PRIMO WATER CORP /CN/

FORM S-4

(Securities Registration: Business Combination)

Filed 05/13/15

Address	4221 W. BOY SCOUT BLVD. SUITE 400 TAMPA, FL, 33607
Telephone	813-313-1732
CIK	0000884713
Symbol	PRMW
SIC Code	2086 - Bottled and Canned Soft Drinks and Carbonated Waters
Industry	Non-Alcoholic Beverages
Sector	Consumer Non-Cyclicals
Fiscal Year	12/28

As filed with the Securities and Exchange Commission on May 13, 2015

No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Cott Beverages Inc.

Additional Registrants Listed on Schedule A Hereto
(Exact name of Registrant as specified in its charter)

Georgia	2086	58-1947565
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

6525 Viscount Road
Mississauga, Ontario, Canada L4V1H6
(905) 672-1900

5519 West Idlewild Avenue, Suite 100
Tampa, Florida, United States 33634
(813) 313-1800
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Marni Morgan Poe
Vice President, Secretary and General Counsel
Cott Corporation
5519 West Idlewild Avenue
Tampa, Florida, United States 33634
(813) 313-1800
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Christian O. Nagler
Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
(212) 446-4800

Neil Sheehy
Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
(416) 979-2211

Approximate date of commencement of proposed sale to the public : As soon as practicable after this registration statement becomes effective and all other conditions to the plan of arrangement contemplated by the arrangement agreement described in the enclosed proxy statement/prospectus have been satisfied or waived.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
5.375% Senior Notes due 2022	$525,000,000	$525,000,000	$61,005.00
Guarantees of 5.375% Senior Notes due 2022	$525,000,000	—	(1)

(1) Pursuant to Rule 457(n), no additional registration fee is payable with respect to the guarantees.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission acting pursuant to said Section 8(a) may determine.

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SCHEDULE A

Additional Registrants	State of Incorporation or Organization	Principal Executive Offices	I.R.S. Employer Identification Number
Cott Corporation	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	98-0154711
156775 Canada Inc.	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	89614 3872 RC0001
2011438 Ontario Limited	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	86503 7055 RC0001
804340 Ontario Limited	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	89614 3278 RC0001
967979 Ontario Limited	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	13169 9266 RC0001
Aimia Foods EBT Company Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	N/A
Aimia Foods Group Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	N/A
Aimia Foods Holdings Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	33859 23707
Aimia Foods Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	27320 02926
Calypso Soft Drinks Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	61520 80806
Caroline LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-3093616
Cliffstar LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	37-1606117
Cooke Bros. (Tattenhall). Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	N/A
Cooke Bros Holdings Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	27472 27943
Cott (Nelson) Limited	United Kingdom	Kegworth Citrus Grove Side Ley, Derbyshire, UK DE74 2FJ	N/A
Cott Acquisition Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	27-3240536
Cott Acquisition LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-3178138
Cott Beverages Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	32600 90818

Additional Registrants	State of Incorporation or Organization	Principal Executive Offices	I.R.S. Employer Identification Number
Cott Developments Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	27983 15501
Cott Europe Trading Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Holdings Inc.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	58-2020185
Cott Investment, L.L.C.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	N/A
Cott Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Luxembourg S.A.R.L.	Luxembourg	595, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg	30-0705724
Cott Nelson (Holdings) Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Private Label Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Retail Brands Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	36420 02440
Cott U.S. Acquisition LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-3178210
Cott UK Acquisition Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	27-3240546
Cott USA Finance LLC	Delaware	Kegworth Citrus Grove Side Ley, Derbyshire, UK DE74 2FJ	N/A
Cott Vending Inc.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	80-0003395
Cott Ventures Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	24023 00618
Cott Ventures UK Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	33870 29661
DS Customer Care, LLC	Delaware	5519 W. Idlewild Ave. Tampa, FL 33634	N/A
DS Services Holdings, Inc.	Delaware	5519 W. Idlewild Ave. Tampa, FL 33634	20-5752672
DS Services of America, Inc.	Delaware	5519 W. Idlewild Ave. Tampa, FL 33634	20-5743877
DSS Group, Inc.	Delaware	5519 W. Idlewild Ave. Tampa, FL 33634	26-1240225
Interim BCB, LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	N/A
Mr Freeze (Europe) Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	80485 18136

Additional Registrants	State of Incorporation or Organization	Principal Executive Offices	I.R.S. Employer Identification Number
Star Real Property LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-0021955
Stockpack Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	N/A
TT Calco Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	N/A

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The information contained in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not the solicitation of an offer to buy these securities in any state or other jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 13, 2015

PROSPECTUS

Cott Beverages Inc.

Exchange Offer for 5.375% Senior Notes due 2022

We hereby offer, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal (which together constitute the "exchange offer"), to exchange up to $525,000,000 aggregate principal amount of our 5.375% Senior Notes due 2022, and the guarantees thereof, which have been registered under the Securities Act of 1933, as amended, which we refer to as the "exchange notes," for an equal aggregate principal amount of our currently outstanding 5.375% Senior Notes due 2022, and the guarantees thereof, that were issued on June 24, 2014, which we refer to as the "old notes." We refer to the old notes and the exchange notes collectively as the "notes."

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2015, UNLESS EXTENDED.

The material terms of the exchange offer are summarized below and are more fully described in this prospectus.

Material Terms of the Exchange Offer

- The terms of the exchange notes are substantially identical to those of the old notes except that the exchange notes are registered under the Securities Act of 1933, as amended, and the transfer restrictions, registration rights and rights to additional interest applicable to the old notes do not apply to the exchange notes.
- We will exchange all old notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- You may withdraw tenders of old notes at any time prior to the expiration of the exchange offer.
- We will not receive any proceeds from the exchange offer.
- The exchange of old notes for exchange notes by tendering holders should not be a taxable event for U.S. federal income tax purposes.
- There is no public market for the exchange notes. We have not applied, and do not intend to apply, for listing of the exchange notes on any national securities exchange or automated quotation system.

See " Risk Factors " beginning on page 10 of this prospectus for a discussion of certain risks that you should consider carefully before participating in the exchange offer.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. This prospectus, as amended or supplemented, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for old notes that were acquired by such broker-dealer as a result of market-making or other trading activities. We have agreed that for a period of 180 days after the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resales. See "Plan of Distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

THE EXCHANGE NOTES HAVE NOT BEEN AND WILL NOT BE QUALIFIED FOR PUBLIC DISTRIBUTION UNDER THE SECURITIES LAWS OF ANY PROVINCE OR TERRITORY OF CANADA. THE EXCHANGE NOTES ARE NOT BEING OFFERED FOR SALE AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN CANADA OR TO ANY RESIDENT THEREOF EXCEPT IN ACCORDANCE WITH THE SECURITIES LAWS OF THE PROVINCES AND TERRITORIES OF CANADA.

The date of this prospectus is , 2015.

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We have not authorized anyone to give you any information or to make any representations about us or the exchange offer other than those contained in this prospectus. If you are given any information or representations about these matters that is not discussed in this prospectus, you must not rely on that information. This prospectus is not an offer to sell or a solicitation of an offer to buy securities anywhere or to anyone where or to whom we are not permitted to offer or sell securities under applicable law. The delivery of this prospectus does not, under any circumstances, mean that there has not been a change in our affairs since the date of this prospectus. Subject to our obligation to amend or supplement this prospectus as required by law and the rules of the Securities and Exchange Commission, the information contained in this prospectus is correct only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of these securities.

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This prospectus incorporates important business and financial information about us that is not included in or delivered with this document. This information is available to you at no cost, upon your request. You can request this information by writing or telephoning us at the following address: Investor Relations, 5519 West Idlewild Avenue, Tampa, Florida, United States 33634, telephone number (813) 313-1732.

In order to obtain timely delivery, you must request information no later than , 2015, which is five business days before the scheduled expiration of the exchange offer.

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WHERE YOU CAN FIND MORE INFORMATION

Cott Corporation files annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We have also filed with the SEC a registration statement on Form S-4, which you can access on the SEC's Internet site at http://www.sec.gov, to register the exchange notes. This prospectus, which forms part of the registration statement, does not contain all of the information included in that registration statement. For further information about us and the exchange notes offered in this prospectus, you should refer to the registration statement and its exhibits. You may read and copy any materials Cott Corporation files with the SEC at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the Public Reference Room. The SEC also maintains an Internet site at http://www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. You may also obtain certain of these documents on our Internet site at http://www.cott.com. Our web site and the information contained on that site, or connected to that site, are not incorporated into and are not a part of this prospectus.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

This prospectus incorporates by reference important business and financial information about our company that is not included in or delivered with this document. The information incorporated by reference is considered to be part of this prospectus, and later information that we file with the SEC will automatically update and supersede this information. Any statement contained in this prospectus or in any document incorporated or deemed to be incorporated by reference into this prospectus that is modified or superseded by subsequently filed materials shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. We incorporate by reference the documents set forth below that we have previously filed with the SEC, including all exhibits thereto, and any future filings we make with the SEC under Sections 13 (a), 13(c), 14 or 15(d) of the Exchange Act from now until the termination of the exchange offer:

- Cott Corporation's Annual Report on Form 10-K for the year ended January 3, 2015, filed with the SEC on March 4, 2015 (the "Form 10-K");
- Cott Corporation's Definitive Proxy Statement on Schedule 14A related to our Annual and Special Meeting of Shareowners, filed on March 26, 2015;
- Cott Corporation's Current Reports on Form 8-K or Form 8-K/A filed on August 6, 2014 (but only with respect to financial information of Aimia Foods Holdings Limited for the years ended and as of June 30, 2013 and June 30, 2012 as set forth in Exhibit 99.1, the three month period ended and as of March 31, 2014 and March 31, 2013 as set forth in Exhibit 99.2 and the six month period ended and as of December 31, 2013 and December 31, 2012 as set forth in Exhibit 99.3), December 2, 2014 (but only with respect to financial information of Aimia Foods Holdings Limited for the five months ended and as of May 31, 2014 as set forth in Exhibit 99.2), February 24, 2015, March 13, 2015, May 6, 2015, May 7, 2015 (but only with respect to Items 5.02, 5.07 and 8.01) and May 11, 2015; and
- all documents filed by Cott Corporation pursuant to Sections 13(a), 13(c) 14 or 15(d) of the Exchange Act subsequent to the date of this prospectus until all of the securities being offered under this prospectus are sold (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K).

You can obtain any of the documents incorporated by reference into this prospectus from the SEC's web site at the address described above. You may also request a copy of these filings, at no cost, by writing or telephoning to the address and telephone set forth below. We will provide, without charge, upon written or oral request, copies of any or all of the documents incorporated by reference into this prospectus (excluding exhibits to such documents unless such exhibits are specifically incorporated by reference therein). You should direct requests for documents to: Cott Beverages Inc., Investor Relations, 5519 West Idlewild Avenue, Tampa, Florida, United States 33634, telephone number (813) 313-1732.

CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS

In addition to historical information, this prospectus and the documents incorporated by reference herein may contain information and statements relating to future events and future results. This information and these statements are "forward-looking" within the meaning of securities laws, including the "safe harbor" provisions of the Securities Act (Ontario), the United States Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended, or the "Exchange Act," and Section 27A of the Securities Act and involve known and unknown risks, uncertainties, future expectations and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such statements include, but are not limited to, statements that relate to projections of sales, earnings, earnings per share, cash flows, capital expenditures or other financial items, discussions of estimated future revenue enhancements and cost savings. These statements also relate to our business strategy, goals and expectations concerning our market position, future operations, margins, profitability, liquidity and capital resources. Generally, words such as "anticipate," "believe," "continue," "could," "endeavor," "estimate," "expect," "intend," "may," "will," "plan," "predict," "project," "should" and similar terms and phrases are used to identify forward-looking statements in this prospectus and in the documents incorporated by reference herein. These forward-looking statements reflect current expectations regarding future events and operating performance and are made only as of the date of this prospectus.

The forward-looking statements are not guarantees of future performance or events and, by their nature, are based on certain estimates and assumptions regarding interest and foreign exchange rates, expected growth, results of operations, performance, business prospects and opportunities and effective income tax rates, which are subject to inherent risks and uncertainties. Material factors or assumptions that were applied in drawing a conclusion or making an estimate set out in forward-looking statements may include, but are not limited to, assumptions regarding management's current plans and estimates, our ability to remain a low cost supplier, and effective management of commodity costs. Although we believe the assumptions underlying these forward-looking statements are reasonable, any of these assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions could prove to be incorrect. Our operations involve risks and uncertainties, many of which are outside of our control, and any one or any combination of these risks and uncertainties could also affect whether the forward-looking statements ultimately prove to be correct. These risks and uncertainties include, but are not limited to, those described in the section entitled "Risk Factors."

We caution the reader that the risk factors described in the section entitled "Risk Factors" may not be exhaustive. We operate in a continually changing business environment, and new risk factors emerge from time to time. Management cannot predict such new risk factors, nor can it assess the impact, if any, of such new risk factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those projected in any forward-looking statements. We undertake no obligation to update or revise these forward-looking statements, whether as a result of changes in underlying factors, new information, future events or otherwise, except as required by law. Undue reliance should not be placed on forward-looking statements.

SUMMARY

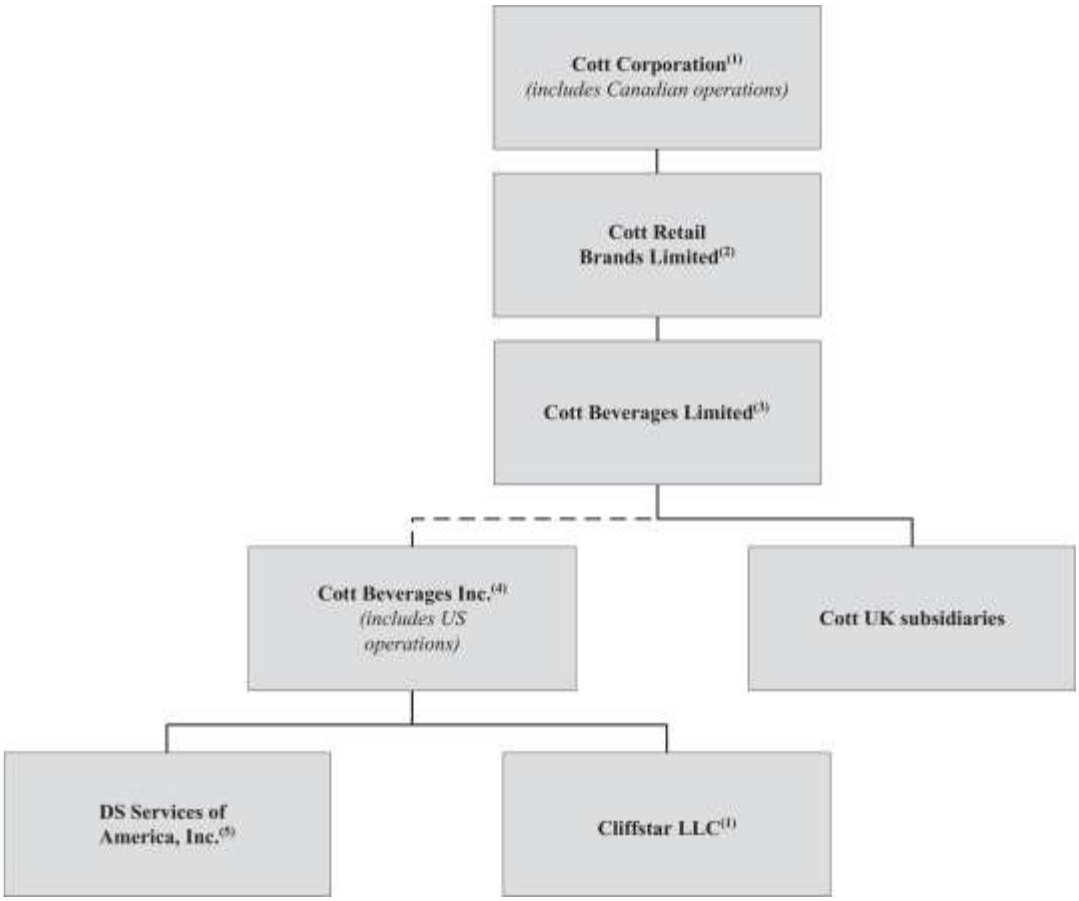
The following summary is qualified in its entirety by the more detailed information included elsewhere or incorporated by reference in this prospectus. Because this is a summary, it may not contain all of the information that may be important to you. You should read the entire prospectus carefully, paying particular attention to the matters discussed under the caption "Risk Factors" and our consolidated financial statements and accompanying notes, as well as the information incorporated by reference, request from us all additional public information you wish to review relating to us and complete your own examination of us and the terms of the exchange offer and the exchange notes before making an investment decision. Unless otherwise indicated, "Cott," "the Company," we," "us," "our" and words of similar import refer to Cott Corporation, Cott Beverages Inc. and their subsidiaries on a consolidated basis.

We are one of the world's largest producers of beverages on behalf of retailers, brand owners and distributors. We market or supply over 500 retail, licensed and Company-owned brands in the United States, the United Kingdom/Europe, Canada and Mexico. Our product lines include carbonated soft drinks ("CSDs"), 100% shelf stable juice and juice-based products, clear, still and sparkling flavored waters, energy drinks and shots, sports drinks, new age beverages and ready-to-drink teas, as well as beverage concentrates, liquid enhancers, freezables and ready-to-drink alcoholic beverages. Our recent acquisition of 100% of the share capital of Aimia Foods Holdings Limited ("Aimia Foods") pursuant to a Share Purchase Agreement dated as of May 30, 2014 (the "Aimia Foods Acquisition") allowed us to further improve our product, package and channel diversification by expanding our product line to include hot chocolate, coffee, malt drinks, creamers/whiteners and cereals, and by providing us with new packaging formats, which include pouches, jars, sticks, in-cup products, sachets and block-bottom bags. Additionally, on December 12, 2014, Delivery Acquisition, Inc., a wholly-owned indirect subsidiary of Cott Corporation ("Merger Sub"), merged (the "DSS Merger") with and into DSS Group, Inc. ("DSS Group") with DSS Group being the surviving corporation, pursuant to that certain Agreement and Plan of Merger, dated as of November 6, 2014, by and among DSS Group, Merger Sub, and Crestview DSW Investors, L.P. The DSS Merger extended our beverage portfolio into new and growing markets, including home and office bottled water delivery services, office coffee services and filtration services, while creating opportunities for revenue and cost synergies. We are a leading producer of private-label beverages in each of the United States, Canada and the United Kingdom by annual volume of cases produced. We generated revenues of approximately $2,102.8 million for the year ended January 3, 2015.

Our business operates through three reporting segments—North America ("North America") (which includes our U.S. ("U.S.") operating segment and Canada operating segment), U.K. ("U.K.") (which includes our United Kingdom reporting unit and our Continental European ("European") reporting unit), and All Other ("All Other") (which includes our Mexico operating segment, Royal Crown International ("RCI") operating segment and other Miscellaneous Expenses).

Cott Corporation was incorporated in 1955 and is governed by the Canada Business Corporation Act. Cott Beverages Inc. was incorporated in 1991 as a Georgia corporation. Our registered Canadian office is located at 333 Avro Avenue, Pointe-Claire, Quebec, Canada H9R 5W3 and our principal executive offices are located at 5519 W. Idlewild Avenue, Tampa, Florida, United States 33634 and 6525 Viscount Road, Mississauga, Ontario, Canada L4V 1H6. The principal executive offices for each of the guarantor registrants are listed on Schedule A.

The following chart depicts our organizational structure. Certain intermediate holding companies and other entities that do not have significant operations have been omitted for illustrative purposes. Omitted entities include certain guarantors of the notes, our 6.75% Senior Notes due 2020 (the "2020 Notes"), our asset-based lending credit facility entered into on August 17, 2010, as amended (the "ABL Facility"), and the 10.000% Second Priority Senior Secured Notes due 2021 issued by DS Services of America, Inc. (the "DS Services Notes"), which are guaranteed by Cott Corporation and certain of its subsidiaries (including the Issuer). The chart also omits entities holding our Mexican operations, which will not be guarantors of the exchange notes offered hereby and do not guarantee the 2020 Notes, the ABL Facility or the DS Services Notes.



* Shaded boxes indicate guarantors of the notes and the ABL Facility.
(1) Borrower under the ABL Facility. Owns interest in non-guarantor subsidiaries.
(2) Owns interest in a non-guarantor subsidiary.
(3) Borrower under the ABL Facility.
(4) Borrower under the ABL Facility, issuer of the 2020 notes and the exchange notes offered hereby. Owns an interest in the U.K. holding company that owns Aimia Foods. Owns interest in non-guarantor subsidiaries.
(5) Issuer of the DS Services Notes. Borrower under the ABL Facility.

The Exchange Offer

The following is a brief summary of certain material terms of the exchange offer. For a more complete description of the terms of the exchange offer, see "The Exchange Offer" in this prospectus.

Background	On June 24, 2014, we issued $525,000,000 aggregate principal amount of our 5.375% Senior Notes due 2022, or the old notes, to Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities LLC, as the initial purchasers, in a transaction exempt from the registration requirements of the Securities Act. The initial purchasers then sold the old notes to qualified institutional buyers in reliance on Rule 144A and to persons outside the United States in reliance on Regulation S under the Securities Act. Because the old notes have been sold in reliance on exemptions from registration, the old notes are subject to transfer restrictions. In connection with the issuance of the old notes, we entered into a registration rights agreement with the initial purchasers pursuant to which we agreed, among other things, to deliver to you this prospectus and to complete an exchange offer for the old notes.
The Exchange Offer	We are offering to exchange up to $525,000,000 aggregate principal amount of our 5.375% Senior Notes due 2022, or the exchange notes, for an equal aggregate principal amount of old notes. The terms of the exchange notes are identical in all material respects to the terms of the old notes, except that the exchange notes have been registered under the Securities Act and do not contain transfer restrictions, registration rights or additional interest provisions. You should read the discussion set forth under "Description of the Exchange Notes" for further information regarding the exchange notes. In order to be exchanged, an old note must be properly tendered and accepted. All old notes that are validly tendered and not withdrawn will be exchanged. We will issue and deliver the exchange notes promptly after the expiration of the exchange offer.
Resale of Exchange Notes	Based on interpretations by the SEC's Staff, as detailed in a series of no-action letters issued to third parties unrelated to us, we believe that the exchange notes issued in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery requirements of the Securities Act as long as: • you, or the person or entity receiving the exchange notes, acquires the exchange notes in the ordinary course of business; • neither you nor any such person or entity receiving the exchange notes is engaging in or intends to engage in a distribution of the exchange notes within the meaning of the federal securities laws; • neither you nor any such person or entity receiving the exchange notes has an arrangement or understanding with any person or entity to participate in any distribution of the exchange notes; and

	• neither you nor any such person or entity receiving the exchange notes is an "affiliate" of Cott Beverages Inc., as that term is defined in Rule 405 under the Securities Act. We have not submitted a no-action letter to the SEC and there can be no assurance that the SEC would make a similar determination with respect to this exchange offer. If you do not meet the conditions described above, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of the exchange notes. If you fail to comply with these requirements you may incur liabilities under the Securities Act, and we will not indemnify you for such liabilities.
Expiration Date	5:00 p.m., New York City time, on , 2015, unless, in our sole discretion, we extend or terminate the exchange offer.
Withdrawal Rights	You may withdraw tendered old notes at any time prior to 5:00 p.m., New York City time, on the expiration date. See "The Exchange Offer—Terms of the Exchange Offer."
Conditions to the Exchange Offer	The exchange offer is subject to certain customary conditions, including our determination that the exchange offer does not violate any law, statute, rule, regulation or interpretation by the Staff of the SEC or any regulatory authority or other foreign, federal, state or local government agency or court of competent jurisdiction, some of which may be waived by us. See "The Exchange Offer—Conditions to the Exchange Offer."
Procedures for Tendering Old Notes	You may tender your old notes by instructing your broker or bank where you keep the old notes to tender them for you. In some cases, you may be asked to submit the blue-colored letter of transmittal that may accompany this prospectus. By tendering your old notes, you will represent to us, among other things, (1) that you are, or the person or entity receiving the exchange notes, is acquiring the exchange notes in the ordinary course of business, (2) that neither you nor any such other person or entity has any arrangement or understanding with any person to participate in the distribution of the exchange notes within the meaning of the Securities Act and (3) that neither you nor any such other person or entity is our affiliate within the meaning of Rule 405 under the Securities Act. Your old notes will be tendered in integral multiples of $1,000. Exchange notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. A timely confirmation of book-entry transfer of your old notes into the exchange agent's account at The Depository Trust Company ("DTC"), according to the procedures described in this prospectus under "The Exchange Offer," must be received by the exchange agent before 5:00 p.m., New York City time, on the expiration date.

Consequences of Failure to Exchange	Any old notes not accepted for exchange for any reason will be credited to an account maintained at DTC promptly after the expiration or termination of the exchange offer. Old notes that are not tendered, or that are tendered but not accepted, will be subject to their existing transfer restrictions. We will have no further obligation, except under limited circumstances, to provide for registration under the Securities Act of the old notes. The liquidity of the old notes could be adversely affected by the exchange offer. See "Risk Factors—Risks Related to Retention of the Old Notes—If you do not exchange your old notes, your old notes will continue to be subject to the existing transfer restrictions and you may be unable to sell your old notes."
Taxation	The exchange of old notes for exchange notes by tendering holders should not be a taxable event for U.S. federal income tax purposes. For more details, see "Material United States Federal Income Tax Consequences."
Use of Proceeds	We will not receive any proceeds from the issuance of the exchange notes in the exchange offer. For more details, see "Use of Proceeds."
Exchange Agent	Wells Fargo Bank, National Association is serving as the exchange agent in connection with the exchange offer. The address, telephone number and facsimile number of the exchange agent are listed under "The Exchange Offer—Exchange Agent."

Terms of the Exchange Notes

The following is a brief summary of certain material terms of the exchange notes. For more complete information about the exchange notes, see "Description of the Exchange Notes" in this prospectus.

Issuer	Cott Beverages Inc. (the " *Issuer* ")
Notes Offered	$525.0 million in aggregate principal amount of 5.375% Senior Notes due 2022.
Maturity Date	July 1, 2022
Interest Rate	We will pay interest on the exchange notes at an annual interest rate of 5.375%.
Interest Payment Dates	Interest on the exchange notes will be payable semi-annually in arrears on January 1 and July 1 of each year, beginning on July 1, 2015.
Currency	U.S. dollars are the sole currency of account and payment for all sums payable by the Issuer and the guarantors under or in connection with the exchange notes, the note guarantees or the indenture governing the exchange notes, and with respect to all other calculations related thereto.
Guarantees	The Issuer's obligations under the exchange notes will be fully and unconditionally guaranteed on a senior basis, jointly and severally, by Cott Corporation and all of our subsidiaries that guarantee indebtedness under the ABL Facility and by any wholly owned subsidiary that guarantees certain indebtedness of Cott Corporation or any of the other guarantors. Certain of our subsidiaries will not be guarantors of the exchange notes.
Ranking	The exchange notes and the guarantees will be unsecured senior indebtedness. Accordingly, they will be: • *pari passu* in right of payment with all of our and our guarantors' existing and future senior indebtedness, including debt under the ABL Facility and the indentures governing the 2020 Notes and the DS Services Notes; • senior in right of payment to all of our and our guarantors' existing and future subordinated indebtedness; • effectively subordinated to all of our and our guarantors' secured indebtedness, including borrowings under the ABL Facility and the indebtedness outstanding under the indenture governing the DS Services Notes, to the extent of the value of the assets securing such indebtedness; and • structurally subordinated to all obligations of our non-guarantor subsidiaries. As of January 3, 2015, we had $1,798.0 million of indebtedness outstanding, of which $599.3 million would have been secured indebtedness (including $6.9 million in outstanding letters of credit). As of January 3, 2015, the non-guarantor subsidiaries held approximately $40.5 million of our total assets of approximately $3,107.7 million and had liabilities of approximately $43.8 million.

Optional Redemption	Prior to July 1, 2017, we may redeem up to 40% of the aggregate principal amount of the exchange notes with the proceeds of certain equity offerings, plus accrued and unpaid interest, if any, to the date of redemption. At any time prior to July 1, 2017, we may redeem some or all of the exchange notes at a redemption price equal to the principal amount of the exchange notes redeemed plus accrued and unpaid interest to the date of redemption plus a "make whole" premium set forth under "Description of the Exchange Notes—Redemption at Make Whole Premium." In addition, at any time on or after July 1, 2017, we may redeem some or all of the exchange notes at the redemption prices set forth under "Description of the Exchange Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the date of redemption.
Offer to Purchase	If we experience specific kinds of changes of control, and, under certain circumstances, if we sell certain assets, we may be required to offer to purchase all or a portion of the exchange notes at 101% of the principal amount of the exchange notes on the date of purchase plus any accrued and unpaid interest and additional interest, if any, to the date of repurchase. See "Description of the Exchange Notes—Change of Control" and "Description of the Exchange Notes—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."
Covenants	The indenture governing the exchange notes contains certain covenants limiting our ability and the ability of our restricted subsidiaries to, under certain circumstances: • incur additional indebtedness and issue preferred stock; • pay dividends or distributions on or purchase our equity interests; • make other restricted payments or investments; • redeem debt that is junior in right of payment to the exchange notes; • use our assets as security in other transactions; • place restrictions on distributions and other payments from restricted subsidiaries; • sell certain assets or merge with or into other entities; and • enter into transactions with affiliates. Each of the covenants is subject to a number of important exceptions and qualifications. See "Description of the Exchange Notes—Certain Covenants."
DTC Eligibility	The exchange notes will be issued in book-entry form and will be represented by a permanent global security deposited with a custodian for and registered in the name of the nominee of DTC in New York, New York. Beneficial interests in the global security will be shown

	on, and transfers will be effected only through, records maintained by DTC and its direct and indirect participants and any such interests may not be exchanged for certificated securities, except in limited circumstances. See “Description of the Exchange Notes—Book-Entry Delivery and Form.”
Absence of Established Markets for the Notes	The exchange notes are a new issue of securities, and currently there is no market for the notes. We do not intend to apply for the exchange notes to be listed on any securities exchange, or to arrange for any quotation system to quote them. Accordingly, we cannot assure you that liquid markets will develop for the exchange notes.
Risk Factors	An investment in the exchange notes involves substantial risk. See “Risk Factors” for a description of certain of the risks you should consider before investing in the exchange notes.

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RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the unaudited consolidated ratio of earnings to fixed charges for the periods shown:

	Year ended				
	Jan 3, 2015	Dec. 28, 2013	Dec. 29, 2012	Dec. 31, 2011	Jan. 1, 2011
Ratio of earnings to fixed charges [(a)]	—	1.3	1.8	1.6	2.7

(a) We compute the ratio of earnings to fixed charges by dividing (i) earnings (loss), which consists of net income from continuing operations before income taxes plus fixed charges and amortization of capitalized interest less interest capitalized during the period and adjusted for undistributed earnings in equity investments, by (ii) fixed charges, which consist of interest expense, capitalized interest and the portion of rental expense under operating leases estimated to be representative of the interest factor.

The ratio of earnings to fixed charges was less than 1:1 for the year ended January 3, 2015. In order to achieve a ratio of earnings to fixed charges of 1:1, we would have had to generate an additional $51 million in pre-tax earnings in the year ended January 3, 2015.

RISK FACTORS

In considering whether to invest in the exchange notes offered hereby, you should understand the high degree of risk involved. You should carefully consider the risk factors and other information contained in this prospectus and the risk factors and other information incorporated by reference under the caption "Item IA. Risk Factors" in our Form 10-K, as well as the other information incorporated by reference herein as such risk factors and other information may be updated from time to time by our subsequent reports and other filings under the Exchange Act. See "Where You Can Find More Information" and "Incorporation of Certain Information by Reference." The risks below are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or results of operations.

Risks Related To Our Capital Structure and This Offering

Your right to receive payments on the exchange notes and the guarantees will be effectively subordinated to our secured debt to the extent of the value of the assets securing that debt.

The exchange notes and the guarantees will be effectively subordinated to claims of existing and future secured creditors to the extent of the value of the assets securing such claims. As of January 3, 2015, we had $235.9 million of secured borrowings outstanding under the ABL Facility (including $6.9 million in outstanding letters of credit) and $350 million aggregate principal amount of DS Services Notes outstanding. The indenture governing the exchange notes will permit us to incur additional secured indebtedness. In the event of a liquidation, dissolution, reorganization, bankruptcy or any similar proceeding, holders of our secured obligations will have claims that are prior to claims of the holders of the exchange notes or the guarantees with respect to the assets securing those obligations, which are substantially all of our assets. Accordingly, there may not be sufficient funds remaining to pay amounts due on all or any of the exchange notes.

Your right to receive payments on the exchange notes could be adversely affected if any of our non-guarantor subsidiaries declares bankruptcy, liquidates or reorganizes.

Some, but not all, of our subsidiaries will guarantee the exchange notes. In the event of a bankruptcy, liquidation or reorganization of any of the non-guarantor subsidiaries, holders of their debt and their trade creditors will generally be entitled to payment of their claims from assets of those subsidiaries before any assets are made available for distribution to us. As of January 3, 2015, the old notes were structurally subordinated to approximately $10.9 million of debt and other liabilities (including trade payables) of these non-guarantor subsidiaries. The non-guarantor subsidiaries generated approximately 6.6% of our consolidated revenues for the twelve months ended January 3, 2015, and held approximately 1.3% of our consolidated assets as of January 3, 2015.

Certain of our subsidiaries will be classified as unrestricted subsidiaries and will not be subject to any of the covenants in the indenture governing the exchange notes, and we may not be able to rely on the cash flow or assets of those unrestricted subsidiaries to pay our indebtedness.

Unrestricted subsidiaries will not be subject to the covenants under the indenture governing the exchange notes. Unrestricted subsidiaries may enter into financing arrangements that limit their ability to make loans or other payments to fund payments in respect of the exchange notes. Accordingly, we may not be able to rely on the cash flow or assets of unrestricted subsidiaries to pay any of our indebtedness, including the exchange notes. The unrestricted subsidiaries had assets of approximately $21.7 million as of January 3, 2015, and revenues of approximately $113.5 million for the year ended January 3, 2015.

The trading prices for the exchange notes will be directly affected by many factors, including our credit rating.

Credit rating agencies continually revise their ratings for companies they follow, including us. Any ratings downgrade could adversely affect the trading price of the exchange notes, or the trading market for the exchange

notes, to the extent a trading market for the exchange notes develops. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future and any fluctuation may impact the trading price of the exchange notes.

We may not have the ability to raise the funds necessary to finance a change of control offer if required by the indenture for the exchange notes or the terms of our other indebtedness.

Upon the occurrence of certain change of control events, we will be required to offer to purchase all outstanding exchange notes and other outstanding debt. A change of control event under the indenture governing the exchange notes could also constitute a change of control under the ABL Facility and the indentures governing the 2020 Notes and the DS Services Notes, which could result in the acceleration of the indebtedness outstanding thereunder. Any of our future debt agreements may contain similar restrictions and provisions. If a change of control were to occur, we cannot assure you that we would have sufficient funds to pay the purchase price for all the exchange notes tendered by the holders or such other indebtedness and under the indenture governing the exchange notes we may not be permitted to repurchase such other indebtedness, which could result in an event of default under such indebtedness. Moreover, under the indenture governing the exchange notes, certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a "change of control" and thus would not give rise to any repurchase rights.

Thus, there can be no assurance that in the event of a change of control we will have sufficient funds to satisfy our obligations with respect to any or all of the tendered exchange notes. See "Description of the Exchange Notes—Repurchase at the Option of Holders—Change of Control."

Certain laws may allow courts, under specific circumstances, to avoid guarantees and require note holders to return payments received from guarantors.

Under certain bankruptcy and fraudulent transfer laws, a court could avoid a guarantee or subordinate a guarantee to all of our other debts or all other debts of a guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee, received less than reasonably equivalent value or fair consideration for the incurrence of such indebtedness and:

- the guarantor was insolvent or rendered insolvent by reason of such incurrence;
- the guarantor was engaged in a business or transaction for which our or the guarantor's remaining assets constituted unreasonably small capital; or
- the guarantor intended to incur, or believed that it would incur, debts beyond our or its ability to pay such debts as they mature.

The indenture governing the exchange notes limits the liability of each guarantor on its guarantee to the maximum amount that such guarantor could incur without risk that its guarantee would be subject to avoidance as a fraudulent transfer. However, this limitation may not protect such guarantees from fraudulent transfer challenges or, if it does, that the remaining amount due and collectible under the guarantees would suffice, if necessary, to pay the exchange notes in full when due.

A legal challenge to the obligations under any guarantee on fraudulent conveyance grounds could focus on any benefits received in exchange for the incurrence of those obligations. We believe that each of our subsidiaries making a guarantee received reasonably equivalent value for incurring the guarantee, but a court may disagree with our conclusion or elect to apply a different standard in making its determination. A court could thus void the obligations under a guarantee, subordinate it to a guarantor's other debt or take other action detrimental to the holders of the exchange notes. The measures of insolvency for purposes of the fraudulent transfer laws vary depending on the law applied in the proceeding to determine whether a fraudulent transfer has occurred. Generally, however, an entity would be considered insolvent if:

- the sum of its debts, including contingent liabilities, is greater than the fair saleable value of all of its assets;

- the present fair saleable value of its assets is less than the amount that would be required to pay its probable liabilities on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it cannot pay its debts as they become due.

There is no public market for the exchange notes and we do not know if a market will ever develop or, if a market does develop, whether it will be sustained.

The exchange notes are a new issue of securities and there is no existing trading market for the exchange notes. Accordingly, we cannot assure you that a liquid market will develop or continue for the exchange notes, that you will be able to sell your exchange notes at a particular time or at the price that you desire. We do not intend to apply for listing or quotation of the exchange notes on any securities exchange or stock market. The liquidity of any market for the exchange notes will depend on a number of factors, including:

- the number of holders of the exchange notes;
- our operating performance and financial condition;
- the market for similar securities;
- the interest of securities dealers in making a market in the exchange notes; and
- prevailing interest rates.

The trading price of the exchange notes may be volatile.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the exchange notes. We cannot assure you that any such disruptions may not adversely affect the prices at which you may sell your exchange notes. The exchange notes may trade at a discount from the initial offering price of the exchange notes, depending upon prevailing interest rates, the market for similar exchange notes, our performance and other factors.

Risks Related to Retention of the Old Notes

If you do not exchange your old notes, your old notes will continue to be subject to the existing transfer restrictions and you may be unable to sell your old notes.

We will only issue exchange notes in exchange for old notes that are validly tendered in accordance with the procedures set forth in this prospectus. Therefore, you should carefully follow the instructions on how to tender your old notes. See “The Exchange Offer—Procedures for Tendering Old Notes.” We did not register the old notes under the Securities Act, nor do we intend to do so following the exchange offer. If you do not exchange your old notes in the exchange offer, or if your old notes are not accepted for exchange, then, after we consummate the exchange offer, you may continue to hold old notes that are subject to the existing transfer restrictions and may be transferred only in limited circumstances under the securities laws. If you do not exchange your old notes, you will lose your right to have your old notes registered under the federal securities laws, except in limited circumstances. As a result, you will not be able to offer or sell old notes except in reliance on an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

Because we anticipate that most holders of old notes will elect to exchange their old notes, we expect that the liquidity of the trading market for any old notes remaining after the completion of the exchange offer will be substantially reduced. Any old notes tendered and exchanged in the exchange offer will reduce the aggregate number of old notes outstanding. Accordingly, the liquidity of the market for any old notes could be adversely affected and you may be unable to sell them.

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes in the exchange offer. In consideration for issuing the exchange notes, we will receive in exchange old notes in like principal amount. The form and terms of the exchange notes are identical in all material respects to the form and terms of the old notes, except that the transfer restrictions, registration rights and rights to additional interest applicable to the old notes do not apply to the exchange notes. The old notes surrendered in exchange for the exchange notes will be retired and canceled and cannot be reissued. Accordingly, issuance of the exchange notes will not result in any increase in our outstanding debt.

On June 24, 2014, we issued and sold the old notes. The net proceeds from the sale of the old notes were used to repurchase or redeem any and all of the outstanding $375.0 million senior notes that were due on September 1, 2018, to repay the loans outstanding under the ABL Facility, to pay related fees and expenses and for general corporate purposes.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

The exchange offer is designed to provide holders of old notes with an opportunity to acquire exchange notes which, unlike the old notes, will be freely transferable at all times, subject to any restrictions on transfer imposed by state "blue sky" laws and provided that the holder is not our affiliate within the meaning of the Securities Act and represents that the exchange notes are being acquired in the ordinary course of the holder's business and the holder is not engaged in, and does not intend to engage in, a distribution of the exchange notes.

The old notes were originally issued and sold on June 24, 2014, the issue date, to the initial purchasers, pursuant to the purchase agreement dated June 10, 2014. The old notes were issued and sold in a transaction not registered under the Securities Act in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act. The concurrent resale of the old notes by the initial purchasers to investors was done in reliance upon the exemptions provided by Rule 144A and Regulation S promulgated under the Securities Act. The old notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act.

In connection with the original issuance and sale of the old notes, we entered into a registration rights agreement, pursuant to which we agreed to file with the SEC a registration statement covering the exchange by us of the exchange notes for the old notes, or the exchange offer. The registration rights agreement provides that we will file with the SEC an exchange offer registration statement on an appropriate form under the Securities Act and offer to holders of old notes who are able to make certain representations the opportunity to exchange their old notes for exchange notes.

Under existing interpretations by the Staff of the SEC as set forth in no-action letters issued to third parties in other transactions, the exchange notes would, in general, be freely transferable after the exchange offer without further registration under the Securities Act; provided, however, that in the case of broker-dealers participating in the exchange offer, a prospectus meeting the requirements of the Securities Act must be delivered by such broker-dealers in connection with resales of the exchange notes. We have agreed to furnish a prospectus meeting the requirements of the Securities Act to any such broker-dealer for use in connection with any resale of any exchange notes acquired in the exchange offer. A broker-dealer that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the registration rights agreement (including certain indemnification rights and obligations).

Each holder of old notes that exchanges such old notes for exchange notes in the exchange offer will be deemed to have made certain representations, including representations that (i) any exchange notes to be received by it will be acquired in the ordinary course of its business, (ii) it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of exchange notes and (iii) it is not our affiliate as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the holder is not a broker-dealer, it will be required to represent that it is not engaged in, and does not intend to engage in, the distribution of exchange notes. If the holder is a broker-dealer that will receive exchange notes for its own account in exchange for old notes that were acquired as a result of market-making activities or other trading activities, it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all old notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date. Subject to the minimum denomination requirements of the exchange notes, the exchange notes are being offered in exchange for a like principal amount of old notes. Old notes may be exchanged only in integral multiples of $1,000 principal amount. Holders may tender all, some or none of their old notes pursuant to the exchange offer.

The form and terms of the exchange notes will be identical in all material respects to the form and terms of the old notes except that (i) the exchange notes will be registered under the Securities Act and, therefore, will not bear legends restricting the transfer thereof and (ii) holders of the exchange notes will not be entitled to certain rights of holders of old notes under and related to the registration rights agreement. The exchange notes will evidence the same debt as the old notes and will be entitled to the benefits of the indenture. The exchange notes will be treated as a single class under the indenture with any old notes that remain outstanding. The exchange offer is not conditioned upon any minimum aggregate principal amount of old notes being tendered for exchange.

Expiration Date; Extensions; Termination; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on , 2015. We reserve the right to extend the exchange offer at our discretion, in which event the term expiration date shall mean the time and date on which the exchange offer as so extended shall expire. Any such extension will be communicated to the exchange agent either orally or in writing (if orally, to be promptly confirmed in writing) and will be followed promptly by a press release or other permitted means which will be made no later than 9:00 a.m., New York City time, on the business day immediately following the previously scheduled expiration date.

We reserve the right to extend or terminate the exchange offer and not accept for exchange any old notes if any of the events set forth below under "—Conditions to the Exchange Offer" occur, and are not waived by us, by giving oral or written notice (if orally, to be promptly confirmed in writing) of such delay or termination to the exchange agent. See "—Conditions to the Exchange Offer."

We also reserve the right to amend the terms of the exchange offer in any manner, provided, however, that if we amend the exchange offer in a manner that we determine constitutes a material or significant change, we will extend the exchange offer so that it remains open for a period of five to ten business days after such amendment is communicated to holders, depending upon the significance of the amendment.

Without limiting the manner in which we may choose to make a public announcement of any extension, termination or amendment of the exchange offer, we will comply with applicable securities laws by disclosing any such amendment by means of a prospectus supplement that we distribute to holders of the old notes. We will have no other obligation to publish, advertise or otherwise communicate any such public announcement other than by making a timely release through any appropriate news agency.

Procedures for Tendering Old Notes

Since the old notes are represented by global book-entry notes, DTC, as depositary, or its nominee is treated as the registered holder of the old notes and will be the only entity that can tender your old notes for exchange notes. Therefore, to tender old notes subject to this exchange offer and to obtain exchange notes, you must instruct the institution where you keep your old notes to tender your old notes on your behalf so that they are received prior to the expiration of this exchange offer.

The letter of transmittal that may accompany this prospectus may be used by you to give such instructions.

YOU SHOULD CONSULT YOUR ACCOUNT REPRESENTATIVE AT THE BROKER OR BANK WHERE YOU KEEP YOUR OLD NOTES TO DETERMINE THE PREFERRED PROCEDURE.

IF YOU WISH TO ACCEPT THIS EXCHANGE OFFER, PLEASE INSTRUCT YOUR BROKER OR ACCOUNT REPRESENTATIVE IN TIME FOR YOUR OLD NOTES TO BE TENDERED BEFORE THE 5:00 P.M. (NEW YORK CITY TIME) DEADLINE ON , 2015.

You may tender all, some or none of your old notes in this exchange offer. However, your old notes may be tendered only in integral multiples of $1,000.

When you tender your old notes and we accept them, the tender will be a binding agreement between you and us in accordance with the terms and conditions in this prospectus.

We will decide all questions about the validity, form, eligibility, acceptance and withdrawal of tendered old notes, and our reasonable determination will be final and binding on you. We reserve the absolute right to:

(1) reject any and all tenders of any particular old note not properly tendered;

(2) refuse to accept any old note if, in our judgment or the judgment of our counsel, the acceptance would be unlawful; and

(3) waive any defects or irregularities or conditions to the exchange offer as to any particular old notes before the expiration of the exchange offer.

Our reasonable interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. You must cure any defects or irregularities in connection with tenders of old notes as we will determine. Neither we, the exchange agent nor any other person will incur any liability for failure to notify you of any defect or irregularity with respect to your tender of old notes. If we waive any terms or conditions pursuant to (3) above with respect to a note holder, we will extend the same waiver to all note holders with respect to that term or condition being waived.

Deemed Representations

To participate in the exchange offer, we require that you represent to us that:

(i) you or any other person acquiring exchange notes in exchange for your old notes in the exchange offer is acquiring them in the ordinary course of business;

(ii) neither you nor any other person acquiring exchange notes in exchange for your old notes in the exchange offer is engaging in or intends to engage in a distribution of the exchange notes within the meaning of the federal securities laws;

(iii) neither you nor any other person acquiring exchange notes in exchange for your old notes has an arrangement or understanding with any person to participate in the distribution of exchange notes issued in the exchange offer;

(iv) neither you nor any other person acquiring exchange notes in exchange for your old notes is our “affiliate” as defined under Rule 405 of the Securities Act; and

(v) if you or another person acquiring exchange notes in exchange for your old notes is a broker-dealer and you acquired the old notes as a result of market-making activities or other trading activities, you acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the exchange notes.

BY TENDERING YOUR OLD NOTES YOU ARE DEEMED TO HAVE MADE THESE REPRESENTATIONS.

Broker-dealers who cannot make the representations in item (v) of the paragraph above cannot use this exchange offer prospectus in connection with resales of the exchange notes issued in the exchange offer.

If you are our "affiliate," as defined under Rule 405 of the Securities Act, if you are a broker-dealer who acquired your old notes in the initial offering and not as a result of market-making or trading activities, or if you are engaged in or intend to engage in or have an arrangement or understanding with any person to participate in a distribution of exchange notes acquired in the exchange offer, you or that person:

(i) may not rely on the applicable interpretations of the Staff of the SEC and therefore may not participate in the exchange offer; and

(ii) must comply with the registration and prospectus delivery requirements of the Securities Act or an exemption therefrom when reselling the old notes.

Procedures for Brokers and Custodian Banks; DTC ATOP Account

In order to accept this exchange offer on behalf of a holder of old notes you must submit or cause your DTC participant to submit an Agent's Message as described below.

The exchange agent, on our behalf, will seek to establish an Automated Tender Offer Program, or ATOP, account with respect to the old notes at DTC promptly after the delivery of this prospectus. Any financial institution that is a DTC participant, including your broker or bank, may make book-entry tender of old notes by causing the book-entry transfer of such old notes into our ATOP account in accordance with DTC's procedures for such transfers. Concurrently with the delivery of old notes, an Agent's Message in connection with such book-entry transfer must be transmitted by DTC to, and received by, the exchange agent prior to 5:00 p.m., New York City time, on the expiration date. The confirmation of a book-entry transfer into the ATOP account as described above is referred to herein as a "Book-Entry Confirmation."

The term "Agent's Message" means a message transmitted by the DTC participants to DTC, and thereafter transmitted by DTC to the exchange agent, forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message stating that such participant and beneficial holder agree to be bound by the terms of this exchange offer.

Each Agent's Message must include the following information:

(i) Name of the beneficial owner tendering such old notes;

(ii) Account number of the beneficial owner tendering such old notes;

(iii) Principal amount of old notes tendered by such beneficial owner; and

(iv) A confirmation that the beneficial holder of the old notes tendered has made the representations for the benefit of us set forth under "—Deemed Representations" above.

BY SENDING AN AGENT'S MESSAGE THE DTC PARTICIPANT IS DEEMED TO HAVE CERTIFIED THAT THE BENEFICIAL HOLDER FOR WHOM OLD NOTES ARE BEING TENDERED HAS BEEN PROVIDED WITH A COPY OF THIS PROSPECTUS.

The delivery of old notes through DTC, and any transmission of an Agent's Message through ATOP, is at the election and risk of the person tendering old notes. We will ask the exchange agent to instruct DTC to return those old notes, if any, that were tendered through ATOP but were not accepted by us, to the DTC participant that tendered such old notes on behalf of holders of the old notes.

Acceptance of Old Notes for Exchange; Delivery of Exchange Notes

We will accept validly tendered old notes when the conditions to the exchange offer have been satisfied or we have waived them. We will have accepted your validly tendered old notes when we have given oral or written notice to the exchange agent (if oral, to be promptly confirmed in writing). The exchange agent will act as agent for the tendering holders for the purpose of receiving the exchange notes from us. If we do not accept any old notes tendered for exchange by book-entry transfer because of an invalid tender or other valid reason, we will credit the old notes to an account maintained with DTC promptly after the exchange offer terminates or expires.

THE AGENT'S MESSAGE MUST BE TRANSMITTED TO THE EXCHANGE AGENT BEFORE 5:00 PM, NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Withdrawal Rights

You may withdraw your tender of old notes at any time before 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, you should contact your bank or broker where your old notes are held and have them send an ATOP notice of withdrawal so that it is received by the exchange agent before 5:00 p.m., New York City time, on the expiration date. Such notice of withdrawal must:

(1) specify the name of the person that tendered the old notes to be withdrawn;

(2) identify the old notes to be withdrawn, including the CUSIP number and principal amount at maturity of the old notes; and

(3) specify the name and number of an account at DTC to which your withdrawn old notes can be credited.

We will decide all questions as to the validity, form and eligibility (including time of receipt) of the notices and our reasonable determination will be final and binding on all parties. Any tendered old notes that you withdraw will not be considered to have been validly tendered. We will return any old notes that have been tendered but not exchanged, or credit them to the DTC account, promptly after withdrawal, rejection of tender, or termination of the exchange offer. You may re-tender properly withdrawn old notes by following one of the procedures described above prior to the expiration date.

Conditions to the Exchange Offer

Notwithstanding any other provisions of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to issue exchange notes in exchange for, any old notes and may terminate the exchange offer (whether or not any old notes have been accepted for exchange) or amend the exchange offer, if any of the following conditions has occurred or exists or has not been satisfied, or has not been waived by us in our sole reasonable discretion, prior to the expiration date:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:

(1) seeking to restrain or prohibit the making or completion of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result of this transaction; or

(2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the old notes in the exchange offer; or

(3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any governmental authority, domestic or foreign; or

- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that, in our sole reasonable judgment, would directly or indirectly result in any of the consequences referred to in clauses (1), (2) or (3) above or, in our sole reasonable judgment, would result in the holders of exchange notes having obligations with respect to resales and transfers of exchange notes which are greater than those described in the interpretation of the SEC referred to above, or would otherwise make it inadvisable to proceed with the exchange offer; or the following has occurred:

(1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market; or

(2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer; or

(3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit; or

(4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the exchange offer, a material acceleration or worsening of these calamities; or

- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the old notes or the exchange notes, which in our sole reasonable judgment in any case makes it inadvisable to proceed with the exchange offer and/or with such acceptance for exchange or with such exchange; or
- there shall occur a change in the current interpretation by the Staff of the SEC which permits the exchange notes issued pursuant to the exchange offer in exchange for old notes to be offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such exchange notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such exchange notes; or
- any law, statute, rule or regulation shall have been adopted or enacted which, in our reasonable judgment, would impair our ability to proceed with the exchange offer; or
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval has not been obtained, which approval we shall, in our sole reasonable discretion, deem necessary for the consummation of the exchange offer as contemplated hereby; or
- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the exchange offer.

If we determine in our sole reasonable discretion that any of the foregoing events or conditions has occurred or exists or has not been satisfied, we may, subject to applicable law, terminate the exchange offer (whether or not any old notes have been accepted for exchange) or may waive any such condition or otherwise amend the terms of the exchange offer in any respect. If such waiver or amendment constitutes a material change to the

exchange offer, we will promptly disclose such waiver or amendment by means of a prospectus supplement that will be distributed to the registered holders of the old notes and will extend the exchange offer to the extent required by Rule 14e-1 promulgated under the Exchange Act.

These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions, or we may waive them, in whole or in part, in our sole reasonable discretion, provided that we will not waive any condition with respect to an individual holder of old notes unless we waive that condition for all such holders. Any reasonable determination made by us concerning an event, development or circumstance described or referred to above will be final and binding on all parties.

Exchange Agent

We have appointed Wells Fargo Bank, National Association as the exchange agent for the exchange offer. You should direct requests for assistance and requests for additional copies of this prospectus or of the blue-colored letter of transmittal to the exchange agent at Wells Fargo Bank, National Association,

By Registered or Certified Mail:
WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
PO Box 1517
Minneapolis, MN 55480

By Regular Mail or Overnight Courier:
WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
Sixth & Marquette Avenue
Minneapolis, MN 55479

In Person by Hand Only:
WELLS FARGO BANK, N.A.
12 th Floor—Northstar East Building
Corporate Trust Operations
608 Second Avenue South
Minneapolis, MN 55479

By Facsimile:
(For Eligible Institutions only):
fax. (612) 667-6282
Attn. Bondholder Communications

For Information or Confirmation by
Telephone: (800) 344-5128, Option 0
Attn. Bondholder Communications

Fees and Expenses

We have not retained any dealer-manager or similar agent in connection with the exchange offer. We will not make any payment to brokers, dealers or others for soliciting acceptances of the exchange offer. However, we will pay the reasonable and customary fees and reasonable out-of-pocket expenses to the exchange agent in connection therewith. We will also pay the cash expenses to be incurred in connection with the exchange offer, including accounting, legal, printing, and related fees and expenses.

Accounting Treatment

The exchange notes will be recorded at the same carrying value as the old notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes upon the closing of the exchange offer. The expenses of the exchange offer will be expensed as incurred.

Consequences of Failure to Exchange

Upon consummation of the exchange offer, certain rights under and related to the registration rights agreement, including registration rights and the right to receive the contingent increases in the interest rate, will terminate. The old notes that are not exchanged for exchange notes pursuant to the exchange offer will remain

restricted securities within the meaning of Rule 144 promulgated under the Securities Act. Accordingly, such old notes may be resold only (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act. The liquidity of the old notes could be adversely affected by the exchange offer.

DESCRIPTION OF THE EXCHANGE NOTES

General

The following is a description of the 5.375% senior notes due 2022 (the *"Notes"*). In this description, references to the "Notes" are to the exchange notes, unless the context otherwise requires. The old notes were issued by Cott Beverages Inc. (the *"Issuer"*). In this Description of the Exchange Notes, the term "Issuer" refers to Cott Beverages Inc., any successor thereto and any successor obligor to the Issuer of the Notes, and not to any of its Subsidiaries, and the "Company" refers only to Cott Corporation, and any successor thereto and any successor obligor to the Company on the Guarantee of the Notes, and not to any of its Subsidiaries.

The Issuer issued the old notes under and will issue the exchange notes pursuant to an indenture (the *"Indenture"*) dated as of June 24, 2014 among the Issuer, the guarantors party thereto (the *"Guarantors"*), Wells Fargo Bank, National Association, as trustee (the *"Trustee"*), and as paying agent, registrar and transfer agent. The Notes were issued in a private transaction that was not subject to the registration requirements of the Securities Act. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms pursuant to the provisions of the Indenture, and Holders of the Notes are referred to the Indenture for a statement thereof.

The following is a summary of the material provisions of the Indenture. Because this is a summary, it may not contain all the information that is important to you. You should read the Indenture in its entirety. Copies of the proposed form of the Indenture are available as described under "Where You Can Find More Information." You can find the definitions of certain terms used in this description under "—Certain Definitions."

Brief Description of the Exchange Notes and the Note Guarantees

The Notes are:

- general unsecured senior obligations of the Issuer;
- *pari passu* in right of payment with any existing and future senior Indebtedness (including the Credit Agreement) of the Issuer;
- effectively subordinated to all Secured Indebtedness of the Issuer (including the Credit Agreement) to the extent of the value of the assets securing such Indebtedness;
- senior in right of payment to any future Subordinated Indebtedness of the Issuer;
- guaranteed on a senior unsecured basis by each Guarantor; and
- structurally subordinated to any existing and future Indebtedness and other liabilities, including preferred stock, of Non-Guarantors.

The Notes and the Indenture are, jointly and severally, unconditionally guaranteed on a senior unsecured basis by all of the Guarantors. See the section entitled "—Guarantees. ¨ Each Note Guarantee (as defined below) are:

- a general unsecured senior obligation of the Guarantor;
- *pari passu* in right of payment with any existing and future senior Indebtedness of the Guarantors;
- effectively subordinated to all Secured Indebtedness of the Guarantors (including the Credit Agreement) to the extent of the value of the assets securing such Indebtedness; and
- senior in right of payment to any future Subordinated Indebtedness of the Guarantor.

Principal, Maturity and Interest

The Notes are issued in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The rights of Holders of beneficial interests in the Notes to receive the payments on such Notes are subject to applicable procedures of The Depository Trust Company (" *DTC* "). If the due date for any payment in respect of any Notes is not a Business Day at the place at which such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

The Notes were issued in an aggregate principal amount of $525.0 million on the Issue Date. The Notes will mature on July 1, 2022. Interest on the Notes accrues at the rate per annum set forth on the cover of this prospectus and will be payable, in cash, semi-annually in arrears on January 1 and July 1 of each year, commencing on January 1, 2015 to Holders of record on the immediately preceding December 15 and June 15, respectively. Interest on the Notes accrues from the most recent date to which interest has been paid or, if no interest has been paid, from the date of original issuance. Interest is computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period ends on (but does not include) the relevant interest payment date.

Additional Interest may accrue on the Notes in certain circumstances pursuant to the Registrations Rights Agreement.

Additional Notes

The Indenture provides for the issuance of additional notes having identical terms and conditions to the Notes offered hereby, subject to compliance with the covenants contained in the Indenture (*"Additional Notes"*). Additional Notes are part of the same issue as the Notes offered hereby under the Indenture for all purposes, including, without limitation, waivers, amendments, redemptions and offers to purchase, provided that Additional Notes will not be issued with the same CUSIP or ISIN, as applicable, as existing Notes unless such Additional Notes are fungible with the existing Notes for U.S. federal income tax purposes.

Payments

Principal of, and premium, if any, and interest and Additional Interest, if any, on the Notes is payable at the office or agency of the Issuer maintained for such purpose or, at the option of the paying agent, payment of interest and Additional Interest, if any, may be made by check mailed to the Holders of the Notes at their respective addresses set forth in the register of Holders provided that all payments of principal, premium, if any, interest and Additional Interest, if any, with respect to Notes represented by one or more global notes registered in the name of or held by DTC or its nominee is made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof. Until otherwise designated by the Issuer, the Issuer's office or agency is the office of the Agent maintained for such purpose.

Guarantees

The obligations of the Issuer under the Notes and the Indenture are initially, jointly and severally, unconditionally guaranteed on a senior unsecured basis (the *"Note Guarantees"*) by the Company and each Restricted Subsidiary that guarantees the Credit Agreement (each, a *"Guarantor"*).

In addition, if the Company or any Restricted Subsidiary acquires or creates a Wholly Owned Domestic Subsidiary that is a Restricted Subsidiary (and non-Wholly Owned Subsidiaries if such non-Wholly Owned Subsidiaries guarantee other capital markets debt of the Issuer or any Guarantor) (other than an Immaterial Subsidiary) after the Issue Date, which Subsidiary guarantees the payment of any Indebtedness of the Issuer or any Guarantor, then the Company will cause such new Subsidiary to provide a Note Guarantee.

Each Note Guarantee is limited to the maximum amount that would not render the Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of foreign or state law to comply with corporate benefit, financial assistance and other laws. By virtue of this limitation, a Guarantor's obligation under its Note Guarantee could be significantly less than amounts payable with respect to the Notes, or a Guarantor may have effectively no obligation under its Note Guarantee. See "Risk Factors—Risks Related to the Exchange Notes."

The Note Guarantee of a Guarantor terminates upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Capital Stock of such Guarantor (after which such Guarantor is no longer a Restricted Subsidiary) or the sale or disposition of all or substantially all the assets of the Guarantor (other than to the Company or a Restricted Subsidiary) otherwise permitted by the Indenture;

(2) the designation in accordance with the Indenture of the Guarantor as an Unrestricted Subsidiary or the occurrence of any event after which the Guarantor is no longer a Restricted Subsidiary;

(3) defeasance or discharge of the Notes, as provided in "—Defeasance" and "—Satisfaction and Discharge";

(4) to the extent that such Guarantor is not an Immaterial Subsidiary solely due to the operation of clause (i) of the definition of "Immaterial Subsidiary," upon the release of the guarantee referred to in such clause; or

(5) to the extent such Guarantor is also a guarantor or borrower under the Credit Agreement and, at the time of release of its Guarantee, (x) has been released from its guarantee of, and all pledges and security, if any, granted in connection with the Credit Agreement, (y) does not Guarantee any Indebtedness of the Company or any of the other Guarantors, and (z) there is no Indebtedness outstanding that was Incurred by such Guarantor under the first paragraph of "—Limitation on Indebtedness" in its status as a Guarantor.

Claims of creditors of non-guarantor Subsidiaries, including trade creditors, secured creditors and creditors holding debt and guarantees issued by those Subsidiaries, and claims of preferred and minority stockholders (if any) of those Subsidiaries and claims against joint ventures generally will have priority with respect to the assets and earnings of those Subsidiaries and joint ventures over the claims of creditors of the Company, including Holders of the Notes. The Notes and each Note Guarantee therefore are effectively subordinated to creditors (including trade creditors) and preferred and minority stockholders (if any) of Subsidiaries of the Company (other than the Guarantors) and joint ventures. Although the Indenture limits the incurrence of Indebtedness, Disqualified Stock and Preferred Stock of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the Indenture does not impose any limitation on the incurrence by Restricted Subsidiaries of liabilities that are not considered Indebtedness, Disqualified Stock or Preferred Stock under the Indenture. See "—Certain Covenants—Limitation on Indebtedness."

Optional Redemption

Except as set forth in the next three paragraphs, the Notes are not redeemable at the option of the Issuer.

At any time prior to July 1, 2017 the Issuer may redeem the Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of such Notes plus the relevant Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the redemption date.

At any time and from time to time on or after July 1, 2017 the Issuer may redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of

principal amount set forth below plus accrued and unpaid interest and Additional Interest, if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on July 1 of the year indicated below:

Year	Percentage
2017	104.031%
2018	102.688%
2019	101.344%
2020 and thereafter	100.000%

At any time and from time to time prior to July 1, 2017, the Issuer may redeem Notes with the Net Cash Proceeds received by the Company from any Equity Offering at a redemption price equal to 105.375% plus accrued and unpaid interest and Additional Interest, if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes), *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering; and

(2) not less than 60% of the original aggregate principal amount of the Notes (including Additional Notes) issued under the Indenture remains outstanding immediately thereafter (excluding Notes held by the Company or any of its Subsidiaries).

Notice of redemption is provided as set forth under "—Selection and Notice" below.

Any redemption and notice of redemption may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent (including, in the case of a redemption related to an Equity Offering, the consummation of such Equity Offering). In addition, if such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice shall state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the redemption date, or by the redemption date so delayed.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer. If the Issuer delivers global notes to the Trustee for cancellation on a date that is after the record date and on or before the next interest payment date, then interest shall be paid in accordance with the procedures of DTC.

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date.

Sinking Fund

The Issuer is not required to make mandatory redemption payments or sinking fund payments with respect to the Notes. However, under certain circumstances, the Issuer may be required to offer to purchase Notes as described under the captions "Change of Control," and "Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock." The Company may at any time and from time to time purchase Notes in the open market or otherwise.

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the Agent, as registrar, will select the Notes for redemption in compliance with the requirements of the principal securities exchange, if any, on which the Notes are listed, as certified to the Trustee by the Issuer, and in compliance with the requirements of DTC, or if the Notes are not so listed or such exchange prescribes no method of selection and the Notes are not held through DTC or DTC prescribes no method of selection, on a pro rata basis; *provided, however,* that no Note in an unauthorized denomination shall be redeemed in part.

Notices of redemption will be delivered electronically or mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder to be redeemed at the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, except that redemption notices may be delivered electronically or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount thereof to be redeemed, in which case a portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. In the case of a Global Note, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, unless the Issuer defaults in the payment of the redemption price, interest ceases to accrue on Notes or portions of them called for redemption.

Change of Control

If a Change of Control occurs, each holder of Notes will have the right to require the Issuer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that holder's Notes pursuant to a *"Change of Control Offer."* In the Change of Control Offer, the Issuer will offer a *"Change of Control Payment"* in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest and Additional Interest thereon, if any, to the date of purchase. If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to the Change of Control Payment by the Issuer.

Within 30 days following any Change of Control, the Issuer will mail a notice to each holder (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on a certain date (the *"Change of Control Payment Date"*) specified in such notice, which will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Indenture and described in such notice. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this covenant, the Issuer's compliance with such laws and regulations shall not in and of itself cause a breach of their obligations under such covenant.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuer.

The paying agent will promptly mail to each holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail, or cause to be transferred by book entry, to each holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

The provisions described above that require the Issuer to make a Change of Control Offer following a Change of Control will be applicable regardless of whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the holders of the Notes to require that the Issuer repurchases or redeems the Notes in the event of a takeover, recapitalization or similar transaction.

The Issuer is not required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

In the event that holders of not less than 90% of the aggregate principal amount of the outstanding notes accept a Change of Control Offer and the Issuer purchases all of the Notes held by such holders, the Issuer has the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer described above, to redeem all of the Notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest on the notes that remain outstanding, to, but not including, the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

The definition of Change of Control includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the assets of the Company and its Subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require the Issuer to repurchase Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Issuer and its Subsidiaries, taken as a whole, or of the Company and its Subsidiaries, taken as a whole, to another Person or group may be uncertain.

The Credit Agreement provides that certain change of control events with respect to the Company would constitute a default under the Credit Agreement. Any future credit agreements or other similar agreements to which the Company or the Issuer becomes a party may contain similar restrictions and provisions and may also prohibit the Issuer from purchasing any Notes. In the event a Change of Control occurs at a time when the Company or the Issuer is prohibited from purchasing Notes, the Company or the Issuer could seek the consent of its lenders to the purchase of Notes or could attempt to refinance the borrowings that contain such prohibition. If the Company or the Issuer does not obtain such a consent or repay such borrowings, the Issuer will remain prohibited from purchasing Notes. In such case, the Issuer's failure to purchase tendered Notes would constitute an Event of Default under the Indenture which would, in turn, constitute a default under such other agreements. In addition, the exercise by the holders of Notes of their right to require the Issuer to repurchase the Notes upon a Change of Control could cause a default under these other agreements, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Company. Finally, the Issuer's ability to pay cash to the holders of Notes upon a repurchase may be limited by the Company's or the Issuer's then existing financial resources.

The provisions under the Indenture relative to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes then outstanding.

Certain Covenants

Set forth below are summaries of certain covenants that are contained in the Indenture.

Suspension of Covenants on Achievement of Investment Grade Status

Following the first day:

(a) the Notes have achieved Investment Grade Status; and

(b) no Default or Event of Default has occurred and is continuing under the Indenture, then, beginning on that day, and continuing until the Reversion Date (as defined below), the Company and its Restricted Subsidiaries will not be subject to the provisions of the Indenture summarized under the following headings (collectively, the "Suspended Covenants"):

- "—Limitation on Indebtedness,"
- "—Limitation on Restricted Payments,"
- "—Limitation on Restrictions on Distributions from Restricted Subsidiaries,"
- "—Limitation on Sales of Assets and Subsidiary Stock,"
- "—Limitation on Affiliate Transactions,"
- "—Limitation on Guarantees," and
- the provisions of clause (3) of the first paragraph of "—Merger and Consolidation."

No Default, Event of Default or breach of any kind shall be deemed to exist under the indenture or the notes with respect to the Suspended Covenants based on, and none of the Company or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring after the notes attain an Investment Grade Rating, regardless of whether such actions or event would have been permitted if the applicable Suspended Covenants remained in effect. The Suspended Covenants will not be reinstated even if the Company subsequently does not satisfy the requirements set forth in clauses (a) and (b) above. After the Suspended Covenants have been suspended, the Company and its Restricted Subsidiaries shall remain subject to the provisions of the indenture described above under the caption "Repurchase at the Option of Holders—Change of Control" and described under the following subheadings:

- "Liens,"
- "Merger, Consolidation or Sale of Assets" (other than the financial test set forth in clause (3) of that covenant), and
- "SEC Reports."

If at any time the Notes cease to have such Investment Grade Status or if a Default or Event of Default occurs and is continuing, then the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended (the *"Reversion Date"*) and be applicable pursuant to the terms of the Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Notes subsequently attain Investment Grade Status and no Default or Event of Default is in existence (in which event the Suspended Covenants shall no longer be in effect for such time that the Notes maintain an Investment Grade Status and no Default or Event of Default is in existence); *provided, however,* that no Default, Event of Default or breach of any kind shall be deemed to exist under the Indenture or the Notes with respect to the Suspended Covenants based on, and none of the Company or any of its Subsidiaries shall bear any liability under the Indenture or the Notes for, any actions taken or events occurring during the Suspension Period (as defined below), or any actions taken at any time pursuant to any contractual obligation entered into during the Suspension Period and not in contemplation of an impending Reversion Date, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reversion Date is referred to as the *"Suspension Period."*

On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to the first paragraph of "—Limitation on Indebtedness" or one of the clauses set forth in the second paragraph of "—Limitation on Indebtedness" (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the Reversion Date and after giving effect to the Indebtedness Incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to the first and second paragraphs of "—Limitation on Indebtedness," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (4)(b) of the second paragraph of "—Limitation on Indebtedness." Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under "—Limitation on Restricted Payments" will be made as though the covenants described under "—Limitation on Restricted Payments" had been in effect since the Issue Date and throughout the Suspension Period; *provided,* that, no Subsidiaries may be designated as Unrestricted Subsidiaries during the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of "—Limitation on Restricted Payments." During the Suspension Period, any future obligation to grant further Note Guarantees shall be suspended. All such further obligation to grant Note Guarantees shall be reinstated upon the Reversion Date.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Status.

Limitation on Indebtedness

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) and the Company will not issue any shares of Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or Preferred Stock; *provided,* that the Company may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any Restricted Subsidiary may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock and issue shares of Preferred Stock, if the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four- quarter period; *provided* that the then outstanding aggregate principal amount of Indebtedness (including Acquired Indebtedness), Disqualified Stock and Preferred Stock that may be incurred or issued, as applicable, pursuant to the foregoing by Restricted Subsidiaries that are not the Issuer or Guarantors shall not exceed $100.0 million.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

(1) the incurrence of Indebtedness pursuant to any Credit Facility; *provided* that the aggregate principal amount of all such Indebtedness outstanding under this clause (1) as of any date of incurrence (after giving *pro forma* effect to the application of the proceeds of such incurrence) shall not exceed (i) the greater of (A) $350 million, and (B) the sum of (x) 85% of the net book value of the accounts receivable of the Company and its Restricted Subsidiaries, (y) 75% of the total Eligible Inventory of the Company and its Restricted Subsidiaries, and (z) the sum of (A) 75% of the Eligible Real Property of the Company and its Restricted Subsidiaries and (B) 85% of of the value of the Eligible Equipment of the Company and its Restricted Subsidiaries, in each case, in each case determined in accordance with GAAP and calculated on a pro forma basis to give effect to any acquisitions or dispositions of assets made in connection with any transaction on the date of calculation; plus (ii) in the case of any refinancing of any Indebtedness permitted under this clause or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Guarantees by the Company or any Restricted Subsidiary of Indebtedness of the Company or any Guarantor so long as the Incurrence of such Indebtedness is permitted under the terms of the Indenture;

(3) Indebtedness, Preferred Stock or Disqualified Stock held by the Company or any Restricted Subsidiary; *provided, however*, that:

(a) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness, Preferred Stock or Disqualified Stock being beneficially held by a Person other than the Company or a Restricted Subsidiary of the Company; and

(b) any sale or other transfer of any such Indebtedness, Preferred Stock or Disqualified Stock to a Person other than the Company or a Restricted Subsidiary of the Company, shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be;

(4) Indebtedness represented by (a) the Notes (other than any Additional Notes), including any Guarantee thereof, (b) any Indebtedness (other than Indebtedness incurred pursuant to clauses (1) and (3)) outstanding on the Issue Date, and (c) Refinancing Indebtedness Incurred in respect of any Indebtedness described in this clause or clauses (5), (7) or (13) of this paragraph or Incurred pursuant to the first paragraph of this covenant;

(5) Indebtedness of (x) the Company or any Restricted Subsidiary Incurred or issued to finance an acquisition or (y) Persons that are acquired by the Company or any Restricted Subsidiary or merged into or consolidated with the Company or a Restricted Subsidiary in accordance with the terms of the Indenture; provided that after giving effect to such acquisition, merger or consolidation, either:

(a) the Company would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of this covenant; or

(b) the Fixed Charge Coverage Ratio of the Company and the Restricted Subsidiary would not be lower than immediately prior to such acquisition, merger or consolidation.

(6) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(7) Indebtedness represented by Capitalized Lease Obligations or Purchase Money Obligations, in an aggregate principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, including Refinancing Indebtedness in respect thereof, does not exceed $125.0 million;

(8) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, performance, indemnity, surety, judgment, appeal, advance payment, customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Company or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practices (other than Guarantees for borrowed money), (b) the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or consistent with past practices; *provided, however*, that such Indebtedness is extinguished within five Business Days of Incurrence; (c) customer deposits and advance payments received in the ordinary course of business or consistent with past practices from customers for goods or services purchased in the ordinary course of business or consistent with past practices; (d) letters of credit, bankers' acceptances, guarantees or other similar instruments or obligations issued or relating to liabilities or obligations Incurred in the ordinary course of business or consistent with past practices, and (e) any customary cash management, cash pooling or netting or setting off arrangements in the ordinary course of business or consistent with past practices;

(9) Indebtedness arising from agreements providing for guarantees, indemnification, obligations in respect of earn-outs or other adjustments of purchase price or, in each case, similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets or

Person or any Capital Stock of a Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring or disposing of such business or assets or such Subsidiary for the purpose of financing such acquisition or disposition); *provided* that the maximum liability of the Company and its Restricted Subsidiaries in respect of all such Indebtedness in connection with a Disposition shall at no time exceed the gross proceeds, including the fair market value of non-cash proceeds (measured at the time received and without giving effect to any subsequent changes in value), actually received by the Company and its Restricted Subsidiaries in connection with such disposition;

(10) Indebtedness of Non-Guarantors in an aggregate amount not to exceed the greater of (a) $20.0 million and (b) 1.5% of the Total Assets of the Company at any time outstanding and any Refinancing Indebtedness in respect thereof;

(11) Indebtedness consisting of promissory notes issued by the Company or any of its Subsidiaries to any current or former employee, director or consultant of the Company or any of its Subsidiaries (or permitted transferees, assigns, estates, or heirs of such employee, director or consultant), to finance the purchase or redemption of Capital Stock of the Company that is permitted by the covenant described below under "—Limitation on Restricted Payments";

(12) Indebtedness of the Company or any of its Restricted Subsidiaries consisting of (i) the financing of insurance premiums Incurred in the ordinary course of business or (ii) take-or-pay obligations contained in supply arrangements, in each case; and

(13) Indebtedness in an aggregate outstanding principal amount which, when taken together with any Refinancing Indebtedness in respect thereof and the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, will not exceed the greater of (a) $100.0 million and (b) 6.75% of the Total Assets of the Company at the time of Incurrence.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) subject to clause (3) below, in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Company, in its sole discretion, will classify, and may from time to time reclassify, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the clauses of the second paragraph or the first paragraph of this covenant;

(2) subject to clause (3) below, additionally, all or any portion of any item of Indebtedness may later be classified as having been Incurred pursuant to any type of Indebtedness described in the first and second paragraphs of this covenant so long as such Indebtedness is permitted to be Incurred pursuant to such provision at the time of reclassification;

(3) all Indebtedness outstanding on the Issue Date under the Credit Agreement shall be deemed Incurred on the Issue Date under clause (1) of the second paragraph of the description of this covenant;

(4) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(5) if obligations in respect of letters of credit, bankers' acceptances or other similar instruments are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to clause (1), (7), (10) or (13) of the second paragraph above or the first paragraph above and the letters of credit, bankers' acceptances or other similar instruments relate to other Indebtedness, then such other Indebtedness shall not be included;

(6) the principal amount of any Disqualified Stock of the Company or a Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(7) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(8) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined on the basis of GAAP.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, will not be deemed to be an Incurrence of Indebtedness. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of the Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under the covenant described under this "—Limitation on Indebtedness," the Company shall be in default of this covenant).

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company or a Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing. The Indenture will provide that the Company and the Issuer will not, and will not permit any Guarantor to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Company, the Issuer or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Guarantor's Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Company or such Guarantor, as the case may be.

The Indenture does not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral or is secured by different collateral.

Limitation on Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution on or in respect of the Company's or any Restricted Subsidiary's Capital Stock (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) except:

  (a) dividends or distributions payable in Capital Stock of the Company (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Company; and

  (b) dividends or distributions payable to the Company or a Restricted Subsidiary (and, in the case of any such Restricted Subsidiary making such dividend or distribution, to holders of its Capital Stock other than the Company or another Restricted Subsidiary on no more than a pro rata basis);

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Company held by Persons other than the Company or a Restricted Subsidiary;

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness (other than (a) any such purchase, repurchase, redemption, defeasance or other acquisition or retirement in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement and (b) any Indebtedness Incurred pursuant to clause (3) of the second paragraph of the covenant described under "—Limitation on Indebtedness"); or

(4) make any Restricted Investment;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) are referred to herein as a "Restricted Payment"), if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

(a) a Default shall have occurred and be continuing (or would result immediately thereafter therefrom);

(b) the Company is notable to Incur an additional $1.00 of Indebtedness pursuant to the first paragraph under the "—Limitation on Indebtedness" covenant after giving effect, on a *pro forma* basis, to such Restricted Payment; or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments made subsequent to October 1, 2001 (and not returned or rescinded) (including Permitted Payments permitted below by clause (6) of the next succeeding paragraph, but excluding all other Restricted Payments permitted by the next succeeding paragraph) would exceed the sum of (without duplication):

(i) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) beginning on October 1, 2001 to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit; *plus*

(ii) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Issue Date or otherwise contributed to the equity (other than through the issuance of Disqualified Stock) of the Company subsequent to the Issue Date (other than (x) Net Cash Proceeds or property or assets or marketable securities received from an issuance or sale of such Capital Stock pursuant to an incentive plan established by the Company or any Subsidiary of the Company for the benefit of its employees to the extent funded by the Company or any Restricted Subsidiary, (y) Net Cash Proceeds or property or assets or marketable securities to the extent that any Restricted Payment has been made from such proceeds in reliance on clause (6) of the next succeeding paragraph and (z) Excluded Contributions);

(iii) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Company or any Restricted Subsidiary from the issuance or sale (other than to the Company or a Restricted Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any Subsidiary of the Company for the benefit of their employees to the extent funded by the Company or any Restricted Subsidiary) by the Company or any Restricted Subsidiary subsequent to the Issue Date of any Indebtedness or Disqualified Stock that has been converted into or exchanged for Capital Stock of the Company (other than Disqualified Stock) plus, without duplication, the amount of any cash, and the fair market value of property or assets or marketable securities, received by the Company or any Restricted Subsidiary upon such conversion or exchange;

(iv) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property received by means of: (i) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of Restricted Investments made by the Company or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Company or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constitute Restricted Investments by the Company or its Restricted Subsidiaries, in each case after the Issue Date; or (ii) the sale (other than to the Company or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than in each case to the extent of the amount of the Investment that constituted a Permitted Investment) or a dividend from an Unrestricted Subsidiary after the Issue Date; and

(v) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary after the Issue Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred), as determined in good faith of the Company at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger or consolidation or transfer of assets (after taking into consideration any Indebtedness associated with the Unrestricted Subsidiary so designated or merged or consolidated or Indebtedness associated with the assets so transferred), other than to the extent of the amount of the Investment that constituted a Permitted Investment.

The foregoing provisions do not prohibit any of the following (collectively, " *Permitted Payments* "):

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof if at the date of declaration such payment would have complied with the provisions of the Indenture, or the redemption, repurchase or retirement of Indebtedness if, at the date of any irrevocable redemption notice, such payment would have complied with the provisions of the Indenture as if it were and is deemed at such time to be a Restricted Payment at the time of such notice;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock or Subordinated Indebtedness made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock) (" *Refunding Capital Stock* ") or a substantially concurrent contribution to the equity (other than through the issuance of Disqualified Stock or through an Excluded Contribution) of the Company; *provided, however* , that to the extent so applied, the Net Cash Proceeds, or fair market value of property or assets or of marketable securities, from such sale of Capital Stock or such contribution will be excluded from clause (c) of the preceding paragraph;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Indebtedness that constitutes Refinancing Indebtedness permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(4) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Preferred Stock of the Company or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock (other than an issuance of Disqualified Stock of the Company or Preferred Stock of a Restricted Subsidiary to replace Preferred Stock (other than Disqualified Stock) of the Company) of the Company or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(5) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary:

(a) from Net Available Cash to the extent permitted under "—Limitation on Sales of Assets and Subsidiary Stock" below, but only if the Company shall have first complied with the terms described under "—Limitation on Sales of Assets and Subsidiary Stock" and purchased all Notes tendered pursuant to any offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock; or

(b) to the extent required by the agreement governing such Subordinated Indebtedness, Disqualified Stock or Preferred Stock, following the occurrence of a Change of Control (or other similar event described therein as a "change of control"), but only if the Company shall have first complied with the terms described under "—Change of Control" and purchased all Notes tendered pursuant to the offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(6) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Capital Stock (other than Disqualified Stock) of the Company held by any future, present or former employee, director or consultant of the Company or any of its Subsidiaries (or permitted transferees, assigns, estates, trusts or heirs of such employee, director or consultant) either pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or upon the termination of such employee, director or consultant's employment or directorship; *provided* , *however* , that the aggregate Restricted Payments made under this clause do not exceed $5.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum of $10.0 million in any calendar year); *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds from the sale of Capital Stock (other than Disqualified Stock) of the Company to members of management, directors or consultants of the Company or any of its Subsidiaries that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments by virtue of clause (c) of the preceding paragraph; plus

(b) the cash proceeds of key man life insurance policies received by the Company and its Restricted Subsidiaries after the Issue Date; less

(c) the amount of any Restricted Payments made in previous calendar years pursuant to clauses (a) and (b) of this clause;

and *provided further* that cancellation of Indebtedness owing to the Company or any Restricted Subsidiary from members of management, directors, employees or consultants of the Company or Restricted Subsidiaries in connection with a repurchase of Capital Stock of the Company will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of the Indenture;

(7) the declaration and payment of dividends on Disqualified Stock, or Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of the covenant described under "—Limitation on Indebtedness" above;

(8) purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other rights in respect thereof if such Capital Stock represents a portion of the exercise price thereof;

(9) repurchases of shares of capital stock and the payment of cash dividends on the Company's Common Stock in an annual aggregate amount not to exceed $0.24 multiplied by the number of shares of the

Company's Common Stock outstanding as of the date of such repurchase or the record date for such dividends (such $0.24 amount shall be appropriately adjusted for any stock splits, stock dividends, reverse stock splits, stock consolidations and similar transactions);

(10) payments by the Company to holders of Capital Stock of the Company in lieu of the issuance of fractional shares of such Capital Stock, *provided, however* , that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this covenant or otherwise to facilitate any dividend or other return of capital to the holders of such Capital Stock (as determined in good faith by the Board of Directors);

(11) Restricted Payments that are made with Excluded Contributions;

(12) so long as no Default or Event of Default has occurred and is continuing (or would result from), Restricted Payments (including loans or advances) in an aggregate amount outstanding at the time made not to exceed $75.0 million;

(13) so long as no Default or Event of Default has occurred and is continuing (or would result therefrom), mandatory redemptions of Disqualified Stock issued as a Restricted Payment or as consideration for a Permitted Investment;

(14) any Restricted Payments made by the Company or any Restricted Subsidiary; provided that, immediately after giving pro forma effect thereto and the Incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio would be no greater than 2.50 to 1.00; and

(15) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary; provided that (x) the assets of such Restricted Subsidiary immediately prior to such designation consists only of operations in the United Kingdom, (y) the total assets of such Restricted Subsidiary less all liabilities of such Restricted Subsidiary (other than liabilities for which the Company or any Restricted Subsidiary will be liable immediately after such designation) is less than 15% of the Company's total consolidated assets less total consolidated liabilities (on the most recently available quarterly or annual consolidated balance sheet of the Company prepared in conformity with GAAP), provided further, that the net assets of such Restricted Subsidiary may exceed 15% of the Company's net assets to the extent that the Company would be permitted to make a Restricted Payment in an amount equal to such excess and (z) immediately prior to and after giving effect to such designation, the Company could incur at least $1 of additional Indebtedness under the first paragraph set forth under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" as if the Fixed Charge Coverage Ratio were 2.75 to 1.

For purposes of determining compliance with this "Restricted Payments" covenant, in the event that a Restricted Payment meets the criteria of more than one of the categories of Permitted Payments described in clauses (1) through (15) above, or is permitted pursuant to the first paragraph of this covenant, the Company is entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify such Restricted Payment (or portion thereof) in any manner that complies with this covenant, except that the Company may not reclassify any Restricted Payments as having been made under clause (14) above if originally made under another clause or pursuant to the first paragraph of this covenant.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset (s) or securities proposed to be paid, transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be their face amount, and the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Board of Directors of the Company acting in good faith.

Limitation on Liens

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, Incur or permit to exist any Lien that secures Indebtedness (other than Permitted Liens) upon any of its property or assets (including Capital Stock of a Restricted Subsidiary of the Company), whether owned on the Issue Date or acquired after that date, (such Lien, the " *Initial Lien* "), without effectively providing that the Notes shall be secured equally and ratably with (or prior to) the obligations so secured for so long as such obligations are so secured.

Any Lien created for the benefit of the Holders of the Notes pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "Increased Amount" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary (other than a Guarantor) to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(A) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Company or any Restricted Subsidiary;

(B) make any loans or advances to the Company or any Restricted Subsidiary; or

(C) sell, lease or transfer any of its property or assets to the Company or any Restricted Subsidiary; *provided* that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Company or any Restricted Subsidiary to other Indebtedness Incurred by the Company or any Restricted Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

The provisions of the preceding paragraph do not prohibit:

(1) any encumbrance or restriction pursuant to (a) any Credit Facility or (b) any other agreement or instrument, in each case, in effect at or entered into on the Issue Date (or otherwise required as of the Issue Date);

(2) the Indenture, the Notes and the Note Guarantees;

(3) any encumbrance or restriction pursuant to applicable law, rule, regulation or order;

(4) any encumbrance or restriction pursuant to an agreement or instrument of a Person or relating to any Capital Stock or Indebtedness of a Person, entered into on or before the date on which such Person was acquired by or merged, consolidated or otherwise combined with or into the Company or any Restricted Subsidiary, or was designated as a Restricted Subsidiary or on which such agreement or instrument is assumed by the Company or any Restricted Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any

portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Company or was merged, consolidated or otherwise combined with or into the Company or any Restricted Subsidiary or such agreement or instrument was entered into in contemplation of or in connection with such transaction) and outstanding on such date; *provided* that, for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed by the Company or any Restricted Subsidiary when such Person becomes the Successor Company;

(5) any encumbrance or restriction:

(a) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract or agreement, or the assignment or transfer of any lease, license or other contract or agreement;

(b) contained in mortgages, pledges, charges or other security agreements permitted under the Indenture or securing Indebtedness of the Company or a Restricted Subsidiary permitted under the Indenture to the extent such encumbrances or restrictions restrict the transfer or encumbrance of the property or assets subject to such mortgages, pledges, charges or other security agreements; or

(c) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Restricted Subsidiary;

(6) any encumbrance or restriction pursuant to Purchase Money Obligations or Capitalized Lease Obligations permitted under the Indenture, in each case, that impose encumbrances or restrictions on the property so acquired;

(7) any encumbrance or restriction imposed pursuant to an agreement entered into for the direct or indirect sale or disposition to a Person of all or substantially all the Capital Stock or assets of the Company or any Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(8) customary provisions in leases, licenses, shareholder agreements, joint venture agreements, organizational documents and other similar agreements and instruments;

(9) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business or consistent with past practices;

(10) any encumbrance or restriction pursuant to Hedging Obligations;

(11) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be Incurred or issued subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on Indebtedness" that impose restrictions solely on the Foreign Subsidiaries party thereto or their Subsidiaries;

(12) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on Indebtedness" if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Holders than (i) the encumbrances and restrictions contained in the Credit Agreement, together with the security documents associated therewith as in effect on the Issue Date or (ii) in comparable financings (as determined in good faith by the Company) and where, in the case of clause (ii), either (a) the Company determines at the time of issuance of such Indebtedness that such encumbrances or restrictions will not adversely affect, in any material respect, the Company's ability to make principal or interest payments on the Notes or (b) such encumbrance or restriction applies only during the continuance of a default relating to such Indebtedness;

(13) any encumbrance or restriction existing by reason of any lien permitted under "—Limitation on Liens"; or

(14) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise extends, renews, restates, replaces, restructures or refinances, an agreement or instrument referred to in clauses (1) to (13) of this paragraph or this clause (an " *Initial Agreement* ") or contained in any amendment, supplement, extension, renewal, restatement, replacement, restructuring or other modification to an agreement referred to in clauses (1) to (13) of this paragraph or this clause (14); *provided* , *however* , that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement or instrument are not materially less favorable to the Holders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Company).

Limitation on Sales of Assets and Subsidiary Stock

The Company will not, and will not permit any of its Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Company or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Board of Directors of the Company, of the shares and assets subject to such Asset Disposition (including, for the avoidance of doubt, if such Asset Disposition is a Permitted Asset Swap);

(2) in any such Asset Disposition, or series of related Asset Dispositions (except to the extent the Asset Disposition is a Permitted Asset Swap), at least 75% of the consideration from such Asset Disposition (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) the Company or any of its Restricted Subsidiaries, at its respective option, will apply such Net Available Cash from any Asset Disposition:

(a) (i) to prepay, repay or purchase any Indebtedness of a Non-Guarantor or that is secured by a Lien (in each case, other than Indebtedness owed to the Company or any Restricted Subsidiary) or Indebtedness under the Credit Agreement (or any Refinancing Indebtedness in respect thereof) within 365 days from the later of (A) the date of such Asset Disposition and (B) the receipt of such Net Available Cash; *provided, however* , that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (a), the Company or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or (ii) to prepay, repay or purchase Pari Passu Indebtedness; provided further that, to the extent the Company redeem, repay or repurchase Pari Passu Indebtedness pursuant to this clause (ii), the Company shall equally and ratably reduce Obligations under the Notes as provided under "—Optional Redemption," through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest and Additional Interest, if any, on the amount of Notes that would otherwise be prepaid; or

(b) to invest in or commit to invest in Additional Assets (including by means of an investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Company or another Restricted Subsidiary) within 365 days from the later of (i) the date of such Asset Disposition and (ii) the receipt of such Net Available Cash; *provided, however* , that any such reinvestment in Additional Assets made pursuant to a definitive binding agreement or a

commitment approved by the Board of Directors of the Company that is executed or approved within such time will satisfy this requirement, so long as such investment is consummated within 180 days of such 365th day;

provided that, pending the final application of any such Net Available Cash in accordance with clause (a) or clause (b) above, the Company and its Restricted Subsidiaries may temporarily reduce Indebtedness or otherwise use such Net Available Cash in any manner not prohibited by the Indenture.

Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied or invested as provided in the preceding paragraph will be deemed to constitute " *Excess Proceeds* " under the Indenture. If the aggregate amount of Excess Proceeds under the Indenture exceeds $40 million, the Company will within 10 Business Days be required to make an offer (" *Asset Disposition Offer* ") to all Holders of Notes issued under such Indenture and, to the extent the Company or the Issuer elects, to all holders of other outstanding Pari Passu Indebtedness, to purchase the maximum principal amount of Notes and any such Pari Passu Indebtedness to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price in respect of the Notes in an amount equal to 100% of the principal amount of the Notes and Pari Passu Indebtedness, in each case, plus accrued and unpaid interest and Additional Interest, if any, to, but not including, the date of purchase, in accordance with the procedures set forth in the Indenture or the agreements governing the Pari Passu Indebtedness, as applicable, and, with respect to the Notes, in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The Company will deliver notice of such Asset Disposition Offer electronically or by first-class mail, with a copy to the Trustee and Agent, to each Holder of Notes at the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, describing the transaction or transactions that constitute the Asset Disposition and offering to repurchase the Notes for the specified purchase price on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Indenture and described in such notice.

To the extent that the aggregate amount of Notes and Pari Passu Indebtedness so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for any purpose not prohibited by the Indenture. If the aggregate principal amount of the Notes surrendered in any Asset Disposition Offer by Holders and other Pari Passu Indebtedness surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Excess Proceeds shall be allocated among the Notes and Pari Passu Indebtedness to be purchased on a pro rata basis on the basis of the aggregate principal amount of tendered Notes and Pari Passu Indebtedness, provided that no Notes or other Pari Passu Indebtedness will be selected and purchased in an unauthorized denomination. Upon completion of any Asset Disposition Offer, the amount of Excess Proceeds shall be reset at zero.

To the extent that any portion of Net Available Cash payable in respect of the Notes is denominated in a currency other than U.S. dollars, the amount thereof payable in respect of the Notes shall not exceed the net amount of funds in U.S. dollars that is actually received by the Company upon converting such portion into U.S. dollars.

Notwithstanding any other provisions of this covenant, (i) to the extent that any of or all the Net Available Cash of any Asset Disposition by a Foreign Subsidiary (a "Foreign Disposition") is (x) prohibited or delayed by applicable local law, (y) restricted by applicable organizational documents or any agreement or (z) subject to other onerous organizational or administrative impediments from being repatriated to the United States, the portion of such Net Available Cash so affected will not be required to be applied in compliance with this covenant, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation to the United States (the Company hereby agreeing to use reasonable efforts (as determined in the Company's reasonable business judgment) to otherwise cause the applicable Foreign Subsidiary to within one year following the date on which the respective payment would otherwise have been required, promptly take all actions reasonably required by the applicable local law,

applicable organizational impediments or other impediment to permit such repatriation), and if within one year following the date on which the respective payment would otherwise have been required, such repatriation of any of such affected Net Available Cash is permitted under the applicable local law, applicable organizational impediment or other impediment, such repatriation will be promptly effected and such repatriated Net Available Cash will be promptly (and in any event not later than five (5) Business Days after such repatriation could be made) applied (net of additional Taxes payable or reserved against as a result thereof) (whether or not repatriation actually occurs) in compliance with this covenant and (ii) to the extent that the Company has determined in good faith that repatriation of any of or all the Net Available Cash of any Foreign Disposition would have an adverse Tax cost consequence with respect to such Net Available Cash (which for the avoidance of doubt, includes, but is not limited to, any prepayment whereby doing so Holdings, the Company, any Restricted Subsidiary or any of their respective affiliates and/or equity partners would incur a tax liability, including a tax dividend, deemed dividend pursuant to Code Section 956 or a withholding tax), the Net Available Cash so affected may be retained by the applicable Foreign Subsidiary. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

For the purposes of clause (2) of the first paragraph of this covenant, the following will be deemed to be cash:

(1) the assumption by the transferee of Indebtedness or other liabilities of the Company or a Restricted Subsidiary (other than Subordinated Indebtedness of the Company or a Guarantor) and the release of the Company or such Restricted Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(2) securities, notes or other obligations received by the Company or any Restricted Subsidiary of the Company from the transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents within 180 days following the closing of such Asset Disposition;

(3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Company and each other Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Disposition;

(4) consideration consisting of Indebtedness of the Company (other than Subordinated Indebtedness) received after the Issue Date from Persons who are not the Company or any Restricted Subsidiary; and

(5) any Designated Non-Cash Consideration received by the Company or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed the greater of (i) $40.0 million; and (ii) 3.0% of the Total Assets of the Company (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

The Credit Agreement prohibits the Issuer from purchasing any Notes and also provides that certain asset sale events with respect to the Company or the Issuer would constitute a default under the Credit Agreement. Any future credit agreements or other similar agreements to which the Company or the Issuer becomes a party may contain similar restrictions and provisions and may also prohibit the Issuer from purchasing any Notes. In the event an Asset Disposition occurs at a time when the Company or the Issuer is prohibited from purchasing the Notes, the Company or the Issuer could seek the consent of its lenders to the purchase of the Notes or could attempt to refinance the borrowings that contain such prohibition. If the Company or the Issuer does not obtain such consent or repay such borrowings, the Issuer will remain prohibited from purchasing the Notes. In such case, the Issuer’s failure to purchase tendered Notes would constitute an Event of Default under the Indenture.

Limitation on Affiliate Transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Company (an " *Affiliate Transaction* ") involving aggregate value in excess of $5.0 million unless:

(1) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(2) in the event such Affiliate Transaction involves an aggregate value in excess of $35.0 million, the terms of such transaction have been approved by a majority of the members of the Board of Directors of the Company.

Any Affiliate Transaction shall be deemed to have satisfied the requirements set forth in clause (2) of this paragraph if such Affiliate Transaction is approved by a majority of the Disinterested Directors, if any.

The provisions of the preceding paragraph do not apply to:

(1) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on Restricted Payments," or any Permitted Investment;

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Company or any Restricted Subsidiary, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits or consultants' plans (including valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) or indemnities provided on behalf of officers, employees, directors or consultants approved by the Board of Directors of the Company, in each case in the ordinary course of business or consistent with past practices;

(3) any transaction between or among the Company and any Restricted Subsidiary (or entity that becomes a Restricted Subsidiary as a result of such transaction), or between or among Restricted Subsidiaries;

(4) the payment of compensation, reasonable fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension
expenses provided on behalf of, directors, officers, consultants or employees of the Company or any Restricted Subsidiary of the Company (whether directly or indirectly and including through any Person owned or controlled by any of such directors, officers or employees);

(5) the entry into and performance of obligations of the Company or any of its Restricted Subsidiaries under the terms of any transaction arising out of, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Issue Date, as these agreements and instruments may be amended, modified, supplemented, extended, renewed or refinanced from time to time in accordance with the other terms of this covenant or to the extent not more disadvantageous to the Holders in any material respect;

(6) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practices, which are fair to the Company or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors or the senior management of the Company or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(7) any transaction between or among the Company or any Restricted Subsidiary and any Affiliate of the Company or an Associate or similar entity that would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an equity interest in or otherwise controls such Affiliate, Associate or similar entity;

(8) issuances or sales of Capital Stock (other than Disqualified Stock) of the Company or options, warrants or other rights to acquire such Capital Stock and the granting of registration and other customary rights in connection therewith or any contribution to capital of the Company or any Restricted Subsidiary;

(9) transactions in which the Company or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (1) of the preceding paragraph;

(10) any purchases by the Company's Affiliates of Indebtedness or Disqualified Stock of the Company or any of its Restricted Subsidiaries the majority of which Indebtedness or Disqualified Stock is purchased by Persons who are not the Company's Affiliates; *provided* that such purchases by the Company's Affiliates are on the same terms as such purchases by such Persons who are not the Company's Affiliates; and

(11) transactions entered into by an Unrestricted Subsidiary, so long as not entered in contemplation of the redesignation as a Restricted Subsidiary, with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary as a Restricted Subsidiary as described under the caption "Designation of Restricted and Unrestricted Subsidiaries."

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Company may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments" or under one or more clauses of the definition of Permitted Investments, as determined by the Company. That designation is only permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Company giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions and was permitted by the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," the Company will be in default of such covenant.

The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Company; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," calculated on a *pro forma* basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default

or Event of Default would be in existence before or after such designation. Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee a certified copy of a resolution of the Board of Directors of the Company giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions.

Reports

Whether or not the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any notes are outstanding, the Company will furnish to the Trustee:

(1) within 90 days after the end of each fiscal year, annual reports of the Company containing substantially all of the financial information that would have been required to be contained in an Annual Report on Form 10-K under the Exchange Act if the Company had been a reporting company under the Exchange Act (but only to the extent similar information is included in the Company's Offering Memorandum dated June 10, 2014), including (A) "Management's Discussion and Analysis of Financial Condition and Results of Operations," and (B) audited financial statements prepared in accordance with GAAP;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, quarterly reports of the Company containing substantially all of the financial information that would have been required to be contained in a Quarterly Report on Form 10-Q under the Exchange Act if the Company had been a reporting company under the Exchange Act, including (A) "Management's Discussion and Analysis of Financial Condition and Results of Operations," and (B) unaudited quarterly financial statements prepared in accordance with GAAP; and

(3) within the time periods specified for filing Current Reports on Form 8-K after the occurrence of each event that would have been required to be reported in a Current Report on Form 8-K under the Exchange Act if the Company had been a reporting company under the Exchange Act, current reports containing substantially all of the information that would have been required to be contained in a Current Report on Form 8-K under the Exchange Act if the Company had been a reporting company under the Exchange Act.

Notwithstanding the foregoing, such reports (A) will not be required to comply with Section 302, Section 906 or Section 404 of the Sarbanes-Oxley Act of 2002, or related Items 307 and 308 of Regulation S-K promulgated by the SEC, or Item 10(e) of Regulation S-K (with respect to any non- GAAP financial measures contained therein) and (B) will not be required to contain the separate financial information for Guarantors or Subsidiaries whose securities are pledged to secure the Notes contemplated by Rule 3-10 or Rule 3-16 of Regulation S-X promulgated by the SEC.

In addition, the Company shall furnish to noteholders, prospective investors, broker-dealers and securities analysts, upon their request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the notes are not freely transferable under the Securities Act.

If at any time any of the Subsidiaries of the Company that have been designated as Unrestricted Subsidiaries have combined net assets exceeding 10% of the Company's consolidated net assets, then the quarterly and annual financial information required by the first paragraph of this covenant will include or be accompanied by a reasonably detailed presentation of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

In the event that any parent of the Company becomes a guarantor of the Notes, the Indenture permits the Company to satisfy its obligations in this covenant with respect to financial information relating to the Company by furnishing financial information relating to such parent; *provided* that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Company and its Restricted Subsidiaries on a standalone basis, on the other hand.

Notwithstanding the foregoing, the Company will be deemed to have furnished such reports referred to above to the Trustee and the Holders of the Notes if the Company has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available; *provided , however* , that the Trustee shall have no responsibility whatsoever to determine if such filing has occurred.

Limitation on Guarantees

The Company will not permit any of its Wholly Owned Subsidiaries that are Restricted Subsidiaries (and non-Wholly Owned Subsidiaries if such non-Wholly Owned Subsidiaries guarantee other capital markets debt of the Issuer or any Guarantor), other than a Guarantor, to Guarantee any Indebtedness of the Issuer or any Guarantor or and, unless:

(1) such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to the Indenture providing for a senior Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Issuer or any Guarantor, if such Indebtedness is by its express terms subordinated in right of payment to the Notes or such Guarantor's Note Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Notes or such Guarantor's Note Guarantee;

(2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee until payment in full of Obligations under the Indenture; and

(3) such Restricted Subsidiary shall deliver to the Trustee an Opinion of Counsel stating that:

  (a) such Guarantee has been duly executed and authorized; and

  (b) such Guarantee constitutes a valid, binding and enforceable obligation of such Restricted Subsidiary, except insofar as enforcement thereof may be limited by bankruptcy, insolvency or similar laws (including all laws relating to fraudulent transfers) and except insofar as enforcement thereof is subject to general principals of equity;

provided that this covenant shall not be applicable (i) to any guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary, or (ii) in the event that the Guarantee of the Company's obligations under the Notes or the Indenture by such Subsidiary would not be permitted under applicable law, or if a consent is required thereunder and cannot be reasonably obtained in the good faith judgment of the Company.

The Company may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor, in which case, such Subsidiary shall only be required to comply with the 30-day period described above.

If any Guarantor becomes an Immaterial Subsidiary, the Company shall have the right, by execution and delivery of a supplemental indenture to the Trustee, to cause such Immaterial Subsidiary to cease to be a Guarantor, subject to the requirement described in the first paragraph above that such Subsidiary shall be required to become a Guarantor if it ceases to be an Immaterial Subsidiary (except that if such Subsidiary has been properly designated as an Unrestricted Subsidiary it shall not be so required to become a Guarantor or execute a supplemental indenture); provided, further, that such Immaterial Subsidiary shall not be permitted to Guarantee any Indebtedness of the Company or the other Guarantors, unless it again becomes a Guarantor.

Merger and Consolidation

The Company

Neither the Company nor the Issuer will consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless:

(1) the resulting, surviving or transferee Person (the " *Successor Company* ") will be a Person organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, Canada, Switzerland, the United Kingdom, any member of the European Union, or any state, province or division of any of the foregoing countries and the Successor Company (if not the Company or the Issuer, as the case may be) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, all the obligations of the Company or the Issuer, as the case may be under the Notes and the Indenture, provided that if such Successor Company is not a corporation, a co-obligor of the Notes that is a Restricted Subsidiary is a corporation organized under such laws;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary of the Successor Company as a result of such transaction as having been Incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction, either (a) the Successor Company would be able to Incur at least an additional $1.00 of Indebtedness pursuant to the first paragraph of the covenant described under "—Limitation on Indebtedness" or (b) the Fixed Charge Coverage Ratio would not be lower than it was immediately prior to giving effect to such transaction; and

(4) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each to the effect that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture and an Opinion of Counsel to the effect that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the Successor Company, *provided* that in giving an Opinion of Counsel, counsel may rely on an Officer's Certificate as to any matters of fact, including as to satisfaction of clauses (2) and (3) above.

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture but in the case of a lease of all or substantially all its assets, the predecessor company will not be released from its obligations under the Indenture or the Notes.

Notwithstanding the preceding clauses (2), (3) and (4) (which do not apply to transactions referred to in this sentence), (a) any Restricted Subsidiary of the Company may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Company and (b) any Restricted Subsidiary may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to any other Restricted Subsidiary. Notwithstanding the preceding clauses (2) and (3) (which do not apply to the transactions referred to in this sentence), the Company may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Company, reincorporating the Company in another jurisdiction, or changing the legal form of the Company.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

The foregoing provisions (other than the requirements of clause (2) of the first paragraph of this covenant) shall not apply to the creation of a new Subsidiary as a Restricted Subsidiary of the Company.

Guarantors

No Guarantor (other than the Company) may:

(1) consolidate with or merge with or into any Person, or

(2) sell, convey, transfer or dispose of, all or substantially all its assets, in one transaction or a series of related transactions, to any Person, or

(3) permit any Person to merge with or into the Guarantor, unless:

(A) the other Person is the Issuer or a Guarantor or becomes a Guarantor concurrently with the transaction; or

(B) (1) either (x) a Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Guarantor under its Guarantee of the Notes; and (2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(C) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (in each case other than to the Company or a Restricted Subsidiary) otherwise permitted by the Indenture.

There is no precise established definition of the phrase “substantially all” under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve “all or substantially all” of the property or assets of a Person.

Events of Default

Each of the following is an Event of Default under the Indenture:

(1) default in any payment of interest or Additional Interest, if any, on any Note when due and payable, continued for 30 days;

(2) default in the payment of the principal amount of or premium, if any, on any Note issued under the Indenture when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise;

(3) failure to comply with the Company’s agreements or obligations contained in the Indenture for 60 days after written notice by the Trustee on behalf of the Holders or by the Holders of 30% in principal amount of the outstanding Notes;

(4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is Guaranteed by the Company any of its Restricted Subsidiaries) other than Indebtedness owed to the Company or a Restricted Subsidiary whether such Indebtedness or Guarantee now exists, or is created after the date hereof, which default:

(a) is caused by a failure to pay principal of such Indebtedness, at its stated final maturity (after giving effect to any applicable grace periods) provided in such Indebtedness (“ *payment default* ”); or

(b) results in the acceleration of such Indebtedness prior to its stated final maturity (the “ *cross acceleration provision* ”);

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates $35.0 million or more;

(5) certain events of bankruptcy, insolvency or court protection of the Company or a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries), would constitute a Significant Subsidiary (the " *bankruptcy provisions* ");

(6) failure by the Company or any Significant Subsidiary (or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries) would constitute a Significant Subsidiary), to pay final judgments aggregating in excess of $35.0 million other than any judgments covered by indemnities provided by, or insurance policies issued by, reputable and creditworthy issuers, which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed (the " *judgment default provision* "); or

(7) any Guarantee of the Notes ceases to be in full force and effect, other than in accordance with the terms of the Indenture or a Guarantor denies or disaffirms its obligations under its Guarantee of the Notes, other than in accordance with the terms thereof or upon release of such Guarantee in accordance with the Indenture.

However, a default under clauses (3), (4) or (6) of this paragraph will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Notes notify the Company of the default and, with respect to clauses (3) and (6) the Company does not cure such default within the time specified in clauses (3) or (6), as applicable, of this paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (5) above with respect to the Company) occurs and is continuing, the Trustee by notice to the Company or the Holders of at least 30% in principal amount of the outstanding Notes by written notice to the Company and the Trustee, may, and the Trustee (subject to certain conditions) at the request of such Holders shall, declare the principal of, and accrued and unpaid interest, if any, on all the Notes to be due and payable and to the extent such Event of Default arises from the failure to pay the redemption price that is then due and not subject to any conditions in connection with an optional redemption, the premium then due with respect to such optional redemption on all the Notes to be due and payable. Upon such a declaration, the principal of, and accrued and unpaid interest, if any, on the Notes will be due and payable immediately together with any premium new with respect to an optional redemption. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (4) under "—Events of Default" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (4) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, in each case, within 30 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal, premium or interest, including Additional Interest, if any, on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

If an Event of Default described in clause (5) above with respect to the Company occurs and is continuing the principal of, and accrued and unpaid interest, if any, on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

The Holders of a majority in principal amount of the outstanding Notes under the Indenture may waive all past or existing Defaults or Events of Default (except with respect to nonpayment of principal, premium or

interest, including Additional Interest, if any) and rescind any such acceleration with respect to such Notes and its consequences if rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

If an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any fee, loss, liability or expense. Except to enforce the right to receive payment of principal or interest when due, no Holder may pursue any remedy with respect to the Indenture or the Notes unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

(2) Holders of at least 30% in principal amount of the outstanding Notes have requested in writing the Trustee to pursue the remedy;

(3) such Holders have offered in writing the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the written request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the outstanding Notes have not given the Trustee a written direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Indenture provides that, in the event an Event of Default has occurred and is continuing, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee will be entitled to indemnification satisfactory to it against all liabilities, losses, expenses caused by taking or not taking such action.

The Indenture provides that if a Default occurs and is continuing and the Trustee is informed of such occurrence by the Company in writing, the Trustee must give notice of the Default to the Holders within 60 days after being notified by the Company. Except in the case of a Default in the payment of principal of, or premium, if any, or interest on any Note, the Trustee may withhold notice if and so long as it in good faith determines that withholding notice is in the interests of the Holders. The Company is required to deliver to the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Company is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which they are aware which would constitute certain Defaults, their status and what action the Company is taking or proposes to take in respect thereof.

Notwithstanding any other provision of the Indenture, the sole remedy for an Event of Default relating to the failure to comply with the reporting obligations described above under the heading "—Certain Covenants—Reports," and for any failure to comply with the requirements of Section 314(a) of the Trust Indenture Act, if any, will for the 60 days after the occurrence of such an Event of Default consist exclusively of the right to receive additional interest on the principal amount of the Notes at a rate equal to 0.25% per annum. This additional interest will be payable in the same manner and subject to the same terms as other interest payable under the Indenture. This additional interest will accrue on all outstanding Notes from and including the date on which an Event of Default relating to a failure to comply with the reporting obligations described above under the heading "—Certain Covenants—Reports" or Section 314(a) of the Trust Indenture Act first occurs, if

applicable, to but excluding the 60th day thereafter (or such earlier date on which the Event of Default relating to such reporting obligations is cured or waived). If the Event of Default resulting from such failure to comply with the reporting obligations is continuing on such 60th day, such additional interest will cease to accrue and the Notes will be subject to the other remedies provided under the heading "—Events of Default."

The Notes provide for the Trustee to take action on behalf of the Holders in certain circumstances, but only if the Trustee is indemnified to its satisfaction. It may not be possible for the Trustee to take certain actions in relation to the Notes and, accordingly, in such circumstances the Trustee will be unable to take action, notwithstanding the provision of an indemnity to it, and it will be for Holders to take action directly.

Amendments and Waivers

Subject to certain exceptions, the Note Documents may be amended, supplemented or otherwise modified with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes) and, subject to certain exceptions, any default or compliance with any provisions thereof may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes). However an amendment or waiver may not, with respect to any such Notes held by a non-consenting Holder:

(1) reduce the principal amount of such Notes whose Holders must consent to an amendment;

(2) reduce the stated rate of or extend the stated time for payment of interest on any such Note (other than provisions relating to Change of Control and Asset Dispositions);

(3) reduce the principal of or extend the Stated Maturity of any such Note;

(4) reduce the premium payable upon the redemption of any such Note or change the time at which any such Note may be redeemed, in each case as described above under "—Optional Redemption";

(5) make any such Note payable in money other than that stated in such Note;

(6) impair the right of any Holder to receive payment of principal of and interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any such payment on or with respect to such Holder's Notes;

(7) waive a Default or Event of Default with respect to the nonpayment of principal, premium, interest or Additional Interest (except pursuant to a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of such Notes and a waiver of the payment default that resulted from such acceleration); or

(8) make any change in the amendment or waiver provisions which require the Holders' consent described in this sentence.

Notwithstanding the foregoing, without the consent of any Holder, the Company and the Trustee may amend or supplement any Note Documents to:

(1) cure any ambiguity, omission, mistake, defect, error or inconsistency, conform any provision to this "Description of the Exchange Notes," or reduce the minimum denomination of the Notes;

(2) provide for the assumption by a successor Person of the obligations of the Company under any Note Document;

(3) provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) add to the covenants or provide for a Guarantee for the benefit of the Holders or surrender any right or power conferred upon the Company or any Restricted Subsidiary;

(5) make any change that does not adversely affect the rights of any Holder in any material respect;

(6) make such provisions as necessary (as determined in good faith by the Company) for the issuance of Additional Notes;

(7) to provide for any Restricted Subsidiary to provide a Guarantee in accordance with the covenant described under "—Certain Covenants—Limitation on Indebtedness," to add Guarantees with respect to the Notes, to add security to or for the benefit of the Notes, or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien with respect to or securing the Notes when such release, termination, discharge or retaking is provided for under the Indenture;

(8) at the Company's election, comply with any requirement of the SEC in connection with the qualification of the Indenture under the Trust Indenture Act, if such qualification is required;

(9) to evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee pursuant to the requirements thereof or to provide for the accession by the Trustee to any Note Document; or

(10) to make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes as permitted by the Indenture, including, without limitation, to facilitate the issuance and administration of Notes; *provided , however ,* that (i) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment of any Note Document. It is sufficient if such consent approves the substance of the proposed amendment. A consent to any amendment or waiver under the Indenture by any Holder of Notes given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

Defeasance

The Issuer at any time may terminate all obligations of the Issuer under the Notes and the Indenture (" *legal defeasance* ") and cure all then existing Defaults and Events of Default, except for certain obligations, including those respecting the defeasance trust, the rights, powers, trusts, duties, immunities and indemnities of the Trustee and the obligations of the Issuer in connection therewith and obligations concerning issuing temporary Notes, registrations of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust.

The Issuer at any time may terminate its obligations under the covenants described under "—Certain Covenants" (other than clauses (1) and (2) of "—Merger and Consolidation") and "—Change of Control" and the default provisions relating to such covenants described under "—Events of Default" above, the operation of the cross-default upon a payment default, the cross acceleration provisions, the bankruptcy provisions with respect to the Company and Significant Subsidiaries, the judgment default provision and the guarantee provision described under "—Events of Default" above ("c *ovenant defeasance* ").

The Issuer at its option at any time may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Issuer exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect to the Notes. If the Issuer exercises its covenant defeasance option with respect to the Notes, payment of the Notes may not be accelerated because of an Event of Default specified in clause (3), (4), (5) (with respect only to the Company and Significant Subsidiaries), (6) or (7) under "—Events of Default" above.

In order to exercise either defeasance option, the Company must irrevocably deposit in trust (the " *defeasance trust* ") with the Trustee, as paying agent, cash in dollars or U.S. Government Obligations or a

combination thereof deemed sufficient in the opinion of a nationally recognized firm of public accountants for the payment of principal and Additional Interest, premium, if any, and interest on the Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of:

(1) an Opinion of Counsel in the United States stating that Holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and in the case of legal defeasance only, such Opinion of Counsel in the United States must be based on a ruling of the U.S. Internal Revenue Service or change in applicable U.S. federal income tax law since the issuance of the Notes);

(2) an Opinion of Counsel to the effect that, as of the date of such opinion and subject to customary assumptions and exclusions, following the deposit, the trust funds will not be subject to the effect of Section 547 of Title 11 of the United States Code, as amended;

(3) an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying, defrauding or preferring any creditors of the Issuer; and

(4) an Officer's Certificate and an Opinion of Counsel (which opinion of counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to legal defeasance or covenant defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Indenture is discharged and will cease to be of further effect (except as to surviving rights of conversion or transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when (1) either (a) all the Notes previously authenticated and delivered (other than certain lost, stolen or destroyed Notes and certain Notes for which provision for payment was previously made and thereafter the funds have been released to the Issuer) have been delivered to the Trustee for cancellation; or (b) all Notes not previously delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer; (2) the Issuer has deposited or caused to be deposited with the Trustee, money or U.S. Government Obligations, or a combination thereof deemed sufficient in the opinion of a nationally recognized firm of public accountants, as applicable, in an amount sufficient to pay and discharge the entire indebtedness on the Notes not previously delivered to the Trustee for cancellation, for principal, premium, if any, and interest and Additional Interest, if any, to the date of deposit (in the case of Notes that have become due and payable), or to the Stated Maturity or redemption date, as the case may be; (3) the Issuer has paid or caused to be paid all other sums payable under the Indenture; and (4) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each to the effect that all conditions precedent under the "—Satisfaction and Discharge" section of the Indenture relating to the satisfaction and discharge of the Indenture have been complied with; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (1), (2) and (3)).

No Personal Liability of Directors, Officers, Employees and Shareholders

No director, officer, employee, incorporator, stockholder or shareholder of the Company or any of its respective Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Issuer or any Guarantor under the Note Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the U.S. federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Concerning the Trustee and Certain Agents

Wells Fargo Bank, National Association has been appointed as Trustee and Wells Fargo Bank, National Association has been appointed as Agent (in each of such capacities as paying agent, registrar and transfer agent) under the Indenture. The Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are set forth specifically in such Indenture. During the existence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it under the Indenture and use the same degree of care that a prudent Person would use in conducting its own affairs. The permissive rights of the Trustee to take or refrain from taking any action enumerated in the Indenture will not be construed as an obligation or duty.

The Indenture imposes certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee is permitted to engage in other transactions with the Company and its Affiliates and Subsidiaries.

The Indenture sets out the terms under which the Trustee may retire or be removed, and replaced. Such terms include, among others, (1) that the Trustee may be removed at any time by the Holders of a majority in principal amount of then outstanding Notes, or may resign at any time by giving written notice to the Issuer and (2) that if the Trustee at any time (a) has or acquires a conflict of interest that is not eliminated, (b) fails to meet certain minimum limits regarding the aggregate of its capital and surplus or (c) becomes incapable of acting as Trustee or becomes insolvent or bankrupt, then the Issuer may remove the Trustee, or any Holder who has been a bona fide Holder for not less than six months may petition any court for removal of the Trustee and appointment of a successor Trustee.

Any removal or resignation of the Trustee shall not become effective until the acceptance of appointment by the successor Trustee.

The Indenture contains provisions for the indemnification of the Trustee for any loss, liability, taxes and expenses incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the Indenture.

Notices

All notices to Holders of Notes will be validly given if electronically delivered or mailed to them at their respective addresses in the register of the Holders of the Notes, if any, maintained by the registrar. For so long as any Notes are represented by global notes, all notices to Holders of the Notes will be delivered to DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph, which will give such notices to the Holders of book-entry interests.

Each such notice shall be deemed to have been given on the date of such publication or, if published more than once on different dates, on the first date on which publication is made; *provided* that, if notices are mailed, such notice shall be deemed to have been given on the later of such publication and the seventh day after being so mailed. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to him if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Governing Law

The Indenture and the Notes, including any Note Guarantees, and the rights and duties of the parties thereunder shall be governed by and construed in accordance with the laws of the State of New York.

Certain Definitions

" *Acquired Indebtedness* " means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary, or (2) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with such Person becoming a Restricted Subsidiary of the Company or such acquisition or (3) of a Person at the time such Person merges with or into or consolidates or otherwise combines with the Company or any Restricted Subsidiary. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets and, with respect to clause (3) of the preceding sentence, on the date of the relevant merger, consolidation or other combination.

" *Additional Assets* " means:

(1) any property or assets (other than Capital Stock) used or to be used by the Company, a Restricted Subsidiary or otherwise useful in a Similar Business (it being understood that capital expenditures on property or assets already used in a Similar Business or to replace any property or assets that are the subject of such Asset Disposition shall be deemed an investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Similar Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or a Restricted Subsidiary of the Company; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary of the Company.

" *Additional Interest* " means all additional interest then owing on the Notes pursuant to the Registration Rights Agreement.

" *Affiliate* " of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"A *pplicable Premium* " means the greater of (A) 1.0% of the principal amount of such Note and (B) on any redemption date, the excess (to the extent positive) of:

(a) the present value at such redemption date of (i) the redemption price of such Note at July 1, 2017 (such redemption price (expressed in percentage of principal amount) being set forth in the table under "—Optional Redemption" (excluding accrued but unpaid interest)), plus (ii) all required interest payments due on such Note to and including such date set forth in clause (i) (excluding accrued but unpaid interest), computed upon the redemption date using a discount rate equal to the Treasury Rate at such redemption date plus 50 basis points; over

(b) the then outstanding principal amount of such Note;

in each case, as calculated by the Company or on behalf of the Company by such Person as the Company shall designate.

"Asset Disposition" means:

(a) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Company (other than Capital Stock of the Company) or any of its Restricted Subsidiaries (each referred to in this definition as a " *disposition* "); or

(b) the issuance or sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock or Disqualified Stock of Restricted Subsidiaries issued in compliance with the covenant described under "—Certain Covenants—Limitation on Indebtedness" or directors' qualifying shares and shares issued to foreign nationals as required under applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(1) a disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary;

(2) a disposition of cash, Cash Equivalents;

(3) a disposition of inventory or other assets in the ordinary course of business;

(4) a disposition of obsolete, surplus or worn out equipment or other assets or equipment or other assets that are no longer useful in the conduct of the business of the Company and its Restricted Subsidiaries;

(5) transactions permitted under "—Certain Covenants—Merger and Consolidation—The Company" or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Company or to another Restricted Subsidiary or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors;

(7) any dispositions of Capital Stock, properties or assets in a single transaction or series of related transactions with a fair market value (as determined in good faith by the Company) of less than $25.0 million;

(8) any Restricted Payment that is permitted to be made, and is made, under the covenant described above under "—Certain Covenants—Limitation on Restricted Payments" and the making of any Permitted Payment or Permitted Investment or, solely for purposes of clause (3) of the first paragraph under "—Certain Covenants Limitation on Sales of Assets and Subsidiary Stock," asset sales, the proceeds of which are used to make such Restricted Payments or Permitted Investments;

(9) dispositions in connection with Permitted Liens and granting of Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practices or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) the licensing or sub-licensing of intellectual property or other general intangibles and licenses, sub-licenses, leases or subleases of other property, in each case, in the ordinary course of business or consistent with past practices;

(12) foreclosure, condemnation or any similar action with respect to any property or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes) of accounts receivable or notes receivable arising in the ordinary course of business or consistent with past practices, or the conversion or exchange of accounts receivable for notes receivable;

(14) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(15) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Company or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(16) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(17) any financing transaction with respect to property constructed, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Company or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations, permitted by the Indenture; and

(18) any surrender, amendment or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind.

" *Associate* " means (i) any Person engaged in a Similar Business of which the Company or its Restricted Subsidiaries are the legal and beneficial owners of between 20% and 50% of all outstanding Voting Stock or (ii) any joint venture entered into by the Company or any Restricted Subsidiary of the Company.

" *Board of Directors* " means (1) with respect to the Company or any corporation, the board of directors or managers, as applicable, of the corporation, or any duly authorized committee thereof; (2) with respect to any partnership, the board of directors or other governing body of the general partner of the partnership or any duly authorized committee thereof; and (3) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, unless otherwise stated, such Board of Directors is of the Company and such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

" *Business Day* " means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York, or the place of payment on the Notes in the United States are authorized or required by law to close.

" *Capital Stock* " of any Person means any and all shares of, rights to purchase, warrants, options or depositary receipts for, or other equivalents of or partnership or other interests in (however designated), equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

" *Capitalized Lease Obligations* " means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of GAAP. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

" *Cash Equivalents* " means:

(1) (a) United States dollars, Euro, or any national currency of any member state of the European Union; or (b) any other foreign currency held by the Company and the Restricted Subsidiaries in the ordinary course of business or consistent with past practices;

(2) securities issued or directly and fully Guaranteed or insured by the United States or Canadian governments, a member state of the European Union or, in each case, any agency or instrumentality of thereof (*provided* that the full faith and credit of such country or such member state is pledged in support thereof), having maturities of not more than two years from the date of acquisition;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by (x) any lender affiliate thereof or (y) by any bank or trust company (a) whose commercial paper is rated

at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) or (b) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of $100 million;

(4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) entered into with any Person referenced in clause (3) above;

(5) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any Person referenced in clause (3);

(6) commercial paper rated at the time of acquisition thereof at least "A-2" or the equivalent thereof by S&P or "P-2" or the equivalent thereof by Moody's or carrying an equivalent rating by a Nationally Recognized Statistical Rating Organization, if both of the two named rating agencies cease publishing ratings of investments or, if no rating is available in respect of the commercial paper, the issuer of which has an equivalent rating in respect of its long-term debt, and in any case maturing within one year after the date of acquisition thereof;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America, any province of Canada, any member of the European Union, any other foreign government, or any political subdivision or taxing authority thereof, in each case, having one of the two highest rating categories obtainable from either Moody's or S&P (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) with maturities of not more than two years from the date of acquisition;

(8) Indebtedness or preferred stock issued by Persons with a one of the three highest ratings from S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) with maturities of 12 months or less from the date of acquisition;

(9) bills of exchange issued in the United States, Canada, a member state of the European Union or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(10) interests in any investment company, money market or enhanced high yield fund which invests 90% or more of its assets in instruments of the type specified in clauses (1) through (9) above;

(11) instruments and investments of the type and maturity described in clause (1) through (10) denominated in any foreign currency or of foreign obligors, which investments or obligors are, in the reasonable judgment of the Company, comparable in investment quality to those referred to above; and

(12) solely with respect to any Restricted Subsidiary that is a Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (2) through (11) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than set forth in clause (1) above; provided that such amounts are converted into currencies listed in clause (1) within 10 Business Days following receipt of such amounts.

" Cash Management Services " means any of the following to the extent not constituting a line of credit (other than an overnight draft facility that is not in default): ACH transactions, treasury and/or cash management services, including, without limitation, controlled disbursement services, overdraft facilities, foreign exchange facilities, deposit and other accounts and merchant services.

" Change of Control " means:

(1) the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date), is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company; or

(2) the sale, lease, transfer, conveyance or other disposition (other than by way of merger, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to a Person, other than a Restricted Subsidiary.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of our Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

" Code " means the United States Internal Revenue Code of 1986, as amended.

" Consolidated Depreciation and Amortization Expense " means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including amortization of deferred financing fees of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

"Consolidated EBITDA " for any period means the Consolidated Net Income for such period:

(1) increased (without duplication) by:

(a) provision for taxes based on income or profits or capital, including, without limitation, federal, state, provincial, local, foreign, unitary, excise, property, franchise and similar taxes and foreign withholding and similar taxes (including penalties and interest) of such Person paid or accrued during such period deducted (and not added back) in computing Consolidated Net Income; *plus*

(b) Fixed Charges of such Person for such period (including (x) net losses on Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk and (y) costs of surety bonds in connection with financing activities), plus amounts excluded from the definition of "Consolidated Interest Expense" pursuant to clauses (w), (x) and (y) in clause (1) thereof, to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same were deducted (and not added back) in computing Consolidated Net Income; *plus*

(d) any fees, costs, expenses or charges (other than depreciation or amortization expense) related to any actual, proposed or contemplated issuance or registration (actual or proposed) of an Equity Offering, any Investment, acquisition, disposition, recapitalization, Restricted Payment or the incurrence or registration (actual or proposed) of Indebtedness (including a refinancing thereof) (in each case, whether or not successful or consummated), including (i) such fees, expenses or charges related to the offering of the Notes and the Credit Agreement, and (ii) any amendment or other modification of the Notes or the Credit Agreement, in each case, whether or not consummated, deducted (and not added back) in computing Consolidated Net Income; *plus*

(e) the amount of any restructuring charge, reserve, integration cost, or other business optimization expense or cost (including charges directly related to implementation of cost-savings initiatives), that is deducted (and not added back) in such period in computing Consolidated Net Income including, without limitation, those related to severance, retention, signing bonuses, relocation; *plus*

(f) recruiting and other employee related costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities; *plus*

(g) any other non-cash charges, write-downs, expenses, losses or items reducing Consolidated Net Income for such period including any impairment charges or the impact of purchase accounting (excluding any such non-cash charge, write-down or item to the extent it represents an accrual or reserve for a cash expenditure for a future period) or other items classified by the Company as special items less other non-cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash in any future period); *plus*

(h) the amount of cost savings, operating expense reductions, other operating improvements and initiatives and synergies projected by the Company in good faith to be reasonably anticipated to be realizable in connection with any Investment, acquisition, disposition, merger, consolidation, reorganization or restructuring (each, a "Specified Transaction"), taken or initiated prior to or during such period (calculated on a *pro forma* basis as though such cost savings had been realized on the first day of such period), net of the amount of actual benefits realized or expected to be realized prior to or during such period from such actions; provided that (x) such cost savings are reasonably identifiable and factually supportable and (y) such actions have been taken or are to be taken within 18 months of such Specified Transaction and (z) the aggregate amount of such cost savings, operating expense reductions, other operating improvements or synergies do not exceed 20% of Consolidated EBITDA in any four quarter period; *plus*

(i) any costs or expense incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Company or Net Cash Proceeds of an issuance of equity interest of the Company (other than Disqualified Stock) solely to the extent that such Net Cash Proceeds are excluded from the calculation set forth in clause (3) of the first paragraph under "Certain Covenants—Limitation on Restricted Payments"; *plus*

(j) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(k) the amount of any minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any non-wholly owned Subsidiary deducted in calculating Consolidated Net Income (and not added back in such period to Consolidated Net Income);

(2) decreased (without duplication) by (a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period and any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Consolidated EBITDA in such prior period; plus (b) all cash payments made during such period to the extent made on account of non-cash reserves and other non-cash charges added back to Consolidated Net Income pursuant to clause (g) above in a previous period (it being understood that this clause (2)(b) shall not be utilized in reversing any non-cash reserve or charge added to Consolidated Net Income), plus (c) the amount of any minority interest income consisting of

Subsidiary loss attributable to minority equity interests of third parties in any non- wholly owned Subsidiary added to Consolidated Net Income (and not deducted in such period from Consolidated Net Income); and

(3) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation.

" Consolidated Interest Expense " means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances or any similar facilities or financing and hedging expense attributable to the movement in the mark to market valuation of any Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations, and (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (t) penalties and interest relating to taxes, (u) accretion or accrual of discounted liabilities other than Indebtedness, (v) any expense resulting from the discounting of any Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (w) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (x) any expensing of bridge, commitment and other financing fees and (y) interest with respect to Indebtedness of any parent of such Person appearing upon the balance sheet of such Person solely by reason of push-down accounting under GAAP; plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; less

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

" Consolidated Net Income " means, with respect to any Person, for any period, the net income (loss) of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis on the basis of GAAP; *provided , however* , that there will not be included in such Consolidated Net Income:

(1) subject to the limitations contained in clause (3) below, any net income (loss) of any Person if such Person is not a Restricted Subsidiary, except that any equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed during such period to the Company or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to a Restricted Subsidiary, to the limitations contained in clause (2) below);

(2) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(i) of the first paragraph of the covenant described under "—Certain Covenants—Limitation on Restricted Payments," any net income (loss) of any Restricted Subsidiary (other than the Guarantors) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company or a Guarantor by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, and (b) restrictions

pursuant to Credit Agreement, the Notes or the Indenture, except that the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(3) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Company or any Restricted Subsidiaries (including pursuant to any Sale and Leaseback Transaction) which is not sold or otherwise disposed of in the ordinary course of business or consistent with past practices (as determined in good faith by an Officer or the Board of Directors of the Company);

(4) any extraordinary, exceptional, unusual or nonrecurring gain, loss, charge or expense or any charges, expenses or reserves in respect of any restructuring, redundancy or severance expense;

(5) the cumulative effect of a change in accounting principles;

(6) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other provisions and (ii) income (loss) attributable to deferred compensation plans or trusts;

(7) all deferred financing costs written off and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(8) any unrealized gains or losses in respect of Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations;

(9) any unrealized foreign currency transaction gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(10) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other obligations of the Company or any Restricted Subsidiary owing to the Company or any Restricted Subsidiary;

(11) any purchase accounting effects including, but not limited to, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Company and the Restricted Subsidiaries), as a result of any consummated acquisition, or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(12) any goodwill or other intangible asset impairment charge or write-off;

(13) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or Hedging Obligations or other derivative instruments;

(14) accruals and reserves that are established within twelve months after the Issue Date that are so required to be established as a result of the transactions in connection with the Offering in accordance with GAAP;

(15) [reserved];

(16) cash and non-cash charges, paid or accrued, and gains resulting from the application of Financial Accounting Standards No. 141R (Accounting Standards Codification Topic 805) (including with respect to earn-outs incurred by the Company or any of its Restricted Subsidiaries);

(17) proceeds from any business interruption insurance to the extent not already included in Consolidated Net Income;

(18) the amount of any expense to the extent a corresponding amount is received in cash by the Company and the Restricted Subsidiaries from a Person other than the Company or any Restricted Subsidiaries (with no requirements to repay such amounts and no other encumbrances associated therewith), provided such payment has not been included in determining Consolidated Net Income (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods).

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall exclude (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions, or so long as the Company has made a determination that there exists reasonable evidence that such amount will in fact be indemnified or reimbursed (and such amount is in fact reimbursed within 365 days of the date of such charge or payment (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days)), in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder, (ii) to the extent covered by insurance and actually reimbursed, or, so long as the Company has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption.

" *Consolidated Total Indebtedness* " means, as of any date of determination, (a) the aggregate principal amount of Indebtedness for borrowed money (other than Indebtedness with respect to Cash Management Services and intercompany Indebtedness) of the Company and its Restricted Subsidiaries, letters of credit (only in respect of any unreimbursed drawings thereunder), debt obligations evidenced by promissory notes and similar instruments and any Guarantees in respect of the foregoing or any Liens on the assets of the Company or any Restricted Subsidiary securing any of the foregoing outstanding on such date plus (b) the aggregate amount of all Disqualified Stock of the Company and all Disqualified Stock and Preferred Stock of any Restricted Subsidiary minus (c) the aggregate amount of cash and Cash Equivalents included in the consolidated balance sheet of the Company and its Restricted Subsidiaries as of the end of the most recent fiscal period for which internal financial statements of the Company are available with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio" and as determined in good faith determined by the Company.

" *Consolidated Total Leverage Ratio* " means, as of any date of determination, the ratio of (x) Consolidated Total Indebtedness as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Company are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

" *Consolidated Total Secured Leverage Ratio* " means, as of any date of determination, the ratio of (x) Consolidated Total Indebtedness secured by a Lien as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Company are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition

of "Fixed Charge Coverage Ratio;" *provided , however* , that solely for purposes of the calculation of the Consolidated Total Secured Leverage Ratio, in connection with the incurrence of any Lien pursuant to clause (31) of the definition of "Permitted Liens," (i) the Company and its Restricted Subsidiaries must treat the maximum amount of Indebtedness that is permitted to be incurred pursuant to clause (1)(A) of the second paragraph of the covenant described above under the caption "—Certain Covenants—Limitation on Indebtedness" at the time of such calculation as being Incurred and outstanding at such time, and (ii) the calculation shall not give effect to any Indebtedness Incurred on such determination date secured pursuant to clause (29) of the definition of "Permitted Lien."

" Contingent Obligations " means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that does not constitute Indebtedness (*" primary obligations "*) of any other Person (the *" primary obligor "*), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

  (a) for the purchase or payment of any such primary obligation; or

  (b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

" Credit Agreement " means the Credit Agreement dated as of August 17, 2010, by and among the Company, the Issuer, Cott Beverages Limited, Cliffstar LLC, and any additional subsidiaries of the Company which may provide credit support party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., London Branch, as UK Security Trustee, JPMorgan Chase Bank, N.A., as Administrative Agent and Administrative Collateral Agent, General Electric Capital Corporation, as Co-Collateral Agent, and the other parties party thereto, as the same was amended by that certain Amendment No.1 to Credit Agreement, dated as of April 19, 2012, and further amended by that certain Amendment No.2 to Credit Agreement, dated as of July 19,2012, and further amended by that certain Amendment No.3 to Credit Agreement, dated as of October 22, 2013, and further amended by that certain Amendment No.4 to Credit Agreement, dated as of May 28, 2014, together with the related documents thereto (including the revolving loans thereunder, any letters of credit and reimbursement obligations related thereto, any Guarantees, security documents, mortgages, instruments and security agreements), as amended, extended, renewed, restated, refunded, replaced, restructured, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more agreements (and related documents) governing Indebtedness, including indentures, incurred to refinance, amend, extend, renew, restate, refund, replace, restructure, supplement or modify, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder), in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under such Credit Agreement, refinance to different lenders or one or more successors to the Credit Agreement or one or more new credit agreements.

" Credit Facility " means, with respect to the Company or any of its Subsidiaries, one or more debt facilities, indentures or other arrangements (including the Credit Agreement or commercial paper facilities, receivables financing and overdraft facilities) with banks, other institutions or investors providing for revolving credit loans, term loans, notes, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured,

refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions and whether provided under the original Credit Agreement or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes and letters of credit issued pursuant thereto and any guarantee, Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (1) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (2) adding Subsidiaries of the Company as additional borrowers or guarantors thereunder, (3) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder, (4) changing the administrative agent or lenders or (5)otherwise altering the terms and conditions thereof.

" Default " means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; provided that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

" Designated Non-Cash Consideration " means the fair market value (as determined in good faith by the Company) of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non- Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

" Disinterested Director " means, with respect to any Affiliate Transaction, a member of the Board of Directors of the Company having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the Board of Directors of the Company shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of the Company or any options, warrants or other rights in respect of such Capital Stock.

" Disqualified Stock " means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or

(2) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part, in each case on or prior to the earlier of (a) the Stated Maturity of the Notes or (b) the date on which there are no Notes outstanding; *provided , however* , that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant Person with the covenant described under "—Certain Covenants—Limitation on

Restricted Payments;" *provided , however ,* that if such Capital Stock is issued to any plan for the benefit of employees of the Company or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

" *Domestic Subsidiary* " means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary and not including Cott Investment LLC.

" *DTC* " means The Depository Trust Company or any successor securities clearing agency.

" *Eligible Equipment* " means any equipment owned by the Company or any of its Restricted Subsidiaries for which the full purchase price for such equipment has been paid.

" *Eligible Inventory* " means, with respect to any Person, inventory (net of reserves for slow moving inventory) consisting of finished goods held for sale in the ordinary course of such Person's business, that are located at such Person's premises and replacement parts and accessories inventory located at such Person's premises. Eligible Inventory shall not include obsolete items, work-in-process, spare parts, supplies used or consumed in such Person's business, bill and hold goods, defective goods, if non-salable, "seconds," and inventory acquired on consignment.

" *Eligible Real Property* " means real property in each case that is owned directly, indirectly or beneficially by the Company or any of its Restricted Subsidiaries other than held by an Unrestricted Subsidiary.

" *Equity Offering* " means a sale of Capital Stock (other than Disqualified Stock) of the Company other than offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions.

" *Exchange Act* " means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

" *Excluded Contribution* " means Net Cash Proceeds or property or assets received by the Company as capital contributions to the equity (other than through the issuance of Disqualified Stock) of the Company after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or any Subsidiary of the Company for the benefit of their employees to the extent funded by the Company or any Restricted Subsidiary) of Capital Stock (other than Disqualified Stock) of the Company, in each case, to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Company.

" *fair market value* " may be conclusively established by means of an Officer's Certificate or resolutions of the Board of Directors of the Company setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

" *Fitch* " means Fitch Ratings or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

" *Fixed Charge Coverage Ratio* " means, with respect to any Person on any determination date, the ratio of Consolidated EBITDA of such Person for the most recent four consecutive fiscal quarters ending immediately prior to such determination date for which internal consolidated financial statements are available to the Fixed Charges of such Person for four consecutive fiscal quarters. In the event that the Company or any Restricted Subsidiary Incurs, assumes, Guarantees, redeems, defeases, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or

simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the " *Fixed Charge Coverage Ratio Calculation Date* "), then the Fixed Charge Coverage Ratio (solely for purposes of Incurring Indebtedness) shall be calculated giving *pro forma* effect to such Incurrence, assumption, Guarantee, redemption, defeasance, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided* , *however* , that the *pro forma* calculation shall not give effect to any Indebtedness Incurred on such determination date pursuant to the provisions described in the second paragraph under "—Certain Covenants—Limitation on Indebtedness" excluding Indebtedness Incurred under clauses (4) and (5) thereof.

For purposes of making the computation referred to above, any Investments, acquisitions, dispositions, mergers, consolidations and disposed operations that have been made by the Company or any of its Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed or discontinued operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Company or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four- quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to a transaction, the *pro forma* calculations shall be made in good faith by a responsible financial or chief accounting officer of the Company (including cost savings; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the action specified and reasonably anticipated to result from such actions and (y) such actions have been taken or initiated and the benefits resulting therefrom are anticipated by the Company to be realized within twelve (12) months). If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed with a *pro forma* basis shall be computed based on the Fixed Charge Coverage Ratio Calculation Date except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Company may designate.

" *Fixed Charges* " means, with respect to any Person for any period, the sum of:

(1) Consolidated Interest Expense of such Person for such Period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Subsidiary of such Person during such period;

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during this period; and

(4) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon.

" *Foreign Subsidiary* " means, with respect to any Person, any Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia, and any Subsidiary of such Subsidiary.

" *GAAP* " means generally accepted accounting principles in the United States of America as in effect on the Issue Date. Except as otherwise set forth in the Indenture, all ratios and calculations based on GAAP contained in the Indenture shall be computed in accordance with GAAP. At any time after the Issue Date, the Company may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in the Indenture), including as to the ability of the Company to make an election pursuant to the previous sentence; *provided* that any such election, once made, shall be irrevocable; *provided , further* , that any calculation or determination in the Indenture that require the application of GAAP for periods that include fiscal quarters ended prior to the Company's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP; *provided , further again* , that the Company may only make such election if it also elects to report any subsequent financial reports required to be made by the Company, including pursuant to Section 13 or Section 15(d) of the Exchange Act and the covenants set forth under "Reports," in IFRS. The Company shall give notice of any such election made in accordance with this definition to the Trustee and the Holders.

" *Governmental Authority* " means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government, including a central bank or stock exchange.

" *Guarantee* " means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, including any such obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into primarily for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided , however , that the term "Guarantee" will not include (x) endorsements for collection or deposit in the ordinary course of business or consistent with past practice and (y) standard contractual indemnities or product warranties provided in the ordinary course of business, and provided further that the amount of any Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

" *Guarantor* " means the Company and any Restricted Subsidiary that Guarantees the Notes, until such Note Guarantee is released pursuant to the Indenture.

" *Hedging Obligations* " means, with respect to any person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contracts, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

" *Holder* " means each Person in whose name the Notes are registered on the registrar's books, which shall initially be the respective nominee of DTC.

" *IFRS* " means International Financial Reporting Standards as issued by the International Accounting Standards Board.

" *Immaterial Subsidiary* " means, at any date of determination, each Restricted Subsidiary of the Company that (i) has not guaranteed any other Indebtedness of the Company, the Issuer or another Guarantor, (ii) has Total Assets together with all other Immaterial Subsidiaries as of the last day of the then most recent fiscal year of the Company for which financial statements have been delivered, of less than 5% of the Total Assets of the Company and the Restricted Subsidiaries at such date, determined on a pro forma basis giving effect to any acquisitions or dispositions of companies, divisions or lines of business since the start of such four quarter period and on or prior to the date of determination and (iii) has consolidated revenues (other than revenues generated from the sale or license of property between any of the Issuer and its Restricted Subsidiaries), together with all other Immaterial Subsidiaries for the then most recent fiscal year of the Company for which financial statements have been delivered, of less than 5% of the consolidated revenues (other than revenues generated from the sale or license of property between any of the Company and its Restricted Subsidiaries) of the Company and the Restricted Subsidiaries for such period, determined on a pro forma basis giving effect to any acquisitions or dispositions of companies, divisions or lines of business since the start of such four quarter period and on or prior to the date of determination).

" *Incur* " means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; *provided* , *however* , that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

" *Indebtedness* " means, with respect to any Person on any date of determination (without duplication):

(1) the principal of indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables), which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

(5) Capitalized Lease Obligations of such Person;

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided* , *however* , that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Company) and (b) the amount of such Indebtedness of such other Persons;

(8) Guarantees by such Person of the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person; and

(9) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such Person at the termination of such agreement or arrangement),

if and to the extent that any of the foregoing Indebtedness (other than clause (3), (7), (8) or (9)) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP.

The term "Indebtedness" shall not include any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Issue Date, any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practices, or obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the Issue Date or in the ordinary course of business or consistent with past practices.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practices;

(ii) Cash Management Services;

(iii) in connection with the purchase by the Company or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided , however ,* that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(iv) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes; or

(v) Capital Stock (other than Disqualified Stock and Preferred Stock of Restricted Subsidiaries).

" *Independent Financial Advisor* " means an investment banking or accounting firm of international standing or any third party appraiser of international standing; *provided , however ,* that such firm or appraiser is not an Affiliate of the Company.

" *Initial Purchasers* " means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC.

" *Investment* " means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan or other extensions of credit (other than advances or extensions of credit to customers, suppliers, directors, officers or employees of any Person in the ordinary course of business or consistent with past practices, and excluding any debt or extension of credit represented by a bank

deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared on the basis of GAAP; *provided , however ,* that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practices will not be deemed to be an Investment. If the Company or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Company or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time.

For purposes of "—Certain Covenants—Limitation on Restricted Payments" and "—Designation of Restricted and Unrestricted Subsidiaries":

(1) " *Investment* " will include the portion (proportionate to the Company's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary of the Company at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided , however ,* that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Company's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets (as conclusively determined by the Board of Directors of the Company in good faith) of such Subsidiary at the time that such Subsidiary is so re-designated a Restricted Subsidiary; and

(2) any property transferred to or from an Unrestricted Subsidiary will be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Company.

" *Investment Grade Status* " shall occur when the Notes receive each of the following:

(1) a rating of "BBB-" or higher from S&P; and

(2) a rating of "Baa3" or higher from Moody's;

or the equivalent of such rating by either such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization.

" *Issue Date* " means the date on which Notes are first issued.

" *Lien* " means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

" *Management Advances* " means loans or advances made in the ordinary course of business or consistent with past practices to, or Guarantees with respect to loans or advances made to, directors, officers, employees or consultants of the Company or any Restricted Subsidiary:

(1) (a) in respect of travel, entertainment or moving related expenses Incurred in the ordinary course of business or consistent with past practices or (b) for purposes of funding any such person's purchase of Capital Stock (or similar obligations) of the Company or its Subsidiaries with (in the case of this sub-clause (b)) the approval of the Board of Directors; and

(2) in respect of moving related expenses Incurred in connection with any closing or consolidation of any facility or office.

" *Moody's* " means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

" *Nationally Recognized Statistical Rating Organization* " means a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act.

" *Net Available Cash* " from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and net proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all Taxes paid or reasonably estimated to be required to be paid or accrued as a liability under GAAP (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Company and after taking into account any otherwise available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which by applicable law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders (other than the Company or any of its respective Subsidiaries) in Subsidiaries or joint ventures as a result of such Asset Disposition;

(4) the deduction of appropriate amounts required to be provided by the seller as a reserve, on the basis of GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Company or any Restricted Subsidiary after such Asset Disposition; and

(5) any funded escrow established pursuant to the documents evidencing such sale or disposition to secure any indemnification obligations or adjustments top the purchase price associated with any such sale or disposition.

" *Net Cash Proceeds* ," with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or reasonably estimated to be actually payable as a result of such issuance or sale (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Company and after taking into account any available tax credit or deductions and any tax sharing agreements).

" *Non-Guarantor* " means any Restricted Subsidiary that is not the Issuer or a Guarantor.

" *Note Documents* " means the Notes (including Additional Notes), the Guarantees and the Indenture.

" *Obligations* " means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer or any Guarantor whether or not a claim for Post- Petition Interest is allowed in such proceedings), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness.

" *Offering* " means the offering of the Notes and the application of the proceeds thereof.

" *Officer* " means, with respect to any Person, (1) the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Managing Director, or the Secretary (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity, or (2) any other individual designated as an "Officer" for the purposes of the Indenture by the Board of Directors of such Person.

" *Officer's Certificate* " means, with respect to any Person, a certificate signed by one Officer of such person.

" *Opinion of Counsel* " means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Company or its Subsidiaries.

" *Pari Passu Indebtedness* " means Indebtedness of the Issuer which ranks equally in right of payment to the Notes or any Guarantor if such Guarantee ranks equally in right of payment to the Guarantees of the Notes.

" *Permitted Asset Swap* " means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets and cash, Cash Equivalents between the Company or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

" *Permitted Investment* " means (in each case, by the Company or any of its Restricted Subsidiaries):

(1) Investments in (a) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary) or the Company or (b) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) Investments in another Person if such Person is engaged in any Similar Business and as a result of such Investment such other Person is merged, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets to, the Company or a Restricted Subsidiary;

(3) Investments in cash or Cash Equivalents;

(4) Investments in receivables owing to the Company or any Restricted Subsidiary created or acquired in the ordinary course of business or consistent with past practices;

(5) Investments in payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business or consistent with past practices;

(6) Management Advances not to exceed $5 million in amount outstanding at any time;

(7) Investments received in settlement of debts created in the ordinary course of business or consistent with past practices and owing to the Company or any Restricted Subsidiary or in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including an Asset Disposition;

(9) Investments existing or pursuant to agreements or arrangements in effect on the Issue Date and any modification, replacement, renewal or extension thereof; *provided* that the amount of any such Investment may not be increased except (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under the Indenture;

(10) Hedging Obligations, which transactions or obligations are Incurred in compliance with "—Certain Covenants—Limitation on Indebtedness";

(11) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or consistent with past practices or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "—Certain Covenants—Limitation on Liens";

(12) any Investment to the extent made using Capital Stock of the Company (other than Disqualified Stock) as consideration;

(13) any transaction to the extent constituting an Investment that is permitted and made in accordance with the provisions of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Affiliate Transactions" (except those described in clauses (1), (3), (6), (7), (8) and (10) of that paragraph);

(14) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business or consistent with past practices and in accordance with the Indenture;

(15) (i) Guarantees not prohibited by the covenant described under "—Certain Covenants—Limitation on Indebtedness" and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business or consistent with past practices, and (ii) performance guarantees with respect to obligations incurred by the Company or any of its Restricted Subsidiaries that are permitted by the Indenture;

(16) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by the Indenture;

(17) Investments of a Restricted Subsidiary acquired after the Issue Date or of an entity merged into the Company or merged into or consolidated with a Restricted Subsidiary after the Issue Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(18) Investments consisting of licensing of intellectual property pursuant to joint marketing arrangements with other Persons;

(19) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Company;

(20) Investments in joint ventures and Unrestricted Subsidiaries having an aggregate fair market value, when taken together with all other Investments made pursuant to this clause that are at the time outstanding, not to exceed $50.0 million (in each case, with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(21) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (21) that are at that time outstanding, not to exceed the greater of (a) $100.0 million and (b) 6.75% of the Total Assets of the Company (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus the amount of any distributions, dividends, payments or other returns in respect of such Investments (without duplication for purposes of the covenant described in the section entitled "—Certain Covenants—Limitation on Restricted Payments" of any amounts applied pursuant to clause (c) of the first paragraph of such covenant); *provided* that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) or (2) above and shall not be included as having been made pursuant to this clause (21);

(22) loans, advances and guarantees to or in favor of co-packers and other suppliers to assist them, by making plant improvements or purchasing materials or equipment or otherwise, in meeting production requirements of the Company or any of its Subsidiaries in an amount not to exceed $25.0 million outstanding at any one time; and

(23) Investments made pursuant to obligations entered into when the investment would have been permitted hereunder so long as such Investment when made reduces the amount available under the clause under which the Investment would have been permitted.

" *Permitted Liens* " means, with respect to any Person:

(1) Liens on assets of the Company or any of its Restricted Subsidiaries securing Indebtedness and other obligations under the Credit Facilities that were permitted by the terms of the Indenture to be incurred pursuant to clause (1) of the second paragraph of the covenant described above under the caption "—Certain Covenants Limitation on Indebtedness" and/or securing Hedging Obligations related thereto;

(2) pledges, deposits or Liens under workmen's compensation laws, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal or performance bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), or as security for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business or consistent with past practices;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmen's and repairmen's or other like Liens;

(4) Liens for taxes, assessments or other governmental charges not yet delinquent or which are being contested in good faith by appropriate proceedings; provided that appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) encumbrances, ground leases, easements (including reciprocal easement agreements), survey exceptions, or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Company and its Restricted Subsidiaries or to the ownership of their properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Company and its Restricted Subsidiaries;

(6) Liens (a) on assets or property of the Company or any Restricted Subsidiary securing Hedging Obligations or Cash Management Services permitted under the Indenture; (b) that are contractual rights of set-off or, in the case of clause (i) or (ii) below, other bankers' Liens (i) relating to treasury, depository and Cash Management Services or any automated clearing house transfers of funds in the ordinary course of business or consistent with past practices and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or consistent with past practices of the Company or any Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Company or any Restricted Subsidiary in the ordinary course of business or consistent with past practices; (c) on cash accounts securing Indebtedness incurred under clause (8)(c) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness" with financial institutions; (d) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or consistent with past practices and not for speculative purposes; and/or (e) (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business or consistent with past practices in connection with the maintenance of such accounts and (iii) arising under customary general terms of the account bank in relation to any bank account

maintained with such bank and attaching only to such account and the products and proceeds thereof, which Liens, in any event, do not to secure any Indebtedness;

(7) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business or consistent with past practices;

(8) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(9) Liens arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Company and its Restricted Subsidiaries in the ordinary course of business or consistent with past practices;

(10) Liens existing on the Issue Date, excluding Liens securing the Credit Agreement;

(11) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary (or at the time the Company or a Restricted Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, consolidation or other business combination transaction with or into the Company or any Restricted Subsidiary); *provided , however* , that such Liens are not created, Incurred or assumed in anticipation of or in connection with such other Person becoming a Restricted Subsidiary (or such acquisition of such property, other assets or stock); *provided , further* , that such Liens are limited to all or part of the same property, other assets or stock (plus improvements, accession, proceeds or dividends or distributions in connection with the original property, other assets or stock) that secured (or, under the written arrangements under which such Liens arose, could secure) the obligations to which such Liens relate;

(12) Liens on assets or property of the Company or any Restricted Subsidiary securing Indebtedness or other obligations of the Company or such Restricted Subsidiary owing to the Company or another Restricted Subsidiary, or Liens in favor of the Company or any Restricted Subsidiary;

(13) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, and permitted to be secured under the Indenture (other than any Liens securing the Credit Facility Incurred pursuant to clause (1) of the second paragraph under "—Certain Covenants Limitation on Indebtedness"); provided that any such Lien is limited to all or part of the same property or assets (any improvements, replacements of such property or assets and additions and accessions thereto, after-acquired property subjected to a Lien securing Indebtedness and other obligations Incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, and the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment provided by any lender, other equipment financed by such lender) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced;

(14) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Company or any Restricted Subsidiary of the Company has easement rights or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(15) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(16) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(17) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business or consistent with past practices;

(18) [reserved];

(19) Liens Incurred to secure Obligations in respect of any Indebtedness permitted by clause (7) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness"; *provided* that such Liens shall in no event extend to or cover any assets other than such assets acquired or constructed with the proceeds of such Capital Lease Obligations or Purchase Money Obligations (plus improvements, accession, proceeds or dividends to or distributions in connection with the original assets);

(20) Liens on Capital Stock or other securities or assets of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(21) any security granted over the marketable securities portfolio described in clause (9) of the definition of "Cash Equivalents" in connection with the disposal thereof to a third party;

(22) Liens securing Indebtedness of Restricted Subsidiaries that are not Guarantors;

(23) Liens on specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(24) Liens on equipment of the Company or any Restricted Subsidiary and located on the premises of any client or supplier in the ordinary course of business or consistent with past practices;

(25) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by the Indenture;

(26) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business or consistent with past practices securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of) insurance carriers;

(27) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted hereunder;

(28) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Permitted Investments to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to sell any property in an asset sale permitted under the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," in each case, solely to the extent such Investment or asset sale, as the case may be, would have been permitted on the date of the creation of such Lien;

(29) Liens securing Indebtedness and other obligations (including Refinancing Indebtedness incurred in respect of Liens Incurred under this clause (29) in an aggregate principal amount not to exceed $100.0 million;

(30) Liens securing industrial revenue bonds, pollution control bonds or similar types of tax-exempt bonds;

(31) Liens Incurred to secure Obligations in respect of any Indebtedness permitted to be Incurred pursuant to the covenant described under "—Certain Covenants—Limitation on Indebtedness"; provided that, with respect to liens securing Obligations permitted under this clause, at the time of Incurrence and after giving pro forma effect thereto, the Consolidated Total Secured Leverage Ratio would be no greater than 2.25 to 1.00; and

(32) Liens securing Obligations under the Notes and Guarantees.

For purposes of this definition, the term Indebtedness shall be deemed to include interest on such Indebtedness including interest which increases the principal amount of such Indebtedness.

In the event that a Permitted Lien meets the criteria of more than one of the types of Permitted Liens (at the time of Incurrence or at a later date), the Company in its sole discretion may divide, classify or from time to time reclassify all or any portion of such Permitted Lien in any manner that complies with this covenant and such Permitted Lien shall be treated as having been made pursuant only to the clause or clauses of the definition of Permitted Lien to which such Permitted Lien has been classified or reclassified.

" *Person* " means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

" *Post-Petition Interest* " means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable as a claim in any such bankruptcy or insolvency proceeding.

" *Preferred Stock,* " as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

" *Purchase Money Obligations* " means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

" *Rating Agency* " means (1) each of Moody's, Fitch and S&P and (2) if Moody's, Fitch or S&P ceases to rate the Notes for reasons outside of the Company's control, a Nationally Recognized Statistical Rating Organization selected by the Company as a replacement agency for Moody's, Fitch or S&P, as the case may be.

" *Refinance* " means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms " *refinances* ," " *refinanced* " and " *refinancing* " as used for any purpose in the Indenture shall have a correlative meaning.

" *Refinancing Indebtedness* " means Indebtedness that is Incurred Refinance (including pursuant to any defeasance or discharge mechanism) any Indebtedness existing on the Issue Date or Incurred in compliance with the Indenture (including Indebtedness of the Company that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary that refinances Indebtedness of the Company or another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; *provided* , *however* , that:

(1) (a) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being Refinanced; and (b) to the extent such Refinancing Indebtedness refinances Subordinated Indebtedness, such Refinancing Indebtedness is Subordinated Indebtedness;

(2) Refinancing Indebtedness shall not include:

(i) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Issuer that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Guarantor; or

(ii) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced.

Refinancing Indebtedness in respect of any Credit Facility or any other Indebtedness may be Incurred from time to time after the termination, discharge or repayment of all or any part of any such Credit Facility or other Indebtedness.

" *Registration Rights Agreement* " means the Registration Rights Agreement dated the Issue Date, among the Issuer, the Guarantor and the Initial Purchasers.

" *Restricted Investment* " means any Investment other than a Permitted Investment.

" *Restricted Subsidiary* " means any Subsidiary of the Company other than an Unrestricted Subsidiary.

" *S&P* " means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

" *Sale and Leaseback Transaction* " means any arrangement providing for the leasing by the Company or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to a third Person in contemplation of such leasing.

" *SEC* " means the U.S. Securities and Exchange Commission or any successor thereto.

" *Secured Indebtedness* " means any Indebtedness secured by a Lien other than Indebtedness with respect to Cash Management Services.

" *Securities Act* " means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

" *Significant Subsidiary* " means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

" *Similar Business* " means (a) any businesses, services or activities engaged in by the Company or any of its Subsidiaries or any Associates on the Issue Date and (b) any businesses, services and activities engaged in by the Company or any of its Subsidiaries or any Associates that are related, complementary, incidental, ancillary or similar to any of the foregoing, which shall include, but not be limited to, businesses, services or activities related to beverages, food, packing, co-packing and shipping thereof or are extensions or developments of any thereof.

" *Stated Maturity* " means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

" *Subordinated Indebtedness* " means, with respect to any person, any Indebtedness (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinated in right of payment to the Notes pursuant to a written agreement.

" *Subsidiary* " means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, joint venture, limited liability company or similar entity of which:

(a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

(b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

" *Taxes* " means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including interest, penalties and other liabilities with respect thereto) that are imposed by any government or other taxing authority.

" *Total Assets* " mean, as of any date, the total consolidated assets of the Company and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries, determined on a *pro forma* basis in a manner consistent with the *pro forma* basis contained in the definition of Fixed Charge Coverage Ratio.

" *Treasury Rate* " means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Company in good faith)) most nearly equal to the period from the redemption date to July 1, 2017; *provided, however* , that if the period from the redemption date to July 1, 2017 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to such applicable date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

" *Trust Indenture Act* " means the Trust Indenture Act of 1939, as amended.

" *Unrestricted Subsidiary* " means:

(1) any Subsidiary of the Company that at the time of determination is an Unrestricted Subsidiary (as designated by the Board of Directors of the Company in the manner provided below);

(2) Northeast Finco Inc., Northeast Retailer Brands, L.L.C., Cott IP Holdings Corp. and Cott NE Holdings Inc.; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary of the Company, respectively, (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger, consolidation or other business combination transaction, or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of, or own or hold any Lien on any property of, the Company or any other Subsidiary of the Company which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(2) such designation and the Investment of the Company in such Subsidiary complies with "—Certain Covenants—Limitation on Restricted Payments."

" *U.S. Government Obligations* " means securities that are (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally Guaranteed as a full faith and credit obligation of the United States of America, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depositary receipt, *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depositary receipt.

" *Voting Stock* " of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

" *Weighted Average Life to Maturity* " means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

" *Wholly Owned Domestic Subsidiary* " means a Domestic Subsidiary of the Company, all of the Capital Stock of which (other than directors' qualifying shares or shares required by any applicable law or regulation to be held by a Person other than the Company or another Domestic Subsidiary) is owned by the Company or another Domestic Subsidiary.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material United States federal income tax consequences relating to the exchange of old notes for exchange notes in the exchange offer. It does not contain a complete analysis of all of the potential tax consequences relating to the exchange. This summary is limited to holders of old notes who hold the old notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or currencies, banks, other financial institutions, insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings or corporations that accumulate earnings to avoid United States federal income tax;
- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;
- tax consequences to holders whose "functional currency" is not the United States dollar;
- tax consequences to persons who hold notes through a partnership or similar pass-through entity;
- United States federal gift tax, estate tax or alternative minimum tax consequences, if any; or
- any state, local or non-United States tax consequences.

We recommend that each holder consult its own tax advisor as to the particular tax consequences of exchanging old notes for exchange notes in the exchange offer, including the applicability and effect of any state, local or non-United States tax law.

The discussion below is based upon the provisions of the United States Internal Revenue Code of 1986, as amended, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those discussed below.

Consequences of Tendering Old Notes

The exchange of old notes for exchange notes pursuant to the exchange offer should not constitute a taxable "exchange" for United States federal income tax purposes because the exchange notes should not be considered to differ materially in kind or extent from the old notes. Rather, the exchange notes received by a holder should be treated as a continuation of the old notes in the hands of such holder. Accordingly, there should be no United States federal income tax consequences to tendering holders arising from the exchange of old notes for exchange notes pursuant to the exchange offer.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for old notes where such old notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration of the exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resales. In addition, until , 2015 (90 days after the date of this prospectus), all broker-dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale. These resales may be made at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act, and any profit on any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal delivered with this prospectus states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the expiration of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents. We have agreed to pay all expenses incident to the performance of our obligations in connection with the exchange offer. We will indemnify the holders of the exchange notes (including any broker-dealer) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the exchange notes and the enforceability of obligations under the exchange notes and guarantees will be passed upon for us by Kirkland & Ellis LLP, New York, New York, as U.S. counsel and Goodmans LLP, as Canadian counsel.

EXPERTS

The financial statements and financial statement schedule of Cott Corporation, and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting), which contains an explanatory paragraph on the effectiveness of internal control over financial reporting due to the exclusion of certain elements of the internal control over financial reporting of the Aimia Foods Holdings Limited and DSS Group, Inc. businesses the registrant acquired as of January 3, 2015, incorporated in this prospectus by reference to Cott Corporation's Current Report on Form 8-K dated May 11, 2015, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered certified public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Aimia Foods Holdings Limited as of and for the year ended June 30, 2013, incorporated by reference in this prospectus and elsewhere in the registration statement have been so incorporated by reference in reliance upon the report of Grant Thornton UK LLP, independent accountants, upon the authority of said firm as experts in accounting and auditing.

The audited historical financial statements of DSS Group, Inc. included in Cott Corporation's Current Report on Form 8-K dated February 24, 2015 have been incorporated in reliance on the reports of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

$525,000,000

Cott Beverages Inc.

Exchange Offer for 5.375% Senior Notes due 2022

PROSPECTUS

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained or incorporated by reference in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the registered securities to which it relates, nor does this prospectus constitute an offer to sell or a solicitation to buy securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

Until , 2015, all dealers that effect transactions in the exchange notes, whether or not participating in this exchange offer, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

, 2015

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. *Indemnification of Directors and Officers*

Corporation laws of the States of Georgia and Delaware, and those of Canada, United Kingdom, Luxembourg and our charter and bylaws, or operating agreement, as the case may be, include provisions designed to limit the liability of our officers and directors against certain liabilities. These provisions are designed to encourage qualified individuals to serve as our officers and directors.

Canada

Under the Canada Business Corporations Act ("CBCA"), a corporation may indemnify certain persons associated with the corporation or, at the request of the corporation, another entity, against all costs, charges, and expenses (including an amount paid to settle an action or satisfy a judgment) reasonably incurred by him or her in respect of any civil, criminal, administrative, investigative, or other proceeding in which he or she is involved because of that association with the corporation or other entity. Indemnifiable persons are current and former directors or officers, other individuals who act or acted at the corporation's request as a director or officer, or an individual acting in a similar capacity of another entity.

The law permits indemnification only if the indemnifiable person acted honestly and in good faith with a view to the best interests of the corporation or, as the case may be, to the best interests of the other entity for which the individual acted as a director or officer in a similar capacity at the corporation's request and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing his or her conduct was lawful and he or she was not judged by a court or other competent authority to have committed any fault or omitted to do anything he or she ought to have done. With the approval of the court, a corporation may also indemnify an indemnifiable person in respect of an action by or on behalf of the corporation to which the indemnifiable person is made a party because of his or her association with the corporation.

Sections 7.02 and 7.04 of our by-laws provide that, without in any manner derogating from or limiting the mandatory provisions of the CBCA but subject to the conditions contained in the by-laws, we shall indemnify any of our directors or officers, former directors or officers, and each individual who acts or acted at our request as a director or officer, or each individual acting in a similar capacity at another entity, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative, or other proceeding in which the individual is involved because of that association with us or another entity to the extent that the individual seeking the indemnity:

- acted honestly and in good faith with a view to our best interests or the best interest of the other entity for which the individual acted as a director or officer or in a similar capacity at our request, as the case may be; and
- in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

Both the CBCA and our by-laws expressly provide for us to advance moneys to a director, officer, or other individual for the costs, charges, and expenses of a proceeding referenced above. The individual is required to repay the moneys if he or she does not fulfill the aforementioned conditions. Section 7.05 of our by-laws states that, subject to the limitations contained in the CBCA, we may purchase and maintain insurance for the benefit of our directors and officers as such, as the board may from time to time determine.

In addition to the provisions found in our charter and by-laws, we have entered into indemnification agreements with our directors and executive officers. Pursuant to the indemnification agreements, we are

required to indemnify and save harmless the indemnitee subject to and to the fullest extent permitted by law from and against any and all liability, damages, costs (including legal fees and disbursements), charges and expenses arising out of or relating to any act or omission by the indemnitee in connection with the execution of his or her duties as a director, officer, employee, trustee, agent and/or fiduciary of the Company or another entity at the request of the Company; provided that the indemnitee acted honestly and in good faith with a view to the best interest of the Company or other entity and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the indemnitee had reasonable grounds for believing that his or her conduct was lawful. Such indemnification shall continue as to such indemnitee even if he or she has ceased to be a director or officer of the Company. We are also required to advance the indemnitee all legal fees and other costs, expenses and obligations paid or incurred by the indemnitee in connection with investigating, defending, being a witness in or participating in, or preparing to be a witness or participate in, any civil, criminal or administrative action, suit, proceeding, claim or demand within 30 days after our receipt of a written request for such advance; provided that such advance must be forthwith repaid to the Company if it shall ultimately be determined that the indemnitee is not entitled to be indemnified against such costs and expenses.

Georgia

Article VIII of the Amended and Restated Bylaws of Cott Beverages Inc. provides that the company will indemnify and otherwise protect its officers, directors, employees and agents if (i) such individual acted in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful or (ii) if such individual acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for the negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. Where such an individual is successful on the merits, he or she shall be entitled to indemnification against actual and reasonable expenses (including attorney's fees) incurred in connection with the claim. Outside of actual and reasonable expenses incurred or expenses ordered by a court, determinations of indemnification must be made (i) by the Board of Directors of the company by a majority vote of a quorum consisting of directors who were not parties to the subject action, or (ii), if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by the firm of independent legal counsel then employed by the corporation, in a written opinion, or (iii) by the affirmative vote of a majority of the shares entitled to vote thereon.

Sections 14-2-850 to 14-2-859, inclusive, of the Georgia Business Corporation Code (the "GBCC") govern the indemnification of directors, officers, employees, and agents. Section 14-2-851 of the GBCC permits indemnification of an individual for liability incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal (including, subject to certain limitations, civil actions brought as derivative actions by or in the right of the corporation) in which he or she is made a party by reason of being a director of the corporation and a director who, at the request of the corporation, acts as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity. This section permits indemnification if the director acted in good faith and reasonably believed (1) in the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation, (2) in all other cases other than a criminal proceeding, that such conduct was at least not opposed to the best interests of the corporation and (3) in the case of a criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. If the required standard of conduct is met, indemnification may include judgments, settlements, penalties, fines or reasonable expenses (including attorneys' fees) incurred with respect to a proceeding.

A Georgia corporation may not indemnify a director under Section 14-2-851 in the following instances:

- in connection with a proceeding by or in the right of the corporation except for reasonable expenses incurred by such director in connection with the proceeding provided it is determined that such director met the relevant standard of conduct set forth above; or
- in connection with any proceeding with respect to conduct for which such director was adjudged liable on the basis that he or she received an improper personal benefit.

Prior to indemnifying a director under Section 14-2-851 of the GBCC, a determination must be made that the director has met the relevant standard of conduct. Such determination must be made by: (1) a majority vote of a quorum consisting of disinterested directors, (2) a majority vote of a duly designated committee of disinterested directors, (3) duly selected special legal counsel, or (4) a vote of the shareholders, excluding shares owned by or voted under the control of directors who do not qualify as disinterested directors.

Section 14-2-853 of the GBCC provides that a Georgia corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding because he or she is a director, provided that such director delivers to the corporation a written affirmation of his or her good faith belief that he or she met the relevant standard of conduct described in Section 14-2-851 of the GBCC or that the proceeding involves conduct for which liability has been eliminated under a provision of the articles of incorporation as authorized by Section 14-2-202(b)(4), and a written undertaking by the director to repay any funds advanced if it is ultimately determined that such director was not entitled to such indemnification. Section 14-2-852 of the GBCC provides that directors who are successful with respect to any claim brought against them, which claim is brought because they are or were directors of the corporation, are entitled to mandatory indemnification against reasonable expenses incurred in connection therewith.

The GBCC also allows a Georgia corporation to indemnify directors made a party to a proceeding without regard to the above-referenced limitations, if authorized by the articles of incorporation or a bylaw, contract, or resolution duly adopted by a vote of the shareholders of the corporation by a majority of votes entitled to be cast, excluding shares owned or voted under the control of the director or directors who are not disinterested, and to advance funds to pay for or reimburse reasonable expenses incurred in the defense thereof, subject to restrictions similar to the restrictions described in the preceding paragraph; provided, however, that the corporation may not indemnify a director adjudged liable (1) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation, (2) for acts or omissions which involve intentional misconduct or a knowing violation of law, (3) for unlawful distributions under Section 14-2-832 of the GBCC (discussed above) or (4) for any transaction in which the director obtained an improper personal benefit.

Section 14-2-857 of the GBCC provides that an officer of a corporation (but not an employee or agent generally) who is not a director has the mandatory right of indemnification granted to directors under Section 14-2-852, subject to the same limitations as described above. In addition, a corporation may, as provided by either (1) the articles of incorporation, (2) the bylaws, (3) or by general or specific actions by the board of directors or (4) contract, indemnify and advance expenses to (a) an officer who is not a director (unless such officer who is also a director is made party to a proceeding if the sole basis on which he or she is made a party is an act or omission solely as an officer) for appropriating, in violation of his or her duties, any business opportunity of the corporation, for acts or omissions including intentional misconduct or a knowing violation of law, for voting for or assenting to an unlawful distribution (whether as a dividend, stock repurchase or redemption, or otherwise) as provided in Section 14-2-832 (discussed above) of the GBCC, or for receiving from any transaction an improper personal benefit, and (b) to an employee or agent who is not a director to the extent that such indemnification is consistent with public policy.

Delaware

The Second Amended and Restated Certificate of Incorporation of Cott Holdings Inc., a guarantor incorporated under the laws of the State of Delaware ("Cott Holdings"), provides that, to the extent permitted by the laws of Delaware, no director shall be personally liable for monetary damages for breach of a fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of Delaware (the "GCL"). Furthermore, the Second Amended and Restated Certificate of Incorporation provides that if the GCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of Cott Holdings shall be eliminated or limited to the fullest extent authorized by the GCL, as so amended.

The Amended and Restated Bylaws of Cott Holdings provide terms consistent with the Second Amended and Restated Certificate of Incorporation. Under the Amended and Restated Bylaws, Cott Holdings indemnifies and may provide advances to any current or former director and officer of the corporation, or person who is or was serving while a director or officer of the company as a director, officer, employee, agent, fiduciary or other representative of another entity, for expenses and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action to the fullest extent permissible under Delaware law.

Section 145 of the GCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement in connection with specified actions, rules, or proceedings, whether civil, criminal, administrative, or investigative (other than action by or in the right of the corporation (a "derivative action"), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval for any indemnification where the person seeking indemnification has been found liable to the corporation. The statute further provides that it is not exclusive of other rights to indemnification provided in a corporation's charter or by-laws, or by agreement, disinterested director or stockholder vote, or otherwise.

In addition, under Section 102(b)(7) of the GCL, a corporation may provide in its certificate of incorporation that a director may not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- payment of unlawful dividends or unlawful stock purchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

The GCL permits the advance payment by the corporation of an indemnified person's expenses prior to the final disposition of an action. In the case of a current director or officer, the indemnified person must undertake to repay any amount advanced if it is later determined that he or she is not entitled to indemnification.

The charter and bylaws of Cott Vending Inc., a guarantor incorporated under the laws of the State of Delaware ("Cott Vending"), contain provisions with respect to liability and indemnification consistent with the provisions of the GCL discussed above. Under the Seventh Article to Cott Vending's certificate of incorporation, a director has no personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent that Section 102(b)(7) of the GCL expressly provides that such liability may not be eliminated or limited. Under Article Six of the bylaws, any director or officer who is a party

or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of Cott Vending or served as a representative of another enterprise at the request of Cott Vending shall be indemnified against all expenses, judgments, fines, excise taxes and amounts paid in settlement actually and reasonable incurred in connection with such action, suit or proceeding to the extent permissible under Delaware law. Officers and directors are entitled to advances for defending such actions from Cott Vending for payment of expenses in defending the action to the extent permissible under Delaware law. Upon the request of a person for indemnification under Article Six of the bylaws, a determination as to whether indemnification is permissible is made by the board of directors or a committee thereof, or by independent legal counsel if the board or committee so directs or is not empowered by statute to make such decision.

The Amended and Restated Certificate of Incorporation of DS Services Holdings, Inc., a guarantor incorporated in the State of Delaware ("DSS Holdings"), the Amended and Restated Certificate of Incorporation of DS Services of America, Inc., a guarantor incorporated under the laws of the State of Delaware ("DS Services"), and the Second Amended and Restated Certificate of Incorporation of DSS Group, Inc., a guarantor incorporated under the laws of the State of Delaware ("DSS Group"), each provide, to the fullest extent permitted by the GCL, for the indemnification of each person who is or was a director of the applicable corporation and the heirs, executors and administrators of such person. The certificates of incorporation of each of DSS Holdings, DS Services and DSS Group also provide that no director shall be personally liable to the applicable corporation or its stockholders for monetary damages for breach of fiduciary duty as a director for any act or omission, except that such director may be liable (i) for any breach of the director's duty of loyalty to the applicable corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the GCL, which governs the unlawful payment of a dividend and/or an unlawful stock purchase by a director; or (iv) for any transaction from which the director derived an improper personal benefit.

The By-laws of DSS Holdings, DS Services and DSS Group each provide, to the fullest extent permitted by the GCL and any other applicable law, that each corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or an officer of the applicable corporation (or, in the case of DSS Group, such person is or was serving while a director or officer of DSS Group at the request of DSS Group as a director, officer, employee, agent, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. The By-laws of each of DSS Holdings and DS Services further provide, to the fullest extent permitted by the GCL and any other applicable law, that the applicable corporation may similarly indemnify a person seeking indemnity who (i) is or was an employee or agent of the applicable corporation or (ii) is or was serving at the request of the applicable corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

Section 18-108 of the Delaware Limited Liability Company Act ("DLLCA") provides that a limited liability company has the power to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, subject to the standards and restrictions, if any, as set forth in the limited liability company agreement. The amended and restated operating agreement of Interim BCB, LLC ("Interim BCB"), a guarantor organized under the laws of the State of Delaware, provides for indemnification of its managers and members. Under Article 4.6 of the Amended and Restated Operating Agreement of Interim BCB, Interim BCB must indemnify each of its managers and members and make advances for expenses to each arising from any loss, cost, expense, damage, claim or demand, in connection with Interim BCB, the manager's or member's status as a manager or member of Interim BCB, the manager's or member's participation in the management, business and affairs of Interim BCB or such manager's or member's activities on behalf of Interim BCB to the fullest extent permitted by Section 18-108 of the DLLCA. In addition, no manager is liable to Interim

BCB, any of its members, or other manager for an action taken in the managing of the business or affairs of Interim BCB if he or she performs the duty of his or her office (1) in a manner he or she believes in good faith to be in the best interest of Interim BCB and (2) with such care as an ordinarily prudent person in a like position under similar circumstances. Furthermore, no manager is liable to Interim BCB or any members for any loss or damage except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which a manager received a personal benefit in violation or breach of the amended and restated operating agreement.

The limited liability company agreement of Caroline LLC, a guarantor organized under the laws of the State of Delaware, provides for indemnification by Caroline LLC of the member, and such other persons as are identified by the member by written instrument executed by the member as entitled to be indemnified for all costs, losses, liabilities and damages paid or accrued by the member or any such other person in connection with the business of Caroline LLC, to the fullest extent provided or allowed by the laws of the State of Delaware. In addition, Caroline LLC is required to advance costs of defense of any proceeding to the member or any such other person upon receipt by Caroline LLC of an undertaking by or on behalf of the member or such other person to repay such amount if it is ultimately determined that the member or such other person is not entitled to be indemnified by Caroline LLC. The limited liability company agreement of Caroline LLC provides that the member shall not have any liability for any debt, obligation or liability of Caroline LLC or for the acts or omissions of any other member, director, officer, agent or employee of Caroline LLC except to the extent expressly required by the DLLCA.

The Amended and Restated Limited Liability Company Agreement of Cott Investment, L.L.C. a guarantor organized under the laws of the State of Delaware, provides for indemnification by Cott Investment, L.L.C. of its managers and members and make advances for expenses to each manager and member arising from any loss, cost, expense, damage, claim or demand, in connection with Cott Investment, L.L.C., the manager's or member's status as a manager or member of Cott Investment, L.L.C., the manager's or member's participation in the management, business and affairs of Cott Investment, L.L.C. or such manager's or member's activities on behalf of Cott Investment, L.L.C. Managers shall not be liable to Cott Investment, L.L.C. for any loss or damage sustained by Cott Investment, L.L.C. or any member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such manager received a personal benefit in violation or breach of the provisions of Cott Investment, L.L.C.'s limited liability company agreement.

The limited liability company agreements of each of Cliffstar LLC, Star Real Property LLC, Cott U.S. Acquisition LLC, Cott Acquisition LLC, and Cott USA Finance LLC, each a guarantor organized under the laws of the State of Delaware, provide for indemnification, to the fullest extent permitted by the DLLCA, of each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is or was, or has agreed to become, a shareholder, director, officer, representative or employee of such company, or is or was serving, or has agreed to serve, at the request of the company, as a director, manager, officer, representative, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted by an Indemnitee in his, her or its capacity as a shareholder, director, officer, representative or employee of the company, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom. In addition, no shareholder, director, officer, representative, agent or employee of such company shall be liable to the company or any other shareholder, director, officer, representative, agent or employee of the company for any loss, damage or claim incurred by reason of any act or omission of such shareholder, director, officer, representative, agent or employee of the company, except to the extent that such act or omission involved such person's fraud, gross negligence or willful misconduct. Any person claiming indemnification is entitled to advances for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

The limited liability company agreement of DS Customer Care, LLC, a guarantor organized under the laws of the State of Delaware ("DS Customer"), provides, to the fullest extent permitted by the DLLCA, for indemnification of (i) its member(s), (ii) any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of its member(s) or (iii) any officer, employee, representative or agent of DS Customer from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which such person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of DS Customer or its property, business or affairs. However, such indemnification shall not extend to a person who has engaged in fraud, willful misconduct, bad faith or gross negligence or in the case of a claim initiated by such person to enforce a right to indemnification or was otherwise authorized by the member(s) of DS Customer. Any person claiming indemnification from DS Customer is entitled to advances for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

United Kingdom

Subject to the provisions of the United Kingdom Companies Act 2006, the laws which govern the organization of Cott Beverages Limited, Cott Retail Brands Limited, Cott Limited, Cott Europe Trading Limited, Cott Private Label Limited, Cott Nelson (Holdings) Limited, Cott (Nelson) Limited, Cott Acquisition Limited, Cott UK Acquisition Limited, Calypso Soft Drinks Limited, Cooke Bros Holdings Limited, Cooke Bros (Tattenhall) Limited, Cott Developments Limited, Cott Ventures Limited, Cott Ventures UK Limited, Mr Freeze (Europe) Limited, TT Calco Limited, Aimia Foods Holdings Limited, Aimia Foods EBT Company Limited, Aimia Foods Group Limited, Aimia Foods Limited and Stockpack Limited (collectively, the "UK Guarantors"), each a guarantor formed under the laws of the United Kingdom, provide for every director or other officer of the UK Guarantors to be indemnified out of the assets of the applicable UK Guarantor against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the applicable UK Guarantor.

Luxembourg

The managers of an S.à.r.l. are liable in accordance with the general provisions on directors'/ managers' liability. Article 59, first paragraph of the Luxembourg law of 10 August 1915 on commercial companies, as amended (which article also applies to managers of an S.à.r.l.), provides that managers are liable to the company, in accordance with the general provisions of Luxembourg law, for the execution of the mandate for which they have been appointed and for the faults committed during their management. In addition and pursuant to article 59, second paragraph, the managers are jointly and severally liable either to the company or to third parties for all damages resulting from infringements of the law or of the company's articles of association. Furthermore and under article 495 of the Luxembourg Commercial Code, managers may be declared personally bankrupt if (i) they abusively pursued, for their interest, a non-profitable business which resulted in the company becoming insolvent or (ii) they disposed of corporate assets in the same manner as if those had been their own personal assets or (iii) they carried out business on behalf of the company for their personal interest.

Luxembourg laws and regulations do not explicitly address the issue of indemnity and insurance coverage for S.à.r.l. managers. It is generally considered that the articles of incorporation of the S.à.r.l. may provide for indemnity, however limited to the extent the managers are not acting in gross negligence or fraudulently.

Insurance coverage for directors' and officers' liability is also permissible under Luxembourg law and may be considered as usual market practice for certain market segments and/or types of companies. However, again there are no legal provisions specifically dealing with Directors' and Officers' insurance.

The articles of association of Cott Luxembourg S.à.r.l. do not contain any indemnification provisions with respect to its managers.

Item 21. Exhibits and Financial Statement Schedules

(a) Exhibits.

Reference is made to the Index to Exhibits filed as a part of this registration statement.

(b) Financial Statement Schedules.

All schedules have been omitted because they are not applicable or because the required information is shown in the financial statements or notes thereto.

Item 22. Undertakings

1. The undersigned registrants hereby undertake:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(b) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(d) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(e) That, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities: The undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement,

regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, each of the undersigned registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or its securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

2. The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrants' annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of such registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

4. The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first-class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

5. The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT BEVERAGES INC.

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President, Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Vice President, Chief Financial Officer and Director
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

156775 CANADA INC.

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Karen Liebesman — Date: May 13, 2015
Name: Karen Liebesman
Title: Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President and Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

2011438 ONTARIO LIMITED

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Karen Liebesman — Date: May 13, 2015
Name: Karen Liebesman
Title: Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President and Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

804340 ONTARIO LIMITED

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Karen Liebesman — Date: May 13, 2015
Name: Karen Liebesman
Title: Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President and Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

967979 ONTARIO LIMITED

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Karen Liebesman — Date: May 13, 2015
Name: Karen Liebesman
Title: Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President and Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

AIMIA FOODS EBT COMPANY LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

/s/ Trevor Cadden — Date: May 13, 2015
Name: Trevor Cadden
Title: Director

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/s/ Mark Grover Date: May 13, 2015
Name: Mark Grover
Title: Director

/s/ Robert Unsworth Date: May 13, 2015
Name: Robert Unsworth
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

AIMIA FOODS GROUP LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

/s/ Trevor Cadden — Date: May 13, 2015
Name: Trevor Cadden
Title: Director

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/s/ Mark Grover Date: May 13, 2015
Name: Mark Grover
Title: Director

/s/ Robert Unsworth Date: May 13, 2015
Name: Robert Unsworth
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

AIMIA FOODS HOLDINGS LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

/s/ Trevor Cadden — Date: May 13, 2015
Name: Trevor Cadden
Title: Director

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/s/ Mark Grover Date: May 13, 2015
Name: Mark Grover
Title: Director

/s/ Robert Unsworth Date: May 13, 2015
Name: Robert Unsworth
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

AIMIA FOODS LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

/s/ Trevor Cadden — Date: May 13, 2015
Name: Trevor Cadden
Title: Director

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/s/ Mark Grover Date: May 13, 2015
Name: Mark Grover
Title: Director

/s/ Robert Unsworth Date: May 13, 2015
Name: Robert Unsworth
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

CALYPSO SOFT DRINKS LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

CAROLINE LLC

By: /s/ Marni Morgan Poe
Marni Morgan Poe
Vice President, Secretary and General Counsel of Cott Corporation, sole Member of Caroline LLC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Marni Morgan Poe — Date: May 13, 2015
Name: Marni Morgan Poe
Title: Vice President, Secretary and General Counsel of Cott Corporation, sole Member of Caroline LLC

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Manager
(Principal Executive, Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

CLIFFSTAR LLC

By: /s/ Marni Morgan Poe
Marni Morgan Poe
Vice President, General Counsel,
Secretary and Sole Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Marni Morgan Poe — Date: May 13, 2015
Name: Marni Morgan Poe
Title: Vice President, General Counsel, Secretary and Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COOKE BROS. (TATTENHALL). LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COOKE BROS HOLDINGS LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT (NELSON) LIMITED

By: /s/ Greg Leiter
Gregory N. Leiter
Director and Authorized Representative
in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Director

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT ACQUISITION LIMITED

By: /s/ Jay Wells
Jay Wells
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT ACQUISITION LLC

By: /s/ Marni Morgan Poe
Marni Morgan Poe
Vice President, Secretary and Sole Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Marni Morgan Poe — Date: May 13, 2015
Name: Marni Morgan Poe
Title: Vice President, Secretary and Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT BEVERAGES LIMITED

By: /s/ Greg Leiter
Gregory N. Leiter
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Trevor Cadden — Date: May 13, 2015
Name: Trevor Cadden
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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/s/ Matt Vernon Date: May 13, 2015

Name: Matt Vernon
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT CORPORATION

By: /s/ Jerry Fowden
Jerry Fowden
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chief Executive Officer, Director
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial Officer)

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Senior Vice President, Chief Accounting Officer and Assistant Secretary
(Principal Accounting Officer)

/s/ Mark Benadiba — Date: May 13, 2015
Name: Mark Benadiba
Title: Director

/s/ George A. Burnett — Date: May 13, 2015
Name: George A. Burnett
Title: Director

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/s/ David T. Gibbons Date: May 13, 2015
Name: David T. Gibbons
Title: Director

/s/ Stephen H. Halperin Date: May 13, 2015
Name: Stephen H. Halperin
Title: Director

/s/ Betty Jane Hess Date: May 13, 2015
Name: Betty Jane Hess
Title: Director

/s/ Gregory R. Monahan Date: May 13, 2015
Name: Gregory R. Monahan
Title: Director

/s/ Mario Pilozzi Date: May 13, 2015
Name: Mario Pilozzi
Title: Director

/s/ Andrew Prozes Date: May 13, 2015
Name: Andrew Prozes
Title: Director

/s/ Eric S. Rosenfeld Date: May 13, 2015
Name: Eric S. Rosenfeld
Title: Director

/s/ Graham W. Savage Date: May 13, 2015
Name: Graham W. Savage
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT DEVELOPMENTS LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT EUROPE TRADING LIMITED

By: /s/ Greg Leiter
Gregory N. Leiter
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT HOLDINGS INC.

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President, Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Vice President, Chief Financial Officer and Director
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT INVESTMENT, L.L.C.

By: /s/ Jay Wells
Jay Wells
President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jay Wells Date: May 13, 2015
Name: Jay Wells
Title: President and Manager
(Principal Executive, Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT LIMITED

By: /s/ Greg Leiter
Gregory N. Leiter
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT LUXEMBOURG S.A.R.L.

By: /s/ Jeremy Hoyle
Jeremy Hoyle
Class A Manager

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Class A Manager
(Principal Executive, Financial and Accounting Officer)

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Class A Manager

/s/ Marcel Stephany — Date: May 13 , 2015
Name: Marcel Stephany
Title: Class B Manager

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT NELSON (HOLDINGS) LIMITED

By: /s/ Greg Leiter
Gregory N. Leiter
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT PRIVATE LABEL LIMITED

By: /s/ Greg Leiter
Gregory N. Leiter
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT RETAIL BRANDS LIMITED

By: /s/ Greg Leiter
Gregory N. Leiter
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Antonio, State of Texas, on this 13th day of May, 2015.

COTT U.S. ACQUISITION LLC

By: /s/ Marni Morgan Poe
Marni Morgan Poe
Vice President, Secretary and Sole Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Marni Morgan Poe — Date: May 13, 2015
Name: Marni Morgan Poe
Title: Vice President, Secretary and Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT UK ACQUISITION LIMITED

By: /s/ Jay Wells
Jay Wells
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Antonio, State of Texas on this 13th day of May, 2015.

COTT USA FINANCE LLC

By: /s/ Ceaser Gonzalez
Ceaser Gonzalez
Director Manager

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Wendy Mavrinac — Date: May 13, 2015
Name: Wendy Mavrinac
Title: Director

/s/ Ceaser Gonzalez — Date: May 13, 2015
Name: Ceaser Gonzalez
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Kristine Eppes — Date: May 13, 2015
Name: Kristine Eppes
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT VENDING INC.

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President, Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Vice President, Chief Financial Officer and Director
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT VENTURES LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

COTT VENTURES UK LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

INTERIM BCB, LLC

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President, Chief Executive Officer and Manager
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Vice President, Chief Financial Officer and Manager
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

MR FREEZE (EUROPE) LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

STAR REAL PROPERTY LLC

By: /s/ Marni Morgan Poe
Marni Morgan Poe
Vice President, General Counsel,
Secretary and Sole Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Marni Morgan Poe — Date: May 13, 2015
Name: Marni Morgan Poe
Title: Vice President, General Counsel, Secretary and Sole Director

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chief Executive Officer
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

STOCKPACK LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

/s/ Trevor Cadden — Date: May 13, 2015
Name: Trevor Cadden
Title: Director

/s/ Mark Grover Date: May 13, 2015
Name: Mark Grover
Title: Director

/s/ Robert Unsworth Date: May 13, 2015
Name: Robert Unsworth
Title: Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

DS SERVICES HOLDINGS, INC.

By: /s/ Jerry Fowden
Jerry Fowden
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chairman, Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer and Director
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

DS SERVICES OF AMERICA, INC.

By: /s/ Thomas Harrington
Thomas Harrington
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chairman and Director

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Director

/s/ Thomas Harrington — Date: May 13, 2015
Name: Thomas Harrington
Title: Chief Executive Officer
(Principal Executive Officer)

/s/ Ron Frieman — Date: May 13, 2015
Name: Ron Frieman
Title: Chief Financial Officer
(Principal Financial Officer)

/s/ Greg Leiter — Date: May 13, 2015
Name: Gregory N. Leiter
Title: Chief Accounting Officer, Senior Vice President and Controller
(Principal Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

DS CUSTOMER CARE, LLC

By: /s/ Jerry Fowden
Jerry Fowden
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Chief Financial Officer and Director
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

DSS GROUP, INC.

By: /s/ Jerry Fowden
Jerry Fowden
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jerry Fowden — Date: May 13, 2015
Name: Jerry Fowden
Title: President, Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Jay Wells — Date: May 13, 2015
Name: Jay Wells
Title: Vice President, Chief Financial Officer and Director
(Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, State of Florida, on this 13th day of May, 2015.

TT CALCO LIMITED

By: /s/ Jason Ausher
Jason Ausher
Director and Authorized Representative in the United States

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Jay Wells and Marni Morgan Poe, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute any and all amendments and supplements to this registration statement and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jason Ausher — Date: May 13, 2015
Name: Jason Ausher
Title: Director

/s/ Jeremy Hoyle — Date: May 13, 2015
Name: Jeremy Hoyle
Title: Director
(Principal Executive, Financial and Accounting Officer)

/s/ Stephen Corby — Date: May 13, 2015
Name: Stephen Corby
Title: Director

/s/ Joanne Lloyd-Davies — Date: May 13, 2015
Name: Joanne Lloyd-Davies
Title: Director

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INDEX TO EXHIBITS

Exhibit No.	Description of Exhibit
3.1(1)	Articles of Incorporation of Cott Beverages Inc.
3.1(2)	Amended and Restated Bylaws of Cott Beverages Inc.
3.1(3)	Articles of Amalgamation of Cott Corporation (incorporated by reference to Exhibit 3.1 to our Form 10-K filed February 28, 2007).
3.1(4)	Articles of Amendment to Articles of Amalgamation of Cott Corporation (incorporated by reference to Exhibit 3.1 to our Form 8-K filed December 15, 2014).
3.1(5)	Second Amended and Restated By-laws of Cott Corporation (incorporated by reference to Exhibit 3.2 to our Form 10-Q filed May 8, 2014).
3.1(6)	Articles of Incorporation of 156775 Canada Inc. (incorporated by reference to Exhibit 3.1(xxxi) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(7)	By-laws of 156775 Canada Inc. (incorporated by reference to Exhibit 3.1(xxxii) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(8)	Articles of Incorporation of 2011438 Ontario Limited (incorporated by reference to Exhibit 3.1(xxxvii) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(9)	By-laws of 2011438 Ontario Limited (incorporated by reference to Exhibit 3.1(xxxviii) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(10)	Articles of Incorporation of 804340 Ontario Limited (incorporated by reference to Exhibit 3.1(xxxv) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(11)	By-laws of 804340 Ontario Limited (incorporated by reference to Exhibit 3.1(xxxvi) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(12)	Articles of Incorporation of 967979 Ontario Limited (incorporated by reference to Exhibit 3.1(xxxiii) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(13)	By-laws of 967979 Ontario Limited (incorporated by reference to Exhibit 3.1(xxxiv) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(14)	Certificate of Incorporation of Aimia Foods EBT Company Limited.
3.1(15)	Memorandum of Association and Articles of Association of Aimia Foods EBT Company Limited.
3.1(16)	Certificate of Incorporation of Aimia Foods Group Limited.
3.1(17)	Articles of Association of Aimia Foods Group Limited.
3.1(18)	Certificate of Incorporation of Aimia Foods Holdings Limited.
3.1(19)	Articles of Association of Aimia Foods Holdings Limited.
3.1(20)	Certificate of Incorporation of Aimia Foods Limited.
3.1(21)	Memorandum of Association and Articles of Association of Aimia Foods Limited.
3.1(22)	Certificate of Incorporation of Calypso Soft Drinks Limited.
3.1(23)	Articles of Association of Calypso Soft Drinks Limited.
3.1(24)	Certificate of Formation of Caroline LLC (incorporated by reference to Exhibit 3.1(xlv) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(25)	Limited Liability Company Agreement of Caroline LLC, as amended.
3.1(26)	Certificate of Formation of Cliffstar LLC (incorporated by reference to Exhibit 3.1(xlvii) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(27)	Limited Liability Company Agreement of Cliffstar LLC, as amended.

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Exhibit No.	Description of Exhibit
3.1(28)	Certificate of Incorporation of Cooke Bros Holdings Limited.
3.1(29)	Articles of Association of Cooke Bros Holdings Limited.
3.1(30)	Certificate of Incorporation of Cooke Bros. (Tattenhall). Limited.
3.1(31)	Articles of Association of Cooke Bros. (Tattenhall). Limited.
3.1(32)	Certificate of Incorporation of Cott (Nelson) Limited (incorporated by reference to Exhibit 3.1(xxix) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(33)	Memorandum of Association and Articles of Association of Cott (Nelson) Limited (incorporated by reference to Exhibit 3.1(xxx) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(34)	Certificate of Incorporation of Cott Acquisition Limited (incorporated by reference to Exhibit 3.1(li) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(35)	Memorandum of Association and Articles of Association of Cott Acquisition Limited (incorporated by reference to Exhibit 3.1(lii) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(36)	Certificate of Formation of Cott Acquisition LLC (incorporated by reference to Exhibit 3.1(xliii) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(37)	Limited Liability Company Agreement of Cott Acquisition LLC, as amended.
3.1(38)	Certificate of Incorporation of Cott Beverages Limited (incorporated by reference to Exhibit 3.1(xiii) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(39)	Memorandum of Association and Articles of Association of Cott Beverages Limited (incorporated by reference to Exhibit 3.1(xiv) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(40)	Certificate of Incorporation of Cott Developments Limited.
3.1(41)	Memorandum of Association and Articles of Association of Cott Developments Limited.
3.1(42)	Certificate of Incorporation of Cott Europe Trading Limited (incorporated by reference to Exhibit 3.1(xxiii) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(43)	Memorandum of Association and Articles of Association of Cott Europe Trading Limited (incorporated by reference to Exhibit 3.1(xxiv) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(44)	Second Amended and Restated Certificate of Incorporation of Cott Holdings Inc.
3.1(45)	Amended and Restated Bylaws of Cott Holdings Inc.
3.1(46)	Certificate of Incorporation of Cott Limited (incorporated by reference to Exhibit 3.1(xxi) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(47)	Memorandum of Association and Articles of Association of Cott Limited (incorporated by reference to Exhibit 3.1(xxii) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(48)	Deed of Incorporation and Articles of Association of Cott Luxembourg S.A.R.L.

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Exhibit No.	Description of Exhibit
3.1(49)	Certificate of Incorporation of Cott Nelson (Holdings) Limited (incorporated by reference to Exhibit 3.1(xxvii) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(50)	Memorandum of Association and Articles of Association of Cott Nelson (Holdings) Limited (incorporated by reference to Exhibit 3.1(xxviii) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(51)	Certificate of Incorporation of Cott Private Label Limited (incorporated by reference to Exhibit 3.1(xxv) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(52)	Memorandum of Association and Articles of Association of Cott Private Label Limited (incorporated by reference to Exhibit 3.1(xxvi) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(53)	Certificate of Incorporation of Cott Retail Brands Limited (incorporated by reference to Exhibit 3.1(xv) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(54)	Memorandum of Association and Articles of Association of Cott Retail Brands Limited (incorporated by reference to Exhibit 3.1(xvi) to Pre-Effective Amendment No. 1 to our Registration Statement on Form S-4 filed on June 10, 2010).
3.1(55)	Certificate of Formation of Cott U.S. Acquisition LLC (incorporated by reference to Exhibit 3.1(xli) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(56)	Limited Liability Company Agreement of Cott U.S. Acquisition LLC, as amended.
3.1(57)	Certificate of Incorporation of Cott UK Acquisition Limited (incorporated by reference to Exhibit 3.1(liii) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(58)	Memorandum of Association and Articles of Association of Cott UK Acquisition Limited (incorporated by reference to Exhibit 3.1(liv) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(59)	Certificate of Formation of Cott USA Finance LLC (incorporated by reference to Exhibit 3.1(xix) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(60)	Limited Liability Company of Cott USA Finance LLC, as amended.
3.1(61)	Certificate of Incorporation of Cott Vending Inc. (incorporated by reference to Exhibit 3.10 to our Registration Statement on Form S-4 filed on March 8, 2002).
3.1(62)	Bylaws of Cott Vending Inc. (incorporated by reference to Exhibit 3.11 to our Registration Statement on Form S-4 filed on March 8, 2002).
3.1(63)	Certificate of Incorporation of Cott Ventures Limited.
3.1(64)	Memorandum of Association and Articles of Association of Cott Ventures Limited.
3.1(65)	Certificate of Incorporation of Cott Ventures UK Limited.
3.1(66)	Articles of Association of Cott Ventures UK Limited.
3.1(67)	Certificate of Formation of Interim BCB, LLC (incorporated by reference to Exhibit 3.1(xi) to our Registration Statement on Form S-4 filed on January 22, 2010).
3.1(68)	Amended and Restated Operating Agreement of Interim BCB, LLC, as amended.

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Exhibit No.	Description of Exhibit
3.1(69)	Certificate of Incorporation of Mr Freeze (Europe) Limited.
3.1(70)	Articles of Association of Mr Freeze (Europe) Limited.
3.1(71)	Certificate of Formation of Star Real Property LLC (incorporated by reference to Exhibit 3.1(xlix) to Pre-Effective Amendment No. 2 to our Registration Statement on Form S-4 filed on August 27, 2010).
3.1(72)	Amended and Restated Limited Liability Company Agreement of Star Real Property LLC, as amended.
3.1(73)	Certificate of Incorporation of Stockpack Limited.
3.1(74)	Articles of Association of Stockpack Limited.
3.1(75)	Certificate of Incorporation of TT Calco Limited.
3.1(76)	Articles of Association of TT Calco Limited.
3.1(77)	Amended and Restated Certificate of Incorporation of DS Services Holdings, Inc. (f/k/a DS Waters Enterprises, Inc.).
3.1(78)	By-laws of DS Services Holdings, Inc. (f/k/a DS Waters Enterprises, Inc.).
3.1(79)	Amended and Restated Certificate of Incorporation of DS Services of America, Inc. (f/k/a DS Waters of America, Inc.).
3.1(80)	By-laws of DS Services of America, Inc. (f/k/a DS Waters of America, Inc.).
3.1(81)	Certificate of Formation of DS Customer Care, LLC (f/k/a Crystal Springs of Alabama Holdings, LLC).
3.1(82)	Limited Liability Company Agreement of DS Customer Care, LLC (f/k/a Crystal Springs of Alabama Holdings, LLC).
3.1(83)	Second Amended and Restated Certificate of Incorporation of DSS Group, Inc.
3.1(84)	Bylaws of DSS Group, Inc. (f/k/a Delivery Acquisition Inc.).
3.1(85)	Certificate of Formation of Cott Investment, L.L.C.
3.1(86)	Amended and Restated Limited Liability Company Agreement of Cott Investment, L.L.C.
4.1	Indenture, dated as of June 24, 2014, governing the 5.375% Senior Notes due 2022, by and among Cott Beverages Inc., the guarantors identified therein and Wells Fargo Bank, National Association, as Trustee, Paying Agent, Registrar, Transfer Agent and Authenticating Agent (incorporated by reference to Exhibit 4.1 to our Form 8-K filed June 25, 2014).
4.2	Form of 5.375% Senior Note due 2022 (included as Exhibit A to Exhibit 4.1, which is incorporated by reference to Exhibit 4.1 to our Form 8-K filed June 25, 2014).
4.3	Registration Rights Agreement, dated as of June 24, 2014, among Cott Beverages Inc., Cott Corporation, the guarantors identified therein and the Initial Purchasers named in Schedule 2 thereto (incorporated by reference to Exhibit 4.3 to our Form 8-K filed June 25, 2014).
4.4	Supplemental Indenture, dated as of July 24, 2014, governing the 5.375% Senior Notes due 2022, by and among Cott Beverages Inc. and certain of its subsidiaries, including Aimia Foods EBT Company Limited, Aimia Foods Group Limited, Aimia Foods Holdings Limited, Aimia Foods Limited and Stockpack Limited, and Wells Fargo Bank, National Association, as Trustee (incorporated by reference to Exhibit 4.4 to our Form 10-K filed March 4, 2015).

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Exhibit No.	Description of Exhibit
4.5	Second Supplemental Indenture, dated as of December 12, 2014, governing the 5.375% Senior Notes due 2022, by and among Cott Beverages Inc. and certain of its subsidiaries, including DSS Group, Inc., DS Services of America, Inc., DS Services Holdings, Inc. and Crystal Springs of Alabama, LLC, and Wells Fargo Bank, National Association, as Trustee (incorporated by reference to Exhibit 4.5 to our Form 10-K filed March 4, 2015).
4.6	Indenture, dated as of December 12, 2014, governing the 6.75% Senior Notes due 2020, by and among Cott Beverages Inc., the guarantors identified therein and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.3 to our Form 8-K filed December 15, 2014).
4.7	Form of 5.375% Senior Note due 2022 (included as Exhibit A to Exhibit 4.4, which is incorporated by reference to Exhibit 4.4 to our Form 8-K filed December 15, 2014).
4.8	Registration Rights Agreement, dated as of December 12, 2014, among Cott Beverages Inc., the guarantors identified therein and Barclays Capital Inc., as representative of the several initial purchasers named in Schedule I to the Purchase Agreement dated December 4, 2014, among Cott Beverages Inc., Cott Corporation, certain of Cott Corporation's subsidiaries, as guarantors, and Barclays Capital Inc., acting on behalf of itself and as the representative of the several Initial Purchasers named therein (incorporated by reference to Exhibit 4.5 to our Form 8-K filed December 15, 2014).
4.9	Amended and Restated Indenture, dated as of December 12, 2014, by and among Cott Corporation, DS Services of America, Inc., DS Services Holdings, Inc., the other guarantors party thereto from time to time, and Wilmington Trust, National Association, as Trustee and as Collateral Agent (incorporated by reference to Exhibit 4.6 to our Form 8-K filed December 15, 2014).
4.10	Supplemental Indenture, dated as of August 30, 2013, among DS Waters of America, Inc., DS Waters Enterprises, Inc., Crystal Springs of Alabama Holdings, LLC, PolyCycle Solutions, LLC and Wilmington Trust, National Association (incorporated by reference to Exhibit 4.2 to DS Services Holdings, Inc.'s Form S-4 filed March 31, 2014).
4.11	Third Supplemental Indenture, dated as of December 12, 2014, by and among DS Services of America, Inc., Cott Corporation and certain of its subsidiaries, including Cott Beverages Inc., DSS Group, Inc. and Wilmington Trust, National Association, as Trustee and as Collateral Agent (incorporated by reference to Exhibit 4.7 to our Form 8-K filed December 15, 2014).
4.12	Form of 10.000% Second-Priority Senior Secured Note due 2021 (included as Exhibit A to Exhibit 4.7, which is incorporated by reference to Exhibit 4.6 to our Form 8-K filed December 15, 2014).
4.13	Registration Rights Agreement, dated August 30, 2013, among DS Waters of America, Inc., DS Waters Enterprises, Inc., the guarantors named therein and Credit Suisse Securities (USA) LLC, Barclays Capital Inc. and Jefferies LLC (incorporated by reference to Exhibit 4.3 to DS Services Holdings, Inc.'s Form S-4 filed March 31, 2014).
5.1	Opinion of Kirkland & Ellis LLP.
5.2	Opinion of Goodmans LLP.
10.1	Credit Agreement, dated as of August 17, 2010, among Cott Corporation, Cott Beverages Inc., Cott Beverages Limited, Cliffstar LLC and the other Loan Parties party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., London Branch as UK Security Trustee, JPMorgan Chase Bank, N.A., as Administrative Agent and Administrative Collateral Agent, General Electric Capital Corporation, as Co-Collateral Agent, and Bank of America, N.A., as Documentation Agent (incorporated by reference to Exhibit 10.2 to our Form 10-K filed March 4, 2015).

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Exhibit No.	Description of Exhibit
10.2	Amendment No. 1 to Credit Agreement, dated as of April 19, 2012, by and among Cott Corporation, Cott Beverages Inc., Cliffstar LLC, and Cott Beverages Limited, as Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.2 to our Form 10-Q filed May 7, 2012).
10.3	Amendment No. 2 to Credit Agreement, dated as of July 19, 2012, by and among Cott Corporation, Cott Beverages Inc., Cliffstar LLC, and Cott Beverages Limited, as Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to our Form 10-Q filed November 1, 2012).
10.4	Amendment No. 3 to Credit Agreement, dated as of October 22, 2013, by and among Cott Corporation, Cott Beverages Inc., Cliffstar LLC, and Cott Beverages Limited, as Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.22 to our Form 10-K filed February 24, 2014).
10.5	Amendment No. 4 to Credit Agreement, dated as of May 28, 2014, by and among Cott Corporation, Cott Beverages Inc., Cliffstar LLC, and Cott Beverages Limited, as Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to our Form 10-Q filed August 7, 2014).
10.6	Amendment No. 5 to Credit Agreement, dated as of December 12, 2014, by and among Cott Corporation, Cott Beverages Inc., Cliffstar LLC, Cott Beverages Limited and DS Services of America, Inc., as Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.7 to our Form 10-K filed March 4, 2015).
12.1	Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of PricewaterhouseCoopers LLP, independent registered certified public accountant for Cott Corporation.
23.2	Consent of Grant Thornton UK LLP, independent auditor for Aimia Foods Holdings Limited.
23.3	Consent of PricewaterhouseCoopers LLP, independent registered public accountant for DSS Group, Inc.
23.4	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).
23.5	Consent of Goodmans LLP (included in Exhibit 5.2).
25	Statement of Eligibility on Form T-1.
99.1	Form of Letter of Transmittal.

Exhibit 3.1(1)

ARTICLES OF INCORPORATION

OF

COTT BEVERAGES INC.

ARTICLE I

The name of the corporation is COTT BEVERAGES INC.

ARTICLE II

The corporation shall have perpetual duration.

ARTICLE III

These Articles of Incorporation shall be effective as of the 16 th day of November, 2013.

ARTICLE IV

The corporation is a corporation for profit and is organized to engage in any lawful business or activity for which corporations may be organized under the Georgia Business Corporation Code.

ARTICLE V

The corporation shall have the authority, acting by its Board of Directors, to issue not more than 300,000,000 shares of capital stock, divided into 100,000,000 shares of Class A common stock with no par value and 200,000,000 shares of Class B common stock with no par value. All shares of stock issued by the corporation shall be shares of Class B common stock unless otherwise designated at issuance by the corporation as shares of Class A common stock. No shares shall be designated as Class A common stock unless the shareholder receiving such shares uses or has used proceeds of debt (or proceeds of a capital contribution that was derived from proceeds of debt) to make such acquisition. In all other respects, the shares of Class A common stock and shares of Class B common stock shall have the same characteristics.

ARTICLE VI

The initial registered agent of the corporation shall be Registered Agent Solutions, Inc. and the initial registered office of the corporation shall be 900 Old Roswell Lakes Parkway, Suite 310, Roswell, Georgia 30076.

ARTICLE VII

The name of the incorporator is Jerry Fowden and the incorporator's address is 5519 West Idlewild Avenue, Tampa, Florida 33634.

ARTICLE VIII

The initial Board of Directors of the corporation shall consist of two (2) members, whose names and addresses are as follows:

NAME	ADDRESS
Jerry Fowden	5519 West Idlewild Avenue Tampa, Florida 33634
Jay Wells	5519 West Idlewild Avenue Tampa, Florida 33634

ARTICLE IX

The mailing address of the initial principal office of the corporation is 5519 W. Idlewild Avenue, Tampa, Florida 33634.

ARTICLE X

In accordance with the applicable provisions of the Georgia Business Corporation Code, any action required or permitted by law to be taken, or permitted to be taken at a shareholders meeting may be taken without a meeting if written consent, describing and setting forth the action taken, shall be signed by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted (provided that action by less than unanimous written consent may not be taken with respect to any election of directors as to which

shareholders would be entitled to cumulative voting); such written consent to be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting as above provided and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

ARTICLE XI

A Director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a Director to the fullest extent permitted by the Business Corporation Code of Georgia as the same now exists or hereafter may be amended.

ARTICLE XII

(a) Terms used in this Article shall have the meanings assigned such terms in Part 5 of Article 8 of the Georgia Business Corporation Code (the "Code"). Whenever in this provisions reference is made to a specific section of the Code, such reference shall be deemed to refer to such section as amended from time to time or any successor provision.

(b) The corporation shall indemnify and advance expenses to its directors to the full extent and under the conditions that a Georgia corporation is permitted, without shareholder approval, to indemnify and advance expenses to its directors under Part 5 of Article 8 of the Code, as amended from time to time, other than the provisions of Section 14-2-856 thereof.

(c) The corporation shall indemnify and advance expenses to its board-elected officers who are not directors (and may, if authorized for a specific proceeding, indemnify and advance expenses to its other employees and agents who are not board-elected officers or directors) to the same extent under the same conditions as to directors. No advancement or reimbursement of expenses to officers, employees or agents in accordance with the foregoing sentence shall be made unless the proposed indemnitee furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Section 14-2-851(a), and he or she furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this Article or Part 5 of Article 8 of the Code.

(d) The Corporation may purchase and maintain insurance on behalf of an individual who is a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article or under Part 5 of Article 8 of the Code.

(e) The right to indemnification and advancement of expenses conferred hereunder to directors and board-elected officers shall be a contract right and shall not be affected adversely to any director or board-elected officer by any amendment of these bylaws with respect to any action or inaction occurring prior to such amendment; provided, however, that this provision shall not confer upon any indemnitee or potential indemnitee (in his or her capacity as such) the right to consent or object to any subsequent amendment of these bylaws.

(f) The rights of a director or officer hereunder shall be in addition to any other rights with respect to indemnification, advancement of expenses or otherwise that he or she may have under contract or the Code or otherwise.

(g) No amendment, modification or rescission of this Article, or any provision hereof, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any director or board-elected officer of the corporation with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

(h) To the extent that the provisions of this Article are held to be inconsistent with the provisions of Part 5 of Article 8 of the Code, such provisions of the Code shall govern.

(i) In the event that any of the provisions of this Article (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of this Article shall remain enforceable to the fullest extent permitted by law.

ARTICLE XIII

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of

Directors, and any individual Directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such Directors consider pertinent; provided, however, that this provision shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

IN WITNESS WHEREOF, I have hereunto executed these Articles of Incorporation, effective as of the 16 th day of November, 2013.

/s/ Jerry Fowden
Jerry Fowden, Incorporator

Page, Scrantom, Sprouse,
Tucker & Ford, P.C.
Post Office Box 1199
Columbus, Georgia 31902-1199

Exhibit 3.1(2)

AMENDED AND RESTATED

BYLAWS

OF

COTT BEVERAGES INC.

BYLAWS

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AMENDED AND RESTATED
BYLAWS
OF

COTT BEVERAGES INC.

ARTICLE I. OFFICES

Section 1. Principal Office . The principal office of the corporation shall be located at such place whether within or without the State of Georgia or the United States as may be fixed from time to time by the Board of Directors.

Section 2. Other Offices . Branch offices and other places of business may be established at any time by the Board of Directors at any place or places where the corporation is qualified to do business, whether within or without the state of Georgia.

ARTICLE II. SHAREHOLDERS' MEETINGS

Section 1. Meetings, Where Held . Any meeting of the shareholders of the corporation may be held at any place the shareholders may designate whether within or without the State of Georgia or the United States.

Section 2. Annual Meeting . The annual meeting of the shareholders of the corporation shall be held on such date and at such place whether within or without the State of Georgia or the United States as the Board shall determine; provided, that if the Board shall in any year fail to designate a time and place, then such annual meeting shall be held at the place specified for the annual meeting of the shareholders of the corporation's parent company at a time immediately following the completion of the meeting of said shareholders. At an annual meeting of shareholders, any matter relating to the affairs of the corporation, whether or not stated in the notice of the meeting, may be brought up for action except matters which by law are required to be stated in the notice of the meeting.

Section 3. Special Meetings . A special meeting of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the Chairman of the Board, the President, a majority of the Board of Directors, or one or more shareholders holding not less than one-half (or such lesser number as may be required by law) of the voting power of the corporation. Such a call for a special meeting must state the purpose of the meeting.

Section 4. Notice of Meetings . Unless waived, written notice stating the place, day and hour of each meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each shareholder not less than ten days (or not less than any such other minimum period of days as may be prescribed by law) nor more than sixty days before the date of the meeting either personally or by first class mail by the person(s) calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with first class

postage thereon prepaid, addressed to the shareholder at the shareholder's last known address. The notice of any annual or special meeting shall also include, or be accompanied by, any additional statements, information, or documents prescribed by law. If the corporation has more than five hundred (500) shareholders entitled to vote at a meeting of shareholders, notice may be mailed by other than first class mail if the notice is mailed not less that thirty (30) days before the date of the meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder on the new record date.

Section 5. Waiver of Notice . Notice of any meeting may be waived by any shareholder, either before or after the meeting; and the attendance of a shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place or time of the meeting, or to the manner in which it has been called or convened, except when a shareholder attends solely for the purpose of stating such objection(s) at the beginning of the meeting to the transaction of business at such meeting.

Section 6. Quorum, Voting and Proxy . A majority of the issued and outstanding shares of the corporation entitled to vote at a shareholders' meeting represented in person or by proxy shall constitute a quorum at a shareholders' meeting. When a specified item of business is required to be voted on by a class or series of stock, a majority of the issued and outstanding shares of such class or series shall constitute a quorum for the transaction of such item. If a. quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater number or voting by classes or series is required by the Articles of Incorporation or by law. The subsequent withdrawal of shareholders so as to reduce the number of shares entitled to vote at the meeting below the number required for quorum shall not affect the validity of an action taken at the meeting or any adjournment thereof.

Unless otherwise provided in the Articles of Incorporation or in these Bylaws, each common shareholder shall be entitled to one vote for each share of voting common stock owned. Any shareholder who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers, or releases, may be represented at such meeting or vote thereat, and execute consents, waivers, and releases, and exercise any of such shareholder's other rights, by one or more agents, who may be either an individual or individuals or any domestic or foreign corporation, authorized by a written proxy executed by such person or by such person's attorney-in-fact. A telegram, cablegram or e-mail message transmitted by a shareholder shall be deemed a written proxy. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it, except as made irrevocable under the provisions of applicable law. If a proxy expressly provides, any proxy holder may appoint in writing a substitute to act in his place.

Section 7. Voting Shares Held by Certain Shareholders . Shares standing in the name of another corporation may be voted by either the president of such corporation or by proxy appointed by him unless the board of directors of such corporation should determine otherwise in which event any other person authorized to vote such shares shall produce a certified copy of resolutions of such board so indicating.

Shares held by an administrator, executor, guardian, conservator or committee may be voted by him either in person or by proxy without transfer of such shares into his name. As to a trustee, shares standing in the name of the trustee may be voted by him but no trustee shall be entitled to vote shares held by him without a transfer of such into his name.

Shares standing in the joint name of three or more fiduciaries shall be voted in the manner determined by the majority of such fiduciaries unless an instrument or order appointing such fiduciary otherwise directs.

Shares standing in the name of a receiver may be voted by such receiver and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do is contained in an appropriate order of the court by which such receiver was appointed.

Shareholders whose shares are pledged shall be entitled to vote such shares until such shares have been transferred on the stock transfer books of the corporation into the name of the pledgee and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 8. No Meeting Necessary, When . Any action required by law or permitted to be taken at any shareholders' meeting may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by (a) all persons who would be entitled to vote at a meeting all the shares entitled to be voted with respect to the subject matter thereof or (b) if so provided in the Articles of Incorporation, by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted, provided that action by less than a unanimous written consent may not be taken with respect to the election of directors as to which shareholders would be entitled to cumulative voting.

Notice shall be given within ten (10) days of the taking of the corporation's action without a meeting by less than unanimous written consent to those shareholders on the record date whose shares were not represented on the written consent For purposes of written consent by the shareholders the record date shall be the date when the consent is first executed and action shall be deemed taken when executed by the last necessary signature. A written consent shall have the same force and effect as a vote at a meeting of the shares represented on the executed consent and may be stated as such in any articles or documents filed with the Secretary of State, provided that such articles or documents shall also state, if applicable, that the notice or other information required by applicable law has been given.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Functions and Definitions . The business and affairs of the corporation shall be managed by a governing board, which is herein referred to as the "Board of Directors" or "directors" notwithstanding that only one director may legally constitute the Board. The use of the phrase "entire Board" or "full Board" in these Bylaws refers to the total number of directors which the corporation would have if there were no vacancies.

Section 2. Qualifications and Number . Each director shall be of majority age. A director need not be a shareholder, a citizen of the United States or a resident of the state in which the corporation is incorporated. The precise number of directors may be fixed by a resolution of the shareholders from time to time. In the absence of such a resolution, the number of directors shall be fixed at three (3). Except as permitted by Section 9 of this Article III, no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

Section 3. Election and Tenure . Each director shall hold office until his successor is elected and qualified, or until his earlier resignation, removal from office, or death. At each annual meeting of the shareholders, directors shall be elected, and each shall hold office until the next annual meeting of shareholders and until their successors are elected and qualified, or until their earlier resignation, removal from office, or death.

Section 4. Powers . The Board of Directors shall have authority to manage the affairs and exercise the powers, privileges and franchises of the corporation as they may deem expedient for the interests of the corporation, subject to the terms of the Articles of Incorporation, these Bylaws, and any valid shareholders' agreement, and such policies and directions as may be prescribed from time to time by the shareholders.

Section 5. Meetings . The annual meeting of the Board of Directors shall be held without notice immediately following the annual meeting of the shareholders, on the same date and at the same place as said annual meeting of the shareholders. The Board by resolution may provide for regular meetings, which may be held without notice as and when scheduled in such resolution. Special meetings of the Board may be called at any time by the Chairman of the Board, the President, or by any two or more directors. The Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other; and participation in such a meeting pursuant to this Section 5 shall constitute presence in person at such meeting.

Section 6. Notice and Waiver; Quorum . Notice of any special meeting of the Board of Directors shall be given to each director personally or by mail, e-mail, telegram or cablegram addressed to him

at his last known address, at least two days prior to the meeting. Such notice may be waived in writing, either before or after the meeting; and the attendance of a director at any special meeting shall of itself constitute a waiver of notice of such meeting and of any and all objections to the place or time of the meeting, or to the manner in which it has been called or convened, except where a director states, at the beginning of the meeting, any such objection or objections to the transaction of business. A majority of the number of Directors, set in accordance with the Articles of Incorporation or these Bylaws, shall constitute a quorum at any directors' meeting.

Section 7. No Meeting Necessary, When . Any action required by law or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the directors. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors and shall be filed with the Secretary and recorded in the Minute Book of the corporation.

Section 8. Voting . At all meetings of the Board of Directors each director shall have one vote and, except as otherwise provided herein or provided by law, all questions shall be determined by a majority vote of the directors present.

Section 9. Removal, Resignation . Any one or more directors or the entire Board of Directors may be removed from office, with or without cause, by the affirmative vote of the holders of a majority of the shares entitled to vote at any shareholders' meeting with respect to which notice of such purpose has been given.

A director may resign from the Board of Directors at any time by giving written signed notice to the President or Secretary of the corporation unless otherwise specified herein. The acceptance by the corporation of such resignation shall not be necessary to make it effective.

Section 10. Vacancies . Unless the shareholders by resolution have otherwise provided, any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum, or by the sole remaining director, as the case may be, or by the shareholders if the vacancy is not so filled or if no director remains, and when so filled each such appointee shall serve for the unexpired term of the director to whose place he succeeds.

Section 11. Dividends . The Board of Directors may, as they deem expedient, and as provided by law, declare dividends payable in cash or other property; and, the Board of Directors may make such additional distributions as are allowed by law and/or provided in the Articles of Incorporation.

Section 12. Committees . In the discretion of the Board of Directors, said Board from time to time may elect or appoint, from its own members, an Executive Committee or such other committee or committees as said Board may see fit to establish. Each such committee shall consist of one or more directors, and each shall have and may exercise such authority and perform such functions as the Board by resolution may prescribe within the limitations imposed by law.

Section 13. Officers, Salaries and Bonds . The Board of Directors shall elect all officers of the corporation and fix their compensation, unless pursuant to resolution of the Board the authority to fix compensation is delegated to the President. The fact that any officer is a director shall not preclude him from receiving a salary or from voting upon the resolution providing the same. The Board of Directors may or may not, in their discretion, require bonds from either or all of the officers and employees of the corporation for the faithful performance of their duties and good conduct while in office.

Section 14. Compensation of Directors . Directors, as such, shall be entitled to receive such fees and expenses, if any, for attendance at each regular or special meeting of the Board and any adjournments thereof, as may be fixed from time to time by resolution of the Board, and such fees and expenses shall be payable even though an adjournment be had because of the absence of a quorum; provided, however, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of either standing or special committees may be allowed such compensation as may be provided from time to time by resolution of the Board for attending committee meetings.

ARTICLE IV. OFFICERS

Section 1. Selection . The Board of Directors at each annual meeting shall elect or appoint a President (who shall be a director), a Secretary and a Treasurer, each to serve for the ensuing year and until his successor is elected and qualified, or until his earlier resignation, removal from office, or death. The Board of Directors, at such meeting, may or may not, in the discretion of the Board, elect a Chairman of the Board (who must also be a director) and/or one or more Vice Presidents and, also may elect or appoint one or more Assistant Vice Presidents and/or one or more Assistant Secretaries and/or one or more Assistant Treasurers. When more than one Vice President is elected, they may, in the discretion of the Board, be designated Executive Vice President, First Vice President, Second Vice President, etc., according to seniority or rank, and any person may hold two or more offices.

Section 2. Removal, Vacancies . Any officers of the corporation may be removed from office at any time by the Board of Directors, with or without cause. Any vacancy occurring in any office of the corporation may be filled by the Board of Directors.

An officer of the corporation may resign from his office by giving written, signed notice to the President or Secretary of the Corporation unless otherwise specified herein. Acceptance by the corporation of such resignation shall not be necessary to make it effective.

Section 3. Chairman of the Board . The Chairman of the Board of Directors, when and if elected, shall whenever present, preside at all meetings of the Board of Directors and at all meetings of the shareholders. All references to the Chairman of the Board in these Bylaws shall be understood to be effective only when this office has been filled pursuant to this Article. The Chairman of the Board of Directors shall have all the powers of the President in the event of his absence or inability

to act, or in the event of a vacancy in the office of the President. The Chairman of the Board of Directors shall confer with the President on matters of general policy affecting the business of the corporation and shall have, in his discretion, power and authority to generally supervise all the affairs of the corporation and the acts and conduct of all the officers of the corporation, and shall have such other duties as may be conferred upon the Chairman of the Board by the Board of Directors.

Section 4. President . If there be no Chairman of the Board elected, or in his absence, the President shall preside at all meetings of the Board of Directors and at all meetings of the shareholders. The immediate supervision of the affairs of the corporation shall be vested in the President. It shall be his duty to attend constantly to the business of the corporation and maintain strict supervision over all of its affairs and interests. He shall keep the Board of Directors fully advised of the affairs and condition of the corporation, and shall manage and operate the business of the corporation pursuant to such policies as may be prescribed from time to time by the Board of Directors. The President shall, subject to approval of the Board, hire and fix the compensation of all employees and agents of the corporation other than officers, and any person thus hired shall be removable at his pleasure.

Section 5. Vice President . Any Vice President of the corporation may be designated by the Board of Directors to act for and in the place of the President in the event of sickness, disability or absence of said President or the failure of said President to act for any reason, and when so designated, such Vice President shall exercise all the powers of the President in accordance with such designation. The Vice President(s) shall have such duties as may be required of, or assigned to, them by the Board of Directors, Chairman of the Board or the President.

Section 6. Secretary . It shall be the duty of the Secretary to keep a record of the proceedings of all meetings of the shareholders and Board of Directors; to keep the stock records of the corporation; to notify the shareholders and directors of meetings as provided by these Bylaws; and to perform such other duties as may be prescribed by the Chairman of the Board, President or Board of Directors. Any Assistant Secretary, if elected, shall perform the duties of the Secretary during the absence or disability of the Secretary and shall perform such other duties as may be prescribed by the Chairman of the Board, President, Secretary or Board of Directors.

Section 7. Treasurer . The Treasurer shall keep, or cause to be kept, the financial books and records of the corporation, and shall faithfully account for its funds. He shall make such reports as may be necessary to keep the Chairman of the Board, the President and Board of Directors fully informed at all times as to the financial condition of the corporation, and shall perform such other duties as may be prescribed by the Chairman of the Board, President or Board of Directors. Any Assistant Treasurer, if elected, shall perform the duties of the Treasurer during the absence or disability of the Treasurer, and shall perform such other duties as may be prescribed by the Chairman of the Board, President, Treasurer or Board of Directors.

ARTICLE V. CONTRACTS, ETC.

Section 1. Contracts, Deeds and Loans . All contracts, deeds, mortgages, pledges, promissory notes, transfers and other written instruments binding upon the corporation shall be executed on behalf of the corporation by the Chairman of the Board, the President, any Vice President, or by such other officers or agents as the Board of Directors may designate from time to time. Any such instrument required to be given under the seal of the corporation may be attested by the Secretary or any Assistant Secretary of the corporation.

Section 2. Proxies . The Chairman of the Board, or the President or any Vice President shall have full power and authority, on behalf of the corporation, to attend and to act and to vote at any meetings of the shareholders, bond holders or other security holders of any corporation, trust or association in which this corporation may hold securities, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such securities and which as owner thereof the corporation might have possessed and exercised if present, including the power and authority to delegate such power and authority to a proxy selected by him. The Board of Directors may, by resolution, from time to time, confer like powers upon any other person or persons.

ARTICLE VI. CHECKS AND DRAFTS

Checks and drafts of the corporation shall be signed by such officer or officers or such other employees or persons as the Board of Directors may from time to time designate.

ARTICLE VII. STOCK

Section 1. Certificates of Stock . The certificates for shares of capital stock of the corporation shall be in such form as shall be determined by the Board of Directors. They shall be numbered consecutively and entered into the stock book of the corporation as they are issued. Each certificate shall state on its face the state of incorporation of the corporation, the name of the person to whom the shares are issued, the number and class of shares (and series, if any) represented by the certificate and their par value, or a statement that they are without par value. In addition, when and if more than one class of shares shall be outstanding, all share certificates of whatever class shall state that the corporation will furnish to any shareholder upon request and without charge a full statement of the designations, relative rights, preferences and limitations of the shares of each class authorized to be issued by the corporation.

Section 2. Signature; Transfer Agent: Registrar . Share certificates shall be signed by the Chairman of the Board, the President or any Vice President, or the Treasurer or an Assistant Treasurer, and by the Secretary or an Assistant Secretary of the corporation, and shall bear the seal of the corporation or a facsimile thereof. The Board of Directors may from time to time appoint transfer agents and registrars for the shares of capital stock of the corporation or any class thereof, and when any share certificate is countersigned by a transfer agent or registered by a registrar, the signature of any officer

of the corporation appearing thereon may be a facsimile signature. In case any officer who signed, or whose facsimile signature was placed upon, any such certificate shall have died or ceased to be such officer before such certificate is issued, it may nevertheless be issued with the same effect as if he continued to be such officer on the date of issue.

Section 3. Stock Book . The corporation shall keep at its principal office, or at the office of its transfer agent, wherever located, with a copy at the principal office of the corporation, a book, to be known as the stock book of the corporation, containing in alphabetical order the name of each shareholder of record, together with his address, the number of shares of each kind, class or series of stock held by him and his social security number. The stock book shall be maintained in current condition. The stock book, including the share register, or the duplicate copy thereof maintained at the principal office of the corporation, shall be available for inspection and copying by any shareholder at any meeting of the shareholders upon request, or at other times upon the written request of any shareholder or holder of a voting trust certificate. The stock book may be inspected and copied either by a shareholder or a holder of a voting trust certificate in person, or by their duly authorized attorney or agent. The information contained in the stock book and share register may be stored on punch cards, magnetic tape, or any other approved information storage devices related to electronic data processing equipment, provided that any such method, device, or system employed shall first be approved by the Board of Directors, and provided further that the same is capable of reproducing all information contained therein, in legible and understandable form, for inspection by shareholders or for any other proper corporate purpose.

Section 4. Transfer of Stock; Registration of Transfer . The stock of the corporation shall be transferred only by surrender of the certificate and transfer upon the stock book of the corporation. Upon surrender to the corporation, or to any transfer agent or registrar for the class of shares represented by the certificate surrendered, of a certificate properly endorsed for transfer, accompanied by such assurances as the corporation, or such transfer agent or registrar, may require as to the genuineness and effectiveness of each necessary endorsement and satisfactory evidence of compliance with all applicable laws relating to securities, transferred and the collection of taxes, it shall be the duty of the corporation, or such transfer agent or registrar, to issue a new certificate, cancel the old certificate and record the transactions upon the stock book of the corporation.

Section 5. Registered Shareholders . Except as otherwise required by law, the corporation shall be entitled to treat the person registered on its stock book as the owner of shares of capital stock of the corporation as the person exclusively entitled to receive notification, dividends or other distributions, to vote and to otherwise exercise all the rights and powers of ownership and shall not be bound to recognize any adverse claim.

Section 6. Record Date . For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action affecting the interests of shareholders, the Board of Directors may fix, in advance, a record date.

Such date shall not be more than fifty (50) nor less than ten (10) days before the date of any such meeting nor more than fifty (50) days prior to any other action. In each case, except as otherwise provided by law, only such persons as shall be shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meeting and any adjournment thereof, to express such consent or dissent, or to receive payment of such dividend or such allotment of rights, or otherwise be recognized as shareholders for any other related purpose, notwithstanding any registration of a transfer of shares on the stock book of the corporation after any such record date so fixed.

Section 7. Lost Certificates . When a person to whom a certificate of stock has been issued alleges it to have been lost, destroyed or wrongfully taken, and if the corporation, transfer agent or registrar is not on notice that such certificate had been acquired by bona fide purchaser, a new certificate may be issued upon such owner's compliance with all of the following conditions, to-wit: (a) He shall file with the Secretary of the corporation, and the transfer agent or the registrar, his request for the issuance of a new certificate, with an affidavit setting forth the time, place, and circumstances of the loss; (b) He shall also file with the Secretary, and the transfer agent or the registrar, a bond with good and sufficient security acceptable to the corporation and the transfer agent or the registrar, conditioned to indemnify and save harmless the corporation and the transfer agent or the registrar from any and all damage, liability and expense of every nature whatsoever resulting from the corporation's or the transfer agent's or the registrar's issuing a new certificate in place of the one alleged to have been lost; and (c) He shall comply with such other reasonable requirements as the Chairman of the Board, the President, or the Board of Directors of the corporation, and the transfer agent or the registrar shall deem appropriate under the circumstances.

Section 8. Replacement of Mutilated Certificates . A new certificate may be issued in lieu of any certificate previously issued that may be defaced or mutilated upon surrender for cancellation of a part of the old certificate sufficient in the opinion of the Secretary and the transfer agent or the registrar to duly identify the defaced or mutilated certificate and to protect the corporation and the transfer agent or the registrar against loss or liability. Where sufficient identification is lacking, a new certificate may be issued upon compliance with all of the conditions set forth in Section 7 of this Article VII.

ARTICLE VIII. INDEMNIFICATION

Section 1. General . Under the circumstances prescribed in Sections 3 and 4 of this Article, the corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to and threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any

criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in a manner which he reasonably believed to be in, or not opposed to, the best interest of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Action In the Right of the Corporation . Under the circumstances prescribed in Section 3 and 4 of this Article, the corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for the negligence or misconduct in the performance of his duty to the corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Condition to Indemnification . To the extent that a director, officer, employee or agent of the corporation has been successful on the merits, or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination By Corporation . Except as provided in Section 3 of this Article and except as may be ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by the firm of independent legal counsel then employed by the corporation, in a written opinion, or (3) by the affirmative vote of a majority of the shares entitled to vote thereon.

Section 5. Advance Payment . Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article VIII.

Section 6. Nonexclusive Remedy . The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, resolution, or agreement, either specifically or in general terms approved by the affirmative vote of the holders of a majority of the shares entitled to vote thereon, taken at a meeting, the notice of which specified that such bylaw, resolution, or agreement would be placed before the shareholders, both as to action by a director, officer, employee, or agent in his official capacity and as to action in another capacity while holding such office or position, except that no such other rights, in respect to indemnification or otherwise, may be provided or granted to a director, officer, employee, or agent pursuant to this section by a corporation with respect to the liabilities of a director: (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for the types of liability set forth in O.C.G.A. Section 14-2-832, as amended, or (iv) for any transaction from which the director derived an improper personal benefit.

Section 7. Insurance . The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article VIII.

Section 8. Notice to Shareholders . If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the shareholders or by an insurance carrier pursuant to insurance maintained by the corporation, the corporation not later than the next annual meeting of shareholders, unless such meeting is held within three months from the date of such payment, and, in any event, within fifteen months from the date of such payment, shall deliver either personally or by first-class mail by or at the direction of the President or the Secretary to its shareholders of record at the time entitled to vote for the election of directors, a written statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation. If mailed, such written statement shall be deemed to be delivered when deposited in the United States mail with first-class postage thereon prepaid, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation. If the corporation has more than 500 shareholders of record entitled to then vote for the election of directors, it may utilize a class of United States mail other than first class if the written statement is mailed, with adequate postage prepaid, not less than 30 days before the expiration of the fifteen month period beginning on the date of such payment.

Section 9. Miscellaneous . For purposes of this Article VIII, reference to "the corporation" shall include, in addition to the Corporation or the surviving or new corporation, any merging or consolidating corporation (including any merging or consolidating corporation of a merging or consolidating corporation) absorbed in a merger or consolidation, so that any person who is or was a director, officer, employee or agent of such merging or consolidating corporation, or who is or was serving at the request of such merging or consolidating corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity, provided that no indemnification under Sections 1 and 2 of this Article VIII as permitted by this Section 9 shall be mandatory under this Section 9 or any bylaw of the surviving or new corporation without the approval of such indemnification by the Board of Directors or shareholders of the surviving or new corporation, in the manner provided in subparagraphs (1) and (3) of Section 4 of this Article VIII.

Section 10. Inurement of Benefit . The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE IX. REIMBURSEMENT BY CORPORATE EMPLOYEES

Any payments made by the corporation which shall be disallowed, in whole or in part, as a deductible expense to the corporation for Federal or State income tax purposes by the Internal Revenue Service, or by the State Revenue Department, shall be reimbursed by the payee to the corporation to the full extent of such disallowance within six (6) months after the date on which the corporation pays the deficiency with respect to such disallowance. It shall be the duty of the Board of Directors of the corporation to enforce payment to the corporation by any such payee for the amount disallowed. The corporation shall not be required to legally defend and proposed disallowance by the Internal Revenue Service or by the State Revenue Department, and the amount required to be reimbursed by such payee shall be the amount, as finally determined by agreement or otherwise, which is actually disallowed as a deduction. In lieu of payment to the corporation by any such payee, the Board of Directors may, in the discretion of the Board, withhold amounts from any future payments to such payee until the amount owed to the corporation has been fully recovered.

ARTICLE X. AMENDMENT

The Board of Directors shall have the power to alter, amend or repeal these Bylaws or adopt new bylaws unless such power is reserved exclusively to the shareholders by the Articles of Incorporation or in bylaws previously adopted by shareholders, but any bylaws adopted by the Board of Directors may be altered, amended or repealed, and new bylaws adopted, by the shareholders. The shareholders may prescribe that any bylaw or bylaws adopted by them shall not be altered, amended or repealed by the Board of Directors.

Exhibit 3.1(14)

CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

Company No. 6445002

The Registrar of Companies for England and Wales hereby certifies that

AIMIA FOODS EBT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Cardiff, the 4th December 2007

THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Companies House
for the record

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985

Exhibit 3.1(15)

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

Aimia Foods EBT Company Limited

1. The Company's name is Aimia Foods EBT Company Limited.

2. The Company's registered office is to be situated in England and Wales.

3. The objects for which the Company is established are:

3.1 to undertake and discharge the office and duties of trustee of all or any one or more of the following trusts, schemes or funds:

3.1.1 the Aimia Foods Holdings Limited Employee Benefit Trust which is to be established by a Trust Deed made between (1) Aimia Foods Holdings Limited and (2) the Company and any scheme or schemes now existing or which may from time to time be established or formed in accordance with or pursuant to the said Deed and any amendments thereto and the trusts thereby created;

3.1.2 any trusts, schemes or funds now existing or which may from time to time be established or adopted which encourage or facilitate the holding of shares or debentures in Aimia Foods Holdings Limited by or for the benefit of:

3.1.2.1 the bona fide employees or former employees of Aimia Foods Holdings Limited or any subsidiary or holding company of Aimia Foods Holdings Limited or any other subsidiary of any such holding company; or

3.1.2.2 the spouses, civil partners, surviving spouses, surviving civil partners, children or step- children under the age of 18 of such employees or former employees;

3.1.3 any other trusts, schemes or funds now existing or which may from time to time be established or adopted for the purpose of providing benefits for all or any of the officers, ex-officers, employees or ex-employees of Aimia Foods Holdings Limited or any predecessor in business of such company or of any company which is for the time being or has at any time been a holding company or subsidiary of Aimia Foods Holdings Limited or another subsidiary of any such holding

company or the dependants or relatives of any such persons including, but not limited to, retirement benefits and/or life assurance schemes and profit sharing and any other incentive or bonus schemes;

3.2 to exercise all the powers, authorities and discretions vested in the Company as trustee or one of the trustees for the time being of any trust(s), scheme(s) or fund(s) of which it is the trustee or one of the trustees whether by the deed or deeds, rules or regulations constituting or regulating the same or by or under any statute, regulation or order from time to time in force;

3.3 to undertake and execute either by the Company or by an authorised officer or officers thereof and either alone or jointly with any other person or persons any trusts and also to act either by the Company or by any authorised officer or officers thereof as trustee of any property, fund or money and to undertake any duties in connection therewith;

3.4 to borrow (or raise by any other means) or secure the payment of money for the purposes of or in connection with the powers, authorities and discretions vested in the Company from time to time;

3.5 to do all such other things in the execution of any trusts, schemes or funds as aforesaid as may be authorised, directly or indirectly, by the deeds, rules or regulations constituting or regulating the same;

3.6 to do any such act or thing as aforesaid either gratuitously or otherwise; and

3.7 to do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared that the objects specified in each of the paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the same occur or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.

AND so that:

(a) the word “company” in this clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere;

(b) in this clause 3 the expressions “holding company” and “subsidiary” shall have the meanings given to them respectively by section 736 of the Companies Act 1985 and the expression “subsidiaries” shall include a subsidiary undertaking as defined by section 258 of the Companies Act; and

(c) any reference in this **clause 3** to any provision of the Companies Act 1985 and 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this clause 3 takes effect.

4. The income, capital and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and save as otherwise herein provided no portion thereof shall be paid or transferred by way of profit, directly or indirectly, by dividend, bonus or otherwise to any member or members of the Company provided that nothing herein shall prevent any payment in good faith by the Company:

4.1 of interest on money lent to the Company at not more than a reasonable and proper commercial rate of interest;

4.2 of reasonable and proper remuneration to any member, officer, servant or consultant of the Company for any services rendered to the Company including services provided by Aimia Foods Holdings Limited; and

4.3 of all or any of the incorporation and other preliminary expenses of the Company.

5. The liability of the members is limited.

6. The Company's share capital is £1,000 divided into 1,000 shares of £1.00 each.

We, the company whose name, address, and description is subscribed, wish to be formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company shown opposite our name.

Name, address and description of the Subscriber	Number of shares taken by the Subscriber
Aimia Foods Holdings Limited Penny Lane Haydock Merseyside WA11 0QZ	One

4 December 2007

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Aimia Foods EBT Company Limited

1. PRELIMINARY

1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles ("Table A") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

2. INTERPRETATION

In these Articles and in Table A the following expressions have the following meanings unless inconsistent with the context:

"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Companies Act 1985"	the Companies Act 1985 (as amended from time to time)
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
"connected"	in relation to a director of the Company has the meaning given in section 252 of the Companies Act 2006
"Directors"	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company

“electronic address”	any address or number used for the purposes of sending or receiving documents or information by electronic means
“electronic form” and “electronic means”	have the meaning given in section 1168 of the Companies Act 2006
“hard copy form”	has the meaning given in section 1168 of the Companies Act 2006
“holder”	in relation to shares means the member whose name is entered in the register of members as the holder of the shares
“office”	the registered office of the Company
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006
“seal”	the common seal of the Company (if any)
“secretary”	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
“share”	includes any interest in a share
“special resolution”	has the meaning given in section 283 of the Companies Act 2006
“the Statutes”	the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
“United Kingdom”	Great Britain and Northern Ireland
“in writing”	hard copy form or, to the extent agreed (or deemed to be agreed by a provision of the Statutes), electronic form or website communication

Unless the context otherwise requires, words or expressions contained in these Articles and in Table A bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of Table A shall not apply to the Company.

Where the word "address" appears in these Articles it is deemed to include postal address and electronic address and "registered address" shall be construed accordingly.

The expression "working day" means any day other than Saturday, Sunday and Christmas Day, Good Friday or any other day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the Company is registered. References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

3. SHARE CAPITAL

3.1 The authorised share capital of the Company at the date of incorporation of the Company is £1,000 divided into 1,000 ordinary shares of £1.00 each.

3.2 For the purposes of section 80 of the Act the Directors are generally and unconditionally authorised to allot relevant securities (as defined by that Section) up to a maximum nominal value of £1,000, being the authorised share capital of the Company provided that this authority shall expire five years after the incorporation of the Company unless previously renewed, revoked or varied in any way save that the Company may, before such expiry, make an offer or agreement which will or may require relevant securities to be allotted after such expiry.

3.3 In accordance with section 91(1) of the Companies Act 1985, sections 89(1) and 90(1) to (6) (inclusive) of that Act shall not apply to the Company.

4. LIEN

The Company shall have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys payable by him or his estate to the Company, whether or not in respect of the shares in question and whether or not such monies are presently payable. Regulation 8 of Table A shall be modified accordingly.

5. **CALLS ON SHARES AND FORFEITURE**

There shall be added at the end of the first sentence of regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

6. **TRANSFER OF SHARES**

6.1 The first sentence in regulation 24 of Table A shall not apply to the Company. The words "They may also" at the beginning of the second sentence of that regulation shall be replaced by the words "The directors may".

6.2 In the event that the number of members of the Company shall fall to one there shall, on the occurrence of that event, be entered in the Company's register of members with the name and address of the sole member ("Sole Member") a statement that the Company has only one member and the date on which the Company became a company having only one member.

6.3 In the event that the number of members of the Company shall increase from one member to two or more members there shall, on the occurrence of that event be entered in the Company's register of members with the name and address of the person who was formerly the Sole Member, a statement that the Company has ceased to have only one member and the date on which the Company became a company having more than one member.

7. **GENERAL MEETINGS**

7.1 The directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

8. **NOTICE OF GENERAL MEETINGS**

8.1 Regulation 38 of Table A shall not apply to the Company.

8.2 Every notice convening a general meeting shall:

8.2.1 comply with the provisions of section 325(1) of the Companies Act 2006 as to giving information to members relating to their right to appoint proxies;

8.2.2 be given in accordance with section 308 of the Companies Act 2006, that is in hard copy form, electronic form or by means of a website.

8.3 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.

8.4 Notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company and to all persons entitled to a share in consequence of the death or bankruptcy of a member, provided that the Company has been notified of their entitlement.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1 The words, "save that, if and for so long as the Company has only one person as a member, one member present in person or by proxy shall be a quorum" shall be added at the end of the second sentence of regulation 40 of Table A.

9.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine. If at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 41 of Table A shall not apply to the Company.

10. VOTES OF MEMBERS

10.1 Regulation 54 of Table A shall not apply to the Company. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a written resolution every member has one vote in respect of each share held by him, on a show of hands every member entitled to vote who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, every member who is present in person, by representative or by proxy shall have one vote for each share held by him.

10.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in regulation 57 of Table A.

10.3 At any time when the Company has only one member ("the Sole Member") any decision which may be taken by the Company in general meeting may be made by the Sole Member and shall be as valid as if agreed by the Company in general meeting.

10.4 If the Sole Member shall take any such decision as is referred to in Article 10.3 the Sole Member shall (unless such decision is made by way of a written resolution) provide the Company with a written record of the decision.

10.5 Failure to comply with the provisions of Article 10.4 shall not affect the validity of any decision made by the Sole Member and a person dealing with the Company shall not be concerned to inquire whether a written record has been provided to the Company in accordance with Article 10.4.

11. WRITTEN RESOLUTIONS

11.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

11.2 For the purposes of this Article 11 "circulation date" is the date on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.

12. NUMBER OF DIRECTORS

12.1 Regulation 64 of Table A shall not apply to the Company.

12.2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.

13. ALTERNATE DIRECTORS

13.1 The words "Subject to his obtaining the prior approval of the Sole Member (if there is one)," shall be inserted at the beginning of regulation 65 of Table A.

13.2 An alternate director shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of the Directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him). An alternate director shall be entitled to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. Regulation 66 of Table A shall not apply to the Company.

13.3 A director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present and the final sentence of regulation 88 of Table A shall not apply to the Company.

14. APPOINTMENT AND RETIREMENT OF DIRECTORS

14.1 The Directors shall not be required to retire by rotation and regulations 76-79 (inclusive) of Table A shall not apply to the Company.

14.2 A member or members holding a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Companies Act 1985) shall have power at any time, and from time to time, to appoint any person to be a director, either as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 12.2 as the maximum number of directors for the time being in force) or to fill a vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the member or members making the same or, in the case of a member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the office.

14.3 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

14.4 The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 12.2 as the maximum number of directors for the time being in force.

14.5 If, immediately following and as a result of the death of a member, the Company has no members and if at that time it has no Directors, the personal representatives of the deceased member may appoint any person to be a director and the director who is appointed will have the same rights and be subject to the same duties and obligations as if appointed by ordinary resolution in accordance with Article 14.3. If two members die in circumstances rendering it uncertain which of them survived the other, such deaths shall, for the purposes of this Article, be deemed to have occurred in order of seniority and accordingly the younger shall be deemed to have survived the elder.

15. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

15.1 The office of a director shall be vacated if:

15.1.1 he ceases to be a director by virtue of any provision of the Statutes or these Articles or he becomes prohibited by law from being a director; or

15.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

15.1.3 he is, or may be, suffering from mental disorder and either:

15.1.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or

15.1.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

15.1.4 he resigns his office by notice to the Company; or

15.1.5 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated; or

15.1.6 he is removed from office as a director pursuant to Article 14.2.

15.2 Regulation 81 of Table A shall not apply to the Company.

16. **DIRECTORS' APPOINTMENTS AND INTERESTS**

16.1 Subject to the provisions of the Statutes, and provided that he has disclosed to the Directors the nature and extent of any interest of his, a director notwithstanding his office:

16.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

16.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

16.1.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

16.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

16.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 16.1.1 to 16.1.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

16.2 For the purposes of Article 16.1:

16.2.1 a general notice to the Directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

16.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

16.2.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force when the Company was incorporated) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

16.3 Regulations 85 and 86 of Table A shall not apply to the Company.

17. **DIRECTORS' GRATUITIES AND PENSIONS**

Regulation 87 of Table A shall not apply to the Company and the Directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present Directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27(3) of the Companies Act 1989) of the Company and the Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

18. **PROCEEDINGS OF DIRECTORS**

18.1 Regulation 88 of Table A shall be amended by substituting for the sentence:

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom."

the following sentence:

"Notice of every meeting of the Directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service."

18.2 Whenever the minimum number of the Directors shall be one pursuant to the provisions of Article 12.2, a sole director shall have authority to exercise all the powers and discretions which are expressed by Table A and by these Articles to be vested in the directors generally and regulations 89 and 90 of Table A shall be modified accordingly.

18.3 Any director (including an alternate director) may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Companies Act 1985, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

18.4 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

19. **AUDITORS APPOINTMENT AND RE-APPOINTMENT**

19.1 Auditors must be appointed for each financial year of the Company. Other than the Company's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the Companies Act 2006.

19.2 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed by the members in accordance with section 485(4) of the Companies Act 2006.

20. **THE SEAL**

If the Company has a seal it shall be used only with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

21. **NOTICES**

21.1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope". When any member has given to the Company as his registered address an address outside of the United Kingdom he shall be entitled to have notices given to him at that address. Regulation 112 of Table A shall be amended accordingly.

21.2 Where a notice is sent by first class post, the notice shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in electronic form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission. Regulation 115 of Table A shall be amended accordingly.

21.3 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the member received or was deemed to have received notice of the fact that the notice was available on the website.

21.4 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

22. **WINDING UP**

In regulation 117 of Table A, the words “with the like sanction” shall be inserted immediately before the words “determine how the division”, and the words “extraordinary resolution” shall be replaced by the words “special resolution”.

23. **INDEMNITIES FOR DIRECTORS**

23.1 Subject to the provisions of, and so far as may be permitted by, the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, alternate director, auditor, Secretary or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, secretary or other officer of the Company and against any such liability incurred by him in connection with the Company’s activities as trustee of an occupational pension scheme as defined in section 235(b) of the Companies Act 2006. Regulation 118 of Table A shall not apply to the Company.

23.2 The directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, alternate director, auditor, secretary or other officer of the Company or of any associated company (as defined in section 256 of the Companies Act 2006) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, Secretary or other officer of the Company or associated company.

23.3 Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

23.3.1 in defending any criminal or civil proceedings; or

23.3.2 in connection with any application under sections 144(3), 144(4) or 727 of the Companies Act 1985.

24. **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

Where the Statues permit the Company to send documents or notices to its members in electronic form or by means of a website such documents and notices will be validly sent provided the Company complies with the requirements of the Statutes.

Subject to any requirements of the Statutes, documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

We, the company whose name, address, and description is subscribed, are desirous of being formed into a company in pursuance of this Article of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our name.

Name, address and description of the Subscriber	Number of shares taken by the Subscriber
Aimia Foods Holdings Limited Penny Lane Haydock Merseyside WA11 0QZ	One

4 December 2007

Exhibit 3.1(16)

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

Company No. 5202201

The Registrar of Companies for England and Wales hereby certifies that EVER 2448 LIMITED having by special resolution changed its name, is now incorporated under the name of AIMIA FOODS GROUP LIMITED

Given at Companies House, Cardiff, the 6th July 2005

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
for the record

Exhibit 3.1(17)

Company No: 5202201

WRITTEN RESOLUTION

- OF -

EVER 2448 LIMITED

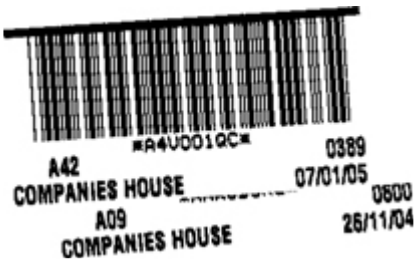
Dated the 5th day of November 2004

We, the undersigned, being the sole member of the Company hereby pass the following resolutions as ordinary and special resolutions of the Company pursuant to section 381A of the Companies Act 1985 and confirm that such resolutions shall be as valid and effective as if they had been passed at an Extraordinary General Meeting of the Company duly convened and held:-

ORDINARY RESOLUTIONS

1. THAT the authorised share capital of the Company be and is hereby increased from £1,000 divided into 1,000 ordinary shares of £1.00 each to £250,000 divided into 250,000 ordinary shares of £1.00 each by the creation of a further 249,000 ordinary shares of £1.00 each.

2. THAT for the purposes of section 80 of the Companies Act 1985 the directors be and they are hereby generally and unconditionally authorised to allot relevant securities (as defined by that section) up to a maximum nominal value of £249,999, being the authorised (as increased by the preceding resolution) but as yet unissued share capital of the Company provided that this authority shall expire five years after the passing of this Resolution unless previously renewed, revoked or varied in any way.



SPECIAL RESOLUTIONS

3. THAT the directors (being generally authorised by the resolution numbered 3 above for the purposes of section 80 of the Companies Act 1985) be and they are hereby unconditionally empowered pursuant to section 95 of the Companies Act 1985 to allot or agree to allot 249,999 ordinary shares of £1.00 each in the capital of the Company and that the provisions of sections 89 and 90 of the Companies Act 1985 shall not apply to any such allotment or agreement to allot provided that this authorisation shall expire five years after the passing of this resolution.

4. THAT the regulations contained in the printed document attached to this resolution and for the purpose of identification signed by the Chairman of the meeting of the board of directors be approved and adopted as the Articles of Association of the Company in substitution for and to the complete exclusion of the existing Articles of Association of the Company.

NAME	SIGNATURE
Gary Nicholls Unsworth	/s/ Gary Nicholls Unsworth

Company No. 5202201

THE COMPANIES ACTS 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

(adopted by special resolution passed on 5 November 2004)

of

EVER 2448 LIMITED

CONTENTS

THE COMPANIES ACTS 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

EVER 2448 LIMITED

(Adopted by Special Resolution passed on 5 November 2004)

1. PRELIMINARY

1.1 The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 in force at the time of adoption of these Articles such Table hereinafter called " **Table A** " shall apply to the Company, save in so far as they are expressly excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall together constitute the regulations of the Company.

1.2 The regulations of Table A numbered 24, 40, 73 to 77 (inclusive), 80, 96, 101 and 118 do not apply to the Company.

2. INTERPRETATION

2.1 In these articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:

" **acting in concert** "	the meaning set out in the City Code on Takeovers and Mergers for the time being
" **the Companies Act** "	the Companies Act 1985 (as amended from time to time)
" **Auditors** "	the auditors to the Company for the time being
" **Board** "	the board of directors of the Company from time to time
" **Business Day** "	any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business
" **connected person** "	the meaning given to that expression in section 839 of the Income and Corporation Taxes Act 1988 and " **connected with** " shall be construed accordingly

" **Family Member** "	the wife or husband (or widow or widower), children and grandchildren (including step and adopted children and grandchildren) of a member of the Company
" **Family Shares** "	in relation to a member of the Company, any Shares for the time being held by that member or any of his Family Members or trustees of his Family Trust
" **Family Trust** "	in relation to a member of the Company, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such member or any of his Family Members
" **Financial Year** "	an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Companies Act
" **Group** "	the Company and its subsidiary undertakings from time to time and references to "member of the Group" and "Group Company" shall be construed accordingly
" **holder** "	in respect of any share in the capital of the Company, the person or persons for the time being registered by the Company as the holder of that share
" **Managers** "	Gary Unsworth, Ian Unsworth and Robert Unsworth and any person who adheres to the Shareholders Agreement in the capacity of a Manager (each of them being a "Manager")
" **Ordinary Shares** "	the ordinary shares of £1 each in the capital of the Company having the rights set out in Article 4
" **Shareholders** "	any other person who holds any shares in the capital of the Company from time to time
" **Shareholders Agreement** "	the shareholders' agreement dated the date of the adoption of these Articles and made between the Company and the Managers (as defined therein) as may be supplemented, varied or amended from time to time
" **Shareholder Majority** "	the holder(s) of 65% of the Ordinary Shares

" **Shares** "	the Ordinary Shares
" **Transfer Price** "	has the meaning given to such expression in Article 9.4

2.2 Words and expressions defined in or having a meaning provided by the Companies Act (but excluding any statutory modification not in force on the date of adoption of these articles) or the Shareholders Agreement will, unless the context otherwise requires, have the same meanings when used in these Articles.

SHARE RIGHTS

3. **AUTHORISED SHARE CAPITAL**

3.1 The authorised share capital of the Company at the date of adoption of these Articles is £250,000 divided into 250,000 Ordinary Shares.

4. **ORDINARY SHARES**

The rights attached to the Ordinary Shares are as follows:

4.1 **Dividends**

Any profits which the Company determines to distribute in respect of any Financial Year shall, subject to the approval of members of the Company in general meeting (and of the Shareholder Majority) be applied in distributing the balance of such profits amongst the holders of the Ordinary Shares then in issue pari passu in proportion to the number of such Shares held by them respectively.

4.2 **Voting**

The holders of the Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and the holders of Ordinary Shares who (being individuals) are present in person or by proxy or (being corporations) are present by duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for each Ordinary Share of which he is the holder.

5. **VARIATION OF RIGHTS**

5.1 Whenever the share capital of the Company is divided into different classes of share, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) either (i) with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or (ii) with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of that class. To every such separate general meeting all the provisions of these articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall apply.

6. **ALLOTMENT OF SHARES**

6.1 The whole of the shares in the capital of the Company for the time being unissued shall be under the control of the Board which is unconditionally authorised for the purposes of Section 80 of the Companies Act generally to exercise any power of the Company at any time during the period ending on 30 September 2009 to allot any relevant securities (as defined by Section 80(2) of the Companies Act) up to an amount equal to an amount of the authorised share capital of the Company as at the date of adoption of these Articles from time to time unissued but may make an offer or agreement before 30 September 2009 which will or might require relevant securities (as defined in Section 80(2) of the Companies Act) to be allotted after such date.

6.2 Save for an allotment to Article 16.1 the directors shall not without the authority of the Company in general meeting and the execution of any deed of adherence required by Clause 7 of the Shareholders Agreement allot any shares in the capital of the Company.

6.3 No share shall be allotted to any person referred to in Article 7 in respect of whom a transfer could be refused to be registered.

6.4 Subject to the foregoing and unless otherwise agreed by the Shareholder Majority: -

6.4.1 all unissued shares (whether forming part of the original or any increased capital) shall, before issue, be offered on identical terms to the members in proportion as nearly as circumstances admit (fractions being disregarded) to the amount of the existing issued Shares of which they are the holders pro rata;

6.4.2 any offer under Article 6.4.1 shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being not less than five Business Days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined.

6.5 Section 89(1) and Sections 90(1)-(6) of the Companies Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Companies Act) in the Company.

TRANSFER OF SHARES

7. **GENERAL**

7.1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these articles and the transferee has, if so required by the terms of the Shareholders Agreement, first entered into a deed of adherence pursuant to the Shareholders Agreement. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles.

7.2 For the purposes of these articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company:

7.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and

7.2.2 any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by an instrument in writing.

8. PERMITTED TRANSFERS

8.1 Notwithstanding the provisions of any other Article, the transfers set out in this Article 8 shall be permitted without restriction and the provisions of Article 9 (Voluntary Transfers) shall have no application.

8.1.1 Subject to Articles 8.1.1 **to** 8.1.6 inclusive, any holder who is an individual may at any time transfer Shares held by him to a person or persons shown to the reasonable satisfaction of the Board to be:

8.1.1.1 a Family Member of his; or

8.1.1.2 trustees to be held under a Family Trust in relation to that individual.

8.1.2 Subject to Article 8.1.4, no Shares shall be transferred under Article 8.1.1 by an individual who previously acquired those Shares by way of transfer under Article 8.1.1 save to another individual who is a Family Member of the original holder of such Shares or to trustees to be held under a Family Trust in relation to the original holder of such Shares.

8.1.3 No transfer of Shares shall be made by a holder under Article 8.1.1:

8.1.3.1 unless in the case of a transfer under Article 8.1.1.2, the Shareholder Majority has confirmed in writing its satisfaction:

8.1.3.2 with the terms of the instrument constituting the relevant family trust and in particular with the powers of the trustees;

8.1.3.3 with the identity of the trustees and the procedures for the appointment and removal of trustees;

8.1.3.4 with the restrictions on changes in the terms of the trust instrument and on the distributions by the trustees; and

8.1.3.5 that none of the costs incurred in establishing or maintaining the relevant family trust will be payable by any member of the Group.

8.1.4 Where Shares are held by trustees under a Family Trust:

8.1.4.1 those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that Family Trust whose identity has been approved in writing by the Shareholder Majority;

8.1.4.2 those Shares may at any time be transferred by those trustees to the settlor of that trust or any person to whom that settlor could have transferred them under Article 8.1.1 if he had remained the holder of them; and

8.1.4.3 if any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made **under** Articles 8.1.4.1 **or** 8.1.4.2), the trustees shall be deemed to have given a Transfer Notice in respect of all the Shares then held by those trustees pursuant to Article 11.

8.1.5 If:

8.1.5.1 any person has acquired Shares as a Family Member of a holder by way of one or more transfers permitted under this Article 8.1; and

8.1.5.2 that person ceases to be a Family Member of that holder

that person shall forthwith transfer all the Shares then held by that person back to that holder, for such consideration as they agree, within 15 Business Days of the cessation, or, failing such transfer within that period, shall be deemed to have given a Transfer Notice in respect of all the Shares then held by that person pursuant to Article 10.

8.1.6 Subject to the provisions of Article 10, if the personal representatives of a deceased holder are permitted under these articles to become registered as the holders of any of the deceased holder's Shares and elect to do so, those Shares may at any time be transferred by those personal representatives under Article 8.1 to any person to whom the deceased holder could have transferred such Shares under this Article if he had remained the holder of them. No other transfer of such Shares by personal representatives shall be permitted under this Article 8.

8.2 **Permitted Transfers by all Shareholders**

8.2.1 Any holder may (with the prior written approval of the Shareholder Majority) at any time transfer any Shares in accordance with the provisions of the Companies Act to the Company.

8.2.2 Any holder may at any time transfer all or any of his Shares to any other person with the prior written consent of the Shareholder Majority.

9. **VOLUNTARY TRANSFERS**

9.1 Except as permitted under Article 8 any holder who wishes to transfer Shares (the " **Vendor** ") shall give notice in writing (the " **Transfer Notice** ") to the Company of his wish specifying:

9.1.1 the number of Shares (the " **Sale Shares** ") which he wishes to transfer;

9.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares;

9.1.3 the price at which he wishes to transfer the Sale Shares (the " **Provisional Transfer Price** "); and

9.1.4 whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned (a " **Total Transfer Condition** ") and, in the absence of such stipulation, it shall be deemed not to be so conditional.

9.2 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified:

9.2.1 that all the Shares registered in the name of the Vendor shall be included for transfer;

9.2.2 that a Total Transfer Condition shall not apply.

9.3 No Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the Shareholder Majority agrees otherwise. In that event the Vendor shall be entitled to withdraw such Transfer Notice without liability to any person, prior to completion of any transfer or (other than in relation to a deemed Transfer Notice) in the event that the Transfer Price determined in accordance with Article 9.4 is lower than the Provisional Transfer Price.

9.4 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares at the Transfer Price which will be as follows:

9.4.1 with the consent of the Board, the Provisional Transfer Price specified in the Transfer Notice or such other price as may be agreed by the proposing transferor and the Board;

9.4.2 in default of agreement under Article 9.4.1, the lower of:

9.4.2.1 the price per share specified in the Transfer Notice; and

9.4.2.2 if the Board or the proposing transferor elects within 15 business days after the date of service or deemed service of the Transfer Notice to instruct the Auditors for the purpose, the fair value of the shares the subject of the Transfer Notice as at the date of service or deemed service of the Transfer Notice and as determined in accordance with Article 11.

9.5

9.5.1 The Company shall forthwith upon receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price, give notice in writing to each of the holders of Shares (other than the Vendor) informing them that the Sale Shares are available and of the Transfer Price. Such notice shall invite each holder to state, in writing within 20 Business Days from the date of such notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares which shall, if he so wishes, include an amount in excess of his Proportionate Entitlement as mentioned in Article 9.5.2. For the purposes of allocation of the Sale Shares the Sale Shares shall be treated as offered to all of the holders of Shares as if the same constituted one class of Shares.

9.5.2 Subject always to the order of priorities set out in Article 9.5.1 the Sale Shares shall be treated as offered on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares of the class or classes to which the offer is made (the " **Proportionate Entitlement** "). It shall be open to each such holder to specify if he is willing to purchase Shares in excess of his Proportionate Entitlement (" **Excess Shares** ") and, if the holder does so specify, he shall state the number of Excess Shares.

9.5.3 Within three Business Days of the expiry of the invitation made pursuant to Article 9.5.1 (or sooner if all holders of Shares have responded to the invitation and all the Sale Shares shall have been accepted in the manner provided in Article 9.5.1), the Board shall allocate the Sale Shares in the following manner:

9.5.3.1 if the total number of Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

9.5.3.2 if the total number of Shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) in accordance with Article 9.5.1; applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which Shares held by such holder bears to the total number of Shares held by all such holders applying for Excess Shares PROVIDED THAT such holder shall not be allocated more Excess Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an " **Allocation Notice** ") to the Vendor and each of the persons to whom Sale Shares have been allocated (a " **Member Applicant** ") and shall specify in the Allocation Notice the place and time (being not later than ten Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

9.6 Subject to Article 9.7, upon such allocations being made as set out in Article 9.5, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified free from any lien, charge or encumbrance. If he makes default in so doing, the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.

9.7 If the Vendor shall have included in the Transfer Notice a Total Transfer Condition and if the total number of Shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for ten Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this Article 9 shall be conditional upon the total Transfer Condition being complied with in full.

9.8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this Article 9 the Vendor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares (if a Total Transfer Condition was included in the Transfer Notice) or any Sale Shares which have not been sold (if no Total Transfer Condition was so included in the Transfer Notice) to any person or persons at any price not less than the Transfer Price PROVIDED THAT:

9.8.1 the Board shall be entitled to refuse registration of the proposed transferee if he is (or is believed to be a nominee for) a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries;

9.8.2 if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other shareholders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;

9.8.3 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares

are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

10. COMPULSORY TRANSFERS

10.1 In this Article 10, a " **Transfer Event** " means, in relation to any member:

10.1.1.1 a member who is an individual becoming bankrupt.

10.1.2 a member making any arrangement or composition with his creditors generally;

10.1.3 a member which is a body corporate:

10.1.3.1 having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or

10.1.3.2 having an administrator appointed in relation to it; or

10.1.3.3 entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or

10.1.3.4 having any equivalent action taken in any jurisdiction;

10.1.4 a member attempting to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles.

10.2 Upon the happening of any Transfer Event, unless the Shareholder Majority decides otherwise, the member in question and any other member who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) under Articles 8.1 shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by them and which in the case of a transferee of Shares were the Shares received directly or indirectly from the member who is the immediate subject of the Transfer Event (a " **Deemed Transfer Notice** "). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.

10.3 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Article 9 as if they were Sale Shares in respect of which a Transfer Notice had been given save that:

10.3.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date of notification to the Company by the Shareholder Majority that the relevant event is a Transfer Event;

10.3.2 subject to Article 11.6, the Transfer Price shall be a price per Sale Share agreed between the Vendor, the Board and the Shareholder Majority or, in default of agreement, within 15 Business Days after the date of the Transfer Event, the fair value as determined in accordance with Article 11;

10.3.3 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable;

10.3.4 the Vendor may retain any Sale Shares for which Purchasers are not found or, after the expiry of the relevant Offer Notice and (subject to Article 9.8.1), sell all or any of those Sale Shares to any person (including any member) at any price per Sale Share which is not less than the Transfer Price; and

10.3.5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event.

10.4 If a share remains registered in the name of a deceased member for longer than one year after the date of his death the Directors may require the legal personal representatives of such deceased member either:

(a) to effect a transfer of such shares (including for such purpose an election to be registered in respect thereof) to any of the Family Members of the deceased member; or

(b) to show to the satisfaction of the Directors acting reasonably that a transfer to the deceased member's Family Members will be effected before or promptly upon the completion of the administration of the estate of the deceased member.

If either such requirement shall not be fulfilled to the satisfaction of the Directors, a Transfer Notice shall be deemed to have been given in respect of each such share save to the extent that, and at such time, as the Directors may determine.

11. VALUATION OF SHARES

11.1 In the event that the Auditors are required to determine the price at which Shares are to be transferred pursuant to these articles, such price shall be the amount the Auditors shall, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this Article 11 is required), give their opinion in writing as to the price which represents a fair value for such Shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or deemed Transfer Notice is given. In making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these articles (and shall assume that the entire issued share capital of the Company is being sold) and comprises only of Ordinary Shares.

11.2 Article 11 shall apply to any determination by the Auditors under this Article.

12. **COMPLIANCE**

12.1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these articles or that (ii) no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these articles, the Board may require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may reasonably think fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name.

12.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given, or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given, then a Transfer Notice shall be deemed to have been given by the holder of the relevant Shares in respect of such Shares.

GENERAL

13. **GENERAL MEETINGS**

13.1 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Two persons, being holders of Shares present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum, and regulation 41 of Table A shall be modified accordingly.

13.2 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly.

14. **WRITTEN RESOLUTIONS**

14.1 In the case of a corporation which holds a share or shares in the capital of the Company, the signature of any director or the secretary of such corporation shall be sufficient for the purposes of any resolution in writing as is referred to in regulation 53 of Table A, and regulation 53 of Table A shall be modified accordingly.

15. **RETIREMENT OF DIRECTORS**

15.1 The Directors shall not be liable to retire by rotation and, accordingly, the second and third sentences of regulation 79 of Table A shall not apply to the Company; in

regulation 78 of Table A, the words “Subject as aforesaid” and the words “and may also determine the rotation in which any additional directors are to retire” shall be deleted.

16. **DIRECTORS AND CHAIRMAN**

16.1 Either of the Managers may at any time appoint themselves as a director of the Company subject always to such Manager holding shares in the capital of the Company equivalent to 5% or more of the Shares in issue at the time of such appointment.

16.2 Any appointment of a Manager as a director shall be in writing served on the Company and signed by that Manager and shall take effect at the time it is served on the Company or produced to a meeting of the Board of directors of the Company, whichever is earlier.

16.3 The Shareholder Majority may appoint any person to be a director and the chairman of the Board (“ **Chairman** ”) and remove from the office of chairman and director a person so appointed. Article 16.2 shall apply to any such appointment or removal mutatis mutandis. Regulation 91 shall be modified accordingly.

16.4 In the event of an equality of votes, the Chairman will have a second or casting vote.

17. **ALTERNATE DIRECTORS**

17.1 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.

17.2 A Director, or any such other person as is mentioned in regulation 65 of Table A may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every Director whom he represents (in addition to his own vote (if any) as a Director), but he shall count as only one for the purpose of determining whether a quorum is present at (and during) any such meeting.

18. **PROCEEDINGS OF DIRECTORS**

18.1 The quorum for the transaction of business of the directors shall throughout the meeting be two (one of whom shall be Gary Unsworth or Ian Unsworth whilst either remains a Director) provided that if at any duly convened meeting a quorum is not present, the meeting will stand adjourned for a period of 7 days to the same time and venue and, if at such adjourned meeting a quorum is not present within half an hour of the time appointed, any two directors shall form a quorum for the purpose of that meeting.

18.2 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

19. **THE SEAL**

19.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the secretary or a second Director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

19.2 The Company may exercise the powers conferred by section 39 of the Companies Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

20. **INDEMNITY**

20.1 Subject to the provisions of the Companies Act, every Director or other officer of the Company (other than the Auditors) shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto. This Article 24 shall only have effect in so far as its provisions are not avoided by section 310 of the Companies Act. The Board shall have power to purchase and maintain for any Director or other officer of the Company and the Auditors insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

21. **BORROWING POWERS**

Subject to the terms of the Shareholders Agreement, the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the Companies Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

22. **LIEN**

The lien conferred by regulation 8 of Table A shall attach to all shares, whether or not fully paid up and to all shares registered in the name of any person indebted or under liability to the Company (whether he shall be the sole registered holder of such share[*s*] or shall be one of two or more joint holders) and shall be for all moneys owing on any account whatsoever to the Company.

23. **AUDITORS DETERMINATION**

23.1 If any matter under these Articles is referred to the Auditors for determination then the Auditors shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all the holders of Shares (in the absence of fraud or manifest error).

23.2 The costs of Auditors shall be borne by the Company unless the Auditors shall otherwise determine.

Exhibit 3.1(18)

CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

Company No. 6201887

The Registrar of Companies for England and Wales hereby certifies that AIMIA FOODS HOLDINGS LIMITED is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Cardiff, the 3rd April 2007

THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Companies House
for the record

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985

Exhibit 3.1(19)

Registered Number: 06201887

THE COMPANIES ACT
2006

PRIVATE COMPANY LIMITED BY

SHARES

ARTICLES OF ASSOCIATION

AIMIA FOODS HOLDINGS LIMITED

INDEX TO THE ARTICLES

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19 Methods of appointing directors

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

"articles" means the Company's articles of association.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 41.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"distribution recipient" has the meaning given in article 33.

"document" includes, unless otherwise specified, any document sent or supplied in electronic form.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006.

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006.

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

"instrument" means a document in hard copy form

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"paid" means paid or credited as paid.

"participate", in relation to a directors' meeting, has the meaning given in article 10.

"proxy notice" has the meaning given in article 47.

"shareholder" means a person who is the holder of a share.

"shares" means shares in the Company.

"special resolution" has the meaning given in section 283 of the Companies Act 2006.

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (" **Conflict** ").

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine:

(a) for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may:

(a) take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors,

(b) general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued;

(b) the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is:

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either

such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not:

(a) shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a **"proxy notice")** which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PARTS

ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is:

(a) any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a **"relevant director"** means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a **"relevant director"** means any director or former director of the Company or an associated company;

(b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Exhibit 3.1(20)

FILE COPY

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

Company No. 1542173

The Registrar of Companies for England and Wales hereby certifies that

NICHOLS FOODS LIMITED

having by special resolution changed its name, is now incorporated under the name of

AIMIA FOODS LIMITED

Given at Companies House, Cardiff, the 29th July 2005

C01542173S

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

— for the record —

Certified a true copy of a document kept and registered on 29th July 2005 at the office for the registration of Companies

Signature /s/ A.E. Thomas

Authorised by the Registrar of Companies

Date 22nd May 2014

Exhibit 3.1(21)

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

INDEPENDENT VENDING SUPPLIES LIMITED

1. The name of the Company is “INDEPENDENT VENDING SUPPLIES LIMITED”.

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:-

By Special Resolution passed on 2nd January 1986 it was resolved that the Memorandum of Association of the Company be amended by the deletion of the words “to carry on the business of manufacturers of and dealers in all kinds of tea, coffee, cocoa and other foods, beverages and preparations” from Clause 3 (a) thereof and the substitution therefor of the following words:-

“to carry on all or any of the businesses of importers, exporters, manufacturers, manufacturers’ agents and representatives, buyers, sellers, distributors, suppliers, factors, wholesalers, retailers and shippers of and dealers in all kinds of tea, coffee, cocoa, chocolate, whitener, syrups, soups and other food, beverages, produce, products and preparations and all kinds of containers used in connection therewith.

To participate in, undertake, perform and carry on all kinds of commercial, industrial trading and financial operations and enterprises”.

To import, manufacture, blend and in any way deal in tea, coffee and cocoa, and other Eastern and Colonial products, and to carry on business as merchants both wholesale and retail, sugar merchants, sweet meat merchants, farmers, dairymen, fruiterers, grocers, timber merchants and as tobacconists, brokers, importers, and dealers in foreign and colonial produce and wares of all kinds, and to deal in articles of all kinds commonly dealt in by persons carrying on any of the businesses aforesaid.

To establish at any place or places, whether in the United Kingdom or abroad, shops, refreshment rooms, depots and vending machines for the sale of tea, coffee, cocoa, milk, aerated and mineral waters, cordials, bread, biscuits and other farinaceous goods tobacco, cigars, cigarettes, confectionery, cakes, buns, potted meat, table delicacies and any other provisions, goods or drinks, and carry on at such place or places or elsewhere the businesses of bakers, butchers, millers, ice merchants, restaurant, refreshment room, tavern, inn and lodging-house keepers or proprietors.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the business of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit, on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all Kinds, to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit.

(i) To borrow and raise money in such manner as the Company shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security lien or other security upon the whole or any part of the Company's property of assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any Government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such chapters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(o) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of Shares or other securities or the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.

(q) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Director or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(t) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(u) To procure the Company to be registered or recognise in any part of the world.

(v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the Company’s objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given

thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise ail or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word “company” in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £100,000 divided into 100,000 Shares of £1 each.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
Michael Richard Counsell, 15, Pembroke Road, Bristol, BS99 7DX Commercial Manager.	- One
Christopher Charles Hadler, 15, Pembroke Road Bristol. BS99 7DX Commercial Manager.	- One

Dated this 17th day of December, 1980.

Witness to the above Signatures: - Dawn Bennett,
15, Pembroke Road
Bristol, BS99 7DX
Clerk.

The Companies Act 1985

Company Limited by Shares

ARTICLES OF ASSOCIATION

of

INDEPENDENT VENDING SUPPLIES LIMITED

(Adopted by Special Resolution dated 2nd January 1986)

PRELIMINARY

1. (a) Save as hereinafter provided the regulations contained in Table A as set out in the Schedule to the Companies (Tables A - F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company

   (b) Regulations 3, 5, 8, 24, 53, 73 to 80, 87, 93 and 118 of Table A shall not apply to the Company

   (c) The following definition shall apply to these Articles:-

   "the Statutes" shall mean the Companies Act 1985 and every statutory modification and re-enactment thereof and every other Act for the time being in force concerning companies and affecting the Company

EMS (31)

PRIVATE COMPANY

2. The Company is a private company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of such shares or debentures being offered for sale to the public

SHARES

3. (a) The Directors may allot, grant options over or otherwise deal with or dispose of any relevant securities (as defined by Section 80 (2) of the Companies Act 1985) of the Company to such persons and generally on such terms and conditions as the Directors may think fit provided always that no share shall be issued at a discount, or otherwise in breach of the provisions of these Articles or of the Statutes

(b) The general authority conferred by sub-paragraph (a) of this Article shall be unconditional and shall extend to an amount of shares equal to the authorised but unissued share capital of the Company from time to time The said authority will expire on the date which is the fifth anniversary of the date upon which the resolution adopting this Article was passed unless renewed varied or revoked by the Company in general meeting

(c) The Directors shall be entitled under the general authority conferred by sub-paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority and shall be entitled to allot pursuant to any such offer or agreement any relevant securities

(d) Sections 89 (1), 90 (1) to (5) and 90 (6) of the Companies Act 1985 shall not apply to any allotment of equity securities (as defined in Section 94 (2) of the Companies Act 1985) by the Company

4. Subject to the provisions of the Statutes any shares may be issued by the Company upon the terms that they are or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as the Company may before the issue of such shares by special resolution determine

5. To the extent permitted by and in accordance with the Statutes, the Company may:-

(a) purchase its own shares (including any redeemable shares); and

(b) make a payment in respect of the redemption or purchase under Sections 159 - 161 or (as the case may be) Section 162 of the Companies Act 1985 of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

LIEN

6. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any Member whether solely or jointly with two or more joint holders for all moneys prevently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in

part exempt from the provisions of this Article. The Company's lien if any, on a share shall extend to all dividends payable thereon

CALLS

7. The liability of any Member in default in respect of a call shall be increased by the addition in regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment" after the words "together with any interest which may have accrued"

TRANSFER OF SHARES

8. (a) The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share

(b) A transfer of a fully paid share need not be executed by or on behalf of the transferee Regulation 23 of Table A shall be modified accordingly

(c) All instruments of transfer which shall be registered shall be retained by the Company

GENERAL MEETINGS AND RESOLUTIONS

9. A poll may be demanded by the Chairman or by any Member present in person or by proxy and entitled to vote and regulation 46 of Table A shall be modified accordingly

10. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at Genera] Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as

if the same had been passed at a General Meeting of the Company duly convened and held Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such Members or representatives

11. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business. The quorum for any general meeting shall be two Members present in person or being a corporation, by its duly authorised representative or by proxy and entitled to vote in respect of each class of issued share capital of the Company carrying the right to vote at such meeting. Regulation 40 of Table A shall not apply.

DIRECTORS

12. The first Director or Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies upon registration of the Company

13. Unless and until the Company in general meeting shall otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be two If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A

14. A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company

15. (a) A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Statutes

(b) Subject to the provisions of the Statutes, a Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising therefrom and he shall be [illegible] in estimating a quorum where any such contract or arrangement is under consideration If he shall vote on any such contract or arrangement his vote shall be counted Regulations 94 and 95 of Table A shall be modified accordingly

16. No person shall be disqualified from being appointed a Director of the Company and no Director of the Company shall be required to vacate that office by reason only of the fact that he has attained the age of 70 years or any other age, nor need the age of any such person or Director nor the fact that any such person or Director is over 70 or any other age be stated in any notice or resolution relating to his appointment or re-appointment nor shall it be necessary to give special notice under the Statutes of any resolution appointing, re-appointing or approving the appointment of a Director by reason only of his age

17. The Directors may from time to time appoint one or more of their body to be the holder of the office of managing director or any other executive or salaried office on such terms and for such period as they think fit and a Director holding any such office shall receive such remuneration whether in addition to or in substitution for his ordinary remuneration as a Director and whether by way of salary commission participation in profits or otherwise as the Directors may determine. The

Directors may confer upon a Director holding any such office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke withdraw or vary all or any of such powers

18. Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary commission participation in profits or otherwise as the Directors may determine

19. So long as the Company is a subsidiary of another company within the meaning of Section 736 of the Companies Act 1985 that other company (hereinafter called “the Holding Company”) shall have power from time to time and at any time to:-

(a) appoint any person or persons as a Director or Directors either in addition to the existing Directors or to fill any vacancy, and to remove from office any Director howsoever appointed and

(b) appoint to or remove from the office of managing director or any other executive or salaried office of the Company any Director of the Company

Any such appointment or removal shall be effected by an instrument in writing signed on behalf of the Holding Company by a Director and Secretary thereof and shall take effect upon lodgment at the registered office of the Company The terms of and powers conferred by any such appointment shall be as stated in the resolution of appointment and may be altered

added to withdrawn or otherwise amended at any time and from time to time by resolution of the Board of the Holding Company or of a duly authorised committee of such Board PROVIDED THAT if the Holding Company is itself a subsidiary of another company within the meaning of Section 736 of the Companies Act 1985 then that other company shall be entitled (in lieu of the Holding Company) to exercise the powers hereby and under Articles 27 to 30 (inclusive) conferred on the Holding Company as if such other company were the Holding Company

20. Provided that they shall have first obtained the written authority of the Holding Company the Directors may appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

BORROWING POWERS

21. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage charge or standard security over its undertaking property and uncalled capital or any part thereof and (subject to Section 80 of the Companies Act 1985) to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party (including the Holding Company)

ALTERNATE DIRECTORS

22. (a) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that

purpose by a resolution of the Directors and at any time to terminate such appointment Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company

(b) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct but shall otherwise be subject to the provisions of these Articles with respect to Directors An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor

(c) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all Meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such Meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions rights powers and duties as a Director of his appointor and to receive notice of all General Meetings

(d) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting

(e) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at Meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director

POWERS OF DIRECTORS

23. There shall be substituted for Regulation 81 (c) of Table A the following words:-

"if he becomes incapable by reason of mental disorder illness or injury of managing and administering his property and affairs"

24. A resolution in writing signed by all the Directors or their respective alternates for the time being shall be as effective as a resolution passed at a Meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or their respective alternates for the time being The above shall also apply to any resolution of a committee of Directors

PENSION AND ALLOWANCES

25. The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death to any person or to the widow or dependants of any person in respect of services rendered by him to the Company as Director or in any other executive office or employment under the Company or indirectly as executive officer or employee of any subsidiary company of the Company or its holding company (if any) notwithstanding that he may be or may have been a Director of the Company and may make payments and pay premiums towards and for funds insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions annuities and allowances in the terms of engagement of any such person

INDEMNITY

26. Every Director, Executive Director, Manager, Officer and Auditor of the Company shall be indemnified out of the funds of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Companies Act 1985 or Section 144 of the Companies Act 1985 in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Companies Act 1985

HOLDING COMPANY

27. A copy of any resolution of the Board of the Holding Company or of a duly authorised committee of such Board passed in accordance with any Article herein contained and certified by any Director or the Secretary of the Holding Company and delivered to the Registered Office of the Company shall be sufficient evidence of the passing thereof

28. In any case where the written authority of the Holding Company is required by these Articles the same shall be deemed to have been properly given if contained in an instrument in writing signed by a Director or Secretary of the Holding Company and left at the Registered Office of the Company

29. No shares shall be issued without the consent of the Holding Company, such consent to be by instrument in writing under the Common Seal of the Holding Company and left at the registered office of the Company

30. The Holding Company may by resolution of its Board or of a duly authorised committee of its Board declare if such be the case that any share of the Company is held by the registered holder thereof as the nominee of the Holding Company (or in the case of a share registered in the name of a deceased or bankrupt holder was so held at the time of his death or bankruptcy) and name some other person as authorised by the Holding Company to sign transfers in the place of the holder or the deceased or bankrupt holder and the Directors of the Company shall be entitled and bound to give effect to any instrument of transfer of that share signed by the person so named as transferor in all respects as if the instrument were signed by the registered

holder of the share or by his personal representatives or trustee in bankruptcy and regulation 5 of Table A shall not apply to the Company

No. of Company: 1542173/21

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

R E S O L U T I O N S

of

INDEPENDENT VENDING SUPPLIES LIMITED

(Passed the 2nd day of January 1986)

At an Extraordinary General Meeting of the above Company duly convened and held on the 2nd day of January 1986 the under-mentioned Resolutions providing for a bonus issue of 800 new Ordinary Shares of £1 each and the amendment of the Company's Articles of Association were duly passed as Special Resolutions:-

SPECIAL RESOLUTIONS

(1) That on the recommendation of the Directors it is desirable to capitalise the sum of £800 being part of the amount now standing to the credit of the profit and loss account of the Company and that accordingly such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend in the same proportions on condition that the same be not paid in cash but be applied in paying up in full at par 800 unissued Ordinary Shares of £1 each in the Capital of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion as near as may be of one new Ordinary Share fully paid for every 50 Ordinary Shares held by each member and that the Directors do make all necessary allotments and appropriations accordingly

(2) That on the allotment of the new Ordinary Shares pursuant to the preceding Resolution all the Ordinary Shares of £1 each in the capital of the Company in issue prior to the passing of such Resolution shall stand converted into 40,000 Deferred Shares of £1 each such Shares conferring the following rights upon the holders thereof and being subject to the following restrictions:-

(a) in a winding-up the holders of the Deferred Shares shall be entitled to the repayment of the Capital paid up thereon only in the event of the sum of £1,000 having been previously distributed in such winding-up in respect of each Ordinary Share of the Company

(b) the holders of the Deferred Shares shall not be entitled to any participation in the profits or assets of the Company

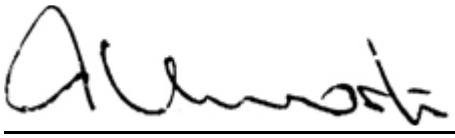
(c) the holders of the Deferred Shares shall not be entitled to receive notices of or to attend and vote at any General Meeting of the Company

(3) That the Articles of Association of the Company be amended by the addition of the following new Article 3 (a) after the existing Article 3:-

"Subject to the provisions of the Statutes the Company may purchase its own shares (including redeemable shares) and (subject as aforesaid) payment in respect of any such redemption or purchase under sections 159 - 161 or (as the case may be) section 162 of the Companies Act 1985 may be made out of distributable profits of the Company or the proceeds of a fresh issue of shares or otherwise"

(4) That Clause 10 of Part I of Table A of the First Schedule to the Companies Act 1948 shall not apply to the Company and that the Articles of Association of the Company be amended accordingly

(5) That following the creation of 40,000 Deferred Shares pursuant to the foregoing Resolution (2) the off-market purchase by the Company of all of these Deferred Shares in the Capital of the Company be and is hereby approved at the price of £0.002 per share



Chairman

ACCEPT UNSTAMPED & 40
DX/CN 2436
SIGNED ...
DATE ... 2/7/89

Company No. 1542173

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

INDEPENDENT VENDING SUPPLIES LIMITED

Passed on 9th June 1989

At an Extraordinary General Meeting of the above named Company duly convened and held on 9 June 1989 the following resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

THAT the name of the Company be changed to NICHOLS FOODS LIMITED

Chairman

NC
8 0 JUN 1989
COMPANIES HOUSE

8 JUN

Exhibit 3.1(22)

FILE COPY

CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

No. 1558995

I hereby certify that

CALYPSO SOFT DRINKS LIMITED

is this day incorporated under the Companies Acts 1948 to 1980 as a private company and that the Company is limited.

Given under my hand at Cardiff the 30TH APRIL 1981

/s/ E. A. Wilson
E. A. WILSON

Assistant Registrar of Companies

C.173

Exhibit 3.1(23)

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

CALYPSO SOFT DRINKS LIMITED

(the Company)

Incorporated on 30 April 1981

Adopted on 27 June 2013

INDEX TO THE ARTICLES

Registered Number: 01558995

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

CALYPSO SOFT DRINKS LIMITED

PART1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

"articles" means the Company's articles of association.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 41.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"distribution recipient" has the meaning given in article 33.

"document" includes, unless otherwise specified, any document sent or supplied in electronic form.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006.

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006.

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

"instrument" means a document in hard copy form

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"paid" means paid or credited as paid.

"participate" , in relation to a directors' meeting, has the meaning given in article 10.

"proxy notice" has the meaning given in article 47.

"shareholder" means a person who is the holder of a share.

"shares" means shares in the Company.

"special resolution" has the meaning given in section 283 of the Companies Act 2006.

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney); (c)

to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate: (a)

its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest **("Conflict")** .

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b)

a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine: (a)

for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may: (a)

take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors, (b)

general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART3

SHARES AND DISTRIBUTIONS

SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued; (b)

the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is: (a)

damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not: (a)

shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a **"proxy notice"**) which: (a)

states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART5 ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is: (a)

any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a **"relevant director"** means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a **"relevant director"** means any director or former director of the Company or an associated company;

(b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Exhibit 3.1(25)

FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Caroline LLC, a Delaware limited liability company (the " **Company** ") and Cott Corporation, its sole member (the " **Sole Member** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Limited Liability Company Agreement of the Company dated as of July 2, 2010 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires amendment by a written instrument executed by the Member.

NOW, THEREFORE, BE IT RESOLVED , that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 Replace Paragraph 9 of the LLC Agreement in its entirety with the following:

9. Transferability of Membership Interest . Except as the Member may agree in writing, the membership interest of the Member in the Company (" **Interests** ") is transferable either voluntarily or by operation of law. All or a portion of the Interests may be sold, assigned, transferred, exchanged, mortgaged, pledged, granted, hypothecated, encumbered or otherwise transferred (whether absolutely or as security). Upon the transfer of the entire Interest, the transferee shall be admitted as a member at the time of the transfer and shall obtain all of the rights appurtenant to being a member of the Company. Notwithstanding the foregoing, §18-702 or §18-704 of the Act or anything else in this Agreement or the Act to the contrary and without the consent of the other Members:

(a) The Member may grant a security interest in or against any Interests or any and all rights and privileges related to the interests and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which the Member has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any Member gives, or

purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include membership interests in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Interests and to exercise voting or consensual rights (with or without the transfer of Interests) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement (i) cause any Member to cease to be, or have the power to exercise any rights or powers of, a Member; or (ii) impose any liability on any Secured Party solely as a result of the Pledge.

(d) A person or entity that acquires Interests or Rights from a Member pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a member of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Member. An Assignee that becomes a member of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Member. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Act.

Each Member hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Members.

2. No Further Amendment . Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

COTT CORPORATION , as Sole Member

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Treasurer

[Signature Page to Amendment No. 1 to LLC Agreement]

LIMITED LIABILITY COMPANY AGREEMENT

OF

CAROLINE LLC

This LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is made and entered into by and between Cott Corporation as the sole member (the "Member"), and Caroline LLC, a Delaware limited liability company (the "Company").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purpose . The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act, 6 Del, C. § 18-101, et. seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Member . The name and address of the Member are:

Cott Corporation
5519 W. Idlewild Ave.
Tampa, FL 33634

3. Term . The term of existence of the Company shall commence on the effective date of the filing with the Secretary of State of the State of Delaware of the Certificate of Formation of the Company and shall thereafter continue indefinitely.

4. Management .

(a) The business and affairs of the Company shall be managed by the Member. The Member shall have, to the fullest extent permitted by the Act, full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company, to make all decisions regarding such matters and to perform any and all acts and to engage in any and all activities necessary, customary or incident to the management of the business, affairs and properties of the Company. The Member shall have authority to execute on behalf of the Company all contracts, deeds, mortgages, bonds, contracts, leases and all other documents, agreements and instruments.

(b) The Member may, by written instrument executed by the Member, appoint a board of directors, officers and agents of the Company to which the Member may delegate such duties, responsibilities and authority as shall be provided in such instrument. Any director or officer may be removed at any time by written instrument executed by the Member. Only the Member and directors, officers and agents of the Company authorized by the Member to bind the Company by written instrument executed by the Member shall have the authority to bind the Company.

5. Title to Company Property . All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

6. Compensation of Member . The Member shall be reimbursed for all expenses incurred in managing the Company and shall, at the election of the Member, be entitled to compensation for its management services, in an amount to be determined from time to time by the Member.

7. Distributions . Distributions shall be made to the Member (in cash or in kind) at the times and in the amounts determined by the Member and as permitted by applicable law.

8. Tax Elections . The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9. Transferability of Membership Interest . Except as the Member may agree in writing, the membership interest of the Member in the Company is transferable either voluntarily or by operation of law. All or a portion of the membership interest of the Member in the Company may be sold, assigned, transferred, exchanged, mortgaged, pledged, granted, hypothecated, encumbered or otherwise transferred (whether absolutely or as security). Upon the transfer of the entire membership interest of the Member in the Company, the transferee shall be admitted as a member at the time of the transfer and shall obtain all of the rights appurtenant to being a member of the Company.

10. Admission of Additional Members . Additional members of the Company may be admitted to the Company at the direction of the Member. In the event that any additional members are added, this Agreement shall be construed to apply to all of the members, and the additional members shall be required to either: (i) enter into, ratify and approve this Agreement; or (ii) execute a new operating agreement after the Member has terminated this Agreement Unless otherwise required by the Act (or any other valid law or regulation to which the Company is subject), if additional members have been added to the Company and this Agreement has not been terminated or modified, the decisions of the members owning at least a majority of the membership interests in the Company shall constitute the decisions of the Member for purposes of the interpretation of this Agreement.

11. Liability of the Member . The Member shall not have any liability for any debt, obligation or liability of the Company or for the acts or omissions of any other member, director, officer, agent or employee of the Company except to the extent expressly required by the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not, by itself, be grounds for imposing personal liability on the Member for liabilities of the Company.

12. Indemnification . The Company shall indemnify the Member and such other persons as are identified by the Member by written instrument executed by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member or any such other person in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Delaware. In addition, the Company shall advance costs of defense of any proceeding to the Member or any such other, person upon receipt by the Company of an undertaking by or on behalf of the Member or such other person to repay such amount if it shall ultimately be determined that the Member or such other person is not entitled to be indemnified by the Company.

13, Dissolution .

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member, or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. The death, dissolution, retirement, resignation, expulsion or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all activities other than the winding up of its business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of cancellation has been filed pursuant to the Act Upon the winding up of the Company, the assets of the Company shall be distributed: (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the liabilities of the Company, whether by payment or the making of reasonable provision for payment thereof; and (ii) then to the. Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

14. Conflicts of Interest . Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

15. Governing Law . This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Delaware, without reference to the conflict of law rules of that or any other jurisdiction.

16. Entire Agreement . This Agreement represents the entire agreement between the Member and the Company.

17. Amendment . This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

18. Rights of Creditors and Third Parties . This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any other agreement between the Company and the Member, with respect to the subject matter hereof.

19. Successors and Assigns . This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and assigns of the Member.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on July , 2010 to be effective for all purposes as of the effective date and time of the filing of the Certificate of Formation.

COTT CORPORATION:

By: _____

CAROLINE LLC:

By: _____

Exhibit 3.1(27)

FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Cliffstar LLC, a Delaware limited liability company (the " **Company** ") and Cott Acquisition LLC, its sole shareholder (the " **Sole Shareholder** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Limited Liability Company Agreement of the Company dated as of July 23, 2010 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires the affirmative vote of the holders of a majority of the outstanding Shares of the Company.

NOW, THEREFORE, BE IT RESOLVED , that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 Replace Article III, Section 4 of the LLC Agreement in its entirety with the following:

Section 4. Transferability of Shares

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares and the Company shall not be required to recognize any such transfer until each Shareholder consents; provided, that, notwithstanding the foregoing, §18-702 or §18-704 of the Act or anything else in this Agreement or the Act to the contrary and without the consent of the other Shareholders:

(a) A Shareholder may grant a security interest in or against any Shares or any and all rights and privileges related to the Shares and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which a Shareholder has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any Shareholder gives, or purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include membership interests in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Shares and to exercise voting or consensual rights (with or without the transfer of Shares) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement:

(i) cause any Shareholder to cease to be, or have the power to exercise any rights or powers of, a Shareholder; or

(ii) impose any liability on any Secured Party solely as a result of the Pledge.

(d) A person or entity that acquires Shares or Rights from a Shareholder pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a Shareholder of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Shareholder. An Assignee that becomes a Shareholder of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Shareholder. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Act.

Each Shareholder hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Shareholders.

2. No Further Amendment . Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

COTT ACQUISITION LLC , as Sole Shareholder

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Treasurer

[Signature Page to Amendment No. 1 to LLC Agreement]

Cliffstar LLC
LIMITED LIABILITY COMPANY AGREEMENT

This limited liability company agreement (this "Agreement") of Cliffstar LLC, a Delaware limited liability company (the "Company"), dated as of July 23, 2010 (the "Effective Date") is made by Cliffstar Corporation, a corporation organized under the laws of Delaware ("Cliffstar Corporation"), the sole holder of the Shares (as hereinafter defined) of the Company. This Agreement shall be effective as of the Effective Date.

ARTICLE I - FORMATION AND PURPOSE

Section 1. Organization

Cliffstar Corporation has formed a limited liability company known as Cliffstar LLC, a limited liability company organized under the Delaware Limited. Liability Company Act, 18 Del. Code. §18-101, *et seq* ., as amended from time to time (the "Act"), for the purposes set forth herein by causing the execution, delivery and filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of Delaware effective as of July 23, 2010.

The Certificate may be restated by the Board of Directors as provided in the Act or amended by the Board of Directors with respect to the address of the registered office of the Company in the State of Delaware and the name and address of its registered agent in the State of Delaware or to make corrections required by the Act. Other additions to or amendments of the Certificate shall be authorized by the Shareholders as provided herein. The Board of Directors shall deliver a copy of the Certificate to any Shareholder who so requests.

Section 2. Term

The life of the Company shall be perpetual, unless sooner terminated pursuant to the provisions of this. Agreement or as provided by law.

Section 3. Fiscal Year

The annual accounting period of the Company shall be its taxable, or fiscal, year. The Company's taxable, or fiscal, year shall be selected by the Board of Directors, subject to the requirements and limitations of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, from time to time as the needs of the Company's business require.

Section 4. Purpose

The principal business activity and purposes of the Company shall initially be to engage in any lawful business, purpose or activity permitted by the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company. The failure of the Company to observe any formalities or requirements relating to the

exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Shareholders or directors responsible for the liabilities of the Company.

Section 5. Registered Office

The registered office of the Company in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company may also have offices at such other places outside the United States of America as the Board (as hereinafter defined) may from time to time determine or the business of the Company may require.

Section 6. Qualification in Other Jurisdictions

The Board of Directors shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation, the appointment of agents for service of process in such jurisdictions.

ARTICLE II - SHARES

Section 1. Shares

The Company is authorized to issue an unlimited number of Shares of common interests (the “Shares”). Each holder of Shares is referred to herein as a “Shareholder.” Fractions of a Share may be created and issued. The rights, preferences, privileges and restrictions granted to and imposed upon the Shares shall be as provided herein. The directors of the Company may, at any time and from time to time, authorize the Company to issue, or take subscriptions for, Shares.

Except as otherwise provided in this Agreement, as it may be amended from time to time,

(a) all Shares are identical in all respects and entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations, and restrictions, and

(b) the holder of each Share shall have the right to one vote per Share on each matter submitted to a vote of the Shareholders.

Section 2. Certificates of Shares

The ownership of Shares shall be evidenced by certificates. Each Shareholder shall be entitled to a certificate representing such Shareholder’s Shares in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the Chairman or Vice Chairman of the Board of Directors. Such signatures may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he were such officer, transfer agent or registrar at the time of its issue.

The certificates of shares of the Company shall be numbered and shall be entered in the books of the Company as they are issued. They shall exhibit the holder's name and the number of shares, shall be signed by the Chairman or Vice Chairman of the Board of Directors and shall bear the Company seal, if any. Unless otherwise determined by the Board of Directors; one (1) share shall be issued to each Shareholder for each dollar (US$ 1.00) of share capital contributed to the Company. The Company shall issue share certificates to all initial Shareholders, any Shareholders later admitted, and to any Shareholder contributing additional capital to the Company.

The Company shall keep a register of its Shareholders at its principal offices (or such other location as may be required by the Act), or at any other office designated by the Board of Directors. There shall be entered on such register, at any time of the issuance of each share, the number of the certificate issued, the kind of certificate issued, the name, address, and other contact information of the person owning the shares represented thereby, the number of such shares, and the date of issuance thereof. Every certificate exchanged or returned to the Company shall be marked "cancelled" with the date of cancellation.

Each Shareholder of the Company has the right, subject to such reasonable standards (including standards governing what information and documents are to be furnished at what time and location and at whose expense) as may be set forth herein or as may be established by the Board of Directors, to obtain copies of books and records, tax returns, shareholder lists, organizational documents, capital contribution statements, and other information related to the status of the business from the Company from time to time upon reasonable demand for any purpose reasonably related to the Shareholder's interest as a Shareholder of the Company, but only during the Company's normal business hours.

Section 3. Lost or Destroyed Certificates

The holder of any shares of the Company shall immediately notify the Company of any loss or destruction of any certificate issued to him. The Company may issue a new certificate in the place of any certificate theretofore issued by it alleged to have been lost or destroyed, and the Board of Directors may require the owner of the lost or destroyed certificate, or his legal representatives, to give the Company a bond in such sum as the Board of Directors may direct, and with such surety or sureties as may be satisfactory to the Board of Directors, to indemnify the Company against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

A new certificate may be issued without requiring any bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 4. Record Date

The Board of Directors may set a record date for a stated period for the purpose of making any proper determination with respect to Shareholders, including which Shareholders are entitled to notice of a meeting, vote at a meeting, receive a distribution, or be allotted other rights.

The record date may not be prior to the close of business on the day the record date is fixed. The record date shall not be more than ninety (90) days before the date on which the action requiring the determination will be taken. In the case of a meeting of Shareholders, the record date shall be at least ten (10) days before the date of the meeting.

ARTICLE III - MEMBERSHIP AND TRANSFERABILITY

Section 1. Shareholders

For the purpose of this Agreement the term “Shareholder” shall mean a “Member” as defined under Section 18-101(11) of the Delaware Limited Liability Company Act, 6 Del. C. Sections 18-101 et seq. (the “Act”)

As of the Effective Date, the Company has one hundred (100) Shares issued and outstanding and such Shares are held by Cliffstar Corporation. In consequence, as of the Effective Date, Cliffstar Corporation is the holder of 100% of the ownership interest in the profits and losses of the Company, has the right to receive any and all distributions from the Company, has the sole right to vote on and approve actions and decisions reserved to the Shareholders under this Agreement or the Act and has the right to any and all other benefits to which Shareholders of a limited liability company may be entitled under this Agreement or the Act.

No person may become a Shareholder of the Company unless be, she or it holds Shares, and no person who acquires a previously outstanding Share or Shares in accordance with this Agreement shall be a Shareholder of the Company within the meaning of the Act unless such Share or Shares are acquired in compliance with the provisions of this Article III. When any person is admitted as a Shareholder or ceases to be a. Shareholder, the Board shall prepare an Annex to this Agreement describing the then-current membership of the Company.

Section 2. Substitute Shareholders

No Shareholder shall have the right to designate an assignee of Shares as a substitute Shareholder. No assignee of Shares shall have the rights, powers and obligations of a Shareholder under this Agreement (including, without limitation, any right to vote on any matter) unless each Shareholder consents to the admission of the proposed assignee as a Shareholder or the proposed assignee receives. 100% of the outstanding Shares of the Company. An assignment of a Share entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled to the extent assigned.

Section 3. Termination of Membership

A Shareholder ceases to be a Shareholder and to have the power to exercise any rights or powers of a Shareholder upon assignment of all of his, her or its Shares. The pledge of, or granting of, a security interest, lien or other encumbrance in or against, any or all of the Shares shall, by itself, not cause the Shareholder to cease to be a Shareholder or cease to have the power to exercise any rights or powers of a Shareholder.

Section 4. Transferability

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares. The Company shall not be required to recognize any such transfer until each Shareholder consents.

ARTICLE IV - MEETINGS OF SHAREHOLDERS

Section 1. Time and Place of Meetings

All meetings of the Shareholders for the election of directors or for any other purpose shall be held at such time and place, within or outside the United States of America, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings

Annual meetings of Shareholders shall be held at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting, at which meeting the Shareholders shall elect the directors, and transact such other matters as may properly be brought before the meeting. Failure to hold an annual meeting shall not have any adverse effect on the Company or its ability to conduct business.

Section 3. Notice of Annual Meetings

Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each Shareholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 4. Special Meetings

Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Formation shall be called at the request in writing of a majority of the directors, or at the request in writing of Shareholders owning a majority of the Shares entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and shall be delivered to the Board of Directors, which shall set the record date and the date of the special meeting.

Section 5. Notice of Special Meetings

Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each Shareholder entitled to vote at such meeting.

Section 6. Quorum

The holders of a majority of the Shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by the Act or by the Certificate of Formation. The Shareholders present at a meeting at which a quorum is present may continue to do business until the meeting is concluded, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 7. Action by Shareholders

When a quorum is present at any meeting, the vote of the holders of a majority of the Shares having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of this Agreement, the Act, or of the Certificate of Formation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. Written Action

Any action required to be taken at any annual or special meeting of Shareholders of the Company, or any action which may be taken at any annual or special meeting of such Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of Shares having not less than the minimum amount that would be necessary to authorize or take such action at a meeting at which all interests in the Company entitled to vote thereon were present and voted.

ARTICLE V - DIRECTORS

Section 1. Management of the Company

The business and affairs of the Company shall be managed under the direction of its Board of Directors (the "Board"), which may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Certificate of Formation or by this Agreement directed or required to be exercised or done by the Shareholders.

For all purposes, the directors constituting the Board shall have the powers, duties, rights and responsibilities, and, for all statutory purposes, be deemed "Managers" in accordance with Section 18-402 of the Act, Each member of the Board shall have one vote on each matter submitted to the vote of the Board.

A Shareholder, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company, and shall not have any right or authority to act for or bind the Company.

Section 2. Number and Term

The number of directors of the Company shall be such number as shall be designated from time to time by resolution of the Board and initially shall be one (1). Each director (including any interim director chosen by the Board in accordance with Section 3 of this Article V) shall be a natural person and a majority of the directors (including any such interim director) constituting the Board at any time and from time to time must have their primary residences in the United States of America. The directors shall be elected at the annual meeting of the Shareholders, except as provided in Section 3 of this Article V.

Christiaan Cronje is hereby elected as the initial director.

Each director elected shall hold office for a term of one year and shall serve until his/her successor is elected and qualified or until his/her death, resignation or removal. Any director may be removed from the Board at any time by the vote of the holders of a majority of the Shares then outstanding.

Section 3. Vacancies and New Directorships

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a vote of the holders of a majority of the Shares then outstanding, and any director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced.

Section 4. Place of Meetings

The Board may hold meetings, both regular and special, at any place within or outside the State of Delaware, except that no such meeting may be held at any place outside the United States of America.

Section 5. Regular Meetings

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 6. Special Meetings

Special meetings of the Board may be called on the written request of two directors, upon providing one day's notice to each director personally or by telephone or ten days notice by mail. A director shall waive failure to give notice, if such director shall attend or otherwise participate in such meeting.

Section 7. Quorum

At all meetings of the Board, all of the directors then in office shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. No Written Consent

No action required or permitted to be taken at any meeting of the Board may be taken without a meeting. Without limiting the generality of the foregoing, no such action may be taken by written consent of the Board.

Section 9. Participation in Meetings by Conference Telephone

No director may participate in a meeting of the Board unless such director is present in person at the meeting except, if circumstances make in-person participation at the meeting impractical for any director, such director may participate in the meeting by means of conference telephone or similar

communications equipment by which all persons participating can hear each other provided that such director is in the United States of America at all times during the meeting and a majority of the directors constituting the Board are present in person at the meeting.

Section 10. Committees of Directors

The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee.

Any such committee, to the extent provided in the resolution of the Board or in this Agreement, shall have and may exercise all of the powers and authority of the Board and may authorize the seal of the Company, if any, to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters:

(i) approving or adopting, or recommending to the Shareholders, any action or matter expressly required by the Act to be submitted to Shareholders for approval or

(ii) adopting, amending or repealing any provision of the Company's Certificate of Formation or this Agreement. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. The provisions of Sections 4 through 9 of this Article V shall also apply to meetings of each committee as if the references in such provisions to the Board were instead references to such committee. Each committee shall keep regular minutes of its meetings and report the same to the Board when requested.

Section 11. Compensation of Directors

Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Directors may also be reimbursed by the Company for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Company in any other capacity and receiving compensation therefor.

ARTICLE VI - NOTICES

Section 1. Generally

Whenever, under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, notice is required to be given to any director or Shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or Shareholder, at such director's or Shareholder's address as it appears on the records of the Company,

with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile or telephone.

Section 2. Waiver

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII - OFFICERS AND REPRESENTATIVES

Section 1. Generally

The Board may at any time and from time to time appoint one or more persons who shall be referred to as “officers” or “representatives” of the Company to perform certain duties on behalf of the Company.

Section 2. Removal

Any officer or representative appointed by the Board may be removed at any time by the affirmative vote of the directors.

Section 3. Authorities and Duties

The officers and representatives of the Company shall have such authority and shall perform such duties, if any, as may be specified by the Board from time to time.

ARTICLE VIII - INDEMNIFICATION

Section 1. Limitation of Liability

Except as otherwise expressly provided by the Act,

(a) the debts, obligations and liabilities of the Company whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and

(b) no Shareholder, director, officer, representative, agent or employee of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, director, officer, representative, agent or employee of the Company.

Section 2. Exculpation

No Shareholder, director, officer, representative, agent or employee of the Company shall be liable to the Company or any other Shareholder, director, officer, representative, agent or employee of the Company for any loss, damage or claim incurred by reason of any act or omission of such Shareholder, director, officer, representative, agent or employee of the Company, except to the extent that such act or omission involved such person's fraud, gross negligence or willful misconduct.

Section 3. Indemnification

The Company shall, to the fullest extent permitted by the Act, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is or was, or has agreed to become, a Shareholder, director, officer, representative or employee of the Company, or is or was serving, or has agreed to serve, at the request of the Company, as a director, manager, officer, representative, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted by an Indemnitee in his, her or its capacity as a Shareholder, director, officer, representative or employee of the Company, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise. The right to indemnification conferred by this Article VIII shall be deemed to be a contract between the Company and each person referred to herein. The Company may, but shall not be obligated to, maintain insurance, at its expense, for its benefit in respect of such indemnification and that of any such person whether or not the Company would otherwise have the power to indemnify such person.

Section 4. Advances

Any person claiming indemnification within the scope of this Article VIII shall be entitled to advances from the Company for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 5. Procedure

On the request of any person requesting indemnification under this Article VIII, the Board or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board or such committee so directs or if the Board or such committee is not empowered by statute to make such determination.

Section 6. Other Rights

The indemnification and advancement of expenses provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of Shareholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director, officer or representative and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7. Modification

No amendment or repeal of any provision of this Article VIII shall alter, to the detriment of an Indemnitee, the right of such Indemnitee to the advancement of expenses or indemnification hereunder related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

ARTICLE IX - DISTRIBUTIONS

Section 1. Distributions

Distributions, if any, upon the Shares may be declared by the directors at any regular or special meeting, subject to the Certificate of Formation, this Agreement and the Act.

Subject to applicable law, distributions may only be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

Any such distribution shall be made to the holders of the Shares at the time of the declaration pro rata in proportion to the number of Shares held by each Shareholder.

Section 2. Reserves

Before payment of any distribution, there may be set aside out of any funds of the Company available for distribution such sum or sums as the Board, from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies or for working capital, capital expenditures or operating expenses, or for equalizing distributions, or for repairing or maintaining any property, or for such other purpose as the Board shall deem necessary or advisable, and the Board may modify or abolish any such reserve in the manner in which it was created.

Section 3. Distributions Upon Dissolution of the Company

Upon dissolution of the Company, the Board shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining fair value therefor, and shall apply and distribute the proceeds in the following order of priority:

(i) First, to the payment and discharge of all of the Company's debts, liabilities, and obligations, including the establishment of necessary reserves; and

(ii) Second, to the holders of the Shares *pro rata* in proportion to the number of Shares held by each Shareholder.

Section 4. Limitations on Distributions

Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Shareholder on account of its Shares if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE X - ACCOUNTING

The books of account of the Company shall be kept in the United States of America.

ARTICLE XI - TAXES

Within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to the holders of Shares such information, if any, with respect to the Company as may be necessary for the preparation of their federal, state, or local income tax or information returns, including a statement showing the Company's income, gain, loss, deduction, and credits for the fiscal year.

ARTICLE XII - BANK ACCOUNT AND EXECUTION OF INSTRUMENTS

Section 1. Corporate Contracts and Instruments

The Board, except as otherwise provided herein, may authorize any officer or officers, or representative or representatives, to enter into any contract or execute any instrument in the name of and on behalf of the Company. Unless so authorized or ratified by the Board, no officer, representative or employee shall have any power or authority to bind the Company by any contract or arrangement or to pledge its credit or to render it liable for any purpose or for any amount.

Without limiting the generality of the foregoing, checks or demands for money and notes of the Company shall be signed by such officer or officers or such representative or representatives as the Board may from time to time designate.

Section 2. Bank Accounts

All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Board of Directors shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and funds therein.

All checks, drafts, bills of exchange, acceptances, bonds, endorsements, notes or other obligations, or evidences of indebtedness of the Company, and all deeds, mortgages, indentures, bills of sale, conveyances, endorsements, assignments, transfers, stock powers or other instruments of transfer, contracts, agreements, dividend or other orders, powers of attorney, proxies, waivers, consents, returns, reports, certificates, demands, notices or documents, and other instruments or rights of any nature, may be signed, executed, verified, acknowledged and delivered by such persons (whether or not representatives or employees of the Company) and in such manners as from time to time may be determined by the Board of Directors.

ARTICLE XIII - GENERAL PROVISIONS

Section 1. Seal

The Board may adopt a seal and use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2. Rights of Creditors and Third Parties

This Agreement is entered into solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person.

Section 3. Entire Agreement

This Agreement constitutes the entire agreement of the Shareholders and the Board of Directors relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

Section 4. Consent to Jurisdiction

The parties to this Agreement thereby consent to the non-exclusive jurisdiction of the courts of the. State of Delaware in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the Company.

Section 5. Binding Effect

This Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees. If a Shareholder which is not a natural person is dissolved or terminated, the successor of such Shareholder shall be bound by the provisions of this Agreement.

Section 6. Governing Law; Severability

This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate of Formation or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

Section 7. Further Assurances

In connection with this Agreement and the transactions contemplated hereby, each Shareholder shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Board of Directors.

Section 8. Waiver of Certain Rights

Each Shareholder irrevocably waives any right it may have to maintain any action for dissolution of the Company, for an accounting, for appointment of a liquidator, or for partition of the property of the Company. The failure of any Shareholder to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Shareholder's right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

Section 9. Notice to Shareholders of Provisions of this Agreement

By executing this Agreement, each Shareholder acknowledges that such Shareholder has actual notice of all of the provisions of this Agreement. Each Shareholder hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Shareholder hereby waives any requirement that any further notice thereunder be given.

Section 10. Interpretation

Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

Section 12. Confidentiality

Each Shareholder agrees that at all times, including periods during which such Shareholder holds an interest in the Company and any period during which such Shareholder has ceased to hold an interest in the Company, such Shareholder will, and will direct the directors designated by it:

(a) to hold in strict confidence the terms and provisions of this Agreement; and

(b) to hold in strict confidence, and not use, any confidential or proprietary data or information obtained from the Company with respect to the Company's business or financial condition or otherwise except to the extent, in each case, that such information:

(i) becomes a matter of public record, is published in a newspaper, magazine or other periodical, or otherwise becomes available to the general public or generally known in the industry, other than as a result of any act or omission of such Shareholder or director;

(ii) becomes lawfully available to such Shareholder or director from a third party which has no duty of confidentiality with respect to such information;

(iii) is required to be disclosed under applicable law or judicial process or any exchange or other market on which securities of a Shareholder are traded, but only to the extent it must be disclosed, and provided that the Shareholder gives prompt notice of such requirement to the Company and the other Shareholders to enable the Company or such other Shareholders to seek an appropriate protective order; or

(iv) is necessary to be disclosed in order for such Shareholder or director to properly perform his duties under this Agreement.

ARTICLE XIV - AMENDMENTS

Except as otherwise provided the Act or the Certificate of Formation, this Agreement may be altered, amended or repealed, or a new operating agreement may be adopted, only by the affirmative vote of the holders of a majority of the then outstanding Shares.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be duly executed and delivered as of the date and year first above written.

CLIFFSTAR CORPORATION, as Sole Shareholder

By: /s/ Richard Star
Name: Richard Star
Title: Secretary

Exhibit 3.1(28)

FILE COPY

CERTIFICATE OF INCORPORATION

OF A PRIVATE LIMITED COMPANY

Company No. 5469377

The Registrar of Companies for England and Wales hereby certifies that HALLCO 1187 LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Cardiff, the 2nd June 2005

N05469377S

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

for the record

HC007B

FILE COPY

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

Company No. 5469377

The Registrar of Companies for England and Wales hereby certifies that HALLCO 1187 LIMITED

having by special resolution changed its name, is now incorporated under the name of COOKE BROS HOLDINGS LIMITED

Given at Companies House, Cardiff, the 24th November 2005

C05469377N

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

for the record

HC006B

Exhibit 3.1(29)

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

COOKE BROS HOLDINGS LIMITED

(the Company)

Incorporated on 2 June 2005

Adopted on 27 June 2013

INDEX TO THE ARTICLES

Registered Number: 05469377

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

COOKE BROS HOLDINGS LIMITED

PART1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

" **articles** " means the Company's articles of association.

" **bankruptcy** " includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

" **chairman** " has the meaning given in article 13.

" **chairman of the meeting** " has the meaning given in article 41.

" **Companies Acts** " means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

" **director** " means a director of the Company, and includes any person occupying the position of director, by whatever name called.

" **distribution recipient** " has the meaning given in article 33.

" **document** " includes, unless otherwise specified, any document sent or supplied in electronic form.

" **electronic form** " has the meaning given in section 1168 of the Companies Act 2006.

" **fully paid** " in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

" **hard copy form** " has the meaning given in section 1168 of the Companies Act 2006.

" **holder** " in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

“ **instrument** ” means a document in hard copy form

“ **Model Articles** ” means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

“ **ordinary resolution** ” has the meaning given in section 282 of the Companies Act 2006

“ **paid** ” means paid or credited as paid.

“ **participate** ”, in relation to a directors’ meeting, has the meaning given in article 10.

“ **proxy notice** ” has the meaning given in article 47.

“ **shareholder** ” means a person who is the holder of a share.

“ **shares** ” means shares in the Company.

“ **special resolution** ” has the meaning given in section 283 of the Companies Act 2006.

“ **subsidiary** ” has the meaning given in section 1159 of the Companies Act 2006.

“ **transmittee** ” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

“ **writing** ” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

4 DIRECTORS’ GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney); (c)

to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate: (a)

its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest **("Conflict").**

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b)

a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine: (a)

for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may: (a)

take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors, (b)

general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART3

SHARES AND DISTRIBUTIONS
SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued; (b)

the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is: (a)

damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not: (a)

shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a **"proxy notice")** which: (a)

states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART5 ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is: (a)

any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a **"relevant director"** means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a **"relevant director"** means any director or former director of the Company or an associated company;

(b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

DUPLICATE FOR THE FILE.

No. 237226

Certificate of Incorporation

I Hereby Certify,

That

COOKE BROS. (TATTENHALL), LIMITED

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this sixteenth day of February One Thousand Nine Hundred and Twenty Nine.

Registrar of Joint Stock Companies.

Certificate received by

Date

Exhibit 3.1(31)

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

COOKE BROS. (TATTENHALL), LIMITED

(the Company)

Incorporated on 16 February 1929

Adopted on 27 June 2013

INDEX TO THE ARTICLES

Registered Number: 00237226

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

COOKE BROS. (TATTENHAL), LIMITED

PART1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

"articles" means the Company's articles of association.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 41.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"distribution recipient" has the meaning given in article 33.

"document" includes, unless otherwise specified, any document sent or supplied in electronic form.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006.

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006.

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

"instrument" means a document in hard copy form

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"paid" means paid or credited as paid.

"participate", in relation to a directors' meeting, has the meaning given in article 10.

"proxy notice" has the meaning given in article 47. **"shareholder"**

means a person who is the holder of a share. **"shares"** means

shares in the Company.

"special resolution" has the meaning given in section 283 of the Companies Act 2006.

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney); (c)

to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate: (a)

its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest **("Conflict").**

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b)

a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine: (a)

for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may: (a)

take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors, (b)

general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART3

SHARES AND DISTRIBUTIONS
SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued; (b)

the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is: (a)

damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not: (a)

shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a " **proxy notice** ") which: (a)

states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART5 ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is: (a)

any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a " **relevant director** " means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a " **relevant director** " means any director or former director of the Company or an associated company;

(b) a " **relevant loss** " means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Cott Acquisition LLC, a Delaware limited liability company (the " **Company** "), and Cott Acquisition Limited, a company organized under the laws of the United Kingdom and Cott U.S. Acquisition LLC, a Delaware limited liability company, who together own 100% of the Shares of the Company (the " **Shareholders** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Limited Liability Company Agreement of the Company dated as of August 11, 2010 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires the affirmative vote of the holders of a majority of the outstanding Shares of the Company.

NOW, THEREFORE, BE IT RESOLVED , that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 Replace Article III, Section 4 of the LLC Agreement in its entirety with the following:

Section 4. Transferability of Shares

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares and the Company shall not be required to recognize any such transfer until each Shareholder consents; provided, that, notwithstanding the foregoing, §18-702 or §18-704 of the Act or anything else in this Agreement or the Act to the contrary and without the consent of the other Shareholders:

(a) A Shareholder may grant a security interest in or against any Shares or any and all rights and privileges related to the Shares and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which a Shareholder has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any

Shareholder gives, or purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include membership interests in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Shares and to exercise voting or consensual rights (with or without the transfer of Shares) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement:

(i) cause any Shareholder to cease to be, or have the power to exercise any rights or powers of, a Shareholder; or

(ii) impose any liability on any Secured Party solely as a result of the Pledge.

(d) A person or entity that acquires Shares or Rights from a Shareholder pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a Shareholder of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Shareholder. An Assignee that becomes a Shareholder of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Shareholder. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Act.

Each Shareholder hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Shareholders.

2. No Further Amendment . Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

COTT ACQUISITION LIMITED

By: /s/ Jay Wells
Name: Jay Wells
Title: Director

COTT U.S. ACQUISITION LLC

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Treasurer

[Signature Page to Amendment No. 1 to LLC Agreement]

COTT ACQUISITION LLC
LIMITED LIABILITY COMPANY AGREEMENT

This limited liability company agreement (this "Agreement") of Cott Acquisition LLC, a Delaware limited liability company (the "Company"), dated as of August 11, 2010 (the "Effective Date") is made by Cott Acquisition Limited, a company organized under the laws of the United Kingdom, and Cott U.S. Acquisition LLC, a company organized under the laws of Delaware, who together own 100% of the Shares (as hereinafter defined) of the Company. This Agreement shall be effective as of the Effective Date.

ARTICLE I - FORMATION AND PURPOSE

Section 1. Organization

Cott Acquisition Limited and Cott U.S. Acquisition LLC have formed a limited liability company known as Cott Acquisition LLC, a limited liability company organized under the Delaware Limited Liability Company Act, 18 Del. Code. §18-101, *et seq* ., as amended from time to time (the "Act"), for the purposes set forth herein by causing the execution, delivery and filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of Delaware effective as of July 30, 2010.

The Certificate may be restated by the Board of Directors as provided in the Act or amended by the Board of Directors with respect to the address of the registered office of the Company in the State of Delaware and the name and address of its registered agent in the State of Delaware or to make corrections required by the Act. Other additions to or amendments of the Certificate shall be authorized by the Shareholders as provided herein. The Board of Directors shall deliver a copy of the Certificate to any Shareholder who so requests.

Section 2. Term

The life of the Company shall be perpetual, unless sooner terminated pursuant to the provisions of this Agreement or as provided by law.

Section 3. Fiscal Year

The annual accounting period of the Company shall be its taxable, or fiscal, year. The Company's taxable, or fiscal, year shall be selected by the Board of Directors, subject to the requirements and limitations of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, from time to time as the needs of the Company's business require.

Section 4. Purpose

The principal business activity and purposes of the Company shall initially be to engage in any lawful business, purpose or activity permitted by the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Shareholders or directors responsible for the liabilities of the Company.

Section 5. Registered Office

The registered office of the Company shall be Registered Agent Solutions, Inc., 32 W. Loockerman Street, Suite 201, Dover, Delaware 19904. The Company may also have offices at such other places outside the United States of America as the Board (as hereinafter defined) may from time to time determine or the business of the Company may require.

Section 6. Qualification in Other Jurisdictions

The Board of Directors shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation, the appointment of agents for service of process in such jurisdictions.

ARTICLE II - SHARES

Section 1. Shares

The Company is authorized to issue an unlimited number of Shares of common interests (the "Shares"). Each holder of Shares is referred to herein as a "Shareholder." Fractions of a Share may be created and issued. The rights, preferences, privileges and restrictions granted to and imposed upon the Shares shall be as provided herein. The directors of the Company may, at any time and from time to time, authorize the Company to issue, or take subscriptions for, Shares.

Except as otherwise provided in this Agreement, as it may be amended from time to time,

(a) all Shares are identical in all respects and entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations, and restrictions, and

(b) the holder of each Share shall have the right to one vote per Share on each matter submitted to a vote of the Shareholders.

Section 2. Certificates of Shares

The ownership of Shares shall be evidenced by certificates. Each Shareholder shall be entitled to a certificate representing such Shareholder's Shares in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the Chairman or Vice Chairman of the Board of Directors. Such signatures may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he were such officer, transfer agent or registrar at the time of its issue.

The certificates of shares of the Company shall be numbered and shall be entered in the books of the Company as they are issued. They shall exhibit the holder's name and the number of shares, shall be signed by the Chairman or Vice Chairman of the Board of Directors and shall bear the Company seal, if any. Unless otherwise determined by the Board of Directors, one (1) share shall be issued to

each Shareholder for each dollar (US$1.00) of share capital contributed to the Company. The Company shall issue share certificates to all initial Shareholders, any Shareholders later admitted, and to any Shareholder contributing additional capital to the Company.

The Company shall keep a register of its Shareholders at its principal offices (or such other location as may be required by the Act), or at any other office designated by the Board of Directors. There shall be entered on such register, at any time of the issuance of each share, the number of the certificate issued, the kind of certificate issued, the name, address, and other contact information of the person owning the shares represented thereby, the number of such shares, and the date of issuance thereof. Every certificate exchanged or returned to the Company shall be marked “cancelled” with the date of cancellation.

Each Shareholder of the Company has the right, subject to such reasonable standards (including standards governing what information and documents are to be furnished at what time and location and at whose expense) as may be set forth herein or as may be established by the Board of Directors, to obtain copies of books and records, tax returns, shareholder lists, organizational documents, capital contribution statements, and other information related to the status of the business from the Company from time to time upon reasonable demand for any purpose reasonably related to the Shareholder’s interest as a Shareholder of the Company, but only during the Company’s normal business hours.

Section 3. Lost or Destroyed Certificates

The holder of any shares of the Company shall immediately notify the Company of any loss or destruction of any certificate issued to him. The Company may issue a new certificate in the place of any certificate theretofore issued by it alleged to have been lost or destroyed, and the Board of Directors may require the owner of the lost or destroyed certificate, or his legal representatives, to give the Company a bond in such sum as the Board of Directors may direct, and with such surety or sureties as may be satisfactory to the Board of Directors, to indemnify the Company against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

A new certificate may be issued without requiring any bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 4. Record Date

The Board of Directors may set a record date for a stated period for the purpose of making any proper determination with respect to Shareholders, including which Shareholders are entitled to notice of a meeting, vote at a meeting, receive a distribution, or be allotted other rights.

The record date may not be prior to the close of business on the day the record date is fixed. The record date shall not be more than ninety (90) days before the date on which the action requiring the determination will be taken. In the case of a meeting of Shareholders, the record date shall be at least ten (10) days before the date of the meeting.

ARTICLE III - MEMBERSHIP AND TRANSFERABILITY

Section 1. Shareholders

For the purpose of this Agreement the term “Shareholder” shall mean a “Member” as defined under Section 18-101(11) of the Delaware Limited Liability Company Act, 6 Del. C. Sections 18-101 et seq. (the “Act”)

As of the Effective Date, the Company has one hundred (100) Shares issued and outstanding and such Shares are held by Cott Acquisition Limited (85 Shares) and Cott U.S. Acquisition LLC (15 Shares). In consequence, as of the Effective Date, Cott Acquisition Limited and Cott U.S. Acquisition LLC are together the holders of 100% of the ownership interest in the profits and losses of the Company, have the right to receive any and all distributions from the Company, have the right to vote on and approve actions and decisions reserved to the Shareholders under this Agreement or the Act and have the right to any and all other benefits to which Shareholders of a limited liability company may be entitled under this Agreement or the Act, each according to their relative ownership interest.

No person may become a Shareholder of the Company unless he, she or it holds Shares, and no person who acquires a previously outstanding Share or Shares in accordance with this Agreement shall be a Shareholder of the Company within the meaning of the Act unless such Share or Shares are acquired in compliance with the provisions of this Article III. When any person is admitted as a Shareholder or ceases to be a Shareholder, the Board shall prepare an Annex to this Agreement describing the then-current membership of the Company.

Section 2. Substitute Shareholders

No Shareholder shall have the right to designate an assignee of Shares as a substitute Shareholder. No assignee of Shares shall have the rights, powers and obligations of a Shareholder under this Agreement (including, without limitation, any right to vote on any matter) unless each Shareholder consents to the admission of the proposed assignee as a Shareholder or the proposed assignee receives 100% of the outstanding Shares of the Company. An assignment of a Share entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled to the extent assigned.

Section 3. Termination of Membership

A Shareholder ceases to be a Shareholder and to have the power to exercise any rights or powers of a Shareholder upon assignment of all of his, her or its Shares. The pledge of, or granting of, a security interest, lien or other encumbrance in or against, any or all of the Shares shall, by itself, not cause the Shareholder to cease to be a Shareholder or cease to have the power to exercise any rights or powers of a Shareholder.

Section 4. Transferability

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares. The Company shall not be required to recognize any such transfer until each Shareholder consents.

ARTICLE IV - MEETINGS OF SHAREHOLDERS

Section 1. Time and Place of Meetings

All meetings of the Shareholders for the election of directors or for any other purpose shall be held at such time and place, within or outside the United States of America, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings

Annual meetings of Shareholders shall be held at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting, at which meeting the Shareholders shall elect the directors, and transact such other matters as may properly be brought before the meeting. Failure to hold an annual meeting shall not have any adverse effect on the Company or its ability to conduct business.

Section 3. Notice of Annual Meetings

Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each Shareholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 4. Special Meetings

Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Formation shall be called at the request in writing of a majority of the directors, or at the request in writing of Shareholders owning a majority of the Shares entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and shall be delivered to the Board of Directors, which shall set the record date and the date of the special meeting.

Section 5. Notice of Special Meetings

Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each Shareholder entitled to vote at such meeting.

Section 6. Quorum

The holders of a majority of the Shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by the Act or by the Certificate of Formation. The Shareholders present at a meeting at which a quorum is present may continue to do business until the meeting is concluded, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 7. Action by Shareholders

When a quorum is present at any meeting, the vote of the holders of a majority of the Shares having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of this Agreement, the Act, or of the Certificate of Formation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. Written Action

Any action required to be taken at any annual or special meeting of Shareholders of the Company, or any action which may be taken at any annual or special meeting of such Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of Shares having not less than the minimum amount that would be necessary to authorize or take such action at a meeting at which all interests in the Company entitled to vote thereon were present and voted.

ARTICLE V - DIRECTORS

Section 1. Management of the Company

The business and affairs of the Company shall be managed under the direction of its Board of Directors (the "Board"), which may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Certificate of Formation or by this Agreement directed or required to be exercised or done by the Shareholders.

For all purposes, the directors constituting the Board shall have the powers, duties, rights and responsibilities, and, for all statutory purposes, be deemed "Managers" in accordance with Section 18-402 of the Act. Each member of the Board shall have one vote on each matter submitted to the vote of the Board.

A Shareholder, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company, and shall not have any right or authority to act for or bind the Company.

Section 2. Number and Term

The number of directors of the Company shall be such number as shall be designated from time to time by resolution of the Board and initially shall be one (1). Each director (including any interim director chosen by the Board in accordance with Section 3 of this Article V) shall be a natural person and a majority of the directors (including any such interim director) constituting the Board at any time and from time to time must have their primary residences in the United States of America. The directors shall be elected at the annual meeting of the Shareholders, except as provided in Section 3 of this Article V.

Marni Morgan Poe is hereby elected as the initial director.

Each director elected shall hold office for a term of one year and shall serve until his/her successor is elected and qualified or until his/her death, resignation or removal. Any director may be removed from the Board at any time by the vote of the holders of a majority of the Shares then outstanding.

Section 3. Vacancies and New Directorships

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a vote of the holders of a majority of the Shares then outstanding, and any director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced.

Section 4. Place of Meetings

The Board may hold meetings, both regular and special, at any place within or outside the State of Delaware, except that no such meeting may be held at any place outside the United States of America.

Section 5. Regular Meetings

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 6. Special Meetings

Special meetings of the Board may be called on the written request of two directors, upon providing one day's notice to each director personally or by telephone or ten days notice by mail. A director shall waive failure to give notice, if such director shall attend or otherwise participate in such meeting.

Section 7. Quorum

At all meetings of the Board, all of the directors then in office shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. No Written Action

No action required or permitted to be taken at any meeting of the Board may be taken without a meeting. Without limiting the generality of the foregoing, no such action may be taken by written consent of the Board.

Section 9. Participation in Meetings by Conference Telephone

No director may participate in a meeting of the Board unless such director is present in person at the meeting except, if circumstances make in-person participation at the meeting impractical for any director, such director may participate in the meeting by means of conference telephone or similar communications equipment by which all persons participating can hear each other provided that such director is in the United States of America at all times during the meeting and a majority of the directors constituting the Board are present in person at the meeting.

Section 10. Committees of Directors

The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee.

Any such committee, to the extent provided in the resolution of the Board or in this Agreement, shall have and may exercise all of the powers and authority of the Board and may authorize the seal of the Company, if any, to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters:

(i) approving or adopting, or recommending to the Shareholders, any action or matter expressly required by the Act to be submitted to Shareholders for approval or

(ii) adopting, amending or repealing any provision of the Company's Certificate of Formation or this Agreement. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. The provisions of Sections 4 through 9 of this Article V shall also apply to meetings of each committee as if the references in such provisions to the Board were instead references to such committee. Each committee shall keep regular minutes of its meetings and report the same to the Board when requested.

Section 11. Compensation of Directors

Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Directors may also be reimbursed by the Company for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Company in any other capacity and receiving compensation therefor.

ARTICLE VI - NOTICES

Section 1. Generally

Whenever, under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, notice is required to be given to any director or Shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or Shareholder, at such director's or Shareholder's address as it appears on the records of the Company, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile or telephone.

Section 2. Waiver

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII - OFFICERS AND REPRESENTATIVES

Section 1. Generally

The Board may at any time and from time to time appoint one or more persons who shall be referred to as “officers” or “representatives” of the Company to perform certain duties on behalf of the Company.

Section 2. Removal

Any officer or representative appointed by the Board may be removed at any time by the affirmative vote of the directors.

Section 3. Authorities and Duties

The officers and representatives of the Company shall have such authority and shall perform such duties, if any, as may be specified by the Board from time to time.

ARTICLE VIII - INDEMNIFICATION

Section 1. Limitation of Liability

Except as otherwise expressly provided by the Act,

(a) the debts, obligations and liabilities of the Company whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and

(b) no Shareholder, director, officer, representative, agent or employee of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, director, officer, representative, agent or employee of the Company.

Section 2. Exculpation

No Shareholder, director, officer, representative, agent or employee of the Company shall be liable to the Company or any other Shareholder, director, officer, representative, agent or employee of the Company for any loss, damage or claim incurred by reason of any act or omission of such Shareholder, director, officer, representative, agent or employee of the Company, except to the extent that such act or omission involved such person’s fraud, gross negligence or willful misconduct.

Section 3. Indemnification

The Company shall, to the fullest extent permitted by the Act, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is or was, or has agreed to become, a Shareholder, director, officer, representative or employee of the Company, or is or was serving, or has agreed to serve, at the request of the Company, as a director, manager, officer, representative, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted by an Indemnitee in his, her or its capacity as a Shareholder, director, officer, representative or employee of the Company, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise. The right to indemnification conferred by this Article VIII shall be deemed to be a contract between the Company and each person referred to herein. The Company may, but shall not be obligated to, maintain insurance, at its expense, for its benefit in respect of such indemnification and that of any such person whether or not the Company would otherwise have the power to indemnify such person.

Section 4. Advances

Any person claiming indemnification within the scope of this Article VIII shall be entitled to advances from the Company for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 5. Procedure

On the request of any person requesting indemnification under this Article VIII, the Board or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board or such committee so directs or if the Board or such committee is not empowered by statute to make such determination.

Section 6. Other Rights

The indemnification and advancement of expenses provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of Shareholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director, officer or representative and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7. Modification

No amendment or repeal of any provision of this Article VIII shall alter, to the detriment of an Indemnitee, the right of such Indemnitee to the advancement of expenses or indemnification hereunder related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

ARTICLE IX - DISTRIBUTIONS

Section 1. Distributions

Distributions, if any, upon the Shares may be declared by the directors at any regular or special meeting, subject to the Certificate of Formation, this Agreement and the Act.

Subject to applicable law, distributions may only be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

Any such distribution shall be made to the holders of the Shares at the time of the declaration pro rata in proportion to the number of Shares held by each Shareholder.

Section 2. Reserves

Before payment of any distribution, there may be set aside out of any funds of the Company available for distribution such sum or sums as the Board, from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies or for working capital, capital expenditures or operating expenses, or for equalizing distributions, or for repairing or maintaining any property, or for such other purpose as the Board shall deem necessary or advisable, and the Board may modify or abolish any such reserve in the manner in which it was created.

Section 3. Distributions Upon Dissolution of the Company

Upon dissolution of the Company, the Board shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining fair value therefor, and shall apply and distribute the proceeds in the following order of priority:

(i) First, to the payment and discharge of all of the Company's debts, liabilities, and obligations, including the establishment of necessary reserves; and

(ii) Second, to the holders of the Shares *pro rata* in proportion to the number of Shares held by each Shareholder.

Section 4. Limitations on Distributions

Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Shareholder on account of its Shares if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE X - ACCOUNTING

The books of account of the Company shall be kept in the United States of America.

ARTICLE XI - TAXES

Within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to the holders of Shares such information, if any, with respect to the Company as may be necessary for the preparation of their federal, state, or local income tax or information returns, including a statement showing the Company's income, gain, loss, deduction, and credits for the fiscal year.

ARTICLE XII - BANK ACCOUNT AND EXECUTION OF INSTRUMENTS

Section 1. Corporate Contracts and Instruments

The Board, except as otherwise provided herein, may authorize any officer or officers, or representative or representatives, to enter into any contract or execute any instrument in the name of and on behalf of the Company. Unless so authorized or ratified by the Board, no officer, representative or employee shall have any power or authority to bind the Company by any contract or arrangement or to pledge its credit or to render it liable for any purpose or for any amount.

Without limiting the generality of the foregoing, checks or demands for money and notes of the Company shall be signed by such officer or officers or such representative or representatives as the Board may from time to time designate.

Section 2. Bank Accounts

All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Board of Directors shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and funds therein.

All checks, drafts, bills of exchange, acceptances, bonds, endorsements, notes or other obligations, or evidences of indebtedness of the Company, and all deeds, mortgages, indentures, bills of sale, conveyances, endorsements, assignments, transfers, stock powers or other instruments of transfer, contracts, agreements, dividend or other orders, powers of attorney, proxies, waivers, consents, returns, reports, certificates, demands, notices or documents, and other instruments or rights of any nature, may be signed, executed, verified, acknowledged and delivered by such persons (whether or not representatives or employees of the Company) and in such manners as from time to time may be determined by the Board of Directors.

ARTICLE XIII - GENERAL PROVISIONS

Section 1. Seal

The Board may adopt a seal and use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2. Rights of Creditors and Third Parties

This Agreement is entered into solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person.

Section 3. Entire Agreement

This Agreement constitutes the entire agreement of the Shareholders and the Board of Directors relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

Section 4. Consent to Jurisdiction

The parties to this Agreement thereby consent to the non exclusive jurisdiction of the courts of the State of Delaware in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the Company.

Section 5. Binding Effect

This Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees. If a Shareholder which is not a natural person is dissolved or terminated, the successor of such Shareholder shall be bound by the provisions of this Agreement.

Section 6. Governing Law; Severability

This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict of laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate of Formation or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

Section 7. Further Assurances

In connection with this Agreement and the transactions contemplated hereby, each Shareholder shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Board of Directors.

Section 8. Waiver of Certain Rights

Each Shareholder irrevocably waives any right it may have to maintain any action for dissolution of the Company, for an accounting, for appointment of a liquidator, or for partition of the property of the Company. The failure of any Shareholder to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Shareholder’s right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

Section 9. Notice to Shareholders of Provisions of this Agreement

By executing this Agreement, each Shareholder acknowledges that such Shareholder has actual notice of all of the provisions of this Agreement. Each Shareholder hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Shareholder hereby waives any requirement that any further notice thereunder be given.

Section 10. Interpretation

Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

Section 12. Confidentiality

Each Shareholder agrees that at all times, including periods during which such Shareholder holds an interest in the Company and any period during which such Shareholder has ceased to hold an interest in the Company, such Shareholder will, and will direct the directors designated by it:

(a) to hold in strict confidence the terms and provisions of this Agreement; and

(b) to hold in strict confidence, and not use, any confidential or proprietary data or information obtained from the Company with respect to the Company's business or financial condition or otherwise except to the extent, in each case, that such information:

(i) becomes a matter of public record, is published in a newspaper, magazine or other periodical, or otherwise becomes available to the general public or generally known in the industry, other than as a result of any act or omission of such Shareholder or director;

(ii) becomes lawfully available to such Shareholder or director from a third party which has no duty of confidentiality with respect to such information;

(iii) is required to be disclosed under applicable law or judicial process or any exchange or other market on which securities of a Shareholder are traded, but only to the extent it must be disclosed, and provided that the Shareholder gives prompt notice of such requirement to the Company and the other Shareholders to enable the Company or such other Shareholders to seek an appropriate protective order; or

(iv) is necessary to be disclosed in order for such Shareholder or director to properly perform his duties under this Agreement.

ARTICLE XIV - AMENDMENTS

Except as otherwise provided the Act or the Certificate of Formation, this Agreement may be altered, amended or repealed, or a new operating agreement may be adopted, only by the affirmative vote of the holders of a majority of the then outstanding Shares.

IN WITNESS WHEREOF, the undersigned have caused this Limited Liability Company Agreement to be duly executed and delivered as of the date and year first above written.

COTT ACQUISITION LIMITED

By: _____
Name:
Title:

COTT U.S. ACQUISITION LLC

By: _____
Name:
Title:

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number. 8445074

The Registrar of Companies for England and Wales, hereby certifies that

COTT DEVELOPMENTS LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on 14th March 2013.

THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Companies House
for the record

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

Exhibit 3.1(41)

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

COTT DEVELOPMENTS LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share each.

Name of each subscriber	Authentication by each subscriber
COTT BEVERAGES LIMITED	Electronic

Dated: 14 March 2013

INDEX TO THE ARTICLES

Registered Number:

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

COTT DEVELOPMENTS LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

"articles" means the Company's articles of association.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 41.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"distribution recipient" has the meaning given in article 33.

"document" includes, unless otherwise specified, any document sent or supplied in electronic form.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006.

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006.

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

"instrument" means a document in hard copy form

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"paid" means paid or credited as paid.

"participate" , in relation to a directors' meeting, has the meaning given in article 10.

"proxy notice" has the meaning given in article 47.

"shareholder" means a person who is the holder of a share.

"shares" means shares in the Company.

"special resolution" has the meaning given in section 283 of the Companies Act 2006.

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest **("Conflict").**

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine:

(a) for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may:

(a) take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors,

(b) general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS
SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued;

(b) the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is:

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not:

(a) shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a **" proxy notice ")** which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is:

(a) any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a **"relevant director"** means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a **"relevant director"** means any director or former director of the Company or an associated company;

(b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Exhibit 3.1(44)

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

COTT HOLDINGS INC.

The undersigned, does hereby certify that Cott Holdings Inc. was incorporated in the State of Delaware on August 10, 2010, as Cott Holdings Inc., and that this Second Amended and Restated Certificate of Incorporation was adopted in accordance with the provisions of Sections 242 and 245 of the Delaware General Corporation Law.

I. The name of the Company is Cott Holdings Inc.

II. The address of the registered office of the Company in the State of Delaware is: c/o Registered Agent Solutions, Inc., 32 W. Loockerman Street, Suite 201, Dover, Delaware 19904. The name of its registered agent at such address is Registered Agent Solutions, Inc. The registered agent office is located in Kent County.

III. The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the *Delaware General Corporation Law* (the "DGCL").

IV. The aggregate number of shares that the Company shall have authority to issue is 4,345 shares, consisting of 745 common shares, no par value, and 3,600 preferred shares, no par value, of which 1,000 shall be designated as "Class A-1 Preferred Shares," 2,500 shall be designated as "Class A Preferred Shares," 50 shall be designated as "Class B Preferred Shares" and 50 shall be designated as "Class C Preferred Shares." The rights, preferences, privileges, restrictions and other matters relating to the authorized capital of the Company are as follows:

COMMON SHARES

1. *Voting Rights* : Each holder of Common Shares shall be entitled to receive notice of and to attend all meetings of stockholders of the Company and to vote thereat, except meetings at which only holders of a specified class of shares (other than Common Shares) or specified series of shares are entitled to vote. At all meetings of which notice must be given to the holders of the Common Shares, each holder of Common Shares shall be entitled to one vote in respect of each Common Share.

2. *Dividends* : The holders of the Common Shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, to receive any dividend declared by the Company. No dividends shall be paid on the Common Shares where to do such would violate applicable law or reduce the amount by which the realizable value of the assets of the Company exceeds its liabilities to an amount less than the aggregate of the Redemption Price (as defined below) of the outstanding Class A-1 Preferred Shares, the Redemption Price (as defined below) of the outstanding Class A Preferred Shares, the Redemption Price (as defined below) of the outstanding Class B Preferred Shares and the Liquidation Amount (as defined below) of the outstanding Class C Preferred Shares.

3. *Rights on Dissolution* : The holders of the Common Shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, to receive the remaining property of the Company on a liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary.

CLASS A-1 PREFERRED SHARES

1. *Ranking* : The Class A-1 Preferred Shares shall rank senior to any other shares of the Company in respect of repayment of capital and as otherwise provided.

2. *Dividends* : The holders of the Class A-1 Preferred Shares shall be entitled to receive, in priority to the holders of the Common Shares, the Class A Preferred Shares, the Class B Preferred Shares, the Class C Preferred Shares or any other class of shares of the Company ranking junior to such Class A-1 Preferred Shares, and the Company shall pay thereon, as and when declared by the directors of the Company out of the moneys of the Company properly applicable to the payment of dividends, fixed preferential, dividends at 10.5% per annum calculated on the Redemption Amount thereof (as hereafter defined). The dividends shall accrue from day to day, whether or not declared, and shall be cumulative. The holders of the Class A-1 Preferred Shares shall not be entitled to any dividend other than or in excess of the dividend herein provided for.

3. *No Voting Rights* : Except as provided in the DGCL, the holders of the Class A-1 Preferred Shares shall not, as such, be entitled to receive notice of or to attend or vote at meetings of the stockholders of the Company.

4. *Rights on Dissolution* : In the event of the liquidation, dissolution or winding-up of the Company whether voluntary or involuntary, the holders of the Class A-1 Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Company among the holders of the Common Shares, the Class A Preferred Shares, the Class B Preferred Shares, the Class C Preferred Shares and any other class of shares of the Company ranking junior to the Class A-1 Preferred Shares, an amount equal to the Redemption Amount of the Class A-1 Preferred Shares held, together with any dividends declared but unpaid upon such shares, and no more.

5. *Redemption at the Option of the Company:* Subject to the applicable provisions of the DGCL, the Company shall, at its option, be entitled to redeem at any time or times after July 8, 2019 all or any part of the Class A-1 Preferred Shares registered in the name of any holder of any such Class A-1 Preferred Shares on the books of the Company with or without the consent of such holder by giving notice in writing to such holder specifying:

(a) that the Company desires to redeem all or any part of the Class A-1 Preferred Shares registered in the name of such holder; and

(b) if part only of the Class A-1 Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and

(c) the business day (in this paragraph referred to as the “Redemption Date”) on which the Company desires to redeem such Class A-1 Preferred Shares (the notice shall specify a Redemption Date which shall not be less than 30 days after the date on which the notice is given by the Company or such shorter period of time as the Company and the holder of any such Class A-1 Preferred Shares may agree); and

(d) the place of redemption.

The Company shall, on the Redemption Date, redeem such Class A-1 Preferred Shares by paying to the holder(s) thereof, or distributing properties the value of which is equal to, the Redemption Amount thereof together with any dividends declared but unpaid upon such shares (which amount shall be, when such term is used in connection with the Class A-1 Preferred Shares, the "Redemption Price") on presentation and surrender of the certificate(s) for the Class A-1 Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class A-1 Preferred Shares shall thereupon be cancelled and the Class A-1 Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a check payable in the amount of the aggregate Redemption Price for the Class A-1 Preferred Shares to be redeemed, or physical possession and evidence of title of property being distributed, or payment by such other method as may be acceptable to the holder. From and after the Redemption Date the holder thereof shall not be entitled to exercise any of the rights of holders of Class A-1 Preferred Shares in respect thereof unless payment of such Redemption Price is not made on the Redemption Date, in which case the rights of the holder of such Class A-1 Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

Where at any time some but not all of the Class A-1 Preferred Shares are to be redeemed the Class A-1 Preferred Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Class A-1 Preferred Shares registered in the name of each holder, or in such other manner as the board of directors determines.

6. *Redemption at the Option of the Holder (Retraction)* : Subject to the applicable provisions of the DGCL, the Company shall, at the option of a holder of Class A-1 Preferred Shares, redeem at any time or times after July 8, 2019 all or any part of the Class A-1 Preferred Shares registered in the name of such holder of Class A-1 Preferred Shares on the books of the Company upon receiving notice from such holder specifying:

(a) that such holder desires to have redeemed all or any part of the Class A-1 Preferred Shares registered in the name of such holder; and

(b) if part only of the Class A-1 Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and

(c) the business day (in this paragraph referred to as the "Redemption Date") on which the holder desires the Company to redeem such Class A-1 Preferred Shares (the notice shall specify a Redemption Date which shall not be less than 30 days after the date on which the notice is given by the holder or such shorter period of time as the Company and the holder of such Class A-1 Preferred Shares may agree).

The Company shall, on the Redemption Date, redeem such Class A-1 Preferred Shares by paying to the holder thereof, or distributing properties the value of which is equal to, the Redemption Price for each such Class A-1 Preferred Share to be redeemed on presentation and

surrender of the certificate(s) for the Class A-1 Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class A-1 Preferred Shares shall thereupon be cancelled and the Class A-1 Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a check payable in the amount of the aggregate Redemption Price for the Class A-1 Preferred Shares to be redeemed, or physical possession and evidence of title of property being distributed, or payment by such other method as may be acceptable to the holder. From and after the Redemption Date the holder thereof shall not be entitled to exercise any of the rights of holders of Class A-1 Preferred Shares in respect thereof unless payment of such Redemption Price is not made on the Redemption Date, in which case the rights of the holder of such Class A-1 Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

7. *Definitions* . With respect to the Class A-1 Preferred Shares (and only with respect to the Class A-1 Preferred Shares), the following terms shall have the meaning ascribed to them below:

(a) “Net Fair Market Value” with respect to the Purchased Assets or other property shall mean the fair market value as of the Transfer Date of the Purchased Assets or other property, as agreed to by the Company and the transferor of the Purchased Assets or other property (collectively the “Parties”) on the Transfer Date.

(b) “Purchased Assets” means any assets transferred to the Company (including any indebtedness of the Company satisfied or otherwise dealt with) in consideration for the issuance of Class A-1 Preferred Shares and the payment of any non-share consideration.

(c) “Redemption Amount” means the quotient obtained by dividing (i) the sum of any cash consideration for the Class A-1 Preferred Shares and the Net Fair Market Value of the Purchased Assets less any non-share consideration given by the Company to the person transferring the Purchased Assets by (ii) the number of Class A-1 Preferred Shares issued as full or partial consideration for such cash or the Purchased Assets, provided that if subsequent to any determination of the Net Fair Market Value of the Purchased Assets or non-share consideration, the Parties shall agree, or any taxing authority, shall assert by assessment, reassessment or otherwise, within the time period prescribed by applicable legislation, for such action, that the Net Fair Market Value of such Purchased Assets or non-share consideration on the Transfer Date was greater or less than the amount determined, then the Redemption Amount of each Class A-1 Preferred Share shall be deemed to be and always to have been the amount as may be finally determined by agreement of the Parties or by agreement among the particular taxing authority and the Parties to have been the Net Fair Market Value of the Purchased Assets and the non-share consideration, as the case may be, on the Transfer Date, or in the absence of such determination, such amount as shall be finally determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken) to have been the Net Fair Market Value on the Transfer Date.

If Class A-1 Preferred Shares are issued on more than one Transfer Date, the Redemption Amount shall be determined based only upon the shares issued, and consideration received therefor, on the first Transfer Date.

The Redemption Amount of each Class A-1 Preferred Share so adjusted shall be deemed retroactively to the Transfer Date to have been its Redemption Amount; and in the event that any of such Class A-1 Preferred Shares have been redeemed prior to the date the Net Fair Market Value of the Purchased Assets is ultimately determined as provided herein, a cash or property settlement in the amount or value of any such adjustment shall be made by the holder of Class A-1 Preferred Shares, or the Company, as the case may be.

The Redemption Amount shall also be adjusted in the event of any return of capital or other amendment to the capital of the Company so that the economic value of the Class A-1 Preferred Shares, less any amount of capital returned to the holders thereof, remains constant so near as may be. Any resolution of the directors of the Company determining the adjusted Redemption Amount shall be constant subject to further adjustment.

(d) "Transfer Date" means the date of transfer to the Company of Purchased Assets or payment of money in consideration for the issue of Class A-1 Preferred Shares, provided that if Class A-1 Preferred Shares are issued after the date on which Purchased Assets are transferred or cash is paid in consideration therefor, then the date of such issuance will be the Transfer Date.

CLASS A PREFERRED SHARES

1. *Ranking* : The Class A Preferred Shares shall rank senior to any other shares of the Company in respect of repayment of capital and as otherwise provided herein, other than the Class A-1 Preferred Shares.

2. *Dividends* : Subject to the rights of the holders of the Class A-1 Preferred Shares, the holders of the Class A Preferred Shares shall be entitled to receive, in priority to the holders of the Common Shares, the Class B Preferred Shares, the Class C Preferred Shares or any other class of shares of the Company ranking junior to such Class A Preferred Shares, and the Company shall pay thereon, as and when declared by the board of directors of the Company out of the moneys of the Company properly applicable to the payment of dividends, fixed preferential, non-cumulative dividends at such rate per annum as may be determined from time to time by the directors provided such rate shall not exceed 4% per annum calculated on the Redemption Amount thereof (as hereafter defined). For greater certainty, the board of directors may, from time to time, declare that no dividend is payable on the Class A Preferred Shares and at such time the board of directors may declare a dividend on the Common Shares, the Class B Preferred Shares, the Class C Preferred Shares or any other class ranking junior to the Class A Preferred Shares. If within 6 months after the end of any fiscal year of the Company, the directors, in their discretion, shall not have declared any dividend in any amount on the Class A Preferred Shares in respect of such fiscal year, then the rights of all holders of the Class A Preferred Shares to a dividend in respect of such fiscal year shall be forever extinguished. The holders of the Class A Preferred Shares shall not be entitled to any dividend other than or in excess of the dividend herein provided for.

3. *No Voting Rights* : Except as provided in the DGCL, the holders of the Class A Preferred Shares shall not, as such, be entitled to receive notice of or to attend or vote at meetings of the stockholders of the Company.

4. *Rights on Dissolution* : Subject to the rights of the holders of the Class A-1 Preferred Shares, in the event of the liquidation, dissolution or winding-up of the Company whether voluntary or involuntary, the holders of the Class A Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Company among the holders of the Common Shares, the Class B Preferred Shares, the Class C Preferred Shares and any other class of shares of the Company ranking junior to the Class A Preferred Shares, an amount equal to the Redemption Amount of the Class A Preferred Shares held, together with any dividends declared but unpaid upon such shares, and no more.

5. *Redemption at the Option of the Company* : Subject to the applicable provisions of the DGCL and to the rights of the holders of the Class A-1 Preferred Shares, the Company shall, at its option, be entitled to redeem at any time or times all or any part of the Class A Preferred Shares registered in the name of any holder of any such Class A Preferred Shares on the books of the Company with or without the consent of such holder by giving notice in writing to such holder specifying:

(a) that the Company desires to redeem all or any part of the Class A Preferred Shares registered in the name of such holder; and

(b) if part only of the Class A Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and

(c) the business day (in this paragraph referred to as the "Redemption Date") on which the Company desires to redeem such Class A Preferred Shares (the notice shall specify a Redemption Date which shall not be less than 30 days after the date on which the notice is given by the Company or such shorter period of time as the Company and the holder of any such Class A Preferred Shares may agree); and

(d) the place of redemption.

The Company shall, on the Redemption Date, redeem such Class A Preferred Shares by paying to the holder(s) thereof, or distributing properties the value of which is equal to, the Redemption Amount thereof together with any dividends declared but unpaid upon such shares (which amount shall be, when such term is used in connection with the Class A Preferred Shares, the "Redemption Price") on presentation and surrender of the certificate(s) for the Class A Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class A Preferred Shares shall thereupon be cancelled and the Class A Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a check payable in the amount of the aggregate Redemption Price for the Class A Preferred Shares to be redeemed, or physical possession and evidence of title of property being distributed, or payment by such other method as may be acceptable to the holder. From and after the Redemption Date the holder thereof shall not be entitled to exercise any of the rights of holders of Class A Preferred Shares in respect thereof unless payment of such Redemption Price is not made on the Redemption Date, in which case the rights of the holder of such Class A Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

Where at any time some but not all of the Class A Preferred Shares are to be redeemed, the Class A Preferred Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Class A Preferred Shares registered in the name of each holder, or in such other manner as the board of directors determines.

6. *Redemption at the Option of the Holder (Retraction)* : Subject to the applicable provisions of the DGCL and to the rights of the holders of the Class A-1 Preferred Shares, the Company shall, at the option of a holder of Class A Preferred Shares, redeem at any time or times all or any part of the Class A Preferred Shares registered in the name of such holder of Class A Preferred Shares on the books of the Company upon receiving notice from such holder specifying:

(a) that such holder desires to have redeemed all or any part of the Class A Preferred Shares registered in the name of such holder; and

(b) if part only of the Class A Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and

(c) the business day (in this paragraph referred to as the "Redemption Date") on which the holder desires the Company to redeem such Class A Preferred Shares. The notice shall specify a Redemption Date which shall not be less than 30 days after the date on which the notice is given by the holder or such shorter period of time as the Company and the holder of such Class A Preferred Shares may agree.

The Company shall, on the Redemption Date, redeem such Class A Preferred Shares by paying to the holder thereof, or distributing properties the value of which is equal to, the Redemption Price for each such Class A Preferred Share to be redeemed on presentation and surrender of the certificate(s) for the Class A Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class A Preferred Shares shall thereupon be cancelled and the Class A Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a check payable in the amount of the aggregate Redemption Price for the Class A Preferred Shares to be redeemed, or physical possession and evidence of title of property being distributed, or payment by such other method as may be acceptable to the holder. From and after the Redemption Date the holder thereof shall not be entitled to exercise any of the rights of holders of Class A Preferred Shares in respect thereof unless payment of such Redemption Price is not made on the Redemption Date in which case the rights of the holder of such Class A Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

7. *Definitions* With respect to the Class A Preferred Shares (and only with respect to the Class A Preferred Shares), the following terms shall have the meaning ascribed to them below:

(a) "Convertible Loan" means a loan of up to US$240,000,000 made as of February 1, 2000 to the Company by Cott Corporation, as amended from time to time, which by its terms is convertible at the option of Cott Corporation into Class A Preferred Shares;

(b) "Redemption Amount" for each Class A Preferred Share means the quotient obtained by dividing (i) the fair market value of the Convertible Loan by (ii) the number of Class A Preferred Shares issued upon the conversion of the Convertible Loan. The directors shall

fix the Redemption Amount based upon a determination of the fair market value of the Convertible Loan applying generally accepted accounting and valuation principles except that if subsequent to any determination of the fair market value of the Convertible Loan, the parties shall agree, or any taxing authority, shall assert by assessment, reassessment or otherwise, within the time period prescribed by applicable legislation, for such action, that the fair market value of the Convertible Loan on the Conversion Date was greater or less than the amount determined, then the Redemption Amount of each Class A Preferred Share shall be deemed to be and always to have been the amount as may be finally determined by agreement of the parties or by agreement among the particular taxing authority and the parties to have been the fair market value of the Convertible Loan on the Conversion Date, or in the absence of such determination, such amount as shall be finally determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken) to have been the fair market value of the Convertible Loan on the Conversion Date.

The Redemption Amount of each Class A Preferred Share so adjusted shall be deemed retroactively to the Conversion Date to have been its Redemption Amount; and in the event that any of such Class A Preferred Shares have been redeemed prior to the date the fair market value of the Convertible Loan is ultimately determined as provided herein, a cash or property settlement in the amount or value of any such adjustment shall be made by the holder of Class A Preferred Shares, or the Company, as the case may be.

The Redemption Amount shall also be adjusted in the event of any return of capital or other amendment to the capital of the Company so that the economic value of the Class A Preferred Shares, less any amount of capital returned to the holders thereof remains constant so near as may be. Any resolution of the directors of the Company determining the adjusted Redemption Amount shall be constant subject to further adjustment.

(c) “Conversion Date” means the date of conversion of the Convertible Loan into Class A Preferred Shares.

8. *General :* The Class A Preferred Shares will only be issued on the conversion of the Convertible Loan.

CLASS B PREFERRED SHARES

1. *Ranking* : The Class B Preferred Shares shall rank senior to any other shares of the Company in respect of repayment of capital and as otherwise provided, other than the Class A-1 Preferred Shares and the Class A Preferred Shares.

2. *Dividends* : Subject to the rights of the holders of the Class A-1 Preferred Shares and the Class A Preferred Shares, the holders of the Class B Preferred Shares shall be entitled to receive, in priority to the holders of the Common Shares, the Class C Preferred Shares or any other class of shares of the Company ranking junior to such Class B Preferred Shares, and the Company shall pay thereon, as and when declared by the directors of the Company out of the moneys of the Company properly applicable to the payment of dividends, fixed preferential, non-cumulative dividends at such rate per annum as may be determined from time to time by the board of

directors provided such rate shall not exceed 4% per annum calculated on the Redemption Amount thereof (as hereafter defined). For greater certainty, the board of directors may, from time to time declare that no dividend is payable on the Class B Preferred Shares and at such time the board of directors may declare a dividend on the Common Shares, the Class C Preferred Shares or any other class ranking junior to the Class B Preferred Shares. If, within 6 months after the end of any fiscal year of the Company, the directors, in their discretion, shall not have declared any dividend in any amount on the Class B Preferred Shares in respect of such fiscal year, then the rights of all holders of the Class B Preferred Shares to a dividend in respect of such fiscal year shall be forever extinguished. The holders of the Class B Preferred Shares shall not be entitled to any dividend other than or in excess of the dividend herein provided for.

3. *Voting Rights* : Each holder of Class B Preferred Shares shall be entitled to receive notice of and to attend all meetings of stockholders of the Company and to vote thereat, except meetings at which only holders of a specified class of shares (other than Class B Preferred Shares) or specified series of shares are entitled to vote. At all meetings of which notice must be given to the holders of the Class B Preferred Shares, each holder of Class B Preferred Shares shall be entitled to one vote in respect of each Class B Preferred Shares.

4. *Rights on Dissolution* : Subject to the rights of the holders of the Class A-1 Preferred Shares and the Class A Preferred Shares, in the event of the liquidation, dissolution or winding-up of the Company whether voluntary or involuntary, the holders of the Class B Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Company among the holders of the Common Shares, the Class C Preferred Shares and any other class of shares of the Company ranking junior to the Class B Preferred Shares, an amount equal to the Redemption Amount of the Class B Preferred Shares held, together with any dividends declared but unpaid upon such shares, and no more.

5. *Redemption at the Option of the Company :* Subject to the applicable provisions of the DGCL and to the rights of the holders of the Class A-1 Preferred Shares and the Class A Preferred Shares, the Company shall, at its option, be entitled to redeem at any time or times all or any part of the Class B Preferred Shares registered in the name of any holder of any such Class B Preferred Shares on the books of the Company with or without the consent of such holder by giving notice in writing to such holder specifying:

(a) that the Company desires to redeem all or any part of the Class B Preferred Shares registered in the name of such holder; and

(b) if part only of the Class B Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and

(c) the business day (in this paragraph referred to as the “Redemption Date”) on which the Company desires to redeem such Class B Preferred Shares (the notice shall specify a Redemption Date which shall not be less than 30 days after the date on which the notice is given by the Company or such shorter period of time as the Company and the holder of any such Class B Preferred Shares may agree); and

(d) the place of redemption.

The Company shall, on the Redemption Date, redeem such Class B Preferred Shares by paying to the holder(s) thereof, or distributing properties the value of which is equal to, the Redemption Amount thereof together with any dividends declared but unpaid upon such shares (which amount shall be, when such term is used in connection with the Class B Preferred Shares, the "Redemption Price") on presentation and surrender of the certificate(s) for the Class B Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class B Preferred Shares shall thereupon be cancelled and the Class B Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a check payable in the amount of the aggregate Redemption Price for the Class B Preferred Shares to be redeemed, or physical possession and evidence of title of property being distributed, or payment by such other method as may be acceptable to the holder. From and after the Redemption Date the holder thereof shall not be entitled to exercise any of the rights of holders of Class B Preferred Shares in respect thereof unless payment of such Redemption Price is not made on the Redemption Date, in which case the rights of the holder of such Class B Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

Where at any time some but not all of the Class B Preferred Shares are to be redeemed the Class B Preferred Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Class B Preferred Shares registered in the name of each holder, or in such other manner as the board of directors determines.

6. *Redemption at the Option of the Holder (Retraction)* : Subject to the applicable provisions of the DGCL and the rights of the holders of the Class A-1 Preferred Shares and the Class A Preferred Shares, the Company shall, at the option of a holder of Class B Preferred Shares, redeem at any time or times all or any part of the Class B Preferred Shares registered in the name of such holder of Class B Preferred Shares on the books of the Company upon receiving notice from such holder specifying:

(a) that such holder desires to have redeemed all or any part of the Class B Preferred Shares registered in the name of such holder; and

(b) if part only of the Class B Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and

(c) the business day (in this paragraph referred to as the "Redemption Date") on which the holder desires the Company to redeem such Class B Preferred Shares (the notice shall specify a Redemption Date which shall not be less than 30 days after the date on which the notice is given by the holder or such shorter period of time as the Company and the holder of such Class B Preferred Shares may agree).

The Company shall, on the Redemption Date, redeem such Class B Preferred Shares by paying to the holder thereof, or distributing properties the value of which is equal to, the Redemption Price for each such Class B Preferred Share to be redeemed on presentation and surrender of the certificate(s) for the Class B Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class B Preferred Shares shall thereupon be cancelled and the Class B Preferred Shares represented thereby shall

thereupon be redeemed. Such payment shall be made by delivery to such holder of a check payable in the amount of the aggregate Redemption Price for the Class B Preferred Shares to be redeemed, or physical possession and evidence of title of property being distributed, or payment by such other method as may be acceptable to the holder. From and after the Redemption Date the holder thereof shall not be entitled to exercise any of the rights of holders of Class B Preferred Shares in respect thereof unless payment of such Redemption Price is not made on the Redemption Date, in which case the rights of the holder of such Class B Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

7. *Definitions* . With respect to the Class B Preferred Shares (and only with respect to the Class B Preferred Shares), the following terms shall have the meaning ascribed to them below:

(a) "Net Fair Market Value" with respect to the Purchased Assets or other property shall mean the fair market value as of the Transfer Date of the Purchased Assets or other property, as agreed to by the Company and the transferor of the Purchased Assets or other property (collectively the "Parties") on the Transfer Date.

(b) "Purchased Assets" means any assets transferred to the Company (including any indebtedness of the Company satisfied or otherwise dealt with) in consideration for the issuance of Class B Preferred Shares and the payment of any non-share consideration.

(c) "Redemption Amount" means the quotient obtained by dividing (i) the sum of any cash consideration for the Class B Preferred Shares and the Net Fair Market Value of the Purchased Assets less any non-share consideration given by the Company to the person transferring the Purchased Assets by (ii) the number of Class B Preferred Shares issued as full or partial consideration for such cash or the Purchased Assets, provided that if subsequent to any determination of the Net Fair Market Value of the Purchased Assets or non-share consideration, the Parties shall agree, or any taxing authority, shall assert by assessment, reassessment or otherwise, within the time period prescribed by applicable legislation, for such action, that the Net Fair Market Value of such Purchased Assets or non-share consideration on the Transfer Date was greater or less than the amount determined, then the Redemption Amount of each Class B Preferred Share shall be deemed to be and always to have been the amount as may be finally determined by agreement of the Parties or by agreement among the particular taxing authority and the Parties to have been the Net Fair Market Value of the Purchased Assets and the non-share consideration, as the case may be, on the Transfer Date, or in the absence of such determination, such amount as shall be finally determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken) to have been the Net Fair Market Value on the Transfer Date.

If Class B Preferred Shares are issued on more than one Transfer Date, the Redemption Amount shall be determined based only upon the shares issued, and consideration received therefor, on the first Transfer Date.

The Redemption Amount of each Class B Preferred Share so adjusted shall be deemed retroactively to the Transfer Date to have been its Redemption Amount; and in the event that any of such Class B Preferred Shares have been redeemed prior to the date the Net Fair Market Value of the Purchased Assets is ultimately determined as provided herein, a cash or property settlement in the amount or value of any such adjustment shall be made by the holder of Class B Preferred Shares, or the Company, as the case may be.

The Redemption Amount shall also be adjusted in the event of any return of capital or other amendment to the capital of the Company so that the economic value of the Class B Preferred Shares, less any amount of capital returned to the holders thereof, remains constant so near as may be. Any resolution of the directors of the Company determining the adjusted Redemption Amount shall be constant subject to further adjustment.

(d) "Transfer Date" means the date of transfer to the Company of Purchased Assets or payment of money in consideration for the issue of Class B Preferred Shares, provided that if Class B Preferred Shares are issued after the date on which Purchased Assets are transferred or cash is paid in consideration therefor, then the date of such issuance will be the Transfer Date.

CLASS C PREFERRED SHARES

1. *Ranking* : The Class C Preferred Shares shall rank senior to any other shares of the Company in respect of repayment of capital and as otherwise provided, other than the Class A-1 Preferred Shares, the Class A Preferred Shares and the Class B Preferred Shares.

2. *Dividends* : Subject to the rights of the holders of the Class A-1 Preferred Shares, the Class A Preferred Shares and the Class B Preferred Shares, the holders of the Class C Preferred Shares shall be entitled to receive, in priority to the holders of the Common Shares or any other class of shares of the Company ranking junior to such Class C Preferred Shares, and the Company shall pay thereon, as and when declared by the directors of the Company out of the moneys of the Company properly applicable to the payment of dividends, fixed preferential, non-cumulative dividends at such rate per annum as may be determined from time to time by the board of directors provided such rate shall not exceed 6% per annum calculated on the Liquidation Amount thereof (as hereafter defined). For greater certainty, the board of directors may, from time to time declare that no dividend is payable on the Class C Preferred Shares and at such time the board of directors may declare a dividend on the Common Shares or any other class ranking junior to the Class C Preferred Shares. If, within 6 months after the end of any fiscal year of the Company, the directors, in their discretion, shall not have declared any dividend in any amount on the Class C Preferred Shares in respect of such fiscal year, then the rights of all holders of the Class C Preferred Shares to a dividend in respect of such fiscal year shall be forever extinguished. The holders of the Class C Preferred Shares shall not be entitled to any dividend other than or in excess of the dividend herein provided for.

3. *Voting Rights* : Each holder of Class C Preferred Shares shall be entitled to receive notice of and to attend all meetings of stockholders of the Company and to vote thereat, except meetings at which only holders of a specified class of shares (other than Class C Preferred Shares) or specified series of shares are entitled to vote. At all meetings of which notice must be given to the holders of the Class C Preferred Shares, each holder of Class C Preferred Shares shall be entitled to one vote in respect of each Class C Preferred Shares.

4. *Rights on Dissolution* : Subject to the rights of the holders of the Class A-1 Preferred Shares, the Class A Preferred Shares and the Class B Preferred Shares, in the event of the

liquidation, dissolution or winding-up of the Company whether voluntary or involuntary, the holders of the Class C Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Company among the holders of the Common Shares and any other class of shares of the Company ranking junior to the Class C Preferred Shares, an amount equal to the Liquidation Amount of the Class C Preferred Shares held, together with any dividends declared but unpaid upon such shares, and no more.

5. *Definitions* . With respect to the Class C Preferred Shares (and only with respect to the Class C Preferred Shares), the following terms shall have the meaning ascribed to them below:

(a) "Liquidation Amount" means $1,000,000 per share of each Class C Preferred Share.

V. In furtherance and not in limitation of the powers conferred by statute, the stockholders and directors of the Company are expressly authorized to make, alter or repeal the by-laws of the Company.

VI. Elections of directors need not be by written ballot.

VII. No director shall be personally liable to the Company or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. If the DGCL is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent authorized by the DGCL, as so amended. Any repeal or modification of this provision by the stockholders of the Company shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

VIII. Whenever a compromise or arrangement is proposed between this Company and its creditors or any class of them and/or between this Company and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Company or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Company under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Company under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Company, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Company, as the case may be, agree to any compromise or arrangement and to any reorganization of this Company as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this Company, as the case may be, and also on this Company.

IX. The Company reserves the right to amend, alter, change or repeal this Second Amended and Restated Certificate of Incorporation or any provision thereof, in the manner and to the extent prescribed and permitted by the DGCL, and all rights of stockholders are granted subject to this reservation.

X. The filing shall be come become effective at 12:01AM on November 9, 2013.

IN WITNESS WHEREOF, the undersigned has caused this Second Amended and Restated Certificate of Incorporation to be executed on this 8th day of November, 2013.

COTT HOLDINGS INC.

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Treasurer

Exhibit 3.1(45)

AMENDED AND RESTATED BYLAWS

of

Cott Holdings Inc.

(A Delaware Corporation)

ARTICLE 1
OFFICES

Section 1.01 Offices . The Corporation may have offices at such places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01 Place of Meeting . Meetings of the stockholders shall be held at such place, within the State of Delaware or elsewhere, as may be fixed from time to time by the Board of Directors. If no place is so fixed for a meeting, it shall be held at the Corporation's then principal executive office.

Section 2.02 Annual Meeting . The annual meeting of stockholders, at which the stockholders shall elect by plurality vote a Board of Directors and transact such other business as may properly be brought before the meeting, shall be held at such date, time and place, if any, as shall be determined by the Board of Directors and stated in the notice of the meeting.

Section 2.03 Notice of Annual Meetings . Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 days nor more than 60 days before the date of the meeting.

Section 2.04 List of Stockholders . The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares of each class registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be so specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.05 Special Meetings . Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board or the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.06 Notice of Special Meetings . Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than 10 days nor more than 60 days before the date of the meeting.

Section 2.07 Quorum; Voting . The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. When a quorum is present at any meeting, except for elections of directors, which shall be decided by plurality vote, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no shares shall be voted pursuant to a proxy more than three years after the date of the proxy unless the proxy provides for a longer period.

Section 2.08 Action Without a Meeting . Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the State, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation’s registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the

consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days after the earliest dated consent delivered in the manner required by this Section to the corporation, written consents signed by a sufficient number of stockholders to take action are delivered in the manner required by this Section to the Corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation.

ARTICLE 3
DIRECTORS

Section 3.01 Number and Term of Office . The number of directors of the Corporation shall be such number as shall be designated from time to time by resolution of the Board of Directors and initially shall be two. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.02 hereof. Each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors need not be stockholders.

Section 3.02 Vacancies . Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10 percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3.03 Resignations . Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if there is one, the President, or the Secretary. Such resignation shall take effect at the time of receipt thereof or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.04 Direction of Management . The business of the Corporation shall be managed under the direction of its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 3.05 Place of Meetings . The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 3.06 Annual Meeting . Immediately after each annual election of directors, the Board of Directors shall meet for the purpose of organization, election of officers, and the transaction of other business, at the place where such election of directors was held or, if notice of such meeting is given, at the place specified in such notice. Notice of such meeting need not be given. In the absence of a quorum at said meeting, the same may be held at any other time and place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by the directors, if any, not attending and participating in the meeting.

Section 3.07 Regular Meetings . Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 3.08 Special Meetings . Special meetings of the Board of Directors may be called by the Chairman of the Board, if there is one, or the President on 2 days' notice to each director; either personally (including telephone), or in the manner specified in Section 4.01; special meetings shall be called by the Chairman of the Board, if there is one, or the President or the Secretary in like manner and on like notice on the written request of two directors.

Section 3.09 Quorum; Voting . At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business; and at all meetings of any committee of the Board, a majority of the members of such committee shall constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting of the Board of Directors or any committee thereof at which there is a quorum present shall be the act of the Board of Directors or such committee, as the case may be, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors or committee thereof, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.10 Action Without a Meeting . Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 3.11 Participation in Meetings . One or more directors may participate in any meeting of the Board or committee thereof by means of conference telephone or similar communications equipment by which all persons participating can hear each other.

Section 3.12 Committees of Directors . The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any

committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors or in these bylaws, shall have and may exercise all of the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when requested.

Section 3.13 Compensation of Directors . Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board of Directors. Members of special or standing committees may be allowed like compensation for attending committee meetings. Directors may also be reimbursed by the Corporation for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE 4
NOTICES

Section 4.01 Notices . Whenever, under the provisions of law or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, such requirement shall not be construed to necessitate personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, cable, telecopy or telex or by delivering a writing in a sealed wrapper prepaid to a courier service guaranteeing delivery within 2 business days, in each case addressed to such director or stockholder, at his address as it appears on the records of the Corporation in the case of a stockholder and at his business address (unless he shall have filed a written request with the Secretary that notices be directed to a different address) in the case of a director. Such notice shall be deemed to be given at the time it is so dispatched.

Section 4.02 Waiver of Notice . Whenever, under the provisions of law or of the Certificate of Incorporation or of these Bylaws, notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent thereto. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE 5
OFFICERS

Section 5.01 Number . The officers of the Corporation shall be a President, a Secretary and a Treasurer, and may also include a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be elected by the Board of Directors. Any number of offices may be held by the same person.

Section 5.02 Election and Term of Office . The officers of the Corporation shall be elected by the Board of Directors. Officers shall hold office at the pleasure of the Board.

Section 5.03 Removal . Any officer may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

Section 5.04 Chairman of the Board . The Chairman of the Board, if there is one, shall preside at all meetings of the Board of Directors and shall perform such other duties, if any, as may be specified by the Board from time to time.

Section 5.05 President . The President shall be the chief executive officer of the Corporation and shall have overall responsibility for the management of the business and operations of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. In the absence of the Chairman of the Board he shall preside over meetings of the Board of Directors. In general, he shall perform all duties incident to the office of President, and such other duties as from time to time may be assigned to him by the Board.

Section 5.06 Vice Presidents . The Vice Presidents, if any, shall perform such duties and have such authority as may be specified in these Bylaws or by the Board of Directors or the President. In the absence or disability of the President, the Vice Presidents, in order of seniority established by the Board of Directors or the President, shall perform the duties and exercise the powers of the President.

Section 5.07 Secretary . The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the stockholders and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any instrument, and when so affixed it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

Section 5.08 Assistant Secretaries . The Assistant Secretary or Secretaries, if any, shall, in the absence or disability of the Secretary, perform the duties and exercise the authority of the Secretary and shall perform such other duties and have such other authority as the Board of Directors or the President may from time to time prescribe.

Section 5.09 Treasurer . The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the President or the chief financial officer, taking proper vouchers for such disbursements, and shall render to the Board of Directors when the Board so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 5.10 Assistant Treasurers . The Assistant Treasurer or Treasurers, if any, shall, in the absence or disability of the Treasurer, perform the duties and exercise the authority of the Treasurer and shall perform such other duties and have such other authority as the Board of Directors may from time to time prescribe.

ARTICLE 6
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.01 Indemnification . Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving while a director or officer of the Corporation at the request of the Corporation as a director, officer, employee, agent, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permissible under Delaware law.

Section 6.02 Advances . Any person claiming indemnification within the scope of Section 6.01 shall be entitled to advances from the Corporation for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 6.03 Procedure . On the request of any person requesting indemnification under Section 6.01, the Board of Directors or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board or committee so directs or if the Board or committee is not empowered by statute to make such determination.

Section 6.04 Other Rights . The indemnification and advancement of expenses provided by this Article 6 shall not be deemed exclusive of any other rights to which those

seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of shareholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6.05 Insurance . The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, agent, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these Bylaws.

Section 6.06 Modification . The duties of the Corporation to indemnify and to advance expenses to a director or officer provided in this Article 6 shall be in the nature of a contract between the Corporation and each such director or officer, and no amendment or repeal of any provision of this Article 6 shall alter, to the detriment of such director or officer, the right of such person to the advancement of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment, repeal or termination.

ARTICLE 7
CERTIFICATES OF STOCK

Section 7.01 Stock Certificates . Every holder of stock in the Corporation shall be entitled to have a certificate in the form prescribed by the Board of Directors signed on behalf of the Corporation by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares owned by him in the Corporation. Any or all signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 7.02 Lost Certificates . The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 7.03 Transfers of Stock . Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, or upon delivery to the Corporation of evidence that provision has been made for the foregoing (or without either of the foregoing but with the approval of the Board of Directors upon information acceptable to the Board of Directors of such succession, assignment or authority to transfer such shares), it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 7.04 Fixing Record Date . The Board of Directors of the Corporation may fix a record date for the purpose of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or to consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action. Such record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and such record date shall not be (i) in the case of such a meeting of stockholders, more than 60 nor less than 10 days before the date of the meeting of stockholders, or (ii) in the case of consents in writing without a meeting, more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors, or (iii) in other cases, more than 60 days prior to the payment or allotment or change, conversion or exchange or other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 7.05 Registered Stockholders . The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of stock to receive dividends and to vote as such owner, and shall be entitled to hold liable for calls and assessments a person registered on its books as the owner of stock, and shall not be bound to recognize any equitable or other claim to, or interest in, such stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE 8
AMENDMENTS

Section 8.01 Amendments . These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by the stockholders or by the Board of Directors at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

« Cott Luxembourg »

société à responsabilité limitée

Luxembourg

R.C.S. Luxembourg, section B numéro 162.397

STATUTS COORDONNES à la date du **28 novembre 2013**

A. Purpose - Duration - Name - Registered office

Art. 1. There exists a private limited liability company (*société à responsabilité limitée*) under the name of " **Cott Luxembourg** " (hereinafter the "Company") which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (the "Law"), and by the present articles of association.

Art. 2. The purpose of the Company is the holding of participations, in any form whatsoever, in Luxembourg and foreign companies and any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, management, control and development of its portfolio.

The Company may further guarantee, grant security in favour of third parties to secure its obligations or the obligations of companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company, grant loans or otherwise assist the companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company.

The Company may borrow in any form and may issue any kind of notes, bonds and debentures and generally issue any debt, equity and/or hybrid shares in accordance with Luxembourg law.

The Company may carry out any commercial, industrial, financial, real estate or intellectual property activities which it may deem useful in accomplishment of these purposes.

Art. 3. The Company is incorporated for an unlimited period.

Art. 4. The registered office of the Company is established in Luxembourg-City, Grand Duchy of Luxembourg. The registered office may be transferred within the same municipality by decision of the board of managers.

Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the board of managers.

In the event that the board of managers determines that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

B. Share capital - Shares

Art. 5. The Company's share capital is set at **three million five hundred thirty-six thousand three hundred thirty-seven US dollars and eighty-four cents (USD 3,536,337.84),** represented by **four million two hundred sixty thousand six hundred forty-eight (4,260,648)** shares, having a par value of eighty-three cents of US dollars (USD 0.83) each.

The Company's shares are in registered form. A register of shares will be kept at the Company's registered office, where it will be available for inspection by any shareholder. This register of shares will, in particular, contain the name of each shareholder, his/her/its residence or registered or

principal office, the number of shares held by such shareholder, any transfer of shares and the dates thereof, as well as any security rights granted on shares. Each shareholder will notify the Company by registered letter his/her/its address and any change thereof. The Company may rely on the last address of a shareholder received by it.

Each share is entitled to one vote at ordinary and extraordinary general meetings of shareholders.

Any share premium paid on any shares shall be allocated to a specific share premium account and such share premium shall remain attached to the shares upon which the share premium was paid.

Art. 6. The Company may redeem its shares within the limits set forth by the Law.

Art. 7. The share capital may be modified at any time by approval of a majority of shareholders representing three quarters of the share capital at least in accordance with the provisions of the Law.

Art. 8. The Company will recognize only one holder per share. Joint co-owners shall appoint a single representative who shall represent them towards the Company.

The Company's shares are transferable among shareholders. Any inter vivos transfer to a new shareholder is subject to the approval of such transfer given by shareholders representing three quarters of the share capital.

In the event of death, the shares of the deceased shareholder may only be transferred to new shareholders subject to the approval of such transfer given by the owners of shares representing three quarters of the rights of the survivors, subject to and in accordance with the Law. Such approval is, however, not required in case the shares are transferred either to parents, descendants or the surviving spouse.

The Company may have one or several shareholders, with a maximum number of forty (40), unless otherwise provided by law.

Art. 9. The death, suspension of civil rights, dissolution, bankruptcy or insolvency of any of the shareholders will not cause the dissolution of the Company.

C. Management

Art. 10. The Company is managed by a board of managers, who need not be shareholders. The sole shareholder, or as the case may be, the shareholders, shall designate the managers as «A Manager» for managers who are non-resident in Luxembourg or «B Manager» for managers resident in Luxembourg. The board should always have a majority of B Managers.

In dealing with third parties, the board of managers has extensive powers to act in the name of the Company in all circumstances and to authorise all acts and operations consistent with the Company's purpose. The managers are appointed by the sole shareholder, or as the case may be, the shareholders, who fix(es) the term of their office. They may be dismissed freely at any time by the sole shareholder, or as the case may be, the shareholders.

The Company will be bound in all circumstances by the signature of any A Manager together with any B Manager and may be bound by the signature of any duly authorised representative within the limits of such authorization.

Art. 11. The board of managers may choose from among its members a chairman, and, as the case may be, a vice-chairman. It may also choose a secretary, who need not be a manager and who shall be responsible for keeping the minutes of the meetings of the board of managers.

The board of managers shall meet upon call by the chairman, or two managers, at the place indicated in the notice of meeting. The meetings of the board of managers shall be held in Luxembourg at the registered office of the Company unless otherwise indicated in the notice of meeting. The chairman shall preside at meetings of the board of managers, but in his/her absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority present at any such meeting.

Written notice of any meeting of the board of managers must be given to the managers at least twenty-four (24) hours in advance of the date foreseen for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be waived by consent in writing, by facsimile, e-mail or any other similar means of communication. A separate notice will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers.

No notice shall be required in case all the members of the board of managers are present or represented at a meeting of such board of managers or in the case of resolutions in writing approved and signed by all the members of the board of managers.

Any manager may act at any meeting of the board of managers by appointing in writing or by facsimile, e-mail or any other similar means of communication another manager as his/her proxy. A manager may represent more than one other manager.

The board of managers can deliberate or act validly only if at least one A Manager and one B Manager are present or represented at a meeting of the board of managers and a majority of such managers are physically present in Luxembourg. Decisions shall be taken by a majority of votes of the managers present or represented at such meeting and in the case of equality of votes, no manager, including without limitation the chairman, shall have a casting vote. A manager shall not be entitled to vote at any meeting of the board of managers on any resolution concerning a matter in relation to which he has a conflict and he shall not be counted in the quorum in respect of any such meeting unless he first declares such conflict prior to the start of the meeting and subject to the requirements of Luxembourg law.

Any manager may participate in any meeting of the board of managers by conference call, videoconference or by other similar means of communication, allowing each person taking part in the meeting (i) to hear the other participating managers and (ii) to address each of the other participating managers simultaneously. The participation in a meeting by these means is equivalent to a participation in person at such meeting. A meeting held in this way shall be initiated from Luxembourg and deemed to take place in Luxembourg.

Exceptionally, if the board is unable to hold a meeting, the board of managers may, unanimously, pass resolutions by circular means when

expressing its approval in writing, by facsimile, e-mail or any other similar means of communication. The entirety will form the minutes giving evidence of the resolution. Such circular resolutions will be addressed at the following board meeting.

Art. 12. The minutes of any meeting of the board of managers shall be signed by the chairman or, in his/her absence, by the vice-chairman, or by two managers. Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the chairman or by two managers or by any person duly appointed to that effect by the board of managers. There shall be given to each manager the minutes of every meeting of the board of managers as soon as reasonably practicable.

Art. 13. The death or resignation of a manager, for any reason whatsoever, shall not cause the dissolution of the Company.

Art. 14. The managers do not assume, by reason of their position, any personal liability in relation to commitments regularly made by them in the name of the Company.

Art. 15. In accordance with the order set out in article 24 herein, the board of managers may decide to pay interim dividends on the basis of a statement of accounts prepared by the board of managers showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realized profits since the end of the last financial year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established by law or by the Company's articles of association.

D. Decisions of the sole shareholder - Collective decisions of the shareholders

Art. 16. Each shareholder may participate in collective decisions irrespective of the number of shares which he owns. Each shareholder is entitled to as many votes as he holds or represents shares.

Art. 17. The general meeting of shareholders is vested with the powers expressly reserved to it by law and by the Company's articles of association. Save a higher majority as provided herein, collective decisions are only validly taken in so far as they are adopted by shareholders owning more than half of the share capital.

The shareholders may not change the nationality of the Company otherwise than by unanimous consent. Any other amendment of the articles of association requires the approval of a majority of shareholders representing three quarters of the share capital at least.

Art. 18. In the case of a sole shareholder, such shareholder exercises the powers granted to the general meeting of shareholders under the provisions of section XII of the Law. In such case, any reference made herein to the «general meeting of shareholders» shall be construed as a reference to the sole shareholder, depending on the context and as applicable, and powers conferred upon the general meeting of shareholders shall be exercised by the sole shareholder.

E. Financial year - Annual accounts - Distribution of profits

Art. 19. The Company's financial year commences on 1 st January and ends on 31 st December.

Art. 20. Each year on 31 st December, the accounts are closed and the managers prepare an inventory including an indication of the value of the Company's assets and liabilities. Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

Art. 21. Each year, five per cent (5%) of the net profit is set aside for the establishment of a statutory reserve, until such reserve amounts to ten per cent (10%) of the share capital.

Art. 22. The remainder of the annual net profits may be distributed as dividends to the shareholders in accordance with the Law and the Company's articles of association.

Art. 23. Share premium, if any, may be freely distributed to the shareholder(s) in the proportion of their contribution to such share premium, as specified in article 5 herein, by a resolution of the shareholder(s) or of the managers, subject to any legal provisions regarding the inalienability of the share capital and of the legal reserve and the Company's articles of association.

Art. 24. The board of managers may decide to pay interim dividends on the basis of interim financial statements prepared by the board of managers showing that sufficient funds are available for distribution. The amount to be distributed may not exceed realized profits since the end of the last financial year, increased by profits carried forward and distributable reserves, but decreased by losses carried forward and sums to be allocated to a reserve which the Law or these articles of association do not allow to be distributed.

F. Dissolution - Liquidation

Art. 25. In the event of dissolution of the Company, the Company shall be liquidated by one or more liquidators, who need not be shareholders, and who are appointed by the general meeting of shareholders which will determine their powers and fees. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

The surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the shareholders in proportion to the shares of the Company held by them.

Art. 26. All matters not governed by the Company's articles of association shall be determined in accordance with the Law.

Suit la traduction française de ce qui précède.

A. Objet - Durée - Dénomination - Siège

Art. 1 er. Il existe une société à responsabilité limitée sous la dénomination de " **Cott Luxembourg** " (ci-après la "Société") qui sera régie par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la "Loi"), et par les présents statuts.

Art. 2. La Société a pour objet la prise de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises ou étrangères et toutes autres formes de placements, l'acquisition par achat, souscription ou de toute autre manière ainsi que l'aliénation par la vente, échange ou toute autre manière de valeurs mobilières de toutes espèces et l'administration, la gestion, le contrôle et la mise en valeur de son portfolio.

La Société peut également garantir, accorder des sûretés à des tiers afin de garantir ses obligations ou les obligations de sociétés dans lesquelles elle détient une participation directe ou indirecte ou des sociétés qui font partie du même groupe de sociétés que la Société, accorder des prêts à ou assister autrement des sociétés dans lesquelles elle détient une participation directe ou indirecte ou des sociétés qui font partie du même groupe de sociétés que la Société.

La Société peut emprunter sous toute forme et émettre des titres obligataires, des obligations garanties, des lettres de change ainsi que généralement toute sorte de part sociale, d'obligations et/ou d'obligations hybrides conformément au droit luxembourgeois.

La Société pourra exercer toutes activités de nature commerciale, industrielle, financière, immobilière ou de propriété intellectuelle estimées utiles pour l'accomplissement de ces objets.

Art. 3. La Société est constituée pour une durée illimitée.

Art. 4. Le siège social de la Société est établi à Luxembourg-Ville, Grand-Duché de Luxembourg. Le siège social pourra être transféré dans la même commune par décision du conseil de gérance.

Des succursales ou bureaux peuvent être créés, tant dans le Grand-Duché de Luxembourg qu'à l'étranger par simple décision du conseil de gérance.

Au cas où le conseil de gérance estimerait que des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication aisée entre ce siège social et des personnes à l'étranger, se présentent ou paraissent imminents, le siège social pourra être provisoirement transféré à l'étranger jusqu'à cessation complète de ces circonstances anormales; cette mesure provisoire n'aura toutefois aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire, restera une société luxembourgeoise.

B. Capital social - Parts sociales

Art. 5. Le capital social de la Société est fixé à **trois millions cinq cent trente-six mille trois cent trente-sept dollars américains et quatre-vingt-quatre centimes (USD 3.536.337,84) ,** représenté par quatre millions deux cent soixante mille six cent quarante-huit (4.260.648) parts sociales, ayant une valeur nominale de quatre-vingt-trois centimes de dollars américain (USD 0,83) chacune.

Les parts sociales de la Société sont émises sous forme nominative. Un registre des parts sociales sera tenu au siège social de la Société et pourra y être consulté par tout associé de la Société. Ce registre contiendra en particulier le nom de chaque associé, sa résidence, son siège social ou principal, le nombre de parts sociales qu'il détient, tout transfert les concernant, les dates de ceux-ci, ainsi que toutes garanties accordées sur ces parts sociales. Chaque associé notifiera son adresse à la Société par lettre recommandée, ainsi que tout changement d'adresse ultérieur. La Société peut considérer comme exacte la dernière adresse de l'associé qu'elle a reçue.

Chaque part sociale donne le droit à une voix aux assemblées générales ordinaires et extraordinaires des associés.

Chaque prime d'émission payée pour chaque part sociale sera affectée à un compte prime d'émission spécifique et cette prime d'émission restera attachée aux parts sociales sur lesquelles la prime d'émission a été payée.

Art. 6. La Société peut racheter ses parts sociales dans les limites prévues par la Loi.

Art. 7. Le capital social pourra être modifié à tout moment moyennant accord de la majorité des associés représentant au moins les trois quarts du capital social conformément aux dispositions de la Loi.

Art. 8. La Société ne reconnaît qu'un seul détenteur pour chaque part sociale. Des codétenteurs indivis de parts sociales sont tenus de se faire représenter auprès de la Société par une seule et même personne.

Les parts sociales sont librement cessibles entre associés. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément donné par des associés représentant au moins les trois quarts du capital social.

En cas de décès d'un associé, les parts sociales de ce dernier ne peuvent être transmises à des non-associés que moyennant l'agrément des propriétaires de parts sociales représentant les trois quarts des droits appartenant aux associés survivants sujet à et conformément aux dispositions de la Loi. Dans ce dernier cas cependant, le consentement n'est pas requis lorsque les parts sont transmises, soit à des ascendants ou descendants, soit au conjoint survivant.

La Société peut avoir un ou plusieurs associés avec un nombre maximal de quarante (40) sauf dispositions légales contraires.

Art. 9. Le décès, l'interdiction, la dissolution, la faillite ou l'insolvabilité de l'un des associés ne saurait entraîner la dissolution de la Société.

C. Gérance

Art. 10. La Société est gérée par un conseil de gérance, les membres duquel n'ont pas besoin d'être associés. L'associé unique ou, le cas échéant, les associés, désignera les gérants "Gérant A" pour les gérants qui ne sont pas résidents au Luxembourg, ou "Gérant B" pour les gérants qui sont résidents au Luxembourg. Le conseil de gérance devra toujours avoir une majorité de Gérants B.

Vis-à-vis des tiers, le conseil de gérance a les pouvoirs les plus étendus pour agir au nom de la Société en toutes circonstances et pour autoriser tous les actes et opérations relatifs à son objet. Les gérants sont nommés par l'associé unique ou, le cas échéant, par les associés, qui fixent la durée de leur mandat. Ils sont librement et à tout moment révocable(s) par l'associé unique ou, le cas échéant, par les associés.

La Société est engagée en toutes circonstances par la signature conjointe d'un Gérant A et d'un Gérant B et par la signature de tout représentant dûment mandaté dans les limites de son mandat.

Art. 11. Le conseil de gérance pourra choisir parmi ses membres un président et, le cas échéant, un vice-président. Il pourra également choisir un secrétaire, qui n'a pas besoin d'être gérant et qui sera en charge de la tenue des procès-verbaux des réunions du conseil de gérance.

Le conseil de gérance se réunira sur convocation du président ou de deux gérants au lieu indiqué dans l'avis de convocation. Les réunions du conseil de gérance se tiendront au siège social de la Société à moins que l'avis de convocation n'en dispose autrement. Le président présidera toutes les réunions du conseil de gérance; en son absence le conseil de

gérance pourra désigner à la majorité des personnes présentes à cette réunion un autre gérant pour assumer la présidence pro tempore de ces réunions.

Avis écrit de toute réunion du conseil de gérance sera donné à tous les gérants au moins vingt-quatre (24) heures avant la date prévue pour la réunion, sauf s'il y a urgence, auquel cas la nature et les motifs de cette urgence seront mentionnés dans l'avis de convocation. Il pourra être passé outre à cette convocation à la suite de l'assentiment de chaque gérant par écrit ou par télécopie, courrier électronique ou tout autre moyen de communication similaire. Une convocation spéciale ne sera pas requise pour une réunion du conseil de gérance se tenant à une heure et un endroit déterminés dans une résolution préalablement adoptée par le conseil de gérance.

Aucun avis de convocation n'est requis lorsque tous les gérants sont présents ou représentés à une réunion du conseil de gérance ou lorsque des résolutions écrites sont approuvées et signées par tous les membres du conseil de gérance.

Tout gérant pourra se faire représenter à toute réunion du conseil de gérance en désignant par écrit ou par télécopie, courrier électronique ou tout autre moyen de communication similaire un autre gérant comme son mandataire. Un gérant peut représenter plusieurs autres gérants.

Le conseil de gérance ne pourra délibérer ou agir valablement que si au moins un Gérant A et un Gérant B sont présents ou représentés à une réunion du conseil de gérance et qu'une majorité des gérants présents sont physiquement présents au Luxembourg. Les décisions sont prises à la majorité des voix des gérants présents ou représentés à cette réunion et, en cas d'égalité de votes, aucun gérant, en ce compris notamment le président, n'aura de voix prépondérante. Un gérant ne pourra pas voter à une réunion du conseil de gérance concernant une affaire au regard de laquelle il est en conflit et son vote ne sera pas considéré dans le quorum de cette réunion du conseil de gérance sauf s'il a déclaré ce conflit avant l'ouverture de la réunion du conseil de gérance et sous réserve des dispositions de la loi luxembourgeoise.

Tout gérant peut participer aux réunions du conseil de gérance par conférence téléphonique, par vidéoconférence ou par d'autres moyens de communication similaires où toutes les personnes prenant part à cette réunion peuvent (i) s'entendre les unes les autres et (ii) s'adresser les unes aux autres simultanément. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion. Une réunion ainsi sera initiée à partir du Luxembourg et sera estimé avoir eu lieu au Luxembourg.

Par exception, si le conseil de gérance ne peut pas se réunir, le conseil de gérance pourra, à l'unanimité, prendre des résolutions par voie circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits ou par télécopie, courrier électronique ou tout autre moyen de communication similaire, l'ensemble constituant le procès-verbal faisant preuve de la décision intervenue.

Art. 12. Les procès-verbaux des réunions du conseil de gérance seront signés par le président ou, en son absence, par le vice-président, ou par deux gérants. Des copies ou extraits de ces procès-verbaux destinés à servir en justice ou ailleurs seront signés par le président ou par deux

gérants ou par toute personne dûment mandatée à cet effet par le conseil de gérance. II sera donné à chacun des gérants les procès-verbaux de chaque réunion du conseil de gérance dès que la chose sera matériellement possible.

Art. 13. Le décès d'un gérant ou sa démission, pour quelque motif que ce soit, n'entraîne pas la dissolution de la Société.

Art. 14. Les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle par rapport aux engagements régulièrement pris par eux au nom de la Société.

Art. 15. En conformité avec l'ordre de préférence établi à l'article 24 des présents statuts, le conseil de gérance peut décider de payer des acomptes sur dividendes sur base d'un état comptable préparé par le gérant ou le conseil de gérance, duquel il ressort que des fonds suffisants sont disponibles pour distribution, étant entendu que les fonds à distribuer ne peuvent pas excéder le montant des bénéfices réalisés depuis le dernier exercice social augmenté des bénéfices reportés et des réserves distribuables mais diminué des pertes reportées et des sommes à porter en réserve en vertu d'une obligation légale ou statutaire.

D. Décisions de l'associé unique - Décisions collectives des associés

Art. 16. Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qu'il détient. Chaque associé a un nombre de voix égal au nombre de parts qu'il possède ou représente.

Art. 17. L'assemblée générale des associés est investie des pouvoirs qui lui sont expressément réservés par la loi et par les statuts de la Société. Sous réserve d'un quorum plus important prévu par les statuts, les décisions collectives ne sont valablement prises que pour autant qu'elles aient été adoptées par des associés représentant plus de la moitié du capital social.

Les associés ne peuvent, si ce n'est à l'unanimité, changer la nationalité de la Société. Toute autre modification des statuts nécessite l'accord de la majorité des associés représentant au moins les trois quarts du capital social.

Art. 18. Dans le cas d'un associé unique, celui-ci exercera les pouvoirs dévolus à l'assemblée des associés par les dispositions de la section XII de la Loi. Dans ce cas, toute référence dans les présentes à "l'assemblée générale des associés" devra être interprétée comme désignant l'associé unique, selon le contexte et selon le cas, et les pouvoirs conférés a l'assemblée générale des associés seront exercés par l'associé unique.

E. Année sociale - Bilan - Répartition

Art. 19. L'année sociale de la Société commence le 1 er janvier et se termine le 31 décembre.

Art. 20. Chaque année, au 31 décembre, les comptes sont arrêtés et les gérants dressent un inventaire comprenant l'indication de la valeur de l'actif et du passif de la Société. Chaque associé peut prendre communication au siège social de cet inventaire et du bilan.

Art. 21. Chaque année, cinq pour cent (5%) sont prélevés sur le bénéfice net pour la constitution d'une réserve jusqu'à ce que celle-ci atteigne dix pour cent (10%) du capital social.

Art. 22. Le surplus des profits annuels nets pourra être distribué comme dividendes aux associés conformément à la Loi et aux statuts de la Société.

Art. 23. La prime d'émission, le cas échéant, est librement distribuable aux associés en proportion avec leur participation à cette prime d'émission, dans la manière décrit à l'article 5 des statuts de la Société, par une résolution des associés/de l'associé ou des gérants, sous réserve de toute disposition légale concernant l'inaliénabilité du capital social et de la réserve légale ainsi que les statuts de la Société.

Art. 24. Le conseil de gérance peut décider de payer des dividendes intérimaires sur la base de comptes intérimaires préparés par le conseil de gérance, montrant que des fonds suffisants sont disponibles pour la distribution. Le montant à distribuer ne doit pas excéder les bénéfices réalisés depuis la fin du dernier exercice, augmentés par les bénéfices reportés et les réserves distribuables, mais diminué des pertes reportées et des sommes à allouer à la réserve dont la Loi ou ces statuts n'autorisent pas la distribution.

F. Dissolution - Liquidation

Art. 25. En cas de dissolution de la Société, la Société sera liquidée par un ou plusieurs liquidateurs, associés ou non, nommé (s) par l'assemblée des associés qui fixera leurs pouvoirs et leurs émoluments. Sauf décision contraire le ou les liquidateur(s) auront les pouvoirs les plus étendus pour la réalisation de l'actif et le paiement des dettes de la Société.

Le surplus résultant de la réalisation de l'actif après le paiement de toutes les dettes et du passif de la société sera partagé entre les associés en proportion du nombre de parts sociales qu'ils détiennent dans la Société.

Art. 26. Pour tout ce qui n'est pas réglé par les présents statuts, les associés se réfèrent aux dispositions de la Loi.

POUR COPIE CONFORME DES STATUTS COORDONNES ,

Belvaux, le 9 décembre 2013.

Exhibit 3.1(56)

FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Cott U.S. Acquisition LLC, a Delaware limited liability company (the " **Company** ") and Cott Beverages Inc., its sole shareholder (the " **Sole Shareholder** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Limited Liability Company Agreement of the Company dated as of August 11, 2010 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires the affirmative vote of the holders of a majority of the outstanding Shares of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 Replace Article III, Section 4 of the LLC Agreement in its entirety with the following:

Section 4. Transferability of Shares

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares and the Company shall not be required to recognize any such transfer until each Shareholder consents; provided, that, notwithstanding the foregoing, §18-702 or §18-704 of the Act or anything else in this Agreement or the Act to the contrary and without the consent of the other Shareholders:

(a) A Shareholder may grant a security interest in or against any Shares or any and all rights and privileges related to the Shares and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which a Shareholder has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any Shareholder gives, or purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include

membership interests in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Shares and to exercise voting or consensual rights (with or without the transfer of Shares) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement:

(i) cause any Shareholder to cease to be, or have the power to exercise any rights or powers of, a Shareholder; or

(ii) impose any liability on any Secured Party solely as a result of the Pledge.

(d) A person or entity that acquires Shares or Rights from a Shareholder pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a Shareholder of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Shareholder. An Assignee that becomes a Shareholder of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Shareholder. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Act.

Each Shareholder hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Shareholders.

2. No Further Amendment . Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

COTT BEVERAGES INC. , as Sole Shareholder

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Treasurer

[Signature Page to Amendment No. 1 to LLC Agreement]

COTT U.S. ACQUISITION LLC
LIMITED LIABILITY COMPANY AGREEMENT

This limited liability company agreement (this "Agreement") of Cott U.S. Acquisition LLC, a Delaware limited liability company (the "Company"), dated as of August 11, 2010 (the ''Effective Date") is made by Cott Beverages Inc., a company organized under the laws of Georgia, the sole holder of the Shares (as hereinafter defined) of the Company. This Agreement shall be effective as of the Effective Date.

ARTICLE I - FORMATION AND PURPOSE

Section 1. Organization

Cott Beverages Inc., has formed a limited liability company known as Cott U.S. Acquisition LLC, a limited liability company organized under the Delaware Limited Liability Company Act, 18 Del. Code, §18-101, *et seq* ., as amended from time to time (the "Act"), for the purposes set forth herein by causing the execution, delivery and filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of Delaware effective as of July 30, 2010.

The Certificate may be restated by the Board of Directors as provided in the Act or amended by the Board of Directors with respect to the address of the registered office of the Company in the State of Delaware and the name and address of its registered agent in the State of Delaware or to make corrections required by the Act. Other additions to or amendments of the Certificate shall be authorized by the Shareholders as provided herein. The Board of Directors shall deliver a copy of the Certificate to any Shareholder who so requests.

Section 2. Term

The life of the Company shall be perpetual, unless sooner terminated pursuant to the provisions of this Agreement or as provided by law.

Section 3. Fiscal Year

The annual accounting period of the Company shall be its taxable, or fiscal, year. The Company's taxable, or fiscal, year shall be selected by the Board of Directors, subject to the requirements and limitations of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, from time to time as the needs of the Company's business require.

Section 4. Purpose

The principal business activity and purposes of the Company shall initially be to engage in any lawful business, purpose or activity permitted by the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Shareholders or directors responsible for the liabilities of the Company.

Section 5. Registered Office

The registered office of the Company shall be Registered Agent Solutions, Inc., 32 W. Loockerman Street, Suite 201, Dover, Delaware 19904. The Company may also have offices at such other places outside the United States of America as the Board (as hereinafter defined) may from time to time determine or the business of the Company may require.

Section 6. Qualification in Other Jurisdictions

The Board of Directors shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation, the appointment of agents for service of process in such jurisdictions.

ARTICLE II - SHARES

Section 1. Shares

The Company is authorized to issue an unlimited number of Shares of common interests (the "Shares"). Each holder of Shares is referred to herein as a "Shareholder." Fractions of a Share may be created and issued. The rights, preferences, privileges and restrictions granted to and imposed upon the Shares shall be as provided herein. The directors of the Company may, at any time and from time to time, authorize the Company to issue, or take subscriptions for, Shares.

Except as otherwise provided in this Agreement, as it may be amended from time to time,

(a) all Shares are identical in all respects and entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations, and restrictions, and

(b) the holder of each Share shall have the right to one vote per Share on each matter submitted to a vote of the Shareholders.

Section 2. Certificates of Shares

The ownership of Shares shall be evidenced by certificates. Each Shareholder shall be entitled to a certificate representing such Shareholder's Shares in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the Chairman or Vice Chairman of the Board of Directors. Such signatures may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be. such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he were such officer, transfer agent or registrar at the time of its issue.

The certificates of shares of the Company shall be numbered and shall be entered in the books of the Company as they are issued. They shall exhibit the holder's name and the number of shares, shall be signed by the Chairman or Vice Chairman of the Board of Directors and shall bear the Company seal, if any. Unless otherwise determined by the Board of Directors, one (1) share shall be issued to each Shareholder for each dollar (US$1.00) of share capital contributed to the Company. The Company shall issue share certificates to all initial Shareholders, any Shareholders later admitted, and to any Shareholder contributing additional capital to the Company.

The Company shall keep a register of its Shareholders at its principal offices (or such other location as may be required by the Act), or at any other office designated by the Board of Directors. There shall be entered on such register, at any time of the issuance of each share, the number of the certificate issued, the kind of certificate issued, the name, address, and other contact information of the person owning the shares represented thereby, the number of such shares, and the date of issuance thereof. Every certificate exchanged or returned to the Company shall be marked “cancelled” with the date of cancellation.

Each Shareholder of the Company has the right, subject to such reasonable standards (including standards governing what information and documents are to be furnished at what time and location and at whose expense) as may be set forth herein or as may be established by the Board of Directors, to obtain copies of books and records, tax returns, shareholder lists, organizational documents, capital contribution statements, and other information related to the status of the business from the Company from time to time upon reasonable demand for any purpose reasonably related to the Shareholder’s interest as a Shareholder of the Company, but only during the Company’s normal business hours.

Section 3. Lost or Destroyed Certificates

The holder of any shares of the Company shall immediately notify the Company of any loss or destruction of any certificate issued to him. The Company may issue a new certificate in the place of any certificate theretofore issued by it alleged to have been lost or destroyed, and the Board of Directors may require the owner of the lost or destroyed certificate, or his legal representatives, to give the Company a bond in such sum as the Board of Directors may direct, and with such surety or sureties as may be satisfactory to the Board of Directors, to indemnify the Company against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

A new certificate may be issued without requiring any bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 4. Record Date

The Board of Directors may set a record date for a stated period for the purpose of making any proper determination with respect to Shareholders, including which Shareholders are entitled to notice of a meeting, vote at a meeting, receive a distribution, or be allotted other rights.

The record date may not be prior to the close of business on the day the record date is fixed. The record date shall not be more than ninety (90) days before the date on which the action requiring the determination will be taken. In the case of a meeting of Shareholders, the record date shall be at least ten (10) days before the date of the meeting.

ARTICLE III - MEMBERSHIP AND TRANSFERABILITY

Section 1. Shareholders

For the purpose of this Agreement the term “Shareholder” shall mean a “Member” as defined under Section 18-101(11) of the Delaware Limited Liability Company Act, 6 Del. C. Sections 18-101 et seq. (the “Act”)

As of the Effective Date, the Company has one hundred (100) Shares issued and outstanding and such Shares are held by Cott Beverages Inc. In consequence, as of the Effective Date, Cott Beverages Inc. is the holder of 100% of the ownership interest in the profits and losses of the Company, has the right to receive any and all distributions from the Company, has the sole right to vote on and approve actions and decisions reserved to the Shareholders under this Agreement or the Act and has the right to any and all other benefits to which Shareholders of a limited liability company may be entitled under this Agreement or the Act.

No person may become a Shareholder of the Company unless he, she or it holds Shares, and no person who acquires a previously outstanding Share or Shares in accordance with this Agreement shall be a Shareholder of the Company within the meaning of the Act unless such Share or Shares are acquired in compliance with the provisions of this Article III. When any person is admitted as a Shareholder or ceases to be a Shareholder, the Board shall prepare an Annex to this Agreement describing the then-current membership of the Company.

Section 2. Substitute Shareholders

No Shareholder shall have the right to designate an assignee of Shares as a substitute Shareholder. No assignee of Shares shall have the rights, powers and obligations of a Shareholder under this Agreement (including, without limitation, any right to vote on any matter) unless each Shareholder consents to the admission of the proposed assignee as a Shareholder or the proposed assignee receives 100% of the outstanding Shares of the Company. An assignment of a Share entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled to the extent assigned.

Section 3. Termination of Membership

A Shareholder ceases to be a Shareholder and to have the power to exercise any rights or powers of a Shareholder upon assignment of all of his, her or its Shares. The pledge of, or granting of, a security interest, lien or other encumbrance in or against, any or all of the Shares shall, by itself, not cause the Shareholder to cease to be a Shareholder or cease to have the power to exercise any rights or powers of a Shareholder.

Section 4. Transferability

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares. The Company shall not be required to recognize any such transfer until each Shareholder consents.

ARTICLE IV - MEETINGS OF SHAREHOLDERS

Section 1. Time and Place of Meetings

All meetings of the Shareholders for the election of directors or for any other purpose shall be held at such time and place, within or outside the United States of America, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings

Annual meetings of Shareholders shall be held at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting, at which meeting the Shareholders shall elect the directors, and transact such other matters as may properly be brought before the meeting. Failure to hold an annual meeting shall not have any adverse effect on the Company or its ability to conduct business.

Section 3. Notice of Annual Meetings

Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each Shareholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 4. Special Meetings

Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Formation shall be called at the request in writing of a majority of the directors, or at the request in writing of Shareholders owning a majority of the Shares entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and shall be delivered to the Board of Directors, which shall set the record date and the date of the special meeting.

Section 5. Notice of Special Meetings

Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each Shareholder entitled to vote at such meeting.

Section 6. Quorum

The holders of a majority of the Shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by the Act or by the Certificate of Formation. The Shareholders present at a meeting at which a quorum is present may continue to do business until the meeting is concluded, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 7. Action by Shareholders

When a quorum is present at any meeting, the vote of the holders of a majority of the Shares having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of this Agreement, the Act, or of the Certificate of Formation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. Written Action

Any action required to be taken at any annual or special meeting of Shareholders of the Company, or any action which may be taken at any annual or special meeting of such Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of Shares having not less than the minimum amount that would be necessary to authorize or take such action at a meeting at which all interests in the Company entitled to vote thereon were present and voted.

ARTICLE V - DIRECTORS

Section 1. Management of the Company

The business and affairs of the Company shall be managed under the direction of its Board of Directors (the "Board"), which may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Certificate of Formation or by this Agreement directed or required to be exercised or done by the Shareholders.

For all purposes, the directors constituting the Board shall have the powers, duties, rights and responsibilities, and, for all statutory purposes, be deemed "Managers" in accordance with Section 18-402 of the Act. Each member of the Board shall have one vote on each matter submitted to the vote of the Board.

A Shareholder, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company, and shall not have any right or authority to act for or bind the Company.

Section 2. Number and Term

The number of directors of the Company shall be such number as shall be designated from time to time by resolution of the Board and initially shall be one (1). Each director (including any interim director chosen by the Board in accordance with Section 3 of this Article V) shall be a natural person and a majority of the directors (including any such interim director) constituting the Board at any time and from time to time must have their primary residences in the United States of America. The directors shall be elected at the annual meeting of the Shareholders, except as provided in Section 3 of this Article V.

Marni Morgan Poe is hereby elected as the initial director.

Each director elected shall hold office for a term of one year and shall serve until his/her successor is elected and qualified or until his/her death, resignation or removal. Any director may be removed from the Board at any time by the vote of the holders of a majority of the Shares then outstanding.

Section 3. Vacancies and New Directorships

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a vote of the holders of a majority of the Shares then outstanding, and any director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced.

Section 4. Place of Meetings

The Board may hold meetings, both regular and special, at any place within or outside the State of Delaware, except that no such meeting may be held at any place outside the United States of America.

Section 5. Regular Meetings

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 6. Special Meetings

Special meetings of the Board may be called on the written request of two directors, upon providing one day's notice to each director personally or by telephone or ten days notice by mail. A director shall waive failure to give notice, if such director shall attend or otherwise participate in such meeting.

Section 7. Quorum

At all meetings of the Board, all of the directors then in office shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. No Written Action

No action required or permitted to be taken at any meeting of the Board may be taken without a meeting. Without limiting the generality of the foregoing, no such action may be taken by written consent of the Board.

Section 9. Participation in Meetings by Conference Telephone

No director may participate in a meeting of the Board unless such director is present in person at the meeting except, if circumstances make in-person participation at the meeting impractical for any director, such director may participate in the meeting by means of conference telephone or similar communications equipment by which all persons participating can hear each other provided that such director is in the United States of America at all times during the meeting and a majority of the directors constituting the Board are present in person at the meeting.

Section 10. Committees of Directors

The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee.

Any such committee, to the extent provided in the resolution of the Board or in this Agreement, shall have and may exercise all of the powers and authority of the Board and may authorize the seal of the Company, if any, to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters:

(i) approving or adopting, or recommending to the Shareholders, any action or matter expressly required by the Act to be submitted to Shareholders for approval or

(ii) adopting, amending or repealing any provision of the Company's Certificate of Formation or this Agreement. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. The provisions of Sections 4 through 9 of this Article V shall also apply to meetings of each committee as if the references in such provisions to the Board were instead references to such committee. Each committee shall keep regular minutes of its meetings and report the same to the Board when requested.

Section 11. Compensation of Directors

Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Directors may also be reimbursed by the Company for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Company in any other capacity and receiving compensation therefor.

ARTICLE VI - NOTICES

Section 1. Generally

Whenever, under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, notice is required to be given to any director or Shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or Shareholder, at such director's or Shareholder's address as it appears on the records of the Company, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile or telephone.

Section 2. Waiver

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII - OFFICERS AND REPRESENTATIVES

Section 1. Generally

The Board may at any time and from time to time appoint one or more persons who shall be referred to as “officers” or “representatives” of the Company to perform certain duties on behalf of the Company.

Section 2. Removal

Any officer or representative appointed by the Board may be removed at any time by the affirmative vote of the directors.

Section 3. Authorities and Duties

The officers and representatives of the Company shall have such authority and shall perform such duties, if any, as may be specified by the Board from time to time.

ARTICLE VIII - INDEMNIFICATION

Section 1. Limitation of Liability

Except as otherwise expressly provided by the Act,

(a) the debts, obligations and liabilities of the Company whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and

(b) no Shareholder, director, officer, representative, agent or employee of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, director, officer, representative, agent or employee of the Company.

Section 2. Exculpation

No Shareholder, director, officer, representative, agent or employee of the Company shall be liable to the Company or any other Shareholder, director, officer, representative, agent or employee of the Company for any loss, damage or claim incurred by reason of any act or omission of such Shareholder, director, officer, representative, agent or employee of the Company, except to the extent that such act or omission involved such person’s fraud, gross negligence or willful misconduct.

Section 3. Indemnification

The Company shall, to the fullest extent permitted by the Act, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is or was, or has agreed to become, a Shareholder, director, officer, representative or employee of the Company, or is or was serving, or has agreed to serve, at the request of the Company, as a director, manager, officer, representative, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an

"Indemnitee"), or by reason of any action alleged to have been taken or omitted by an Indemnitee in his, her or its capacity as a Shareholder, director, officer, representative or employee of the Company, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise. The right to indemnification conferred by this Article VIII shall be deemed to be a contract between the Company and each person referred to herein. The Company may, but shall not be obligated to, maintain insurance, at its expense, for its benefit in respect of such indemnification and that of any such person whether or not the Company would otherwise have the power to indemnify such person.

Section 4. Advances

Any person claiming indemnification within the scope of this Article VIII shall be entitled to advances from the Company for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 5. Procedure

On the request of any person requesting indemnification under this Article VIII, the Board or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board or such committee so directs or if the Board or such committee is not empowered by statute to make such determination.

Section 6. Other Rights

The indemnification and advancement of expenses provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of Shareholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director, officer or representative and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7. Modification

No amendment or repeal of any provision of this Article VIII shall alter, to the detriment of an Indemnitee, the right of such Indemnitee to the advancement of expenses or indemnification hereunder related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

ARTICLE IX - DISTRIBUTIONS

Section 1. Distributions

Distributions, if any, upon the Shares may be declared by the directors at any regular or special meeting, subject to the Certificate of Formation, this Agreement and the Act.

Subject to applicable law, distributions may only be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

Any such distribution shall be made to the holders of the Shares at the time of the declaration pro rata in proportion to the number of Shares held by each Shareholder.

Section 2. Reserves

Before payment of any distribution, there may be set aside out of any funds of the Company available for distribution such sum or sums as the Board, from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies or for working capital, capital expenditures or operating expenses, or for equalizing distributions, or for repairing or maintaining any property, or for such other purpose as the Board shall deem necessary or advisable, and the Board may modify or abolish any such reserve in the manner in which it was created.

Section 3. Distributions Upon Dissolution of the Company

Upon dissolution of the Company, the Board shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining fair value therefor, and shall apply and distribute the proceeds in the following order of priority:

(i) First, to the payment and discharge of all of the Company's debts, liabilities, and obligations, including the establishment of necessary reserves; and

(ii) Second, to the holders of the Shares *pro rata* in proportion to the number of Shares held by each Shareholder.

Section 4. Limitations on Distributions

Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Shareholder on account of its Shares if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE X - ACCOUNTING

The books of account of the Company shall be kept in the United States of America.

ARTICLE XI - TAXES

Within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to the holders of Shares such information, if any, with respect to the Company as may be necessary for the preparation of their federal, state, or local income tax or information returns, including a statement showing the Company's income, gain, loss, deduction, and credits for the fiscal year.

ARTICLE XII - BANK ACCOUNT AND EXECUTION OF INSTRUMENTS

Section 1. Corporate Contracts and Instruments

The Board, except as otherwise provided herein, may authorize any officer or officers, or representative or representatives, to enter into any contract or execute any instrument in the name of and on behalf of the Company. Unless so authorized or ratified by the Board, no officer, representative or employee shall have any power or authority to bind the Company by any contract or arrangement or to pledge its credit or to render it liable for any purpose or for any amount.

Without limiting the generality of the foregoing, checks or demands for money and notes of the Company shall be signed by such officer or officers or such representative or representatives as the Board may from time to time designate.

Section 2. Bank Accounts

All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Board of Directors shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and funds therein.

All checks, drafts, bills of exchange, acceptances, bonds, endorsements, notes or other obligations, or evidences of indebtedness of the Company, and all deeds, mortgages, indentures, bills of sale, conveyances, endorsements, assignments, transfers, stock powers or other instruments of transfer, contracts, agreements, dividend or other orders, powers of attorney, proxies, waivers, consents, returns, reports, certificates, demands, notices or documents, and other instruments or rights of any nature, may be signed, executed, verified, acknowledged and delivered by such persons (whether or not representatives or employees of the Company) and in such manners as from time to time may be determined by the Board of Directors.

ARTICLE XIII - GENERAL PROVISIONS

Section 1. Seal

The Board may adopt a seal and use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2. Rights of Creditors and Third Parties

This Agreement is entered into solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person.

Section 3. Entire Agreement

This Agreement constitutes the entire agreement of the Shareholders and the Board of Directors relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

Section 4. Consent to Jurisdiction

The parties to this Agreement thereby consent to the non exclusive jurisdiction of the courts of the State of Delaware in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the Company.

Section 5. Binding Effect

This Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees. If a Shareholder which is not a natural person is dissolved or terminated, the successor of such Shareholder shall be bound by the provisions of this Agreement.

Section 6. Governing Law; Severability

This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict of laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate of Formation or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

Section 7. Further Assurances

In connection with this Agreement and the transactions contemplated hereby, each Shareholder shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Board of Directors.

Section 8. Waiver of Certain Rights

Each Shareholder irrevocably waives any right it may have to maintain any action for dissolution of the Company, for an accounting, for appointment of a liquidator, or for partition of the property of the Company. The failure of any Shareholder to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Shareholder’s right to demand strict compliance herewith in the future, No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

Section 9. Notice to Shareholders of Provisions of this Agreement

By executing this Agreement, each Shareholder acknowledges that such Shareholder has actual notice of all of the provisions of this Agreement. Each Shareholder hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Shareholder hereby waives any requirement that any further notice thereunder be given.

Section 10. Interpretation

Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

Section 12. Confidentiality

Each Shareholder agrees that at all times, including periods during which such Shareholder holds an interest in the Company and any period during which such Shareholder has ceased to hold an interest in the Company, such Shareholder will, and will direct the directors designated by it:

(a) to hold in strict confidence the terms and provisions of this Agreement; and

(b) to hold in strict confidence, and not use, any confidential or proprietary data or information obtained from the Company with respect to the Company's business or financial condition or otherwise except to the extent, in each case, that such information:

(i) becomes a matter of public record, is published in a newspaper, magazine or other periodical, or otherwise becomes available to the general public or generally known in the industry, other than as a result of any act or omission of such Shareholder or director;

(ii) becomes lawfully available to such Shareholder or director from a third party which has no duty of confidentiality with respect to such information;

(iii) is required to be disclosed under applicable law or judicial process or any exchange or other market on which securities of a Shareholder are traded, but only to the extent it must be disclosed, and provided that the Shareholder gives prompt notice of such requirement to the Company and the other Shareholders to enable the Company or such other Shareholders to seek an appropriate protective order; or

(iv) is necessary to be disclosed in order for such Shareholder or director to properly perform his duties under this Agreement.

ARTICLE XIV - AMENDMENTS

Except as otherwise provided the Act or the Certificate of Formation, this Agreement may be altered, amended or repealed, or a new operating agreement may be adopted, only by the affirmative vote of the holders of a majority of the then outstanding Shares.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be duly executed and delivered as of the date and year first above written.

COTT BEVERAGES INC., as sole shareholder

By: /s/ Marni Morgan Poe
Name: Marni Morgan Poe
Title: Vice President, General Counsel and Secretary

Exhibit 3.1(60)

FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Cott USA Finance LLC, a Delaware limited liability company (the " **Company** ") and Cott Corporation, a corporation organized under the laws of Canada (the " **Unitholder** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Limited Liability Company Agreement of the Company dated as of March 8, 2007 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires the affirmative vote of the holders of a majority of the outstanding Units of the Company.

NOW, THEREFORE, BE IT RESOLVED , that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 Replace Article III, Section 1 of the LLC Agreement in its entirety with the following:

11.3 Transferability of Units :

No Unitholder, without the prior written consent of all other Unitholders, shall sell, assign, transfer, mortgage or pledge his, her or its Units, and the Company shall not be required to recognize any such transfer until each Unitholder consents; provided, that, notwithstanding the forgoing, §18-702 or §18-704 of the Act or anything else in this Agreement or the Act to the contrary and without the consent of the other Unitholders:

(a) A Unitholder may grant a security interest in or against any Units or any and all rights and privileges related to the Units and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which a Unitholder has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any Unitholder gives, or purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include Units in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Units and to exercise voting or consensual rights (with or without the transfer of Units) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement:

(i) cause any Unitholder to cease to be, or have the power to exercise any rights or powers of, a Unitholder; or

(ii) impose any liability on any Secured Party solely as a result of the Pledge

(d) A person or entity that acquires Units or Rights from a Unitholder pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a Unitholder of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Unitholder. An Assignee that becomes a Unitholder of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Unitholder. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Act.

Each Unitholder hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Unitholders.

2. No Further Amendment . Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

UNITHOLDER:

COTT CORPORATION

By: /s/ Jason Ausher
Jason Ausher, Treasurer

[Signature Page to Amendment No. 1 to LLC Agreement]

COTT USA FINANCE LLC

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Cott USA Finance LLC, a Delaware limited liability company (the "Company"), dated as of March 8, 2007 (the "Effective Date") is made by Cott Corporation, a corporation organized under the laws of Canada ("Cott Corporation"), the sole holder of Units (as hereinafter defined) of the Company. This Agreement shall be effective as of the Effective Date.

ARTICLE I

FORMATION AND PURPOSE

Section 1. Formation . Cott Corporation has formed a limited liability company known as Cott USA Finance LLC, a limited liability company organized under the Delaware Limited Liability Company Act, 18 Del. Code. §18-101, *et seq* ., as amended from time to time (the "Act"), for the purposes set forth herein by causing the execution, delivery and filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of Delaware effective as of March , 2007.

Section 2. Term . The life of the Company shall be perpetual, unless sooner terminated pursuant to the provisions of this Agreement or as provided by law.

Section 3. Purpose . The purposes for which the Company has been formed are to have and exercise all powers now or hereafter conferred by the laws of the State of Delaware on limited liability companies formed pursuant to the Act and to do any and all things necessary, convenient or incidental to carrying out the foregoing powers and purposes.

ARTICLE II

OFFICES

Section 1. Registered Office . The registered office of the Company shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices . The Company may also have offices at such other places outside the United States of America or Canada as the Board (as hereinafter defined) may from time to time determine or the business of the Company may require.

ARTICLE III

UNITS

Section 1. Units . The Company is authorized to issue an unlimited number of units of common interests (the "Units"). Each holder of Units is referred to herein as a "Unitholder." Fractions of a Unit may be created and issued. The rights, preferences, privileges and restrictions granted to and imposed upon the Units shall be as provided herein. The directors of the Company may, at any time and from time to time, authorize the Company to issue, or take subscriptions for,

Units. Except as otherwise provided in this Agreement, as it may be amended from time to time, (a) all Units are identical in all respects and entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations, and restrictions, and (b) the holder of each Unit shall have the right to one vote per unit on each matter submitted to a vote of the Unitholders.

ARTICLE IV

CERTIFICATES OF UNITS

Section 1. Certificates . Each holder of a Unit in the Company shall be entitled to have a certificate, signed by, or in the name of the Company by an authorized officer or representative of the Company, certifying the Unit owned by the holder in the Company.

Section 2. Lost, Stolen or Destroyed Certificates . In the event of the loss, theft or destruction of any certificate representing a Unit, another may be issued in its place pursuant to such requirements as the Board may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

ARTICLE V

MEMBERSHIP AND TRANSFERABILITY

Section 1. Transferability . No Unitholder, without the prior written consent of all other Unitholders, shall sell, assign, transfer, mortgage or pledge his, her or its Units. The Company shall not be required to recognize any such transfer until each Unitholder consents.

Section 2. Unitholders . As of the Effective Date, the Company has one (1) Unit issued and outstanding and such Unit is held by Cott Corporation. In consequence, as of the Effective Date, Cott Corporation is the holder of 100% of the ownership interest in the profits and losses of the Company, has the right to receive any and all distributions from the Company, has the sole right to vote on and approve actions and decisions reserved to the Unitholders under this Agreement or the Act and has the right to any and all other benefits to which Unitholders of a limited liability company may be entitled under this Agreement or the Act. No person may become a Unitholder of the Company unless he, she or it holds Units, and no person who acquires a previously outstanding Unit or Units in accordance with this Agreement shall be a Unitholder of the Company within the meaning of the Act unless such Unit or Units are acquired in compliance with the provisions of this Article V. When any person is admitted as a Unitholder or ceases to be a Unitholder, the Board shall prepare an Annex to this Agreement describing the then-current membership of the Company.

Section 3. Substitute Unitholders . No Unitholder shall have the right to designate an assignee of Units as a substitute Unitholder. No assignee of Units shall have the rights, powers and obligations of a Unitholder under this Agreement (including, without limitation, any right to vote on any matter) unless each Unitholder consents to the admission of the proposed assignee as a Unitholder. An assignment of a Unit entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled to the extent assigned.

Section 4. Termination of Membership . A Unitholder ceases to be a Unitholder and to have the power to exercise any rights or powers of a Unitholder upon assignment of all of his, her or

its Units. The pledge of, or granting of, a security interest, lien or other encumbrance in or against, any or all of the Units shall, by itself, not cause the Unitholder to cease to be a Unitholder or cease to have the power to exercise any rights or powers of a Unitholder.

ARTICLE VI

MEETINGS OF UNITHOLDERS

Section 1. Time and Place of Meetings . All meetings of the Unitholders for the election of directors or for any other purpose shall be held at such time and place, within or outside the United States of America, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings . Annual meetings of Unitholders shall be held at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting, at which meeting the Unitholders shall elect the directors, and transact such other matters as may properly be brought before the meeting. Failure to hold an annual meeting shall not have any adverse effect on the Company or its ability to conduct business.

Section 3. Notice of Annual Meetings . Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each Unitholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 4. Special Meetings . Special meetings of the Unitholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Formation shall be called at the request in writing of a majority of the directors, or at the request in writing of Unitholders owning a majority of the Units entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meetings . Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each Unitholder entitled to vote at such meeting.

Section 6. Quorum . The holders of a majority of the Units issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unitholders for the transaction of business, except as otherwise provided by the Act or by the Certificate of Formation. If, however, such quorum shall not be present or represented at any meeting of the Unitholders, the Unitholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 7. Action by Unitholders . When a quorum is present at any meeting, the vote of the holders of a majority of the Units having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of this Agreement, the Act or of the Certificate of Formation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. Written Action . Any action required to be taken at any annual or special meeting of Unitholders of the Company, or any action which may be taken at any annual or special meeting of such Unitholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of Units having not less than the minimum amount that would be necessary to authorize or take such action at a meeting at which all interests in the Company entitled to vote thereon were present and voted.

ARTICLE VII

DIRECTORS

Section 1. Management of the Company . The business and affairs of the Company shall be managed under the direction of its Board of Directors (the "Board"), which may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Certificate of Formation or by this Agreement directed or required to be exercised or done by the Unitholders. For all purposes, the directors constituting the Board shall have the powers, duties, rights and responsibilities, and, for all statutory purposes, be deemed "Managers" in accordance with Section 18-402 of the Act. Each member of the Board shall have one vote on each matter submitted to the vote of the Board. A Unitholder, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company, and shall not have any right or authority to act for or bind the Company.

Section 2. Number and Term . The number of directors of the Company shall be such number as shall be designated from time to time by resolution of the Board and initially shall be three (3). Each director (including any interim director chosen by the Board in accordance with Section 3 of this Article VII) shall be a natural person and a majority of the directors (including any such interim director) constituting the Board at any time and from time to time must have their primary residences in the United States of America. The directors shall be elected at the annual meeting of the Unitholders, except as provided in Section 3 of this Article VII. Wendy Mavrinac, Kristine Eppes and Ceaser Gonzalez are hereby elected as the initial directors. Each director elected shall hold office for a term of one year and shall serve until his/her successor is elected and qualified or until his/her death, resignation or removal. Any director may be removed from the Board at any time by the vote of the holders of a majority of the Units then outstanding.

Section 3. Vacancies and New Directorships . Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a vote of the holders of a majority of the Units then outstanding, and any director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced.

Section 4. Place of Meetings . The Board may hold meetings, both regular and special, at any place within or outside the State of Delaware, except that no such meeting may be held at any place outside the United States of America.

Section 5. Regular Meetings . Subject to the provisions of Section 4 of this Article VII, regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 6. Special Meetings . Subject to the provisions of Section 4 of this Article VII, special meetings of the Board may be called on the written request of two directors, upon providing one day's notice to each director, either personally or by mail or by telegram. A director shall waive failure to give notice, if such director shall attend or otherwise participate in such meeting.

Section 7. Quorum . At all meetings of the Board, all of the directors then in office shall constitute a quorum for the transaction of business, and the act of all of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. No Written Action, Etc . No action required or permitted to be taken at any meeting of the Board may be taken without a meeting. Without limiting the generality of the foregoing, no such action may be taken by written consent of the directors.

Section 9. Participation in Meetings by Conference Telephone . No director may participate in a meeting of the Board unless such director is present in person at the meeting except, if circumstances make in-person participation at the meeting impractical for any director, such director may participate in the meeting by means of conference telephone or similar communications equipment by which all persons participating can hear each other provided that such director is in the United States of America at all times during the meeting and a majority of the directors constituting the Board are present in person at the meeting.

Section 10. Committees of Directors . The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board or in this Agreement, shall have and may exercise all of the powers and authority of the Board and may authorize the seal of the Company, if any, to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the Unitholders, any action or matter expressly required by the Act to be submitted to Unitholders for approval or (ii) adopting, amending or repealing any provision of the Company's Certificate of Formation or this Agreement. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. The provisions of Sections 4 through 9 of this Article VII shall also apply to meetings of each committee as if the references in such provisions to the Board were instead references to such committee. Each committee shall keep regular minutes of its meetings and report the same to the Board when requested.

Section 11. Compensation of Directors . Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board. Members of special or standing committees may be allowed like compensation for attending committee meetings. Directors may also be reimbursed by the Company for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Company in any other capacity and receiving compensation therefor.

ARTICLE VIII

NOTICES

Section 1. Generally . Whenever, under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, notice is required to be given to any director or Unitholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or Unitholder, at such director's or Unitholder's address as it appears on the records of the Company, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram, facsimile or telephone.

Section 2. Waiver . Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX

OFFICERS AND REPRESENTATIVES

Section 1. Generally . The Board may at any time and from time to time appoint one or more persons who shall be referred to as "officers" or "representatives" of the Company to perform certain duties on behalf of the Company. No such officer or representative may be a resident of the United States of America.

Section 2. Removal . Any officer or representative appointed by the Board may be removed at any time by the affirmative vote of the directors.

Section 3. Authorities and Duties . The officers and representatives of the Company shall have such authority and shall perform such duties, if any, as may be specified by the Board from time to time.

ARTICLE X

INDEMNIFICATION

Section 1. Limitation of Liability . Except as otherwise expressly provided by the Act, (a) the debts, obligations and liabilities of the Company whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and (b) no Unitholder, director, officer, representative, agent or employee of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Unitholder, director, officer, representative, agent or employee of the Company.

Section 2. Exculpation . No Unitholder, director, officer, representative, agent or employee of the Company shall be liable to the Company or any other Unitholder, director, officer, representative, agent or employee of the Company for any loss, damage or claim incurred by reason of any act or omission of such Unitholder, director, officer, representative, agent or employee of the Company, except to the extent that such act or omission involved such person's fraud, gross negligence or willful misconduct.

Section 3. Indemnification . The Company shall, to the fullest extent permitted by the Act, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is or was, or has agreed to become, a Unitholder, director, officer, representative or employee of the Company, or is or was serving, or has agreed to serve, at the request of the Company, as a director, manager, officer, representative, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted by an Indemnitee in his, her or its capacity as a Unitholder, director, officer, representative or employee of the Company, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom. Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise. The right to indemnification conferred by this Article X shall be deemed to be a contract between the Company and each person referred to herein. The Company may, but shall not be obligated to, maintain insurance, at its expense, for its benefit in respect of such indemnification and that of any such person whether or not the Company would otherwise have the power to indemnify such person.

Section 4. Advances . Any person claiming indemnification within the scope of this Article X shall be entitled to advances from the Company for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 5. Procedure . On the request of any person requesting indemnification under this Article X, the Board or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board or such committee so directs or if the Board or such committee is not empowered by statute to make such determination.

Section 6. Other Rights . The indemnification and advancement of expenses provided by this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of Unitholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director, officer or representative and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7. Modification . No amendment or repeal of any provision of this Article X shall alter, to the detriment of an Indemnitee, the right of such Indemnitee to the advancement of expenses or indemnification hereunder related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

ARTICLE XI

ALLOCATIONS AND DISTRIBUTIONS

Section 1. Allocation of Profits and Losses . All profits and losses of the Company for each fiscal year, and each item of income, gain, loss, deduction, and credit entering into the computation thereof, shall be allocated to the holders of the Units *pro rata* in proportion to the number of Units held by each Unitholder.

Section 2. Interim Distributions . Interim distributions of capital or income in the form of cash or property may be made by the Company to the Unitholders from time to time at such times and in such amounts as the Board shall determine. Each such interim distribution shall be made to the holders of the Units *pro rata* in proportion to the number of Units held by each Unitholder.

Section 3. Distributions Upon Dissolution of the Company . Upon dissolution of the Company, the Board shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining fair value therefor, and shall apply and distribute the proceeds in the following order of priority:

(i) First, to the payment and discharge of all of the Company's debts, liabilities, and obligations, including the establishment of necessary reserves; and

(ii) Second, to the holders of the Units *pro rata* in proportion to the number of Units held by each Unitholder.

Section 4. Limitations on Distributions . Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Unitholder on account of its Units if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE XII

ACCOUNTING

Section 1. Books . The books of account of the Company shall be kept in such a manner and at such location outside the United States of America and Canada as the Board determines from time to time. The initial location of such books of account shall be in the United Kingdom.

ARTICLE XIII

TAXES

Section 1. Characterization for Tax Purposes . The Company is to be disregarded as an entity separate from its Unitholder under sections 301.7701-2(a) and 301.7701-3(b)(1)(ii) of the Treasury Regulations. All provisions of this Agreement are to be construed so as to preserve that tax status.

Section 2. Returns . Within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to the holders of Units such information, if any, with respect to the Company as may be necessary for the preparation of their federal, state, or local income tax or information returns, including a statement showing the Company's income, gain, loss, deduction, and credits for the fiscal year.

Section 3. Tax Elections . Neither the Company nor any holder of Units shall make any election, or cause or permit any election to be made, for the Company to be classified as an association taxable as a corporation for U.S. federal tax purposes.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Distribution . Distributions, if any, upon the Units may be declared by the directors at any regular or special meeting, subject to the Certificate of Formation, this Agreement and the Act.

Section 2. Reserves . Before payment of any distribution, there may be set aside out of any funds of the Company available for distribution such sum or sums as the Board, from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies or for working capital, capital expenditures or operating expenses, or for equalizing distributions, or for repairing or maintaining any property, or for such other purpose as the Board shall deem necessary or advisable, and the Board may modify or abolish any such reserve in the manner in which it was created.

Section 3. Corporate Contracts and Instruments . The Board, except as otherwise provided herein, may authorize any officer or officers, or representative or representatives, to enter into any contract or execute any instrument in the name of and on behalf of the Company. Unless so authorized or ratified by the Board, no officer, representative or employee shall have any power or authority to bind the Company by any contract or arrangement or to pledge its credit or to render it liable for any purpose or for any amount. Without limiting the generality of the foregoing, checks or demands for money and notes of the Company shall be signed by such officer or officers or such representative or representatives as the Board may from time to time designate.

Section 4. Fiscal Year . The fiscal year of the Company shall end on the last Saturday of the calendar year.

Section 5. Seal . The Board may adopt a seal and use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6. Rights of Creditors and Third Parties . This Agreement is entered into solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person.

ARTICLE XV

AMENDMENTS

Except as otherwise provided the Act or the Certificate of Formation, this Agreement may be altered, amended or repealed, or a new operating agreement may be adopted, only by the affirmative vote of the holders of a majority of the then outstanding Units.

(Signatures continued on next page)

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be duly executed and delivered as of the date and year first above written.

COTT CORPORATION, as Sole Unitholder

By: /s/ C BRENNAN
Name: C BRENNAN
Title: VP TREASURER

Exhibit 3.1(63)

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **9038049**

The Registrar of Companies for England and Wales, hereby certifies that

COTT VENTURES LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on **13th May 2014.**

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

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Exhibit 3.1(64)

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

Cott Ventures Limited

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share each.

Name of each subscriber	Authentication by each subscriber
Cott Ventures UK Limited	

Dated: 13 May 2014

INDEX

Registered Number: 9038049

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Cott Ventures Limited

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

"articles" means the Company's articles of association.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 41.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"distribution recipient" has the meaning given in article 33.

"document" includes, unless otherwise specified, any document sent or supplied in electronic form.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006.

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006.

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

"instrument" means a document in hard copy form

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"paid" means paid or credited as paid.

"participate", in relation to a directors' meeting, has the meaning given in article 10.

"proxy notice" has the meaning given in article 47.

"shareholder" means a person who is the holder of a share.

"shares" means shares in the Company.

"special resolution" has the meaning given in section 283 of the Companies Act 2006.

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest **("Conflict").**

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine:

(a) for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may:

(a) take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors,

(b) general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued;

(b) the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is:

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not:

(a) shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PARTS

ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is:

(a) any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a **"relevant director"** means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a **"relevant director"** means any director or former director of the Company or an associated company;

(b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Exhibit 3.1(65)

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **9035791**

The Registrar of Companies for England and Wales, hereby certifies that

COTT VENTURES UK LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on **12th May 2014.**

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

COMPANY HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

Cott Ventures UK Limited

(Company Number 09038049)

(Adopted by Written Resolution passed on 28 May 2014)

INDEX TO ARTICLES

Registered Number: 9035891

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Cott Ventures UK Limited

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

"A Ordinary Shares" means the A Ordinary Shares of $1 each in the capital of the Company

"articles" means the Company's articles of association.

"B Ordinary Shares" means the B Ordinary Shares of $1 each on the capital of the Company.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 46.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"distribution recipient" has the meaning given in article 36.

"document" includes, unless otherwise specified, any document sent or supplied in electronic form.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006.

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006.

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

"instrument" means a document in hard copy form.

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229).

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"paid" means paid or credited as paid.

"participate" , in relation to a directors' meeting, has the meaning given in article 11.

"preference shares" means the preference shares of $1 each in the capital of the Company.

"proxy notice" has the meaning given in article 51.

"shareholder" means a person who is the holder of a share.

"shares" means shares in the Company.

"special resolution" has the meaning given in section 283 of the Companies Act 2006.

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

Subject to the Companies Acts and to the disclosure of his interests in accordance with the Companies Acts, a director, notwithstanding his office, may:

(a) be counted as participating in the decision-making process for quorum or voting purposes in circumstances where a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly); and

(b) enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and he shall not be liable to account to the Company for any profit, remuneration or other benefit derived from any such office, employment, contract, arrangement, transaction or proposal and no such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest or benefit.

16 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

17 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

18 APPOINTMENT AND REMOVAL OF DIRECTORS

18.1 The holder or holders of more than half in nominal value of the issued ordinary shares in the capital of the Company may at any time and from time to time appoint any person to be a director (provided that any such appointment does not cause the number of directors to exceed a number which may be fixed from time to time as the maximum number) or remove any director from office.

18.2 Any appointment or removal of a director pursuant to this article shall be made by notice in writing and signed by or on behalf of the relevant holder or holders and served on the Company, marked for the attention of the board of directors or delivered to a duly constituted meeting of the directors.

18.3 Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.

19 TERMINATION OF DIRECTORS' APPOINTMENT

19.1 A person ceases to be a director as soon as:

(a) that person is removed in accordance with the terms of article 19;

(b) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

(c) a bankruptcy order is made against that person;

(d) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

20 DIRECTORS' REMUNERATION

20.1 Directors may undertake any services for the Company that the directors decide.

20.2 Directors are entitled to such remuneration as the directors determine:

(a) for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

20.3 Subject to the articles, a director's remuneration may:

(a) take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

20.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

20.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

21 DIRECTORS' EXPENSES

21.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors,

(b) general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

22 SHARE CAPITAL

22.1 The share capital of the Company at the date of the adoption of these Articles is divided into Preference Shares, A Ordinary Shares and B Ordinary Shares.

22.2 Save as set out in Articles 35 (Dividend), 26 (Voting) and 33 (Capital), the A Ordinary Shares and the B Ordinary Shares shall be pari passu in all respects.

SHARE RIGHTS

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) to allot shares; or

(b) to grant rights to subscribe for or to convert any security into such shares,

and any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 VOTING

26.1 Where an ordinary resolution or a special resolution is proposed, the voting rights attaching to each class of share shall be as follows:

(a) on a written resolution or general meeting of the Company, Members holding one or more Preference Share on the date on which the resolution is circulated or the general meeting is held, shall collectively have votes comprising 70 per cent of the entire votes cast by all classes of shares of the Company;

(b) on a written resolution or general meeting of the Company, Members holding one or more A Ordinary Share or B Ordinary Share on the date on which the resolution is circulated or the general meeting is held, shall collectively have votes comprising 30 per cent of the entire votes cast by all classes of shares of the Company.

26.2 The combined votes of the holders of A Ordinary Shares and B Ordinary Shares at 26.1(b) above shall be comprised as follows;

(a) Members holding one or more A Ordinary Share on the date on which the resolution is circulated or the general meeting is held shall collectively have votes comprising 99 per cent of the aggregate votes of the holders of A Ordinary Shares and B Ordinary Shares cast at 26.1(b); and

(b) Members holding one or more B Ordinary Share on the date on which the resolution is circulated or the general meeting is held shall collectively have votes comprising 1 per cent of the aggregate votes of the holders of A Ordinary Shares and the B Ordinary Shares cast at 26.1(b).

26.3 The holders of Preference Shares will be entitled to receive notice of and to attend any general meeting of shareholders of the Company and to vote in accordance with Article 26.2 above.

27 SHARE CERTIFICATES

27.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

27.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued;

(b) the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

27.3 No certificate may be issued in respect of shares of more than one class.

27.4 If more than one person holds a share, only one certificate may be issued in respect of it.

27.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

28 REPLACEMENT SHARE CERTIFICATES

28.1 If a certificate issued in respect of a shareholder's shares is:

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

28.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

29 SHARE TRANSFERS

29.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

29.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

29.3 The Company may retain any instrument of transfer, which is registered.

29.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

29.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

29.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(a) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a **" Secured Institution "**);

(b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

30 TRANSMISSION OF SHARES

30.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

30.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

30.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

31 EXERCISE OF TRANSMITTEES' RIGHTS

31.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

31.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

31.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

32 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

33 CAPITAL

33.1 On a return of capital on liquidation or capital reduction or otherwise (except in the case of the redemption of shares of any class or the purchase by the Company of its own shares), the surplus assets of the Company available for distribution among the Members shall be applied in the following manner and order of priority:

(a) Firstly, the holders of the Preference Shares shall be entitled to receive an amount equal to the aggregate Liquidation Value of all Preference Shares held by them before any amount shall be paid or any assets or property of the Company shall be distributed to the holders of A Ordinary Shares or B Ordinary Shares.

(b) After payment to the holders of the Preference Shares of the amount so payable to them as above provided, they will not be entitled to share in any further distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs.

(c) thereafter, in distributing the balance of such assets amongst the holders of the A Ordinary Shares and B Ordinary Shares such that the holders of A Ordinary Shares shall receive collectively 99 per cent of such assets and the holders of B Ordinary Shares shall receive 1 per cent of such assets.

DIVIDENDS AND OTHER DISTRIBUTIONS

34 PROCEDURE FOR DECLARING DIVIDENDS

34.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. An ordinary resolution is not required for payment of a Preference Dividend.

34.2 A dividend other than a Preference Dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

34.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

34.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

34.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

34.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

34.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

35 DIVIDENDS ON A ORDINARY SHARES AND B ORDINARY SHARES

35.1 The aggregate amount of any dividend to be paid to the A Ordinary Shares and B Ordinary Shares shall be divided and paid such that the resultant amount of the aggregate dividend paid to each class of these shall be as follows:-

(a) The holders of A Ordinary Shares shall collectively receive 99% of the aggregate dividend declared and the dividend in respect of each A Ordinary Share shall be the pro rata portion of the aggregate payment to the A holders of A Ordinary Shares; and

(b) The holders of B Ordinary Shares shall collectively receive 1% of the aggregate dividend disclosed and the dividend in respect of each B Ordinary Share shall be the pro rata portion of the aggregate payment to the holders of B Ordinary Shares.

36 PREFERENCE DIVIDENDS

36.1 The holders of the Preference Shares shall be entitled to receive and the Company shall pay out of the moneys of the Company properly applicable to the payment of dividends

(a) A fixed preferential cumulative dividend at the rate of 10.2 per cent per annum on the Liquidation Amount (as hereinafter defined) per Preference Share (the **"Preference Dividend"**). Subject to the Companies Acts the Preference Dividend will be payable annually within 30 days of the end of each financial year (**"Dividend Payment Date"**) and will accrue and be cumulative from such date. If on any Dividend Payment Date the dividend payable on such date is not paid in full on all the Preference Shares then issued and outstanding, such dividend, or the unpaid part thereof, will be paid at a subsequent date or dates in priority to any other dividends declared by the Company.

(b) The holders of the Preference Shares shall not be entitled to any dividends other than or in excess of the Preference Dividend.

36.2 The right to payment of the Preference Dividend shall be subordinate to the payment on any loans payable the Company has with other related or third parties.

36.3 **"Liquidation Amount"** shall mean with respect to each Preference Share, the amount of $1.

36.4 The Preference Dividend shall accrue from day to day from and including the date of issue.

36.5 Unless the Company is prohibited from paying dividends by the Companies Acts, the Preference Dividend shall be paid immediately on the Dividend Payment Date notwithstanding that there has not been a recommendation or declaration of the Board or resolution of the Company in general meeting approving the payment. Such dividends (together with any interest thereon) shall, if not paid on their due dates shall constitute a debt due from the Company to the holders of the Preference Shares which shall be payable in priority to any later Preference Dividend. If the Company fails to pay a Preference Dividend on the due date, interest shall accrue at the Interest Rate on the amount of such unpaid dividend from the due date to (and including) the date of payment of the relevant dividend (compounded at the end of each financial year).

36.6 Where the Company is precluded by the Companies Acts from paying any Preference Dividend in full on any date specified in these Articles, then in respect of any Preference Dividend which would otherwise require to be paid pursuant to these Articles on that date (such dividend being hereinafter called the **"Relevant Dividend"**);

(a) the Company shall pay on that date to the holders of the Preference Shares the maximum part of the Preference Dividend which can then be paid by the Company; and

(b) as soon as the Company is no longer precluded from doing so, the Company shall pay to the holders of the Preference Shares the maximum amount of the Preference Dividend which can, under the Companies Acts, be paid by the Company at that time.

36.7 Any arrears of Preference Dividend shall be carried forward and any amount which the Company shall subsequently distribute by way of dividend to the holders of the Preference Shares in respect of any financial year shall be applied first in reducing or extinguishing any arrears of Preference Dividend, and any interest thereon (which arrears and interest shall rank for payment in the order of priority applicable to such dividends in accordance with this Article 35.

36.8 No dividend on any other class of share shall be declared or paid in respect of any financial year unless and until the Preference Dividend together with any interest thereon have been paid in full in respect of that financial year and in respect of all previous financial years and all preference shares which have not been redeemed on or by the due date for redemption in accordance with Article 42 have been redeemed;

37 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

37.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

37.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

38 NO INTEREST ON DISTRIBUTIONS

38.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued and in particular Article 35; or

(b) the provisions of another agreement between the holder of that share and the Company.

39 UNCLAIMED DISTRIBUTIONS

39.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

39.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

40 NON-CASH DISTRIBUTIONS

40.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

40.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

41 WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

42 REDEMPTION OF PREFERENCE SHARES

42.1 Subject to the provisions of the Companies Acts and to the provision of these Articles, the Company may, at any time after the 5th anniversary of the issue of the Preference Shares, redeem, in the manner hereinafter provided, all of the Preference Shares (but not some only) on payment for each share to be redeemed of its Liquidation Amount together with Preference Dividends thereon accruing up to, but not including, the Redemption Date, the Retraction Date (as defined below) or other date for distribution on the Preference Shares as the case may be (the **"Redemption Price"**). The procedure for the redemption of the Preference Shares shall be as follows:

(a) Notice of redemption of the Preference Shares shall be given by the Company not less than three Business Days (or, if any particular holder of Preference Shares to be redeemed consents, such shorter period to which such person may consent) and not more than 30 days prior to the date specified in the notice for the redemption (the **"Liquidation Date"**) to each applicable holder of Preference Shares. Such notice shall set out the number of shares of any particular series to be redeemed, the Redemption Price, the date for redemption (the **"Redemption Date"**) and the place or places of redemption;

(b) On or after the Redemption Date, the Company will pay or cause to be paid to or to the order of the holders of the Preference Shares to be redeemed the Redemption Price thereof on presentation and surrender at the registered office of the Company or any other place designated in such notice of the certificates representing the shares called for redemption. Such payment will be made by immediately available funds. From and after the Redemption Date, the holders of the Preference Shares so redeemed will cease to be entitled to dividends and will not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the Redemption Price is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Preference Shares will remain unaffected; and

(c) The Company shall, at any time on or after the date of mailing of the notice of redemption, deposit the Redemption Price for the Preference Shares to be redeemed in a special account for the holders of such shares in any UK chartered bank or trust company specified in the notice of redemption and, upon the later of the date of such deposit and the Redemption Date, the Preference Shares shall be deemed to be redeemed and the rights of each holder thereof after the later of such dates shall be limited to receiving, without interest, the proportionate part of the total Redemption Price applicable to such Preference Share upon presentation and surrender of the certificate or certificates representing the shares so redeemed. Any interest on such deposit shall belong to the Company; and

42.2 Subject to the provisions of the Companies Acts on the 21st anniversary of their issue, the Company shall, in the manner hereinabove provided, redeem any and all outstanding Preference Shares on payment for each share to be redeemed of the Redemption Price.

42.3 A holder of Preference Shares shall be entitled, at any time after the 21st anniversary of their issuance, to require the Company to the extent it is lawfully able to do so to redeem any or all of the Preference Shares registered in the name of such holder. To effect such redemption, the holder shall present and surrender at the registered office of the Company the certificate or certificates representing the Preference Shares which the holder desires to have the Company redeem, together with a request (the **"Retraction Request"**) in writing specifying (i) the number of Preference Shares that the holder wishes to have redeemed by the Company and (ii) the Business Day on which the holder wishes to have the Company redeem such Preference Shares (the **"Retraction Date"**), provided that the Retraction Date shall be not less than 10 Business Days (or such shorter period to which the Company may consent) nor more than 15 Business Days after the date on which the Retraction Request is received by the Company.

42.4 Upon receipt by the Company of a Retraction Request together with a certificate or certificates representing the Preference Shares which the holder desires to have the Company redeem, the Company shall, on the Retraction Date redeem such Preference Shares and shall deliver or caused to be delivered to such holder the total Redemption Price thereof. Such payment will be made by bank transfer to a bank account nominated by the holder of the Preference Shares (or, with the consent of

the holder, by any other means of immediately available funds). If a part only of the Preference Shares represented by any certificate are redeemed, a new certificate for the balance shall be issued at the expense of the Company. The said Preference Shares will be redeemed on the Retraction Date and, from and after the Retraction Date, the holder of such shares will cease to be entitled to dividends and will not be entitled to exercise any of the rights of a holder of Preference Shares in respect thereof, other than the right to receive his proportionate share of the total unless payment of the total Redemption Price is not made on the Retraction Date, in which case the rights of such holder shall remain unaffected until the total Redemption Price has been paid in the manner hereinbefore provided.

42.5 If a holder of Preference Shares has required the Company to redeem all or any of the Preference Shares held by him and the Company cannot redeem the said shares on the Redemption Date without thereby contravening the Companies Acts, the Company will redeem the said shares as soon as it is lawfully able to do so and until the said shares are so redeemed the rights of the holder thereof will remain unaffected, provided that the said holder may at any time by notice in writing tendered to the Company at its registered office withdraw the request that the said shares be redeemed, in which event the Company will return to the said holder the share certificate or certificates representing the said shares which had been tendered to the Company.

TRANSFER OF SHARES

CAPITALISATION OF PROFITS

43 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

43.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

43.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

43.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

43.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

43.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

44 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

44.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

44.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

44.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

44.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

44.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

45 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

46 CHAIRING GENERAL MEETINGS

46.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

46.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting;

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

46.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

47 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

47.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

47.2 The chairman of the meeting may permit other persons who are not:

(a) shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

48 ADJOURNMENT

48.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

48.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

48.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

48.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

48.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

48.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

49 ERRORS AND DISPUTES

49.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

49.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

50 POLL VOTES

50.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

50.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

50.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

50.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

51 CONTENT OF PROXY NOTICES

51.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

51.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

51.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

51.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

52 DELIVERY OF PROXY NOTICES

52.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

52.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

52.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

52.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

53 AMENDMENTS TO RESOLUTIONS

53.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

53.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

53.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

54 MEANS OF COMMUNICATION TO BE USED

54.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

54.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

54.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

54.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

54.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

55 COMPANY SEALS

55.1 Any common seal may only be used by the authority of the directors.

55.2 The directors may decide by what means and in what form any common seal is to be used.

55.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

55.4 For the purposes of this article, an authorised person is:

(a) any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

56 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

57 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

58 INDEMNITY

58.1 Subject to paragraph 58.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

58.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

58.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a "relevant director" means any director or former director of the Company or an associated company.

59 INSURANCE

59.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

59.2 In this article:

(a) a "relevant director" means any director or former director of the Company or an associated company;

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Exhibit 3.1(68)

FIRST AMENDMENT TO
AMENDED AND RESTATED OPERATING AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED OPERATING AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Interim BCB, LLC, a Delaware limited liability company (the " **Company** "), and Cott Beverages Inc., its sole member (the " **Sole Member** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Amended and Restated Operating Agreement of the Company dated as of March 30, 2005 (the " **Operating Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the Operating Agreement pursuant to the below terms and conditions. Pursuant to the Operating Agreement, any amendment to the Operating Agreement requires the written consent of Members owning more than fifty percent (50%) of the Ownership Percentages.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 The following is hereby added to ARTICLE XI of the Operating Agreement:

Notwithstanding the forgoing, §18-702 or §18-704 of the Delaware Act or anything else in this Agreement or the Delaware Act to the contrary and without the consent of the other Members:

(a) The Member may grant a security interest in or against any membership interests in the Company (" **Interests** ") or any and all rights and privileges related to the interests and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which the Member has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any Member gives, or purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include membership interests in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Interests and to exercise voting or consensual rights (with or without the transfer of Interests) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement:

(i) cause any Member to cease to be, or have the power to exercise any rights or powers of, a Member; or

(ii) impose any liability on any Secured Party solely as a result of the Pledge.

(d) A person or entity that acquires Interests or Rights from a Member pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a member of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Member. An Assignee that becomes a member of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Member. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Delaware Act.

Each Member hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Members.

2. No Further Amendment . Except as expressly amended and modified herein, the Operating Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

COTT BEVERAGES INC. , as Sole Member

By: /s/ Jason Ausher
Jason Ausher, Treasurer

[Signature Page to Amendment No. 1 to Amended and Restated Operating Agreement]

AMENDED AND RESTATED
OPERATING AGREEMENT

OF

INTERIM BCB, LLC

A Single Member Limited liability Company

(the "Company")

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into by COTT BEVERAGES USA, INC., effective as of the date set out on the signature page hereof.

BACKGROUND

A. The formation of the Company pursuant to and in accordance with the Act occurred on December 11, 1998. An authorized person, within the meaning of the Delaware Act, has executed, delivered and filed the Certificate with the Secretary of State of the State of Delaware.

B. Pursuant to the Amended and Restated Operating Agreement of the Company executed by the Member dated as of January 12, 1999 (the " Original Agreement "), the Member was admitted to the Company as its sole member. As of the date hereof, the Member listed in this Agreement is the only member of the Company.

C. The Member desires to amend and restate the Original Agreement in its entirety pursuant to the terms of this Agreement.

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

"Affiliate." With respect to any Person, (i) in the case of an individual, any relative of such Person, (ii) any officer, director, trustee, partner, member, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, member, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person,

"Articles of Organization." The Articles of Organization of Interim BCB, LLC, as filed with the Secretary of State of Delaware, as the same may be amended from time to time.

"Capital Account." A capital account maintained for each Member in accordance with the rules set forth in Section 1.704-1(b)(2)(iv) of the Regulations.

"Code." The internal Revenue Code of 1986 as it may be amended from time to time, or any provision of succeeding law.

"Company" means Interim BCB, LLC.

"Delaware Act." The Delaware Limited Liability Company Act as amended from time to time.

"Manager." One or more managers designated pursuant to this Agreement. A Manager need not be a Member of the Company.

"Majority Vote." The written consent of Members owning more than fifty percent (50%) of the Ownership Percentages.

"Member." Any individual or other legal entity executing this Agreement.

"Officer." Any one or more persons appointed by this Agreement or the Managers appointed to an official position pursuant to Article IV.

"Ownership Percentages." The percentage determined for each Member by dividing such Member's capital contributions by the capital contributions of all Members.

"Regulations." The Federal Income Tax Regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II

FORMATION OF COMPANY

2.1 Formation . The Company was formed as a Delaware limited liability company by the filing of Certificate of Formation with the Secretary of State of Delaware.

2.2 Principal Place of Business . The principal place of business of the Company is the address set out on the signature page to this Agreement.

2.3 Registered Office and Registered Agent . The Company's initial registered office in Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, New Castle County. The initial registered agent is Corporation Trust Company.

2.4 Term . The Company shall continue until dissolved.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in any lawful activity. In furtherance thereof, the Company may exercise all powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Delaware Act, and may engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV

MANAGEMENT OF THE COMPANY

A. RIGHTS AND DUTIES OF MANAGERS

4.1 Management . The business and affairs of the Company shall be managed by its Managers. Subject to Article V, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

4.2 Number, Tenure and Qualifications . The number of Managers of the Company shall be fixed from time to time by Majority Vote, but in no instance shall there be less than one Manager. The Company shall initially have three (3) Managers. Each Manager shall hold office until his or her successor shall have been elected and qualified or until his or her earlier death, resignation or removal. Each Manager shall be elected by Majority Vote.

4.3 Certain Powers of Managers . Without limiting the generality of Section 4.1, and subject to the requirements of Article V for approval by a Majority Vote and to any other provision of this Agreement establishing greater requirements, the Managers shall have power and authority, on behalf of the Company:

(i) To acquire property from any Person as the Managers may determine.

(ii) To borrow money for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company, to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Delaware Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers.

(iii) To purchase liability and other insurance to protect the Company's property and business.

(iv) To hold and own any Company real and/or personal properties in the name of the Company.

(v) To invest any Company funds temporarily (by way of example and not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

(vi) To execute an behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company.

(vii) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.

(viii) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve.

(ix) Notwithstanding Section 4.3(vi) to designate a bank as depository for Company funds and to authorize the execution of such resolutions as said depository bank may reasonably require designating such person or persons whose signatures shall be required on any checks, drafts, notes, bonds or other instruments withdrawing funds from or incurring obligations to such depository bank and covering related matters.

(x) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business. Unless authorized to do so by this Operating Agreement or by the Managers of the Company, no officer, attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniary for any purpose.

4.4 Liability for Certain Acts . Each Manager shall act in a manner he or she believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members, or other Managers for any action taken in managing the business or affairs of the Company if he or she performs the duty of his or her office in compliance with the standard contained in this Section. No Manager has guaranteed nor shall have any obligation with respect to the return of a Member's capital contributions or profits from the operation of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Operating Agreement.

4.5 Managers Have No Exclusive Duty to Company . A Manager shall not be required to manage the Company as his or her sole and exclusive function and he or she may have other business interests and may engage in other activities in addition to those relating to the Company, Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

4.6 Indemnity of the Managers, Members, Employees and Other Agents . To the fullest extent permitted by Section 18-108 of the Delaware Act, the Company shall indemnify each Manager and Member and make advances for expenses to each Manager and Member arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's or Member's status as a Manager or Member of the Company, the Manager's or Member's participation in the management, business and affairs of the Company or such Manager's or Member's activities on behalf of the Company.

4.7 Resignation . Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager as a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Manager as a Member.

4.8 Removal . A Manager may be removed at any time, with or without cause, by Majority Vote. The removal of a Manager as a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal by such Manager as a Member.

4.9 Vacancies . Any vacancy occurring for any reason in the office of Manager shall be filled by Majority Vote.

4.10 Salary . The salaries and other compensation of the Managers shall be fixed from time to time by Majority Vote.

4.11 Actions of Managers . No action shall be taken by the Managers with respect to the business and affairs of the Company unless such action has been approved by a majority of the Managers.

4.12 Meetings of Managers . The Managers shall meet annually, without notice, following the annual meeting of the Members. The Managers may set any number of regular meetings by resolution. No notice need be given for any annual or regular meeting of the Managers. Special meetings of the Managers may be called at any time by the President or by any two Managers, on two days' written notice to each Manager, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Managers may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at such meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.

4.13 Action in Lieu of Meeting . Any action to be taken at a meeting of the Managers, or any action that may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers and any further requirements of law pertaining to such consents have been complied with.

B. OFFICERS

4.14 General Provisions . The Officers of the Company shall consist of a President, a Treasurer, and a Secretary, who shall be elected by the Managers, and such other officers as may be elected by the Managers or appointed as provided in this Agreement Each officer shall perform the functions specified in this Agreement or as otherwise designated by the Managers in their sole discretion. Each Officer shall be elected or appointed for a term of office running until the meeting of the Managers following the next annual meeting of the Members, or such other term as provided by resolution of the Managers or the appointment to office. Each Officer shall serve for the term of office for which he or she is elected or appointed and until his or her successor has been elected or appointed and has qualified or his or her earlier resignation, removal from office, or death. Any two or more offices may be held by the same person, except that the President and the Secretary shall not be the same person.

4.15 President . The President shall be responsible for the general and active management of the operation of the Company subject to the authority of the Managers. The President shall be responsible for the administration of the Company, including general supervision of the policies of the Company and general and active management of the financial affairs of the Company.

4.16 Vice Presidents . The Company may have one or more Vice Presidents, elected by the Managers, who shall perform such dudes and have such powers as may be delegated by the Managers.

4.17 Secretary . The Secretary shall keep minutes of all meetings of the Members and the Managers and have charge of the company records and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the President or the Managers.

4.18 Treasurer . The Treasurer shall be charged with the management of the financial affairs of the Company, shall have the power to recommend action concerning the Company’s affairs to the President, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the President or the Managers.

4.19 Assistant Secretaries and Treasurers . Assistants to the Secretary and Treasurer and such other officers as may be designated from time to time may be appointed by the President or elected by the Managers and shall perform such duties and have such powers as shall be delegated to them by the President or the Managers.

ARTICLE V

RIGHTS AND OBLIGATIONS OF MEMBERS

If the Company has more than one Member, or if the Company's sole Member is not the sole Manager, then the following actions shall require prior written approval by Majority Vote:

(i) the sale, exchange or other disposition of all or any part of the Company's assets;

(ii) the merger of the Company into another entity;

(iii) the borrowing of any funds exceeding such amount of as may be approved by the sole Member;

(iv) the entering into any contract with, consummating any transaction with, or paying any compensation to, a Manager, a Member, or any Affiliate of the Manager or any Member;

(v) the confession of any judgment against the Company or the voluntary declaration of bankruptcy by the Company;

(vi) the admission of additional Members;

(vii) the acquisition of any real property or an ownership interest in another entity;

(viii) any request for additional capital from the Members.

ARTICLE VI

ACTION BY MEMBERS

Each Member shall have the right to one vote. Members shall act by Majority Vote.

ARTICLE VII

CONTRIBUTIONS

Each Member shall contribute property as an initial capital contribution.

ARTICLE VIII

DISTRIBUTIONS

8.1 Distributions . All distributions shall be made to the Members in proportion to their respective Ownership Percentages at the time of the distribution; provided, that following the dissolution of the Company as provided in Section 12.1 hereof, distributions shall be made in accordance with Section 12.2 hereof.

8.2 Limitation Upon Distributions . No distribution shall be made to Members if prohibited by Section 18-607 of the Delaware Act.

8.3 Interest On and Return of Capital Contributions . No Member shall be entitled to interest on such Member's Capital Contribution or to a return of its Capital Contribution, except as otherwise specifically provided for herein.

8.4 Priority and Return of Capital . No Member shall have priority over any other Member, either as to the return of capital contributions or as to profits, losses or distributions. This Section shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

ARTICLE IX

ALLOCATIONS OF NET PROFITS AND NET LOSSES

9.1 General Allocations . Profits and losses shall be allocated for each fiscal year first to the Members to the extent (and in the least amount) necessary to cause their Capital Account balances to be in the same proportion as their respective Ownership Percentages and the balance shall be allocated to the Members in proportion to their respective Ownership Percentages.

9.2 Built-IA-Gain or Loss . In the event that the capital accounts of the Members are adjusted to reflect the fair' market value of the Company's property and assets, either upon contribution of property to the Company or otherwise, the Members' distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, with respect to such property, shall be determined pursuant to 1.704- 1 (b)(4)(i) of the Regulations so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under 704(c) of the Code. Any deductions, income, gain or loss specially allocated pursuant to this subsection 9.2 shall not be taken into account for purposes of adjusting a Member's Capital Account.

ARTICLE X

BOOKS AND RECORDS

10.1 Accounting Period . The Company's accounting period shall be the calendar year.

10.2 Records and Reports . At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Manager;

(b) Copies of records to enable a Member to determine the relative voting rights, if any, of the Members;

(c) A copy of the Certificate of Formation of the Company and all amendments thereto;

(d) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(e) Copies of this Operating Agreement, together with any amendments thereto; and

(f) Copies of any financial statements of the Company for the three most recent years.

The books and records shall be at all times maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

10.3 Tax Returns . At the expense of the Company, the Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

ARTICLE XI

TRANSFERABILITY: ADDITIONAL MEMBERS

A transferee of the interest of a Member shall become a Member only if the transferor, his legal representative or authorized agent has executed a written instrument of transfer of such interest in form and substance satisfactory to the Manager, and the Members, by Majority Vote, approve the proposed transfer.

Any individual or other entity approved by Majority Vote may become a Member in the Company for such consideration as the Members by Majority Vote shall determine.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 Dissolution . The Company shall be dissolved only upon a Majority Vote of the Members or upon the dissolution or death of all Members. No other event shall cause the Company to dissolve. Upon dissolution, the Company shall cease to carry on its business, except as permitted by the Delaware Act.

12.2 Winding Up Liquidation and Distribution of assets .

(a) Upon dissolution, if there is more than one Member, then an accounting shall be made by the Company's accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager(s), or if none, the person or entity selected by Majority Vote of the Members (the "Liquidator") shall immediately proceed to wind up the affairs of the Company as provided by the Delaware Act.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager(s) or Liquidator shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers) or Liquidator may determine to distribute any assets to the Members in kind);

(2) Allocate any profit or loss resulting from such sales to the Members in accordance with Article IX Hereof;

(3) Discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company;

(4) Distribute the remaining assets to the Members, either in cash or in kind, in accordance with the positive balance (if any) in each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's calendar year during which the liquidation occurs), with any balance in excess thereof being distributed in proportion to the Members' respective Ownership Percentages. Any such distributions in respect to Capital Accounts shall, to the extent practicable, be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations; and

(5) If any assets of the Company are to be distributed in kind, the net fair market value of such assets shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the capital accounts of the Members shall be adjusted pursuant to the provisions of this Operating Agreement to reflect such deemed sale.

(c) Notwithstanding anything to the contrary in this Agreement, a Member shall have no obligation to make any capital contribution to reduce or eliminate the negative balance of such Member's capital account.

12.3 Return of Contribution Nonrecourse to Other Members . Each Member shall look solely to the assets of the Company for the return of the Member's capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the capital contribution of one or more Members, then such Member or Members shall have no recourse against any other Member or any Manager.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Creditors . None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any person not a party hereto.

13.2 Federal Income Tax Elections : Tax Status. All elections required or permitted to be made by the Company under the Code shall be made by Majority Vote. As long as the Company has a single Member, the Company shall be taxed as a division of the sole Member if the Member is an entity other than an individual, trust, or estate and, if the sole member is an individual, estate, or trust, then as a sole proprietorship or as directly owned assets of the sole Member,

13.3 Amendments . Any amendment to this Agreement shall be made by Majority Vote. This agreement amends and restates in its entirety the Original Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, as the sole Member and a Manager of the Company, has set his or her hand and seal and has set out below his or her signature, his or her address, the address of the principal place of business of the Company, effective as of the 30 day of March, 2005.

Sole Member:

COTT BEVERAGES USA. INC

By: /s/ Catherine Brennan
Catherine Brennan, Vice President, Treasurer

Address of Company's principal place of business:

1043 Third Avenue
Columbus, Georgia 31901

Address of Member:

5650 Whitesville Road, Suite 201
Columbus, Georgia 31904

Exhibit 3.1(69)

FILE COPY

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company No. 6618514

The Registrar of Companies for England and Wales hereby certifies that

BRABCO 817 LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **12th June 2008**

N06618514I

Companies House
for the record

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

FILE COPY

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

Company No. 6618514

The Registrar of Companies for England and Wales hereby certifies that

BRABCO 817 LIMITED

having by special resolution changed its name, is now incorporated under the name of

MR FREEZE UK LIMITED

Given at Companies House on **14th August 2008**

C06618514D

Companies House
for the record

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

FILE COPY

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

Company No. 6618514

The Registrar of Companies for England and Wales hereby certifies that

MR FREEZE UK LIMITED

having by special resolution changed its name, is now incorporated under the name of

MR FREEZE (EUROPE) LIMITED

Given at Companies House on **20th August 2008**

C06618514J

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Exhibit 3.1(70)

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

MR FREEZE (EUROPE) LIMITED

(the Company)

Incorporated on 12 June 2008

Adopted on 27 June 2013

INDEX TO THE ARTICLES

Registered Number: 06618514

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MR FREEZE (EUROPE) LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

" articles " means the Company's articles of association.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 41.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"distribution recipient" has the meaning given in article 33.

"document" includes, unless otherwise specified, any document sent or supplied in electronic form.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006.

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006.

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

"instrument" means a document in hard copy form

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"paid" means paid or credited as paid.

"participate" , in relation to a directors' meeting, has the meaning given in article 10.

"proxy notice" has the meaning given in article 47. **"shareholder"**

means a person who is the holder of a share. **"shares"** means

shares in the Company.

"special resolution" has the meaning given in section 283 of the Companies Act 2006.

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney); (c)

to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate: (a)

its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest **("Conflict").**

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b)

a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine: (a)

for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may: (a)

take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors, (b)

general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS
SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued; (b)

the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is: (a)

damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not: (a)

shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a **"proxy notice")** which: (a)

states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5 ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is: (a)

any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a **"relevant director"** means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a **"relevant director"** means any director or former director of the Company or an associated company;

(b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

FIRST AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Star Real Property LLC, a Delaware limited liability company (the " **Company** "), and Cott Acquisition LLC, a Delaware limited liability company, and Cliffstar LLC, a Delaware limited liability company, who together own 100% of the Shares of the Company (the " **Shareholders** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Amended and Restated Limited Liability Company Agreement of the Company dated as of August 17, 2010 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires the affirmative vote of the holders of a majority of the outstanding Shares of the Company.

NOW, THEREFORE, BE IT RESOLVED , that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 Replace Article III, Section 4 of the LLC Agreement in its entirety with the following:

Section 4. Transferability of Shares

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares and the Company shall not be required to recognize any such transfer until each Shareholder consents; provided, that, notwithstanding the foregoing, §18-702 or §18-704 of the Act or anything else in this Agreement or the Act to the contrary and without the consent of the other Shareholders:

(a) A Shareholder may grant a security interest in or against any Shares or any and all rights and privileges related to the Shares and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which a Shareholder has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any

Shareholder gives, or purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include membership interests in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Shares and to exercise voting or consensual rights (with or without the transfer of Shares) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement:

(i) cause any Shareholder to cease to be, or have the power to exercise any rights or powers of, a Shareholder; or

(ii) impose any liability on any Secured Party solely as a result of the Pledge.

(d) A person or entity that acquires Shares or Rights from a Shareholder pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a Shareholder of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Shareholder. An Assignee that becomes a Shareholder of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Shareholder. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Act.

Each Shareholder hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Shareholders.

2. No Further Amendment . Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

COTT ACQUISITION LLC

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Treasurer

CLIFFSTAR LLC

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Treasurer

[Signature Page to Amendment No. 1 to Amended and Restated LLC Agreement]

STAR REAL PROPERTY LLC
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

This amended and restated limited liability company agreement (this "Agreement") of Star Real Property LLC, a Delaware limited liability company (the "Company"), dated as of August 17, 2010 (the "Effective Date") is made by Cott Acquisition LLC, a Delaware limited liability company, and Cliffstar LLC, a Delaware limited liability company, who together own 100% of the Shares (as hereinafter defined) of the Company. This Agreement shall be effective as of the Effective Date and amends and restates the Company's previous limited liability company agreement in its entirety.

ARTICLE I - FORMATION AND PURPOSE

Section 1. Organization

Star Real Property LLC, a limited liability company organized under the Delaware Limited Liability Company Act, 18 Del. Code. §18-101, *et seq* ., as amended from time to time (the "Act"), was organized by filing a Certificate of Formation of the Company (the "Certificate") with the Secretary of State of Delaware on July 16, 2002.

The Certificate may be restated by the Board of Directors as provided in the Act or amended by the Board of Directors with respect to the address of the registered office of the Company in the State of Delaware and the name and address of its registered agent in the State of Delaware or to make corrections required by the Act. Other additions to or amendments of the Certificate shall be authorized by the Shareholders as provided herein. The Board of Directors shall deliver a copy of the Certificate to any Shareholder who so requests.

Section 2. Term

The life of the Company shall be perpetual, unless sooner terminated pursuant to the provisions of this Agreement or as provided by law.

Section 3. Fiscal Year

The annual accounting period of the Company shall be its taxable, or fiscal, year. The Company's taxable, or fiscal, year shall be selected by the Board of Directors, subject to the requirements and limitations of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, from time to time as the needs of the Company's business require.

Section 4. Purpose

The principal business activity and purposes of the Company shall initially be to engage in any lawful business, purpose or activity permitted by the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Shareholders or directors responsible for the liabilities of the Company.

Section 5. Registered Office

The registered office of the Company shall be Registered Agent Solutions, Inc., 32 W. Loockerman Street, Suite 201, Dover, Delaware 19904. The Company may also have offices at such other places outside the United States of America as the Board (as hereinafter defined) may from time to time determine or the business of the Company may require.

Section 6. Qualification in Other Jurisdictions

The Board of Directors shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation, the appointment of agents for service of process in such jurisdictions.

ARTICLE II - SHARES

Section 1. Shares

The Company is authorized to issue an unlimited number of Shares of common interests (the "Shares"). Each holder of Shares is referred to herein as a "Shareholder." Fractions of a Share may be created and issued. The rights, preferences, privileges and restrictions granted to and imposed upon the Shares shall be as provided herein. The directors of the Company may, at any time and from time to time, authorize the Company to issue, or take subscriptions for, Shares.

Except as otherwise provided in this Agreement, as it may be amended from time to time,

(a) all Shares are identical in all respects and entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations, and restrictions, and

(b) the holder of each Share shall have the right to one vote per Share on each matter submitted to a vote of the Shareholders.

Section 2. Certificates of Shares

The ownership of Shares shall be evidenced by certificates. Each Shareholder shall be entitled to a certificate representing such Shareholder's Shares in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the Chairman or Vice Chairman of the Board of Directors. Such signatures may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he were such officer, transfer agent or registrar at the time of its issue.

The certificates of shares of the Company shall be numbered and shall be entered in the books of the Company as they are issued. They shall exhibit the holder's name and the number of shares, shall be signed by the Chairman or Vice Chairman of the Board of Directors and shall bear the Company seal, if any. Unless otherwise determined by the Board of Directors, one (1) share shall be issued to

each Shareholder for each dollar (US$1.00) of share capital contributed to the Company. The Company shall issue share certificates to all initial Shareholders, any Shareholders later admitted, and to any Shareholder contributing additional capital to the Company.

The Company shall keep a register of its Shareholders at its principal offices (or such other location as may be required by the Act), or at any other office designated by the Board of Directors. There shall be entered on such register, at any time of the issuance of each share, the number of the certificate issued, the kind of certificate issued, the name, address, and other contact information of the person owning the shares represented thereby, the number of such shares, and the date of issuance thereof. Every certificate exchanged or returned to the Company shall be marked “cancelled” with the date of cancellation.

Each Shareholder of the Company has the right, subject to such reasonable standards (including standards governing what information and documents are to be furnished at what time and location and at whose expense) as may be set forth herein or as may be established by the Board of Directors, to obtain copies of books and records, tax returns, shareholder lists, organizational documents, capital contribution statements, and other information related to the status of the business from the Company from time to time upon reasonable demand for any purpose reasonably related to the Shareholder’s interest as a Shareholder of the Company, but only during the Company’s normal business hours.

Section 3. Lost or Destroyed Certificates

The holder of any shares of the Company shall immediately notify the Company of any loss or destruction of any certificate issued to him. The Company may issue a new certificate in the place of any certificate theretofore issued by it alleged to have been lost or destroyed, and the Board of Directors may require the owner of the lost or destroyed certificate, or his legal representatives, to give the Company a bond in such sum as the Board of Directors may direct, and with such surety or sureties as may be satisfactory to the Board of Directors, to indemnify the Company against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

A new certificate may be issued without requiring any bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 4. Record Date

The Board of Directors may set a record date for a stated period for the purpose of making any proper determination with respect to Shareholders, including which Shareholders are entitled to notice of a meeting, vote at a meeting, receive a distribution, or be allotted other rights.

The record date may not be prior to the close of business on. the day the record date is fixed. The record date shall not be more than ninety (90) days before the date on which the action requiring the determination will be taken. In the case of a meeting of Shareholders, the record date shall be at least ten (10) days before the date of the meeting.

ARTICLE III - MEMBERSHIP AND TRANSFERABILITY

Section 1. Shareholders

For the purpose of this Agreement the term “Shareholder” shall mean a “Member” as defined under Section 18-101(11) of the Delaware Limited Liability Company Act, 6 Del. C. Sections 18-101 et seq. (the “Act”)

As of the Effective Date, the Company has one hundred (100) Shares issued and outstanding and such Shares are held by Cliffstar LLC (99 Shares) and Cott Acquisition LLC (1 Share). In consequence, as of the Effective Date, Cliffstar LLC and Cott Acquisition LLC are together the holders of 100% of the ownership interest in the profits and losses of the Company, have the right to receive any and all distributions from the Company, have the right to vote on and approve actions and decisions reserved to the Shareholders under this Agreement or the Act and have the right to any and all other benefits to which Shareholders of a limited liability company may be entitled under this Agreement or the Act, each according to their relative ownership interest.

No person may become a Shareholder of the Company unless he, she or it holds Shares, and no person who acquires a previously outstanding Share or Shares in accordance with this Agreement shall be a Shareholder of the Company within the meaning of the Act unless such Share of Shares are acquired in compliance with the provisions of this Article III. When any person is admitted as a Shareholder or ceases to be a Shareholder, the Board shall prepare an Annex to this Agreement describing the then-current membership of the Company.

Section 2. Substitute Shareholders

No Shareholder shall have the right to designate an assignee of Shares as a substitute Shareholder. No assignee of Shares shall have the rights, powers and obligations of a Shareholder under this Agreement (including, without limitation, any right to vote on any matter) unless each Shareholder consents to the admission of the proposed assignee as a Shareholder or the proposed assignee receives 100% of the outstanding Shares of the Company. An assignment of a Share entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled to the extent assigned.

Section 3. Termination of Membership

A Shareholder ceases to be a Shareholder and to have the power to exercise any rights or powers of a Shareholder upon assignment of all of his, her or its Shares. The pledge of, or granting of, a security interest, lien or other encumbrance in or against, any or all of the Shares shall, by itself, not cause the Shareholder to cease to be a Shareholder or cease to have the power to exercise any rights or powers of a Shareholder.

Section 4. Transferability

No Shareholder, without the prior written consent of all other Shareholders, shall sell, assign, transfer, mortgage or pledge his, her or its Shares. The Company shall not be required to recognize any such transfer until each Shareholder consents.

ARTICLE IV - MEETINGS OF SHAREHOLDERS

Section 1. Time and Place of Meetings

All meetings of the Shareholders for the election of directors or for any other purpose shall be held at such time and place, within or outside the United States of America, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings

Annual meetings of Shareholders shall be held at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting, at which meeting the Shareholders shall elect the directors, and transact such other matters as may properly be brought before the meeting. Failure to hold an annual meeting shall not have any adverse effect on the Company or its ability to conduct business.

Section 3. Notice of Annual Meetings

Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each Shareholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 4. Special Meetings

Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Formation shall be called at the request in writing of a majority of the directors, or at the request in writing of Shareholders owning a majority of the Shares entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and shall be delivered to the Board of Directors, which shall set the record date and the date of the special meeting.

Section 5. Notice of Special Meetings

Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each Shareholder entitled to vote at such meeting.

Section 6. Quorum

The holders of a majority of the Shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by the Act or by the Certificate of Formation. The Shareholders present at a meeting at which a quorum is present may continue to do business until the meeting is concluded, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 7. Action by Shareholders

When a quorum is present at any meeting, the vote of the holders of a majority of the Shares having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of this Agreement, the Act, or of the Certificate of Formation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. Written Action

Any action required to be taken at any annual or special meeting of Shareholders of the Company, or any action which may be taken at any annual or special meeting of such Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of Shares having not less than the minimum amount that would be necessary to authorize or take such action at a meeting at which all interests in the Company entitled to vote thereon were present and voted.

ARTICLE V - DIRECTORS

Section 1. Management of the Company

The business and affairs of the Company shall be managed under the direction of its Board of Directors (the "Board"), which may exercise all such powers of the Company and. do all such lawful acts and things as are not by statute or by the Certificate of Formation or by this Agreement directed or required to be exercised or done by the Shareholders.

For all purposes, the directors constituting the Board shall have the powers, duties, rights and responsibilities, and, for all statutory purposes, be deemed "Managers" in accordance with Section 18-402 of the Act. Each member of the Board shall have one vote on each matter submitted to the vote of the Board.

A Shareholder, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company, and shall not have any right or authority to act for or bind the Company.

Section 2. Number and Term

The number of directors of the Company shall be such number as shall be designated from time to time by resolution of the Board and initially, upon adoption of this Agreement, shall be one (1). Each director (including any interim director chosen by the Board in accordance with Section 3 of this Article V) shall be a natural person and a majority of the directors (including any such interim director) constituting the Board at any time and from time to time must have their primary residences in the United States of America. The directors shall be elected at the annual meeting of the Shareholders, except as provided in Section 3 of this Article V.

Marni Morgan Poe is hereby elected as the initial director.

Each director elected shall hold office for a term of one year and shall serve until his/her successor is elected and qualified or until his/her death, resignation or removal. Any director may be removed from the Board at any time by the vote of the holders of a majority of the Shares then outstanding.

Section 3. Vacancies and New Directorships

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a vote of the holders of a majority of the Shares then outstanding, and any director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced.

Section 4. Place of Meetings

The Board may hold meetings, both regular and special, at any place within or outside the State of Delaware, except that no such meeting may be held at any place outside the United States of America.

Section 5. Regular Meetings

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 6. Special Meetings

Special meetings of the Board may be called on the written request of two directors, upon providing one day's notice to each director personally or by telephone or ten days notice by mail. A director shall waive failure to give notice, if such director shall attend or otherwise participate in such meeting.

Section 7. Quorum

At all meetings of the Board, all of the directors then in office shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. No Written Action

No action required or permitted to be taken at any meeting of the Board may be taken without a meeting. Without limiting the generality of the foregoing, no such action may be taken by written consent of the Board.

Section 9. Participation in Meetings by Conference Telephone

No director may participate in a meeting of the Board unless such director is present in person at the meeting except, if circumstances make in-person participation at the meeting impractical for any director, such director may participate in the meeting by means of conference telephone or similar communications equipment by which all persons participating can hear each other provided that such director is in the United States of America at all times during the meeting and a majority of the directors constituting the Board are present in person at the meeting.

Section 10. Committees of Directors

The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee.

Any such committee, to the extent provided in the resolution of the Board or in this Agreement, shall have and may exercise all of the powers and authority of the Board and may authorize the seal of the Company, if any, to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters:

(i) approving or adopting, or recommending to the Shareholders, any action or matter expressly required by the Act to be submitted to Shareholders for approval or

(ii) adopting, amending or repealing any provision of the Company's Certificate of Formation or this Agreement. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. The provisions of Sections 4 through 9 of this Article V shall also apply to meetings of each committee as if the references in such provisions to the Board were instead references to such committee. Each committee shall keep regular minutes of its meetings and report the same to the Board when requested.

Section 11. Compensation of Directors

Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Directors may also be reimbursed by the Company for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Company in any other capacity and receiving compensation therefor.

ARTICLE VI - NOTICES

Section 1. Generally

Whenever, under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, notice is required to be given to any director or Shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or Shareholder, at such director's or Shareholder's address as it appears on the records of the Company, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile or telephone.

Section 2. Waiver

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Formation, this Agreement or the Act, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII - OFFICERS AND REPRESENTATIVES

Section 1. Generally

The Board may at any time and from time to time appoint one or more persons who shall be referred to as “officers” or “representatives” of the Company to perform certain duties on behalf of the Company.

Section 2. Removal

Any officer or representative appointed by the Board may be removed at any time by the affirmative vote of the directors.

Section 3. Authorities and Duties

The officers and representatives of the Company shall have such authority and shall perform such duties, if any, as may be specified by the Board from time to time.

ARTICLE VIII - INDEMNIFICATION

Section 1. Limitation of Liability

Except as otherwise expressly provided by the Act,

(a) the debts, obligations and liabilities of the Company whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and

(b) no Shareholder, director, officer, representative, agent or employee of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, director, officer, representative, agent or employee of the Company.

Section 2. Exculpation

No Shareholder, director, officer, representative, agent or employee of the Company shall be liable to the Company or any other Shareholder, director, officer, representative, agent or employee of the Company for any loss, damage or claim incurred by reason of any act or omission of such Shareholder, director, officer, representative, agent or employee of the Company, except to the extent that such act or omission involved such person’s fraud, gross negligence or willful misconduct.

Section 3. Indemnification

The Company shall, to the fullest extent permitted by the Act, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is or was, or has agreed to become, a Shareholder, director, officer, representative or employee of the Company, or is or was serving, or has agreed to serve, at the request of the Company, as a director, manager, officer, representative, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted by an Indemnitee in his, her or its capacity as a Shareholder, director, officer, representative or employee of the Company, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise. The right to indemnification conferred by this Article VIII shall be deemed to be a contract between the Company and each person referred to herein. The Company may, but shall not be obligated to, maintain insurance, at its expense, for its benefit in respect of such indemnification and that of any such person whether or not the Company would otherwise have the power to indemnify such person.

Section 4. Advances

Any person claiming indemnification within the scope of this Article VIII shall be entitled to advances from the Company for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 5. Procedure

On the request of any person requesting indemnification under this Article VIII, the Board or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board or such committee so directs or if the Board or such committee is not empowered by statute to make such determination.

Section 6. Other Rights

The indemnification and advancement of expenses provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of Shareholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director, officer or representative and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7. Modification

No amendment or repeal of any provision of this Article VIII shall alter, to the detriment of an Indemnitee, the right of such Indemnitee to the advancement of expenses or indemnification hereunder related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

ARTICLE IX - DISTRIBUTIONS

Section 1. Distributions

Distributions, if any, upon the Shares may be declared by the directors at any regular or special meeting, subject to the Certificate of Formation, this Agreement and the Act.

Subject to applicable law, distributions may only be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

Any such distribution shall be made to the holders of the Shares at the time of the declaration pro rata in proportion to the number of Shares held by each Shareholder.

Section 2. Reserves

Before payment of any distribution, there may be set aside out of any funds of the Company available for distribution such sum or sums as the Board, from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies or for working capital, capital expenditures or operating expenses, or for equalizing distributions, or for repairing or maintaining any property, or for such other purpose as the Board shall deem necessary or advisable, and the Board may modify or abolish any such reserve in the manner in which it was created.

Section 3. Distributions Upon Dissolution of the Company

Upon dissolution of the Company, the Board shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining fair value therefor, and shall apply and distribute the proceeds in the following order of priority:

(i) First, to the payment and discharge of all of the Company's debts, liabilities, and obligations, including the establishment of necessary reserves; and

(ii) Second, to the holders of the Shares *pro rata* in proportion to the number of Shares held by each Shareholder.

Section 4. Limitations on Distributions

Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Shareholder on account of its Shares if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE X - ACCOUNTING

The books of account of the Company shall be kept in the United States of America.

ARTICLE XI - TAXES

Within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to the holders of Shares such information, if any, with respect to the Company as may be necessary for the preparation of their federal, state, or local income tax or information returns, including a statement showing the Company's income, gain, loss, deduction, and credits for the fiscal year.

ARTICLE XII - BANK ACCOUNT AND EXECUTION OF INSTRUMENTS

Section 1. Corporate Contracts and Instruments

The Board, except as otherwise provided herein, may authorize any officer or officers, or representative or representatives, to enter into any contract or execute any instrument in the name of and on behalf of the Company. Unless so authorized or ratified by the Board, no officer, representative or employee shall have any power or authority to bind the Company by any contract or arrangement or to pledge its credit or to render it liable for any purpose or for any amount.

Without limiting the generality of the foregoing, checks or demands for money and notes of the Company shall be signed by such officer or officers or such representative or representatives as the Board may from time to time designate.

Section 2. Bank Accounts

All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Board of Directors shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and funds therein.

All checks, drafts, bills of exchange, acceptances, bonds, endorsements, notes or other obligations, or evidences of indebtedness of the Company, and all deeds, mortgages, indentures, bills of sale, conveyances, endorsements, assignments, transfers, stock powers or other instruments of transfer, contracts, agreements, dividend or other orders, powers of attorney, proxies, waivers, consents, returns, reports, certificates, demands, notices or documents, and other instruments or rights of any nature, may be signed, executed, verified, acknowledged and delivered by such persons (whether or not representatives or employees of the Company) and in such manners as from time to time may be determined by the Board of Directors.

ARTICLE XIII - GENERAL PROVISIONS

Section 1. Seal

The Board may adopt a seal and use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2. Rights of Creditors and Third Parties

This Agreement is entered into solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person.

Section 3. Entire Agreement

This Agreement constitutes the entire agreement of the Shareholders and the Board of Directors relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

Section 4. Consent to Jurisdiction

The parties to this Agreement thereby consent to the non exclusive jurisdiction of the courts of the State of Delaware in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the Company.

Section 5. Binding Effect

This Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees. If a Shareholder which is not a natural person is dissolved or terminated, the successor of such Shareholder shall be bound by the provisions of this Agreement.

Section 6. Governing Law; Severability

This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict of laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate of Formation or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

Section 7. Further Assurances

In connection with this Agreement and the transactions contemplated hereby, each Shareholder shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Board of Directors.

Section 8. Waiver of Certain Rights

Each Shareholder irrevocably waives any right it may have to maintain any action for dissolution of the Company, for an accounting, for appointment of a liquidator, or for partition of the property of the Company. The failure of any Shareholder to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Shareholder’s right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

Section 9. Notice to Shareholders of Provisions of this Agreement

By executing this Agreement, each Shareholder acknowledges that such Shareholder has actual notice of all of the provisions of this Agreement. Each Shareholder hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Shareholder hereby waives any requirement that any further notice thereunder be given.

Section 10. Interpretation

Titles or caption's of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

Section 12. Confidentiality

Each Shareholder agrees that at all times, including periods during which such Shareholder holds an interest in the Company and any period during which such Shareholder has ceased to hold an interest in the Company, such Shareholder will, and will direct the directors designated by it:

(a) to hold in strict confidence the terms and provisions of this Agreement; and

(b) to hold in strict confidence, and not use, any confidential or proprietary data or information obtained from the Company with respect to the Company's business or financial condition or otherwise except to the extent, in each case, that such information:

(i) becomes a matter of public record, is published in a newspaper, magazine or other periodical, or otherwise becomes available to the general public or generally known in the industry, other than as a result of any act or omission of such Shareholder or director;

(ii) becomes lawfully available to such Shareholder or director from a third party which has no duty of confidentiality with respect to such information;

(iii) is required to be disclosed under applicable law or judicial process or any exchange or other market on which securities of a Shareholder are traded, but only to the extent it must be disclosed, and provided that the Shareholder gives prompt notice of such requirement to the Company and the other Shareholders to enable the Company or such other Shareholders to seek an appropriate protective order; or

(iv) is necessary to be disclosed in order for such Shareholder or director to properly perform his duties under this Agreement.

ARTICLE XIV - AMENDMENTS

Except as otherwise provided the Act or the Certificate of Formation, this Agreement may be altered, amended or repealed, or a new operating agreement may be adopted, only by the affirmative vote of the holders of a majority of the then outstanding Shares.

IN WITNESS WHEREOF, the undersigned have caused this Limited Liability Company Agreement to be duly executed and delivered as of the date and year first above written.

COTT ACQUISITION LLC

By: /s/ Marni Morgan Poe
Name: Marni Morgan Poe
Title: Vice President and Secretary

CLIFFSTAR LLC

By: /s/ Marni Morgan Poe
Name: Marni Morgan Poe
Title: Vice President and Secretary

No. C.172

DUPLICATE FOR THE FILE.

620367/13

Certificate of Incorporation on Change of Name

Whereas

J.F. CHEMICALS LIMITED

is incorporated as a limited company under the

Companies Act, 1948,

the Fifth day of February, 1959

And whereas by special resolution of the Company and with the approval of the Board of Trade it has changed its name,

Now therefore I hereby certify that the Company is a limited company incorporated under the name of

STOCKPACK LIMITED

Given under my hand at London, this thirteenth day of February One thousand nine hundred and sixty two.

Certificate received by Posted

Assistant Registrar of Companies.

Date 13/2/62.

1793

39/728 5M 12/61 ATOS. 746

Certified a true copy of a document kept and registered on 13th February 1962 at the office for the registration of Companies

Signature /s/ A.E. Thomas

Authorised by the Registrar of Companies

Date 22nd May 2014

Exhibit 3.1(74)

No : 620367

COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

STOCKPACK LIMITED

(Adopted by Special Resolution passed 4th October 1995)

Table A

1 The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with these Articles. References herein to Regulations are to regulations in Table A unless otherwise stated.

Share Capital

2 The share capital of the Company as at the adoption of these Articles of Association is £3 and US$3 divided into 3 ordinary shares of £1 each and 3 ordinary shares of US$1 each

Authority to Allot

3 3.1 The directors are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 ("the Act") (and so that expressions used in this article shall bear the same meanings as in the said section 80) to exercise all powers of the Company to allot relevant securities of the Company. The authority hereby conferred shall be for a period of five years from the date of adoption of these Articles unless renewed, varied or revoked by the Company in general meeting, and the

maximum amount of relevant securities which may be allotted pursuant to such authority shall be equal to the amount of share capital of the Company authorised but unissued at the date of adoption of this article or, where the authority is renewed, at the date of renewal. The directors may under this authority or under any renewal thereof make at any time prior to the expiry of such authority any offer or agreement which would or might require relevant securities of the Company to be allotted after the expiry of such authority.

3.2 By virtue of Section 91 of the Act the provisions of sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90 of the Act shall not apply to the Company.

Issue of Share Warrants

4 4.1 Subject to the provisions hereinafter contained the Company may issue share warrants with respect to any shares which are fully paid up upon a request in writing by the person registered as the holder of such shares. The request shall be in such form, and authenticated by such statutory declaration or other evidence as to the identity of the person making the same as the directors shall from time to time require.

4.2 Before the issue of a share warrant, the certificate (if any) for the shares intended to be included in it shall be delivered up to the directors.

4.3 Share warrants shall be issued under the common seal of the Company or, if the directors so resolve, such other manner having the same effect as if issued under the common seal of the Company, and shall state that the bearer is entitled to the shares therein specified.

4.4 The bearer for the time being of a share warrant shall, subject to these articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the register as the holder of the shares specified in such share warrant.

4.5 The shares included in any share warrant shall be transferred by delivery of the share warrant without any written transfer and without registration, and the provisions in these articles with respect to the transfer and transmission of and to the lien of the Company on shares shall not apply to shares so included.

4.6 No person shall as bearer of a share warrant be entitled to attend or vote or exercise in respect thereof any of the rights of a member at any general meeting of the Company or sign any requisition for or give notice of intention to submit a resolution to a meeting, or to sign any written resolution of the Company unless three days at least (or such lesser period as the directors shall specify) before the day appointed for the meeting in the first case, and unless before the requisition or notice is left at the registered office, in the second case, or before he signs the written resolution in the third case, he shall have deposited the share warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the Company or such other place as the directors appoint, together with a statement in writing of his name and address, and unless the share warrant shall remain so deposited until after the meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed. Not more that one name shall be received as that of the holder of a share warrant.

4.7 There shall be delivered to the person so depositing a share warrant a certificate stating his name and address and describing the shares represented by the share warrant so deposited by him, and such certificate shall entitle him, or his proxy duly appointed, to attend and vote at any general meeting or to sign any written resolution in the same way as if he were the registered holder of the shares specified in the Certificate. Upon delivery up of the said Certificate to the Company, the share warrant in respect whereof it shall have been given shall be returned.

4.8 No person as bearer of any share warrant shall be entitled to exercise any of the rights of a member (save as hereinbefore expressly provided in respect of general meetings) without producing such share warrant and stating his name and address, and (if and when the directors so require) permitting an endorsement to be made thereon of the fact, date, purpose and consequence of its production.

4.9 The directors shall provide as from time to time they shall think fit for the issue to the bearers for the time being of share warrants of coupons payable to bearer providing for the payment of the dividends upon and in respect of the shares represented by the share warrants provided that no coupon shall be valid if issued prior to 31st October 1995. Every such coupon shall be distinguished by the number of the share warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that share warrant.

4.10 Upon any dividend being declared to be payable upon the shares specified in any share warrant, the Directors shall give notice to the members in accordance with these articles, stating the amount per share payable, date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive at the expiration of such number of days (not exceeding 14) after so delivering it up as the Directors shall from time to time direct the dividend payable on the shares specified in the share warrant to which the said coupon shall belong, according to the notice which shall have been so given.

4.11 The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment to such amount of dividend on the share warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.

4.12 If any share warrant or coupon be worn out or defaced, the Directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any share warrant or coupon be lost or destroyed, the Directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity being given to the Company as they shall think adequate, issue a new one in its stead. In case of loss or destruction the bearer to whom such new warrant or coupon is issued shall also bear and pay to the Company all expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.

4.13 If the bearer of any share warrant shall surrender it together with all coupons belonging thereto for cancellation and shall lodge therewith at the registered office for the time being of the Company a declaration in writing, signed by him, in such form and authenticated in such manner as the Directors shall from time to time direct, requesting to be registered as a member in respect of the shares specified in such warrant, and stating in such declaration his name and address, he shall be entitled to have his name entered as a registered member of the Company in respect of the shares specified in the Warrant so surrendered, but the Company shall not be responsible for any loss incurred by any person by reason of the Company entering in the register upon the surrender of a warrant the name of any person not the true and lawful owner of the Warrant surrendered.

4.14 A notice may be given by the Company to the holder of a share warrant to the address supplied by him by notice in writing to the Company from time to time for the giving of notice to him. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the share warrant which shall be cancelled and a new share warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the share warrant may be given.

4.15 The Directors may from time to time require any holder of a share warrant who gives, or has given, an address at which notices may

be served on him, to produce his share warrant and to satisfy them that he is, or is still, the holder of the share warrant in respect of which he gives or gave the address.

4.16 Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these articles, or any notice which cannot be served in the manner so provided, shall be sufficiently given by advertising the same once in the London Gazette.

Deferred Shares

5 5.1 Immediately upon the issue by the Company of any of its authorised but unissued ordinary shares of US$1 one ordinary share for every US$1 share issued shall each be converted into a deferred share of £1 having the rights and being subject to the obligations specified in these Articles without further resolution of the board. Such conversion shall be made pro rata amongst the holders of the ordinary shares.

5.2 Save as provided in paragraph 5.3 below, the holders of deferred shares shall not be entitled to any participation in the profits or the assets of the Company.

5.3 As regards income, the holders of the deferred shares shall not be entitled to any participation in the profits of the Company available for distribution. As regards capital, the holders of the deferred shares shall on a liquidation or other return of capital only be entitled to participate in the assets of the Company after the holders of every other class of shares in the capital of the Company shall have received the sum of £1 million in respect of each share (other than deferred shares) held or deemed to be held by them, and then only to the extent of £1 per share.

5.4 The deferred shares shall entitle the holders thereof to receive notice of and attend at any general meeting of the Company but shall not confer any right to vote.

5.5 Notwithstanding any other provision of these articles, the Company shall have the power and authority at any time to purchase all or any of the deferred shares for an aggregate consideration of £1.

Lien

6 The lien conferred by Regulation 8 shall also attach to fully paid shares and the Company shall have a first and paramount lien on every share (whether or not fully paid) registered in the name of any person, whether he shall be the sole registered holder thereof or shall be one or two or more joint holders, for all moneys presently payable by him or his estate to the Company; and Regulation 8 shall be modified accordingly.

Transfers

7 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 shall not apply to the Company.

Death or Bankruptcy

8 The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice shall have been complied with. Regulation 31 shall be modified accordingly.

General Meetings and Resolutions

9 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote. Regulation 46 shall be

modified accordingly. If within half an hour from the time appointed for a general meeting, a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved. Regulation 41 shall not apply to the Company. One person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum. Regulation 40 shall be modified accordingly.

10 A resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such members or representatives.

Rotation

11 The directors shall not be subject to retirement by rotation and accordingly:

(1) Regulation 73 to 77 inclusive, the last two sentences of Regulation 79, Regulation 80 and the last sentence of Regulation 84 shall not apply to the Company; and

(2) Regulation 78 shall apply but with the deletion of the words “subject as aforesaid” and of the words “and may also determine the rotation in which any additional directors are to retire”.

Alternates

12 An alternate director who is himself a director and/or who acts as an alternate director for more than one director shall be entitled, in the absence of his appointor(s), to a separate vote or votes on behalf of his appointor(s) in addition (if he is himself a director) to his own vote. Regulation 88 shall be modified accordingly.

Directors

13 The first Director of Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies upon registration of the Company.

14 Unless and until the Company in general meeting shall otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be two. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

15 A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company.

16 (A) A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Statutes.

(B) Subject to the provisions of the Statutes, a Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising therefrom and he shall be reckoned in estimating a quorum where any such contract or arrangement is under consideration. If he shall vote on any such contract or arrangement his vote shall be counted and Regulations 94 and 95 of Table A shall be modified accordingly.

17 No person shall be disqualified from being appointed a Director of the Company and no Director of the Company shall be required to vacate that office by reason only of the fact that he has attained the age of 70 years or any other age, nor need the age of any such person or Director nor the fact that any such person or Director is over 70 or any other

age be stated in any notice or resolution relating to his appointment or re-appointment nor shall it be necessary to give special notice under the Statutes of any resolution appointing, re-appointing or approving the appointment of a Director by reason only of his age.

18 The Directors may from time to time appoint one or more of their body to be the holder of the office of managing director or any other executive or salaried office on such terms and for such period as they think fit and a Director holding any such office shall receive such remuneration whether in addition to or in substitution for his ordinary remuneration as a Director and whether by way of salary commission participation in profits or otherwise as the Directors may determine. The Directors may confer upon a Director holding any such office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke withdraw or vary all or any of such powers.

19 Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary commission participation in profits or otherwise as the Directors may determine.

20 So long as the Company is a subsidiary of another company within the meaning of Section 736 of the Companies Act 1985 that other company (hereinafter called “the Holding Company”) shall have power from time to time and at any time to:-

(a) appoint any person or persons as a Director or Directors either in addition to the existing Directors or to fill any vacancy, and to remove from office any Director howsoever appointed; and

(b) appoint to or remove from the office of managing director or any other executive or salaried office of the Company any Director of the Company.

Any such appointment or removal shall be effected by an instrument in writing signed on behalf of the Holding Company by a Director and Secretary thereof and shall take effect upon lodgment at the registered office of the Company. The terms of and powers conferred by any such appointment shall be as stated in the resolution of appointment and may be altered added to withdrawn or otherwise amended at anytime and from time to time by resolution of the Board of the Holding Company or of a duly authorised committee of such Board.

PROVIDED THAT if the Holding Company is itself a subsidiary of another company within the meaning of Section 736 of the Companies Act 1985 then that other company shall be entitled (in lieu of the Holding Company) to exercise the powers thereby and under Articles 27 to 30 (inclusive) conferred on the Holding Company as if such other company were the Holding Company.

21 Provided that they shall have first obtained the written authority of the Holding Company the Directors may appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

Pension and Allowances

22 The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death to any person or to the widow or dependants of any person in respect of services rendered by him to the Company as Director or in any other executive office or employment under the Company or indirectly as executive office or holding company (if any) notwithstanding that he may be or may have been a Director of the Company and may take payments and pay premiums towards and for funds insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions annuities and allowances in the terms of engagement of any such person.

Exhibit 3.1(75)

CERTIFICATE OF INCORPORATION

No. 1015804

I hereby certify that

CRYSTALLISED CONFECTIONS (HILL TOP) LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited,

Given under my hand at London the 28th June 1971

/s/ F. L KNIGHT
(F. L KNIGHT)

Assistant Registrar of Companies

C.173

FILE COPY

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 1015804

I hereby certify that

CRYSTALLISED CONFECTIONS (TIP TOP) LIMITED

having by special resolution changed its name, is now incorporated under the name of

TIP TOP SOFT DRINKS LIMITED

Given under my hand at the Companies Registration Office, Cardiff the 6 DECEMBER 1989

/s/ F. A. JOSEPH
F. A. JOSEPH

an authorised officer

HC006B

FILE COPY

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

Company No. 1015804

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

TIP TOP SOFT DRINKS LIMITED

a company incorporated as private limited by shares; having its registered office situated in England/Wales; has changed its name to:

TT CALCO LIMITED

Given at Companies House on **18th May 2011**

Companies House
for the record

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Exhibit 3.1(76)

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

TT CALCO LIMITED

(the Company)

Incorporated on 28 June 1971

Adopted on 27 June 2013

INDEX TO THE ARTICLES

Registered Number: 01015804

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TT CALCO LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

" **articles** " means the Company's articles of association.

" **bankruptcy** " includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

" **chairman** " has the meaning given in article 13.

" **chairman of the meeting** " has the meaning given in article 41.

" **Companies Acts** " means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

" **director** " means a director of the Company, and includes any person occupying the position of director, by whatever name called.

" **distribution recipient** " has the meaning given in article 33.

" **document** " includes, unless otherwise specified, any document sent or supplied in electronic form.

" **electronic form** " has the meaning given in section 1168 of the Companies Act 2006.

" **fully paid** " in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

" **hard copy form** " has the meaning given in section 1168 of the Companies Act 2006.

" **holder** " in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

“ **instrument** ” means a document in hard copy form

“ **Model Articles** ” means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 208 (SI 2008/3229)

“ **ordinary resolution** ” has the meaning given in section 282 of the Companies Act 2006

“ **paid** ” means paid or credited as paid.

“ **participate** ”, in relation to a directors’ meeting, has the meaning given in article 10.

“ **proxy notice** ” has the meaning given in article 47. “ **shareholder** ”

means a person who is the holder of a share. “ **shares** ” means

shares in the Company.

“ **special resolution** ” has the meaning given in section 283 of the Companies Act 2006.

“ **subsidiary** ” has the meaning given in section 1159 of the Companies Act 2006.

“ **transmittee** ” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

“ **writing** ” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2 EXCLUSION OF THE MODEL ARTICLES

The Model Articles shall not apply to the Company.

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

4 DIRECTORS’ GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything, which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the directors may delegate any of the powers, which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney); (c)

to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If:

(a) the Company only has one director; and

(b) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9 UNANIMOUS DECISIONS

9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

9.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate: (a)

its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 QUORUM FOR DIRECTORS' MEETINGS

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 DIRECTORS' INTERESTS

If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested (whether directly or indirectly), that director is to be counted as participating in the decision-making process for quorum or voting purposes.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (" **Conflict** ").

16.2 Any authorisation under this Article will be effective only if:

(a) The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) Any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

(c) The matter was agreed without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

(a) Extend to any actual or potential conflict of interest which may reasonably be expected to rise out of the Conflict so authorised;

(b) Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

(c) Be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) Disclose such information to the directors or to any director or other officer or employee of the Company;

(b) Use or apply any such information in performing his duties as a director;

Where to do so would amount to a breach of that confidence.

16.5 Were the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

(a) Is excluded from discussions (whether at meetings or otherwise) related to the Conflict;

(b) Is not given any documents or other information relating to the Conflict;

(c) May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict

(a) The director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (If any) as the directors impose in respect of its authorisation.

16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19 METHODS OF APPOINTING DIRECTORS

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution; or

(b) by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 TERMINATION OF DIRECTORS' APPOINTMENT

20.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b)

a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine: (a)

for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

21.3 Subject to the articles, a director's remuneration may: (a)

take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors, (b)

general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS
SHARES

23 ALL SHARES TO BE FULLY PAID UP

23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

24 DIRECTORS' POWERS TO ALLOT SHARES

24.1 In accordance with the provisions of section 550 of the Companies Act 2006, the directors may exercise any power of the Company:

(a) To allot shares; or

(b) To grant rights to subscribe for or to convert any security into such shares,

And any such allotment may be made as if section 561 of the Companies Act 2006 (existing shareholders' rights of pre-emption) did not apply to such allotment.

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

26.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued; (b)

the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

26.3 No certificate may be issued in respect of shares of more than one class.

26.4 If more than one person holds a share, only one certificate may be issued in respect of it.

26.5 Certificates must:

(a) have affixed to them the Company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

27 REPLACEMENT SHARE CERTIFICATES

27.1 If a certificate issued in respect of a shareholder's shares is: (a)

damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

27.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

28 SHARE TRANSFERS

28.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

28.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

28.3 The Company may retain any instrument of transfer, which is registered.

28.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

28.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28.6 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

(i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution");

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholders shall have the right under the Articles or otherwise howsoever to required such shares to be transferred to them whether for any valuable consideration or otherwise.

29 TRANSMISSION OF SHARES

29.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

29.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

29.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

30 EXERCISE OF TRANSMITTEES' RIGHTS

30.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

30.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

30.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

32 PROCEDURE FOR DECLARING DIVIDENDS

32.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

32.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

32.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

32.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

32.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

33 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

33.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

33.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

34 NO INTEREST ON DISTRIBUTIONS

34.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

35 UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it if:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and

(a) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36 NON-CASH DISTRIBUTIONS

36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

37 WAIVER OF DISTRIBUTIONS

37.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

38 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

38.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

38.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41 CHAIRING GENERAL MEETINGS

41.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

41.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

42.2 The chairman of the meeting may permit other persons who are not: (a)

shareholders of the Company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

43.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

45 ERRORS AND DISPUTES

45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

46 POLL VOTES

46.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

47.1 Proxies may only validly be appointed by a notice in writing (a **"proxy notice")** which: (a)

states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

48.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5 ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

50.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

50.2 A document or information sent or supplied by the Company in electronic form shall be deemed to have been received by the intended recipient on the day following that on which the document or information was sent. Proof that a document or information in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time shall be conclusive evidence that the document or information was served.

50.3 Where a document or information is sent by post (whether in hard copy or electronic form) to an address outside the United Kingdom. It is deemed to have been received by the intended recipient at the expiration of seven days after it was posted.

50.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

50.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is: (a)

any director of the Company;

(b) the Company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

53 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

54 INDEMNITY

54.1 Subject to paragraph 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a " **relevant director** " means any director or former director of the Company or an associated company.

55 INSURANCE

55.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this article:

(a) a " **relevant director** " means any director or former director of the Company or an associated company;

(b) a " **relevant loss** " means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "DS SERVICES HOLDINGS, INC. " AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "DS WATERS ENTERPRISES, INC." TO "DS SERVICES HOLDINGS, INC.", FILED THE TWENTY-SEVENTH DAY OF FEBRUARY, A.D. 2014, AT 10:30 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID RESTATED CERTIFICATE IS THE FIRST DAY OF MARCH, A.D. 2014.

Jeffrey W. Bullock, Secretary of State

3698098 8100X

AUTHENTICATION: 1854362

141396041

DATE: 11-12-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 AM 02/27/2014
FILED 10:30 AM 02/27/2014
SRV 140256080 - 3698098 FILE

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
DS WATERS ENTERPRISES, INC.

DS Waters Enterprises, Inc. (the "Company"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify:

FIRST: The legal name of the Company is DS Waters Enterprises, Inc.

SECOND: The Company was originally formed as a limited partnership on November 3, 2003 under the name DS Waters Enterprises, LP. The Company converted to a corporation on October 27, 2006 in connection with which the current Certificate of Incorporation of the Company (the "Current Certificate of Incorporation") was filed with the Secretary of State of the State of Delaware.

THIRD: The Amended and Restated Certificate of Incorporation of the Company in the form attached hereto as **Exhibit A** (the "Amended and Restated Certificate of Incorporation") was duly approved, adopted and declared advisable by the written consent of the Board of Directors of the Company in accordance with Sections 141, 242 and 245 of the DGCL.

FOURTH: The Amended and Restated Certificate of Incorporation was duly approved and adopted by the written consent of the sole stockholder of the Company in accordance with Sections 228, 242 and 245 of the DGCL.

FIFTH: The Original Certificate of Incorporation is hereby amended and restated in its entirety in the form of the Amended and Restated Certificate of Incorporation attached hereto as **Exhibit A** .

SIXTH: The Amended and Restated Certificate of Incorporation shall become effective on March 1, 2014.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been duly executed by an authorized person as of the 26 day of February, 2014.

DS WATERS ENTERPRISES, INC.

By: /s/ Ryan K. Owens
Ryan K. Owens, Chief Legal Officer and Secretary

EXHIBIT A

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

of

DS SERVICES HOLDINGS, INC.

1. Name . The name of the Corporation is DS Services Holdings, Inc.

2. Address; Registered Office and Agent. The address of the Corporation's registered office is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

3. Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (" DGCL ").

4. Number of Shares . The total number of shares of stock that the Corporation shall have authority to issue is 1,000, all of which shall be shares of Common Stock with the par value of $0.01 per share.

5. Election of Directors. Unless and except to the extent that the By-laws of the Corporation (the " By-laws ") shall so require, the election of directors of the Corporation need not be by written ballot.

6. Limitation of Liability.

(a) The Corporation shall indemnify, to the fullest extent permitted by Section 145 of the DGCL, each person who is or was a director or officer of the Corporation and the heirs, executors and administrators of such person.

(b) No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director for any act or omission occurring subsequent to the date when this provision becomes effective, except that he or she may be liable (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

7. Adoption, Amendment or Repeal of By-Laws. The Board of Directors of the Corporation is authorized to adopt, amend or repeal the By-laws.

8. Certificate Amendments. The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Section 8.

9. Corporate Opportunity. To the fullest extent permitted from time to time under the DGCL, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are presented to its officers, directors or stockholders other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this Section 9 shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any acts or omissions of such officer, director or stockholder occurring prior to such amendment or repeal.

* * * *

Exhibit 3.1(78)

BY-LAWS

OF
DS SERVICES HOLDINGS, INC.

(hereinafter called the "Corporation")

ARTICLE I OFFICES

Section 1.1 Registered Office . The address of the registered office of the Corporation in the State of Delaware shall be 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the registered agent at that address is Corporation Services Company.

Section 1.2 Other Offices . The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II MEETINGS OF STOCKHOLDERS

Section 2.1 Place of Meetings . Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors.

Section 2.2 Annual Meetings . The Annual Meetings of Stockholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting of Stockholders.

Section 2.3 Special Meetings . Unless otherwise required by law or by the certificate of incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation"), Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the Chairman, if there be one, (ii) the President, (iii) any Vice President or (iv) the Secretary upon the written request of the stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request

shall state the purpose or purposes of the proposed meeting. At a Special Meeting of Stockholders, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto).

Section 2.4 Notice . Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law and subject to Section 2 of Article VI hereof, the written notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 2.5 Quorum . Unless otherwise required by law or the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business.

Section 2.6 Voting . Unless otherwise required by law, the Certificate of Incorporation or these By-laws, any question brought before any meeting of stockholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the total number of votes of the capital stock represented and entitled to vote thereat, voting as a single class.

Section 2.7 Consent of Stockholders in Lieu of Meeting . Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III DIRECTORS

Section 3.1 Number and Election of Directors . The Board of Directors shall consist of not less than one nor more than fifteen members, the exact number of which shall initially be fixed by the Incorporator and thereafter from time to time by the Board of Directors. Except as provided in Section 2 of this Article III, directors shall be elected by a plurality of the votes cast at the Annual Meetings of Stockholders and each director so elected shall hold office until the next Annual Meeting of Stockholders and until such director’s successor is duly elected and qualified, or until such director’s earlier death, resignation or removal. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders.

Section 3.2 Vacancies . Unless otherwise required by law or the Certificate of Incorporation, vacancies arising through death, resignation, removal, an increase in the number

of directors or otherwise may be filled only by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. The directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

Section 3.3 Duties and Powers . The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws required to be exercised or done by the stockholders.

Section 3.4 Meetings . The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there be one, the President or by any director. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than 48 hours before the date of the meeting, by telephone or telegram on 24 hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 3.5 Quorum . Except as otherwise required by law or the Certificate of Incorporation, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 3.6 Actions by Written Consent . Unless otherwise provided in the Certificate of Incorporation, or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or by electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.7 Meetings by Means of Conference Telephone . Unless otherwise provided in the Certificate of Incorporation, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 3.8 Committees . The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 3.9 Compensation . The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 3.10 Interested Directors . No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because the director or officer's vote is counted for such purpose if (i) the material facts as to the director or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to the director or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 4.1 General . The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, also may choose a Chairman of the Board of Directors (who must be a director) and one or more Vice Presidents and select and appoint such other officers it deems necessary. Any number of offices may be held by the same person, unless otherwise prohibited by law or the Certificate of Incorporation. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 4.2 Election . The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders (or action by written consent of stockholders in lieu of the Annual Meeting of Stockholders), shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 4.3 President . The President shall, subject to the control of the Board of Directors and, if there be one, the Chairman of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the President. In the absence or disability of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and the Board of Directors. If the Board of Directors shall not otherwise designate a Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these By-Laws or by the Board of Directors.

Section 4.4 Vice Presidents . At the request of the President or in the President's absence or in the event of the President's inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President, or the Vice Presidents if there is more than one (in the order designated by the Board of Directors), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 4.5 Secretary . The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall have custody of the seal of the Corporation and the Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.6 Treasurer . The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as maybe ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation.

Section 4.7 Other Officers . Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 5.1 Form of Certificates . Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairman of the Board of Directors, the President or a Vice President and (ii) by the Treasurer or the Secretary of the Corporation, certifying the number of shares owned by such stockholder in the Corporation.

Section 5.2 Signatures . Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.3 Lost Certificates . The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost, stolen or destroyed.

Section 5.4 Transfers . Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be cancelled before a new certificate shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

ARTICLE VI NOTICES

Section 6.1 Notices . Whenever written notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at such person's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, telex or cable.

Section 6.2 Waivers of Notice . Whenever any notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Dividends . Dividends upon the capital stock of the Corporation, subject to the requirements of the General Corporation Law of the State of Delaware ("DGCL") and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 6 of Article III hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2 Disbursements . All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3 Fiscal Year . The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.4 Corporate Seal . The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Indemnification of Officers and Directors . The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or an officer of the Corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the DGCL, and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Section 1 shall be deemed to be a contract between the Corporation and each director and officer who serves in such capacity at any time while this Article VIII and the relevant provisions of the DGCL and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

Section 8.2 Indemnification of Other Persons . The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the extent and in the manner set forth in and permitted by the DGCL, and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

Section 8.3 Insurance . The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Sections 1 and 2 of Article VIII or under Section 145 of the DGCL or any other provision of law.

ARTICLE IX AMENDMENTS

Section 9.1 Amendments . These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. All such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 9.2 Entire Board of Directors . As used in this Article IX and in these By-Laws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

Adopted as of: October 27, 2006

Exhibit 3.1(79)

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "DS SERVICES OF AMERICA, INC. " AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF MERGER, FILED THE THIRTIETH DAY OF AUGUST, A.D. 2013, AT 9:44 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE EIGHTEENTH DAY OF DECEMBER, A.D. 2013, AT 12:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2013, AT 12 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "DS WATERS OF AMERICA, INC. " TO "DS SERVICES OF AMERICA, INC. ", FILED THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2014, AT 11 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF MARCH, A.D. 2014.

Jeffrey W. Bullock, Secretary of State

2071647 8100X

AUTHENTICATION: 1854375

141396058

DATE: 11-12-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:43 AM 08/30/2013
FILED 09:44 AM 08/30/2013
SRV 131041667 - 2071647 FILE

STATE OF DELAWARE

CERTIFICATE OF MERGER OF

CRESTVIEW DS MERGER SUB II, INC.

INTO

DS WATERS OF AMERICA, INC.

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware (the " DGCL "), DS Waters of America, Inc., a corporation organized and existing under the DGCL (the " Company "), hereby certifies as follows:

FIRST: The name and state of incorporation of each constituent corporation is as follows:

Name	State of Incorporation
Crestview DS Merger Sub II, Inc.	Delaware
DS Waters of America, Inc.	Delaware

SECOND: The Agreement and Plan of Merger, dated as of August 30, 2013 (the " Agreement and Plan of Merger "), has been approved, adopted, certified, executed and acknowledged by Crestview DS Merger Sub II, Inc. (" Merger Sub ") and the Company in accordance with the provisions of Sections 251(c) and 228 of the DGCL, pursuant to which Merger Sub will merge with and into the Company (the " Merger ").

THIRD: Pursuant to the Agreement and Plan of Merger, the Company shall be the surviving corporation (the " Surviving Corporation ") after the Merger. The name of the Surviving Corporation shall be "DS Waters of America, Inc."

FOURTH: In connection with the Merger, the certificate of incorporation of the Surviving Corporation shall be amended and restated at the Effective Time (as defined below) to read in its entirety as set forth on Exhibit A attached hereto, until thereafter amended in accordance with the DGCL and such certificate of incorporation.

FIFTH: The Merger is to become effective upon the filing of this certificate with the Secretary of State of the State of Delaware (the " Effective Time ").

SIXTH: The executed Agreement and Plan of Merger is on file at the office of the Surviving Corporation located at 5660 New Northside Drive, Suite 500, Atlanta, GA 30328.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request and without cost, to any stockholder of either of the constituent corporations.

* * * *

IN WITNESS WHEREOF, said Surviving Corporation has caused this certificate to be signed by an authorized officer on this 30th day of August, 2013.

DS WATERS OF AMERICA, INC.

By: /s/ Thomas J. Harrington
Name: Thomas J. Harrington
Title: CEO and President

[Signature Page to Certificate of Merger]

Exhibit A

Amended and Restated Certificate of Incorporation

See attached.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

of

DS WATERS OF AMERICA, INC.

1. Name . The name of the Corporation is DS Waters of America, Inc.

2. Address; Registered Office and Agent . The address of the Corporation's registered office is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

3. Purposes . The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (" DGCL ").

4. Number of Shares . The total number of shares of stock that the Corporation shall have authority to issue is 200, all of which shall be shares of Common Stock with the par value of $0.01 per share.

5. Election of Directors . Unless and except to the extent that the By-laws of the Corporation (the " By-laws ") shall so require, the election of directors of the Corporation need not be by written ballot.

6. Limitation of Liability .

(a) The Corporation shall indemnify, to the fullest extent permitted by Section 145 of the DGCL, each person who is or was a director or officer of the Corporation and the heirs, executors and administrators of such person.

(b) No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director for any act or omission occurring subsequent to the date when this provision becomes effective, except that he or she may be liable (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

7. Adoption. Amendment or Repeal of By-Laws . The Board of Directors of the Corporation is authorized to adopt, amend or repeal the By-laws.

8. Certificate Amendments . The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Section 8.

9. Corporate Opportunity . To the fullest extent permitted from time to time under the DGCL, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are presented to its officers, directors or stockholders other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this Section 9 shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any acts or omissions of such officer, director or stockholder occurring prior to such amendment or repeal.

* * * *

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:42 PM 12/18/2013
FILED 12:02 PM 12/18/2013
SRV 131442602 - 2071647 FILE

STATE OF DELAWARE

CERTIFICATE OF MERGER OF

POLYCYCLE SOLUTIONS, LLC

WITH AND INTO

DS WATERS OF AMERICA, INC.

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law (the " DGCL ") and Title 6, Section 18-209 of the Delaware Limited Liability Company Act (the " DLLCA "). the undersigned corporation hereby certifies as follows:

FIRST : The name of the surviving corporation is DS Waters of America, Inc., a Delaware Corporation (the " Surviving Corporation "), and the name of the limited liability company being merged into this surviving corporation is PolyCycle Solutions, LLC, a Delaware limited liability company (the " Merging LLC ").

SECOND : The Agreement and Plan of Merger dated as of October 22, 2013 (the " Agreement and Plan of Merger ") has been approved, adopted, certified, executed and acknowledged by the Surviving Corporation and the Merging LLC in accordance with the applicable provisions of the DGCL and the DLLCA, pursuant to which the Merging LLC will merge with and into the Surviving Corporation (the " Merger ").

THIRD : The Merger is to become effective at 12:00 a.m. (New York time) on December 28, 2013.

FOURTH : The Agreement and Plan of Merger is on file at the office of the Surviving Corporation located at 5660 New Northside Drive, Suite 500, Atlanta, GA 30328.

FIFTH : A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request and without cost to any stockholder of any constituent corporation or member of any constituent limited liability company.

SIXTH : The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation.

* * * *

IN WITNESS WHEREOF , the Surviving Corporation has caused this Certificate to be signed by an authorized officer on December 18, 2013.

DS WATERS OF AMERICA, INC.

By: /s/ Thomas J. Harrington
Name: Thomas J. Harrington
Title: President and CEO

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:00 AM 02/26/2014
FILED 11:00 AM 02/26/2014
SRV 140244169 - 2071647 FILE

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
DS WATERS OF AMERICA, INC.

DS Waters of America, Inc. (the "Company"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify:

FIRST: The legal name of the Company is DS Waters of America, Inc.

SECOND: The Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware on October 27, 2006. The Certificate of Incorporation was most recently amended and restated on August 30, 2013 (the "Amended and Restated Certificate of Incorporation").

THIRD: This Certificate of Amendment of Amended and Restated Certificate of Incorporation of the Company (this "Certificate of Amendment") was duly approved, adopted and declared advisable by the written consent of the Board of Directors of the Company in accordance with Sections 141 and 242 of the DGCL.

FOURTH: This Certificate of Amendment was duly approved and adopted by the written consent of the sole stockholder of the Company in accordance with Sections 228 and 242 of the DGCL.

FIFTH: The Amended and Restated Certificate of Incorporation is hereby amended by deleting Article 1 thereof in its entirety and replacing it with the following:

"1. Name . The name of the Corporation is DS Services of America, Inc."

SIXTH: This Certificate of Amendment shall become effective on March 1, 2014.

IN WITNESS WHEREOF, this Certificate of Amendment has been duly executed by an authorized person as of the 25 day of February, 2014.

DS WATERS OF AMERICA, INC.

By: /s/ Ryan K. Owens
Ryan K. Owens, Chief Legal Officer and Secretary

Exhibit 3.1(80)

BY-LAWS

OF
DS SERVICES OF AMERICA, INC.

(hereinafter called the "Corporation")

ARTICLE I OFFICES

Section 1.1 Registered Office . The address of the registered office of the Corporation in the State of Delaware shall be 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the registered agent at that address is Corporation Services Company.

Section 1.2 Other Offices . The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II MEETINGS OF STOCKHOLDERS

Section 2.1 Place of Meetings . Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors.

Section 2.2 Annual Meetings . The Annual Meetings of Stockholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting of Stockholders.

Section 2.3 Special Meetings . Unless otherwise required by law or by the certificate of incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation"), Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the Chairman, if there be one, (ii) the President, (iii) any Vice President or (iv) the Secretary upon the written request of the stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. At a Special Meeting of Stockholders, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto).

Section 2.4 Notice . Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law and subject to Section 2 of Article VI hereof, the written notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 2.5 Quorum . Unless otherwise required by law or the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business.

Section 2.6 Voting . Unless otherwise required by law, the Certificate of Incorporation or these By-laws, any question brought before any meeting of stockholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the total number of votes of the capital stock represented and entitled to vote thereat, voting as a single class.

Section 2.7 Consent of Stockholders in Lieu of Meeting . Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III DIRECTORS

Section 3.1 Number and Election of Directors . The Board of Directors shall consist of not less than one nor more than fifteen members, the exact number of which shall initially be fixed by the Incorporator and thereafter from time to time by the Board of Directors. Except as provided in Section 2 of this Article III, directors shall be elected by a plurality of the votes cast at the Annual Meetings of Stockholders and each director so elected shall hold office until the next Annual Meeting of Stockholders and until such director’s successor is duly elected and qualified, or until such director’s earlier death, resignation or removal. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders.

Section 3.2 Vacancies . Unless otherwise required by law or the Certificate of Incorporation, vacancies arising through death, resignation, removal, an increase in the number of directors or otherwise may be filled only by a majority of the directors then in office, though

less than a quorum, or by a sole remaining director. The directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

Section 3.3 Duties and Powers . The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws required to be exercised or done by the stockholders.

Section 3.4 Meetings . The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there be one, the President or by any director. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than 48 hours before the date of the meeting, by telephone or telegram on 24 hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 3.5 Quorum . Except as otherwise required by law or the Certificate of Incorporation, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 3.6 Actions by Written Consent . Unless otherwise provided in the Certificate of Incorporation, or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or by electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.7 Meetings by Means of Conference Telephone . Unless otherwise provided in the Certificate of Incorporation, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 3.8 Committees . The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The

Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 3.9 Compensation . The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 3.10 Interested Directors . No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because the director or officer's vote is counted for such purpose if (i) the material facts as to the director or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to the director or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 4.1 General . The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, also may choose a Chairman of the Board of Directors (who must be a director)

and one or more Vice Presidents and select and appoint such other officers it deems necessary. Any number of offices may be held by the same person, unless otherwise prohibited by law or the Certificate of Incorporation. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 4.2 Election . The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders (or action by written consent of stockholders in lieu of the Annual Meeting of Stockholders), shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 4.3 President . The President shall, subject to the control of the Board of Directors and, if there be one, the Chairman of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the President. In the absence or disability of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and the Board of Directors. If the Board of Directors shall not otherwise designate a Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these By-Laws or by the Board of Directors.

Section 4.4 Vice Presidents . At the request of the President or in the President's absence or in the event of the President's inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President, or the Vice Presidents if there is more than one (in the order designated by the Board of Directors), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 4.5 Secretary . The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of

the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall have custody of the seal of the Corporation and the Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.6 Treasurer . The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation.

Section 4.7 Other Officers . Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 5.1 Form of Certificates . Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairman of the Board of Directors, the President or a Vice President and (ii) by the Treasurer or the Secretary of the Corporation, certifying the number of shares owned by such stockholder in the Corporation.

Section 5.2 Signatures . Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.3 Lost Certificates . The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board

of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost, stolen or destroyed.

Section 5.4 Transfers . Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be cancelled before a new certificate shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

ARTICLE VI NOTICES

Section 6.1 Notices . Whenever written notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at such person's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, telex or cable.

Section 6.2 Waivers of Notice . Whenever any notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Dividends . Dividends upon the capital stock of the Corporation, subject to the requirements of the General Corporation Law of the State of Delaware ("DGCL") and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written

consent in lieu thereof in accordance with Section 6 of Article III hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2 Disbursements . All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3 Fiscal Year . The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.4 Corporate Seal . The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Indemnification of Officers and Directors . The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or an officer of the Corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the DGCL, and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Section 1 shall be deemed to be a contract between the Corporation and each director and officer who serves in such capacity at any time while this Article VIII and the relevant provisions of the DGCL and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

Section 8.2 Indemnification of Other Persons . The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was an employee or agent of the

Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the extent and in the manner set forth in and permitted by the DGCL, and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

Section 8.3 Insurance . The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Sections 1 and 2 of Article VIII or under Section 145 of the DGCL or any other provision of law.

ARTICLE IX AMENDMENTS

Section 9.1 Amendments . These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. All such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 9.2 Entire Board of Directors . As used in this Article IX and in these By-Laws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

Adopted as of: October 27, 2006

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "DS CUSTOMER CARE, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "CRYSTAL SPRINGS OF ALABAMA HOLDINGS LP" TO "CRYSTAL SPRINGS OF ALABAMA LP", FILED THE THIRTIETH DAY OF NOVEMBER, A.D. 2004, AT 8 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-NINTH DAY OF AUGUST, A.D. 2006, AT 11:11 O'CLOCK A.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "CRYSTAL SPRINGS OF ALABAMA LP" TO "CRYSTAL SPRINGS OF ALABAMA HOLDINGS, LLC", FILED THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2006, AT 8:29 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2006, AT 9:04 O'CLOCK A.M.

3723908 8100X

150503678

You may verify this certificate online
at corp.delaware.gov/authver.shtml

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2285839

DATE: 04-13-15

CERTIFICATE OF FORMATION, FILED THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2006, AT 8:29 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2006, AT 9:04 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CRYSTAL SPRINGS OF ALABAMA HOLDINGS, LLC" TO "DS CUSTOMER CARE, LLC", FILED THE TWENTY-THIRD DAY OF MARCH, A.D. 2015, AT 3:22 O'CLOCK P.M.

3723908 8100X

150503678

You may verify this certificate online
at corp.delaware.gov/authver.shtml

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2285839

DATE: 04-13-15

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:00 AM 11/30/2004
FILED 08:00 AM 11/30/2004
SRV 040859834 - 3723908 FILE

AMENDED AND RESTATED

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CRYSTAL SPRINGS OF ALABAMA HOLDINGS LP

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP of CRYSTAL SPRINGS OF ALABAMA HOLDINGS LP (the "Partnership"), dated as of November 18, 2004, has been duly executed and is being filed by the undersigned in accordance with the provisions of 6 Del . C . § 17-210, to amend and restate the original Certificate of Limited Partnership of the Partnership, which was filed on November 5, 2003, with the Secretary of State of the State of Delaware (the "Certificate"), to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act (6 Del . C . §17-101, et seq .).

The Certificate is hereby amended and restated in its entirety to read as follows:

FIRST. The name of the limited partnership formed hereby is Crystal Springs of Alabama LP.

SECOND. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801.

THIRD. The name and address of the registered agent for service of process on the Partnership is The Corporation Trust Company, Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801.

FOURTH. The name and mailing address of the sole General Partner of the Partnership is:

DS Waters of America General Partner, LLC
c/o DS Waters of America, LP
5660 New Northside Drive, Suite 500
Atlanta, Georgia 30328

IN WITNESS WHEREOF, Crystal Springs of Alabama Holdings LP has caused this Amended and Restated Certificate of Limited Partnership to be signed by its duly authorized sole general partner this 24 th day of November, 2004.

DS WATERS OF AMERICA GENERAL PARTNER, LLC, Sole General Partner

By: DS WATERS ENTERPRISES, LP

By: /s/ William A. Holl
William A. Holl
Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:29 AM 08/29/2006
FILED 11:11 AM 08/29/2006
SRV 060802798 - 3723908 FILE

AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP OF

CRYSTAL SPRINGS OF ALABAMA LP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is CRYSTAL SPRINGS OF ALABAMA, LP.

SECOND: Article Two of the Certificate of Limited Partnership shall be amended as follows: the address of the registered office of the Limited Partnership in the State of Delaware is changed to 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, and the name of the registered agent of the Limited Partnership in the State of Delaware at the said address is changed to Corporation Service Company.

IN WITNESS WHEREOF, the undersigned, as the sole general partner of the Limited Partnership, executes this Certificate of Amendment on August 11, 2006.

By: DS WATERS OF AMERICA GENERAL PARTNER, LLC

/s/ Gregory D. Chafee
Name: Gregory D. Chafee
Capacity: Secretary, Authorized Person

DE LP D-:COA CERTIFICATE OF AMENDMENT TO CHANGE AGENT 09/00 (#670)

CERTIFICATE OF CONVERSION
FROM A LIMITED PARTNERSHIP TO A LIMITED
LIABILITY COMPANY PURSUANT TO SECTION 18-214
OF THE LIMITED LIABILITY COMPANY LAW

1. The jurisdiction where the Limited Partnership first formed was Delaware.

2. The jurisdiction immediately prior to filing this Certificate of Conversion is Delaware.

3. The date the Limited Partnership first formed was November 5, 2003.

4. The name of the Limited Partnership immediately prior to filing this Certificate of Conversion is Crystal Springs of Alabama LP.

5. The name of the Limited Liability Company is Crystal Springs of Alabama Holdings, LLC.

6. This Certificate of Conversion shall become effective as of 9:04 a.m. (EST) on October 27, 2006.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Conversion this 27th day of October, 2006.

/s/ K. Dillon Schickli
Name: K. Dillon Schickli
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:29 AM 10/27/2006
FILED 08:29 AM 10/27/2006
SRV 060986517 - 3723908 FILE

CERTIFICATE OF FORMATION
OF
CRYSTAL SPRINGS OF ALABAMA HOLDINGS, LLC

FIRST: The name of the limited liability company is Crystal Springs of Alabama Holdings, LLC.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Services Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Crystal Springs of Alabama Holdings, LLC this 27th day of October, 2006.

/s/ K. Dillon Schickli
Authorized Person
K. Dillon Schickli

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:29 AM 10/27/2006
FILED 08:29 AM 10/27/2006
SRV 060986517 - 3723908 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:22 PM 03/23/2015
FILED 03:22 PM 03/23/2015
SRV 150396277 - 3723908 FILE

CERTIFICATE OF AMENDMENT

Crystal Springs of Alabama Holdings, LLC (the "Company"), a limited liability company duly formed and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the Company is "Crystal Springs of Alabama Holdings, LLC."
2. The name of the Company is hereby changed to "DS Customer Care, LLC."
3. The Certificate of Formation of the Company is hereby amended by deleting all references therein to "Crystal Springs of Alabama Holdings, LLC" and replacing such references with "DS Customer Care, LLC."
4. This Certificate of Amendment shall become effective upon approval.

IN WITNESS WHEREOF, this Certificate of Amendment has been duly executed by an authorized person as of the 19th day of March, 2015.

By: /s/ Marni Morgan Poe
Marni Morgan Poe, Authorized Person

Exhibit 3.1(82)

LIMITED LIABILITY COMPANY AGREEMENT

OF

CRYSTAL SPRINGS OF ALABAMA HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of Crystal Springs of Alabama Holdings, LLC (the "Company") dated as of this 27th day of October, 2006, is made by DS Waters of America, Inc., as the sole member of the Company (the "Member").

RECITAL

The Member has formed the Company as a limited liability company under the laws of the State of Delaware and desires to enter into a written agreement, in accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "Act"), governing the affairs of the Company and the conduct of its business.

ARTICLE I THE LIMITED LIABILITY COMPANY

Section 1.1 *Formation*. The Member has previously formed the Company as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "Certificate of Formation") has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act.

Section 1.2 *Name*. The name of the Company shall be "Crystal Springs of Alabama Holdings, LLC" and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

Section 1.3 *Business Purpose; Powers*. The Company is formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

Section 1.4 *Registered Office and Agent*. The location of the registered office of the Company shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19801. The Company's Registered Agent at such address shall be Corporation Services Company.

Section 1.5 *Term*. Subject to the provisions of Article 6 below, the Company shall have perpetual existence.

ARTICLE II THE MEMBER

Section 2.1 *The Member*. The name and address of the Member is as follows:

Name	Address
DS Waters of America, Inc.	5660 New Northside Drive, Suite 500 Atlanta, Georgia 30328

Section 2.2 *Actions by the Member; Meetings*. The Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

Section 2.3 *Liability of the Member*. All debts, obligations and liabilities of the Company, whether arising in contract, tort otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

Section 2.4 *Power to Bind the Company*. The Member (acting in its capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.

Section 2.5 *Admission of Members*. New members shall be admitted only upon the approval of the Member.

ARTICLE III MANAGEMENT BY THE MEMBER

Section 3.1 *Management*. The management of the Company is fully reserved to the Member, and the Company shall not have "managers," as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company. In managing the business and affairs of the Company and exercising its powers, the Member shall act through resolutions adopted in written consents. Decisions or actions taken by the Member in accordance with this Agreement shall constitute decisions or action by the Company and shall be binding on the Company.

Section 3.2 *Officers and Related Persons*. The Member shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Member deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

ARTICLE IV CAPITAL STRUCTURE AND CONTRIBUTIONS

Section 4.1 *Capital Structure*. The capital structure of the Company shall consist of one class of common interests (the "Common Interests"). All Common Interests shall be identical with each other in every respect. The Member shall own all of the Common Interests issued and outstanding.

Section 4.2 *Capital Contributions*. From time to time, the Member may determine that the Company requires capital and may make capital contribution(s) in an amount determined by the Member. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

ARTICLE V PROFITS, LOSSES AND DISTRIBUTIONS

Section 5.1 *Profits and Losses*. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Member. In each year, profits and losses shall be allocated entirely to the Member.

Section 5.2 *Distributions*. The Member shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Common Interests, the determined amount when, as and if declared by the Member. The distributions of the Company shall be allocated entirely to the Member.

ARTICLE VI EVENTS OF DISSOLUTION

Section 6.1 *Dissolution*. The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events (each, an "Event of Dissolution"):

(a) The Member votes for dissolution; or

(b) A judicial dissolution of the Company under Section 18-802 of the Act.

ARTICLE VII TRANSFER OF INTERESTS IN THE COMPANY

Section 7.1 *Transfer of Interests*. The Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Common Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

ARTICLE VIII EXCULPATION AND INDEMNIFICATION

Section 8.1 *Exculpation*. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the Member, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

Section 8.2 *Indemnification*. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts

arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Member. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 8.2.

Section 8.3 *Amendments*. Any repeal or modification of this Article VIII by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article VIII, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE IX MISCELLANEOUS

Section 9.1 *Tax Treatment*. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 9.2 *Amendments*. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

Section 9.3 *Severability*. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; *provided , however ,* that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

Section 9.4 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

Section 9.5 *Limited Liability Company*. The Member intends to form a limited liability company and does not intend to form a partnership under the laws of the State of Delaware or any other laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day first above written.

DS WATERS OF AMERICA, INC.

By: /s/ K. Dillon Schickli
Name: K. Dillon Schickli
Title: Co-CEO

EXHIBIT C

RESOLUTIONS

See attached.

OMNIBUS WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING OF THE BOARDS OF DIRECTORS OF DS SERVICES OF AMERICA, INC. AND DS SERVICES HOLDINGS, INC.

November 11, 2014

The undersigned, being all of the members of the Boards of Directors (the " Boards ") of DS Services of America, Inc., a Delaware corporation (the " Issuer "), and DS Services Holdings, Inc. (" Holdings " and, together with the Issuer, each a " Company "), in lieu of holding a special meeting of the Board, hereby take the following actions and adopt the following resolutions by unanimous written consent pursuant to each Company's By-Laws (the " By-Laws ") and Section 141(f) of the General Corporation Law of the State of Delaware:

THE CONSENT SOLICITATION

1. GENERAL

WHEREAS , on November 6, 2014, DSS Group, Inc., the parent entity of the Issuer (" Parent "), entered into that certain Agreement and Plan of Merger (the " Merger Agreement "), by and among Parent, Cott Corporation, a corporation organized under the laws of Canada (" Cott "), Delivery Acquisition, Inc., a wholly owned subsidiary of Cott (" Merger Sub "), and Crestview DSW Investors, L.P., in connection with the proposed merger (the " Merger ") of Merger Sub with and into Parent, with Parent being the surviving corporation of the Merger.

WHEREAS , in connection with the Merger, the Issuer desires to seek consent from holders (the " Consent Solicitation ") of its outstanding 10.000% Second-Priority Senior Secured Notes due 2021 (the " Notes "), issued under the indenture, dated as of August 30, 2013, by and among the Issuer, Holdings, Crystal Springs of Alabama Holdings, LLC, certain other guarantors party thereto from time to time (together with Holdings, the " Guarantors "), Wilmington Trust, National Association, as trustee (the " Trustee ") and as collateral agent (the " Collateral Agent ") (as amended or supplemented from time to time and through the date hereof, the " Indenture ").

WHEREAS , each Company will obtain benefits from the Consent Solicitation and such Consent Solicitation is necessary to support the conduct, promotion and attainment of the business of each Company.

WHEREAS , upon receipt of the Required Consents (as defined in the Consent Solicitation Statement), the Issuer, the Guarantors, the Trustee and the Collateral Agent intend to promptly execute a supplement to the Indenture (the " Supplemental Indenture ") to effect an amendment and restatement of the Indenture in the form attached to the Supplemental Indenture (as so amended and restated, the " Amended Indenture ").

WHEREAS , pursuant to the Indenture, the Issuer is required to cause each restricted subsidiary that guarantees any indebtedness of the Issuer or any of the Guarantors to execute and deliver to the Trustee a supplemental indenture, pursuant to which such restricted subsidiary will guarantee the Issuer's obligations under the Indenture.

WHEREAS , in connection with the Merger, Cott and certain of its subsidiaries will each become guarantors (the " New Guarantors ") of indebtedness of the Issuer or the Guarantors.

WHEREAS , pursuant to Section 9.01 of the Indenture, the Trustee, the Issuer and the Guarantors are authorized to execute and deliver a supplemental indenture to amend the Indenture, without the consent of any holder, to join each of the New Guarantors as a party to the Indenture as a Guarantor.

NOW, THEREFORE, BE IT RESOLVED , that the Board has determined the Consent Solicitation to be advisable and in the best interests of each Company.

2. CONSENT SOLICITATION DOCUMENTS

RESOLVED , that each Company be, and hereby is, authorized to prepare and deliver to holders of Notes a consent solicitation statement (as it may be amended or supplemented from time to time, the " Consent Solicitation Statement ") and the related consent letter, in such form and containing such terms and provisions as are authorized by any of the Chief Executive Officer, the President, the Chief Financial Officer, any Senior Vice President, any Vice President, the Secretary, the Treasurer and such other officers as may be designated by the Chief Executive Officer (collectively, the " Authorized Officers ") with such other amendments, modifications, terms or provisions as any Authorized Officer may approve consistent with these resolutions.

FURTHER RESOLVED , that each Company be, and hereby is, authorized to commence and consummate the Consent Solicitation to amend the Indenture, pursuant to the terms and subject to the conditions as set forth in the Consent Solicitation Statement, and the Authorized Officers be, and each hereby is, authorized, in the name and on behalf of each Company, to perform all acts in connection with the Consent Solicitation, and to execute and deliver the Consent Solicitation Statement and all other documents, including one or more supplemental indentures, as may be deemed necessary, appropriate or advisable,

with such further amendments, modifications, terms and provisions as any Authorized Officer may approve consistent with these resolutions, the approval of such Authorized Officer to be evidenced conclusively, but not exclusively, by the Authorized Officer's execution thereof.

FURTHER RESOLVED , that the Authorized Officers be, and each hereby is, authorized to cause the Issuer to pay the holders of the Notes the consent payment, including any early consent fee that may be payable, provided for in the Consent Solicitation Statement pursuant to the terms and conditions set forth in the Consent Solicitation Statement.

3. APPOINTMENT OF TABULATION AND INFORMATION AGENT

RESOLVED , that the appointment of D.F. King & Co., Inc. (" DF King ") as tabulation agent and information agent to serve pursuant to, and in accordance with, the Tabulation Agent and Information Agent Agreement, or any similar agreement, be, and hereby is, ratified, confirmed and approved in all respects.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions and to execute and deliver all such instruments, certificates or documents in the name and on behalf of each Company, which in his or her sole judgment are necessary, proper or advisable in order to cause DF King to serve as tabulation and information agent under the Tabulation Agent and Information Agent Agreement or in such other capacities as the Authorized Officers shall deem appropriate in connection with the Consent Solicitation.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to cause the Issuer to pay DF King a reasonable fee for serving in the above capacity.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to appoint and confirm one or more additional agents as such Authorized Officers deem necessary or desirable in connection with the Consent Solicitation.

4. SOLICITATION AGENT AGREEMENT

RESOLVED , that each Company be, and hereby is, authorized to enter into and deliver and perform obligations under a solicitation agent agreement with the solicitation agent(s) named therein (the " Solicitation Agent Agreement ") in such form and containing such terms and provisions as are authorized by any Authorized Officer, and that the Authorized Officers be, and each hereby is, authorized to execute and deliver the Solicitation Agent Agreement (and hire one or more solicitation agent(s)) with such further amendments, modifications, terms and provisions as such Authorized Officer may approve consistent with these resolutions, the approval of such Authorized Officer to be evidenced conclusively, but not exclusively, by the Authorized Officer's execution thereof.

5. TABULATION AND INFORMATION AGENT AGREEMENT

RESOLVED , that each Company be, and hereby is, authorized to enter into and deliver a consent solicitation engagement letter with DF King (the " Tabulation and Information Agent Agreement ") in such form and containing such terms and provisions as are authorized by any Authorized Officer, and that the Authorized Officers be, and each hereby is, authorized to execute and deliver the Tabulation and Information Agent Agreement, with such further amendments, modifications, terms and provisions as any Authorized Officer may approve consistent with these resolutions, the approval of such Authorized Officer to be evidenced conclusively, but not exclusively, by the Authorized Officer's execution thereof.

6. SUPPLEMENTAL INDENTURE

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to prepare or cause to be prepared the form, terms and provisions of the Supplemental Indenture relating to the Notes, including all exhibits attached thereto, and each Company's performance of its obligations under the Supplemental Indenture is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and directed to execute and deliver the Supplemental Indenture in the name and on behalf of each Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

FURTHER RESOLVED , that the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into agreements, instruments, certificates or documents relating to the transactions contemplated by the Indenture and the Supplemental Indenture and to execute and deliver all such agreements, instruments, certificates or documents in the name and on behalf of each Company as such Authorized Officer in his or her sole judgment believes are necessary, proper or advisable in order to perform each Company's obligations under or in connection with the Indenture and the Supplemental Indenture and the transactions contemplated therein.

7. AMENDED INDENTURE

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to negotiate the form, terms and provisions of the Amended Indenture to be entered into in connection with the Consent Solicitation and the Notes, including all exhibits attached thereto, and each Company's performance of its obligations under the Amended Indenture is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and directed to execute and deliver the

Amended Indenture in the name and on behalf of each Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

FURTHER RESOLVED , that the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into agreements, instruments, certificates or documents relating to the transactions contemplated by the Amended Indenture and to execute and deliver all such agreements, instruments, certificates or documents, including any supplemental indentures, in the name and on behalf of each Company as such Authorized Officer in his or her sole judgment believes are necessary, proper or advisable in order to perform each Company's obligations under or in connection with the Indenture, the Amended Indenture and the transactions contemplated therein.

8. AMENDED SECURITY DOCUMENTS

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to prepare or cause to be prepared the form, terms and provisions of (i) the Amended and Restated Collateral Agreement (Second Lien) securing the payment of each Company's obligations relating to the Notes, and (ii) the Amended and Restated Intercreditor Agreement subordinating the liens and security interests with respect to all collateral of each Company securing the Notes to all liens and security interests securing the senior bank credit facility of Cott in which each Company will join as a guarantor upon consummation of the Merger, including all exhibits attached thereto (such agreements, together with all exhibits thereto, being referred to as the " Amended Security Documents "), and each Company's performance of its obligations under the Amended Security Documents is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and directed to execute and deliver the Amended Security Documents in the name and on behalf of each Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

9. SUPPLEMENTAL INDENTURES TO ADD GUARANTORS

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to prepare or cause to be prepared the form, terms and provisions of one or more supplemental indentures relating to the Notes for the purpose of adding any guarantor or guarantee (each a " New Guarantor Supplemental Indenture "), including all exhibits attached thereto, and each Company's performance of its obligations under any such New Guarantor Supplemental Indenture is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and

directed to execute and deliver such New Guarantor Supplemental Indenture in the name and on behalf of each Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

FURTHER RESOLVED , that the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into agreements, instruments, certificates or documents relating to the transactions contemplated by any New Guarantor Supplemental Indenture and to execute and deliver all such agreements, instruments, certificates or documents in the name and on behalf of each Company as such Authorized Officer in his or her sole judgment believes are necessary, proper or advisable in order to perform each Company's obligations under or in connection with such New Guarantor Supplemental Indenture and the transactions contemplated therein.

GENERAL MATTERS

1. FEES OF COUNSEL, ACCOUNTANTS, ADVISORS, ETC.

RESOLVED , that all actions taken, or caused to be taken, by any Authorized Officer with respect to the retention on behalf of each Company of such counsel, accountants and other advisors, agents (including, without limitation, listing, solicitation and information and tabulation agents) or representatives to perform necessary and appropriate services in connection with the Consent Solicitation, are hereby ratified, approved and confirmed in all respects.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and directed on behalf of each Company to pay such fees and expenses to such counsel, accountants and other advisors, agents or representatives, and to make such expenditures as any such Authorized Officer may deem, or is advised is, necessary or appropriate in connection with the Consent Solicitation.

2. MISCELLANEOUS

RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the Solicitation Agent Agreement, the Tabulation and Information Agent Agreement, the Supplemental Indenture and any other transaction agreements (collectively the " Transaction Documents "), to arrange for and enter into supplements, amendments, instruments, certificates or documents relating to the transactions contemplated by the Transaction Documents and to execute and deliver all such supplements, amendments, instruments, certificates or documents in the name and

on behalf of each Company, which shall in their sole judgment be necessary, proper or advisable in order to perform each Company's obligations under or in connection with the Transaction Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolutions.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to execute and deliver any amendments, amendment and restatements, documents, supplements, waivers, modifications, renewals, replacements, consolidations, substitutions and extensions of the Transaction Documents which shall in their sole judgment be necessary, proper or advisable.

FURTHER RESOLVED , that any actions taken by any Authorized Officer prior to the date hereof which would have been authorized by these resolutions, but for the fact that such actions were taken prior to the date hereof, be, and hereby are, authorized, ratified, confirmed, adopted and approved in all respects as the acts and deeds of each Company, as the case may be.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to vote the securities, including stock, limited liability company interests and any partnership interests held by each Company, to execute and deliver consents on behalf of each Company as the stockholder, member or partner of the corporation, limited liability company or partnership, as applicable, in connection with the Transaction Documents and the transactions contemplated therein, including without limitation, in order to authorize the execution and delivery of the Transaction Documents and performance of its obligations under the Transaction Documents by any such issuer of securities, including stock, limited liability company interests and any partnership interests held by each Company.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted pursuant to the By-Laws of each Company and the laws of the State of Delaware.

This consent may be executed in as many counterparts as may be required (including by means of telecopied or portable document format (PDF) signature pages) and all counterparts shall collectively constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

/s/ Thomas J. Harrington
Thomas J. Harrington

Jeffrey A. Marcus

Katherine H. Chung

K. Dillon Schickli

Jim L. Turner

Jason L. Metakis

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Thomas J. Harrington

/s/ Jeffrey A. Marcus
Jeffrey A. Marcus

Katherine H. Chung

K. Dillon Schickli

Jim L. Turner

Jason L. Metakis

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Thomas J. Harrington

Jeffrey A. Marcus

/s/ Katherine H. Chung
Katherine H. Chung

K. Dillon Schickli

Jim L. Turner

Jason L. Metakis

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Thomas J. Harrington

Jeffrey A. Marcus

Katherine H. Chung

/s/ K. Dillon Schickli
K. Dillon Schickli

Jim L. Turner

Jason L. Metakis

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Thomas J. Harrington

Jeffrey A. Marcus

Katherine H. Chung

K. Dillon Schickli

/s/ Jim L. Turner
Jim L. Turner

Jason L. Metakis

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Thomas J. Harrington

Jeffrey A. Marcus

Katherine H. Chung

K. Dillon Schickli

Jim L. Turner

/s/ Jason L. Metakis
Jason L. Metakis

WRITTEN CONSENT OF SOLE MEMBER
OF
CRYSTAL SPRINGS OF ALABAMA HOLDINGS, LLC

November 11, 2014

The undersigned, being the sole member (the " Sole Member ") of Crystal Springs of Alabama Holdings, LLC, a Delaware limited liability company (the "Company"), hereby takes the following actions and adopts the following resolutions by written consent pursuant to the limited liability company agreement of the Company and Section 18-302 of the Delaware Limited Liability Company Act:

THE CONSENT SOLICITATION

1. GENERAL

WHEREAS , on November 6, 2014, DSS Group, Inc. (" DSS Group "), the indirect parent entity of the Company, entered into that certain Agreement and Plan of Merger (the " Merger Agreement "), by and among DSS Group, Cott Corporation, a corporation organized under the laws of Canada (" Cott "), Delivery Acquisition, Inc. (" Merger Sub "), a wholly owned subsidiary of Cott, and Crestview DSW Investors, L.P., in connection with the proposed merger (the " Merger ") of Merger Sub with and into DSS Group, with DSS Group being the surviving corporation of the Merger.

WHEREAS , in connection with the Merger, DS Services of America, Inc. (" DS Services of America ") desires to seek consent from holders (the "Consent Solicitation") of its outstanding 10.000% Second-Priority Senior Secured Notes due 2021 (the "Notes"), issued under the indenture, dated as of August 30, 2013, by and among DS Services of America, the Company and DS Services Holdings, Inc. (" Holdings " and, together with the Company, the " Guarantors "), the other guarantors named therein and Wilmington Trust, National Association, as trustee (the " Trustee ") and as collateral agent (the " Collateral Agent ") (as amended or supplemented from time to time and through the date hereof, the " Indenture ").

WHEREAS , the Company will obtain benefits from the Consent Solicitation and such Consent Solicitation is necessary to support the conduct, promotion and attainment of the business of the Company.

WHEREAS , upon receipt of the Required Consents (as defined in the Consent Solicitation Statement), DS Services of America, the Guarantors, the Trustee and the Collateral Agent intend to promptly execute a supplement to the Indenture (the " Supplemental Indenture ") to effect an amendment and restatement of the Indenture in the form attached to the Supplemental Indenture (as so amended and restated, the " Amended Indenture ").

WHEREAS , pursuant to the Indenture, DS Services of America is required to cause each restricted subsidiary that guarantees any indebtedness of DS Services of America or any of the Guarantors to execute and deliver to the Trustee a supplemental indenture, pursuant to which such restricted subsidiary will guarantee the DS Services of America's obligations under the Indenture.

WHEREAS , in connection with the Merger, Cott and certain of its subsidiaries will each become guarantors (the " New Guarantors ") of indebtedness of the DS Services of America or the Guarantors.

WHEREAS , pursuant to Section 9.01 of the Indenture, the Trustee, DS Services of America and the Guarantors are authorized to execute and deliver a supplemental indenture to amend the Indenture, without the consent of any holder, to join each of the New Guarantors as a party to the Indenture as a Guarantor.

NOW, THEREFORE, BE IT RESOLVED , that the Board has determined the Consent Solicitation to be advisable and in the best interests of the Company.

2. CONSENT SOLICITATION DOCUMENTS

RESOLVED , that the Company be, and hereby is, authorized to prepare and deliver to holders of Notes a consent solicitation statement (as it may be amended or supplemented from time to time, the " Consent Solicitation Statement ") and the related consent letter, in such form and containing such terms and provisions as are authorized by any of the Chief Executive Officer, the President, the Chief Financial Officer, any Senior Vice President, any Vice President, the Secretary, the Treasurer and such other officers as may be designated by the Chief Executive Officer (collectively, the " Authorized Officers ") with such other amendments, modifications, terms or provisions as any Authorized Officer may approve consistent with these resolutions.

FURTHER RESOLVED , that the Company be, and hereby is, authorized to commence and consummate the Consent Solicitation to amend the Indenture, pursuant to the terms and subject to the conditions as set forth in the Consent Solicitation Statement, and the Authorized Officers be, and each hereby is, authorized, in the name and on behalf of the Company, to perform all acts in connection with the Consent Solicitation, and to execute and deliver the Consent Solicitation Statement and all other documents, including one or more supplemental indentures, as may be deemed necessary, appropriate or advisable, with such further amendments, modifications, terms and provisions as any Authorized Officer may approve consistent with these resolutions, the approval of such Authorized Officer to be evidenced conclusively, but not exclusively, by the Authorized Officer's execution thereof.

3. SOLICITATION AGENT AGREEMENT

RESOLVED , that the Company be, and hereby is, authorized to enter into and deliver and perform obligations under a solicitation agent agreement with the solicitation agent(s) named therein (the " Solicitation Agent Agreement ") in such form and containing such terms and provisions as are authorized by any Authorized Officer, and that the Authorized Officers be, and each hereby is, authorized to execute and deliver the Solicitation Agent Agreement (and hire one or more solicitation agent(s)) with such further amendments, modifications, terms and provisions as such Authorized Officer may approve consistent with these resolutions, the approval of such Authorized Officer to be evidenced conclusively, but not exclusively, by the Authorized Officer's execution thereof.

3. SUPPLEMENTAL INDENTURE

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to prepare or cause to be prepared the form, terms and provisions of the Supplemental Indenture relating to the Notes, including all exhibits attached thereto, and the Company's performance of its obligations under the Supplemental Indenture is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and directed to execute and deliver the Supplemental Indenture in the name and on behalf of the Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

FURTHER RESOLVED , that the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into agreements, instruments, certificates or documents relating to the transactions contemplated by the Indenture and the Supplemental Indenture and to execute and deliver all such agreements, instruments, certificates or documents in the name and on behalf of the Company as such Authorized Officer in his or her sole judgment believes are necessary, proper or advisable in order to perform the Company's obligations under or in connection with the Indenture and the Supplemental Indenture and the transactions contemplated therein.

4. AMENDED INDENTURE

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to negotiate the form, terms and provisions of the Amended Indenture to be entered into in connection with the Consent Solicitation and the Notes, including all exhibits attached thereto, and the Company's performance of its obligations under the Amended Indenture is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and directed to execute and deliver the Amended Indenture in the name and on behalf of the Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

FURTHER RESOLVED , that the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into agreements, instruments, certificates or documents relating to the transactions contemplated by the Amended Indenture and to execute and deliver all such agreements, instruments, certificates or documents, including any supplemental indentures, in the name and on behalf of the Company as such Authorized Officer in his or her sole judgment believes are necessary, proper or advisable in order to perform the Company's obligations under or in connection with the Indenture, the Amended Indenture and the transactions contemplated therein.

5. AMENDED SECURITY DOCUMENTS

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to prepare or cause to be prepared the form, terms and provisions of (i) the Amended and Restated Collateral Agreement (Second Lien) securing the payment of the Company's obligations relating to the Notes, and (ii) the Amended and Restated Intercreditor Agreement subordinating the liens and security interests with respect to all collateral of the Company securing the Notes to all liens and security interests securing the senior bank credit facility of Cott in which the Company will join as a guarantor upon consummation of the Merger, including all exhibits attached thereto (such agreements, together with all exhibits thereto, being referred to as the " Amended Security Documents "), and the Company's performance of its obligations under the Amended Security Documents is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and directed to execute and deliver the Amended Security Documents in the name and on behalf of the Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

6. SUPPLEMENTAL INDENTURES TO ADD GUARANTORS

RESOLVED , that any Authorized Officers be, and each hereby is, authorized and empowered to prepare or cause to be prepared the form, terms and provisions of one or more supplemental indentures relating to the Notes for the purpose of adding any guarantor or guarantee (each a " New Guarantor Supplemental Indenture "), including all exhibits attached thereto, and the Company's performance of its obligations under any such New Guarantor Supplemental Indenture is hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers is hereby authorized and directed to execute and deliver such New Guarantor Supplemental Indenture in the name and on behalf of the Company, in the form approved, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof.

FURTHER RESOLVED , that the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into agreements, instruments, certificates or documents relating to the transactions contemplated by any New Guarantor Supplemental Indenture and to execute and deliver all such agreements, instruments, certificates or documents in the name and on behalf of the Company as such Authorized Officer in his or her sole judgment believes are necessary, proper or advisable in order to perform the Company's obligations under or in connection with such New Guarantor Supplemental Indenture and the transactions contemplated therein.

GENERAL MATTERS

1. FEES OF COUNSEL, ACCOUNTANTS, ADVISORS, ETC.

RESOLVED , that all actions taken, or caused to be taken, by any Authorized Officer with respect to the retention on behalf of the Company of such counsel, accountants and

other advisors, agents (including, without limitation, the solicitation agent) or representatives to perform necessary and appropriate services in connection with the Consent Solicitation, are hereby ratified, approved and confirmed in all respects.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and directed on behalf of the Company to pay such fees and expenses to such counsel, accountants and other advisors, agents or representatives, and to make such expenditures as any such Authorized Officer may deem, or is advised is, necessary or appropriate in connection with the Consent Solicitation.

2. MISCELLANEOUS

RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the Solicitation Agent Agreement, the Supplemental Indenture and any other transaction agreements (collectively the " Transaction Documents "), to arrange for and enter into supplements, amendments, instruments, certificates or documents relating to the transactions contemplated by the Transaction Documents and to execute and deliver all such supplements, amendments, instruments, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with the Transaction Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolutions.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to execute and deliver any amendments, amendment and restatements, documents, supplements, waivers, modifications, renewals, replacements, consolidations, substitutions and extensions of the Transaction Documents which shall in their sole judgment be necessary, proper or advisable.

FURTHER RESOLVED , that any actions taken by any of the Authorized Officers prior to the date hereof which would have been authorized by these resolutions, but for the fact that such actions were taken prior to the date hereof, be, and hereby are, authorized, ratified, confirmed, adopted and approved in all respects as the acts and deeds of the Company, as the case may be.

FURTHER RESOLVED , that any of the Authorized Officers be, and each hereby is, authorized and empowered to vote the securities, including stock, limited liability company interests and any partnership interests held by the Company, to execute and deliver consents on behalf of the Company as the stockholder, member or partner of the corporation, limited liability company or partnership, as applicable, in connection with the Transaction Documents and the transactions contemplated therein, including without limitation, in order to authorize the execution and delivery of the Transaction Documents and performance of its obligations under the Transaction Documents by any such issuer of securities, including stock, limited liability company interests and any partnership interests held by the Company.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Sole Member duly called and constituted pursuant to the limited liability company agreement of the Company and the laws of the State of Delaware.

This consent may be executed in as many counterparts as may be required (including by means of telecopied or portable document format (PDF) signature pages) and all counterparts shall collectively constitute one and the same consent.

* * * *

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first set forth above.

CRYSTAL SPRINGS OF ALABAMA HOLDINGS, LLC:

By: DS Services of America, Inc.,
its sole member

By: /s/ Ron Z. Frieman
Name: Ron Z. Frieman
Title: Authorized Signatory

[Signature Page to Sole Member Consent]

Exhibit 3.1(83)

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "DSS GROUP, INC. " AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE TWENTIETH DAY OF APRIL, A.D. 2012, AT 4:49 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTIETH DAY OF APRIL, A.D. 2012, AT 5:11 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE THIRTIETH DAY OF AUGUST, A.D. 2013, AT 9:43 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "DSW GROUP, INC." TO "DSS GROUP, INC.", FILED THE TWENTY-SEVENTH DAY OF FEBRUARY, A.D. 2014, AT 10:30 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF MARCH, A.D. 2014.

Jeffrey W. Bullock, Secretary of State

4439848 8100X

AUTHENTICATION: 1914717

141477483

DATE: 12-02-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:52 PM 04/20/2012
FILED 04:49 PM 04/20/2012
SRV 120457585 - 4439848 FILE

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

DSW GROUP, INC.

DSW Group, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the " ***Corporation*** "), DOES HEREBY CERTIFY:

FIRST: The name of the Corporation is "DSW Group, Inc." The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on October 12, 2007, under the name "DSW Group, Inc." (the " ***Original Certificate*** ").

SECOND: The Amended and Restated Certificate of Incorporation of the Corporation in the form attached hereto as Exhibit A has been duly adopted by the directors of the Corporation in accordance with the provisions of Sections 141, 228, 242 and 245 of the General Corporation Law of the State of Delaware (the " ***DGCL*** ").

THIRD: The Amended and Restated Certificate of Incorporation so adopted reads in full as set forth in Exhibit A attached hereto, amends and restates entirely the Original Certificate and is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be duly signed by the Chief Executive Officer as of April 20, 2012.

DSW GROUP, INC.

By: /s/ K Dillon Schickli
Name: K. Dillon Schickli
Title: Chief Executive Officer

Exhibit A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

DSW GROUP, INC.

ARTICLE I

The name of the Corporation is DSW Group, Inc. (the " ***Corporation*** ").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of capital stock which the Corporation shall have authority to issue is Thirteen Million, Six Hundred and Sixty-Eight Thousand, Seven Hundred and Forty-Eight (13,668,748), of which (i) Four Million, One Hundred and Thirty-Seven Thousand, Eight Hundred and Forty-Six (4,137,846) shares shall be preferred stock, par value $.01 per share (the " ***Preferred Stock*** "), and (ii) Nine Million, Five Hundred and Thirty Thousand, Nine Hundred and Two (9,530,902) shares shall be common stock, par value $.01 per share (the " ***Common Stock*** ").

The voting powers, designations, preferences, powers and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

A. CONVERTIBLE PARTICIPATING PREFERRED STOCK

1. Designation . All of the Preferred Stock shall be designated as Participating Preferred Stock, par value $.01 per share (the " ***Participating Preferred Stock*** ").

2. Voting .

(a) Election of Directors . The holders of outstanding shares of Participating Preferred Stock shall, voting together as a single class, be entitled to elect all of the Directors of the Corporation. Except as provided in Section A.2(a)(iv) below, such Directors shall be elected by a plurality vote, with the elected candidates being the candidates receiving the greatest number of affirmative votes (with each holder of Participating Preferred Stock entitled to cast one vote for or against each candidate with respect to each share of Participating Preferred Stock held by such holder) of the outstanding shares of Participating Preferred Stock, with votes cast against such candidates and votes withheld having no legal effect. The election of such Directors shall occur (i) at the annual meeting of holders of capital stock, (ii) at any special meeting of holders of capital stock if such meeting is called for the purpose of electing directors, (iii) at any special meeting of holders of Participating Preferred Stock called by holders of not less than a majority of the outstanding shares of Participating Preferred Stock or (iv) by the written consent of holders of a majority of the outstanding shares of Participating Preferred Stock. If at any time when any share of Participating Preferred Stock is outstanding any such Director should cease to be a Director for any reason, the vacancy shall only be filled by the vote or written consent of the holders of the outstanding shares of Participating Preferred Stock, voting together as a separate class, in the manner and on the basis specified above or as otherwise provided by law. The holders of outstanding shares of Participating Preferred Stock may, in their sole discretion, determine not to elect one or more Directors as provided herein from time to time, and during any such period the Board of Directors shall not be deemed unduly constituted solely as a result of such vacancy. Following such time as there are no shares of Participating Preferred Stock outstanding, the holders of Common Stock shall be entitled to elect all of the Directors.

(b) Voting Generally . Each outstanding share of Participating Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which such share of Participating Preferred Stock is then convertible pursuant to Section A.6 hereof as of the record date for the vote or written consent of stockholders, if applicable. Each holder of outstanding shares of Participating Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation and shall vote with holders of Common Stock, voting together as single class upon all matters submitted to a vote of stockholders, excluding those matters required to be submitted to a class or series vote pursuant to the terms hereof (including, without limitation, Section A.8) or bylaw.

3. Dividends . The holders of the Participating Preferred Stock, in preference to the holders of any other capital stock of the Corporation, shall be entitled to receive, out of funds legally available therefor, cumulative dividends at the per share rate of fifteen percent (15%) of the Original Issue Price (as defined below) per annum from the date of original issuance of such share, which dividends shall accrue quarterly in arrears and be compounded quarterly, whether or not such dividends are declared by the Board and paid. In addition, the Corporation may (when, as and if declared by the Board of Directors) declare and distribute in such year dividends among the holders of Participating Preferred Stock and the holders of Common Stock pro rata based on the number of shares of Common Stock held by each, determined on an as-if-converted basis (assuming full conversion of all such Participating Preferred Stock) as of the record date with respect to the declaration of such dividends.

4. Liquidation; Merger, etc .

(a) Participating Preferred Liquidation Preference .

(i) Upon any liquidation, dissolution or winding up of the Corporation and its subsidiaries, whether voluntary or involuntary (a " ***Liquidation Event*** "), each holder of outstanding shares of Participating Preferred Stock shall be entitled to be paid in cash, before any amount shall be paid or distributed to the holders

of the Common Stock or any other capital stock ranking on liquidation junior to the Participating Preferred Stock (the Common Stock and such other capital stock being referred to collectively as " ***Junior Stock*** "), an amount per share of Participating Preferred Stock equal to (A) $104,557 (as adjusted appropriately for stock splits, stock dividends, combinations, recapitalizations and the like, the " ***Original Issue Price*** ") plus (B) an amount equal to all accrued but unpaid dividends on such share of Participating Preferred Stock (the sum of (A) and (B), the " ***Participating Preference Amount*** "). If the amounts available for distribution by the Corporation to holders of Participating Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Participating Preference Amount due to such holders, such holders of Participating Preferred Stock shall share ratably in any distribution in connection with such Liquidation Event in proportion to the full respective Participating Preference Amounts to which they are entitled.

(ii) The Corporation shall have the right at any time and from time to time to make payments (each such payment, a " ***Reduction Payment*** ") to the holders of outstanding shares of Participating Preferred Stock, in an amount per share up to the Participating Preference Amount; provided , however , that (A) the aggregate Reduction Payments made at any given time to the holders of Participating Preferred Stock shall be at least $50,000 (the " ***Minimum Amount*** ") and (B) if the Corporation desires to make aggregate Reduction Payments in an amount which exceeds the Minimum Amount, such additional amount must be in increments of $10,000. Any Reduction Payments paid by the Corporation shall be distributed ratably among all holders of shares of Participating Preferred Stock in proportion to their aggregate holdings of Participating Preferred Stock. In the event of any Reduction Payments, (x) all amounts shall first be applied to any accrued but unpaid dividends in respect of the Participating Preferred Stock (" ***Accrued Dividends*** ") and (y) to the extent that the Reduction Payment exceeds the Accrued Dividends, the Participating Preference Amount shall be reduced by the amount by which the Reduction Payment exceeds the Accrued Dividends. For the avoidance of doubt, the aggregate Reduction Payments made pursuant to this Section A.4(a)(ii) shall not, under any circumstances, (1) exceed with respect to any share of Participating Preferred Stock, in the aggregate, the Participating Preference Amount or (2) cause or result in the retirement, extinguishment or cancellation of any outstanding shares of Participating Preferred Stock.

(b) Additional Amounts . After the prior payment in full of the aggregate Participating Preference Amount in connection with a Liquidation Event, the remaining assets and funds of the Corporation available for distribution to its stockholders, if any, shall be distributed pro rata among the holders of then outstanding shares of Participating Preferred Stock (determined on an as-converted basis, the " ***Participating Preferred Stock Common Participation*** ") and Junior Stock.

(c) Amount Payable in Mergers, etc . Subject to Section A.7(d) and the obligations, if any, of the Corporation pursuant to that certain Minority Guaranteed Payment Agreement dated as of April 20, 2012 by and among the Corporation and the other parties thereto and that certain Contingent Payment Agreement dated as of April 20, 2012 by and among the Corporation and the other parties thereto, each as may be amended or supplemented from time to time in accordance with their terms, the holders of not less than a majority of the voting power of the outstanding shares of Participating Preferred Stock (a " ***Majority Interest*** ") may elect to have treated as if a Liquidation Event:(i) any merger or consolidation of the Corporation into or with another corporation (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the surviving corporation) (a

" ***Change of Control Transaction*** ") or (ii) any sale of all or substantially all of the assets of the Corporation and its subsidiaries, on a consolidated basis (other than to a wholly-owned subsidiary of the Corporation). If such election is made, all consideration payable to the stockholders of the Corporation in connection with any such merger or consolidation, or all consideration payable to the Corporation and distributable to its stockholders, together with all other available assets of the Corporation (net of obligations owed by the Corporation that are senior to the Participating Preferred Stock), in connection with any such asset sale, shall be, as applicable, paid by the purchaser to the holders of, or distributed by the Corporation in redemption (out of funds legally available therefor) of, the Participating Preferred Stock and any Junior Stock in accordance with the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, with such preferences and priorities specifically intended to be applicable in any such merger or consolidation, asset sale, as if such transaction were a Liquidation Event In furtherance of the foregoing, the Corporation shall take such actions as are necessary to give effect to the provisions of this Section A.4(c), including without limitation, (x) in the case of a merger or consolidation, causing the definitive agreement relating to such merger or consolidation to provide for a rate at which the shares of Participating Preferred Stock are converted into or exchanged for cash, new securities or other property which gives effect to the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, or (y) in the case of an asset sale, redeeming the Participating Preferred Stock (or, if the amounts payable in such Liquidation Event are less than the aggregate Participating Preference Amount as of such time, make Reduction Payments in respect of the Participating Preferred Stock). The Corporation shall promptly provide to the holders of shares of Participating Preferred Stock such information concerning the terms of such merger, consolidation or asset sale, and the value of the assets of the Corporation as may reasonably be requested by the holders of Participating Preferred Stock. The amount deemed distributed to the holders of Participating Preferred Stock upon any such transaction shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity, as applicable. Any election by a Majority Interest pursuant to this Section A.4(c) shall be made by written notice to the Corporation and the other holders of Participating Preferred Stock at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Majority Interest hereunder, all holders of Participating Preferred Stock and Junior Stock shall be deemed to have made such election and such election shall bind all holders of the Participating Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Participating Preferred Stock or a Majority Interest, as applicable, shall have the right to elect to give effect to the conversion rights contained in Section A.6(a) or the rights contained in Section A.7(d), if applicable, instead of giving effect to the provisions contained in this Section A.4(c) with respect to the shares of Participating Preferred Stock held by such holders.

(d) Valuation of Securities or Other Non-Cash Consideration . For purposes of valuing any securities or other noncash consideration to be delivered to the holders of the Participating Preferred Stock in connection with any transaction to which Section A.4 is applicable, the following shall apply:

(i) If any such securities are traded on a nationally recognized securities exchange or inter dealer quotation system, the value shall be deemed to be the average of the closing prices of such securities on such exchange or system over the 30-day period ending three (3) business days prior to the closing;

(ii) If any such securities are traded over the counter, the value shall be deemed to be the average of the closing bid prices of such securities over the 30-day period ending three (3) business days prior to the closing; and

(iii) If there is no active public market for such securities or other noncash consideration, the value shall be the fair market value thereof, as mutually

determined in good faith by the Corporation and the holders of not less than a Majority Interest, provided that if the Corporation and the holders of a Majority Interest are unable to reach agreement, then by independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

5. Intentionally Omitted .

6. Conversion . Shares of Participating Preferred Stock shall be converted into Common Stock in accordance with the following:

(a) Automatic Conversion . Upon the closing of the Corporation's first underwritten public offering on a firm commitment basis by a nationally recognized investment banking organization or organizations pursuant to an effective registration statement under the Securities Act of 1933, as amended (the " ***Securities Act*** "), covering the offer and sale of Common Stock (an "IPO"), each outstanding share of Participating Preferred Stock held by such holder shall be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (x) the Original Issue Price by (y) the Conversion Price at the time in effect for the Participating Preferred Stock (such quotient, the " ***Conversion Rate*** "). For the avoidance of doubt, the Conversion Rate shall not be affected or adjusted as a result of any Special Conversion Payments (as defined below) paid to the holders of Participating Preferred Stock. The initial " ***Conversion Price*** " per share for shares of Participating Preferred Stock shall be the Original Issue Price, subject to adjustment as set forth in Section A.7. If a closing of an IPO occurs, all outstanding shares of Participating Preferred Stock shall be deemed to have been converted into shares of Common Stock immediately prior to such closing.

(b) Procedure for Automatic Conversion . As of the closing of an IPO (the " ***Automatic Conversion Date*** "), all outstanding shares of Participating Preferred Stock shall be converted into shares of Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares of Participating Preferred Stock are surrendered to the Corporation. On the Automatic Conversion Date, all rights with respect to the Participating Preferred Stock so converted shall terminate, except any of the rights of the holders thereof upon surrender of their certificate or certificates therefor or delivery of an affidavit of loss thereof to receive certificates for the number of shares of Common Stock into which such shares of Participating Preferred Stock have been converted. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. Upon surrender of such certificates or affidavit of loss, the Corporation shall issue and deliver to such holder, promptly (and in any event in such time as is sufficient to enable such holder to participate in such IPO) at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of the Participating Preferred Stock surrendered are convertible on the Automatic Conversion Date.

(c) Reservation of Stock Issuable Upon Conversion . The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Participating Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Participating Preferred Stock; and if at any time the number of authorized but unissued shares of the Common Stock shall not be sufficient to effect the conversion of all outstanding shares of Participating Preferred Stock, the Corporation will take such corporate action as may be necessary to increase the number of its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, and to reserve the appropriate number of shares of Common Stock for issuance upon such conversion.

(d) No Closing of Transfer Books . The Corporation shall not close its books against the transfer of shares of Participating Preferred Stock in any manner that would interfere with the timely conversion of any shares of Participating Preferred Stock.

(e) Special Payment Upon Conversion .

(i) In connection with any conversion of shares of Participating Preferred Stock pursuant to this Section A.6, the Corporation shall pay each holder of shares of Participating Preferred Stock to be converted an amount per share in cash in immediately available funds equal to such holder's Participating Preference Amount in respect of such shares (the " ***Special Conversion Payment*** "). The Special Conversion Payment shall be due and payable in connection with any conversion, simultaneously with such conversion.

(ii) If any Special Conversion Payment is not paid to a holder of shares of Participating Preferred Stock when due as per subsection (i) above, the Corporation shall pay interest on any unpaid Special Conversion Payment at an aggregate per annum rate equal to fifteen percent (15%) (increased by 1% at the end of each six (6) month period thereafter until the aggregate applicable Special Conversion Payment, and any interest thereon, is paid in full) with such interest to accrue daily in arrears and to be compounded quarterly; provided , however , that in no event shall such interest exceed the maximum permitted rate of interest under applicable law (the " ***Maximum Permitted Rate*** "). In the event that fulfillment of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided , however , that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable date on which the Special Conversion Payment became due and payable.

7. Adjustments .

(a) Adjustments to the Conversion Price . Except as provided in Section A.7(b) and except in the case of an event described in Section A.7(c), if and whenever after the date this Amended and Restated Certificate of Incorporation is first filed with the Secretary of State of Delaware (the " ***Filing Date*** ") the Corporation shall issue or sell, or is deemed to have issued or sold, any shares of Common Stock upon exercise, conversion or exchange of any Options outstanding on the Filing Date (a " ***Stock Issuance*** "), the Conversion Price shall be appropriately reduced such that the number of shares of Common Stock issuable upon conversion of the Participating Preferred Stock represents the percentage of outstanding shares of Common Stock (calculated on the basis as if all outstanding shares of Participating Preferred Stock were converted into shares of Common Stock) immediately following such Stock Issuance equal to the percentage of outstanding shares of Common Stock (calculated on the basis as if all outstanding shares of Participating Preferred Stock were converted into shares of Common Stock) immediately prior to such Stock Issuance.

For purposes of this Section A.7(a), the following shall also be applicable:

(i) Certain Defined Terms . The term " ***Options*** " shall mean any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Stock.

(ii) Stock Dividends . If the Corporation, at any time or from time to time after the Filing Date, shall declare or make, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or make any other distribution upon any stock of the Corporation payable in Common Stock or Options, any Common Stock or Options, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold, and the applicable Conversion Price will be adjusted pursuant to this Section A.7(a).

(iii) Other Dividends and Distributions . If the Corporation, at any time or from time to time after the Filing Date, shall declare or make, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities or other property of the Corporation other than shares of Common Stock, then and in each such event provision shall be made so that the holders of the outstanding shares of Participating Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of the applicable class of Common Stock receivable thereupon, the amount of such other securities of the Corporation or the value of such other property that they would have received had the Participating Preferred Stock been converted into the Common Stock on the date of such event and had such holders thereafter, during the period from the date of such event to and including the conversion date, retained such securities or other property receivable by them during such period giving application to all adjustments called for during such period under Section A.7 with respect to the rights of the holders of the outstanding shares of Participating Preferred Stock.

(iv) Record Date . In case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock or Options or (B) to subscribe for or purchase Common Stock or Options, then such record date shall be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(v) Treasury Shares . The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation; provided , that the disposition of any such shares in the manner described in this Section A.7 shall be considered an issuance or sale of Common Stock for the purpose of this Section A.7.

(b) Subdivision or Combination of Common Stock . In case the Corporation shall at any time after the Filing Date subdivide its outstanding shares of Common Stock into a greater number of shares (by any stock split, stock dividend or otherwise), the applicable Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, in case the Corporation shall at any time after the Filing Date combine its outstanding shares of Common Stock into a smaller number of shares (by any reverse stock split or otherwise), the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(c) Reorganization or Reclassification . If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate

provisions shall be made whereby each holder of a share or shares of Participating Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of Participating Preferred Stock, as the case may be, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(d) Mergers, Asset Sales and Change of Control Transactions . Upon the election of a Majority Interest made in connection with any merger or consolidation of the Corporation with or into another corporation, any sale of all or substantially all of the assets of the Corporation and/or its subsidiaries on a consolidated basis to another corporation or any Change of Control Transaction, each share of Participating Preferred Stock shall remain outstanding and shall thereafter be convertible (or shall be converted into a security which shall be convertible) into the kind and amount of securities or other property to which a holder of the number of shares of the Common Stock of the Corporation deliverable upon conversion of such share of Participating Preferred Stock would have been entitled upon such merger, consolidation, asset sale or Change of Control Transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in Section A.7 set forth with respect to the rights and interests thereafter of the holders of the Participating Preferred Stock, to the end that the provisions set forth in Section A.7 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as possible, in relation to any securities or other property thereafter deliverable upon the conversion of the Participating Preferred Stock. Any election by a Majority Interest pursuant to this Section A.7(d) shall be made by written notice to the Corporation and the other holders of Participating Preferred Stock at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Majority Interest hereunder, all holders of Participating Preferred Stock shall be deemed to have elected to so participate in such merger, consolidation, asset sale or Change of Control Transaction as provided in this Section A.7(d) and such election shall bind all holders of Participating Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Participating Preferred Stock or a Majority Interest, as applicable, shall have the right to elect to give effect to the conversion rights contained in Section A.6 or the rights contained in Section A.4(c), if applicable, instead of giving effect to the provisions contained in this Section A.7(d) with respect to the shares of Participating Preferred Stock held by such holders.

8. Covenants . The Corporation shall not (in any case, by merger, consolidation, operation of law or otherwise), and shall cause each of its subsidiaries not to, without first having provided written notice of such proposed action to each holder of outstanding shares of Participating Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Majority Interest:

(a) declare or pay any dividends or make any distributions of cash, property or securities of the Corporation in respect of its capital stock, or apply any of its assets to the redemption, retirement, purchase or other acquisition of its capital stock, directly or indirectly, through subsidiaries or otherwise, except for (i) payments to holders of Participating Preferred Stock pursuant to Section A.4(a)(ii), (ii) dividends or distributions payable solely in shares of Common Stock and (iii) the redemption of shares of Common Stock from employees of the Corporation and its subsidiaries as approved by the Board of Directors;

(b) reclassify any capital stock in a manner that adversely affects the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Participating Preferred Stock;

(c) authorize or issue, or obligate itself to issue, any convertible debt or other debt with any equity participation, any securities convertible into or exercisable or exchangeable for any equity securities, or any other equity security, or permit any subsidiary of the Corporation to issue any capital stock, or securities convertible into or exercisable or exchangeable for capital stock or other securities of such Subsidiary, to any person or entity other than the Corporation;

(d) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, this Amended and Restated Certificate of Incorporation (including, without limitation, increasing the total number of shares of Preferred Stock and/or Common Stock that the Corporation shall have the authority to issue) or the bylaws of the Corporation as in effect on the Closing Date;

(e) effect any Liquidation Event, or any other event described in Section A.4 hereof;

(f) effect the sale, transfer or license of any assets of the Corporation or any subsidiary to any person or entity other than the Corporation or a wholly-owned subsidiary of the Corporation, other than in the ordinary course of business;

(g) change the size, composition or powers of the Board of Directors of the Corporation or any subsidiary or any committee thereof, including the formation of any new committee;

(h) effect a conversion or other change in the corporate status or tax status of the Corporation or any subsidiary;

(i) take any other action not described in Section A.8(a)-(h) if such action could adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Participating Preferred Stock; or

(j) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a Majority Interest.

Further, the Corporation shall not, by amendment, alteration or repeal of this Amended and Restated Certificate of Incorporation (whether by merger, consolidation, operation of law, or otherwise) or through any Liquidation Event, any event described in Section A.4(c) hereof, or any other reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation and shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Participating Preferred Stock against impairment. Any successor to the Corporation shall agree in writing, as a condition to such succession, to carry out and observe the obligations of the Corporation hereunder with respect to the Participating Preferred Stock.

9. Notice; Adjustments; Waivers .

(a) Liquidation Events, Etc . In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, IPO or any other public offering becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Participating Preferred Stock at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, IPO or other public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event. Such notice shall be accompanied by a certificate prepared by the chief financial officer of the Corporation describing in detail (1) the facts of such transaction, (2) the amount(s) per share of Participating Preferred Stock or Common Stock each holder of Participating Preferred Stock would receive pursuant to the applicable provisions of this Amended and Restated Certificate of Incorporation, and (3) the facts upon which such amounts were determined.

(b) Adjustments; Calculations . Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to Section A.7, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Participating Preferred Stock a certificate setting forth in detail (i) such adjustment or readjustment, (ii) the Conversion Price before and after such adjustment or readjustment, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder’s shares of Participating Preferred Stock. All such calculations shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share as the case may be.

(c) Waiver of Notice . The holder or holders of a Majority Interest may, at any time upon written notice to the Corporation, waive any notice or certificate delivery provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

(d) Other Waivers . The holder or holders of a Majority Interest may, at any time upon written notice to the Corporation, waive compliance by the Corporation with any term or provision herein, provided that any such waiver does not affect any holder of outstanding shares of Participating Preferred Stock in a manner materially different than any other holder, and any such waiver shall be binding upon all holders of Participating Preferred Stock and their respective transferees.

10. No Reissuance of Participating Preferred Stock . No share or shares of Participating Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

11. Contractual Rights of Holders . The various provisions set forth herein for the benefit of the holders of the Participating Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

12. Fractional Shares . Shares of Participating Preferred Stock may be issued in fractions as may be determined by the Board.

B. COMMON STOCK

1. Voting . Except as otherwise expressly provided herein or required by law, each holder of outstanding shares of Common Stock shall be entitled to one (1) vote in respect of each share of Common Stock held thereby of record on the books of the Corporation on all matters submitted to a vote of stockholders of the Corporation. Notwithstanding the provisions of Section 242(b)(2) of the DGCL, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the outstanding shares of Common Stock and Participating Preferred Stock voting together as a single class.

2. Dividends . The holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion, with holders of outstanding shares of Participating Preferred Stock and Common Stock sharing *pari passu* in such dividends, as contemplated by Section A.3.

3. Liquidation . Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of Participating Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution, as contemplated by Section A.4(b).

4. Fractional Shares . Shares of Common Stock may be issued in fractions as may be determined by the Board.

ARTICLE V

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of Directors need not be by written ballot unless the by-laws of the Corporation so provide.

2. Except as provided in Section A.8(d), the Board of Directors is expressly authorized to adopt, amend or repeal the by laws of the Corporation to the extent specified therein.

ARTICLE VI

Meetings of stockholders may be held within or without the State of Delaware, as the by laws may provide.

ARTICLE VII

To the extent permitted by law, the books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated in the by laws of the Corporation or from time to time by its Board of Directors.

ARTICLE VIII

A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director of the Corporation, except for liability (a) for any breach of the Director’s duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c)

under Section 174 of the Delaware General Corporation Law, or (d) for any transaction from which the Director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this Amended and Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware.

Any repeal or modification of this Article VIII by the stockholders of the Corporation or by an amendment to the Delaware General Corporation Law shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring either before such repeal or modification of a person serving as a Director prior to or at the time of such repeal or modification.

ARTICLE IX

In accordance with the provisions of Section 122(17) of the DGCL, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An " ***Excluded Opportunity*** " is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Participating Preferred Stock or Common Stock or any direct or indirect partner, member, director, stockholder, employee or agent of any such holder or entity, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, " ***Covered Persons*** "), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ARTICLE X

The Corporation shall not issue any non-voting equity securities to the extent prohibited by Section 1123 of Title 11 of the United States Code (the " ***Bankruptcy Code*** ") as in effect on the effective date of the confirmed Chapter 11 plan of Group under the Bankruptcy Code (if any) (the " ***Reorganization Plan*** "); provided , however , that this Article X (a) will have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code, (b) will have such force and effect, if any, only for so long as such section of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with such applicable law as from time to time may be in effect.

ARTICLE XI

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:15 PM 04/20/2012
FILED 05:11 PM 04/20/2012
SRV 120457727 - 4439848 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

OF

DSW HOLDINGS, INC.

WITH AND INTO

DSW GROUP, INC.

April 20, 2012

Pursuant to Section 253 of the General Corporation Law of the State of Delaware

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DSW Group, Inc., a Delaware corporation (the " Corporation "), hereby certifies as follows:

FIRST : The Corporation owns all of the outstanding shares of stock of DSW Holdings, Inc., a Delaware corporation (" Holdings ").

SECOND : The Corporation and Holdings have entered into an Agreement and Plan of Merger, dated as of April 20, 2012 (the " Merger Agreement "), providing for the merger of Holdings with and into the Corporation (the " Merger ") pursuant to Section 253 of the General Corporation Law of the State of Delaware.

THIRD : On February 28, 2012, the Board of Directors of the Corporation duly adopted the following resolutions approving the Merger and Merger Agreement. Such resolutions have not been modified or rescinded and are in full force and effect on the date hereof:

WHEREAS, in connection with the Restructuring, the Board has, after procuring and considering the advice of its financial advisors, counsel and the Corporation's management, determined that it is advisable and in the best interests of the Corporation to merge Holdings with and into the Corporation (the "Merger"), with the Corporation being the surviving entity of the Merger;

WHEREAS, in connection with the Merger, the Board has reviewed the terms and conditions of the agreement and plan of merger by and between the Corporation and Holdings, substantially in the form circulated to and reviewed and by the Board (the "Agreement and Plan of Merger"), and has, after procuring and considering the advice of its financial advisors, counsel and the Corporation's management, determined that the Merger is advisable and in the best interests of the Corporation upon the terms set forth in the Agreement and Plan of Merger, with such modifications or additions thereto as the Officers shall approve; and

WHEREAS, in connection with the Merger, the Board has, after procuring and considering the advice of its financial advisors, counsel and the Corporation's management,

determined that it is advisable and in the best interests of the Corporation to (1) approve and adopt the certificate of ownership and merger, substantially in the form of the certificate circulated to and reviewed and by the Board (the "Certificate of Ownership and Merger"), with such modifications or additions thereto as the Officers shall approve, (2) effectuate the Merger pursuant to the DGCL and (3) approve the filing of such Certificate of Ownership and Merger with the Secretary of State of the State of Delaware in accordance with the DGCL on or before the Restructuring Effective Date, subject to the closing of the Restructuring.

NOW THEREFORE BE IT:

RESOLVED, that the Board hereby determines that the Merger and the Agreement and Plan of Merger and the transactions contemplated thereby are advisable and in the best interests of the Corporation, and they hereby are, approved and adopted in all respects; and further

RESOLVED, that that the Certificate of Ownership and Merger be, and it hereby is, approved, adopted, ratified and confirmed in all respects with such changes therein as any Officer may deem appropriate, and the Officers be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to file the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware in accordance with the DGCL on or before the Restructuring Effective Date, subject to the closing of the Restructuring; and further

RESOLVED, that the Officers be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to execute and deliver the Agreement and Plan of Merger, with such changes thereto as the Officer executing the same shall, by execution thereof, approve, and that the Officers be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to prepare, execute, deliver and file or cause to be prepared, executed, delivered and filed such further agreements, certificates, instruments and documents and to take such actions as contemplated by the Agreement and Plan of Merger or as such Officer or Officers deem necessary or appropriate to carry into effect the purposes and intent of these resolutions.

FOURTH : The Corporation shall be the surviving entity of the Merger (the " Surviving Entity ") and the Certificate of Incorporation of the Corporation shall be the Certificate of Incorporation of the Surviving Entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be duly executed on the date first written above.

DSW GROUP, INC.

By: /s/ K Dillon Schickli
Name: K Dillon Schickli
Title: CEO

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:43 AM 08/30/2013
FILED 09:43 AM 08/30/2013
SRV 131041663 - 4439848 FILE

STATE OF DELAWARE

CERTIFICATE OF MERGER OF

CRESTVIEW DSW MERGER SUB, INC.

INTO

DSW GROUP, INC.

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware (the " DGCL "), DSW Group, Inc., a corporation organized and existing under the DGCL (the " Company "), hereby certifies as follows:

FIRST: The name and state of incorporation of each constituent corporation is as follows:

Name	State of Incorporation
Crestview DSW Merger Sub, Inc.	Delaware
DSW Group, Inc.	Delaware

SECOND: The Agreement and Plan of Merger, dated as of July 23, 2013 (the " Agreement and Plan of Merger "), has been approved, adopted, certified, executed and acknowledged by Crestview DSW Merger Sub, Inc. (" Merger Sub ") and the Company in accordance with the provisions of Sections 251(c) and 228 of the DGCL, pursuant to which Merger Sub will merge with and into the Company (the " Merger ").

THIRD: Pursuant to the Agreement and Plan of Merger, the Company shall be the surviving corporation (the " Surviving Corporation ") after the Merger. The name of the Surviving Corporation shall be "DSW Group, Inc."

FOURTH: In connection with the Merger, the certificate of incorporation of the Surviving Corporation shall be amended and restated at the Effective Time (as defined below) to read in its entirety as set forth on Exhibit A attached hereto, until thereafter amended in accordance with the DGCL and such certificate of incorporation.

FIFTH: The Merger is to become effective upon the filing of this certificate with the Secretary of State of the State of Delaware (the " Effective Time ").

SIXTH: The executed Agreement and Plan of Merger is on file at the office of the Surviving Corporation located at 5660 New Northside Drive, Suite 500, Atlanta, GA 30328.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request and without cost, to any stockholder of either of the constituent corporations.

* * * *

IN WITNESS WHEREOF, said Surviving Corporation has caused this certificate to be signed by an authorized officer on this 30th day of August, 2013.

DSW GROUP, INC.

By: /s/ Thomas J. Harrington
Name: Thomas J. Harrington
Title: CEO and President

[Signature Page to Certificate of Merger]

Exhibit A

Second Amended and Restated Certificate of Incorporation

See attached.

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

of

DSW GROUP, INC.

1. Name . The name of the Corporation is DSW Group, Inc.

2. Address; Registered Office and Agent . The address of the Corporation's registered office is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

3. Purposes . The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (" DGCL ").

4. Capital Stock .

(a) The total number of shares of all classes of stock that the Corporation shall have authority to issue is 5,000,000 shares, divided into (i) 4,000,000 shares of Common Stock, with the par value of $0.01 per share (the " Common Stock "), and (ii) 1,000,000 shares of Preferred Stock, with the par value of $0.01 per share (the " Preferred Stock "). The authorized number of shares of any class of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, and no separate vote of such class of stock the authorized number of which is to be increased or decreased shall be necessary to effect such change.

(b) The Board of Directors of the Corporation (the " Board ") is hereby authorized, by resolution or resolutions thereof, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting and other powers (if any) of the shares of such series, and the preferences and any relative, participating, optional or other special rights and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

(c) Except as may otherwise be provided in this Certificate of Incorporation or by applicable law, each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as may otherwise be

provided in this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section 4(b)) or by applicable law, no holder of any series of Preferred Stock, as such, shall be entitled to any voting powers in respect thereof.

(d) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, dividends may be declared and paid on the Common Stock at such times and in such amounts as the Board in its discretion shall determine.

(e) Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights, if any, of the holders of any outstanding series of Preferred Stock, the holders of the Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

5. Election of Directors . Unless and except to the extent that the By-laws of the Corporation (the " By-laws ") shall so require, the election of directors of the Corporation need not be by written ballot.

6. Limitation of Liability .

(a) The Corporation shall indemnify, to the fullest extent permitted by Section 145 of the DGCL, each person who is or was a director or officer of the Corporation and the heirs, executors and administrators of such person.

(b) No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director for any act or omission occurring subsequent to the date when this provision becomes effective, except that he or she may be liable (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

7. Adoption, Amendment or Repeal of By-Laws . The Board is authorized to adopt, amend or repeal the By-laws.

8. Certificate Amendments . The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Section 8.

9. Corporate Opportunity . To the fullest extent permitted from time to time under the DGCL, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are presented to its officers, directors or stockholders other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this Section 9 shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any acts or omissions of such officer, director or stockholder occurring prior to such amendment or repeal.

* * * *

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 AM 02/27/2014
FILED 10:30 AM 02/27/2014
SRV 140256057 - 4439848 FILE

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
DSW GROUP, INC.

DSW Group, Inc. (the "Company"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify:

FIRST: The legal name of the Company is DSW Group, Inc.

SECOND: The original Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware on October 12, 2007. The original Certificate of Incorporation was most recently amended and restated on August 30, 2013 (the "Amended and Restated Certificate of Incorporation").

THIRD: This Certificate of Amendment of Amended and Restated Certificate of Incorporation of the Company (this "Certificate of Amendment") was duly approved, adopted and declared advisable by the written consent of the Board of Directors of the Company in accordance with Sections 141 and 242 of the DGCL.

FOURTH: This Certificate of Amendment was duly approved and adopted by the written consent of the sole stockholder of the Company in accordance with Sections 228 and 242 of the DGCL.

FIFTH: The Amended and Restated Certificate of Incorporation is hereby amended by deleting Article 1 thereof in its entirety and replacing it with the following:

"1. Name . The name of the Corporation is DSS Group, Inc."

SIXTH: This Certificate of Amendment shall become effective on March 1, 2014.

IN WITNESS WHEREOF, this Certificate of Amendment has been duly executed by an authorized person as of the 26th day of February, 2014.

DSW GROUP, INC.

By: /s/ Ryan K. Owens
Ryan K. Owens, Chief Legal Officer and Secretary

Exhibit 3.1(84)

BYLAWS

OF

DELIVERY ACQUISITION, INC.
(a Delaware corporation)

ARTICLE 1
OFFICES

Section 1.01 Offices . The Corporation may have offices at such places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01 Place of Meeting . Meetings of the stockholders shall be held at such place, within the State of Delaware or elsewhere, as may be fixed from time to time by the Board of Directors. If no place is so fixed for a meeting, it shall be held at the Corporation's then principal executive office.

Section 2.02 Annual Meeting . The annual meeting of stockholders shall be held, unless the Board of Directors shall fix some other hour or date therefor, on the third Tuesday of May in each year, if not a legal holiday under the laws of Delaware, and, if a legal holiday, then on the next succeeding secular day not a legal holiday under the laws of Delaware, at which the stockholders shall elect by plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 2.03 Notice of Annual Meetings . Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 days nor more than 60 days before the date of the meeting.

Section 2.04 List of Stockholders . The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be so specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.05 Special Meetings . Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation,

may be called by the Chairman of the Board (if any), the President, or by the Board of Directors and shall be called by the President or Secretary or Board of Directors at the request in writing of a majority of the Board of Directors or by the stockholders representing a majority of common stock of the Corporation. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.06 Notice of Special Meetings . Unless waived, written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than 10 days nor more than 60 days before the date of the meeting.

Section 2.07 Quorum; Voting . The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. When a quorum is present at any meeting, except for elections of directors, which shall be decided by plurality vote, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no shares shall be voted pursuant to a proxy more than three years after the date of the proxy unless the proxy provides for a longer period. If a proxy expressly provides, any proxy holder may appoint in writing a substitute to act in his place.

Section 2.08 Action Without a Meeting . Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation’s registered office shall be by hand or by certified or registered mail,

return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days after the earliest dated consent delivered in the manner required by this Section to the Corporation, written consents signed by a sufficient number of stockholders to take action are delivered in the manner required by this Section to the Corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation.

ARTICLE 3
DIRECTORS

Section 3.01 Number and Term of Office . The number of directors of the Corporation shall be such number as shall be designated from time to time by resolution of the Board of Directors or the stockholders of the Corporation and initially shall be two (2). The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.02 hereof. Each director elected shall hold office for a term of one year and shall serve until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. Directors need not be stockholders.

Section 3.02 Vacancies . Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10 percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3.03 Resignations . Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if there is one, the President, or the Secretary. Such resignation shall take effect at the time of receipt thereof or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.04 Direction of Management . The business of the Corporation shall be managed under the direction of its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders. Such policies and directions may be prescribed from time to time by the stockholders.

Section 3.05 Place of Meetings . The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 3.06 Annual Meeting . Immediately after each annual election of directors, the Board of Directors shall meet for the purpose of organization, election of officers, and the transaction of other business, at the place where such election of directors was held or, if notice of such meeting is given, at the place specified in such notice. Notice of such meeting need not be given. In the absence of a quorum at said meeting, the same may be held at any other time and place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by the directors, if any, not attending and participating in the meeting.

Section 3.07 Regular Meetings . Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 3.08 Special Meetings . Special meetings of the Board of Directors may be called by the Chairman of the Board, if there is one, or the President on two (2) days notice to each director; either personally (including telephone), or in the manner specified in Section 4.01; special meetings shall be called by the Chairman of the Board, if there is one, or the President or the Secretary in like manner and on like notice on the written request of two directors.

Section 3.09 Quorum; Voting . At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business; and at all meetings of any committee of the Board, a majority of the members of such committee shall constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting of the Board of Directors or any committee thereof at which there is a quorum present shall be the act of the Board of Directors or such committee, as the case may be, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors or committee thereof, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.10 Action Without a Meeting . Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 3.11 Participation in Meetings . One or more directors may participate in any meeting of the Board or committee thereof by means of conference telephone or similar communications equipment by which all persons participating can hear each other.

Section 3.12 Committees of Directors . The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors or in these bylaws, shall have and may exercise all of the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when requested.

Section 3.13 Compensation of Directors . Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board of Directors. Members of special or standing committees may be allowed like compensation for attending committee meetings. Directors may also be reimbursed by the Corporation for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE 4
NOTICES

Section 4.01 Notices . Whenever, under the provisions of law or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, such requirement shall not be construed to necessitate personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, cable, telecopy or telex or by delivering a writing in a sealed wrapper prepaid to a courier service guaranteeing delivery within two (2) business days, in each case addressed to such director or stockholder, at his address as it appears on the records of the Corporation in the case of a stockholder and at his business address (unless he shall have filed a written request with the Secretary that notices be directed to a different address) in the case of a director. Such notice shall be deemed to be given at the time it is so dispatched.

Section 4.02 Waiver of Notice . Whenever, under the provisions of law or of the Certificate of Incorporation or of these Bylaws, notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent thereto. Neither the business nor the purpose of any meeting need be specified in such a waiver. The attendance of a stockholder or director at the event for which notice is to be given, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place or time

of the event, or to the manner in which it has been called or convened, except, in the case of a stockholder, when the stockholder attends solely for the purpose of stating, at the beginning of the meeting, an objection or objections to the transaction of the business at such meeting.

ARTICLE 5
OFFICERS

Section 5.01 Number . The officers of the Corporation shall be a President, a Secretary and a Treasurer, and may also include a Chairman of the Board, a Vice-Chairman of the Board, one or more Vice-Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be elected by the Board of Directors. Any number of offices may be held by the same person.

Section 5.02 Election and Term of Office . The officers of the Corporation shall be elected by the Board of Directors. Officers shall hold office at the pleasure of the Board.

Section 5.03 Removal . Any officer may be removed at any time by the Board of Directors, with or without cause. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

Section 5.04 Chairman of the Board . The Chairman of the Board, if there is one, and in his absence, the Vice-Chairman of the Board, shall preside at all meetings of the Board of Directors and shall perform such other duties, if any, as may be specified by the Board from time to time. The Chairman of the Board of Directors shall have all the powers of the President in the event of his absence or inability to act, or in the event of a vacancy in the office of the President. The Chairman of the Board of Directors shall confer with the President on matters of general policy affecting the business of the Corporation and shall have, in his discretion, power and authority to generally supervise all the affairs of the Corporation and the acts and conduct of all the officers of the Corporation, and shall have such other duties as may be conferred upon the Chairman of the Board by the Board of Directors.

Section 5.05 Vice-Chairman of the Board . The Vice-Chairman of the Board, if there is one, shall perform the duties of the Chairman of the Board in the absence, disability or vacancy in office of the Chairman of the Board, and in such event shall be vested with all of the powers and authority of the Chairman of the Board. He shall perform such other duties and have such other responsibilities as may be prescribed by the Board of Directors or the Chairman of the Board.

Section 5.06 President . The President shall be the chief executive officer of the Corporation and shall have overall responsibility for the management of the business and operations of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. In the absence of the Chairman of the Board and the Vice-Chairman of the Board, he shall preside over meetings of the Board of Directors. The President may, subject to approval of the Board, hire and fix the compensation of all employees and agents of the Corporation other than officers, and any person thus hired shall be removable at his pleasure. In general, he shall perform all duties incident to the office of President, and such other duties as from time to time may be assigned to him by the Board.

Section 5.07 Vice-Presidents . The Vice-Presidents, if there is one, shall perform such duties and have such authority as may be specified in these Bylaws or by the Board of Directors, the President, the Chairman of the Board, or Vice-Chairman of the Board. In the absence or disability of the President, the Chairman of the Board, if there is one, and Vice-Chairman of the Board, if there is one, the Vice-Presidents, in order of seniority established by the Board of Directors or the President, shall perform the duties and exercise the powers of the President.

Section 5.08 Secretary . The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the stockholders and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. She shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, Chairman of the Board, or Vice-Chairman of the Board. She shall have custody of the corporate seal of the Corporation and her, or an Assistant Secretary, shall have authority to affix the same to any instrument, and when so affixed it may be attested by her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by her signature.

Section 5.09 Assistant Secretaries . The Assistant Secretary or Secretaries, if there is one, shall, in the absence or disability of the Secretary, perform the duties and exercise the authority of the Secretary and shall perform such other duties and have such other authority as the Board of Directors, the President, the Chairman, or Vice-Chairman may from time to time prescribe.

Section 5.10 Treasurer . The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the President or the Chief Financial Officer, taking proper vouchers for such disbursements, and shall render to the Board of Directors when the Board so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 5.11 Assistant Treasurers . The Assistant Treasurer or Treasurers, if there is one, shall, in the absence or disability of the Treasurer, perform the duties and exercise the authority of the Treasurer and shall perform such other duties and have such other authority as the Board of Directors may from time to time prescribe.

Section 5.12 Salaries, Bonds . The Board of Directors may fix the compensation of all officers of the Corporation. In its discretion, the Board may or may not require bonds from any or all of the officers and employees of the Corporation for the faithful performance of their duties and good conduct while in office.

ARTICLE 6
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.01 Indemnification . Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving while a director or officer of the Corporation at the request of the Corporation as a director, officer, employee, agent, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permissible under Delaware law.

Section 6.02 Advances . Any person claiming indemnification within the scope of Section 6.01 shall be entitled to advances from the Corporation for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 6.03 Procedure . On the request of any person requesting indemnification under Section 6.01, the Board of Directors or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board or committee so directs or if the Board or committee is not empowered by statute to make such determination.

Section 6.04 Other Rights . The indemnification and advancement of expenses provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of shareholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6.05 Insurance . The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, agent, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these Bylaws.

Section 6.06 Modification . The duties of the Corporation to indemnify and to advance expenses to a director or officer provided in this Article 6 shall be in the nature of a contract between the Corporation and each such director or officer, and no amendment or repeal of any provision of this Article 6 shall alter, to the detriment of such director or officer, the right of such person to the advancement of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment, repeal or termination.

ARTICLE 7
CERTIFICATES OF STOCK

Section 7.01 Stock Certificates . Every holder of stock in the Corporation shall be entitled to have a certificate in the form prescribed by the Board of Directors signed on behalf of the Corporation by the Chairman of the Board or the Vice-Chairman of the Board, or the President or a Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares owned by him in the Corporation. Any or all signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 7.02 Lost Certificates . The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 7.03 Transfers of Stock . Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 7.04 Fixing Record Date . The Board of Directors of the Corporation may fix a record date for the purpose of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or to consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action. Such record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and such record date shall not be (i) in the case of such a meeting of stockholders,

more than 60 nor less than 10 days before the date of the meeting of stockholders, or (ii) in the case of consents in writing without a meeting, more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors, or (iii) in other cases, more than 60 days prior to the payment or allotment or change, conversion or exchange or other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 7.05 Registered Stockholders . The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of stock to receive dividends and to vote as such owner, and shall be entitled to hold liable for calls and assessments a person registered on its books as the owner of stock, and shall not be bound to recognize any equitable or other claim to, or interest in, such stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE 8
AMENDMENTS

Section 8.01 Amendments . These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by the stockholders or by the Board of Directors at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

Exhibit 3.1(85)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "COTT INVESTMENT, L.L.C." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-SEVENTH DAY OF NOVEMBER, A.D. 1996, AT 12:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTIETH DAY OF NOVEMBER, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "COTT INVESTMENT, L.L.C.".

2688923 8100H

141506144

You may verify this certificate online at corp.delaware.gov/authver.shtml

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 1936921

DATE: 12-09-14

CERTIFICATE OF FORMATION

OF

COTT INVESTMENT, L.L.C.

1. The name of the limited liability company is Cott Investment, L.L.C.

2. The address of its registered office is 103 Springer Building, 3411 Silverside Road, Wilmington, County of New Castle, Delaware 19810. The name of its registered agent at such address is Organization Services, Inc.

3. The latest date on which the limited liability company is to dissolve is November 30, 2046.

4. The effective date of this Certificate of Formation is November 30, 1996.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cott Investment, L.L.C. this 27th day of November, 1996.

/s/ Gilbert B. Warren
Gilbert B. Warren

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:50 PM 11/27/1996
960348522 - 2688923

Exhibit 3.1(86)

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF

COTT INVESTMENT, L.L.C.

THIS LIMITED LIABILITY COMPANY AGREEMENT is made as of March 30, 2005, by and between COTT CORPORATION and 804340 ONTARIO LIMITED, both being Canadian corporations and both having an address of 207 Queen's Quay West, Suite 800, Toronto, Ontario, Canada M5J1A7.

BACKGROUND

A. The formation of the Company pursuant to and in accordance with the Act occurred on November 30, 1996. An authorized person, within the meaning of the Act, has executed, delivered and filed the Certificate with the Secretary of State of the State of Delaware.

B. Pursuant to the Limited Liability Company Agreement of the Company by and between the Members dated as of November 30, 1996 (the " Original Agreement ") and an aggregate capital contribution of $1,000, the Members were admitted to the Company as its sole members. As of the date hereof, the Members listed in this Agreement are the only members of the Company.

C. The Members desire to amend and restate the Original Agreement in its entirety pursuant to the terms of this Agreement.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREINAFTER SET FORTH AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS HEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

SECTION 1
Definitions and Construction

1.1 Definitions: As used in this Agreement, the following terms shall have the following meanings:

Act : The Delaware Limited Liability Company Act, 6 Del . C , 18-101 et seq ., as amended from time to time.

Affiliate : A Person who, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

Agreement : Unless the context otherwise requires, this Limited Liability Company Agreement.

Certificate : The Company's Certificate of Formation filed under § 18-201 of the Act to be effective on November 30, 1996, a copy of which is attached hereto and made a part hereof as Exhibit A , and as amended from time to time.

Code : The Internal Revenue Code of 1986, as amended from time to time.

Company : The limited liability company formed pursuant to this Agreement and the Certificate.

Majority Vote : The written consent of Members owning more than fifty percent (50%) of the Ownership Percentages.

Manager : One or more managers designated pursuant to this Agreement or the Members appointed pursuant to Section 5. A Manager need not be a Member of the Company.

Member : Each of the Persons who executes this Agreement as a Member and their respective successors and permitted assigns.

Membership Interest : A Member's entire interest in the Company, including the right to participate in the management of the business and affairs of the Company and the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Act. The Members' initial Membership Interests are as set forth in the attached Exhibit B .

Officer : Any one or more persons appointed by this Agreement or the Managers appointed to an official position pursuant to Section 6.

Ownership Percentages : The percentage determined for each Member by dividing such Member's capital contributions by the capital contributions of all Members.

Person : Any individual, corporation, unincorporated association, general partnership, limited partnership, limited liability company, trust, business trust, joint stock company, or governmental agency or instrumentality and its or their respective heirs, legal representatives, successors and assigns.

1.2 Construction : Terms stated in the masculine gender shall be construed, as appropriate in context, as applying to the feminine gender, and vice versa, and terms stated in either such gender shall be construed, an appropriate in context, as applying to the neuter gender. Terms stated in the singular shall be construed, as appropriate in context, as the plural, and vice versa.

SECTION 2
Limited Liability Company

2.1 Formation : The Members formed a limited liability company under the Act for the purposes set forth in Section 2.4 of this Agreement, effective on the date set forth in the Certificate, November 30, 1996.

2.2 Name : The name of the Company shall be Cott Investment, L.L.C., and the business of the Company shall be conducted under that name.

2.3 Registered Office and Agent : The registered office of the Company shall be located at 103 Springer Building, 3411 Silverside Road, Wilmington, New Castle County, Delaware 19810, or at such other place as the Members may from time to time determine. The Company's registered agent at such address shall be Organization Services, Inc.

2.4 Purposes: The purposes of the Company are to engage in any lawful act or activity which limited liability companies may carry on under the Act. The Company shall have and may exercise all of the rights and powers granted under the Act to limited liability companies to the extent not inconsistent with this Agreement including, without limitation, the power to borrow money, to secure such borrowing by the granting of security interests in, or the pledge or hypothecation of, its assets, or otherwise, to enter into such business arrangements with respect to its assets as may in the judgment of the Member be necessary, useful or appropriate, and to sell, exchange or otherwise dispose of the Company's interest in any of its assets, all in accordance with the terms of this Agreement.

2.5 Term : The Company commenced on the effective date set forth in the Certificate, November 30, 1996, and shall continue until the fiftieth anniversary thereof, unless sooner terminated as herein provided or pursuant to law.

2.6 Property Ownership: All assets and property of the Company shall be held in the name of the Company. All property owned by the Company, whether real or personal, tangible or intangible, shall be owned by the Company as an entity and no Member individually shall have any ownership rights in such property. Each Member for itself and its successors and assigns irrevocably waives and releases all rights presently held or hereafter acquired, at law or in equity or by provision of any statute or otherwise to obtain a partition of any property owned by the Company, or any part thereof, and irrevocably consents and agrees that no Member will, at any time, commence or maintain any action for a partition of any such property.

SECTION 3
Capital Contributions, Withdrawals and Accounts; Financing

3.1 Initial Contributions of Members : Each Member has made the initial capital contribution to the Company as set forth in the attached Exhibit B.

3.2 Additional Capital Contributions : If the Members determine that additional capital contributions are required, each Member shall be obligated to contribute within thirty days thereafter, as an additional capital contribution, that part of the funds required which is proportionate to its Membership Interest. Except as set forth in this Section, no additional capital contributions are required to be made by any Member.

3.3 Capital Accounts : The Company shall maintain a separate capital account (the "Capital Account") for each Member, which account shall reflect the initial and any additional capital contributions made to the company by such Member, allocations to such Member pursuant to Section 4.3 of this Agreement, distributions to such Member pursuant to Sections 4.4 and 12.3 of this Agreement, and otherwise in accordance with federal income tax accounting principles.

3.4 Interest on Capital : No interest shall be paid by the Company on the Members' capital contributions.

3.5 Withdrawals of Capital : No Member shall be entitled to withdraw any part of its capital in the Company or to receive any capital distribution from the Company except as part of a liquidating distribution as provided in Section 12.3 of this Agreement. All distributions to the Members shall be made in cash.

3.6 Funding : If funds are required for any Company purpose, the Members shall have the authority to obtain the funds required by requiring that additional capital contributions be made or by borrowing, on behalf of the Company, either from third party lending sources or from the Members.

SECTION 4
Profits and Losses; Cash Distributions

4.1 Interests in the Company :

(a) Each Member's interest in the Company shall consist of its contributions to capital and its Capital Account, its interest in the Company's Profits and Losses and cash distributions, and its rights, powers, and liabilities as a Member as defined and described in the Act and in this Agreement. The interests of the Members in the Company shall be personal property for all purposes. Each Member shall be deemed to have acquired its interest in the Company concurrently with such Member's making the initial capital contribution required to be made by it hereunder.

(b) For certain purposes the Members' interests herein are expressed as "Membership Interests." The Membership Interest of each Member shall be in the proportion with such Member's total capital contributions bears to the total capital contributions made by all Members. The Membership Interests of the Members shall be adjusted periodically to reflect additional capital contributions (if any) made by the Members pursuant to Section 3.2 of this Agreement.

4.2 Definition of Profits and Losses : For purposes of this Agreement, " Profits " and " Losses " for each fiscal year or other period shall mean, respectively, an amount equal to the Company's taxable income or lose for such year or period, determined in accordance with § 703(a) of the Code (but including in the Company's taxable income or loss, for this purpose, all items of gain, income, loss or deduction required to be separately stated pursuant to § 703 (a)(1) of the Code and income otherwise exempt from tax).

4.3 Allocation of Profits and Losses : Profits and Losses shall be allocated to and among all Members in proportion to their respective Membership Interests.

4.4 Distribution of Available Cash : Cash from operations shall be distributed to the Members, in proportion to their respective Membership Interests, at such times and in such amounts as the Members may from time to time determine.

SECTION 5
Managers

5.1 Management . The business and affairs of the Company shall be managed by its Managers. Subject to Section 7 , the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.2 Number, Tenure and Qualifications . The number of Managers of the Company shall be fixed from time to time by Majority Vote, but in no instance shall there be less than one Manager. The Company shall initially have three (3) Managers. Each Manager shall hold office until his or her successor shall have been elected and qualified or until his or her earlier death, resignation or removal. Each Manager shall be elected by Majority Vote. As of the date hereof, the initial Managers shall be Tina Dell'Aquila, Catherine Brennan, and Nina A. Corey, each of whom shall serve until she resigns or is replaced by Majority Vote.

5.3 Certain Powers of Managers . Without limiting the generality of Section 5.1, and subject to the requirements of Section 7 for approval by a Majority Vote and to any other provision of this Agreement establishing greater requirements, the Managers shall have power and authority, on behalf of the Company:

A. To acquire property from any Person as the Managers may determine.

B. To borrow money, including guaranteeing the borrowing of money, for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company, to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Delaware Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers.

C. To purchase liability and other insurance to protect the Company's property and business.

D. To hold and own any Company real and/or personal properties in the name of the Company.

E. To invest any Company funds temporarily (by way of example and not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

F. To execute an behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company.

G. To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.

H. To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve.

I. Notwithstanding Section 5.3(F) to designate a bank as depository for Company funds and to authorize the execution of such resolutions as said depository bank may reasonably require designating such person or persons whose signatures shall be required on any checks, drafts, notes, bonds or other instruments withdrawing funds from or incurring obligations to such depository bank and covering related matters.

J. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business. Unless authorized to do so by this Agreement or by the Managers of the Company, no officer, attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniary for any purpose.

5.4 Liability for Certain Acts . Each Manager shall act in a manner he or she believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members, or other Managers for any action taken in managing the business or affairs of the Company if he or she performs the duty of his or her office in compliance with the standard contained in this Section. No Manager has guaranteed nor shall have any obligation with respect to the return of a Member's capital contributions or profits from the operation of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Agreement.

5.5 Managers Have No Exclusive Duty to Company . A Manager shall not be required to manage the Company as his or her sole and exclusive function and he or she may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.6 Indemnity of the Managers. Members, Employees and Other Agents . To the fullest extent permitted by Section 18-108 of the Delaware Act, the Company shall indemnify each Manager and Member and make advances for expenses to each Manager and Member arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's or Member's status as a Manager or Member of the Company, the Manager's or Member's participation in the management, business and affairs of the Company or such Manager's or Member's activities on behalf of the Company.

5.7 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager as a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Manager as a Member.

5.8 Removal . A Manager may be removed at any time, with or without cause, by Majority Vote. The removal of a Manager as a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal by such Manager as a Member.

5.9 Vacancies. Any vacancy occurring for any reason in the office of Manager shall be filled by Majority Vote.

5.10 Salary . The salaries and other compensation of the Managers shall be fixed from time to time by Majority Vote.

5.11 Actions of Managers . No action shall be taken by the Managers with respect to the business and affairs of the Company unless such action has been approved by a majority of the Managers.

5.12 Meetings of Managers. The Managers shall meet annually, without notice, following the annual meeting of the Members. The Managers may set any number of regular meetings by resolution. No notice need be given for any annual or regular meeting of the Managers. Special meetings of the Managers may be called at any time by the President or by any two Managers, on two days' written notice to each Manager, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Managers may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at such meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.

5.13 Action in Lieu of Meeting . Any action to be taken at a meeting of the Managers, or any action that may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers and any further requirements of law pertaining to such consents have been complied with.

SECTION 6
Officers

6.1 General Provisions . The Officers of the Company shall consist of a President, a Treasurer, and a Secretary, who shall be elected by the Managers, and such other officers as may be elected by the Managers or appointed as provided in this Agreement. Each officer shall perform the functions specified in this Agreement or as otherwise designated by the Managers in their sole discretion. Each Officer shall be elected or appointed for a term of office running until the meeting of the Managers following the next annual meeting of the Members, or such other term as provided by resolution of the Managers or the appointment to office. Each Officer shall serve for the term of office for which he or she is elected or appointed and until his or her successor has been elected or appointed and has qualified or his or her earlier resignation, removal from office, or death. Any two or more offices may be held by the same person, except that the President and the Secretary shall not be the same person.

6.2 President . The President shall be responsible for the general and active management of the operation of the Company subject to the authority of the Managers. The President shall be responsible for the administration of the Company, including general supervision of the policies of the Company and general and active management of the financial affairs of the Company. The initial President shall be Tina Dell'Aquila.

6.3 Vice Presidents . The Company may have one or more Vice Presidents, elected by the Managers, who shall perform such duties and have such powers as may be delegated by the Managers. The initial Vice President shall be Catherine Brennan.

6.4 Secretary . The Secretary shall keep minutes of all meetings of the Members and the Managers and have charge of the company records and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the President or the Managers. The initial Secretary shall be Mark Halperin.

6.5 Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Company, shall have the power to recommend action concerning the Company's affairs to the President, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the President or the Managers. The initial Treasurer shall be Catherine Brennan.

6.6 Assistant Secretaries and Treasurers . Assistants to the Secretary and Treasurer and such other officers as may be designated from time to time may be appointed by the President or elected by the Managers and shall perform such duties and have such powers as shall be delegated to them by the President or the Managers. The initial Assistant Secretaries shall be Tina Dell'Aquila and Nina A. Corey.

SECTION 7
Rights and Obligations of Members

If the Company has more than one Member, or if the Company's sole Member is not the sole Manager, then the following actions shall require prior written approval by Majority Vote:

A. the sale, exchange or other disposition of all or any part of the Company's assets;

B. the merger of the Company into another entity;

C. the borrowing of any funds exceeding such amount as may be approved by the Members;

D. the entering into any contract with, consummating any transaction with, or paying any compensation to, a Manager, a Member, or any Affiliate of the Manager or any Member;

E. the confession of any judgment against the Company or the voluntary declaration of bankruptcy by the Company;

F. the admission of additional Members;

G. the acquisition of any real property or an ownership interest in another entity;

H. any request for additional capital from the Members.

SECTION 8
Action by Members

Each Member shall have the right to one vote. Members shall act by Majority Vote.

SECTION 9
Financial Matters

9.1 Deposits and Investments : The funds of the Company shall be deposited in the name of the Company in accounts designated by the Managers in brokerage houses, banks or banking institutions to be selected by the Managers, or invested in such manner as shall be authorized by the Managers. The Managers shall prescribe such procedures as they shall deem necessary with respect to making such investments and disbursements or withdrawals of Company funds.

9.2 Accounting Period : The Company shall adopt a 52/53 week accounting period ending on the last Thursday in January for both accounting and tax purposes.

9.3 Books of Account : Accurate books of account of the Company shall be maintained by the Managers in accordance with generally accepted accounting principles. In those instances in which more than one accounting principle can be applied, the Managers shall determine which principle will be adopted by the Company. Such books shall be available for examination at any reasonable time by any Member or persons acting on its behalf at the sole expense of such Member, and within forty-five days after the close of each of the first three calendar quarters each Member shall be provided with an unaudited statement of the Company's financial condition (income statement and balance sheet) as of the close of such quarter. The independent accountants for the Company shall be selected by the Managers.

9.4 Financial Statements : (a) Within 45 days after the close of each calendar year there shall be prepared and submitted to each Member the following financial statements, which shall be audited and accompanied by the report thereon of the independent accountants for the Company:

(1) a balance sheet of the Company as at the end of such year;

(2) a statement of profit and loss for such year;

(3) a statement of the Members' Capital Accounts and changes therein for such year; and

(4) a statement reflecting each Member's share of the Company's Profits and Losses for tax purposes.

(b) The Company shall furnish to each Member such other financial information at such times and prepared in such form as shall reasonably be required by such Member to meet its needs.

9.5 Tax Matters : (a) The Members agree that the Company shall be treated as a partnership for purposes of Federal, state and local income tax and other taxes, and further agree not to take any position or mate any election, in a tax return or otherwise, inconsistent therewith.

(b) The Managers shall cause all required Federal, state and local partnership income, franchise, property and other tax returns, including information returns, to be filed timely with the appropriate office of the Internal Revenue Service or other taxing authority having jurisdiction. As promptly as practical, and in no event later than 45 days after the close of each calendar year, each Member shall receive a copy of each state and Federal income tax return filed by the Company.

(c) All elections required or permitted to be made by the Company, including without limitation the election referred to in Code section 754, and all material decisions with respect to the calculation of its profit or loss for tax purposes, shall be made by the Managers or in such manner as the Managers shall determine.

(d) Cott Corporation is designated as the "Tax Matters Partner" under § 6231(a)(7) of the Code to manage administrative tax proceedings conducted at the partnership level with respect to Company matters. The Tax Matters Partner shall promptly notify each

Member of the occurrence and progress of such proceedings. Any Member has the right to participate in such administrative proceedings relating to the determination of partnership items at the Company level. Expenses of such administrative proceedings undertaken by the Tax Matters Partner will be paid for out of Company assets. Each Member who elects to participate in such proceedings will be responsible for any expenses incurred by such Member in connection with such participation. Further, the cost of any adjustments to a Member and the cost of any resulting audits or adjustments of a Member's tax return will be borne solely by the affected Member.

SECTION 10
Transactions with Members and Affiliates

The Company shall not engage in any transactions with a Member or the Affiliates of any Member except on an arm's length basis, as more fully met forth in Section 13.3 of this Agreement. No contract for goods or services between the Company and a Member or an Affiliate of a Member shall be at rates or upon terms less favorable to the Company than those customarily found in contracts for similar goods or services.

SECTION 11
Transfers of Interests

11.1 [Intentionally omitted.]

11.2 No Withdrawal or Resignation : No Member shall have the right to withdraw or resign from the Company prior to completion of liquidation following dissolution and winding up of the Company.

SECTION 12
Dissolution and Winding Up

12.1 Dissolution : The Company shall continue until it is dissolved at the earliest of:

(1) the sale or other disposition of all or substantially all of the Company's property;

(2) the consent of all Members to dissolution;

(3) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member; or

(4) the entry of a decree of judicial dissolution under the Act.

12.2 Events Terminating Memberships : (a) A Person ceases to be a Member of the Company upon the happening of any of the following events:

(1) Except with the consent of all Members, if a Member:

A. Makes an assignment for the benefit of creditors;

B. Files a voluntary petition in bankruptcy;

C. Is adjudged a bankrupt or insolvent, or has entered against him an order for relief, in any bankruptcy or insolvency proceeding;

D. Files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

E. Files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

F. Seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his properties; or

(2) Except with the consent of all Members, 120 days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of his properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

12.3 Winding Up and Liquidation : If the Company is dissolved, it shall be wound up and liquidated in accordance with the requirements of law and the following provisions:

(1) The authority to wind up the Company's affairs and to supervise its liquidation shall be exercised by the Managers or by a Person designated by the Managers, the Managers or such Person being hereafter referred to as the "Liquidator".

(2) The Liquidator shall cause the Company's independent accountants to make a full and proper accounting of the assets, liabilities and operations of the Company, as of and through the date on which all of the assets of the Company shall have been distributed in accordance with the provisions of this Section.

(3) Upon demand by the Liquidator, each Member shall pay to the Company all amounts owed by it to the Company together with any contributions required by law or this Agreement to be made by such Member for the payment of liabilities.

(4) As expeditiously as possible (allowing reasonable time to maximize values in light of prevailing market conditions, but in no event later than one year after the occurrence of an event of dissolution), the Liquidator shall cause all Company properties and assets to be sold and shall distribute the proceeds thereof in the following order of priority:

First , all liabilities and obligations of the Company, other than liabilities or obligations to the Members, shall be paid or the Liquidator shall make reasonable provision therefor (whether by establishment of reserves or otherwise as the Liquidator shall in good faith determine;

Second , all liabilities and obligations of the Company to the Members shall be paid or the Liquidator shall make reasonable provision therefor as aforesaid, but if the proceeds available are insufficient to satisfy all such liabilities and obligations, then each such liability and obligation shall be paid down, first, by that amount (if any) which will cause the obligations to be in proportion to the Members' respective Membership Interests, and then in the proportion thereof, including all accrued and unpaid interest thereon;

Third , after allocations in accordance with Section 4.3 of this Agreement (but without duplication), any balance shall be distributed to the Members in proportion to the Members' respective positive Capital Account balances.

The Liquidator shall have power to establish reserves or otherwise provide for the payment of liabilities and obligations of the Company, as aforesaid, in such amounts and by such means as the Liquidator in good faith shall deem appropriate. The saleable assets of the Company may be sold in connection with any liquidation at public or private sale and at much price and upon such terms as the Liquidator in its sole discretion may deem advisable. Any Member and any Person in which any Member is in any way interested may purchase assets at such sale. Distribution of Company assets hereunder shall be made in cash unless otherwise agreed to by all Members.

(5) The provisions of this Agreement shall remain fully operative during the period of winding up and, without limitation, all items of Company income, loss, gain, deduction or credit shall continue to be allocated in a manner herein specified, but the operations of the Company shall be limited to those reasonably incidental to the winding up and liquidation of the affairs of the Company.

SECTION 13
Relationship With the Company

13.1 Information : Members shall have the right to be fully and currently informed of the activities of the Company and to have access, upon reasonable notice and during regular business hours, to all books and records of the Company.

13.2 Arm's Length Dealing : While the Members are Affiliates, they intend to deal with one another on an arm's length basis, each Member controlling that Member's Membership Interest as represented in this Agreement. Each Member shall have an obligation of good faith and fair dealing to the other Member and to the Company, but, any rule of law or equity to the contrary notwithstanding, no Member shall have any fiduciary obligation to the Company or to the other Member by reason of this Agreement or any provision hereof.

13.3 Other Business : Any of the Members may engage in or possess interests in other business ventures of every nature and description, independently or with others, and neither the Company nor the Members shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

SECTION 14
Notices

14.1 Requirements : All notices, consents, requests, reports, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, mailed by certified, first-class mail, postage prepaid, sent by tested facsimile transmission, or delivered by a nationally recognized overnight delivery service to the Partners at their addresses specified herein; or to such other address or to such other person as any party hereto shall have last designated by notice to the other parties hereto.

14.2 Effective Date : All communications hereunder shall be effective and deemed delivered as of the date of personal delivery, or the third business day after being mailed, or the second business day following the dispatch of a facsimile transmission, or the day next following deposit with a nationally recognized overnight delivery service, as the case may be.

SECTION 15
New Members

No new members may be admitted to the Company.

SECTION 16
Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

SECTION 17
Miscellaneous

17.1 Binding on Successors : This agreement shall be binding upon the Members and their respective successors and assigns and shall inure to the benefit of the Members and, subject to the provisions hereof, their successors and permitted assigns.

17.2 Amendments : This Agreement may be amended only by an instrument in writing executed by all of the Members. This agreement amends and restates in its entirety the Original Agreement.

17.3 Consent of Members : As to any term of this Agreement which requires the consent or approval of the Members, or which provides that the Members may initiate or take any action, such consent or approval of the Members shall be deemed given if the consent is obtained of Members owning more than fifty percent of the Membership Interests owned by the Members in the aggregate.

17.4 Limited Liability of The Members: No Member nor any Affiliate of a Member shall have any personal liability or obligation hereunder for any debt, liability or obligation of the Company, except that the Members shall be obligated to contribute capital to the Company as provided for in Sections 3.1 and 3.2 hereof. No Member nor any of its Affiliates shall be obligated to lend funds to the Company for any purpose nor shall any of them be responsible for the obligations of any other Member.

17.5 Waiver And Consent : No consent shall be effective unless in writing and no consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by such other Member of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such Member hereunder. Failure on the part of any Member to complain of any act or failure to act of any other Member or to declare such other Member in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member of its rights hereunder.

17.6 Third Party Beneficiaries: The provisions of this Agreement are for the benefit of the parties hereto and not for any other Person.

17.7 Severability : If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.8 Further Assurances : The Members will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

17.9 Captions : Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

17.10 Future Members Bounds: Each and every person who hereafter may become a Member of the Company shall be deemed by virtue thereof to have accepted, adopted and acquiesced in any and all actions theretofore taken or omitted to be taken by the Company and shall be bound thereby.

17.11 Entire Agreement : This Agreement contains the entire agreement among the parties hereto relative to the operations of the Company and supercedes all earlier agreements or understandings, whether oral or in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and day first above written.

MEMBERS:

COTT CORPORATION

By: /s/ Catherine Brennan
Catherine Brennan, Vice President, Treasurer

804340 ONTARIO LIMITED

By: /s/ Catherine Brennan
Catherine Brennan, Vice President, Treasurer

COTT INVESTMENT, L.L.C.

LIMITED LIABILITY COMPANY AGREEMENT

Index Of Exhibits

COTT INVESTMENT, L.L.C.

LIMITED LIABILITY COMPANY AGREEMENT

Exhibit A – Copy of Certificate of Formation

COTT INVESTMENT, L.L.C.

LIMITED LIABILITY COMPANY AGREEMENT

Exhibit B – Members' Membership Interests and Related Matters

Member	Contribution	Membership Interest
Cott Corporation	$ 900	90%
804340 Ontario Limited	$ 100	10%

FIRST AMENDMENT TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of October 22, 2013 (the " **Effective Date** "), and entered into by and among Cott Investment L.L.C., a Delaware limited liability company (the " **Company** "), and Cott Corporation and 804340 Ontario Limited (the " **Members** " and together with the Company, each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Amended and Restated Limited Liability Company Agreement of the Company dated as of March 30, 2005 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires an agreement in writing executed by all Members.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment.

1.1 A new Section 11.3 is hereby added to Section 11 of the LLC Agreement and reads as follows:

11.3 Transferability of Membership Interest :

Notwithstanding the forgoing, §18-702 or §18-704 of the Act or anything else in this Agreement or the Act to the contrary and without the consent of the other Members:

(a) A Member may grant a security interest in or against any Membership Interests or any and all rights and privileges related to the Interests and any and all rights or privileges under this Agreement, including, without limitation, any economic or voting or other consensual rights (" **Rights** ") (collectively a " **Pledge** ") in which a Member has an interest, and may agree to rights and remedies related to the same pursuant to one or more agreements with any person or entity, to whom the Company or any Member gives, or purports to give, a security interest (including a pledge or other encumbrance) in any assets, which may include membership interests in the Company or any other rights or interests related thereto (a " **Secured Party** ") (all such agreements, collectively, the " **Pledge Agreement** ").

(b) A Secured Party may exercise any and all rights and remedies provided to it in a Pledge Agreement, including, without limitation, any rights to cause the transfer of Membership Interests and to exercise voting or consensual rights (with or without the transfer of Membership Interests) to the extent any such rights and remedies are provided for or granted pursuant to the Pledge Agreement.

(c) No Pledge shall, except as otherwise provided in the Pledge Agreement:

(i) cause any Member to cease to be, or have the power to exercise any rights or powers of, a Member; or

(ii) impose any liability on any Secured Party solely as a result of the Pledge

(d) A person or entity that acquires Membership Interests or Rights from a Member pursuant to an exercise of remedies under a Pledge (an " **Assignee** ") may become a member of the Company pursuant to the exercise of rights granted to the Secured Party and without the need for action or consent by any Member. An Assignee that becomes a member of the Company shall not, except to the extent required by a non-waivable provision of applicable law or as provided in the Pledge Agreement, assume any liabilities of the predecessor Member. Without limiting the foregoing, the Assignee shall not be liable for the assignor's obligations to make capital contributions under §18-502 of the Act.

Each Member hereby acknowledges and consents to the foregoing provisions and agrees to the right of any Secured Party to enforce that Secured Party's rights and remedies under a Pledge Agreement without any further action or consent of any Members.

2. No Further Amendment . Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts . This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law . This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

MEMBERS:

COTT CORPORATION

By: /s/ Jason Ausher
Jason Ausher, Treasurer

804340 ONTARIO LIMITED

By: /s/ Jason Ausher
Jason Ausher, Treasurer

[Signature Page to Amendment No. 1 to Amended and Restated LLC Agreement]

SECOND AMENDMENT TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This SECOND AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this " **Amendment** ") is dated as of , 2014 (the " **Effective Date** "), and entered into by and among Cott Corporation and 804340 Ontario Limited (the " **Members** " and together with Cott Investment, L.L.C. (the " **Company** "), each a " **Party** " and collectively, the " **Parties** "), and is made with reference to that certain Amended and Restated Limited Liability Company Agreement of the Company dated as of March 30, 2005, as amended by that certain First Amendment to Amended and Restated Limited Liability Company Agreement dated as of October 22, 2013 (the " **LLC Agreement** "). Capitalized terms used herein without definition shall have the meanings herein as set forth in the LLC Agreement.

BACKGROUND

The Parties desire to amend the LLC Agreement pursuant to the below terms and conditions. Pursuant to the LLC Agreement, any amendment to the LLC Agreement requires an agreement in writing executed by all Members.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereto, for good and valuable consideration and intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment. Section 12.3 is hereby amended and restated in its entirety as follows:

> 12.3 Winding Up and Liquidation : If the Company is dissolved, it shall be wound up and liquidated in accordance with the requirements of law, including the requirements set forth in Sections 18-801 through 18-806 of the Delaware Limited Liability Company Act (*6 Del. C. §18-801-806*).

2. No Further Amendment. Except as expressly amended and modified herein, the LLC Agreement shall otherwise remain in full force and effect.

3. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of fax, pdf or other electronic means shall be treated as though such reproductions are executed originals.

4. Governing Law. This Amendment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflict of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date and year first above written.

MEMBERS:

COTT CORPORATION

By: /s/ Marni Morgan Poe
Name: Marni Morgan Poe
Title: Vice President, General Counsel and Secretary

804340 ONTARIO LIMITED

By: /s/ Marni Morgan Poe
Name: Marni Morgan Poe
Title: Vice President and Secretary

[Signature Page to Second Amendment to Amended and Restated Limited Liability Company Agreement]

COTT UK ACQUISITION LIMITED

By /s/ Jerry Hoyle
Name: Jerry Hoyle
Title: Director

COTT ACQUISITION LIMITED

By /s/ Jerry Hoyle
Name: Jerry Hoyle
Title: Director

COTT LUXEMBOURG S.A.R.L.

By /s/ Jerry Hoyle
Name: Jerry Hoyle
Title: Class A Manager

By /s/ Luc Sunnen
Name: Luc Sunnen
Title: Class B Manager

COTT DEVELOPMENTS LIMITED

By: /s/ Jason Ausher
Name: Jason Ausher
Title: Director

Exhibit 5.1

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, New York 10022

(212) 446-4800

Facsimile:
(212) 446-4900

www.kirkland.com

May 13, 2015

Cott Beverages Inc.
5519 West Idlewild Avenue
Tampa, Florida 33634

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel for Cott Beverages Inc., a Georgia corporation (the "Issuer"), Cott Corporation, a corporation organized under the laws of Canada (the "Parent Guarantor"), Cott Holdings Inc., a Delaware corporation ("Cott Holdings"), Interim BCB, LLC, a Delaware limited liability company ("Interim BCB"), Cott Vending Inc., a Delaware corporation ("Cott Vending"), Cott USA Finance LLC, a Delaware limited liability company ("Cott USA Finance"), Cott U.S. Acquisition LLC, a Delaware limited liability company ("Cott U.S. Acquisition"), Caroline LLC, a Delaware limited liability company ("Caroline"), Cott Acquisition LLC, a Delaware limited liability company ("Cott Acquisition"), Cliffstar LLC, a Delaware limited liability company ("Cliffstar"), Star Real Property LLC, a Delaware limited liability company ("Star Real Property"), Cott Beverages Limited, a limited company organized under the laws of the United Kingdom ("Cott Beverages Limited"), Cott Retail Brands Limited, a limited company organized under the laws of the United Kingdom ("Cott Retail Limited"), Cott Limited, a limited company organized under the laws of the United Kingdom ("Cott Limited"), Cott Europe Trading Limited, a limited company organized under the laws of the United Kingdom ("Cott Europe"), Cott Private Label Limited, a limited company organized under the laws of the United Kingdom ("Cott Private Label"), Cott Nelson (Holdings) Limited, a limited company organized under the laws of the United Kingdom ("Cott Nelson (Holdings)"), Cott (Nelson) Limited, a limited company organized under the laws of the United Kingdom ("Cott (Nelson) Limited"), Cott UK Acquisition Limited, a limited company organized under the laws of the United Kingdom ("Cott UK Acquisition"), Cott Acquisition Limited, a limited company organized under the laws of the United Kingdom ("Cott Acquisition Limited"), 156775 Canada Inc., a corporation organized under the laws of Canada ("156775 Canada"), 967979 Ontario Limited, a corporation organized under the laws of Ontario ("967979 Ontario"), 804340 Ontario Limited, a corporation organized under the laws of Ontario ("804340 Ontario"), 2011438 Ontario Limited, a corporation organized under the laws of Ontario ("2011438 Ontario"), Aimia Foods EBT Company Limited, a limited company organized under the laws of the United Kingdom

("Aimia Foods EBT"), Aimia Foods Group Limited, a limited company organized under the laws of the United Kingdom ("Aimia Foods Group"), Aimia Foods Holdings Limited, a limited company organized under the laws of the United Kingdom ("Aimia Foods Holdings"), Aimia Foods Limited, a limited company organized under the laws of the United Kingdom ("Aimia Foods"), Calypso Soft Drinks Limited, a limited company organized under the laws of the United Kingdom ("Calypso"), Cooke Bros. (Tattenhall). Limited, a limited company organized under the laws of the United Kingdom ("Cooke Bros."), Cooke Bros Holdings Limited, a limited company organized under the laws of the United Kingdom ("Cooke Bros Holdings"), Cott Developments Limited, a limited company organized under the laws of the United Kingdom ("Cott Developments"), Cott Luxembourg S.A.R.L., a company organized under the laws of Luxembourg ("Cott Luxembourg"), Cott Ventures Limited, a limited company organized under the laws of the United Kingdom ("Cott Ventures"), Cott Ventures UK Limited, a limited company organized under the laws of the United Kingdom ("Cott Ventures UK"), Mr Freeze (Europe) Limited, a limited company organized under the laws of the United Kingdom ("Mr Freeze"), Stockpack Limited, a limited company organized under the laws of the United Kingdom ("Stockpack"), Cott Investment, L.L.C., a Delaware limited liability company ("Cott Investment"), DS Services of America, Inc., a Delaware corporation ("DS Services"), DSS Group, Inc., a Delaware corporation ("DSS Group"), DS Services Holdings, Inc., a Delaware corporation ("DSS Holdings"), DS Customer Care, LLC, a Delaware limited liability company ("DS Customer"), and TT Calco Limited, a limited company organized under the laws of the United Kingdom ("TT Calco" and, collectively with the Parent Guarantor, Cott Holdings, Interim BCB, Cott Vending, Cott USA Finance, Cott U.S. Acquisition, Caroline, Cott Acquisition, Cliffstar, Star Real Property, Cott Beverages Limited, Cott Retail Limited, Cott Limited, Cott Europe, Cott Private Label, Cott Nelson (Holdings), Cott (Nelson) Limited, Cott UK Acquisition, Cott Acquisition Limited, 156775 Canada, 967979 Ontario, 804340 Ontario, 2011438 Ontario, Aimia Foods EBT, Aimia Foods Group, Aimia Foods Holdings, Aimia Foods, Calypso, Cooke Bros., Cooke Bros Holdings, Cott Developments, Cott Luxembourg, Cott Ventures, Cott Ventures UK, Mr Freeze, Stockpack, Cott Investment, DS Services, DSS Group, DSS Holdings and DS Customer, the "Guarantors" and each a "Guarantor" and, together with the Issuer, the "Registrants"). This opinion letter is being delivered in connection with the proposed registration by the Issuer of $525,000,000 in aggregate principal amount of the Issuer's 5.375% Senior Notes due 2022 (the "Exchange Notes"), to be guaranteed (the "Guarantees") by the Guarantors, pursuant to a Registration Statement on Form S-4 filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). Such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement." The Exchange Notes are to be issued pursuant to the Indenture dated as of June 24, 2014 as supplemented by that certain Supplemental Indenture, dated as of June 24, 2014, as further supplemented by that certain Second Supplemental Indenture, dated as of December 12, 2014 (collectively, the "Indenture"), by and among the Issuer, the Guarantors and Wells Fargo Bank, National Association, as trustee (the "Trustee"). The Exchange Notes are to be issued in exchange for and in replacement of the Issuer's 5.375% Senior Notes due 2022 issued on June 24, 2014 (the "Old Notes"), of which $525,000,000 in aggregate principal amount is outstanding and is subject to the exchange offer pursuant to the Registration Statement.

Cott Holdings, Interim BCB, Cott Vending, Cott USA Finance, Cott U.S. Acquisition, Caroline, Cott Acquisition, Cliffstar, Star Real Property, Cott Investment, DS Services, DSS Group, DSS Holdings and DS Customer are collectively referred to herein as the "Delaware Guarantors." The Parent Guarantor, Cott Beverages Limited, Cott Retail Limited, Cott Limited, Cott Europe, Cott Private Label, Cott Nelson (Holdings), Cott (Nelson) Limited, Cott UK Acquisition, Cott Acquisition Limited, 156775 Canada, 967979 Ontario, 804340 Ontario, 2011438 Ontario, Aimia Foods EBT, Aimia Foods Group, Aimia Foods Holdings, Aimia Foods, Calypso, Cooke Bros., Cooke Bros Holdings, Cott Developments, Cott Luxembourg, Cott Ventures, Cott Ventures UK, Mr Freeze, Stockpack and TT Calco are collectively referred to herein as the "Non-Delaware Guarantors."

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the certificates of incorporation, bylaws and other organizational documents of the Delaware Guarantors, (ii) resolutions of the Delaware Guarantors with respect to the issuance of the Exchange Notes and the Guarantees, (iii) the Indenture, (iv) the Registration Statement, (v) the Registration Rights Agreement, dated as of June 24, 2014, by and among the Issuer, the Guarantors and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as the representative of the several initial purchasers of the Old Notes, and (vi) forms of the Exchange Notes and the Guarantees.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Delaware Guarantors, and the due authorization, execution and delivery of all documents by the parties thereto other than the Delaware Guarantors. As to any facts material to the opinions expressed herein that we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Issuer and the Guarantors.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principals of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations that may limit the rights of parties to obtain certain remedies.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that when (i) the Registration Statement becomes effective, (ii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes and the Guarantees have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to holders of the Old Notes in exchange for the Old Notes and the guarantees related thereto pursuant to the exchange offer described in the Registration Statement (assuming the due authorization and execution of the Exchange Notes and the Guarantees by the Company and the Non-Delaware Guarantors, as applicable, and the due delivery of the Exchange Notes and the Guarantees by the Company and the Non-Delaware Guarantors to holders of the Old Notes in exchange for the Old Notes and the guarantees related thereto), the Exchange Notes will be validly issued under the Indenture and binding obligations of the Issuer and the Guarantees will be validly issued under the Indenture and binding obligations of the Guarantors.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of New York, the General Corporation Law of the State of Delaware and the Limited Liability Company Act of the State of Delaware and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. We are not qualified to practice law in the State of Delaware and our opinions herein regarding Delaware law are limited solely to our review of provisions of the General Corporation Law and the Limited Liability Company Act of the State of Delaware which we consider normally applicable to transactions of this type, without our having made any special investigation as to the applicability of another statute, law, rule or regulation. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or “blue sky”) laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion.

We have also assumed that the execution and delivery of the Indenture and the Exchange Notes and the performance by the Issuer and the Guarantors of their obligations thereunder do not and will not violate, conflict with or constitute a default under any agreement or instrument to which any Registrant is bound.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Very truly yours,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

Exhibit 5.2

May 13, 2015

Cott Corporation
6525 Viscount Road
Mississauga, Ontario
L4V 1H6

Dear Ladies/Gentlemen:

Re: Cott Corporation

We are acting as Canadian counsel to Cott Corporation, a corporation organized under the laws of Canada (the " **Company** ") in connection with the Registration Statement on Form S-4 (the " **Registration Statement** ") filed by the Company with the Securities and Exchange Commission in connection with the registration under the United States Securities Act of 1933, as amended, in respect of up to U.S.$525,000,000 aggregate principal amount of Cott Beverages Inc.'s (" **CBI** ") 5.375% Senior Notes due 2022 (the " **New Notes** ") to be offered in exchange for any and all of CBI's outstanding 5.375% Senior Notes due 2022 originally issued on June 24, 2014 (the " **Old Notes** "). The New Notes will be fully and unconditionally guaranteed on a senior basis, jointly and severally, by 156775 Canada Inc., a corporation organized under the laws of Canada (" **156775 Canada** "), 967979 Ontario Limited, a corporation organized under the laws of Ontario (" **967979 Ontario** "), 804340 Ontario Limited, a corporation organized under the laws of Ontario (" **804340 Ontario** ") and 2011438 Ontario Limited, a corporation organized under the laws of Ontario (" **2011438 Ontario** " and, collectively with 156775 Canada, 967979 Ontario and 804340 Ontario, the " **Canadian Subsidiary Guarantors** "), the Company and all of our other subsidiaries that guarantee indebtedness under our asset-based lending credit facility entered into on August 17, 2010, as amended and by any wholly owned subsidiary that guarantees certain indebtedness of the Company or any of the other guarantors (collectively, the " **Guarantors** "). The New Notes will be issued under the indenture dated as of June 24, 2014, by and among CBI, the Guarantors and Wells Fargo Bank, National Association, as trustee (the " **Indenture** "). The Indenture includes the guarantees of the New Notes by the Guarantors (the " **Guarantees** ").

We have examined such records and proceedings of the Company and the Canadian Subsidiary Guarantors, the originals or copies, certified or otherwise identified to our satisfaction, of certificates of public officials and officers or directors of the Company and the Canadian Subsidiary Guarantors and such other documents, and have considered such questions of law and made such other investigations, as we have deemed relevant or necessary as a basis for the opinion hereinafter expressed.

In rendering the opinion expressed herein we have assumed:

(a) the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as certified, photostatic, notarized or true copies or facsimiles, and the authenticity of the originals of such documents;

(b) the identity and capacity of all individuals acting or purporting to act as public officials; and

(c) that any party to any agreement or instrument referred to herein who is a natural person has the legal capacity to enter into, execute and deliver such agreement or instrument and has not entered into, executed or delivered the same under duress or as a result of undue influence.

Our opinion is given to you as of the date hereof only and we disclaim any obligation to advise you of any change after the date hereof in or affecting any matter set forth herein.

The opinion hereinafter expressed relates only to the laws of the Province of Ontario and the federal laws of Canada applicable therein and is based upon legislation in effect on the date hereof.

Based upon the foregoing and subject to the qualifications set forth herein, we are of the opinion that:

1. The Indenture has been duly authorized by all necessary corporate action of, and executed and delivered by, each of the Company and the Canadian Subsidiary Guarantors.

2. The Guarantees by the Company and the Canadian Subsidiary Guarantors have been duly authorized by all necessary corporate action of the Company and each of the Canadian Subsidiary Guarantors, as applicable.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement and to the use of our name where it appears in the Registration Statement.

Yours very truly,

/s/ Goodmans LLP
Goodmans LLP

Exhibit 12.1

Cott Corporation
Ratio of Earnings to Fixed Charges (1)
(in millions of US dollars except for ratios)

	1/3/2015	12/28/2013	12/29/2012	12/31/2011	1/1/2011
Earnings (losses):					
Net income (loss) before taxes	(45.0)	23.8	57.3	41.0	78.4
Add: Combined fixed charges	46.6	59.2	62.5	65.9	43.9
Less: Net income-noncontrolling interests	5.6	5.0	4.5	3.6	5.1
Earnings as defined	(4.0)	78.0	115.3	103.3	117.2
Fixed Charges:					
Interest and amortization expense	39.8	52.1	54.6	57.3	37.1
Estimated interest component of rent	6.8	7.1	7.9	8.6	6.8
Total fixed charges	46.6	59.2	62.5	65.9	43.9
Deficiency of earnings available to cover fixed charges	50.6	—	—	—	—
Ratio of earnings to fixed charges	—	1.3	1.8	1.6	2.7

(1) For purposes of computing these ratios of earnings to fixed charges, fixed charges consist of interest expense and an estimated interest component of rent. Earnings consist of net (loss) earnings applicable to common stock shareholders before income taxes plus combined fixed charges, less net income attributable to non-controlling interests in subsidiaries who did not incur combined fixed charges.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED CERTIFIED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of our report dated March 4, 2015, except with respect to our opinion on the consolidated financial statements insofar as it relates to the guarantor footnote described in Note 24, which is as of May 11, 2015, relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Cott Corporation's Current Report on Form 8-K dated May 11, 2015. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Tampa, Florida
May 13, 2015

Exhibit 23.2

Grant Thornton UK LLP
4 Hardman Square
Spinningfields
Manchester
M3 3EB
T +44 (0) 161 953 6901
www.grant-thornton.co.uk

CONSENT OF INDEPENDENT AUDITOR

We have issued our report dated 5 August 2014 with respect to the consolidated financial statements of Aimia Foods Holdings Limited as of and for the year ended 30 June 2013 included in the Current Report of Cott Corporation on Form 8-K filed on 11 May 2015, which is incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned report, and to the use of our name as it appears under the caption "Experts."

/s/ Grant Thornton UK LLP
GRANT THORNTON UK LLP

Manchester
United Kingdom
13 May, 2015

Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated August 29, 2014 relating to the financial statements of DSS Group, Inc., which appear in Cott Corporation's Current Report on Form 8-K/A dated February 24, 2015. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Atlanta, Georgia
May 13, 2015

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**

WELLS FARGO BANK, NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

A National Banking Association **(Jurisdiction of incorporation or organization if not a U.S. national bank)**	**94-1347393** **(I.R.S. Employer Identification No.)**
101 North Phillips Avenue **Sioux Falls, South Dakota** **(Address of principal executive offices)**	**57104** **(Zip code)**

Wells Fargo & Company
Law Department, Trust Section
MAC N9305-175
Sixth Street and Marquette Avenue, 17 th Floor
Minneapolis, Minnesota 55479
(612) 667-4608
(Name, address and telephone number of agent for service)

Cott Beverages Inc.
(Exact name of obligor as specified in its charter)

See Schedule A of Additional Registrants

Georgia **(State or other jurisdiction of incorporation or organization)**	**58-1947565** **(I.R.S. Employer Identification No.)**
6525 Viscount Road **Mississauga, Ontario, Canada**	**L4V1H6**
5519 West Idlewild Avenue, Suite 100 **Tampa, Florida, United States** **(Address of principal executive offices)**	**33634** **(Zip code)**

5.375% Senior Notes due 2022
(Title of the indenture securities)

SCHEDULE A

Additional Registrants	State of Incorporation or Organization	Principal Executive Offices	I.R.S. Employer Identification Number
Cott Corporation	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	98-0154711
156775 Canada Inc.	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	89614 3872 RC0001
2011438 Ontario Limited	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	86503 7055 RC0001
804340 Ontario Limited	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	89614 3278 RC0001
967979 Ontario Limited	Canada	6525 Viscount Road, Mississauga, ON L4V 1H6	13169 9266 RC0001
Aimia Foods EBT Company Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	N/A
Aimia Foods Group Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	N/A
Aimia Foods Holdings Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	33859 23707
Aimia Foods Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	27320 02926
Calypso Soft Drinks Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	61520 80806
Caroline LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-3093616
Cliffstar LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	37-1606117
Cooke Bros. (Tattenhall). Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	N/A
Cooke Bros Holdings Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	27472 27943

Additional Registrants	State of Incorporation or Organization	Principal Executive Offices	I.R.S. Employer Identification Number
Cott (Nelson) Limited	United Kingdom	Kegworth Citrus Grove Side Ley, Derbyshire, UK DE74 2FJ	N/A
Cott Acquisition Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	27-3240536
Cott Acquisition LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-3178138
Cott Beverages Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	32600 90818
Cott Developments Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	27983 15501
Cott Europe Trading Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Holdings Inc.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	58-2020185
Cott Investment, L.L.C.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	N/A
Cott Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Luxembourg S.A.R.L.	Luxembourg	595, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg	30-0705724
Cott Nelson (Holdings) Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Private Label Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	N/A
Cott Retail Brands Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	36420 02440
Cott U.S. Acquisition LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-3178210
Cott UK Acquisition Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	27-3240546
Cott USA Finance LLC	Delaware	Kegworth Citrus Grove Side Ley, Derbyshire, UK DE74 2FJ	N/A
Cott Vending Inc.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	80-0003395
Cott Ventures Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	24023 00618

Additional Registrants	State of Incorporation or Organization	Principal Executive Offices	I.R.S. Employer Identification Number
Cott Ventures UK Limited	United Kingdom	Citrus Grove, Side Ley Kegworth, Derby, DE74 2FJ	33870 29661
DS Customer Care, LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	N/A
DS Services Holdings, Inc.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	20-5752672
DS Services of America, Inc.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	20-5743877
DSS Group, Inc.	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	26-1240225
Interim BCB, LLC	Delaware	5519 W. Idlewild Ave, Tampa FL 33634	N/A
Mr Freeze (Europe) Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	80485 18136
Star Real Property LLC	Delaware	5519 W. Idlewild Ave, Tampa, FL 33634	27-0021955
Stockpack Limited	United Kingdom	Penny Lane, Haydock, Merseyside, WA11 0QZ	N/A
TT Calco Limited	United Kingdom	Spectrum Business Park, Wrexham Industrial Estate, Wrexham, CLWYD, LL13 9QA	N/A

Item 1. General Information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency
Treasury Department
Washington, D.C.

Federal Deposit Insurance Corporation
Washington, D.C.

Federal Reserve Bank of San Francisco
San Francisco, California 94120

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. Foreign Trustee. Not applicable.

Item 16. List of Exhibits. List below all exhibits filed as a part of this Statement of Eligibility.

Exhibit 1.	A copy of the Articles of Association of the trustee now in effect.*
Exhibit 2.	A copy of the Comptroller of the Currency Certificate of Corporate Existence for Wells Fargo Bank, National Association, dated January 14, 2015.**
Exhibit 3.	A copy of the Comptroller of the Currency Certification of Fiduciary Powers for Wells Fargo Bank, National Association, dated January 6, 2014.**
Exhibit 4.	Copy of By-laws of the trustee as now in effect.**
Exhibit 5.	Not applicable.
Exhibit 6.	The consent of the trustee required by Section 321(b) of the Act.
Exhibit 7.	A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
Exhibit 8.	Not applicable.
Exhibit 9.	Not applicable.

* Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form S-4 dated December 30, 2005 of file number 333-130784.

** Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit to the Filing 305B2 dated March 13, 2015 of file number 333-190926.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Atlanta and State of Georgia on the 11th day of May, 2015.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Stefan Victory
Stefan Victory
Vice President

EXHIBIT 6

May 11, 2015

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Stefan Victory
Stefan Victory
Vice President

Exhibit 7
Consolidated Report of Condition of

Wells Fargo Bank National Association
of 101 North Phillips Avenue, Sioux Falls, SD 57104
And Foreign and Domestic Subsidiaries,
at the close of business December 31, 2014, filed in accordance with 12 U.S.C. §161 for National Banks.

	Dollar Amounts In Millions
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	$ 18,743
Interest-bearing balances	222,900
Securities:	
Held-to-maturity securities	55,483
Available-for-sale securities	226,470
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	1,968
Securities purchased under agreements to resell	23,309
Loans and lease financing receivables:	
Loans and leases held for sale	14,634
Loans and leases, net of unearned income	821,207
LESS: Allowance for loan and lease losses	10,844
Loans and leases, net of unearned income and allowance	810,363
Trading Assets	46,228
Premises and fixed assets (including capitalized leases)	7,491
Other real estate owned	2,492
Investments in unconsolidated subsidiaries and associated companies	856
Direct and indirect investments in real estate ventures	1
Intangible assets	
Goodwill	21,627
Other intangible assets	18,578
Other assets	61,641
Total assets	$ 1,532,784
LIABILITIES	
Deposits:	
In domestic offices	$ 1,062,122
Noninterest-bearing	322,290
Interest-bearing	739,832
In foreign offices, Edge and Agreement subsidiaries, and IBFs	151,034
Noninterest-bearing	928
Interest-bearing	150,106
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	946
Securities sold under agreements to repurchase	12,563

	Dollar Amounts In Millions
Trading liabilities	25,409
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	83,997
Subordinated notes and debentures	18,701
Other liabilities	32,601
Total liabilities	$ 1,387,373
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	519
Surplus (exclude all surplus related to preferred stock)	106,158
Retained earnings	34,288
Accumulated other comprehensive income	4,019
Other equity capital components	0
Total bank equity capital	144,984
Noncontrolling (minority) interests in consolidated subsidiaries	427
Total equity capital	145,411
Total liabilities, and equity capital	$ 1,532,784

I, John R. Shrewsberry, Sr. EVP & CFO of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

John R. Shrewsberry
Sr. EVP & CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

John Stumpf
James Quigley
Enrique Hernandez, Jr.

Directors

Exhibit 99.1

LETTER OF TRANSMITTAL
With respect to the Exchange Offer Regarding the
5.375% Senior Notes due 2022
issued by Cott Beverages Inc.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 PM, NEW YORK CITY TIME, ON , 2015, unless extended

To My Broker or Account Representative:

I, the undersigned, hereby acknowledge receipt of the Prospectus, dated , 2015 (the "Prospectus") of Cott Beverages Inc. (the "Issuer") with respect to the Issuer's exchange offer set forth therein (the "Exchange Offer"). I understand that the Exchange Offer must be accepted on or prior to 5:00 PM, New York City Time, on , 2015, unless extended.

This letter instructs you as to action to be taken by you relating to the Exchange Offer with respect to the Issuer's 5.375% Senior Notes due 2022 (the "Old Notes") held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is (FILL IN AMOUNT): $ of the Notes.

With respect to the Exchange Offer, the undersigned hereby instructs you (CHECK APPROPRIATE BOX(ES)):

☐ TO TENDER the following Old Notes held by you for the account of the undersigned (INSERT PRINCIPAL AMOUNT AT MATURITY OF OLD NOTES TO BE TENDERED, IF ANY):$ (must be in integral multiples of $1,000)

☐ NOT TO TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, the undersigned hereby represents for the benefit of the Issuer and you that:

1. The undersigned is acquiring the Issuer's 5.375% Senior Notes due 2022, for which the Old Notes will be exchanged (the "Exchange Notes"), in the ordinary course of its business;
2. Neither the undersigned nor any other person acquiring Exchange Notes in exchange for the undersigned's Old Notes in the exchange offer is engaging in or intends to engage in a distribution of the Exchange Notes within the meaning of the federal securities laws;
3. The undersigned is not engaged in, and does not intend to engage in, and does not have an arrangement or understanding with any person to participate in, the distribution (as defined in the Securities Act of 1933, as amended (the "Securities Act")) of Exchange Notes;
4. The undersigned is not an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer; and
5. The undersigned is not a broker-dealer and does not engage in, and does not intend to engage in, a distribution of the Old Notes or the Exchange Notes.

Once the Issuer accepts the tender of the Old Notes, this letter of transmittal is a binding agreement between the undersigned and the Issuer.

The Issuer reserves the absolute right to:

1. reject any and all tenders of any particular Old Notes not properly tendered;
2. refuse to accept any Old Notes if, in its reasonable judgment or the judgment of its counsel, the acceptance would be unlawful; and

3. waive any defects or irregularities or conditions of the exchange offer as to any particular Old Notes before the expiration of the offer.

If the undersigned is a broker-dealer, and acquired the Old Notes as a result of market making activities or other trading activities, the undersigned represents that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of Exchange Notes received in respect of such Old Notes pursuant to the Exchange Offer.

The undersigned also authorizes you to:

(1) confirm that the undersigned has made such representations; and

(2) take such other action as necessary under the Prospectus to effect the valid tender of such Old Notes.

The undersigned acknowledges that any person participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in no-action letters that are discussed in the section of the Prospectus entitled "The Exchange Offer."

The Exchange Offer is subject to certain conditions, described in the prospectus in the section entitled "The Exchange Offer—Conditions on the Exchange Offer."

Name of beneficial owner(s): _____

Signatures: _____

Name (please print): _____

Address: _____

Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

Date: _____