

PRIMO WATER CORP /CN/

FORM 10-K/A (Amended Annual Report)

Filed 04/18/16 for the Period Ending 01/02/16

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

United States
Securities and Exchange Commission
Washington, D.C. 20549

FORM 10-K/A
(Amendment No. 1)

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended January 2, 2016

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission file number 001-31410

COTT CORPORATION

(Exact name of registrant as specified in its charter)

CANADA
(State or Other Jurisdiction of
Incorporation or Organization)

6525 VISCOUNT ROAD
MISSISSAUGA, ONTARIO, CANADA

5519 WEST IDLEWILD AVENUE
TAMPA, FLORIDA, UNITED STATES
(Address of principal executive offices)

98-0154711
(IRS Employer
Identification No.)

L4V 1H6

33634
(Zip Code)

Registrant's telephone number, including area code: (905) 672-1900 and (813) 313-1800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class
COMMON SHARES WITHOUT NOMINAL
OR PAR VALUE

Name of each exchange on which registered
NEW YORK STOCK EXCHANGE
TORONTO STOCK EXCHANGE

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12-12 of the Act). Yes No

The aggregate market value of the common equity held by non-affiliates of the registrant as of July 4, 2015 (based on the closing sale price of \$9.82 for the registrant's common stock as reported on the New York Stock Exchange on July 2, 2015) was \$1,057.0 million.

(Reference is made to the last paragraph of Part II, Item 5 of Annual Report on Form 10-K filed for the fiscal year ended January 2, 2016 for a statement of assumptions upon which the calculation is made).

The number of shares outstanding of the registrant's common stock as of February 19, 2016 was 109,907,005.

Documents incorporated by reference

None.

EXPLANATORY NOTE

No modifications or changes are being made to the original Annual Report on Form 10-K for the fiscal year ended January 2, 2016, or the financial statements included therein. We are filing this amendment solely to re-file Exhibit 10.26.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The documents filed as part of this report are as follows:

3. Exhibits

Exhibits required by Item 601 of Regulation S-K set forth on the "Exhibit Index."

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

COTT CORPORATION
(Registrant)

Date: April 15, 2016

/s/ Jerry Fowden

Jerry Fowden
Chief Executive Officer

Cott Corporation

Exhibit Index

<u>Number</u>	<u>Description</u>
2.1	Share Purchase Agreement, dated as of May 30, 2014, by and among Robert Unsworth and the shareholders of Aimia Foods Holdings Limited identified therein, Cott Ventures Limited, Cott Corporation, and Cott Beverages Limited (incorporated by reference to Exhibit 2.1 to our Form 8-K filed June 2, 2014).
2.2	Agreement and Plan of Merger, dated as of November 6, 2014, by and among DSS Group, Inc., Cott Corporation, Delivery Acquisition, Inc., and Crestview DSW Investors, L.P., as the Sellers' representative (incorporated by reference to Exhibit 2.1 to our Form 8-K filed November 7, 2014).
3.1	Articles of Amalgamation of Cott Corporation (incorporated by reference to Exhibit 3.1 to our Form 10-K filed February 28, 2007) (file no. 001-31410).
3.2	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).
3.3	Second Amended and Restated By-laws of Cott Corporation, as amended (incorporated by reference to Exhibit 3.2 to our Form 10-Q filed May 8, 2014).
4.1	Indenture, dated as of June 24, 2014, governing the 5.375% Senior Notes due 2022, by and among the Cott Beverages Inc., Cott Corporation, 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 Notes due 2022 (incorporated by reference to Exhibit 4.2 to our Form 8-K filed June 25, 2014).
4.3	Registration Rights Agreement, dated as of June 24, 2014, by and among Cott Beverages Inc., Cott Corporation, the guarantors identified therein and the certain Initial Purchasers of the 5.375% Senior Notes due 2022 (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).
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	Third Supplemental Indenture, dated as of June 25, 2015, by and among Cott Beverages, Inc., the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, in connection with the 5.375% Senior Notes due 2022 (incorporated by reference to Exhibit 4.1 to our Form 8-K filed June 25, 2015).
4.7	Supplemental Indenture, dated as of January 13, 2016, by and among Cott Beverages, Inc., the guarantors party thereto, including Cott Beverages Luxembourg, S.a.r.l., and Wells Fargo Bank, National Association, as trustee, in connection with the 5.375% Senior Notes due 2022 (incorporated by reference to Exhibit 4.7 to our Form 10-K filed February 29, 2016).

<u>Number</u>	<u>Description</u>
4.8	Indenture, dated as of December 12, 2014, governing the 6.75% Senior Notes due 2020, by and among Cott Beverages Inc., Cott Corporation, 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 4.3 to our Form 8-K filed December 15, 2014).
4.9	Form of 6.75% Senior Notes due 2020 (incorporated by reference to Exhibit A to Exhibit 4.3 to our Form 8-K filed December 15, 2014).
4.10	Registration Rights Agreement, dated as of December 12, 2014, by and among Cott Beverages Inc., Cott Corporation, the guarantors identified therein and the Initial Purchasers of the 6.75% Senior Notes due 2020 (incorporated by reference to Exhibit 4.5 to our Form 8-K filed December 15, 2014).
4.11	Supplemental Indenture, dated as of June 25, 2015, by and among Cott Beverages, Inc., the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, in connection with the 6.75% Senior Notes due 2020 (incorporated by reference to Exhibit 4.1 to our Form 8-K filed June 26, 2015).
4.12	Supplemental Indenture, dated as of January 13, 2016, by and among Cott Beverages, Inc., the guarantors party thereto, including Cott Beverages Luxembourg, S.a.r.l., and Wells Fargo Bank, National Association, as trustee, in connection with the 6.75% Senior Notes due 2020 (incorporated by reference to Exhibit 4.12 to our Form 10-K filed February 29, 2016).
4.13	Form of Amended and Restated Indenture, dated as of December 12, 2014, governing the 10.000% Second-Priority Senior Secured Notes due 2021, 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 Collateral Agent (incorporated by reference to Exhibit 4.6 to our Form 8-K filed December 15, 2014).
4.14	Third Supplemental Indenture, dated as of December 12, 2014, governing the 10.000% Second-Priority Senior Secured Notes due 2021, 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).
4.15	Form of 10.000% Second-Priority Senior Secured Notes due 2021 (incorporated by reference to Exhibit A to Exhibit 4.6 to our Form 8-K filed December 15, 2014).
4.16	Registration Rights Agreement for Series A Convertible First Preferred Shares and Common Shares, dated as of December 12, 2014, by and among Cott Corporation and the designated holders named therein (incorporated by reference to Exhibit 4.1 to our Form 8-K filed December 15, 2014).
4.17	Registration Rights Agreement for Series B Non-Convertible First Preferred Shares and Common Shares, dated as of December 12, 2014, by and among Cott Corporation and the designated holders named therein (incorporated by reference to Exhibit 4.2 to our Form 8-K filed December 15, 2014).
10.1 2	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).
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).

<u>Number</u>	<u>Description</u>
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, JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.7 to our Form 10-K filed March 4, 2015).
10.7	Amendment No. 6 to Credit Agreement, dated as of May 26, 2015, 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 10.1 to our Form 10-Q filed August 5, 2015).
10.8 ³	Employment Offer Letter to Jason Ausher dated May 6, 2015 (incorporated by reference to Exhibit 10.2 to our Form 10-Q filed August 5, 2015).
10.9 ³	Amended and Restated Employment Offer Letter to Steven Kitching dated May 18, 2015 (incorporated by reference to Exhibit 10.3 to our Form 10-Q filed August 5, 2015).
10.10 ³	Employment Offer Letter to Michael Creamer dated April 16, 2007 (incorporated by reference to Exhibit 10.19 to our Form 10-K filed March 11, 2009) (file no. 001-31410).
10.11 ³	Employment Agreement between Cott Corporation and Jerry Fowden dated February 18, 2009 (incorporated by reference to Exhibit 10.1 to our Form 8-K filed February 24, 2009) (file no. 001-31410).
10.12 ³	Employment Offer Letter to Marni Morgan Poe dated January 14, 2010 (incorporated by reference to Exhibit 10.1 to our Form 10-Q filed May 12, 2010) (file no. 001-31410).
10.13 ³	Employment Offer Letter to Jay Wells dated January 14, 2012 (incorporated by reference to Exhibit 10.1 to our Form 10-Q filed May 7, 2012).
10.14 ³	Employment Offer Letter to Carlos Baila dated September 17, 2012 (incorporated by reference to Exhibit 10.24 to our Form 10-K filed February 27, 2013).
10.15 ³	First Amended and Restated Employment Agreement, dated as of December 16, 2014, between DS Services of America, Inc. and Thomas J. Harrington (incorporated by reference to Exhibit 10.23 to our Form 10-K filed March 4, 2015).
10.16 ³	Cott Corporation Severance and Non-Competition Plan, dated February 18, 2009 (incorporated by reference to Exhibit 10.2 to our Form 8-K filed February 24, 2009) (file no. 001-31410).
10.17 ³	Amended and Restated Retention, Severance and Non-Competition Plan (incorporated by reference to Exhibit 10.6 to our Form 10-Q filed August 9, 2007) (file no. 001-31410).
10.18 ³	2010 Equity Incentive Plan (incorporated by reference to Appendix B of our Definitive Proxy Statement on Schedule 14A filed April 1, 2010) (file no. 001-31410).

<u>Number</u>	<u>Description</u>
10.19 ³	Amendment to 2010 Equity Incentive Plan (incorporated by reference to Exhibit 4.2 to our Form S-8 filed May 4, 2010) (file no. 333-166507).
10.20 ³	Amended and Restated Cott Corporation Equity Incentive Plan (incorporated by reference to Appendix B of our Definitive Proxy Statement on Schedule 14A filed March 28, 2013).
10.21 ³	Amendment to Amended and Restated Cott Corporation Equity Incentive Plan (incorporated by reference to Appendix B of our Definitive Proxy Statement on Schedule 14A filed March 26, 2015).
10.22 ³	Form of Restricted Share Unit Award Agreement with Time-Based Vesting under the Amended and Restated Cott Corporation Equity Incentive Plan (incorporated by reference to Exhibit 10.22 to our Form 10-K filed February 29, 2016).
10.23 ³	Form of Restricted Share Unit Award Agreement with Performance-Based Vesting under the Amended and Restated Cott Corporation Equity Incentive Plan (incorporated by reference to Exhibit 10.23 to our Form 10-K filed February 29, 2016).
10.24 ³	Form of Nonqualified Stock Option Agreement under the Amended and Restated Cott Corporation Equity Incentive Plan (incorporated by reference to Exhibit 10.24 to our Form 10-K filed February 29, 2016).
10.25 ²	Supply Agreement executed December 21, 2010, effective January 1, 2011 between Crown Cork & Seal USA, Inc. and Cott Corporation (incorporated by reference to Exhibit 10.34 of our Form 10-K/A filed January 1, 2012).
10.26 ¹	Amendments, dated November 20, 2015, to Supply Agreement between Crown Cork & Seal USA, Inc. and Cott Corporation (filed herewith).
21.1	List of Subsidiaries of Cott Corporation (incorporated by reference to Exhibit 21.1 to our Form 10-K filed February 29, 2016).
23.1	Consent of Independent Registered Certified Public Accounting Firm (incorporated by reference to Exhibit 23.1 to our Form 10-K filed February 29, 2016).
31.1	Certification of the Chief Executive Officer pursuant to section 302 of the Sarbanes- Oxley Act of 2002 for the year ended January 2, 2016 (previously filed with our Form 10-K filed February 29, 2016).
31.2	Certification of the Chief Financial Officer pursuant to section 302 of the Sarbanes- Oxley Act of 2002 for the year ended January 2, 2016 (previously filed with our Form 10-K filed February 29, 2016).
31.3	Certification of the Chief Executive Officer pursuant to section 302 of the Sarbanes- Oxley Act of 2002 for the year ended January 2, 2016 (filed herewith).
31.4	Certification of the Chief Financial Officer pursuant to section 302 of the Sarbanes- Oxley Act of 2002 for the year ended January 2, 2016 (filed herewith).
32.1	Certification of the Chief Executive Officer pursuant to section 906 of the Sarbanes- Oxley Act of 2002 for the year ended January 2, 2016 (previously furnished with our Form 10-K filed February 29, 2016).
32.2	Certification of the Chief Financial Officer pursuant to section 906 of the Sarbanes- Oxley Act of 2002 for the year ended January 2, 2016 (previously furnished with our Form 10-K filed February 29, 2016).
101	The following financial statements from Cott Corporation's Annual Report on Form 10-K for the year ended January 2, 2016, filed February 29, 2016, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Statements of Operations, (ii) Consolidated Balance Sheets, (iii) Consolidated Statements of Cash Flows, (iv) Consolidated Statements of Equity (v) Consolidated Statements of Comprehensive (Loss) Income (vi) Notes to the Consolidated Financial Statements (incorporated by reference to Exhibit 101 to our Form 10-K filed February 29, 2016).

¹ Document is subject to request for confidential treatment.

² Confidential treatment has been granted for portions of this exhibit.

³ Indicates a management contract or compensatory plan.

*** Indicates a portion of the exhibit has been omitted based on a request for confidential treatment submitted to the Securities and Exchange Commission. The omitted portions have been filed separately with the Commission.

1st AMENDMENT TO SUPPLY AGREEMENT

THIS 1ST AMENDMENT TO SUPPLY AGREEMENT (this “1ST Amendment”) is entered into as of the 20th day of November, 2015 by and between Cott Corporation (“Cott”), a Canada corporation, with a place of business at 6525 Viscount Road, Mississauga, Ontario L4V 1H6 and 5519 Idlewild Avenue Tampa, Florida 33634, and Crown Cork & Seal USA, Inc., a Delaware corporation (“Crown”). Cott and Crown are each referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Crown and Cott entered into a certain Supply Agreement, effective as of January 1, 2011, regarding the supply of Products by the Suppliers to the Buyers (the “Original Agreement”); and

WHEREAS, Crown and Cott have agreed to extend the term of the Original Agreement and make certain other amendments to the Original Agreement, as more completely described below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, agree to the following, with effect as of January 1, 2016:

1. Capitalized terms used in this 1st Amendment but not specifically defined herein shall have the meanings assigned to them in the Original Agreement.

2. Section 2 of the Original Agreement is deleted in its entirety and replaced with the following:

This Agreement shall be in effect for a period of eleven (11) years commencing on January 1, 2011 and expiring on December 31, 2021 (the “Term”).

3. Effective January 1, 2017, Section 3(e)(i) of the Original Agreement is deleted in its entirety and replaced with the following:

On [***] on or after [***], in the event Cott [***] in North America and Mexico of [***] in North America and Mexico, [***], Cott may [***]. Crown will be [***]. Crown will be [***] following receipt from [***]. Cott shall provide [***] with [***] in writing including [***]. If Crown [***]. If Crown [***], Cott shall [***]. Upon such [***] in North America and Mexico [***]. Upon [***] in North America and Mexico, Cott agrees to [***] in North America and Mexico [***]. Crown agrees to [***]. If Cott does not [***].

4. Effective January 1, 2017, Section 3(e)(iii) of the Original Agreement is deleted in its entirety and replaced with the following:

Notwithstanding the foregoing, Cott shall not have the right to [***] if, at the time it desires to [***], Crown Group has any outstanding [***] on behalf of Cott in respect of [***] in North America and Mexico. The timing and expiration of Crown Group’s [***] will not affect the [***].

-
5. Section 5 of the Original Agreement is modified as follows:
 - a. Section 5(d)(i) – All text after the first sentence shall be deleted and replaced with the following:

Buyers of Products for North America and Mexico will [***]. Any [***] will be at an [***] of [***]. For example, the [***] for a [***] of [***] would be calculated as follows, [***]. For clarity, there will not be [***]. Any [***] will be [***] and either [***] will be agreed by the parties.
 - b. Sections 5(d)(ii), (iii) and (iv) – Deleted.
 - c. Section 5(e)(i) – All text after the first sentence shall be deleted.
 - d. Section 5(e)(ii), (iii), (iv) and (v) – Deleted.
 - e. Section 5(f) – The following text is added at the end of the section:

Upon written agreement between the Parties, Seller will [***] for [***] supplied for North America or Mexico. Should Seller have [***] of the [***], Seller will [***], provided that the Products were ordered by Buyer through purchase orders.
 6. The first paragraph of Schedule 3(a), Part I of the Original Agreement is deleted and replaced by the following:

For Product purchases in North America and Mexico, there will be [***].

[***]
 7. Schedule 3(a), Section IV.c) of the Original Agreement is amended so that the introductory clause reads as follows: “Effective April 1, 2016, and on April 1 of each calendar year thereafter through the end of the Term,”
 8. The first sentence of Schedule 3(a), Section XI of the Original Agreement is deleted and replaced by the following:

For all shipments in North America and Mexico, payment terms will be [***] date of invoice. For all shipments in North America and Mexico [***] the payment terms will be [***] the date of invoice. For all shipments in North America and Mexico [***] the payment terms will be [***] date of invoice.
 9. In consideration for the extension of the Term, [***] shall pay [***] [***] by check on or before April 30, 2016.
 10. This 1st Amendment is solely intended to address the matters set forth herein and is not otherwise intended to modify the terms of the Agreement. Except as expressly set forth in this 1st Amendment, all provisions in the Agreement shall remain in full force and effect and shall not be otherwise altered or modified.

-
11. If either of Cott's [***] at any time during the Term, Crown [***]. In addition, if either of the [***] before [***], then Crown [***]. Further, if either of the [***] at any time during the Term, the first sentence of [***] of the Original Agreement shall [***].

IN WITNESS WHEREOF, the Parties have caused this 1st Amendment to be duly executed as of the date first above written.

Crown CORK & SEAL USA, INC.

By : /s/ Janice Dunphy

Janice Dunphy, Vice President Sales & Marketing
Name Printed and Title

Date: 11/20/2015

COTT CORPORATION

By : /s/ Carlos Baila

Carlos Baila, Chief Procurement Officer
Name Printed and Title

Date: 11/20/2015

*** Indicates a portion of the exhibit has been omitted based on a request for confidential treatment submitted to the Securities and Exchange Commission. The omitted portions have been filed separately with the Commission.

2nd AMENDMENT TO SUPPLY AGREEMENT

THIS 2nd AMENDMENT TO SUPPLY AGREEMENT (this “2nd Amendment”) is entered into as of the 20th day of November, 2015 by and between Cott Corporation (“Cott”), a Canada corporation, with a place of business at 6525 Viscount Road, Mississauga, Ontario L4V 1H6 and 5519 Idlewild Avenue Tampa, Florida 33634, and Crown Cork & Seal USA, Inc., a Delaware corporation (“Crown”). Cott and Crown are each referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Crown and Cott entered into a certain Supply Agreement, effective as of January 1, 2011, regarding the supply of Products by Suppliers to Buyers (the “Original Agreement”), and an amending agreement as of the date hereof (the “1st Amendment”, together with the Original Agreement, the “Agreement”); and

WHEREAS, Crown and Cott have agreed to extend the term of the Original Agreement and make certain other amendments to the Original Agreement, as more completely described in the 1st Amendment and below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, agree to the following, with effect as of January 1, 2016:

1. Capitalized terms used in this 2nd Amendment but not specifically defined herein shall have the meanings assigned to them in the Agreement.
2. Effective January 1, 2017, Section 3(e)(i) of the Agreement is modified by the addition of the following:
“On [***] on or after [***], in the event Cott [***] in the UK of [***] in the UK, [***], Cott may [***]. Crown will be [***]. Crown will be [***] following receipt from [***]. Cott shall provide [***] with [***] in writing [***]. If Crown [***]. If Crown [***], Cott shall [***]. Upon such [***]. Upon [***], Cott agrees to [***]. Crown agrees to [***]. If Cott does not [***].”
3. Effective January 1, 2017, Section 3(e)(iii) of the Agreement is modified by the addition of the following:
“Notwithstanding the foregoing, Cott shall not have the right to [***] if, at the time it desires to [***], Crown Group has any outstanding [***] on behalf of Cott in respect of [***]. The timing and expiration of Crown Group’s [***] will not affect the [***].”
4. Section 5(f) of the Agreement is modified by adding the following to the end of the Section:
“In respect of UK supplies, Supplier will [***] and notify Buyer of any [***] by Supplier [***] provided by Buyer which is [***]. Such [***] shall be [***] it is [***] and Buyer shall notify Supplier within a further [***] by [***] whether it [***] by Supplier. Where Buyer has notified Supplier that [***], such [***] shall be for a [***] period ending [***] following the

date of [***], after which time Supplier shall notify the Buyer and Buyer shall within [***] confirm whether it [***]. In the absence of such confirmation, Supplier shall [***] and Buyer shall be [***] by the Supplier as a result. Supplier may [***] for reasonable demonstrable costs incurred by Supplier. [***] incurred pursuant to this Section 5(f) shall be charged at [***].”

5. Section 6(h) of the Agreement is modified by adding the following to the end of the Section:

“(iii) In respect of Products for the UK:

(A) Buyer will provide Supplier computer-ready artwork for new designs and changes to existing designs. Supplier will [***].

(B) Required reprographic work will be charged at the following rates:

[***]

(C) Supplier shall have the right to apply additional charges for [***].

6. Effective January 1, 2017, the first paragraph of Section VI of Schedule 3(a) is deleted in its entirety. For calendar year 2016, the second to last paragraph of Section VI of Schedule 3(a) is revised to read as follows:

[***]

Effective January 1, 2016, Sections VIII. and IX. of Schedule 3(a) of the Agreement are deleted in their entirety.

7. Until January 1 2017, the invoice prices of the Products to be supplied in the UK shall [***].

8. Effective January 1, 2017, Sections VI. and VII. of Schedule 3(a) of the Agreement are deleted in their entirety and replaced by Sections VI. to IX. set out below:

“VI. UK INITIAL PRICES

(a) The prices of Products to be supplied by Supplier under this Agreement for the UK (“Base Prices”) shall be:

[***]

(b) [***]

(c) [***]

VII. [***]

VIII. [***]

IX. [***]

-
9. Schedule 3a, Section XI of the Agreement is modified by adding the following before the last sentence of the Section:
“In respect of Products for the UK, Buyer shall pay for all Products delivered pursuant to this Agreement within [***] of invoice. [***] as a result of Buyer’s breach of the Agreement [***], Supplier shall [***]. Within 30 days following [***] the parties shall co-operate to [***]. The agreed present value of [***].
10. Without prejudice to the provisions of Section 9 of this 2nd Amendment, in respect of UK supplies, the Buyer and the Supplier each [***].
11. Cott represents that it has the authority to bind the Buyers to the agreements set forth herein. Crown represents that it has the authority to bind the Suppliers to the agreements set forth herein.

Crown CORK & SEAL USA, INC.

By : /s/ Janice Dunphy

Janice Dunphy, Vice President Sales & Marketing
Name Printed and Title

Date: 11/20/2015

COTT CORPORATION

By : /s/ Carlos Baila

Carlos Baila, Chief Procurement Officer
Name Printed and Title

Date: 11/20/2015

Exhibit 1

[**] [example calculation redacted]

Exhibit 2

[**] [example calculation redacted]

Exhibit 3

***] [example calculation redacted]

*** Indicates a portion of the exhibit has been omitted based on a request for confidential treatment submitted to the Securities and Exchange Commission. The omitted portions have been filed separately with the Commission.

To: Cott Corporation
5519 Idlewild Avenue,
Tampa,
Florida 33634.

Date: November 19, 2015

Dear Sirs,

Supply Agreement dated January 1, 2011 made between Cott Corporation and Crown Cork & Seal USA, Inc (the “Original Agreement”)

We refer to two agreements to extend and amend the Original Agreement (the “1st Amendment” and the “2nd Amendment”).

In this letter all words and expressions commencing with capital letters and not otherwise defined have the meaning specified in the Original Agreement.

In consideration of you today entering into the 1st Amendment and the 2nd Amendment, we confirm the following in respect of UK supplies of the Products:

- (a) with effect from January 1st, 2016, [***], shall be [***] within [***] days of the [***]. [***] shall include only the following [***]; and
- (b) with effect from January 1st, 2016, [***] shall be [***] within [***] days of the [***]. [***] shall include only the following [***]; and
- (c) with effect from January 1st, 2016, [***] shall be [***] to Cott within [***] days of the [***]. [***] shall include only the following [***]; and
- (d) in addition to [***] under (c) above, with effect from January 1st, 2017, [***] shall be [***] to Cott within [***] days of the [***]. [***] shall include only the following [***]; and
- (e) [***] shall be [***] within [***] days of each quarter end. [***] shall only include the following [***].

Each of the [***] above shall be [***] separately to all and any other [***] under the Original Agreement as amended from time to time and shall not be:

- [***]; or
- included or referred to in any [***] of whatever nature produced in connection with the Original Agreement as amended from time to time, except as may be required by law, accounting rules or stock exchange regulations, or in the context of a dispute between the parties.

In the event the Original Agreement (as amended by the 1st Amendment and the 2nd Amendment) is terminated prior to 31st December 2016 as a result of Buyer's breach of the Agreement or as a result of the [***], Supplier shall be entitled to [***] an amount equal to the [***], as well as the [***] to Buyers of the [***]. If such termination occurs after 31st December 2016 but prior to [***], only [***], as described below. Within 30 days following December 31, 2016, the parties shall co-operate to [***]. The agreed [***] shall be [***]. An example of the calculation is attached as Exhibit 1.

This letter is to be treated as confidential and neither you or we shall make any disclosure of it other than as required pursuant to law or the rules of any competent stock exchange authority upon which a party's stock is listed but provided always that all parties to this letter shall be entitled to disclose this letter to their professional advisers and to any court or other dispute resolution forum in connection with any dispute relating to the subject matter hereof.

Section 18 (Governing Law and Dispute Resolution) of the Original Agreement shall apply to this letter.

Please countersign this letter to record your agreement to its terms.

IN WITNESS WHEREOF, the Parties have caused this letter to be duly executed as of the date first above written.

Crown CORK & SEAL USA, INC.

COTT CORPORATION

By : /s/ Janice Dunphy _____

By : /s/ Carlos Baila _____

Janice Dunphy, Vice President Sales & Marketing

Carlos Baila, Chief Procurement Officer

Name Printed and Title

Name Printed and Title

Date: 11/20/2015

Date: 11/20/2015

EXHIBIT 1

[***] [example calculation redacted]

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jerry Fowden, certify that:

1. I have reviewed this annual report on Form 10-K/A of Cott Corporation; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/s/ Jerry Fowden

Jerry Fowden
Chief Executive Officer
Dated: April 15, 2016

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jay Wells, certify that:

1. I have reviewed this annual report on Form 10-K/A of Cott Corporation; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/s/ Jay Wells

Jay Wells

Chief Financial Officer

Dated: April 15, 2016