

# PRIMO WATER CORP /CN/

## **FORM 8-K** (Current report filing)

Filed 06/25/15 for the Period Ending 06/25/15

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

---

---

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

---

**FORM 8-K**

---

**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 25, 2015

---

**Cott Corporation**  
(Exact name of registrant as specified in its charter)

---

**Canada**  
(State or other jurisdiction  
of incorporation)

**001-31410**  
(Commission  
File Number)

**98-0154711**  
(IRS Employer  
Identification No.)

---

**6525 Viscount Road**  
**Mississauga, Ontario, Canada**

**L4V1H6**

**5519 West Idlewild Avenue**  
**Tampa, Florida, United States**  
(Address of Principal Executive Offices)

**33634**  
(Zip Code)

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

**N/A**  
(Former name or former address, if changed since last report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

---

**Item 1.01 Entry into a Material Definitive Agreement**

On June 25, 2015, Cott Beverages Inc. (the “Issuer”), a wholly owned subsidiary of Cott Corporation (the “Company”), entered into the Third Supplemental Indenture (the “Supplemental Indenture”), with the Company, the other guarantors party thereto (together with the Company, the “Guarantors”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”), to the Indenture, dated June 24, 2014, as supplemented by the Supplemental Indenture, dated July 24, 2014, and as further supplemented by the Second Supplemental Indenture, dated December 12, 2014 (collectively, the “Indenture”), by and among the Issuer, the Guarantors and the Trustee, to revise certain terms of the Indenture related to the guarantees therein.

A copy of the Supplemental Indenture is attached as Exhibit 4.1 to this Current Report on Form 8-k and is incorporated by reference herein. The description of the material terms of the Supplemental Indenture is qualified in its entirety by reference to such exhibit.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	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.

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Cott Corporation  
(Registrant)

June 25, 2015

By: /s/ Marni Morgan Poe  
Marni Morgan Poe  
Vice President, General Counsel and Secretary

---

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	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.

**THIRD SUPPLEMENTAL INDENTURE**

**DATED AS OF JUNE 25, 2015**

**to**

**INDENTURE**

**dated as of June 24, 2014**

**among**

**COTT BEVERAGES INC.,**

**as Issuer**

**THE GUARANTORS NAMED THEREIN**

**as Guarantors**

**and**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

**as Trustee**

THIS THIRD SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of June 25, 2015, is by and among Cott Beverages Inc., a Georgia corporation (the “Issuer”), Cott Corporation, a Canadian corporation (the “Company”), the other Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, National Association, a national banking association, as trustee under the Indenture referred to below (the “Trustee”).

## WITNESSETH

WHEREAS, the Issuer, the Company and the other Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, restated, supplemented or otherwise modified through the date hereof, the “Indenture”), dated as of June 24, 2014, providing for the issuance of 5.375% Senior Notes due 2022 (the “Notes”);

WHEREAS, pursuant to Sections 9.1(5) and 9.5 of the Indenture, the Issuer, the Company, the other Guarantors and the Trustee may (i) amend or supplement any Note Documents to make any change that does not adversely affect the rights of any Holder in any material respect without the consent of the Holders and (ii) execute and deliver this Supplemental Indenture without the consent of Holders; and

WHEREAS, the Issuer currently intends to take the position that this Supplemental Indenture has not resulted in a material modification of the Notes for purposes of Sections 1471 through 1474 of the Code (“FATCA”). For the avoidance of doubt, the Issuer shall give the Trustee prompt written notice if it concludes that any material modification of the Notes has been deemed to occur for FATCA purposes. The Trustee shall assume that no material modification for FATCA purposes has occurred regarding the Notes, unless the Trustee receives written notice of such modification from the Issuer;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Company, the other Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AMENDMENT TO SECTION 10.2(b) OF THE INDENTURE. The Indenture is hereby amended by deleting Section 10.2(b) in its entirety and replacing it with the following:

“(b) Any Guarantee of a Guarantor shall terminate upon:

(1) (A) 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 (B) 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 this Indenture;

(2) the designation in accordance with this 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 pursuant to Article VIII or Article XI;

(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 Section 3.2(a) in its status as a Guarantor;

*provided, however,* that the Guarantee of the Company may only be released under this Section 10.2(b) pursuant to clause (b)(3) immediately above.”

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator, stockholder, partner or member of the Issuer, the Company or any other Guarantor, as such, will have any liability for any obligations of the Issuer, the Company or the other Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer, the Company and the other Guarantors.



IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

COTT BEVERAGES INC.

By: /s/ Jerry Fowden  
Name: Jerry Fowden  
Title: Chief Executive Officer

156775 CANADA INC.  
2011438 ONTARIO LIMITED  
804340 ONTARIO LIMITED  
967979 ONTARIO LIMITED  
COTT CORPORATION  
COTT HOLDINGS INC.  
COTT VENDING INC.  
INTERIM BCB, LLC,  
as Guarantors

By: /s/ Jerry Fowden  
Name: Jerry Fowden  
Title: Chief Executive Officer

---

AIMIA FOODS EBT COMPANY LIMITED  
AIMIA FOODS GROUP LIMITED  
AIMIA FOODS HOLDINGS LIMITED  
AIMIA FOODS 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  
STOCKPACK LIMITED  
TT CALCO LIMITED,  
as Guarantors

By: /s/ Jason Ausher

Name: Jason Ausher

Title: Director

DS SERVICES OF AMERICA, INC.  
DS SERVICES HOLDINGS, INC.  
DSS GROUP, INC.  
DS CUSTOMER CARE, LLC,  
as Guarantors

By: /s/ Jason Ausher

Name: Jason Ausher

Title: Treasurer

---

CAROLINE LLC  
CLIFFSTAR LLC  
COTT ACQUISITION LLC  
COTT U.S. ACQUISITION LLC  
STAR REAL PROPERTY LLC,  
as Guarantors

By: /s/ Marni Morgan Poe  
Name: Marni Morgan Poe  
Title: Vice President

COTT INVESTMENT, L.L.C.,  
as a Guarantor

By: /s/ Marni Morgan Poe  
Name: Marni Morgan Poe  
Title: Secretary

---

COTT (NELSON) LIMITED  
COTT BEVERAGES LIMITED  
COTT EUROPE TRADING LIMITED  
COTT LIMITED  
COTT NELSON (HOLDINGS) LIMITED  
COTT PRIVATE LABEL LIMITED  
COTT RETAIL BRANDS LIMITED,  
as Guarantors

By: /s/ Gregory Leiter

Name: Gregory Leiter

Title: Director

---

COTT USA FINANCE LLC.  
as a Guarantor

By: /s/ Ceaser Gonzalez  
Name: Ceaser Gonzalez  
Title: Director Manager

---

COTT LUXEMBOURG S.A.R.L.  
as a Guarantor

By: /s/ Jeremy Hoyle  
Name: Jeremy Hoyle  
Title: Class A Manager

---

COTT ACQUISITION LIMITED  
COTT UK ACQUISITION LIMITED,  
as Guarantors

By: /s/ Jay Wells  
Name: Jay Wells  
Title: Director

---

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee

By: /s/ Maddy Hughes

Name: Maddy Hughes

Title: Vice President