PRIMO WATER CORP /CN/

FORM 10-K
(Annual Report)

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Telephone	813-313-1732
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Symbol	PRMW
SIC Code	2086 - Bottled and Canned Soft Drinks and Carbonated Waters
Industry	Non-Alcoholic Beverages
Sector	Consumer Non-Cyclicals
Fiscal Year	12/02

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

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 28, 2002
[ ] 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 000-19914

COTT CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

CANADA	None
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification No.)
207 Queen's Quay West, Suite 340 Toronto, Ontario	M5J 1A7
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (416) 203-3898

Securities registered pursuant to Section 12(b) of the Act: None

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

Common Shares without nominal or par value
(Title of Class)

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 [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K 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 an accelerated filer (as defined in Exchange Act Rule 12b-2). Yes [X] No [ ]

The aggregate market value of the common equity held by non-affiliates of the registrant as of June 28, 2002 (based on the closing sale price of the registrant's common stock as reported on the NASDAQ National Market on such date) was $1,004,469,916.

The number of shares outstanding of the registrant's common stock as of February 28, 2003 was 68,642,585.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement, to be filed within 120 days of December 28, 2002, are incorporated by reference in Part III.

Such reports, except for the parts therein which have been specifically incorporated by reference, shall not be deemed "filed" for the purposes of this report on Form 10-K.

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Cott's consolidated financial statements are prepared in accordance with United States generally accepted accounting principles ("GAAP") in U.S. dollars. Unless otherwise indicated, all amounts in this report are in U.S. dollars and U.S. GAAP.

FORWARD-LOOKING STATEMENTS

In addition to historical information, this report and the reports and documents incorporated by reference in this report contain statements relating to future events and Cott's future results. These statements are "forward-looking" within the meaning of the Private Securities Litigation Reform Act of 1995 and 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 Cott's business strategy, goals and expectations concerning its market position, future operations, margins, profitability, liquidity and capital resources. Generally, words such as "anticipate", "believe", "continue", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "should", "will" and similar terms and phrases are used to identify forward-looking statements in this report and in the documents incorporated in this report by reference. These forward-looking statements are made as of the date of this report.

Although Cott believes 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 be incorrect. Cott's operations involve risks and uncertainties, many of which are outside of its 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.

The following are some of the factors that could affect Cott's financial performance, including but not limited to sales, earnings and cash flows, or could cause actual results to differ materially from estimates contained in or underlying the forward-looking statements:

- loss of key customers, particularly Wal-Mart, and the commitment of retailer brand beverage customers to their own retailer brand beverage programs;

- increases in competitor consolidations and other market-place competition, particularly among branded beverage products;

- Cott's ability to identify acquisition and alliance candidates and to integrate into its operations the businesses and product lines that are acquired or allied with;

- fluctuations in the cost and availability of beverage ingredients and packaging supplies, and Cott's ability to maintain favorable arrangements and relationships with its suppliers;

- unseasonably cold or wet weather, which could reduce demand for Cott's beverages;

- Cott's ability to protect the intellectual property inherent in new and existing products;

- adverse rulings, judgments or settlements in Cott's existing litigation, and the possibility that additional litigation will be brought against Cott;

- product recalls or changes in or increased enforcement of the laws and regulations that affect Cott's business;

- currency fluctuations that adversely affect the exchange between the U.S. dollar on one hand and the pound sterling, the Canadian dollar and other currencies on the other hand;

- changes in interest rates;

- changes in tax laws and interpretations of tax laws;

- changes in consumer tastes and preference and market demand for new and existing products;

- changes in general economic and business conditions; and

- increased acts of terrorism or war.

Many of these factors are described in greater detail in this report and in other filings with the SEC. Cott undertakes no obligation to update any information contained in this report or to publicly release the results of any revisions to forward-looking statements to reflect events or circumstances that Cott may become aware of after the date of this report. Undue reliance should not be placed on forward-looking statements.

All future written and oral forward-looking statements attributable to Cott or persons acting on Cott's behalf are expressly qualified in their entirety by the foregoing.

PART I

ITEM 1. BUSINESS

GENERAL DEVELOPMENT OF THE BUSINESS

Cott Corporation is the leading supplier of premium quality retailer brand carbonated soft drinks in the United States, Canada and the United Kingdom. Cott operates its United States business through an indirect wholly owned subsidiary, Cott Beverages Inc., its Canadian business through the Cott Beverages Canada division and its United Kingdom business through an indirect wholly owned subsidiary, Cott Beverages Ltd. In addition to carbonated soft drinks, product lines include clear, sparkling flavored beverages, juices and juice-based products, bottled water, energy drinks and iced teas. Cott's products are sold principally under customer controlled retailer brands, but Cott also offers product under brand names that it either owns or licenses from others.

Cott Corporation was incorporated in 1955 and is governed by the Canada Business Corporations Act. Cott's registered Canadian office is located at 333 Avro Avenue, Pointe-Claire, Quebec, Canada H9R 5W3 and its principal executive offices are located at 207 Queen's Quay West, Suite 340, Toronto, Ontario, Canada M5J 1A7.

NARRATIVE DESCRIPTION OF THE BUSINESS

Recognizing the need for sustained long-term growth combined with increased efficiency, Cott began a restructuring of its worldwide operations in the fall of 1998 to centralize its organizational structure in each of three core geographic markets. As a result of these efforts, Cott now operates its Canadian business through the Cott Beverages Canada division, its United States operations through its indirect wholly owned subsidiary, Cott Beverages Inc., and its U.K. operations through its indirect wholly owned subsidiary, Cott Beverages Ltd.

From then until 2001, Cott took several steps to strengthen its management team and strategic focus. Management identified and addressed challenges during this transitional period and initiated a turnaround based on a three pronged strategy to:

- focus on carbonated soft drink business in core geographic markets of the United States, Canada and the United Kingdom;

- fix the cost structure for its product lines; and

- strengthen and rebuild the business.

Cott's strategy of focusing on the beverage business within core geographic markets led Cott to divest the following non-strategic operations:

- the Australian beverage operations, which were sold in April 1999;

- the frozen food business, which was sold in May 1999;

- the packaging design business, which was sold in May 1999, subject to an agreement by which the new owners committed to provide ongoing creative services to Cott at competitive rates for ten years from the date of sale;

- the Featherstone carbonated soft drink manufacturing plant and related business in the United Kingdom, which were sold in May 1999;

- its minority interest in Menu Foods Limited (a pet food manufacturer) a substantial portion of which was sold in August 1999 with the remaining investment sold in May 2002;

- the polyethylene terephthalate ("PET") preform manufacturing plant in Leland, North Carolina and the PET bottle blowing equipment in three of the carbonated soft drink manufacturing plants in the United States, which were sold to Schmalbach-Lubeca Plastic Containers USA, Inc. in April 2000, in connection with which Cott entered into a long-term supply agreement with Schmalbach for PET bottles in the United States; and

- the U.K. PET preform manufacturing business, which was sold in October 2000.

In prior years, Cott disposed of its bottling operations in Norway and South Africa, and its beer and snack food businesses.

In 2002 with turnaround efforts complete, Cott's strategy turned to growth driven by four key pillars:

- to expand its business in core markets by increasing market share, winning new customers, developing new products and exploring new channels;

- to make acquisitions or alliances to transform the business structure to serve a growing customer base;

- to build world class teams by empowering employees, by communicating standards of excellence, accountability and integrity and by leveraging best practices; and

- to drive margins and cash flow by focusing on cash return on assets, improving working capital turns, enriching product mix and gaining efficiencies by applying Six Sigma across operations.

Since 1995, Cott has expanded and strengthened its production and distribution capabilities in core geographic markets through a series of acquisitions and capital investments. About 85% of Cott's beverages are produced in facilities it owns or leases or by third party manufacturers with whom Cott has long-term co-packing agreements. Acquisitions over the last five years include:

- in October 2000, Cott acquired the Honickman Group's retailer brand beverage business, through which it acquired a carbonated soft drink manufacturing facility in Concordville, Pennsylvania, an established customer base and rights to the Vintage(TM) brand of seltzer water;

- in July 2001, Cott acquired the right to manufacture the retailer brand concentrate that it formerly obtained under a long-term supply contract with the Royal Crown unit of Cadbury Schweppes plc ("Royal Crown"), and gained ownership of unique formulas, proprietary information, a concentrate manufacturing facility and the Royal Crown business outside of North America; and

- in September 2001, Cott formed a new business venture with Polar Corp., the leading independent retailer brand beverage supplier in New England, to enhance its position and customer base in the Northeast United States. Cott has a 51% interest and consolidates the new venture in its financial statements.

- in January 2002, Cott made equity investments in two spring water companies, a 30% investment in Iroquois Water Ltd. and a 49% investment in Iroquois West Bottling Ltd. ("Iroquois West"), to strengthen its position in the spring water segment across Canada. In January 2003, Cott acquired the remaining interest of Iroquois West.

- in June 2002, Cott formed a new venture in Mexico, Cott Embotelladores de Mexico S.A. de C.V. ("CEMSA"), with Embotelladora de Puebla, S.A. de C.V. ("EPSA") in order to establish manufacturing and marketing capabilities in Mexico. Cott has a 90% interest in CEMSA.

- in June 2002, Cott acquired all of the outstanding capital stock of Premium Beverage Packers, Inc. ("Wyomissing"). The acquisition is expected to add manufacturing strength to Cott's growing presence in the Northeast United States.

In recent years, Cott has grown its business and beverage offerings primarily through acquisitions of other companies, new product lines and growth with key customers. A part of Cott's strategy is to continue to expand its business through acquisitions and alliances. To succeed in this strategy, Cott must identify appropriate acquisition or strategic alliance candidates.

As Cott seeks to expand its operations, it expects to encounter a number of risks, including:

- the need to add additional management and other critical personnel;

- the need to add additional equipment and capacity or third party manufacturing arrangements;

- the risk of failing to predict shifts in consumer preferences and to match its strategies to these shifts;

- the risk associated with increasing the scope, geographic diversity and complexity of its operations;

- the risk related to assuming the liabilities of the businesses and product lines that Cott acquires; and

- the risk that Cott's acquisitions and alliances will not result in the operating efficiencies or other benefits that it anticipates.

Cott cannot provide assurance that acquisition and alliance opportunities will be available, that it will have access to the capital required to finance these opportunities, that it will continue to acquire or align with businesses and product lines or that any of the businesses or product lines that it acquires or aligns will be integrated successfully into Cott's business or prove profitable.

In addition to changes in management and strategic focus, in July of 1998 Cott's shareowner composition underwent a significant transition. Along with various members of the Pencer family, Cott completed a transaction involving Thomas H. Lee Company, Paine Webber Capital and various of their related and affiliated entities (together, the "THL Group") in which they purchased an aggregate of:

- 10,000,000 common shares and an option to purchase an additional 5,000,000 common shares from members of the Pencer family; and

- 4,000,000 Convertible Participating Voting Second Preferred Shares, Series 1 (the "Preferred Shares"), that were entitled to voting rights together with the common shares on an as converted basis.

Additionally, in November 1999, Cott granted the THL Group the right to purchase up to an additional 5% of the outstanding voting shares on the open market. As of February 28, 2003, to Cott's knowledge and based upon a review of public disclosure documents, the right to purchase the additional 5% of voting shares had not been exercised. As consideration for the grant of this right, the THL Group agreed to grant to Cott's Chairman of the Board a proxy to vote enough of their voting shares to ensure that at no time will the THL Group have voting rights in respect of more than 35% of the voting shares on a fully diluted basis. The THL Group has also agreed not to exercise any options to acquire more of the common shares if, after giving effect to such exercise, they would have the power to vote or hold more than 35% of the voting shares on a fully diluted basis.

On June 27, 2002, the 4,000,000 outstanding Preferred Shares owned by the THL Group were converted into 6,286,452 common shares of Cott in accordance with their terms. No Preferred Shares remain outstanding. On July 5, 2002, the THL Group exercised the option to purchase the 5,000,000 shares from members of the Pencer family. As of December 28, 2002, the THL Group collectively held approximately 31% of the outstanding common shares of Cott.

FINANCIAL INFORMATION ABOUT SEGMENTS

For financial information about segments, see note 25 to the consolidated financial statements, found on pages 71 to 73 of this annual report on Form 10-K.

PRINCIPAL PRODUCTS AND PRINCIPAL MARKETS

Cott's principal markets are in the United States, Canada and the United Kingdom. Although Cott produces the majority of its products under retailer brands for sale to retail customers, it also sells proprietary products that include brands that Cott either owns or licenses from others.

Approximately 80% of Cott's beverages produced in the United States were manufactured in facilities that are either owned or leased by Cott or by third party manufacturers with whom Cott has long-term co-packing agreements. Cott manufactures virtually all of the Canadian and United Kingdom beverages in facilities that it either owns or leases. Cott relies on third parties to produce and distribute products in areas or markets where it does not have its own production facilities, such as continental Europe, or when additional production capacity is required.

For each of the last three years, sales of beverages, including concentrates, represented 100% of total sales. Sales of beverages in the United States totaled $872.2 million in 2002; $779.4 million in 2001; and $657.3 million in 2000. Sales of beverages in Canada totaled $171.2 million in 2002; $163.7 million in 2001; and $169.7 million in 2000. Sales of beverages, including concentrates, in the United Kingdom and International totaled $146.8 million in 2002; $146.5 million in 2001; and $162.6 million in 2000. Total sales attributable to all countries other than Canada totaled $1,027.4 million in 2002; $926.4 million in 2001; and $820.9 million in 2000. In Canada, long-lived assets excluding deferred tax assets totaled $71.3 million in 2002, $72.3 million in 2001 and $79.1 million in 2000. Long-lived assets excluding deferred tax assets, if any, in the United States totaled $426.9 million in 2002, $393.0 million in 2001 and $244.9 million in 2000. Long-lived assets in all other countries totaled $62.6 million in 2002, $105.3 million in 2001 and $115.2 million in 2000.

Cott believes that the opportunity exists to increase sales of beverages in various markets by:

- leveraging existing customer relationships;

- obtaining new customers;

- exploring new channels of distribution; and

- increasing its presence in the alternative beverage segment.

Cott distributes beverages in a variety of ways. Sales in the United States and Canada are either:

- picked up by customers at Cott's facilities;

- distributed to store locations using third-party distributors; or

- delivered by Cott or a common carrier to either the customer's distribution centers or directly to retail locations.

In the United Kingdom, Cott generally uses third-party carriers to deliver products to the customer's distribution centers or directly to stores, although a few customers collect products directly from the point of manufacture.

Cott may be liable if the consumption of any of its products causes injury, illness or death. Cott also may be required to recall some of its products if they become contaminated or are damaged or mislabeled. A significant unfavorable product liability judgment or a widespread product recall could have a material adverse effect on the results of operations or cash flows. As of February 28, 2003, Cott was insured against product liability claims with a limitation of $65 million and a $0.2 million deductible per occurrence with an annual aggregate of $0.2 million. Once exhausted there is a maintenance deductible of $10,000 per occurrence. Cott is also insured against product recalls with a limitation of $10 million, a $2 million deductible, and a 20% coinsurance provision. Cott cannot provide assurance that its insurance coverage will be adequate.

INGREDIENTS AND PACKAGING SUPPLIES

The principal ingredients required to produce Cott's products are concentrate, sweeteners and carbon dioxide. Since July 2001, Cott makes most of the concentrates it needs using ingredients from third parties and sources the remaining concentrates and other ingredients from outside vendors. In July 2001, Cott purchased the right to the retailer brand concentrate that it formerly obtained under a long-term supply contract with Royal Crown. With this acquisition, Cott also gained ownership of unique formulas, proprietary information, a concentrate manufacturing facility and the Royal Crown business outside North America. Cott purchases its primary packaging supplies, including PET bottles, caps and preforms, cans and lids, labels, cartons and trays, from outside vendors.

Cott has a variety of suppliers for many of its materials, and it maintains long-standing relationships with many of these suppliers. Cott typically enters into annual supply arrangements rather than long-term contracts with suppliers, but has long-term agreements with respect to some of its key packaging supplies, such as aluminum cans and lids and PET bottles, and some key ingredients, such as artificial sweeteners. If Cott is forced to replace one or more of these key suppliers, ingredient and packaging supply costs could increase or decrease.

None of the ingredients or packaging supplies that are used to produce or package Cott's products are currently in short supply, although the supply of specific ingredients and packaging supplies could be adversely affected by economic factors such as industry consolidation, energy shortages, governmental controls, labor disputes, weather conditions and other factors.

The underlying commodity costs of the ingredients and packaging supplies, such as resin for PET, aluminum for cans, and high fructose corn syrup, are cyclical and historically have been subject to price volatility. The majority of Cott's contracts allow suppliers to alter the costs they charge for ingredients and packaging supplies based on changes in commodity costs, and in some cases other factors, at certain predetermined times and subject to defined guidelines. As a result, Cott bears the risk of shifts in the market costs of these commodities. A portion of the ingredients and packaging supplies are subject to fixed prices for one-year terms, after which Cott typically negotiates new terms based upon prevailing market conditions. If the cost of these ingredients or packaging supplies increases, Cott may be unable to pass these costs along to customers through corresponding or contemporaneous adjustments to the selling prices.

TRADE SECRETS, TRADEMARKS AND LICENSES

Cott sells the majority of its beverages to retailer brand customers who own the trademarks associated with those products. Cott is the registered owner of various trademarks, most notably Cott(TM) in North America, as well as Stars & Stripes(TM), Vess(TM), Vintage(TM), Top Pop(TM), Clear Choice(TM) and City Club(TM) in the United States and Edge(TM) and Red Rooster(TM) in the U.K. and RC(TM) in more than 100 countries outside of North America. In 2001, Cott acquired the rights to the Cott(TM) trademark in the United States from an unrelated third party. Cott is licensed to use certain trademarks, including Chubby(TM) in Canada and the United States and RC(TM) in certain regions of Canada, and Benshaws(TM) and Carters(TM) in the United Kingdom.

Cott's success depends in part on its intellectual property. To protect this intellectual property, Cott relies principally on contractual restrictions (such as nondisclosure and confidentiality agreements) in agreements with employees, consultants and customers, and on the common law of trade secrets and proprietary "know-how". Cott also relies on trademark protection.

Cott may not be successful in protecting its intellectual property for a number of reasons, including:

- competitors may independently develop intellectual property that is similar to or better than Cott's;

- employees, consultants and customers may not abide by their contractual agreements and the cost of enforcing those agreements may be prohibitive, or those agreements may prove to be unenforceable or more limited than anticipated;

- foreign intellectual property laws may not adequately protect Cott's intellectual property rights; and

- trademarks may be challenged, invalidated or circumvented.

If Cott is unable to protect its intellectual property, it would weaken Cott's competitive position, and it could face significant expense to protect or enforce intellectual property rights.

If Cott is found to infringe on the intellectual property rights of others, it could incur significant damages, be enjoined from continuing to manufacture, market or use the affected product, or be required to obtain a license to continue manufacturing or using the affected product. A license could be very expensive to obtain or may not be available at all. Similarly, changing products or processes to avoid infringing the rights of others may be costly or impracticable.

Occasionally, third parties may assert that Cott is, or may be, infringing on or misappropriating their intellectual property rights. In these cases, Cott will defend against claims or negotiate licenses where it considers these actions appropriate. Intellectual property cases are uncertain and involve complex legal and factual questions. If Cott becomes involved in this type of litigation, it could consume significant resources and divert its attention from business operations.

SEASONALITY OF SALES

Sales of beverages are seasonal, with the highest sales volumes generally occurring in the second and third fiscal quarters, which correspond to the warmer months of the year. Accordingly, sales volume tends to decrease during cold and wet weather months and can be affected by unseasonably cold or wet weather conditions in core geographic markets. On the other hand, when the weather is unseasonably warm, Cott may not have access to adequate production capacity to meet sales demands.

CUSTOMERS

Cott's customers include many large national and regional grocery, mass-merchandise, drugstore, wholesale and convenience store chains in the core markets of the United States, Canada and the U.K. For the year ended December 28, 2002, sales to Wal-Mart Stores, Inc. and its affiliates accounted for approximately 40% of total sales. For the same period, Cott's top ten customers accounted for approximately 71% of total sales. Cott expects that sales of its products to a limited number of customers will continue to account for a high percentage of sales for the foreseeable future. The loss of Wal-Mart would, and the loss of one of Cott's other significant customers could, have a material adverse effect on its business, financial condition and results of operations.

COMPETITION

The markets for Cott's products are extremely competitive. Competition in these markets could cause Cott to lose market share, reduce pricing or increase capital and other expenditures. Companies that produce and sell the major, national brand beverages located in Cott's core geographic markets possess significantly greater financial and marketing resources than Cott possesses. Retailer brand beverages that Cott supplies to its customers compete for access to shelf space with branded beverage products on the basis of quality and price. Cott's customers primarily control the shelf space but there is no guarantee that they will allocate space to their retailer brand products. In addition, entry of any of the national brand companies into the retailer brand segment of the beverage market could have a material adverse effect on Cott's business, financial condition and results of operations. Cott also faces competition from other retailer brand beverage manufacturers in the United States and the U.K., some of which possess substantial bottling facilities.

Cott differentiates itself from other retailer brand beverage suppliers by offering its customers superior service, efficient distribution methods, manufacturing innovation, premium quality products, category management and strategies for packaging and marketing. Cott strives to maintain the quality and consistency of taste of its products through access to premium quality cola and other concentrates.

RESEARCH AND DEVELOPMENT

Cott maintains a research facility in Columbus, Georgia where new beverages are developed and customized. Cott believes that the provision of these services and the expansion of its product lines are key to innovation, and are an important part of its business strategy. During 2002, Cott spent approximately $2.8 million on product research and development, as compared with $1.9 million in 2001 and $1.5 million in 2000. The increase results primarily from the Royal Crown acquisition in July 2001.

GOVERNMENT REGULATION AND ENVIRONMENTAL MATTERS

Cott's operations and properties are subject to various federal, state, local and foreign laws and regulations. Cott cannot provide assurance that it has been or will at all times be in compliance with all regulatory requirements or that it will not incur material costs or liabilities in connection with regulatory requirements.

As a producer of beverages, Cott must comply with production, packaging, quality, labeling and distribution standards in each of the countries where it operates, including, in the United States, those of the federal Food, Drug and Cosmetic Act. Cott is also subject to various federal, state, local and foreign environmental laws and workplace regulations. These laws and regulations include, in the United States, the Occupational Safety and Health Act, the Unfair Labor Standards Act, the Clean Air Act, the Clean Water Act and laws relating to the maintenance of fuel storage tanks.

The Ontario Environmental Protection Act ("EPA") provides that a minimum percentage of a bottler's soft drink sales within specified areas in Ontario must be made in refillable containers. To comply with these requirements, Cott and many other industry participants would have to significantly increase sales in refillable containers. Cott has attempted to keep itself informed as to developments under the EPA and the regulations pertaining to soft drink containers. Based on industry and environmental organization reports, the regulations have not been actively enforced since 1991 despite the fact that they are still in effect and not amended. To Cott's knowledge, there have not been any further significant developments in this matter since then, and there has been no substantial and active movement on this issue of enforcement of the regulations by environmental groups since 1998. Based on industry and environmental organization reports, significant industry participants do not currently adhere to the guidelines set out in the regulations. In fact, the Ontario Ministry of the Environment released a report in 1997 stating that despite the unworkable nature of the EPA regulations, the regulations would be maintained pending review of further alternatives.

The EPA provides for various financial penalties for breach of the regulations that, if assessed, may be material to Cott. However, based on the foregoing, although still in existence, the regulations have not been enforced for over ten years and management does not know of any information to suggest that a change in this regard is imminent. Further, given that the non-compliance appears to be industry wide, management does not believe that any enforcement proceedings would be instituted without a transition period and therefore does not believe that such enforcement would have any immediate material financial impact on Cott.

Finally, because management believes that enforcement of the regulations is remote for the foreseeable future, no detailed analysis of the costs that would be incurred in order to comply with the regulations has been compiled. Although remote and not yet specifically quantified, capital, operational and other costs associated with compliance, which may be significant, would be accounted for if incurred.

Management believes that Cott's current practices and procedures for the control and disposition of wastes comply in all material respects with applicable laws, and with the exception of the EPA, that it is in compliance in all material respects with the existing legislation in Cott's core markets.

EMPLOYEES

As of December 28, 2002, Cott had approximately 2,798 employees, of whom an estimated 1,436 were located in the United States, 729 were located in Canada and 633 were located in the United Kingdom, Mexico and elsewhere. Cott has entered into numerous collective bargaining agreements that management believes contain terms that are typical in the beverage industry. As these agreements expire, management believes that they can be renegotiated on terms satisfactory to Cott. Cott considers its relations with employees to be good.

AVAILABLE INFORMATION

Cott's annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are available free of charge from Cott's website at www.cott.com, when such reports are available on the Securities and Exchange Commission website.

ITEM 2. PROPERTIES

Cott operates eight beverage production facilities in the United States, five of which it owns and three of which it leases, as well as the global concentrate manufacturing facility in Columbus, Georgia. Cott operates seven beverage production facilities in Canada; five of which it owns and two of which it leases. In the United Kingdom, Cott owns and operates two beverage production facilities. Cott leases and operates one beverage production facility in Mexico. Total square footage of the production facilities operated by Cott is approximately 1,629,983 in the United States including the concentrate facility; 1,004,255 in Canada; 556,000 in the United Kingdom; and 111,278 in Mexico. Lease terms for non-owned beverage production facilities expire between 2003 and 2017. The lease that expires in 2003 is for a 62,300 square foot juice production facility in Canada. Cott is currently negotiating an extension of the lease and expects that it will be extended. Cott believes that its facilities and production equipment, together with third-party manufacturing arrangements, provide sufficient capacity to meet current intended purposes, and that it will be sufficient to supply foreseeable demand from customers, even in peak months. In addition, management believes that increased demand can be met by increasing production in its facilities through increases in personnel and the number of their shifts.

ITEM 3. LEGAL PROCEEDINGS

In August 1999, Cott was named as a defendant in an action styled North American Container, Inc. v. Plastipak Packaging Inc., et al., filed in the United States District Court for the Northern District of Texas, Dallas Division. The plaintiff, North American Container, Inc., has sued over forty defendants, alleging, among other things, that Cott has infringed on their United States patent relating to plastic containers. The complaint subsequently was amended to include a Reissue Patent based on the original patent in suit. The plaintiff alleges that the infringement is willful, and seeks injunctive relief, treble damages and recovery of attorneys' fees and costs. Cott has reached an agreement with its major supplier of PET bottles in the United States to indemnify Cott for a significant portion of its costs and damages, if any. This portion is based on the supplier's pro rata share of those PET bottles supplied to Cott that Cott sold in the United States during the period in issue in the litigation, currently estimated to be at least 85%. Cott is not in a position to state the anticipated outcome of this case at this time; however, it believes that any damages that may be awarded to the plaintiff will not have a material adverse effect on Cott's financial condition or results of operations.

Cott (along with others) was named as a defendant in an action filed by Victoriatea.com, Inc., The Torimiro Corporation and Rachael F. Parray in the Supreme Court for the State of New York on May 30, 2002. The complaint seeks, among other things, unspecified compensatory damages in an amount not less than $3 million on each of six claims, punitive damages in an amount not less than $5 million and unspecified attorney's fees, costs and disbursements. The complaint alleged breach of contract, negligence, breach of implied warranties, breach of implied covenant of good faith and prima facie tort in connection with Cott's manufacture of beverages for one of the plaintiffs. On August 15, 2002, the case was removed to the U.S. District Court for the Southern District of New York. By Order dated January 10, 2003, the federal district court granted Cott's motion to dismiss the case in its entirety based on the doctrine of forum non conveniens. The time for the plaintiffs to appeal from the order dismissing their case has elapsed and no appeal has been taken.

Cott is engaged in various litigation matters in the ordinary course of its business. Cott believes that the resolution of these matters will not have a material adverse effect on its financial condition and results of operations.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of shareowners during the fourth quarter of 2002.

EXECUTIVE OFFICERS OF COTT

The following is a list of names and ages of all of Cott's executive officers as of February 28, 2003, indicating all positions and offices that each of them hold.

NAME AND MUNICIPALITY OF RESIDENCE	OFFICE	AGE	PERIOD SERVED AS OFFICER
Frank E. Weise III................ Vero Beach, Florida	Chairman, President & Chief Executive Officer	58	1998 to present
Mark Benadiba...................... Toronto, Ontario	Executive Vice-President Canada & International	49	1990 to present
Paul R. Richardson................ Sarasota, Florida	Executive Vice-President Global Procurement & U.K.	46	1994 to present
John K. Sheppard.................. Hillsborough County, Florida	Executive Vice-President President, U.S. Operations	45	2002 to present
Raymond P. Silcock................ Loveladies, New Jersey	Executive Vice-President Chief Financial Officer	52	1998 to present
Mark R. Halperin.................. Toronto, Ontario	Senior Vice-President, General Counsel & Secretary	45	1995 to present
Colin D. Walker................... London, Ontario	Senior Vice-President, Corporate Resources	45	1998 to present
Catherine M. Brennan.............. Toronto, Ontario	Vice-President, Treasurer	45	1999 to present
Tina Dell'Aquila.................. Toronto, Ontario	Vice-President, Controller & Assistant Secretary	40	1998 to present
Ivano R. Grimaldi................. Rosemere, Quebec	Vice-President, Global Procurement	45	2000 to present
Douglas P. Neary.................. Philadelphia, Pennsylvania	Vice-President, Chief Information Officer	47	2002 to present
Edmund P. O'Keeffe................ Toronto, Ontario	Vice-President, Investor Relations & Corporate Development	39	1999 to present
Prem Virmani...................... Columbus, Georgia	Vice-President, Technical Services	56	1991 to present

During the last five years, the above persons have been engaged in their principal occupations or in other executive capacities with Cott except as follows:

- in January 2002, Frank E. Weise III was elected chairman of the board of directors. Mr. Weise has been a director and president and chief executive officer of Cott since June 1998. Mr. Weise has held the position of senior vice-president of Campbell Soup Company (food products manufacturer) and president, Bakery and Confectionery Division, of Campbell Soup Company, until 1997; and chairman of Confab Inc. (feminine incontinence products manufacturer) until 1998;

- prior to January 2002, John K. Sheppard was president and chief executive officer of Service Central

Technologies, Inc. and prior to February 2000 was Vice-President, President NW European division and Vice-President, President Central European division of the Coca-Cola Company;

- prior to September 1998, Raymond P. Silcock was Chief Financial Officer of Delimex Holding Inc. (a holding company);

- prior to September 1998, Mark R. Halperin held the position of Vice President, General Counsel and Secretary and is the brother of Stephen H. Halperin, a director of the Company;

- prior to September 1998, Colin D. Walker was Senior Manager, Deloitte & Touche Consulting;

- prior to February 1999, Catherine M. Brennan was Treasurer and Senior Director, Taxation of Nabisco Ltd. (food and beverage company);

- prior to September 1998, Tina Dell'Aquila was Assistant Corporate Controller of Cott;

- prior to February 2002, Douglas P. Neary was a management consultant to Cott and various other companies and prior to June 2001, he was Chief Executive Officer of eonDigital, Inc. Prior to February 2000, he served IBM as a Global Solutions Manager;

- Edmund O'Keeffe has held several senior management positions since joining Cott in October 1994.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY AND RELATED SHAREOWNER MATTERS

Cott's common shares are listed on the Toronto Stock Exchange under the ticker symbol "BCB", and on the New York Stock Exchange under the ticker symbol "COT". Cott's common shares were first listed on the New York Stock Exchange on July 30, 2002. Prior to July 30, 2002, Cott's common shares had traded on the Nasdaq National Market under the ticker symbol "COTT".

The tables below show the high and low reported per share sales prices of common shares on the Toronto Stock Exchange (in Canadian dollars) and on Nasdaq or the New York Stock Exchange (in U.S. dollars) for the indicated periods of the years ended December 28, 2002 and December 29, 2001.

TORONTO STOCK EXCHANGE (C$)

	2002		2001	
	HIGH	LOW	HIGH	LOW
January 1 -- March 31.............	30.60	23.15	18.90	11.00
April 1 -- June 30................	33.50	26.37	18.60	13.10
July 1 -- September 30............	29.00	22.20	24.06	16.68
October 1 -- December 31..........	30.00	24.05	27.40	20.40

NASDAQ/NEW YORK STOCK EXCHANGE

	2002		2001	
	HIGH	LOW	HIGH	LOW
January 1 -- March 31.............	18.89+	14.54+	12.13+	7.25+
April 1 -- June 30	21.13+	17.32+	12.00+	8.43+
July 1 -- September 30	18.27+	14.06*	15.49+	10.95+
October 1 -- December 31..........	19.15*	15.28*	17.43+	12.85+

+ denotes reported per share sales prices on Nasdaq National Market

* denotes reported per share sales prices on the New York Stock Exchange

As of February 28, 2003, Cott had 851 shareowners of record. This number was determined from records maintained by Cott's transfer agent and it does not include beneficial owners of securities whose securities are held in the names of various dealers or clearing agencies. The closing sale price of Cott's common shares on February 28, 2003 was C$25.10 on the Toronto Stock Exchange and $16.95 on the New York Stock Exchange.

Cott has not paid cash dividends since June 1998 and it is unlikely that Cott will do so in 2003. There are certain restrictions on the payment of dividends under the term loan and credit facility and the indenture governing the 8% senior subordinated notes maturing in 2011. The most restrictive is the quarterly limitation on dividends based on the prior quarter's earnings. Cott currently can pay dividends subject to these limitations but does not intend to do so.

CALCULATION OF AGGREGATE MARKET VALUE OF NON AFFILIATE SHARES

For purposes of calculating the aggregate market value of common shares held by non-affiliates as shown on the cover page of this report, it was assumed that all of the outstanding shares were held by non-affiliates except for shares held by the THL Group and directors other than Frank E. Weise III. Frank E. Weise III is included with non-affiliates as he is also an officer. This should not be deemed to constitute an admission that any of these parties are, in fact, affiliates of Cott, or that there are not other persons who may be deemed to be affiliates. Further information concerning shareholdings of officers, directors and principal stockholders is included or incorporated by reference in Item 12: Security Ownership of Certain Beneficial Owners and Management.

ITEM 6. SELECTED FINANCIAL DATA

(in millions of U.S. dollars, except per share amounts)	DECEMBER 28, 2002(1) (52 WEEKS)	DECEMBER 29, 2001(2) (52 WEEKS)	DECEMBER 30, 2000(3) (52 WEEKS)	JANUARY 1, 2000(4) (52 WEEKS)	JANUARY 2, 1999(5) (48 WEEKS)
SALES	$ 1,198.6	$ 1,090.1	$ 990.6	$ 993.7	$ 961.9
Cost of sales	965.7	902.7	825.5	847.9	862.4
Selling, general and administrative	110.2	94.1	91.3	100.8	91.3
Unusual items	-	-	(2.1)	(1.2)	77.2
OPERATING INCOME (LOSS)	122.7	93.3	75.9	46.2	(69.0)
Income (loss) from continuing operations	58.3	39.9	26.6	21.4	(95.8)
Extraordinary item	(9.6)	-	(1.2)	-	-
Cumulative effect of changes in accounting principles	(44.8)	-	-	(2.1)	(9.9)
Discontinued operations	-	-	-	(0.8)	(3.8)
NET INCOME (LOSS)	$ 3.9	$ 39.9	$ 25.4	$ 18.5	$ (109.5)
INCOME (LOSS) PER SHARE - BASIC					
Income (loss) from continuing operations	$ 0.89	$ 0.66	$ 0.44	$ 0.35	$ (1.53)
Extraordinary item	$ (0.15)	$ -	$ (0.02)	$ -	$ -
Cumulative effect of changes in accounting principles	$ (0.69)	$ -	$ -	$ (0.03)	$ (0.16)
Discontinued operations	$ -	$ -	$ -	$ (0.01)	$ (0.05)
Net income (loss)	$ 0.06	$ 0.66	$ 0.42	$ 0.31	$ (1.74)
INCOME (LOSS) PER SHARE - DILUTED					
Income (loss) from continuing operations	$ 0.83	$ 0.58	$ 0.40	$ 0.32	$ (1.53)
Extraordinary item	$ (0.14)	$ -	$ (0.02)	$ -	$ -
Cumulative effect of changes in accounting principles	$ (0.64)	$ -	$ -	$ (0.03)	$ (0.16)
Discontinued operations	$ -	$ -	$ -	$ (0.01)	$ (0.05)
Net income (loss)	$ 0.06	$ 0.58	$ 0.38	$ 0.28	$ (1.74)
CASH DIVIDEND PER SHARE	$ -	$ -	$ -	$ -	$ 0.03
Total assets	$ 785.4	$ 1,065.4	$ 621.6	$ 589.6	$ 699.2
Current maturities of long-term debt	16.5	281.8	1.6	1.6	12.5
Long-term debt	339.3	359.5	279.6	322.0	365.2
Shareowners' equity	218.2	197.7	158.5	142.3	122.0

Consolidated financial statements in accordance with Canadian GAAP are made available to all shareowners and filed with Canadian regulatory authorities. Under Canadian GAAP, Cott reported a net

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(1) During the year, Cott acquired Premium Beverage Packers, Inc. and formed a new business in Mexico, Cott Embotelladores de Mexico, S.A. de C.V.

(2) During the year, Cott acquired certain assets of the Royal Crown Company Inc. and formed a new business with Polar Corp. Current maturities of long-term debt include the 2005 & 2007 Notes repaid on January 22, 2002 from cash held in trust.

(3) During the year, Cott acquired the assets of the private label beverage and the Vintage(TM) brand seltzer water businesses of Concord Beverage Company and completed the divestiture of its polyethylene terephthalate preform blow-molding operations.

(4) During the year, Cott completed a series of planned divestitures of non-core businesses.

(5) During the period ended January 2, 1999, Cott undertook a major restructuring and divested of its bottling operations in Norway.

income of $58.8 million in 2002, $30.2 million in 2001, and $24.4 million in 2000 compared to a net income under U.S. GAAP of $3.9 million in 2002, $39.9 million in 2001, and $25.4 million in 2000. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" below for the reasons for the significant difference between Canadian and U.S. GAAP net income.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Cott Corporation is the world's largest retailer brand soft drink supplier, with the leading take home carbonated soft drink market shares in this segment in its core markets of the U.S., Canada and the U.K.

OVERVIEW

In 2002, Cott reported strong results with a second consecutive year of record sales and a 46% increase in income from continuing operations to $58.3 million. Cott's continued focus on growth based on its four key strategies, expand the core, make acquisitions & alliances, build world class teams, and drive margins & cash flow, provided the necessary framework to achieve these results.

RECORD SALES - Cott's sales in 2002 were $1,198.6 million, 10% higher than the previous record of $1,090.1 million in 2001. The sales growth resulted from higher sales to core customers and through acquisitions. Sales to the top 10 customers in 2002, representing 71% of total sales, increased 8% over sales to these customers 2001. Acquisitions made in 2001 and 2002 resulted in $80.7 million of the $108.5 million increase in sales in 2002 compared with 2001.

ACQUISITIONS AND EQUITY INVESTMENTS - In June, Cott formed a new venture in Mexico, Cott Embotelladores de Mexico S.A. de C.V. ("CEMSA"), with Embotelladora de Puebla, S.A. de C.V. ("EPSA") in order to establish manufacturing and marketing capabilities in Mexico. Cott has a 90% interest in this venture. Also in June, Cott acquired all of the outstanding capital stock of Premium Beverage Packers, Inc. ("Wyomissing"). The Wyomissing acquisition is expected to add manufacturing strength to Cott's growing presence in the Northeast United States.

In January 2002, Cott made two equity investments to strengthen its position in the retailer brand spring water segment in Canada. On December 29, 2002, following the 2002 year end, Cott acquired the remaining interest in one of these ventures located in Revelstoke, British Columbia.

The total cost of the acquisitions and investments in 2002 was $30.6 million.

DRIVING MARGINS - In 2002, gross margin was 19.4% compared to 17.2% in 2001. Margins improved in the three core businesses, the U.S., Canada and the U.K., as a result of the integration of the 2001 acquisition of certain assets of the Royal Crown unit of Cadbury Schweppes plc ("Royal Crown") including the right to manufacture concentrates, a concentrate production plant and the Royal Crown business outside of North America and as a result of Cott's continuous cost improvement efforts across the company. The margin improvement resulting from the Royal Crown acquisition was partially offset by higher interest expense relating to the acquisition.

Cott uses continuous cost improvement programs including Six Sigma to help track and reduce operating variations and increase operating efficiency. Key performance indicators measure performance in areas such as customer service and asset utilization at each plant.

2002 VERSUS 2001

RESULTS OF OPERATIONS

Income from continuing operations in 2002 was $58.3 million or $0.83 per diluted share as compared with $39.9 million or $0.58 per diluted share in 2001. Net income for 2002 was $3.9 million or $0.06 per share, taking into account the extraordinary charge for early debt redemption and the change in accounting principle for goodwill relating to the U.K.

SALES - Sales in 2002 were $1,198.6 million compared with $1,090.1 million in 2001. Excluding the impact of the acquisitions delineated below and the K-Mart bankruptcy, sales were $1,109.2 million for 2002, an increase of 4.2% from $1,064.2 million last year. Beverage volumes increased in the existing U.S. and Canadian businesses and were partially offset by lower sales in the U.K. Acquisitions included CEMSA and Wyomissing in 2002, Royal Crown in July 2001 and the Northeast Retailer Brand LLC ("NRB") business combination in September 2001.

In the U.S., sales of $872.2 million in 2002 increased 11.9% from $779.4 million in 2001. Of the increased sales, $66.7 million was as a result of the Wyomissing acquisition and NRB business combination. U.S. sales were also impacted by the K-Mart bankruptcy in 2002 as sales to this customer decreased $17.2 million in 2002 compared with 2001. Excluding the impact of Wyomissing, NRB and K-Mart, U.S. sales of $796.8 million were up 5.7% in 2002 compared with 2001.

Sales in Canada of $171.2 million increased 4.6% from $163.7 million in 2001, driven by increased promotional activities, new product launches and retailer brand relaunches and a growing water segment in Canada.

Sales in the U.K. & International were $146.8 million in 2002 compared with $146.5 million in 2001. Of the sales increase, $6.1 million was as a result of the Royal Crown acquisition. Excluding the impact of the acquisition, sales were down $5.8 million or 4.0%, the result of SKU and customer rationalization and the emphasis on national brands by some U.K. retailers, which was partially offset by the $7.1 million impact of the strengthening U.K. pound in relation to the U.S. dollar.

GROSS PROFIT - Gross profit was 19.4% of sales for 2002 compared with 17.2% in 2001. Higher margins resulted primarily from operating efficiency improvements and the impact of acquiring the Royal Crown assets. The Royal Crown acquisition had a 1.2 percentage point positive effect on Cott's margins by significantly reducing concentrate costs. Most concentrates are manufactured internally as a result of this acquisition. The margin improvement from the Royal Crown acquisition was partially offset by the increased interest expense relating to the acquisition. Gross profit was also favorably impacted as continuous cost improvement programs were used to gain operating efficiencies across Cott plants.

Cost of sales was 80.6% of sales in 2002, 2.2 percentage points better than 2001. Variable costs represented about 90% of total cost of sales and fixed costs represented about 10%. Major components of cost of sales included ingredients and packaging costs, fees paid to third party manufacturers, logistics and freight costs and depreciation and amortization. About 85% of Cott's beverage products are manufactured in facilities it owns or leases or by third party manufacturers with whom Cott has long-term co-packing agreements.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES ("SG&A") - SG&A was $110.2 million in 2002, up $16.1 million from $94.1 million for 2001. SG&A increased as a percent of sales from 8.6% to 9.2%. Removing the impact of acquisitions and 2001 goodwill amortization, SG&A of $101.4 million was up $11.1 million from 2001. The increase reflects higher employee costs as headcount was increased to meet current and future growth in the U.S. business, incremental IT spending and one-time reorganization charges in the U.K. that were recorded in the first quarter.

INTEREST EXPENSE - Net interest expense was $32.9 million in 2002 compared with $32.2 million for 2001. Interest on the term loan to finance the Royal Crown acquisition and the NRB business combination resulted in an increase of $3.2 million. The December 2001 refinancing of senior subordinated notes maturing in 2005 and 2007 ("2005 & 2007 Notes") with 8% senior subordinated notes maturing in 2011 ("2011 Notes") lowered interest expense by $2.2 million. Interest savings in 2002 would have been higher except that Cott had to pay interest for most of the month of January on both the 2011 Notes issued in December 2001 and the 2005 & 2007 Notes repaid from funds held in trust on January 22, 2002. The refinancing lowered Cott's average interest rate on its high yield notes by one percentage point.

INCOME TAXES - Cott recorded an income tax provision of $28.9 million reflecting an effective tax rate of 32.9% as compared with $23.2 million for an effective rate of 36.8% in 2001. The decrease in the effective tax rate in 2002 principally reflects a lower statutory rate in Canada, restructuring of internal debt in the third quarter of the year and realization of the benefit of a capital loss in the first quarter. The 2001 effective tax rate was also lowered as Cott recorded a $4.4 million tax benefit relating to prior period loss carryforwards by decreasing the valuation allowance. Cott expects to be able to utilize prior period tax loss carryforwards as a result of acquisitions made in 2001.

EXTRAORDINARY ITEM - The extraordinary item of $9.6 million in 2002 represents the after tax costs of redeeming the 2005 & 2007 Notes. Costs include the early redemption penalty and the non-cash write-off of the unamortized financing fees.

CHANGE IN ACCOUNTING PRINCIPLE - On December 30, 2001, Cott adopted SFAS 142 for goodwill and intangibles acquired prior to June 30, 2001. Under this standard, goodwill and intangible assets with indefinite lives are no longer amortized but are subject to annual impairment tests based on fair values rather than net recoverable amount. An impairment test of goodwill was required upon adoption of this standard. Cott completed the impairment test of its reporting units in the first quarter under the new rules and as a consequence recorded a non-cash charge of $44.8 million to write down the entire goodwill of its U.K. business.

LIQUIDITY AND CAPITAL RESOURCES

FINANCIAL CONDITION - Operating cash flow after capital expenditures and before cash costs of the redemption of the 2005 & 2007 Notes was $60.0 million, up 4.2% from $57.6 million in 2001. The increase was attributable to higher cash from continuing operations partially offset by increased capital spending of $5.4 million over 2001.

Cott used cash from operations to reduce short-term borrowings by $12.9 million and long-term debt by $10.8 million, excluding the redemption of the 2005 & 2007 Notes. Also, in December 2002, Cott paid $19.5 million in full and final settlement of the deferred consideration on the acquisition of the Hero Drinks Group (U.K.) Limited. The amount represents the minimum guaranteed payments under the agreement adjusted for the early repayment. Cash decreased $0.6 million in the year to $3.3 million as of December 28, 2002.

CAPITAL RESOURCES - Cott's sources of capital include operating cash flows, short term borrowings under a committed revolving credit facility, issuance of public and private debt and issuance of equity securities. Management believes Cott has the financial resources to meet its ongoing cash requirements for operations and capital expenditures as well as its other financial obligations. Additional financing may be required to fund future acquisitions, should they arise.

Under the current committed revolving credit facility, Cott has access to $75.0 million in the U.S. and Canada. The credit facility matures in December 2005. The amount of the revolving credit facility can be increased by up to an additional $50 million at Cott's request provided that existing lenders or other entities willing to commit to this additional amount are identified. Cott also has a (L)10 million ($16.0 million) demand facility in the U.K.

expiring in June 2003. Cott expects to renegotiate this demand facility prior to its maturity. As of December 28, 2002, credit of $74.0 million was available in aggregate under both facilities.

INVESTING ACTIVITIES - In June 2002, Cott completed two acquisitions. First, Cott acquired both a 90% stake in a new Mexican soft drink bottling venture, CEMSA, and a 35% share in a Mexican distribution company in order to establish manufacturing and marketing capabilities in Mexico. Assets of CEMSA consist of working capital, machinery and equipment and a customer list. Second, Cott acquired all of the outstanding capital stock of Wyomissing, which was, prior to the acquisition, Cott's largest carbonated soft drinks co-packer in the U.S., to add manufacturing strength in the Northeast United States. The Wyomissing acquisition included working capital, machinery and equipment, a customer list, trademarks and goodwill.

The aggregate purchase price of these acquisitions was $28.8 million including estimated acquisition costs of $1.8 million and an equity investment of $1.0 million. Cott financed the acquisitions with borrowings under its short-term credit facility.

In January 2002, Cott made equity investments in two spring water companies totaling $1.8 million to strengthen its position in the spring water segment across Canada.

In May 2002, Cott disposed of its remaining 7.6% holding in Menu Foods Limited for cash proceeds of $2.8 million. A gain of $1.3 million was recorded on the transaction.

CAPITAL EXPENDITURES - Capital expenditures were $41.2 million in 2002 as compared with $35.8 million in 2001. Major expenditures in 2002 included $6.2 million relating to the purified drinking water filling line projects in the Tampa and San Antonio plants, $5.1 million for improvements to the Concordville, Pennsylvania plant that was acquired in October 2000 and $3.2 million for improvements to the CEMSA plant in Mexico that was acquired in June 2002. In addition, Cott spent $3.6 million to upgrade and standardize information and accounting systems in 2002. Key achievements in 2002 were the implementation of Cott's enterprise resource planning system in the Mississauga and Scoudouc facilities, both in Canada. Total capital expenditures for 2003 are anticipated to be approximately $50 million.

LONG TERM DEBT - Long-term debt as of December 28, 2002 was $355.8 million, compared with $641.3 million at the end of 2001 or $364.9 million net of the amount held in trust to repay the 2005 & 2007 Notes (repaid January 22, 2002). Long-term debt consists of $268.2 million in 2011 Notes with an aggregate principal amount of $275 million, $86.6 million in a term bank loan maturing in 2006 and $1.0 million of other debt. The term loan bears interest at prime plus 1.75% or LIBOR plus 3%, at Cott's option. This variable rate debt is repayable in a series of scheduled payments. Additional payments may be required based on Cott's 2002 and future excess cash flows. Cott must offer to the lenders an amount equal to 50% of its excess cash flow for a given year, calculated as set out in the agreement. The lenders can choose whether or not they will accept up to 50% of this repayment. The 2003 payment relating to the 2002 excess cash flow provision was $3.6 million on a calculated excess cash flow payment of $6.2 million as not all lenders chose to accept the repayment option. The weighted average interest rate on the term loan was 4.4% as of December 28, 2002 (5.4% - December 29, 2001).

The senior secured credit facility, term loan and 2011 Notes contain customary covenants, representations, warranties, indemnities and events of default for these types of instruments. The credit facility, term loan and the 2011 Notes indenture contain covenants that, among other things, restrict Cott's ability to make certain investments, incur additional indebtedness, sell assets and make distributions. Cott must also maintain certain financial ratios. Events of default under the credit facility and term loan include both covenant defaults and cross-defaults. Holders of the 2011 Notes have the right to require Cott to repurchase the 2011 Notes in the event of a change of control accompanied by a ratings downgrade.

CAPITAL STRUCTURE - In 2002, shareowners' equity increased by $20.5 million. Net income of $3.9 million, additional share capital of $8.7 million from the exercise of employee stock options including the related tax impact and $7.9 million in favorable foreign currency translation all contributed to the increase. The foreign currency translation adjustment resulted from the strengthening of the U.K. pound and the Canadian dollar compared with the U.S. dollar.

On June 27, 2002, the Thomas H. Lee Company, Paine Webber Capital and various of their related and affiliated entities converted the 4.0 million preferred shares into 6.3 million common shares. Cott has no preferred shares outstanding as of December 28, 2002.

DIVIDEND PAYMENTS - No dividends were paid in 2002. Cott does not expect to resume dividend payments to common shareowners in 2003 as it intends to use cash for future growth or debt repayment.

There are certain restrictions on the payment of dividends under the term loan and credit facility and 2011 Notes indenture. The most restrictive provision is the quarterly limitation of dividends based on the prior quarter's earnings. Cott currently can pay dividends subject to these limitations but does not intend to do so.

CONTRACTUAL OBLIGATIONS - The following chart shows the schedule of future payments under certain contracts, including debt agreements and guarantees, as of December 28, 2002:

	PAYMENTS DUE BY PERIOD				
CONTRACTUAL OBLIGATIONS	TOTAL	LESS THAN 1 YEAR	YEARS 2-3	YEARS 4-5	AFTER 5 YEARS
(in millions of U.S. dollars)					
Long-term debt	$ 362.6	$ 16.5	$ 17.5	$ 53.6	$ 275.0
Operating leases	48.8	12.7	16.7	11.3	8.1
Debt guarantees	2.0	0.4	1.0	0.6	-
	$ 413.4	$ 29.6	$ 35.2	$ 65.5	$ 283.1

In January 2002, Cott guaranteed the obligations of Iroquois West under its Loan and Security Agreement with Siemens Credit Limited. The loan will be included in Cott's consolidated debt in 2003 as a result of the acquisition of the remaining interest in Iroquois West on December 29, 2002.

Cott has agreed to loan $3.8 million (C$6.0 million) to Iroquois Water Ltd. for the purchase of equipment. The funds will be advanced to the venture in March 2003 if another lender is not found. Cott has agreed to guarantee the advance if another lender is found.

CRITICAL ACCOUNTING POLICIES

Management's discussion and analysis of its financial condition and results of operations are based on Cott's consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). Preparation of these consolidated financial statements requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The more significant areas involving the use of estimates in these financial statements include allowances for losses on accounts receivables and inventories, carrying values and lives of property, plant and equipment, goodwill, customer lists and other intangible assets, and use of operating losses for deferred taxes. Cott bases its estimates on experience and assumptions that are considered to be reasonable in the circumstances. Actual results could differ from those estimates under different assumptions or circumstances. Cott's accounting and revenue recognition policies are described in note 1 to the consolidated financial statements.

Cott does not use, nor does it expect to use, derivative financial instruments. Cott also does not engage in, nor does it expect to engage in, any form of off balance sheet financing arrangements.

NEW ACCOUNTING STANDARD

In May 2002, the Financial Accounting Standards Board issued SFAS 145 indicating that certain debt extinguishment activities do not meet the criteria for classification as extraordinary items and should no longer be classified as extraordinary items. Cott will adopt the standard in 2003. Once adopted, the comparative figures for the year ended December 28, 2002 will disclose income before income taxes and equity loss of $73.7 million, income tax expense of $24.4 million and income from continuing operations of $48.7 million or $0.75 per basic share and $0.69 per fully diluted share.

CANADIAN GAAP

Consolidated financial statements in accordance with Canadian GAAP are available to all shareowners and are filed with Canadian regulatory authorities. Under Canadian GAAP in 2002, Cott reported net income of $58.8 million and total assets of $787.1 million compared to the net income and total assets under U.S. GAAP of $3.9 million and $785.4 million, respectively. There are two primary differences between results reported under U.S. and Canadian GAAP for the year ended December 28, 2002.

First, under Canadian GAAP, the 2005 & 2007 Notes were considered discharged on December 21, 2001 when the funds to redeem the notes were transferred to the trustee. As a result, debt extinguishment costs of $10.9 million, net of a $5.2 million recovery of taxes, were recorded in 2001 under Canadian GAAP and were included in results from continuing operations. Under U.S. GAAP, the 2005 & 2007 Notes were considered discharged when they were redeemed on January 22, 2002. Extinguishment costs of $9.6 million, net of a $4.5 million recovery of taxes, were recorded as an extraordinary item in the first quarter of 2002 under U.S. GAAP. The amount of extinguishment costs differed as accrued interest from December 21, 2001 to January 22, 2002 is included in extinguishment costs under Canadian GAAP and as interest expense under U.S. GAAP.

Second, under Canadian GAAP, the impairment loss of $44.8 million relating to the change in the method for valuing goodwill was charged to opening retained earnings for 2002. Under U.S. GAAP, the impact of the change in accounting principle is recorded as a charge to net income for the year ended December 28, 2002.

Under Canadian GAAP in 2001, Cott reported net income of $30.2 million and total assets of $766.6 million compared to the net income and total assets under U.S. GAAP of $39.9 million and $1,065.4 million. The primary difference was the treatment of the discharge of the 2005 & 2007 Notes as described above.

2001 VERSUS 2000

RESULTS OF OPERATIONS

Net income for 2001 was $39.9 million or $0.58 per diluted share compared with $25.4 million or $0.38 per diluted share in 2000. Excluding the impact of an unusual item in 2000, income from continuing operations of $39.9 million in 2001 was $14.8 million or 59% higher than $25.1 million in 2000. The unusual item in 2000 was primarily attributable to the gain on sale of the polyethylene terephthalate ("PET") preform manufacturing operations in the U.K.

SALES - Sales in 2001 were $1,090.1 million compared with $990.6 million in 2000. The increase was attributable to the effect of 2001 and 2000 acquisitions as well as increased volume in the U.S. that was partially offset by lower sales in Canada and the U.K. Excluding the impact of the Royal Crown acquisition and NRB business combination in 2001 and the Concord acquisition in 2000, sales of $992.8 million for 2001 increased 1.8% from $975.7 million last year.

In the U.S., sales of $779.4 million increased 18.6% from 2000. Excluding the impact of the acquisitions, U.S. sales were up 6.8% in 2001 compared with 2000. The increase was attributable primarily to growth in sales volumes of carbonated soft drinks and reverse osmosis purified drinking water. The Concord acquisition in 2000 added $81.3 million to sales in 2001 and $14.9 million to sales in 2000. The NRB venture added $11.9 million to 2001 sales.

Sales in Canada of $163.7 million decreased 3.5% from 2000, primarily due to the weakening in the Canadian dollar compared with the U.S. dollar over the past year. Excluding the foreign exchange impact, sales increased 0.5% in this stable market.

Sales in the U.K. & International were $146.5 million in 2001, down 9.9% from $162.6 million in 2000. The Royal Crown acquisition added $3.6 million to sales in 2001. Price deflation in the grocery sector, both at the national brand and retailer brand levels, continued to impact retail grocery and wholesaler prices in the U.K. In addition, the pound sterling weakened about 5% compared with the U.S. dollar from 2000, lowering sales revenue in the U.K. Excluding the foreign exchange impact, sales decreased by $8.5 million.

GROSS PROFIT - Gross profit was 17.2% of sales for 2001 compared with 16.7% in 2000. The Royal Crown acquisition had a 0.3 percentage point positive effect on Cott's margins as Cott used up pre-acquisition concentrate inventories and started using product made in its plant. This margin improvement was offset by the increased interest expense relating to the acquisition. Gross profit was also favorably impacted by Six Sigma and continuous cost improvement programs that improved key performance indicators across the operations and by leveraging assets to lower depreciation expense as a percent of sales.

Cost of sales was 82.8% of sales in 2001, 0.5 points better than in 2000. Variable costs represented about 90% of total cost of sales in 2001 and fixed cost of sales about 10%. About 85% of Cott's beverage products were manufactured in its owned or leased facilities or by third party manufacturers with whom Cott has long-term co-packing agreements such as Premium Beverage Packers, Inc.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES ("SG&A") - SG&A was $94.1 million in 2001, up 3.1% from $91.3 million for 2000. Including the impact of acquisitions, SG&A decreased as a percent of sales from 9.2% to 8.6%. Acquisitions led to $6.7 million in additional SG&A - partially offset by reduced depreciation and amortization of existing businesses and also by lower management incentive compensation payments.

INTEREST EXPENSE - Net interest expense was $32.2 million in 2001 compared with $30.1 million for 2000. Interest on long-term debt increased $1.3 million. A $2.6 million increase from the term loan issued to fund the Royal Crown acquisition and a $0.6 million increase as both the 2011 Notes and 2005 & 2007 Notes were outstanding for part of December 2001 were offset by a $1.9 million reduction from lower average balances of non-acquisition related borrowings.

INCOME TAXES - Cott recorded an income tax provision of $23.2 million on pretax income of $63.1 million compared with $20.6 million on pretax income of $47.2 million in 2000. In 2001, Cott recorded a $4.4 million tax benefit relating to prior period loss carryforwards not previously recognized by decreasing the valuation allowance. Cott expected to be able to utilize prior period tax loss carryforwards as a result of acquisitions made in 2001.

LIQUIDITY AND CAPITAL RESOURCES

FINANCIAL CONDITION - Operating cash flow after capital expenditures was $57.6 million, down $10.0 million from $67.6 million in 2000. The decline occurred due to an increase in current income taxes in the United States and higher capital spending. Current income taxes are expected to continue to increase as the remaining tax loss carryforwards in the United States were used in 2001. While capital spending increased $11.9 million over 2000, it still remained below annual depreciation as Cott continued to stress full utilization of existing assets.

Cott used cash from operations and proceeds from debt issues to fund the Royal Crown acquisition and the NRB venture and the redemption of the 2005 & 2007 Notes. Cash decreased $3.3 million in the year to $3.9 million as of December 29, 2001.

INVESTING ACTIVITIES - In 2001, Cott completed the Royal Crown acquisition and entered into the NRB business venture with Polar Corp. The $97.6 million Royal Crown acquisition, including costs, closed on July 13, 2001. It was funded using the proceeds from a $100 million term loan entered into in July 2001. The purchased assets included $80.4 million for intellectual property including the right to manufacture concentrates, $12.0 million in working capital and property, plant and equipment and $5.2 million in goodwill. The rights acquired have benefits to Cott that extend beyond the foreseeable future and are not being amortized.

In September 2001, Cott invested $30.0 million in cash to acquire a 51% interest in NRB, the new venture with Polar Corp. The purchased assets included $54.1 million for a customer list and $4.3 million in working capital and were included in Cott's consolidated balance sheet. The minority shareowner's interest of $28.4 million was recorded as a liability. The NRB agreements contain various put and buy out rights that are common in these types of arrangements.

Proceeds from divestitures of $3.5 million relate to the 2000 disposal of the preform manufacturing operation in the U.K.

CAPITAL EXPENDITURES - Capital expenditures were $35.8 million in 2001 as compared with $23.9 million in 2000. Major expenditures in 2001 included $9.6 million to expand the capacity of the drinking water systems in Cott's Texas, Florida, North Carolina and California plants. In addition, $3.7 million was spent to upgrade and standardize information and accounting systems in 2001. A key achievement in 2001 was the implementation of Cott's enterprise resource planning system in the Concordville plant.

LONG TERM DEBT - Long-term debt as of December 29, 2001 was $641.3 million, $364.9 million net of the amount held in trust to repay the 2005 & 2007 Notes, which Cott repaid on January 22, 2002, compared with $281.2 million at the end of 2000. In July 2001, Cott borrowed $100 million on a term loan maturing in 2006, the proceeds of which were used to fund the Royal Crown acquisition. The term loan bears interest at prime plus 1.75%, payable quarterly, or LIBOR plus 3%, at Cott's option. This variable rate debt is repayable in a series of scheduled payments. Additional payments may be required based on Cott's 2002 and future excess cash flows. The outstanding balance of the term loan at December 29, 2001 was $96.5 million at a weighted average interest rate of 5.4%.

In December 2001, Cott's U.S. subsidiary issued 8% subordinated notes maturing in 2011 with an aggregate principal amount of $275 million. The 2011 Notes were issued at a discount of 2.75% and are guaranteed by Cott and certain of its U.S. subsidiaries. Interest is payable on June 15 and December 15 of each year. The proceeds from the offering, along with approximately $16.6 million borrowed under the credit facility and $13.3 million of available cash, were used to repay 2005 & 2007 Notes in January 2002. As of December 29, 2001, Cott had $297.3 million in an irrevocable trust to repay the 2005 & 2007 Notes, along with the accrued interest and prepayment penalties. The cash in trust was released on January 22, 2002 in satisfaction of the 2005 & 2007 Notes.

CAPITAL STRUCTURE - In 2001, shareowners' equity increased by $39.2 million. Net income of $39.9 million, together with $10.3 million from increased share capital due to the exercise of employee stock options including the related tax impact, was reduced by $11.0 million in adverse foreign currency translation. The foreign currency translation adjustment resulted from a weaker Canadian dollar and U.K. pound compared with the U.S. dollar.

Cott had $40.0 million in preferred shares outstanding. The preferred shares were converted into common shares on June 27, 2002 in accordance with the terms of the preferred shares.

DIVIDEND PAYMENTS - No dividends were paid in 2001. There are certain restrictions on the payment of dividends under the term loan and credit facility and 2011 Notes indenture. The most restrictive provision is the quarterly limitation of dividends based on the prior quarter's earnings.

CANADIAN GAAP

Under Canadian GAAP in 2001, Cott reported net income of $30.2 million and total assets of $766.6 million compared to the net income and total assets under U.S. GAAP of $39.9 million and $1,065.4 million. The primary difference was the treatment of the discharge of the 2005 & 2007 Notes as described above. Under Canadian GAAP in 2000, Cott reported net income of $24.4 million and total assets of $624.1 million compared to net income and total assets under U.S GAAP of $25.4 million and $621.1 million.

OUTLOOK

Cott's ongoing focus is to increase sales, market share and profitability for Cott and its customers. The carbonated soft drink industry continues to experience positive growth, especially in the U.S. Facing price competition from heavily promoted global and regional brands, Cott's major opportunity for growth depends on management's execution of its strategies and on retailers' continued commitment to their retailer brand soft drink programs.

In 2003, Cott will continue to strive to expand the business through growth with existing customers, the pursuit of new customers and channels and through new acquisitions and alliances. Cott is not able to accurately predict the success or timing of such efforts. At this point, sales are expected to grow between 9% and 11% for 2003. The majority of this growth is expected to be through existing businesses. Along with sales growth from major customers, management also believes there are significant opportunities for growth in the U.S. market as retailer brand penetration is not currently as high as in other markets. The Canadian division will focus on innovation and entry into new channels. The U.K. business is stabilizing and continued efforts are expected to further improve earnings performance. Significant growth opportunities exist in Mexico as, with a population of approximately 100 million, it is second only to the United States in per-capita consumption of soft drinks. The CEMSA plant is currently being upgraded and is expected to go into full operation in time for the 2003 summer season.

As of the date of this report, Cott expects 2003 earnings per share, on a diluted basis, to rise to between $0.90 and $0.92 and earnings before interest, taxes, depreciation and amortization ("EBITDA") for 2003 to top $185 million.

EBITDA is defined as earnings from continuing operations before interest, income taxes, depreciation, amortization and unusual items. Although it is not a recognized measure of performance under U.S. or Canadian GAAP, EBITDA is presented because it is a widely accepted financial indicator of a company's ability to incur and service indebtedness. EBITDA should not be considered an alternative to net income, nor to cash provided by operating activities nor any other indicator of performance or liquidity which have been determined in accordance with U.S. or Canadian GAAP. Cott's method of calculating EBITDA may differ from the methods used by other companies and, accordingly, Cott's EBITDA may not be comparable to similarly titled measures used by other companies.

RISKS AND UNCERTAINTIES

Risks and uncertainties include national brand pricing strategies, commitment of major customers to retailer brand programs, stability of procurement costs for items such as sweetener, packaging materials and other ingredients, the successful integration of new acquisitions, ability to protect intellectual property and fluctuations in interest rates and foreign currencies versus the U.S. dollar.

COMPETITIVE ENVIRONMENT - In comparison to the major national brand soft drink manufacturers, Cott is a relatively small participant in the industry. The main risk to Cott's sales and operating income is the highly competitive environment in which it operates. Cott faces competition from the national brands in all of its markets and from other retailer brand beverage manufacturers in the U.S. and the U.K. Cott's profitability in 2003 may be adversely affected to the extent the national brand manufacturers reduce their selling prices or increase the frequency of their promotional activities in Cott's core markets or customers do not allocate adequate shelf space for beverages supplied by Cott.

RELIANCE ON MAJOR CUSTOMERS - Sales to Cott's top customer in 2002 accounted for 40% (2001 - top two customers accounted for 50%) of the Company's total sales and sales to the top ten customers were 71% of total sales. The loss of a significant customer, or customers which in the aggregate represent a significant portion of Cott's sales, could have a material adverse effect on Cott's operating results and cash flows.

STABILITY OF PROCUREMENT COSTS - Cott is subject to commodity price risk arising from the price movement for certain commodities included as part of raw materials. Cott has a variety of suppliers for many of its materials, and it maintains long-standing relationships with many of its suppliers. Replacing key raw material suppliers may increase or decrease raw material costs. An increase could have a material adverse effect on Cott's results of operations.

Cott has long-term agreements with respect to key raw materials. The majority of the contracts allow suppliers to alter the costs they charge based on changes in commodity costs, and in some cases other factors, at certain predetermined times and subject to defined guidelines. As a result, Cott bears the risk of shifts in the market costs of these commodities. Cott does not use derivative instruments to manage this risk.

INTEGRATION OF ACQUIRED BUSINESSES - Cott has undertaken several acquisitions in the past three years and its business strategy is to continue to expand its business, in part through acquisitions. To succeed with this strategy, Cott must identify appropriate acquisition or strategic alliance candidates and then manage and integrate the acquisitions or alliances with its existing business. The anticipated efficiencies and other benefits of the acquisitions or alliances may not be realized if Cott is unable to successfully integrate the acquired businesses.

PROTECTION OF INTELLECTUAL PROPERTY - Cott's success depends, in part, on its intellectual property, including the right to manufacture its concentrate formulas. If it is unable to protect its intellectual property or competitors independently develop similar intellectual property, Cott's competitive position could be weakened.

FOREIGN EXCHANGE - Cott is exposed to changes in foreign currency exchange rates. Operations outside of the U.S. account for approximately 26% of 2002 sales and 28% of 2001 sales and are concentrated principally in the U.K. and Canada. Cott does not currently use derivative instruments to hedge foreign currency exchange rate exposure.

DEBT OBLIGATIONS AND INTEREST RATES - Cott had a net-debt to net-debt-plus-equity ratio of 63.1% as of December 28, 2002 (2001 - 66.7%) and is subject to the risks associated with this level of debt. A significant portion of cash flow will be used to make debt service payments and debt levels could limit Cott's financial flexibility and ability to obtain favorable financing for future acquisitions.

Cott is exposed to changes in interest rates with 24% of its outstanding long-term debt is subject to interest at variable rates (2001 - 26%). Cott regularly reviews the structure of its indebtedness and considers changes to its proportion of floating versus fixed rate debt through refinancing, interest rate swaps or other measures in response to the changing economic environment. Cott does not currently use derivative instruments to hedge interest rate exposure.

The information below summarizes Cott's market risks associated with debt obligations as of December 28, 2002. The table presents principal cash flows and related interest rates by year of maturity. Principal payments on the variable rate term loan are the scheduled payments under the agreement and, for 2003, the required annual payment of 50% of the previous year's excess cash flows. Variable rates disclosed represent the actual weighted average rates at December 28, 2002.

FOR THE YEAR ENDED DECEMBER 28, 2002

(in millions)	2003	2004	2005	2006	2007	THERE-AFTER	TOTAL	FAIR VALUE
DEBT								
Fixed rate	$ 0.7	$ 0.3	$ -	$ -	$ -	$ 275.0	$ 276.0	$ 291.1
Weighted average interest rate	3.7%	8.6%	-	-	-	8.0%	8.0%	
Variable rate	$ 15.8	$ 8.0	$ 9.2	$ 53.6	$ -	$ -	$ 86.6	$ 86.8
Weighted average interest rate	4.4%	4.4%	4.4%	4.4%	-	-	4.4%	

LEGAL MATTERS - Cott, along with other industry participants, is currently not in compliance with the Environmental Protection Act (Ontario) and applicable regulations thereunder (collectively the "EPA"). As the requirements under the EPA have not been actively enforced since 1991 and the non-compliance appears to be industry wide, Cott believes that the possibility of enforcement is remote and it does not believe that enforcement proceedings, if initiated, would be instituted without a transition period. As such, Cott does not believe that any enforcement would have an immediate material financial impact on its financial results. Cott has not compiled a detailed analysis of the costs of compliance as enforcement of the EPA is considered to be remote and will account for any costs of compliance, which may be significant, if incurred.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See "Debt Obligations and Interest Rates", on pages 44 and 45 of Management's Discussion and Analysis in item 7 above.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF MANAGEMENT

The accompanying consolidated financial statements have been prepared by the management of Cott in conformity with generally accepted accounting principles in the United States to reflect the financial position of Cott and its operating results. Financial information appearing throughout this Annual Report is consistent with that in the consolidated financial statements. Management is responsible for the information and representations in such consolidated financial statements, including the estimates and judgments required for their preparation.

In order to meet its responsibility, management maintains a system of internal controls including policies and procedures designed to provide reasonable assurance that assets are safeguarded and reliable financial records are maintained. Cott has contracted with Deloitte and Touche LLP to provide internal audit services including monitoring and reporting on the adequacy of and compliance with internal controls. The internal audit function reports regularly to the Audit Committee of the Board of Directors and Cott takes such actions as are appropriate to address control deficiencies and other opportunities for improvement as they are identified.

The report of PricewaterhouseCoopers LLP, Cott's independent accountants, covering their audit of the consolidated financial statements, is included in this Annual Report. Their independent audit of Cott's financial statements includes a review of internal accounting controls to the extent they consider necessary as required by generally accepted auditing standards. Cott used PricewaterhouseCoopers LLP for audit and tax compliance services in 2002 and plans to engage them only to provide these services in the future.

The Board of Directors annually appoints an Audit Committee, consisting of at least three outside directors. The Audit Committee meets with management, internal auditors and the independent accountants to review any significant accounting and auditing matters and to discuss the results of audit examinations. The Audit Committee also reviews the consolidated financial statements, the Report of Independent Accountants and other information in the Annual Report and recommends their approval to the Board of Directors.

/s/ Frank E. Weise III

Frank E. Weise III
Chairman, President & Chief
Executive Officer

/s/ Raymond P. Silcock

Raymond P. Silcock
Executive Vice President & Chief
Financial Officer

REPORT OF INDEPENDENT ACCOUNTANTS

TO THE SHAREOWNERS OF COTT CORPORATION

We have audited the consolidated balance sheets of COTT CORPORATION as of December 28, 2002 and December 29, 2001 and the consolidated statements of income, shareowners' equity and cash flows for each of the three years in the period ended December 28, 2002. These consolidated financial statements are the responsibility of Cott's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards in the United States. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of Cott as of December 28, 2002 and December 29, 2001 and the results of its operations and its cash flows for each of the three years in the period ended December 28, 2002 in accordance with generally accepted accounting principles in the United States.

As discussed in note 7 to the consolidated financial statements, Cott adopted Statement of Financial Accounting Standard 142 for goodwill and other intangibles acquired prior to June 30, 2001 on December 30, 2001.

We reported separately in our report dated January 30, 2002, in accordance with generally accepted auditing standards in Canada, to the shareowners of COTT CORPORATION on consolidated financial statements for each of the three years in the period ended December 28, 2002, prepared in accordance with generally accepted accounting principles in Canada.

/s/ PricewaterhouseCoopers LLP

Chartered Accountants
Toronto, Ontario
January 30, 2003

COTT CORPORATION
CONSOLIDATED STATEMENTS OF INCOME

(in millions of U.S. dollars, except per share amounts)

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
SALES	$ 1,198.6	$ 1,090.1	$ 990.6
Cost of sales	965.7	902.7	825.5
GROSS PROFIT	232.9	187.4	165.1
Selling, general and administrative expenses	110.2	94.1	91.3
Unusual items - note 2	-	-	(2.1)
OPERATING INCOME	122.7	93.3	75.9
Other income, net - note 3	(0.1)	(2.4)	(1.4)
Interest expense, net - note 4	32.9	32.2	30.1
Minority interest	2.1	0.4	-
INCOME BEFORE INCOME TAXES AND EQUITY LOSS	87.8	63.1	47.2
Income taxes - note 5	(28.9)	(23.2)	(20.6)
Equity loss	(0.6)	-	-
INCOME FROM CONTINUING OPERATIONS	58.3	39.9	26.6
Extraordinary item - note 6	(9.6)	-	(1.2)
Cumulative effect of change in accounting principle, net of tax - note 7	(44.8)	-	-
NET INCOME - note 8	$ 3.9	$ 39.9	$ 25.4
PER SHARE DATA - note 9			
INCOME PER COMMON SHARE - BASIC			
Income from continuing operations	$ 0.89	$ 0.66	$ 0.44
Extraordinary item	$ (0.15)	$ -	$ (0.02)
Cumulative effect of change in accounting principle	$ (0.69)	$ -	$ -
Net income	$ 0.06	$ 0.66	$ 0.42
INCOME PER COMMON SHARE - DILUTED			
Income from continuing operations	$ 0.83	$ 0.58	$ 0.40
Extraordinary item	$ (0.14)	$ -	$ (0.02)
Cumulative effect of change in accounting principle	$ (0.64)	$ -	$ -
Net income	$ 0.06	$ 0.58	$ 0.38

The accompanying notes are an integral part of these consolidated financial statements.

COTT CORPORATION
CONSOLIDATED BALANCE SHEETS

(in millions of U.S. dollars)

	DECEMBER 28, 2002	DECEMBER 29, 2001
ASSETS		
CURRENT ASSETS		
Cash	$ 3.3	$ 3.9
Cash in trust - note 6	-	297.3
Accounts receivable - note 10	136.2	122.0
Inventories - note 11	78.0	68.2
Prepaid expenses	7.2	3.4
	224.7	494.8
PROPERTY, PLANT AND EQUIPMENT - note 12	273.0	246.9
GOODWILL - note 13	77.0	114.1
INTANGIBLES AND OTHER ASSETS - note 14	210.7	209.6
	$ 785.4	$ 1,065.4
LIABILITIES		
CURRENT LIABILITIES		
Short-term borrowings - note 15	$ 21.3	$ 34.2
Current maturities of long-term debt - note 16	16.5	281.8
Accounts payable and accrued liabilities - note 17	127.3	123.1
	165.1	439.1
LONG-TERM DEBT - note 16	339.3	359.5
OTHER LIABILITIES - note 18	36.2	41.0
	540.6	839.6
MINORITY INTEREST	26.6	28.1
SHAREOWNERS' EQUITY		
CAPITAL STOCK - note 19		
Common shares - 68,559,035 (2001 - 61,319,807) shares issued	248.1	199.4
Second preferred shares, Series 1 - no shares outstanding	-	40.0
RETAINED EARNINGS	5.9	2.0
ACCUMULATED OTHER COMPREHENSIVE INCOME	(35.8)	(43.7)
	218.2	197.7
	$ 785.4	$ 1,065.4

APPROVED BY THE BOARD OF DIRECTORS

/s/ Serge Gouin Director /s/ C. Hunter Boll Director

The accompanying notes are an integral part of these consolidated financial statements.

COTT CORPORATION
CONSOLIDATED STATEMENTS OF SHAREOWNERS' EQUITY

(in millions of U.S. dollars)

	NUMBER OF COMMON SHARES (in thousands)	COMMON SHARES	PREFERRED SHARES	RETAINED EARNINGS/ (DEFICIT)	ACCUMULATED OTHER COMPREHENSIVE INCOME	TOTAL EQUITY
Balance at January 1, 2000	59,837	$189.0	$ 40.0	$(63.3)	$(23.4)	$142.3
Options exercised - note 20	31	0.1	-	-	-	0.1
Comprehensive income - note 8						
Currency translation adjustment	-	-	-	-	(9.3)	(9.3)
Net income	-	-	-	25.4	-	25.4
Balance at December 30, 2000	59,868	189.1	40.0	(37.9)	(32.7)	158.5
Options exercised, including tax benefit of $2.3 million - note 20	1,452	10.3	-	-	-	10.3
Comprehensive income - note 8						
Currency translation adjustment	-	-	-	-	(11.0)	(11.0)
Net income	-	-	-	39.9	-	39.9
Balance at December 29, 2001	61,320	199.4	40.0	2.0	(43.7)	197.7
Options exercised, including tax benefit of $2.9 million - note 20	953	8.7	-	-	-	8.7
Conversion of preferred shares into common shares - note 19	6,286	40.0	(40.0)	-	-	-
Comprehensive income - note 8						
Currency translation adjustment	-	-	-	-	7.9	7.9
Net income	-	-	-	3.9	-	3.9
Balance at December 28, 2002	68,559	$248.1	$ -	$ 5.9	$(35.8)	$218.2

The accompanying notes are an integral part of these consolidated financial statements.

COTT CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

(in millions of U.S. dollars)

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
OPERATING ACTIVITIES			
Income from continuing operations	$ 58.3	$ 39.9	$ 26.6
Depreciation and amortization	44.1	40.2	37.4
Amortization of financing fees	1.7	1.9	1.6
Deferred income taxes - note 5	9.8	9.3	20.1
Minority interest	2.1	0.4	-
Equity loss	0.6	-	-
Gain on disposal of investment	(1.3)	-	-
Other non-cash items	2.4	(0.7)	0.3
Net change in non-cash working capital from continuing operations - note 21	(16.5)	2.4	5.5
Cash provided by continuing operations	101.2	93.4	91.5
Cash cost of redemption of long-term debt - note 6	(10.6)	-	-
Cash provided by operating activities	90.6	93.4	91.5
INVESTING ACTIVITIES			
Additions to property, plant and equipment	(41.2)	(35.8)	(23.9)
Acquisitions and equity investments - note 22	(30.6)	(127.6)	(55.5)
Proceeds from disposal of businesses	-	3.5	18.9
Other	(0.5)	1.3	(1.9)
Cash used in investing activities	(72.3)	(158.6)	(62.4)
FINANCING ACTIVITIES			
Issue of long-term debt	1.0	367.4	-
Decrease (increase) in cash in trust	297.3	(297.3)	-
Payments of long-term debt	(287.2)	(7.2)	(38.7)
Payment of deferred consideration on acquisition	(19.5)	-	(2.0)
Short-term borrowings	(12.9)	(2.5)	17.5
Debt issue costs	-	(5.0)	-
Distributions to subsidiary minority shareowner	(3.9)	(0.7)	-
Issue of common shares	5.8	8.0	0.1
Other	(0.2)	-	(0.1)
Cash provided by (used in) financing activities	(19.6)	62.7	(23.2)
Net cash used in discontinued operations	-	(0.6)	(0.4)
Effect of exchange rate changes on cash	0.7	(0.2)	(0.9)
NET INCREASE (DECREASE) IN CASH	(0.6)	(3.3)	4.6
CASH, BEGINNING OF YEAR	3.9	7.2	2.6
CASH, END OF YEAR	$ 3.3	$ 3.9	$ 7.2

The accompanying notes are an integral part of these consolidated financial statements.

COTT CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

These consolidated financial statements have been prepared in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP") and using the U.S. dollar as the reporting currency, as the majority of Cott's business and the majority of its shareowners are in the United States. Consolidated financial statements in accordance with Canadian GAAP, in U.S. dollars, are available to all shareowners and are filed with various Canadian regulatory authorities.

Comparative amounts in prior years have been reclassified to conform to the financial statement presentation adopted in the current year.

BASIS OF CONSOLIDATION

The financial statements consolidate the accounts of Cott and its wholly owned and majority owned subsidiaries where it exercises control over the majority of the voting rights. All significant inter-company accounts and transactions are eliminated upon consolidation.

ESTIMATES

The preparation of these consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

INVENTORIES

Inventories are stated at the lower of cost, determined on the first-in, first-out method, or net realizable value. Returnable bottles and plastic shells are valued at the lower of cost, deposit value or net realizable value. Finished goods and work-in-process include the cost of raw materials, direct labor and manufacturing overhead costs.

PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment is stated at the lower of cost less accumulated depreciation or fair value. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Buildings	20 to 40 years
Machinery and equipment	7 to 15 years
Furniture and fixtures	3 to 10 years
Computer hardware and software	3 to 5 years
Plates and films	3 years

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cott periodically compares the carrying value of property, plant and equipment to the estimated undiscounted future cash flows that may be generated by the related assets and recognizes in net income any impairment to fair value.

GOODWILL

Goodwill represents the excess purchase price of acquired businesses over the fair value of the net assets acquired. Starting in 2002, Cott does not amortize goodwill. Goodwill was previously amortized over periods not exceeding 40 years. Cott currently compares the carrying amount of the goodwill to the fair value, at least annually, and recognizes in net income any impairment in value. Previously, it compared the carrying value to the estimated undiscounted cash flows generated by the related businesses and recognized in net income any impairment in value.

INTANGIBLES AND OTHER ASSETS

Issuance costs for credit facilities and long-term debt are deferred and amortized over the term of the credit agreement or related debt, respectively.

Rights to manufacture concentrate formulas, with all the related inventions, processes and technical expertise, are recorded as intangible assets at the cost of acquisition. The rights are not amortized as their useful lives extend indefinitely. Cott compares the carrying amount of the rights to their fair value, at least annually, and recognizes in net income any impairment in value.

Customer lists represent the cost of acquisition for the right to sell to specific customers and are amortized over 15 years. Trademarks are recorded at the cost of acquisition and are amortized over 15 years. Cott periodically compares the carrying value of the customer lists and trademarks to the estimated undiscounted future cash flows that may be generated by the related businesses and recognizes in net income any impairment to fair value.

REVENUE RECOGNITION

Cott recognizes sales at the time ownership passes to the customer. This may be upon shipment of goods or upon delivery to customer, depending on contractual terms. Sales incentives are deducted in net sales. Those requiring future volume commitments are accrued based on management's best estimates.

SHIPPING AND HANDLING COSTS

Cott records shipping and handling costs as incurred and includes these costs as a component of cost of sales.

FOREIGN CURRENCY TRANSLATION

The assets and liabilities of foreign operations, all of which are self-sustaining, are translated at the exchange rates in effect at the balance sheet dates. Revenues and expenses are translated using average exchange rates prevailing during the period. The resulting gains or losses are accumulated in the other comprehensive income account in shareowners' equity.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

TAXATION

Cott accounts for income taxes under the asset and liability method. Deferred tax assets and liabilities are recognized based on the differences between the accounting values of assets and liabilities and their related tax bases using currently enacted income tax rates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts reflected in the consolidated balance sheets for cash, cash in trust, receivables, payables, short-term borrowings, long-term debt and deferred consideration on acquisitions approximate their respective fair values, except as otherwise indicated.

COMPREHENSIVE INCOME

Comprehensive income is comprised of net income adjusted for changes in the cumulative foreign currency translation adjustment account.

NEW ACCOUNTING STANDARDS

In May 2002, the Financial Accounting Standards Board issued SFAS 145 indicating that certain debt extinguishment activities do not meet the criteria for classification as extraordinary items and will no longer be classified as extraordinary items. Cott will adopt the standard retroactively in 2003. Once adopted, the comparative figures for the year ended December 28, 2002 will disclose income before income taxes and equity loss of $73.7 million, income tax expense of $24.4 million and income from continuing operations of $48.7 million or $0.75 per basic share and $0.69 per fully diluted share.

NOTE 2 - UNUSUAL ITEMS

During the year ended December 30, 2000, Cott disposed of its preform blow molding operation in the United Kingdom and recorded a $1.7 million gain on disposal. Proceeds of disposal included deferred consideration of $4.4 million
((L)3.0 million) payable by the acquirer over the period to October 2003.

NOTE 3 - OTHER INCOME, NET

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)		
Foreign exchange loss (gain)	$ 0.7	$ (2.3)	$ (1.3)
Gain on disposal of investment in Menu Foods Limited	(1.3)	-	-
Other	0.5	(0.1)	(0.1)
	$ (0.1)	$ (2.4)	$ (1.4)

NOTE 4 - INTEREST EXPENSE, NET

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)		
Interest on long-term debt	$ 31.8	$ 32.5	$ 31.2
Other interest expense	1.7	1.3	0.9
Interest income	(0.6)	(1.6)	(2.0)
	$ 32.9	$ 32.2	$ 30.1

Interest paid during the year was approximately $38.4 million ($30.1 million - December 29, 2001; $22.8 million - December 30, 2000).

NOTE 5 - INCOME TAXES

Income (loss) before income taxes and equity loss consisted of the following:

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)		
Canada	$ (0.5)	$ 8.3	$ 4.7
Outside Canada	88.3	54.8	42.5
	$ 87.8	$ 63.1	$ 47.2

Provision for income taxes consisted of the following:

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)		
CURRENT			
Canada	$ (0.2)	$ (0.3)	$ (0.2)
Outside Canada	(18.9)	(13.6)	(0.3)
	$ (19.1)	$ (13.9)	$ (0.5)
DEFERRED			
Canada	$ (1.5)	$ (1.3)	$ (1.8)
Outside Canada	(8.3)	(8.0)	(18.3)
	$ (9.8)	$ (9.3)	$ (20.1)
PROVISION FOR INCOME TAXES	$ (28.9)	$ (23.2)	$ (20.6)

NOTE 5 - INCOME TAXES (continued)

Income taxes paid during the year were $19.0 million ($5.7 million - December 29, 2001; $2.4 million - December 30, 2000).

The following table reconciles income taxes calculated at the basic Canadian corporate rates with the income tax provision:

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)		
Income tax provision based on Canadian statutory rates	$ (33.6)	$ (26.0)	$ (20.4)
Foreign tax rate differential	1.8	1.8	2.3
Manufacturing and processing deduction	0.2	(0.1)	0.3
Decrease (increase) in valuation allowance	-	4.4	(0.8)
Adjustment for change in enacted rates	0.7	(1.5)	-
Realization of benefit on carry back of capital loss	1.8	-	-
Non-deductible items	0.8	(1.4)	(2.0)
Other	(0.6)	(0.4)	-
Provision for income taxes	$ (28.9)	$ (23.2)	$ (20.6)

During the year ended December 29, 2001, Cott made acquisitions that made it likely that it would utilize all of its tax loss carryforwards. As a result, the valuation allowance was adjusted to recognize the benefit of these loss carryforwards that had not previously been recognized.

Deferred income tax assets and liabilities were recognized on temporary differences between the financial and tax bases of existing assets and liabilities as follows:

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
DEFERRED TAX ASSETS		
Loss carryforwards	$ 19.4	$ 13.5
Liabilities and reserves	5.5	4.7
Intangible assets	-	1.4
Other	7.3	2.7
	32.2	22.3
DEFERRED TAX LIABILITIES		
Property, plant and equipment	30.5	20.2
Intangible assets	6.1	-
Other	29.1	26.3
	65.7	46.5
NET DEFERRED TAX LIABILITY	$ (33.5)	$ (24.2)

As of December 28, 2002, operating loss carryforwards of $58.0 million are available to reduce future taxable income. These losses expire as follows:

NOTE 5 - INCOME TAXES (continued)

	(in millions of U.S. dollars)
2005	$ 12.5
2006	18.7
2008	6.3
No expiry date	20.5
	$ 58.0

NOTE 6 - EXTRAORDINARY ITEM

On December 21, 2001, Cott announced its intention to redeem the senior unsecured notes maturing in 2005 and 2007 ("2005 & 2007 Notes") and placed funds sufficient to pay the face value, accrued interest and early redemption penalties of $10.6 million in an irrevocable trust. On January 22, 2002, Cott redeemed the $276.4 million remaining balance of the 2005 & 2007 Notes and paid the related accrued interest and early redemption penalties using the funds placed in trust. A charge of $9.6 million, net of a deferred tax recovery of $4.5 million, was recorded on the early extinguishment of these senior notes. The charge is comprised of the early redemption penalty of $10.6 million and the write off of the unamortized financing fees.

During the year ended December 30, 2000, Cott repaid the $30.6 million ((L)21.0 million) remaining balance of its term bank loan in the United Kingdom from cash-on-hand. A loss of $1.2 million, net of a deferred income tax recovery of $0.5 million, was recorded as an extraordinary item on the early extinguishment of this debt. The loss represented primarily the write-off of the unamortized portion of financing costs for the term loan.

NOTE 7 - CHANGES IN ACCOUNTING PRINCIPLES

Effective December 30, 2001, Cott adopted SFAS No. 142, Goodwill and Other Intangible Assets, for goodwill and other intangibles acquired prior to June 30, 2001. Cott adopted SFAS No. 142 for goodwill and other intangible assets acquired subsequent to June 30, 2001 in 2001. Under this standard, goodwill and intangible assets with indefinite lives are no longer amortized but are subject to an annual impairment test. Other intangible assets continue to be amortized over their estimated useful lives and are also tested for impairment annually.

Cott completed a goodwill impairment test as of the adoption date for the standard and determined that unamortized goodwill of $44.8 million relating to the United Kingdom reporting unit was impaired under the new rules. The impairment write down has been recorded as a change in accounting principle. No income tax recovery was recorded on the impairment write down.

NOTE 7 - CHANGES IN ACCOUNTING PRINCIPLES (continued)

The goodwill amortization charged in the consolidated statement of income in the years ended December 29, 2001 and December 30, 2000 was $3.7 million and $3.6 million, respectively. Excluding amortization of goodwill, income from continuing operations, net income, basic and fully diluted income per share for the years ended December 29, 2001 and December 30, 2000 would have been as follows:

	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)	
Income from continuing operations	$ 42.7	$ 29.4
Net income	42.7	28.2
Net income per common share - basic	0.71	0.47
Net income per common share - diluted	0.62	0.42

Cott continues to amortize intangible assets acquired prior to June 30, 2001, other than goodwill, over their estimated useful lives.

NOTE 8 - OTHER COMPREHENSIVE INCOME

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)		
Net income	$ 3.9	$ 39.9	$ 25.4
Foreign currency translation including $0.6 million impact of wind up of foreign subsidiaries (December 29, 2001 - net of $1.8 million)	7.9	(11.0)	(9.3)
	$ 11.8	$ 28.9	$ 16.1

NOTE 9 - INCOME PER COMMON SHARE

Basic net income per common share is computed by dividing net income by the weighted average number of common shares outstanding during the period. Diluted net income per share includes the effect of exercising stock options and converting the preferred shares, only if dilutive.

The following table reconciles the basic weighted average number of shares outstanding to the diluted weighted average number of shares outstanding:

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
		(in thousands)	
Weighted average number of shares outstanding - basic	65,262	60,384	59,856
Dilutive effect of stock options	2,202	2,166	454
Dilutive effect of second preferred shares	3,074	6,286	6,286
Adjusted weighted average number of shares outstanding - diluted	70,538	68,836	66,596

NOTE 10 - ACCOUNTS RECEIVABLE

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
Trade receivables	$ 125.9	$ 112.9
Allowance for doubtful accounts	(3.4)	(5.1)
Other	13.7	14.2
	$ 136.2	$ 122.0

As of December 28, 2002, other receivables include receivables from related parties of $1.1 million. These amounts are due from two equity investees, Iroquois West Bottling Ltd. ("Iroquois West") and Iroquois Water Ltd ("Iroquois Water") that were acquired during the year. Subsequent to the date of these financial statements, Cott acquired the remaining interest in Iroquois West.

NOTE 11 - INVENTORIES

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
Raw materials	$ 26.6	$ 25.3
Finished goods	41.8	35.8
Other	9.6	7.1
	$ 78.0	$ 68.2

NOTE 12 - PROPERTY, PLANT AND EQUIPMENT

	DECEMBER 28, 2002			DECEMBER 29, 2001		
	COST	ACCUMULATED DEPRECIATION	NET	COST	ACCUMULATED DEPRECIATION	NET
	(in millions of U.S. dollars)			(in millions of U.S. dollars)		
Land	$ 17.6	$ -	$ 17.6	$ 16.7	$ -	$ 16.7
Buildings	83.7	17.3	66.4	76.0	13.9	62.1
Machinery and equipment	297.9	132.7	165.2	256.6	104.5	152.1
Computer hardware and software	43.3	26.0	17.3	32.3	21.5	10.8
Furniture and fixtures	9.3	6.7	2.6	8.9	5.8	3.1
Plates and film	12.8	8.9	3.9	9.7	7.6	2.1
	$ 464.6	$ 191.6	$ 273.0	$ 400.2	$ 153.3	$ 246.9

Depreciation expense was $35.0 million ($30.5 million - December 29, 2001; $30.9 million - December 30, 2000).

NOTE 13 - GOODWILL

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
Balance at December 29, 2001	$ 114.1	$ 115.2
Impairment write down on change in accounting principle - note 7	(44.8)	-
	69.3	115.2
Acquisitions - note 22	7.7	5.2
Amortization	-	(3.7)
Foreign exchange and other	-	(2.6)
	$ 77.0	$ 114.1

NOTE 14 - INTANGIBLES AND OTHER ASSETS

	DECEMBER 28, 2002			DECEMBER 29, 2001		
	COST	ACCUMULATED AMORTIZATION	NET	COST	ACCUMULATED AMORTIZATION	NET
	(in millions of U.S. dollars)			(in millions of U.S. dollars)		
INTANGIBLES						
Not subject to amortization						
Rights	$ 80.4	$ -	$ 80.4	$ 80.4	$ -	$ 80.4
Subject to amortization						
Customer lists	108.3	13.5	94.8	103.6	6.5	97.1
Trademarks	25.7	3.7	22.0	18.9	2.2	16.7
Other	2.9	0.1	2.8	-	-	-
	136.9	17.3	119.6	122.5	8.7	113.8
	217.3	17.3	200.0	202.9	8.7	194.2
OTHER ASSETS						
Financing costs	5.6	2.3	3.3	13.5	5.4	8.1
Other	7.6	0.2	7.4	8.4	1.1	7.3
	13.2	2.5	10.7	21.9	6.5	15.4
	$ 230.5	$ 19.8	$ 210.7	$ 224.8	$ 15.2	$ 209.6

For the year ended December 28, 2002, other assets include $1.3 million due from Iroquois Water, an equity investee and related party. The investment in Iroquois Water was acquired during the year. Currently, there are no fixed terms of repayment.

Amortization expense of intangibles was $8.6 million ($5.5 million - December 29, 2001; $2.4 million - December 30, 2000). The estimated amortization expense for intangibles over the next five years is:

	(in millions of U.S.dollars)
2003	$ 9.1
2004	9.1
2005	9.1
2006	9.1
2007	9.0
	$ 45.4

NOTE 15 - SHORT-TERM BORROWINGS

Short-term borrowings include bank overdrafts and borrowings under Cott's credit facilities.

At December 28, 2002, Cott has a committed, revolving, secured credit facility of $75.0 million expiring on December 31, 2005. Accounts receivable, inventories and certain personal property of the U.S. and Canadian operations have been pledged as collateral for this facility and the $86.6 million term loan included in long-term debt. The amount of available collateral exceeds the borrowings under the two facilities. As of December 28, 2002, credit of $61.0 million was available. Borrowings under the bank credit facility bear interest at prime plus 1.25% or LIBOR plus 2.50%. An annual facility fee of 0.5% is payable on the entire line of credit. The weighted average interest rate at December 28, 2002 was 5.5% (6.0% - December 29, 2001) on this short-term credit facility.

Cott also has a $16.0 million ((L)10.0 million) demand bank credit facility in the U.K. expiring in 2003 with $13.0 million ((L)8.1 million) available as of December 28, 2002. Borrowings under this facility bear interest at prime plus 1.0% or LIBOR plus 0.75%. The interest rate at December 28, 2002 was 5.0%. There were no borrowings on this facility at December 29, 2001.

NOTE 16 - LONG-TERM DEBT

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
Senior subordinated unsecured notes at 8% due 2011 (a)	$ 268.2	$ 267.4
Senior unsecured notes at 9.375% due 2005 - note 6	-	152.4
Senior unsecured notes at 8.5% due 2007 - note 6	-	124.0
Term bank loan at prime plus 1.75% or LIBOR plus 3% with sinking fund payments and due 2006 (b)	86.6	96.5
Other	1.0	1.0
	355.8	641.3
Less current maturities	(16.5)	(281.8)
	$ 339.3	$ 359.5

NOTE 16 - LONG-TERM DEBT (continued)

(a) The 8% senior subordinated unsecured notes were issued at a discount of 2.75% on December 21, 2001. The fair value of the notes as of December 28, 2002 is estimated to be $290.1 million (December 29, 2001 - $270.2 million). The notes contain a number of financial covenants including limitations on capital stock repurchases, dividend payments and incurrence of indebtedness. Penalties exist if Cott redeems the notes prior to December 15, 2009.

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
Face value	$ 275.0	$ 275.0
Discount	(6.8)	(7.6)
	$ 268.2	$ 267.4

(b) The collateral for the term loan is described in Note 15. Starting in 2003, the term loan requires annual repayments of 50% of the previous year's excess cash flow, as defined in the agreement, in addition to the scheduled principal repayments. The estimated amount of the excess cash flow repayment for 2003 of $6.2 million has been classified as current maturities of long-term debt. The creditors have the right to refuse this repayment and, as a result, the actual payment may be lower than this amount.

(c) Long-term debt payments required in each of the next five years and thereafter are as follows:

	(in millions of U.S. dollars)
2003	$ 16.5
2004	8.3
2005	9.2
2006	53.6
2007	-
Thereafter	275.0
	$ 362.6

NOTE 17 - ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
Trade payables	$ 71.5	$ 67.6
Accrued compensation	18.5	15.7
Accrued promotion and rebates	21.6	18.2
Accrued interest	1.4	9.8
Income, sales and other taxes	6.3	5.9
Other accrued liabilities	8.0	5.9
	$ 127.3	$ 123.1

NOTE 18 - OTHER LIABILITIES

	DECEMBER 28, 2002	DECEMBER 29, 2001
	(in millions of U.S. dollars)	
Deferred income taxes - note 5	$ 33.5	$ 24.2
Deferred consideration on acquisition	-	16.8
Other	2.7	-
	$ 36.2	$ 41.0

On December 6, 2002, Cott paid $19.5 million ((L)12.3 million) in full and final settlement of the deferred consideration on the acquisition of the Hero Drinks Group (U.K.) Limited. The amount represented the minimum guaranteed payments under the agreement adjusted for early repayment. The balance as of December 29, 2001 of (L)11.6 million was the present value of the minimum guaranteed payments under the agreement. The deferred consideration was non-interest bearing and was discounted using an effective interest rate of 8.5%.

NOTE 19 - CAPITAL STOCK

The authorized capital stock of Cott consists of an unlimited number of common shares and an unlimited number of first and second preferred shares, issuable in series.

PREFERRED SHARES

The Convertible Participating Voting Second Preferred Shares, Series 1 ("second preferred shares") were convertible into that amount of common shares which is determined by dividing a conversion factor in effect at the time of conversion by a conversion value. The initial conversion factor of $10.00 was adjusted semi-annually at the rate of 2.5% for each six-month period, compounded semi-annually, with daily accrual, until July 7, 2002. From and after July 7, 2002 the conversion factor was $12.18. The conversion value was $7.75 and was subject to reduction in certain circumstances. The right of conversion could have been exercised by the preferred shareowners at any time, and by Cott at any time after July 7, 2002 or if the common shares had traded at an average closing price of not less than $13.00 during a consecutive 120 day trading period, prior to July 7, 2002.

The 4,000,000 second preferred shares were converted to 6,286,452 common shares on June 27, 2002 using a conversion factor of $12.18 and conversion value of $7.75.

Prior to conversion, these second preferred shares carried a cash dividend equal to one-half of the common share cash dividend, if any, on an as converted basis. From and after July 7, 2002, the preferred shareowners would have been entitled to receive a cumulative preferential non-cash paid-in-kind dividend, payable in additional second preferred shares, at the rate of 2.5% for each six months, compounded semi-annually, with daily accrual. The second preferred shares were also entitled to voting rights together with the common shares on an as converted basis.

NOTE 20 - STOCK OPTION PLANS

Under the 1986 Common Share Option Plan as amended on April 18, 2001, Cott has reserved 12.0 million common shares for future issuance. Options are granted at a price not less than fair value of the shares on the date of grant.

Options granted prior to April 12, 1996 and all options that were previously granted to employees with six months of service expire after five years and vest at 20% per annum over 4.5 years. Options granted on or after April 12, 1996 but before September 1, 1998 expire after ten years and vest at 25% per annum commencing on the second anniversary date of the grant. Options granted after September 1, 1998 expire after 7 years and vest at 30% per annum on the anniversary date of the grant for the first two years and the balance on the third anniversary date of the grant. Certain options granted under the plan vest monthly over a period of 24 or 36 months. Options granted after July 17, 2001 to the non-management members of the Board of Directors vest immediately. All options are non-transferrable.

NOTE 20 - STOCK OPTION PLANS (continued)

Pursuant to the SFAS No. 123, Accounting for Stock-Based Compensation, Cott has elected to account for its employee stock option plan under APB opinion No. 25, Accounting for Stock Issued to Employees. Accordingly, no compensation expense has been recognized for stock options issued under these plans. Had compensation expense for the plans been determined based on the fair value at the grant date consistent with SFAS No. 123, Cott's net income and income per common share would have been as follows:

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars, except per share amounts)		
NET INCOME (LOSS)			
As reported	$ 3.9	$ 39.9	$ 25.4
Pro forma	(1.5)	36.3	22.6
NET INCOME (LOSS) PER SHARE - BASIC			
As reported	0.06	0.66	0.42
Pro forma	(0.02)	0.60	0.38
NET INCOME (LOSS) PER SHARE - DILUTED			
As reported	0.06	0.58	0.38
Pro forma	(0.02)	0.53	0.34

The pro forma compensation expense has been tax effected to the extent it relates to stock options granted to employees in jurisdictions where the related benefits are deductible for income tax purposes. Prior periods have been restated to reflect the current year's presentation.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions:

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
Risk-free interest rate	3.8% - 4.7%	4.4% - 5.5%	5.7% - 6.5%
Average expected life (years)	4	4	4
Expected volatility	45.0%	50.0%	50.0%
Expected dividend yield	-	-	-

NOTE 20 - STOCK OPTION PLANS (continued)

Option activity was as follows:

	DECEMBER 28, 2002		DECEMBER 29, 2001		DECEMBER 30, 2000	
	SHARES	WEIGHTED-AVERAGE EXERCISE PRICE (C$)	SHARES	WEIGHTED-AVERAGE EXERCISE PRICE (C$)	SHARES	WEIGHTED-AVERAGE EXERCISE PRICE (C$)
Balance - at beginning	4,752,845	$ 11.63	5,247,660	$ 9.12	5,205,060	$ 9.55
Granted	1,476,000	$ 28.98	1,346,000	$ 17.09	878,000	$ 8.24
Exercised	(952,776)	$ 9.60	(1,451,465)	$ 8.57	(30,950)	$ 7.37
Cancelled	(291,729)	$ 12.15	(389,350)	$ 8.15	(804,450)	$ 11.01
Balance - at end	4,984,340	$ 16.90	4,752,845	$ 11.63	5,247,660	$ 9.12
Weighted average fair value of options granted during the year		$ 11.20		$ 8.46		$ 3.60

Outstanding options at December 28, 2002 are as follows:

	OPTIONS OUTSTANDING			OPTIONS EXERCISABLE	
RANGE OF EXERCISE PRICES (C$)	NUMBER OUTSTANDING	REMAINING CONTRACTUAL LIFE	WEIGHTED AVERAGE EXERCISE PRICE (C$)	NUMBER EXERCISABLE	WEIGHTED AVERAGE EXERCISE PRICE (C$)
$ 4.75 - $ 9.90	1,980,190	4.5	8.61	1,758,744	8.65
$ 10.80 - $ 16.10	362,350	4.6	13.37	338,850	13.40
$ 16.68 - $ 20.85	1,213,800	5.5	17.16	462,696	17.08
$ 23.60 - $ 31.77	1,428,000	6.4	29.08	5,000	23.99
	4,984,340	5.3	16.90	2,565,290	10.82

NOTE 21 - NET CHANGE IN NON-CASH WORKING CAPITAL

The changes in non-cash working capital components from continuing operations, net of effects of acquisitions and divestitures of businesses and unrealized foreign exchange gains and losses, are as follows:

	FOR THE YEARS ENDED		
	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S. dollars)		
Decrease (increase) in accounts receivable	$ (5.4)	$ (12.7)	$ (4.4)
Decrease (increase) in inventories	(3.5)	1.7	2.1
Decrease (increase) in prepaid expenses	0.2	(1.4)	0.1
Increase (decrease) in accounts payable and accrued liabilities	(7.8)	14.8	7.7
	$ (16.5)	$ 2.4	$ 5.5

NOTE 22 - ACQUISITIONS AND EQUITY INVESTMENTS

All acquisitions have been accounted for using the purchase method, and accordingly, the results of operations are included in Cott's consolidated statements of income from the effective dates of purchase, except as otherwise indicated.

The total purchase prices of the acquisitions and equity investments were allocated as follows based on the fair value of the net assets:

	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
	(in millions of U.S dollars)		
Current assets	$ 11.8	$ 14.0	$ 12.0
Property, plant & equipment	14.0	5.0	10.1
Rights	-	80.4	-
Customer list	4.8	54.1	25.0
Trademark	6.8	-	18.0
Goodwill	7.7	5.2	15.4
Other assets	3.0	-	-
Equity investments	2.8	-	-
	50.9	158.7	80.5
Current liabilities	12.8	2.7	7.1
Deferred taxes and other liabilities	7.1	-	-
Minority interest	0.4	28.4	-
PURCHASE PRICE	$ 30.6	$ 127.6	$ 73.4

YEAR ENDED DECEMBER 28, 2002

Effective June 21, 2002, Cott formed a new venture in Mexico, Cott Embotelladores de Mexico S.A. de C.V. ("CEMSA"), with Embotelladora de Puebla, S.A. de C.V. ("EPSA") in order to establish manufacturing and marketing capabilities in Mexico. Cott acquired a 90% interest in this new venture. EPSA has the remaining 10% interest. The purchase price was allocated to working capital, machinery and equipment and customer list.

Effective June 25, 2002, Cott acquired all of the outstanding capital stock of Premium Beverage Packers, Inc. ("Wyomissing"). Wyomissing's assets included working capital, machinery and equipment, a customer list, trademarks and goodwill. The acquisition is expected to add manufacturing strength to Cott's growing presence in the Northeast United States.

The total purchase price for both acquisitions was $28.8 million, including estimated acquisition costs of $1.8 million and an equity investment of $1.0 million for a 35% share of a Mexican distribution company and before working capital adjustments. The acquisitions were funded from borrowings on Cott's short-term credit facility. The goodwill recognized on the transactions is not deductible for tax purposes.

In January 2002, Cott made equity investments in two spring water companies, Iroquois Water and Iroquois West, totalling $1.8 million to strengthen its position in the spring water segment across Canada. Subsequent to the date of these financial statements, Cott acquired the remaining interest in Iroquois West.

NOTE 22 - ACQUISITIONS AND EQUITY INVESTMENTS (continued)

YEAR ENDED DECEMBER 29, 2001

Effective July 19, 2001, Cott completed an acquisition of certain assets of Royal Crown Company Inc. ("Royal Crown"). The purchased assets included intellectual property, licenses and permits, equipment, working capital, and the manufacturing facility used by Royal Crown in the production of concentrate. Cott intends to use the concentrate assets to produce all of its concentrate requirements previously produced for Cott by Royal Crown. In addition, Cott also acquired the Royal Crown international business, which encompasses the Royal Crown branded business outside the United States, Canada, Mexico and certain U.S. territories. The total purchase price was $95.5 million, excluding acquisition costs of $2.1 million. Cott funded the acquisition with proceeds from the term loan described in note 16.

Of the purchase price, $80.4 million was assigned to the rights to manufacture its concentrates, with all inventions, processes, technologies, technical and manufacturing information and know how related to the manufacture of concentrates. These rights are not subject to amortization. The goodwill recognized on this transaction is expected to be fully deductible for tax purposes.

Effective September 25, 2001, Cott formed a new business with Polar Corp. ("Polar"), the leading independent retailer-brand beverage supplier in New England, to enhance its position and customer base in the northeast United States. Cott invested $29.5 million in cash, excluding acquisition costs of $0.5 million, in Northeast Retailer Brands LLC ("LLC") through a wholly-owned subsidiary. Cott has a 51% ownership interest in the LLC, and Polar, together with its wholly-owned subsidiary, has a 49% interest.

YEAR ENDED DECEMBER 30, 2000

Effective October 2000, Cott acquired substantially all the assets and assumed certain obligations of the private label beverage and Vintage (TM) brand seltzer water businesses of the Concord Beverage Company, a retailer brand soft drink manufacturing operation in the northeast United States. The acquisition price was $72.8 million, excluding acquisition costs of $0.6 million, $34.4 million of which was paid from cash-on-hand. The balance was financed through Cott's existing bank credit facilities and two promissory notes payable to the seller totaling $17.9 million, bearing interest at 7% per annum and due one year from the acquisition date. The goodwill recognized on this transaction is expected to be fully deductible for tax purposes.

The following unaudited pro forma information for the year ended December 30, 2000 presents the consolidated results of operations of Cott as if the acquisition of Concord had occurred as of January 2, 2000. Pro forma information does not include benefits from the anticipated synergies resulting from the acquisition.

	SALES	INCOME FROM CONTINUING OPERATIONS	NET INCOME	NET INCOME PER SHARE BASIC	NET INCOME PER SHARE DILUTED
	(in millions of U.S. dollars, except per share amounts)				
DECEMBER 30, 2000					
As reported	$ 990.6	$ 26.6	$ 25.4	$ 0.42	$ 0.38
Pro forma	1,055.2	24.8	23.6	0.39	0.35

NOTE 23 - BENEFIT PLANS

Cott maintains primarily defined contribution pension plans covering qualifying employees in the United States, Canada and the United Kingdom. The total expense with respect to these plans was $4.2 million for the year ended December 28, 2002 ($3.3 million - December 29, 2001; $2.5 million - December 30, 2000).

NOTE 24 - COMMITMENTS AND CONTINGENCIES

a) Cott leases buildings, machinery & equipment, computer hardware & software and furniture & fixtures. The minimum annual payments under operating leases are as follows:

	(in millions of U.S. dollars)
2003	$ 12.7
2004	9.4
2005	7.3
2006	6.4
2007	4.9
Thereafter	8.1
	$ 48.8

Operating lease expenses were:

	(in millions of U.S. dollars)
Year ended December 28, 2002	$ 11.9
Year ended December 29, 2001	9.7
Year ended December 30, 2000	9.9

b) As of December 28, 2002, Cott had commitments for capital expenditures of approximately $5.2 million.

c) Cott is subject to environmental legislation in jurisdictions in which it carries on business. Cott anticipates that environmental legislation may become more restrictive but at this time is not in a position to assess the impact of future potential legislation. Cott, along with other industry participants, is currently not in compliance with the Environmental Protection Act (Ontario) and applicable regulations thereunder (collectively the "EPA"). As the requirements under the EPA have not been actively enforced since 1991 and the non-compliance appears to be industry-wide, Cott believes that the possibility of enforcement is remote and it does not believe that enforcement proceedings, if initiated, would be instituted without a transition period. As such, Cott does not believe that any enforcement would have an immediate material financial impact on its financial results. Cott has not compiled a detailed analysis of the costs of compliance as enforcement of the EPA is considered to be remote and will account for any costs of compliance, which may be significant, if incurred.

d) Cott is subject to various claims and legal proceedings with respect to matters such as governmental regulations, income taxes, and other actions arising out of the normal course of business. Management believes that the resolution of these matters will not have a material adverse effect on Cott's financial position or results from operations.

NOTE 24 - COMMITMENTS AND CONTINGENCIES (continued)

e) In January 2002, Cott guaranteed the obligations of Iroquois West under its Loan and Security Agreement with Siemens Credit Limited. The loan is secured by the equipment of Iroquois West and expires in December 2006. The guarantee is not limited to payment of all sums presently and hereafter owing under this agreement. As of December 28, 2002, the outstanding obligation was $2.0 million (C$3.1 million). The loan will be included in Cott's consolidated debt in 2003 as a result of the acquisition of the remaining interest in Iroquois West on December 29, 2002.

Cott has $2.1 million in standby letters of credit outstanding as of December 28, 2002.

NOTE 25 - SEGMENT REPORTING

Cott produces, packages and distributes retailer brand and branded bottled and canned soft drinks to regional and national grocery, mass-merchandise and wholesale chains in the United States, Canada and the United Kingdom & International. The Mexican acquisitions of June 2002 and the concentrate assets acquired in July 2001, including the related results of operations, have been included in the Corporate & Other Segment from their respective acquisition dates. For comparative purposes, the segmented information for prior periods has been restated to conform to the way Cott currently manages its beverage business by geographic segments as described below:

BUSINESS SEGMENTS

FOR THE YEAR ENDED DECEMBER 28, 2002	UNITED STATES	CANADA	UNITED KINGDOM & INTERNATIONAL	CORPORATE & OTHER	TOTAL
			(in millions of U.S. dollars)		
External sales	$ 872.2	$ 171.2	$ 146.8	$ 8.4	$ 1,198.6
Intersegment sales	0.8	27.6	0.1	(28.5)	-
Depreciation and amortization	29.4	6.3	6.7	1.7	44.1
Operating income (loss)	110.2	17.9	3.9	(9.3)	122.7
Property, plant and equipment	155.4	43.8	60.7	13.1	273.0
Goodwill, intangibles and other assets	170.8	20.0	5.1	91.8	287.7
Total assets	452.8	107.9	152.8	71.9	785.4
Additions to property, plant and equipment	22.8	3.6	2.6	12.2	41.2

NOTE 25 - SEGMENT REPORTING (continued)

FOR THE YEAR ENDED DECEMBER 29, 2001	UNITED STATES	CANADA	UNITED KINGDOM & INTERNATIONAL	CORPORATE & OTHER	TOTAL
	(in millions of U.S. dollars)				
External sales	$ 779.4	$ 163.7	$ 146.5	$ 0.5	$ 1,090.1
Intersegment sales	1.7	16.1	0.6	(18.4)	-
Depreciation and amortization	25.0	6.6	7.7	0.9	40.2
Operating income (loss)	89.7	17.6	(3.3)	(10.7)	93.3
Property, plant and equipment	131.7	44.9	59.0	11.3	246.9
Goodwill, intangibles and other assets	158.7	17.2	51.6	96.2	323.7
Total assets	520.0	97.3	201.0	247.1	1,065.4
Additions to property, plant and equipment	24.4	5.2	4.1	2.1	35.8
Property, plant and equipment, acquired	-	-	-	5.0	5.0
Goodwill acquired	-	-	5.2	-	5.2
Intangibles acquired	54.1	-	-	80.4	134.5

FOR THE YEAR ENDED DECEMBER 30, 2000	UNITED STATES	CANADA	UNITED KINGDOM & INTERNATIONAL	CORPORATE & OTHER	TOTAL
	(in millions of U.S. dollars)				
External sales	$ 657.3	$ 169.7	$ 162.6	1.0	$ 990.6
Intersegment sales	4.0	12.8	-	(16.8)	-
Depreciation and amortization	20.6	7.8	8.5	0.5	37.4
Operating income (loss) before unusual items	63.6	17.1	4.8	(11.7)	73.8
Unusual items	(0.2)	-	(1.7)	(0.2)	(2.1)
Property, plant and equipment	126.3	48.7	64.8	5.2	245.0
Goodwill, intangibles and other assets	112.6	18.9	50.4	12.3	194.2
Total assets	427.5	143.7	157.5	(107.1)	621.6
Additions to property, plant and equipment	16.5	3.0	3.9	0.5	23.9
Property, plant and equipment acquired	10.1	-	-	-	10.1
Goodwill acquired	15.4	-	-	-	15.4
Intangibles acquired	43.0	-	-	-	43.0

NOTE 25 - SEGMENT REPORTING (continued)

Intersegment sales and total assets under the Corporate & Other caption include the elimination of intersegment sales, receivables and investments.

For the year ended December 28, 2002, sales to a major customer accounted for 40% of Cott's total sales. For the year ended December 29, 2001, sales to two major customers accounted for 39% and 11%, respectively of Cott's total sales (35% and 13% - December 30, 2000).

Credit risk arises from the potential default of a customer in meeting its financial obligations with Cott. Concentrations of credit exposure may arise with a group of customers which have similar economic characteristics or that are located in the same geographic region. The ability of such customers to meet obligations would be similarly affected by changing economic, political or other conditions.

COTT CORPORATION
QUARTERLY FINANCIAL INFORMATION

(Unaudited, in millions of U.S. dollars, except per share amounts)

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	TOTAL
YEAR ENDED DECEMBER 28, 2002					
Sales	$ 250.0	$ 329.5	$ 338.8	$ 280.3	$1,198.6
Cost of sales	203.9	262.4	272.1	227.3	965.7
Selling, general and administrative	27.7	28.3	27.6	26.6	110.2
Operating income	18.4	38.8	39.1	26.4	122.7
Income from continuing operations	7.6	19.2	19.8	11.7	58.3
Extraordinary item	(9.6)	-	-	-	(9.6)
Cumulative effect of change in accounting principle	(44.8)	-	-	-	(44.8)
Net income	$ (46.8)	$ 19.2	$ 19.8	$ 11.7	$ 3.9
Per share data:					
Income per common share - basic					
Income from continuing operations	$ 0.12	$ 0.31	$ 0.29	$ 0.17	$ 0.89
Net income	$ (0.76)	$ 0.31	$ 0.29	$ 0.17	$ 0.06
Income per common share - diluted					
Income from continuing operations	$ 0.11	$ 0.27	$ 0.28	$ 0.17	$ 0.83
Net income	$ (0.76)	$ 0.27	$ 0.28	$ 0.17	$ 0.06
YEAR ENDED DECEMBER 29, 2001					
Sales	$ 229.0	$ 305.6	$ 302.5	$ 253.0	$1,090.1
Cost of sales	192.9	251.0	252.1	206.7	902.7
Selling, general and administrative	23.1	25.6	24.2	21.2	94.1
Operating income	13.0	29.0	26.2	25.1	93.3
Net income	$ 5.1	$ 14.5	$ 11.1	$ 9.2	$ 39.9
Per share data:					
Income per common share - basic					
Net income	$ 0.09	$ 0.24	$ 0.18	$ 0.15	$ 0.66
Income per common share - diluted					
Net income	$ 0.07	$ 0.21	$ 0.16	$ 0.13	$ 0.58

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. EXECUTIVE OFFICERS AND DIRECTORS

The information required by this item regarding directors is incorporated by reference to, and will be contained in, the "Election of Directors" section of the definitive proxy statement, which will be filed within 120 days after December 28, 2002. The information required by this item regarding executive officers appears as the Supplementary Item in Part I.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

The information required by this item is incorporated by reference to, and will be contained in, the "Section 16(a) Beneficial Ownership Reporting Compliance" section of the definitive proxy statement, which will be filed within 120 days after December 28, 2002.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to, and will be contained in, the "Executive Compensation" section of the definitive proxy statement, which will be filed within 120 days after December 28, 2002.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this item is incorporated by reference to, and will be contained in, the "Voting Shares and Principal Owners," the "Security Ownership for Directors and Officers" and "Equity Compensation Plan Information" sections of the definitive proxy statement, which will be filed within 120 days after December 28, 2002.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this item is incorporated by reference to, and will be contained in, the "Certain Relationships and Related Transactions" section of the definitive proxy statement, which will be filed within 120 days after December 28, 2002.

ITEM 14. CONTROLS AND PROCEDURES

Cott's Chief Executive Officer and Chief Financial Officer have concluded that its disclosure controls and procedures (as defined in Exchange Act Rules 13a-14(c) and 15d - 14(c)) are effective, based on their evaluation of these controls and procedures within 90 days of the date of this report. There have been no significant changes in Cott's internal controls or in other factors that could significantly affect these controls subsequent to the date of their evaluation.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

1. FINANCIAL STATEMENTS:

The consolidated financial statements are included in Item 8 of this annual report on Form 10-K.

2. FINANCIAL STATEMENT SCHEDULES:

Report of Independent Accountants

Schedule II -- Valuation and Qualifying Accounts

Schedule III -- Consolidating Financial Statements

All other schedules called for by the applicable SEC accounting regulations are not required under the related instructions or are inapplicable and, therefore, have been omitted.

3. EXHIBITS:

NUMBER	DESCRIPTION
2.1 +	Asset Purchase Agreement by and between Concord Beverage Company and Concord Beverage LP, dated as of October 18, 2000 (incorporated by reference to Exhibit 2.1 to Cott's Form 8-K dated as of October 18, 2000).
2.2 +	Agreement of Sale by and between Concord Beverage Company and Concord Beverage LP, dated as of October 18, 2000 (incorporated by reference to Exhibit 2.2 to Cott's Form 8-K dated as of October 18, 2000).
2.3	Acquisition Agreement, dated November 20, 1997, among Cott UK Limited, Cott Corporation and the several persons listed in Schedule 1 to the Agreement relating to the acquisition of Hero Drinks Group (U.K.) Limited (incorporated by reference to Exhibit 10.2 to Cott's Form 10-K dated March 31, 2000).
2.4	(*) Asset Acquisition and Facility Use Agreement, dated April 13, 2000, between BCB USA Corp. (since renamed "Cott Beverages Inc.") and Schmalbach-Lubeca Plastic Containers USA, Inc. relating to the sale of the PET preform blow molding operation (incorporated by reference to Exhibit 10.1 to Cott's Form 10-Q dated May 16, 2000).
2.5 +	(*) Asset Purchase Agreement by and among Royal Crown Company, Inc., Cott Corporation and BCB USA Corp. (since renamed "Cott Beverages Inc.") dated as of June 13, 2001 (incorporated by reference to Exhibit 2.1 to Cott's Form 8-K dated July 19, 2001).
3.1	Articles of Incorporation of Cott (incorporated by reference to Exhibit 3.1 to Cott's Form 10-K dated March 31, 2000).
3.2	By-laws of Cott (incorporated by reference to Exhibit 3.2 to Cott's Form 10-K dated March 8, 2002).

NUMBER	DESCRIPTION
4.1	Subscription Agreement dated as of June 12, 1998 for Cott's (as issuer) Convertible Participating Voting Second Preferred Shares, Series 1 (incorporated by reference to Exhibit 4.2 to Cott's Form 10-K dated March 31, 2000).
4.2	Letter Agreement dated as of November 3, 1999, regarding standstill provisions between Cott and the Thomas H. Lee Company (incorporated by reference to Exhibit 4.3 to Cott's Form 10-K dated March 31, 2000).
4.3	Indenture dated as of December 21, 2001, between Cott (as issuer) and HSBC Bank USA (as trustee) (incorporated by reference to Exhibit 4.3 to Cott's Form 10-K dated March 8, 2002).
4.4	Registration Rights Agreement dated as of December 21, 2001, among Cott Beverages Inc., the Guarantors named therein and Lehman Brothers Inc., BMO Nesbitt Burns Corp. and CIBC World Markets Corp. (incorporated by reference to Exhibit 4.4 to Cott's Form 10-K dated March 8, 2002).
10.1	(*) Termination Agreement, dated November 1, 1999, between Cott Beverages USA, Inc. (now "Cott Beverages Inc.") and Premium Beverages Packers, Inc, (incorporated by reference to Exhibit 10.1 to Cott's Form 10-K dated March 31, 2000).
10.2	(*) Supply Agreement, dated December 21, 1998, between Wal-Mart Stores, Inc. and Cott Beverages USA, Inc. (now "Cott Beverages Inc.") (incorporated by reference to Exhibit 10.3 to Cott's Form 10-K dated March 31, 2000).
10.3	(**) Employment Agreement of Frank E. Weise III dated June 11, 1998 (incorporated by reference to Exhibit 10.5 to Cott's Form 10-K dated March 31, 2000), as amended July 3, 2001 (incorporated by reference to Exhibit 10.2 of Cott's Form 10-Q for the period ended June 30, 2001), as amended and restated as of December 10, 2002 (filed herewith).
10.4	(**) Employment Agreement of Mark Benadiba dated October 7, 1997, as amended December 19, 1997 (incorporated by Reference to Exhibit 10.7 to Cott's Form 10-K dated March 31, 2000), as amended September 25, 2000 (incorporated by reference to Exhibit 10.6 to Cott's Form 10-K dated March 7, 2001) and as further amended October 25, 2002 (filed herewith).
10.5	(**) Employment Agreement of Paul R. Richardson dated August 23, 1999 (incorporated by reference to Exhibit 10. 8 to Cott's Form 10-K dated March 31, 2000), as amended February 18, 2002 (incorporated by reference to Exhibit 10.5 to Cott's Form 10-K dated March 8, 2002).
10.6	(**) Employment Agreement of Raymond P. Silcock dated August 17, 1998 (incorporated by reference to Exhibit 10.9 to Cott's Form 10-K dated March 31, 2000).
10.7	(**) Employment Agreement of John K. Sheppard dated December 21, 2001 (filed herewith).
10.8	(**) Amended 1999 Executive Incentive Share Compensation Plan effective January 3, 1999 (incorporated by reference to Exhibit 10.6 to Cott's Form 10-K dated March 7, 2001).

NUMBER	DESCRIPTION
10.9	(**) 2000 Executive Incentive Share Compensation Plan Effective January 2, 2001 (incorporated by reference to Exhibit 10.6 to Cott's Form 10-K dated March 7, 2001).
10.10	(**) 2001 Executive Incentive Share Compensation Plan Effective January 2, 2002 (incorporated by reference to Exhibit 10.10 to Cott's Form 10-K dated March 8, 2002).
10.11	(**) 2002 Executive Incentive Share Compensation Plan effective January 2, 2003 (filed herewith).
10.12	(**) Second Canadian Employee Share Purchase Plan effective January 2, 2001 (incorporated by reference to Exhibit 10.6 to Cott's Form 10-K dated March 7, 2001).
10.13	(*) Credit Agreement dated as of July 19, 2001 between BCB USA Corp. (since renamed "Cott Beverages Inc."), Cott Corporation and the several lenders, Lehman Brothers Inc., First Union National Bank, Bank of Montreal and Lehman Commercial Paper, Inc. (incorporated by reference to Exhibit 10.1 to Cott's Form 8-K dated July 19, 2001), as amended December 13, 2001 and December 19, 2001 (incorporated by reference to Exhibit 10.13 to Cott's Form 10-K dated March 8, 2002).
13.1	Annual Report to Shareowners for the year ended December 28, 2002 (filed herewith).
21.1	List of Subsidiaries of Cott (filed herewith).
23.1	Consent of Independent Accountants (filed herewith).

\+ In accordance with Item 601(b)(2) of Regulation S-K, the exhibits to this Exhibit have been omitted and a list briefly describing those exhibits is contained in the Exhibit. The Registrant will furnish a copy of any omitted exhibit to the Commission upon request.

(*) Document is subject to request for confidential treatment.

(**) Indicates a management contract or compensatory plan.

4. REPORTS ON FORM 8-K

On November 13, 2002, Cott furnished a current report on Form 8-K, dated November 12, 2002, providing the certificate of Cott's president and chief executive officer and Cott's executive vice president and chief financial officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

REPORT OF INDEPENDENT ACCOUNTANTS ON FINANCIAL STATEMENT SCHEDULES

To the Board of Directors of
COTT CORPORATION

Our audits of the consolidated financial statements referred to in our report dated January 30, 2003 appearing on page 47 of this annual report on Form 10-K also included an audit of the financial statement schedules listed in Item 15(2) of this Form 10-K. In our opinion, these financial statement schedules present fairly, in all material respects, the information set forth therein when read in conjunction with the consolidated financial statements.

/s/ PricewaterhouseCoopers LLP

Chartered Accountants
Toronto, Ontario
January 30, 2003

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

/s/ Frank E. Weise III

Frank E. Weise III
Chairman, President and Chief Executive Officer

Date: March 5, 2003

Pursuant to the requirements of Section 13 or 15(d) 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.

/s/ Frank E. Weise III Frank E. Weise III	Chairman, President and Chief Executive Officer (Principal Executive Officer)	Date: March 5, 2003
/s/ Raymond P. Silcock Raymond P. Silcock	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	Date: March 5, 2003
/s/ Tina Dell'Aquila Tina Dell'Aquila	Vice President, Controller and Assistant Secretary (Principal Accounting Officer)	Date: March 5, 2003
/s/ Serge Gouin Serge Gouin	Director	Date: March 5, 2003
/s/ Colin J. Adair Colin J. Adair	Director	Date: March 5, 2003
/s/ W. John Bennett W. John Bennett	Director	Date: March 5, 2003
/s/ C. Hunter Boll C. Hunter Boll	Director	Date: March 5, 2003

/s/ Thomas M. Hagerty -- Thomas M. Hagerty	Director	Date: March 5, 2003
/s/ Stephen H. Halperin -- Stephen H. Halperin	Director	Date: March 5, 2003
/s/ David V. Harkins -- David V. Harkins	Director	Date: March 5, 2003
/s/ Christine A. Magee -- Christine A. Magee	Director	Date: March 5, 2003
/s/ Donald G. Watt -- Donald G. Watt	Director	Date: March 5, 2003

CERTIFICATIONS PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002.

I, Frank E. Weise, III, certify that:

1. I have reviewed this annual report on Form 10-K of Cott Corporation;

2. Based on my knowledge, this annual 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 annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 5, 2003

/s/ Frank E. Weise III

Frank E. Weise III
Chairman, President and Chief Executive Officer

I, Raymond P. Silcock, certify that:

1. I have reviewed this annual report on Form 10-K of Cott Corporation;

2. Based on my knowledge, this annual 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 annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

(a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

(b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

(c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

(a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 5, 2003

/s/ Raymond P. Silcock

Raymond P. Silcock
Executive Vice-President and Chief Financial Officer

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS

	YEAR ENDED DECEMBER 28, 2002				
DESCRIPTION	BALANCE AT BEGINNING OF YEAR	CHARGED TO COSTS AND EXPENSES	CHARGED TO OTHER ACCOUNTS	DEDUCTION	BALANCE AT END OF YEAR
RESERVES DEDUCTED IN THE BALANCE SHEET FROM THE ASSETS TO WHICH THEY APPLY					
Allowances for losses on:					
Accounts receivables.................	$ (5.1)	$ (1.6)	$ 1.3	$ 2.0	$ (3.4)
Inventories..........................	(6.1)	(1.5)	-	0.9	(6.7)
Intangibles and other assets.........	(1.1)	-	-	-	(1.1)
	$(12.3)	$ (3.1)	$ 1.3	$ 2.9	$ (11.2)

	YEAR ENDED DECEMBER 29, 2001				
DESCRIPTION	BALANCE AT BEGINNING OF YEAR	CHARGED TO COSTS AND EXPENSES	CHARGED TO OTHER ACCOUNTS*	DEDUCTION	BALANCE AT END OF YEAR
RESERVES DEDUCTED IN THE BALANCE SHEET FROM THE ASSETS TO WHICH THEY APPLY					
Allowances for losses on:					
Accounts receivables.................	$ (3.3)	$ (0.2)	$ (2.6)	$ 1.0	$ (5.1)
Inventories..........................	(5.1)	(1.9)	-	0.9	(6.1)
Intangibles and other assets.........	(1.1)	-	-	-	(1.1)
Deferred income taxes................	(10.1)	5.3	-	4.8	-
	$ (19.6)	$ 3.2	$ (2.6)	$ 6.7	$ (12.3)

* includes $(2.9) million from acquisitions

	YEAR ENDED DECEMBER 30, 2000				
DESCRIPTION	BALANCE AT BEGINNING OF YEAR	CHARGED TO COSTS AND EXPENSES	CHARGED TO OTHER ACCOUNTS	DEDUCTION	BALANCE AT END OF YEAR
RESERVES DEDUCTED IN THE BALANCE SHEET FROM THE ASSETS TO WHICH THEY APPLY					
Allowances for losses on:					
Accounts receivables.................	$ (8.7)	$ (0.4)	$ -	$ 5.8	$ (3.3)
Inventories..........................	(5.9)	(2.9)	-	3.7	(5.1)
Property, plant and equipment........	-	(0.8)	-	0.8	-
Goodwill.............................	(1.2)	-	-	1.2	-
Intangibles and other assets.........	(1.1)	(0.4)	-	0.4	(1.1)
Deferred income taxes................	(9.3)	(0.8)	-	-	(10.1)
	$(26.2)	$ (5.3)	$ -	$ 11.9	$(19.6)

SCHEDULE III -- CONSOLIDATING FINANCIAL STATEMENTS

Cott Beverages Inc., a wholly owned subsidiary of Cott, has entered into financing arrangements that are guaranteed by Cott and certain other wholly owned subsidiaries (the "Guarantor Subsidiaries"). Such guarantees are full, unconditional and joint and several.

The following supplemental financial information sets forth on an unconsolidated basis, balance sheets, statements of income and cash flows for Cott Corporation, Cott Beverages Inc., Guarantor Subsidiaries and Cott's other subsidiaries (the "Non-guarantor Subsidiaries"). The balance sheets, statements of income and cash flows for Cott Beverages Inc. have been adjusted retroactively to include Concord Beverage Company, Concord Holdings GP and Concord Holdings LP that were amalgamated with Cott Beverages Inc. on December 29, 2001. The supplemental financial information reflects the investments of Cott and Cott Beverages Inc. in their respective subsidiaries using the equity method of accounting.

COTT CORPORATION
CONSOLIDATING STATEMENTS OF INCOME

(in millions of U.S. dollars)

	FOR THE YEAR ENDED DECEMBER 28, 2002					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
SALES	$ 198.8	$ 808.1	$ 52.1	$ 201.2	$ (61.6)	$ 1,198.6
Cost of sales	161.4	639.6	49.5	177.2	(62.0)	965.7
GROSS PROFIT	37.4	168.5	2.6	24.0	0.4	232.9
Selling, general and administrative expenses	29.6	56.5	4.0	20.1	-	110.2
OPERATING INCOME (LOSS)	7.8	112.0	(1.4)	3.9	0.4	122.7
Other expense (income), net	10.0	-	65.9	(9.3)	(66.7)	(0.1)
Interest expense, net	(1.9)	32.8	1.2	0.8	-	32.9
Minority interest	-	-	-	2.1	-	2.1
INCOME (LOSS) BEFORE INCOME TAXES AND EQUITY INCOME (LOSS)	(0.3)	79.2	(68.5)	10.3	67.1	87.8
Income taxes	(0.5)	(25.4)	-	(0.1)	(2.9)	(28.9)
Equity income (loss)	59.1	0.9	55.9	-	(116.5)	(0.6)
INCOME (LOSS) FROM CONTINUING OPERATIONS	58.3	54.7	(12.6)	10.2	(52.3)	58.3
Extraordinary item	(9.6)	-	-	-	-	(9.6)
Cumulative effect of change in accounting principle	-	-	-	(44.8)	-	(44.8)
Equity loss on cumulative effect of change in accounting principle	(44.8)	-	-	-	44.8	-
NET INCOME (LOSS)	$ 3.9	$ 54.7	$ (12.6)	$ (34.6)	$ (7.5)	$ 3.9

COTT CORPORATION
CONSOLIDATING BALANCE SHEETS

(in millions of U.S. dollars)

	AS OF DECEMBER 28, 2002					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
ASSETS						
Current assets						
Cash	$ -	$ -	$ 0.1	$ 3.2	$ -	$ 3.3
Accounts receivable	36.7	84.3	4.4	32.7	(21.9)	136.2
Inventories	15.1	43.9	5.7	13.3	-	78.0
Prepaid expenses	1.4	1.3	0.7	3.8	-	7.2
	53.2	129.5	10.9	53.0	(21.9)	224.7
Property, plant and equipment	49.7	138.3	23.7	61.3	-	273.0
Goodwill	17.5	46.0	13.5	-	-	77.0
Intangibles and other assets	7.4	134.8	13.0	55.5	-	210.7
Due from affiliates	46.1	0.5	68.2	268.1	(382.9)	-
Investments in subsidiaries	148.4	79.2	(41.6)	-	(186.0)	-
	$ 322.3	$ 528.3	$ 87.7	$ 437.9	$ (590.8)	$ 785.4
LIABILITIES						
Current liabilities						
Short-term borrowings	$ 2.3	$ 16.5	$ -	$ 2.5	$ -	$ 21.3
Current maturities of long-term debt	-	16.5	-	-	-	16.5
Accounts payable and accrued liabilities	40.0	63.0	9.4	36.8	(21.9)	127.3
	42.3	96.0	9.4	39.3	(21.9)	165.1
Long-term debt	-	339.3	-	-	-	339.3
Due to affiliates	50.6	66.6	219.6	46.1	(382.9)	-
Other liabilities	11.2	16.7	6.9	1.4	-	36.2
	104.1	518.6	235.9	86.8	(404.8)	540.6
Minority interest	-	-	-	26.6	-	26.6
SHAREOWNERS' EQUITY						
Capital stock						
Common shares	248.1	275.8	122.7	448.4	(846.9)	248.1
Retained earnings (deficit)	5.9	(266.1)	(270.9)	(97.4)	634.4	5.9
Accumulated other comprehensive income	(35.8)	-	-	(26.5)	26.5	(35.8)
	218.2	9.7	(148.2)	324.5	(186.0)	218.2
	$ 322.3	$ 528.3	$ 87.7	$ 437.9	$ (590.8)	$ 785.4

COTT CORPORATION
CONSOLIDATING STATEMENTS OF CASH FLOWS

(in millions of U.S. dollars)

	FOR THE YEAR ENDED DECEMBER 28, 2002					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
OPERATING ACTIVITIES						
Income (loss) from continuing operations	$ 58.3	$ 54.7	$ (12.6)	$ 10.2	$ (52.3)	$ 58.3
Depreciation and amortization	6.7	21.9	4.7	10.8	-	44.1
Amortization of financing fees	-	1.7	-	-	-	1.7
Deferred income taxes	0.3	9.3	-	0.2	-	9.8
Minority interest	-	-	-	2.1	-	2.1
Equity income, net of distributions	(58.6)	3.2	6.4	-	49.6	0.6
Gain on disposal of investment	(1.3)	-	-	-	-	(1.3)
Other non-cash items	12.2	(1.2)	66.0	(8.6)	(66.0)	2.4
Net change in non-cash working capital from continuing operations	(17.2)	(15.3)	3.5	10.7	1.8	(16.5)
Cash provided by (used in) continuing operations	0.4	74.3	68.0	25.4	(66.9)	101.2
Cost of debt redemption	(10.6)	-	-	-	-	(10.6)
Cash provided by (used in) operating activities	(10.2)	74.3	68.0	25.4	(66.9)	90.6
INVESTING ACTIVITIES						
Additions to property, plant and equipment	(11.5)	(21.4)	(2.0)	(6.3)	-	(41.2)
Acquisitions	(1.8)	-	(26.8)	(2.0)	-	(30.6)
Advances to affiliates	(5.4)	(0.5)	(54.3)	-	60.2	-
Investment in subsidiaries	(7.9)	(27.0)	(10.0)	-	44.9	-
Other	2.1	(2.2)	0.3	(0.7)	-	(0.5)
Cash provided by (used in) investing activities	(24.5)	(51.1)	(92.8)	(9.0)	105.1	(72.3)
FINANCING ACTIVITIES						
Payments of long-term debt	(276.4)	(10.8)	-	-	-	(287.2)
Payments of deferred consideration of acquisition	-	-	-	(19.5)	-	(19.5)
Short-term borrowings	0.7	(16.0)	-	2.4	-	(12.9)
Increase in long-term debt	-	1.0	-	-	-	1.0
Decrease in cash in trust	297.3	-	-	-	-	297.3
Advances from affiliates	6.9	54.3	(1.5)	0.5	(60.2)	-
Distributions to subsidiary minority shareowner	-	-	-	(3.9)	-	(3.9)
Issue of common shares	5.8	10.0	27.0	7.9	(44.9)	5.8
Dividends paid	-	(62.4)	(0.4)	(4.1)	66.9	-
Other	-	-	(0.2)	-	-	(0.2)
Cash provided by (used in) financing activities	34.3	(23.9)	24.9	(16.7)	(38.2)	(19.6)
Effect of exchange rate changes on cash	0.4	-	-	0.3	-	0.7
NET INCREASE (DECREASE) IN CASH	-	(0.7)	0.1	-	-	(0.6)
CASH, BEGINNING OF YEAR	-	0.7	-	3.2	-	3.9
CASH, END OF YEAR	$ -	$ -	$ 0.1	$ 3.2	$ -	$ 3.3

COTT CORPORATION
CONSOLIDATING STATEMENTS OF INCOME

(in millions of U.S. dollars)

	FOR THE YEAR ENDED DECEMBER 29, 2001					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
SALES	$ 197.8	$ 775.4	$ -	$ 153.0	$ (36.1)	$ 1,090.1
Cost of sales	162.1	638.7	-	139.0	(37.1)	902.7
GROSS PROFIT	35.7	136.7	-	14.0	1.0	187.4
Selling, general and administrative expenses	22.3	54.9	0.2	16.7	-	94.1
Unusual items	(0.1)	-	-	0.1	-	-
OPERATING INCOME	13.5	81.8	(0.2)	(2.8)	1.0	93.3
Other income, net	(0.2)	(0.1)	-	(2.1)	-	(2.4)
Interest expense, net	5.4	5.1	20.4	1.3	-	32.2
Minority interest	-	-	-	0.4	-	0.4
INCOME (LOSS) BEFORE INCOME TAXES AND EQUITY INCOME	8.3	76.8	(20.6)	(2.4)	1.0	63.1
Income taxes	(1.0)	(22.7)	-	2.2	(1.7)	(23.2)
Equity income	32.6	0.4	54.5	-	(87.5)	-
INCOME (LOSS) FROM CONTINUING OPERATIONS	39.9	54.5	33.9	(0.2)	(88.2)	39.9
Extraordinary item	-	-	-	-	-	-
NET INCOME (LOSS)	$ 39.9	$ 54.5	$ 33.9	$ (0.2)	$ (88.2)	$ 39.9

COTT CORPORATION
CONSOLIDATING BALANCE SHEETS

(in millions of U.S. dollars)

	AS OF DECEMBER 29, 2001					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
ASSETS						
Current assets						
Cash	$ -	$ 0.7	$ -	$ 3.2	$ -	$ 3.9
Cash in trust	297.3	-	-	-	-	297.3
Accounts receivable	28.7	75.1	0.4	27.4	(9.6)	122.0
Inventories	11.7	46.0	-	10.8	(0.3)	68.2
Prepaid expenses	1.4	1.4	-	0.6	-	3.4
	339.1	123.2	0.4	42.0	(9.9)	494.8
Property, plant and equipment	49.3	138.6	-	59.0	-	246.9
Goodwill	17.2	46.7	5.1	45.1	-	114.1
Intangibles and other assets	11.2	140.3	-	58.1	-	209.6
Due from affiliates	251.1	284.0	297.9	42.3	(875.3)	-
Investments in subsidiaries	190.6	41.7	279.5	-	(511.8)	-
	$ 858.5	$ 774.5	$ 582.9	$ 246.5	$(1,397.0)	$ 1,065.4
LIABILITIES						
Current liabilities						
Short-term borrowings	$ 1.7	$ 32.5	$ -	$ -	$ -	$ 34.2
Current maturities of long-term debt	276.4	5.4	-	-	-	281.8
Accounts payable and accrued liabilities	39.8	66.1	0.2	26.6	(9.6)	123.1
	317.9	104.0	0.2	26.6	(9.6)	439.1
Long-term debt	-	359.4	-	0.1	-	359.5
Due to affiliates	328.0	12.3	497.7	37.3	(875.3)	-
Other liabilities	14.9	7.4	-	17.9	0.8	41.0
	660.8	483.1	497.9	81.9	(884.1)	839.6
Minority interest	-	-	-	28.1	-	28.1
SHAREOWNERS' EQUITY						
Capital stock						
Common shares	199.4	265.8	59.0	214.4	(539.2)	199.4
Second preferred shares, Series 1	40.0	-	-	-	-	40.0
	239.4	265.8	59.0	214.4	(539.2)	239.4
Retained earnings (deficit)	2.0	25.6	26.0	(58.7)	7.1	2.0
Accumulated other comprehensive income	(43.7)	-	-	(19.2)	19.2	(43.7)
	197.7	291.4	85.0	136.5	(512.9)	197.7
	$ 858.5	$ 774.5	$ 582.9	$ 246.5	$(1,397.0)	$ 1,065.4

COTT CORPORATION
CONSOLIDATING STATEMENTS OF CASH FLOWS

(in millions of U.S. dollars)

	FOR THE YEAR ENDED DECEMBER 29, 2001					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
OPERATING ACTIVITIES						
Income (loss) from continuing operations	$ 39.9	$ 52.2	$ 31.6	$ (0.2)	$ (83.6)	$ 39.9
Depreciation and amortization	7.0	24.4	0.2	8.6	-	40.2
Amortization of financing fees	1.0	0.9	-	-	-	1.9
Deferred income taxes	0.8	11.4	-	(2.2)	(0.7)	9.3
Minority interest	-	-	-	0.4	-	0.4
Equity income, net of distributions	(31.5)	(0.4)	(28.5)	-	60.4	-
Other non-cash items	0.8	(1.2)	-	(0.5)	0.2	(0.7)
Net change in non-cash working capital from continuing operations	7.8	6.0	(3.0)	(7.3)	(1.1)	2.4
Cash provided by (used in) operating activities	25.8	93.3	0.3	(1.2)	(24.8)	93.4
INVESTING ACTIVITIES						
Additions to property, plant and equipment	(8.3)	(23.4)	-	(4.1)	-	(35.8)
Acquisitions	-	(97.6)	-	(30.0)	-	(127.6)
Proceeds from disposal of businesses	-	-	-	3.5	-	3.5
Investment in subsidiaries	14.8	(29.5)	(15.8)	-	30.5	-
Advances to affiliates	(20.9)	(283.9)	(283.6)	15.6	572.8	-
Other	(6.1)	11.4	-	(4.0)	-	1.3
Cash used in investing activities	(20.5)	(423.0)	(299.4)	(19.0)	603.3	(158.6)
FINANCING ACTIVITIES						
Issue of long-term debt	-	367.4	-	-	-	367.4
Increase in cash in trust	(297.3)	-	-	-	-	(297.3)
Payments of long-term debt	(2.5)	(4.4)	-	(0.3)	-	(7.2)
Short-term borrowings	1.6	(4.1)	-	-	-	(2.5)
Debt issue costs	-	(5.0)	-	-	-	(5.0)
Advances from affiliates	283.6	(15.6)	299.7	5.1	(572.8)	-
Distributions to subsidiary minority shareowner	-	-	-	(0.7)	-	(0.7)
Issue of common shares	8.0	15.8	-	29.5	(45.3)	8.0
Redemption of common shares	-	-	-	(14.8)	14.8	-
Dividends paid	-	(23.7)	-	(1.1)	24.8	-
Cash provided by (used in) financing activities	(6.6)	330.4	299.7	17.7	(578.5)	62.7
Net cash used in discontinued operations	-	-	(0.6)	-	-	(0.6)
Effect of exchange rate changes on cash	(0.2)	-	-	-	-	(0.2)
NET INCREASE (DECREASE) IN CASH	(1.5)	0.7	-	(2.5)	-	(3.3)
CASH, BEGINNING OF YEAR	1.5	-	-	5.7	-	7.2
CASH, END OF YEAR	$ -	$ 0.7	$ -	$ 3.2	$ -	$ 3.9

COTT CORPORATION
CONSOLIDATING STATEMENTS OF INCOME

(in millions of U.S. dollars)

	FOR THE YEAR ENDED DECEMBER 30, 2000					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
SALES	$ 207.1	$ 663.2	$ -	$ 157.6	$ (37.3)	$ 990.6
Cost of sales	171.9	558.2	-	136.0	(40.6)	825.5
GROSS PROFIT	35.2	105.0	-	21.6	3.3	165.1
Selling, general and administrative expenses	24.9	46.9	0.1	19.4	-	91.3
Unusual items	(0.2)	(0.2)	-	(1.7)	-	(2.1)
OPERATING INCOME	10.5	58.3	(0.1)	3.9	3.3	75.9
Other expense (income), net	(5.0)	0.1	-	3.0	0.5	(1.4)
Interest expense, net	7.6	4.0	16.8	1.7	-	30.1
INCOME (LOSS) BEFORE INCOME TAXES AND EQUITY INCOME	7.9	54.2	(16.9)	(0.8)	2.8	47.2
Income taxes	(2.0)	(16.3)	-	(1.0)	(1.3)	(20.6)
Equity income	19.5	-	37.9	-	(57.4)	-
INCOME (LOSS) FROM CONTINUING OPERATIONS	25.4	37.9	21.0	(1.8)	(55.9)	26.6
Extraordinary item	-	-	-	(1.2)	-	(1.2)
NET INCOME (LOSS)	$ 25.4	$ 37.9	$ 21.0	$ (3.0)	$ (55.9)	$ 25.4

COTT CORPORATION
CONSOLIDATING BALANCE SHEETS

(in millions of U.S. dollars)

	AS OF DECEMBER 30, 2000					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
ASSETS						
Current assets						
Cash	$ 1.5	$ -	$ -	$ 5.7	$ -	$ 7.2
Accounts receivable	41.2	60.9	0.3	23.2	(16.6)	109.0
Inventories	12.3	42.6	-	9.1	-	64.0
Prepaid expenses	0.8	0.8	-	0.6	-	2.2
	55.8	104.3	0.3	38.6	(16.6)	182.4
Property, plant and equipment	53.1	127.1	-	64.8	-	245.0
Goodwill	18.8	43.2	5.3	47.9	-	115.2
Intangibles and other assets	7.1	69.4	-	2.5	-	79.0
Due from affiliates	231.2	0.1	14.3	58.0	(303.6)	-
Investments in subsidiaries	175.6	12.4	234.5	-	(422.5)	-
	$ 541.6	$ 356.5	$ 254.4	$ 211.8	$ (742.7)	$ 621.6
LIABILITIES						
Current liabilities						
Short-term borrowings	$ -	$ 36.6	$ -	$ -	$ -	$ 36.6
Current maturities of long-term debt	0.3	1.0	-	0.3	-	1.6
Accounts payable and accrued liabilities	46.4	48.7	3.3	31.3	(15.2)	114.5
Discontinued operations	-	-	0.6	-	-	0.6
	46.7	86.3	3.9	31.6	(15.2)	153.3
Long-term debt	278.6	0.8	-	0.1	0.1	279.6
Due to affiliates	44.4	27.9	198.0	33.3	(303.6)	-
Other liabilities	13.4	(5.4)	1.4	19.6	1.2	30.2
	383.1	109.6	203.3	84.6	(317.5)	463.1
SHAREOWNERS' EQUITY						
Capital stock						
Common shares	189.1	250.0	59.0	199.7	(508.7)	189.1
Second preferred shares, Series 1	40.0	-	-	-	-	40.0
	229.1	250.0	59.0	199.7	(508.7)	229.1
Retained earnings (deficit)	(37.9)	(3.1)	(7.9)	(83.7)	94.7	(37.9)
Accumulated other comprehensive income	(32.7)	-	-	11.2	(11.2)	(32.7)
	158.5	246.9	51.1	127.2	(425.2)	158.5
	$ 541.6	$ 356.5	$ 254.4	$ 211.8	$ (742.7)	$ 621.6

COTT CORPORATION
CONSOLIDATING STATEMENTS OF CASH FLOWS

(in millions of U.S. dollars)

	FOR THE YEAR ENDED DECEMBER 30, 2000					
	COTT CORPORATION	COTT BEVERAGES INC.	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATION ENTRIES	CONSOLIDATED
OPERATING ACTIVITIES						
Income (loss) from continuing operations	$ 25.4	$ 37.9	$ 21.0	$ (1.8)	$ (55.9)	$ 26.6
Depreciation and amortization	8.3	20.5	0.1	8.5	-	37.4
Amortization of financing fees	1.0	0.2	-	0.4	-	1.6
Deferred income taxes	1.8	16.3	-	0.7	1.3	20.1
Equity income, net of distributions	12.6	-	(24.2)	-	11.6	-
Other non-cash items	-	0.5	-	(0.2)	-	0.3
Net change in non-cash working capital from continuing operations	(1.2)	0.6	3.2	5.7	(2.8)	5.5
Cash provided by operating activities	47.9	76.0	0.1	13.3	(45.8)	91.5
INVESTING ACTIVITIES						
Additions to property, plant and equipment	(4.8)	(15.2)	-	(3.9)	-	(23.9)
Acquisitions	-	(55.5)	-	-	-	(55.5)
Proceeds from disposal of businesses	-	15.9	-	3.0	-	18.9
Proceeds from disposal of property, plant and equipment	0.4	1.3	-	0.2	-	1.9
Advances to affiliates	(198.9)	-	0.3	190.6	8.0	-
Investment in subsidiary	164.6	-	(197.9)	-	33.3	-
Other	-	(3.8)	-	-	-	(3.8)
Cash provided by (used in) investing activities	(38.7)	(57.3)	(197.6)	189.9	41.3	(62.4)
FINANCING ACTIVITIES						
Payments of long-term debt	(4.6)	(0.9)	-	(33.2)	-	(38.7)
Short-term borrowings	-	18.3	-	(0.8)	-	17.5
Advances from affiliates	0.3	(220.2)	197.9	30.0	(8.0)	-
Issue of common shares	0.1	197.9	-	2.4	(200.3)	0.1
Redemption of common shares	-	-	-	(167.0)	167.0	-
Other	(2.1)	-	-	-	-	(2.1)
Dividends paid	-	(13.8)	-	(32.0)	45.8	-
Cash provided by (used in) financing activities	(6.3)	(18.7)	197.9	(200.6)	4.5	(23.2)
Net cash used in discontinued operations	-	-	(0.4)	-	-	(0.4)
Effect of exchange rate changes on cash and cash equivalents	(1.4)	-	-	0.5	-	(0.9)
NET INCREASE IN CASH	1.5	-	-	3.1	-	4.6
CASH, BEGINNING OF YEAR	-	-	-	2.6	-	2.6
CASH, END OF YEAR	$ 1.5	$ -	$ -	$ 5.7	$ -	$ 7.2

Exhibit 10.3

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of this 10th day of December, 2002,

B E T W E E N:

COTT CORPORATION, a corporation incorporated under
the laws of Canada

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

- and -

FRANK E. WEISE III, of the Town of Vero Beach, in
the State of Florida

(hereinafter referred to as the "Executive")

OF THE SECOND PART

amends and restates in its entirety the employment agreement entered into between them June 1, 1998 (the "Original Agreement"), as subsequently amended.

WHEREAS the Corporation and the Executive have agreed to enter into this Employment Agreement to formalize in writing the terms and conditions reached between them governing the Executive's employment;

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

ARTICLE 1 - COMMENCEMENT AND TERM

1.1 TERM. Subject to earlier termination in accordance with this Section 1.1 or Article 5 hereof, the term of the Executive's employment under this Agreement commenced on June 1, 1998 and shall continue for an indefinite term (the "Term") until one party gives no less than one hundred and twenty (120) days notice to the other that he or it wishes to terminate the Executive's employment (a "Notice of Termination"). In the event that a Notice of Termination is delivered, the employment of the Executive shall end at the date specified in the Notice of Termination.

ARTICLE 2 - EMPLOYMENT

2.1 POSITION. Subject to the terms and conditions hereof, the Executive shall be employed by the Corporation in the office of President and Chief Executive Officer of the Corporation and shall perform such duties and exercise such powers and responsibilities of such office as are set forth in the Statement of Responsibilities - Chief Executive Officer attached hereto which has been approved by the board of directors, as are contained in the by-laws of the Corporation and as are otherwise prescribed of specified from time to time by the board of directors of the Corporation. The Corporation agrees to submit the Executive's name for election to the board of directors of the Corporation at each annual meeting of the Corporation throughout the Term and for a period of one year following the termination of his employment hereunder.

2.2 RESPONSIBILITIES. The Executive agrees to devote substantially all of his business time and attention to the business and affairs of the Corporation, to discharge the responsibilities assigned to the Executive, and to use the Executive's best efforts to perform faithfully and efficiently such responsibilities. Other than for the Corporation and any of its subsidiary or related entities, or for directorships held by the Executive at the time of execution of this Agreement, the Executive shall be entitled to serve as a director on external boards of directors, subject to the prior written approval of the Corporation. Anything herein to the contrary notwithstanding, nothing shall preclude the Executive from (i) serving on the boards of directors of a reasonable number of trade associations and/or charitable organizations, (ii) engaging in charitable activities and community affairs, and (iii) managing his personal investments and affairs, provided that any or all of the foregoing activities do not materially interfere with the proper performance of his duties and responsibilities as the Corporation's President and Chief Executive Officer.

ARTICLE 3 - RENUMERATION

3.1 SALARY. During the Term, the Corporation shall pay the Executive a base salary (the "Base Salary") to be fixed by the board of directors of the Corporation from time to time, payable monthly in arrears. The Base Salary shall not be less than $425,000 per annum and shall be reviewed no less frequently than annually for increase in the discretion of the board of directors.

3.2 INCENTIVES.

(a) ANNUAL BONUSES. The Executive shall be entitled to an annual performance-based bonus (the "Bonus") of an amount equal to two hundred percent (200%) of a bonus target to be determined by the board of directors or a committee thereof, such Bonus to be based on the achievement of specific objectives to be established and mutually agreed upon on an annual basis. Bonuses shall be earned and payable only upon completion of the relevant fiscal year and provided the Executive shall continue to be actively and continuously employed for the full duration thereof, unless otherwise provided in Article 5.

(b) EXECUTIVE INCENTIVE PLAN. The Executive shall be entitled to participate in Cott's Executive Incentive Share Compensation Plan to the extent that the Executive's performance exceeds 100% of the annual performance objectives established for him.

(c) LONG-TERM INCENTIVES. The Executive shall be entitled to participate in the long-term incentive plans and programs of the Corporation as made available from time to time, to the executive officers of the Corporation.

3.3 BENEFITS AND REQUISITES.

(a) The Executive shall be entitled to participate in all of the Corporation's group insurance benefit plans, currently including basic medical, extended health, dental, long term disability, travel and accident insurance. All plans are governed by their terms.

(b) The Corporation shall provide the Executive with supplemental disability benefits which would pay the Executive, in the event of his termination for Disability (as defined in Section 5.1(c)), an amount equal to the sum of 60% of his Base Salary less the amount of any disability benefits provided under the Corporation's long-term disability plans. In the event that the Executive is totally or partially disabled and is not terminated for Disability, the Corporation shall ensure that he continue to receive all remuneration provided for under this Article 3.

(c) The Executive shall have the use of a leased automobile or an automobile allowance, provided the cost to the Corporation shall not exceed a monthly amount of $1,500.

(d) The Executive is not entitled to any other benefit or perquisite other than as specifically set out in this Agreement or agreed to in writing by the Corporation.

(e) Upon the termination of this Agreement (other than for Just Cause), in addition to the other benefits the Executive shall receive upon such a termination, the Executive and his spouse shall, as long as either of them shall live, be entitled to health insurance benefits (medical, dental, and vision care, including prescriptions) ("Health Insurance Benefits") equal to the greater of (i) all Health Insurance Benefits provided from time to time to the Chief Executive Officer of the Corporation or any successor corporation or, in the absence of such Chief Executive Officer, the highest paid officer of the Corporation or any successor corporation and (ii) the Health Insurance Benefits immediately prior to the termination of his employment provided to the Executive. Health Insurance Benefits includes the benefits provided to the Executive as well as terms relating to the provision of such benefits. In the event the Corporation or successor corporation does not provide such Health Insurance Benefits, the Corporation shall reimburse the Executive for any expenses the Executive incurs to replace such Health Insurance Benefits.

The Executive understands and acknowledges that the perquisites contemplated by this Section 3.3 shall be recorded as taxable benefits within the meaning of the Income Tax Act (Canada) and will have comparable treatment under the United States Internal Revenue Code.

3.4 VACATION. The Executive shall be entitled to five weeks' vacation with pay annually. Such vacation shall be taken at a time or times acceptable to the Corporation having regard to its operations. Accumulated vacation may be not carried except with the written approval of the Corporation.

3.5 EXPENSES.

(a) Consistent with its corporate policies as established from time-to-time, the Corporation agrees to reimburse the Executive for all expenses reasonably incurred in connection with the performance of his duties upon being provided with proper vouchers or receipts.

(b) The Corporation agrees to reimburse to the Executive for legal and accounting expenses incurred in the negotiation and documentation of this Agreement in an amount to be agreed upon between the Executive and the Compensation Committee of the Corporation.

(c) Although the Corporation's principal executive offices are located in the Toronto, Ontario area, the Executive shall be under no obligation to relocate his personal residence to the Toronto area. The Corporation shall provide and maintain for the Executive suitable rental accommodations in the Toronto area mutually acceptable to the Corporation and the Executive acting reasonably, and pay any costs associated with the Executive's weekly commuting from Toronto to the Executive's residences in Vero Beach and/or Philadelphia. The Executive's spouse shall be entitled to make 12 round trips per year from her residence to Toronto at the Corporation's expense.

3.6 SHARE OPTIONS.

(a) On the effective date of the Original Agreement but conditional on the Executive complying with the provisions of subparagraph 3.6(b) below, the Corporation granted and the Executive accepted an irrevocable option (the "Option") to purchase 1,300,000 common shares in the capital of the Corporation (the "Optioned Shares") at a price of Cdn $9.55 per common share being the closing share price on The Toronto Stock Exchange on the date prior to the public announcement of the Original Agreement. The Option became exercisable on a cumulative basis in respect of one-sixth (1/6) of the total Optioned Shares commencing on the sixth monthly anniversary of the date of grant, and thereafter in respect of one-thirtieth (1/30) the total unvested Optioned Shares on each of the next 30 monthly anniversaries of the Original Agreement. The Option shall expire in respect of Optioned Shares not theretofore acquired thereunder or in respect of which rights shall not otherwise have terminated on the seventh annual anniversary of the date of grant.

(b) As a condition precedent of the exercise of the Option (or any portion thereof), the Executive shall maintain no less than 200,000 common shares in the Corporation for the duration of his employment with the Corporation and shall provide evidence of the shares held by him as may be required by the Corporation from time to time.

(c) The Executive covenants that he will comply with all applicable securities laws and the Corporation's Insider Trading Policy and Insider Reporting Procedures (copies of which have been provided to the Executive) in respect of the Optioned Shares issued to the Executive and other shares of the Corporation acquired by the Executive.

(d) All of the Executive's rights in respect of the Option in the Optioned Shares shall be governed by the terms and conditions set out in the Restated 1986 Common Share Option Plan (the "Option Plan") of the Corporation as amended through April 18, 2001, as it may be amended from time to time, a copy of which has been provided to the Executive, the provisions of which are incorporated into this Agreement by reference.

(e) The Executive confirms that the Issued Shares (as defined in the Original Agreement) have not been and will not be registered under the United States Securities Act of 1933 (the "Securities Act") or any applicable state securities laws and that the contemplated sale is being made in reliance on a private placement exemption under the 1933 Act.

(f) The Executive has had access to such information concerning the Corporation as he has considered necessary in connection with its investment decision to acquire the Issued Shares and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Issued Shares and is able to bear the economic risks of such investment.

(g) The Executive is an Accredited Investor as confirmed in the Accredited Investor Questionnaire attached hereto as Exhibit A and is acquiring the Issued Shares for his own account, and not with a view to any resale, distribution or other disposition of the Issued Shares in violation of the United States securities laws or applicable state securities laws.

(h) The Executive understands that if he decides to offer, sell or otherwise transfer any of the Issued Shares, such Shares may be offered, sold or otherwise transferred only, (i) to the Corporation, (ii) outside the United States in accordance with Rule 904 of Regulation S under the 1933 Act, or (iii) inside the United States in accordance with the exemption from registration under the 1933 Act provided by Rule 144 thereunder, if available, or (iv) pursuant to an effective registration statement, and that the certificate representing the Issued Shares will bear a legend to the foregoing effect.

ARTICLE 4 - COVENANTS OF THE PARTIES

4.1 CONFIDENTIALITY.

(a) The Executive acknowledges that in the course of carrying out, performing and fulfilling his obligations to the Corporation hereunder, the Executive will have access to and will be entrusted with information that would reasonably be considered confidential to the Corporation or its Affiliates, the disclosure of which to competitors of the Corporation or its Affiliates or to the general public, will be highly detrimental to the best interests of the Corporation or its Affiliates. Such information includes, without limitation, trade secrets, know-how, marketing plans and techniques, cost figures, client lists, software, and information relating to employees, suppliers, customers and persons in contractual relationship with the Corporation. Except as may be required in the course of carrying our his duties hereunder, the Executive covenants and agrees that he will not disclose, for the duration of this Agreement or at any time thereafter, any such information to any person, other than to the directors, officers, employees or agents of the Corporation that have a need to know such information, nor shall the Executive use or exploit, directly or indirectly, such information for any purpose other than for the purposes of the Corporation (subject to his rights and obligations under Section 3.6), nor will he disclose nor use for any purpose, other than for those of the Corporation or its Affiliates or any other information which he may acquire during his employment with respect to the business and affairs of the Corporation or its Affiliates. Notwithstanding all of the foregoing, the Executive shall be entitled to disclose such information if required pursuant to a subpoena or order issued by a court, arbitrator or governmental body, agency or official, provided that the Executive shall first have:

(i) notified the Corporation;

(ii) consulted with the Corporation on the advisability of taking steps to resist such requirements;

(iii) if the disclosure is required or deemed advisable, cooperate with the Corporation in an attempt to obtain an order or other assurance that such information will be accorded confidential treatment.

(b) For the purposes of this Agreement, "Affiliate" shall mean, with respect to any person or entity (herein the "first party"), any other person or entity that directs or indirectly controls, or is controlled by, or is under common control with, such first party. The term "control " as used herein (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to: (i) vote 50% or more of the outstanding voting securities of such person or entity, or (ii) otherwise direct or significantly influence the management or policies of such person or entity by contract or otherwise.

4.2 INVENTIONS. The Executive acknowledges and agrees that all right, title and interest in and to any information, trade secrets, advances, discoveries, improvements, research materials and data bases made or conceived by the Executive prior to or during his employment relating to the business or affairs of the Corporation, shall belong to the Corporation. In connection with the foregoing, the Executive agrees to execute any assignments and/or acknowledgements as may be requested by the board of directors from time to time.

4.3 CORPORATE OPPORTUNITIES. Any business opportunities related to the business of the Corporation which become known to the Executive during his employment hereunder must be fully disclosed and made available to the Corporation by the Executive, and the Executive agrees not to take or attempt to take any action if the result would be to divert from the Corporation any opportunity which is within the scope of its business.

4.4 RESTRICTIVE COVENANTS.

(a) The Executive will not at any time, without the prior written consent of the Corporation, during the Term of this Agreement or for a period of 24 months after the termination of this Agreement of the Executive's employment (regardless of the reason for such termination), either individually or in partnership, jointly or in conjunction with any person or persons, firm, association, syndicate, company or corporation, whether as agent, shareholder, employee, consultant, or in any manner whatsoever, directly or indirectly:

(i) anywhere in the Territory, engage in, carry on or otherwise have any interest in, advise, lend money to, guarantee the debts or obligations of, permit the Executive's name to be used in connection with any business which is competitive to the Business or which provides the same or substantially similar services as the Business;

(ii) for the purpose of competing with any business of the Corporation, solicit, interfere with, accept any business from or render any services to anyone who is a client or a prospective client of the Corporation or any Affiliate at the time Executive ceased to be employed by the Corporation or who was a client during the 12 months immediately preceding such time;

(iii) solicit or offer employment to any person employed or engaged by the Corporation or any Affiliate at the time the Executive ceased to be employed by the Corporation or who was an employee or during the 12 month period immediately preceding such time.

(b) For the purposes of the Agreement:

(i) "Territory" shall mean Canada, the United States and the United Kingdom;

(ii) "Business" shall mean the business of manufacturing, selling and distributing non-alcoholic beverages.

(c) Nothing in this Agreement, shall prohibit or restrict the Executive from holding or becoming beneficially interested in up to one (1%) percent of any class of securities in any corporation provided that such class of securities are listed on a recognized stock exchange in Canada or the United States.

4.5 GENERAL PROVISIONS.

(a) The Executive acknowledges and agrees that in the event of a breach of the covenants, provisions and restrictions in this Article 4, the Corporation's remedy in the form of monetary damages will be inadequate and that the Corporation shall be and is hereby authorized and entitled, in addition to all other rights and remedies available to it, to apply for and obtain from a court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach.

(b) The parties acknowledge that the restrictions in this Article 4 are reasonable in all of the circumstances and the Executive acknowledges that the operation of restrictions contained in this Article 4 may seriously constrain his freedom to seek other remunerative employment. If any of the restrictions are determined to be unenforceable as going beyond what is reasonable in the circumstances for the protection of the interests of the Corporation but would be valid, for example, if the scope of their time periods or geographic areas were limited, the parties consent to the court making such modifications as may be required and such restrictions shall apply with such modifications as may be necessary to make them valid and effective.

(c) Each and every provision of these Sections 4.1, 4.2, 4.3, 4.4 and 4.5 shall survive the termination of this Agreement or the Executive's employment hereunder (regardless of the reason or such termination).

ARTICLE 5 - TERMINATION OF EMPLOYMENT

5.1 TERMINATION BY THE CORPORATION FOR JUST CAUSE, DISABILITY OR DEATH OR NOTICE OF TERMINATION.

(a) The Corporation may terminate this Agreement and the Executive's employment hereunder without payment of any compensation either by way of anticipated earnings or damages of any kind at any time for Just Cause, Disability or death of the Executive, or by delivery of a Notice of Termination delivered any time following June 30, 2004.

(b) "Just Cause" shall mean:

(i) misconduct or dishonesty in the discharge of his duties hereunder;

(ii) theft or misappropriation of the Corporation's property;

(iii) alcoholism or addiction to a substance which materially impairs the Executive's ability to perform his duties hereunder;

(iv) breach of fiduciary duties;

(v) incompetence or gross negligence in the performance of the Executive's duties; or

(vi) the Executive commits a material breach of this Agreement and fails to remedy same, after notice from the Corporation, within a period which is reasonable in the circumstances.

For the purposes of his Agreement, "Disability" shall have occurred if the Executive has been unable due to illness, disease, or mental or physical disability (in the opinion of a qualified medical practitioner who is satisfactory to the Executive and the Corporation acting reasonably), to fulfill his obligations hereunder either for any consecutive six (6) month period or for any period of 9 months (whether or not consecutive) in any consecutive 12 month period, or the Executive has been declared by a court of competent jurisdiction to be mentally incompetent or incapable of managing his affairs.

If the Executive and the Corporation cannot agree on a qualified medical practitioner, each party shall select a medical practitioner, and the two practitioners shall select a third who shall be the approved medical practitioner for this purpose.

5.2 TERMINATION BY THE EMPLOYER WITHOUT CAUSE ON OR PRIOR TO JUNE 30, 2004.

(a) If on or prior to June 30, 2004 the Executive's employment is terminated by the Corporation for any reason other than for Just Cause, Disability or death of the Executive, then the Corporation shall pay forthwith to the Executive or as he may direct, a lump sum amount equal to:

(i) 24 months' Base Salary and Bonus (based on the average of the Bonuses paid or payable to the Executive in respect of the most recent two completed fiscal years); and

(ii) a pro rated Bonus for the year in which Executive's termination occurs (based on the average of the Bonuses paid or payable to the Executive in respect of the most recent two completed fiscal years).

(b) In the event of the termination of the Executive's employment under this Section 5.2, the Corporation shall, to the extent it may do so legally and in compliance with the Corporation's benefit plans in existence from time to time, continue all group insurance benefits at a level equivalent to those provided to the Executive immediately prior to the termination for a period until the date which is 24 months following the date of termination, provided that, (a) the benefits contemplated by this sub-paragraph shall terminate on the date the Executive obtains alternate employment providing comparable benefits; and (b) if the Corporation cannot continue any particular group insurance benefit, the Corporation shall reimburse the Executive for any expenses incurred by the Executive to replace such group insurance benefit.

(c) In the event of the termination of the Executive's employment under this Section 5.2, the Corporation shall provide Health Insurance Benefits to the Executive and his spouse in accordance with Section 3.3(e).

5.3 TERMINATION BY THE EXECUTIVE FOR GOOD REASON.

(a) The Executive may terminate this Agreement at any time for Good Reason upon the occurrence, without the express written consent of the Executive, of any of the following:

(i) a reduction in the Executive's then current Base Salary or target award opportunity under the Corporation's annual bonus plan or long-term performance incentive or the termination or material reduction of any employee benefit or perquisite enjoyed by him (other than as part of an across-the-board reduction applicable to all executive officers of the Corporation);

(ii) the failure to elect or reelect the Executive to any of the positions described in Section 2.1 (other than the position of director of the Corporation) or removal of him from any such position;

(iii) a material diminution in the Executive's duties or the assignment to the Executive of duties which are materially inconsistent with his duties or which materially impair the Executive's ability to function as the President and Chief Executive Officer of the Corporation;

(iv) the failure to continue the Executive's participation in any incentive compensation plan unless a plan providing a substantially similar opportunity is substituted;

(v) the failure of the Corporation to obtain the assumption in writing of its obligation to perform this Agreement by any successor to all or substantially all of the assets of the Corporation within 15 days after a written request to that effect by the Executive following a merger, consolidation, sale or similar transaction, unless the Executive shall have received the opinion of counsel to the Corporation that such transaction does not have an adverse legal effect on the rights of the Executive hereunder;

which, in any of the foregoing events, has not been remedied or cured by the Corporation within a reasonable period after notice from the Executive.

(b) In the event Executive terminates this Agreement for Good Reason, he shall be entitled to the same payments and benefits provided in Section 5.2 above.

5.4 TERMINATION UPON A CHANGE OF CONTROL.

(a) If, following a Change in Control, the Executive's employment is terminated without Just Cause or the Executive terminates his employment for Good Reason, the

Executive shall be entitled to the payments and benefits provided in this
Section 5.4. Also, immediately following a Change in Control, all amounts, entitlements or benefits in which Executive is not vested shall become fully vested. The Executive may terminate his employment at any time for Good Reason upon the occurrence of a Change of Control by providing written notice to the Corporation within six months of the occurrence of such Change of Control and the effective date of such termination and the termination of the Executive's employment shall be 30 days from the date of such written notice.

(b) For the purposes of this Agreement, a "Change of Control" shall mean: (i) the occurrence, at any time during the Term of any person or group of persons acting jointly or in concert acquiring more than 50% of the outstanding voting shares in the Corporation, whether by way of takeover bid, merger, amalgamation or otherwise; (ii) a sale by the Corporation of all or substantially all of the Corporation's undertaking and assets; or (iii) the voluntary liquidation, dissolution or winding-up of the Corporation, in connection with which a distribution is made to the holders of the Corporation's common shares.

(c) In the event of termination of the Executive's employment pursuant to this Section 5.4, then the following provisions shall apply:

(i) The Corporation shall pay forthwith to the Executive or as he may direct, a lump sum amount equal to 36 months Basic Salary plus the average of the Bonuses paid or payable to the Executive in respect of the most recent two completed fiscal years: and

(ii) The Corporation shall continue, to the extent it may do so legally and in compliance with the Corporation's benefit plans in existence from time to time, all group and insurance benefits at a level equivalent to those provided to those provided to the Executive immediately prior to the termination for a period of 36 months following the date of termination, provided that, if the Corporation cannot continue any particular group insurance benefit, the Corporation shall reimburse the Executive for any expenses incurred by the Executive to replace such group insurance benefit.

(iii) The Corporation shall provide Health Insurance Benefits to the Executive and his spouse in accordance with Section 3.3(e).

(iv) In the event that the termination of the Executive's employment is for one of the reasons set forth in this Section 5.4 and the aggregate of all payments or benefits made or provided to the Executive under this Section 5.4 and under all other plans and programs of the Corporation (the "Aggregate Payment") is determined to constitute a Parachute payment, as such term is defined in Section 280G(b)(2) of the United States Internal Revenue Code, the Corporation shall pay to the Executive, prior to the time any excise tax imposed by Section 4999 of the Internal Code ("Excise Tax") is payable with respect to such Aggregate Payment, an additional amount which, after the imposition of all income and excise taxes thereon, is equal to the Excise Tax on the Aggregate payment. The determination of whether the Aggregate Payment constitutes a Parachute Payment and, if so, the amount to be paid to the Executive and the time of payment pursuant to this 5.4(c)(iii) shall be made by an independent auditor (the "Auditor") jointly selected by the Corporation and the Executive and paid by the Corporation. The Auditor shall be a nationally recognized United States public accounting firm which has not, during the two years preceding the date of its selection, acted in any way on behalf of the Corporation or any Affiliate thereof. If the Executive and the Corporations cannot agree on the firm to serve as the Auditor, then the Executive and the Corporation shall each select one accounting firm and those two firms shall jointly select the accounting firm to serve as the Auditor.

5.5 VOLUNTARY RESIGNATION; RETIREMENT. In the event the Executive wishes to resign his employment voluntarily, he shall provide at least one hundred and twenty (120) days' notice in writing to the Corporation and shall thereupon, be entitled to retire ("Retirement"). The Corporation may waive such notice in whole or in part by paying the Executive's Base Salary and continuing his group benefits and perquisites to the effective date of resignation. Upon such termination of the Executive for Retirement, the Corporation agrees that the Options (the "December Options") issued to the Executive in December 2002 shall immediately vest.

5.6 SHARE OPTIONS; INCENTIVE SHARES.

(a) Upon any termination of Executive's employment under this Agreement (other than for Just Cause), all of Executive's December Options shall vest, and such termination shall otherwise be treated as, or deemed to be, a "retirement" under Section 16(iii) of the Plan with respect to all Options, including the December Options.

(b) Any termination of Executive's employment under this Agreement (other than for Just Cause) shall be considered or deemed to be a "Normal Retirement" for purposes of the Executive Incentive Share Compensation Plans.

5.7 PAYMENT TO DATE OF TERMINATION. Regardless of the reasons for the termination, the Corporation shall make payment to the Executive to the effective date of termination for all Base Salary, any accrued but unpaid vacation entitlements, any earned but unpaid Bonus and, other than in the event of a termination for Just Cause, any other amounts earned, accrued (including Bonus entitlements for the year in which the termination occurs) or owing to the Executive but not yet paid as well as other or additional benefits in accordance with applicable plans or programs of the Corporation.

5.8 RETURN OF PROPERTY. Upon any termination of the Agreement, the Executive shall forthwith deliver or cause to be delivered to the Corporation all books, documents, computer disks, and diskettes and other electronic data, effects, money, securities, or other property belonging to the Corporation or for which the Corporation is liable to others, which are in the possession, charge, control or custody of the Executive.

5.9 RELEASE. The Executive acknowledges and agrees that the payments pursuant to this Article shall be in full satisfaction of all terms of termination of his employment, including termination pay and severance pay pursuant to the Employment Standards Act (Ontario) as amended from time to time. Except as otherwise provided in this Article, the Executive shall not be entitled to any further termination payments, damages or compensation whatsoever. As condition precedent to any payment pursuant to this Article, the Executive agrees to deliver to the Corporation prior to any such payment, a full and final release from all actions or claims in connection therewith in favour of the Corporation, its affiliates, subsidiaries, directors, officers, employees and agents, in a form reasonably satisfactory to the Corporation.

5.10 NO MITIGATION; SET-OFF; NATURE OF PAYMENTS. In the event of any termination of employment under this Article 5, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain except as specifically provided in this Article 5; provided, however, the Executive authorizes the Corporation to deduct from any payment due to him pursuant to this Agreement, any amounts owed to the Corporation howsoever caused, including by reason of purchases, advances, loans, or in recompense for damages to property and equipment. This provision shall be applied so as not to conflict with any applicable legislation. Any amounts due under this Article 5 are in the nature of severance payments considered to be reasonable by the Corporation and are not in the nature of a penalty.

5.11 PROVINCIAL LEGISLATION. All payments made and notice given pursuant to this Article 5 shall include notice of termination and severance pay as defined in the Employment Standards Act (Ontario) as it may from time to time be amended, the provisions of which are deemed to be incorporated into this Agreement and shall prevail to the extent greater.

ARTICLE 6 - DIRECTORS AND OFFICERS

6.1 RESIGNATION. If the Executive is a director or officer at the relevant time, the Executive agrees that after termination of his employment with the Corporation he will tender his resignation from any position he may hold as an officer or director of the Corporation or any of its affiliated or related companies.

6.2 INSURANCE. The Corporation shall maintain such directors' and officers' liability insurance for the benefit of the Executive in accordance with corporate policies and as generally provided to the directors of the Corporation.

6.3 INDEMNIFICATION. The Corporation agrees that, if the Executive is made a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether or not the basis of such Proceeding is the Executive's alleged action in an official capacity while serving as a director, officer, member employee or agent, the Executive shall be indemnified and held harmless by the Corporation to the fullest extent legally permitted or authorized by the Corporation's certificate of incorporation or bylaws or resolutions of the Corporation's Board of Directors or, if greater, by the laws of the Province of Ontario, and the federal Laws of Canada applicable to the Corporation, against all cost, expense, liability, and loss (including, without limitation, attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Executive in connection therewith, and such indemnification shall continue as to the Executive even if he has ceased to be a director, member, employee or agent of the Corporation or other entity and shall inure to the benefit of the Executive's heirs, executors and administrators. The Corporation shall advance to the Executive all reasonable costs and expenses incurred by him in connection with a Proceeding within 20 days after receipt by the Corporation of a written request for such advance. Such request shall include an undertaking by the Executive to repay the amount of such advance if it shall ultimately be determined that he is not entitled to be indemnified against such cost and expenses.

ARTICLE 7 - ARBITRATION

7.1 All matters in difference between the parties in relation to this Agreement, shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by the Corporation and one to be appointed by the Executive and a third to be chosen by the first two arbitrators named before they enter upon the business of arbitration. The arbitration shall be conducted in accordance with the Arbitrations Act (Ontario) as it may from time to time be amended. The award and determination of the arbitrator or arbitrators or any of two of three arbitrators shall be binding upon the parties and their respective heirs, executors, administrators and assigns.

ARTICLE 8 - CONTRACT PROVISIONS

8.1 HEADINGS. The headings of the Articles and paragraphs herein are inserted for convenience of reference only and shall not affect the meaning or construction hereof.

8.2 INDEPENDENT ADVICE. The Corporation and the Executive acknowledge and agree that they have each obtained independent legal advice in connection with this Agreement and they further acknowledge and agree that they have read, understand and agree with all of the terms hereof and that they are executing this Agreement voluntarily and in good faith.

8.3 GENDER. Words denoting any gender include both genders.

8.4 GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the court of the Province of Ontario with respect to any matters arising out of this Agreement.

8.5 ENTIRE AGREEMENT. This Agreement, together with the plans and documents referred to herein, constitutes and expresses the whole agreement of the parties hereto with reference to any of the matters or things herein provided for or herein before discussed or mentioned with reference to such employments for the Executive. All promises, representation, collateral agreements and undertakings not expressly incorporated in this Agreement are hereby superseded by this Agreement.

8.6 SEVERABILITY. If any provision contained herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other provision herein and each such provision is deemed to be separate and distinct.

8.7 NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and shall be properly given if personally delivered, delivered by facsimile transmission (with confirmation of receipt) or mailed by prepaid registered mail addressed as follows:

(a) in the case of the Corporation:

Cott Corporation
207 Queen's Quay West
Suite 800
Toronto, Ontario
M5J 1A7

Attention: Chairman

-and-

Attention: General Counsel

(b) in the case of the Executive:

to the last address of the Executive in the records of the Corporation and its subsidiaries

or to such other address as the parties may from time to time specify by notice given in accordance herewith. Any notice so given shall be conclusively deemed to have been given or made on the day of delivery, if personally delivered, or if delivered by facsimile transmission or mailed as aforesaid, upon the date shown on the facsimile confirmation of receipt or on the postal return receipt as the date upon which the envelope containing such notice was actually received by the addressee.

8.8 SUCCESSORS. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal or legal representatives, heirs, executors, administrators, successors and assigns.

8.9 SURVIVORSHIP. Upon the termination of this Agreement, the respective rights and obligations of the parties shall survive such termination to the extent necessary to carry out the intended preservation of such rights and obligations.

8.10 TAXES. All payments under this Agreement shall be subject to withholding of such amounts, if any, relating to tax or other payroll deductions as the Corporation may reasonably determine and should withhold pursuant to any applicable law or regulation.

8.11 CURRENCY. All dollar amounts set forth or referred to in this Agreement refer to U.S. currency.

8.12 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COTT CORPORATION

Per: /s/ Colin J. Adair c/s

I have authority to bind the Corporation

SIGNED, SEALED & DELIVERED in the presence of

/s/ Frank E. Weise III l/s

FRANK E. WEISE III

Exhibit 10.3

COTT CORPORATION

STATEMENT OF RESPONSIBILITIES

- CHIEF EXECUTIVE OFFICER -

The Chief Executive Officer of Cott Corporation (the "Corporation") shall be responsible for directing the Corporation with the objective of providing maximum profit and return on invested capital, establishing short-term and long-term objectives, plans, performance standards and policies subject to the approval of the Board of Directors. To that end, the Chief Executive Officer will be ultimately responsible for:

o Preparing, at least annually, a statement of objectives, plans, performance standards and policies for the Corporation, which shall be reviewed by the Human Resources, Compensation and Corporate Governance Committee and shall be approved by the Board of Directors.

o Ensuring that the Corporation's material operating plans, performance standards and policies are uniformly understood and properly interpreted and administered by subordinates.

o Presenting proposed operating and capital expenditure budgets for review and approval by the Board of Directors.

o Directing all investigations and negotiation pertaining to material acquisitions or dispositions, mergers and joint ventures.

o Representing the Corporation as appropriate in its relationship with major customers, suppliers, competitors, commercial and investment bankers, investment analysts, the media, security holders, government agencies, professional associations, unions, employees and the public generally.

o Analyzing the operating results of the Corporation and its principal divisions relative to established objectives and taking appropriate steps to correct unsatisfactory conditions.

o Making recommendations to the Human Resources, Compensation and Corporate Governance Committee as regards Senior Officer succession planning and compensation.

o Insuring the adequacy and soundness of the Corporation's financial structure and reviewing projections of working capital requirements.

o Delegating any or all of the above-noted responsibilities and maintaining ultimate supervisory responsibility to ensure that they are performed.

Exhibit 10.4

October 25, 2002

Mark Benadiba
25 Parkwood Avenue
Toronto, Ontario
M4V 2W9

Dear Mark:

RE: EMPLOYMENT AND RELATED ARRANGEMENTS

This letter confirms our agreement concerning certain amendments and clarifications to your employment agreement dated October 7, 1997 (the "Original Agreement"), as modified by a letter dated December 19, 1997, as further modified by an agreement dated May 1, 1998, as further modified by an agreement dated September 14, 1998, as further modified by a letter agreement of June 25, 1999, and as further modified by a letter agreement dated September 25, 2000 (collectively, the "Employment Agreement").

The following amendments and/or clarifications to the Employment Agreement are hereby agreed to by the parties:

1. Pursuant to the Employment Agreement, your current position is that of Executive Vice President Cott Corporation and President of Cott Canada, with responsibility for all aspects of Cott's Canadian beverage business. Effective July 22, 2002, your title is changed to Executive Vice President. In that role, you will have responsibility for all aspects of Cott's Canadian, international (including RC Cola International) and Mexican beverage businesses and will report directly to the President and Chief Executive Officer of Cott Corporation.

2. Section 5(a) of the Original Agreement is amended by changing the reference to "two years" in the first line to "six years".

3. Section 5(b) of the Original Agreement is amended by changing the reference to "two years" in each of the first line and fourth line to "six years".

4. The aggregate amount of the bonuses referred to in the seventh line of Section 5(a) of the Original Agreement is set at $500,000.

5. The aggregate amount of the bonuses referred to in the fourth line of Section 5(b) of the Original Agreement is set at $500,000.

6. The CEO Replacement Date (as defined in the Original Agreement) is June 11, 1998.

7. The Change of Control (as defined in the Original Agreement) occurred on July 7, 1998.

In all other respects, the terms and conditions of the Employment Agreement shall remain in full force and effect, unamended.

If I have accurately stated the terms of our agreement, please sign and return the enclosed duplicate original of this letter.

Yours truly,
COTT CORPORATION

/s/ Colin Walker
--
Colin Walker
Senior Vice-President, Human Resources

ACCEPTED AND AGREED TO THIS 25TH DAY OF OCTOBER, 2002.

/s/ Mark Benadiba
--
MARK BENADIBA

Exhibit 10.7

Cott Corporation Letterhead

December 21, 2001

Mr. John Sheppard
VIA FAX

RE: Employment Offer

Dear John:

We are pleased to extend you an offer of employment as Executive Vice-President of Cott Corporation and President of its U.S. division, Cott Beverages, Inc. You will devote your full-time efforts to performing the duties associated with these positions and any other duties as may be assigned to you from time to time. You will report to the President and CEO of Cott Corporation, Frank Weise. Your office will be located in Tampa, Florida with a start date of January 14, 2002.

You will be paid bi-weekly an annualized salary of $325,000. You will be entitled to four weeks vacation each year. You will also be entitled to participate in all benefit programs on the same terms as offered to other executives of Cott Beverages, Inc., including but not limited to a car allowance, medical, dental, disability and life insurance.

In addition, you will be entitled to 150,000 options of Cott Corporation common stock in accordance with, and as governed by, The Restated 1986 Cott Corporation Common Share Option Plan. The options shall vest in accordance with the following schedule: 30% on the first anniversary, 30% on the second anniversary and 40% on the 3rd anniversary of the grant.

You will be entitled to participate in the Cott Incentive Bonus Program, which is a discretionary annual bonus program. Your target bonus will be 100% of your current base salary and will be subject to achieving the objectives as determined and evaluated by the CEO and Board of Directors. For the first year, that being fiscal 2002, Cott will guarantee your bonus payout at 100% or $325,000 payable at the same time as all bonus participants.

You will be entitled to a relocation package which includes reimbursement of out-of-pocket realtor and legal fees and moving expenses, as well as two trips for you and your family to visit the Tampa area. You will also receive a relocation bonus equivalent to two months base salary to be paid within one month of your start date.

You will receive two years of severance pay equivalent to your base salary and base bonus in the event your employment is terminated by the Company without cause. As a condition of your employment and in order to receive any severance or bonus incentive pay, you agree to execute and abide by a confidentially, non-solicitation and non-competition agreement which will apply during the term of your employment and for two years after your separation from employment for any reason.

We will incorporate the terms of this offer as well as any other appropriate terms into an Executive Employment Agreement to be executed by you and the Company within 60 days from your start date.

We are very pleased and excited about your joining us at Cott Beverages. Please indicate your acceptance of this offer by signing the acknowledgement below.

Yours truly,

/s/ Frank Weise III

Frank Weise III

Agreed to and accepted:

/s/ John Sheppard

John Sheppard

Exhibit 10.11

COTT CORPORATION

2002 EXECUTIVE INCENTIVE SHARE COMPENSATION PLAN

1.0 PURPOSE AND ESTABLISHMENT OF THIS PLAN

1.1 Cott Corporation hereby establishes a plan to be known as the "Cott Corporation 2002 Executive Incentive Share Compensation Plan" (the "Plan") for the purpose of rewarding certain Employees of Cott Corporation and its affiliates for exceeding one hundred percent (100%) of their respective annual performance objectives and to which contributions for such purpose will be made by or on behalf of the Participating Companies.

2.0 DEFINITIONS

2.1 "ACT" means the Income Tax Act (Canada), as amended.

2.2 "ANNUAL PERFORMANCE OBJECTIVES" means the annual performance objectives as established or approved by the Committee from time to time with respect to each Participant in Cott's 2002 fiscal year (being the period from January 2, 2002 to December 30, 2002).

2.3 "COMMITTEE" means the Human Resources and Compensation Committee of the board of directors of Cott.

2.4 "COMMENCEMENT OF THE PLAN" means January 2, 2003.

2.5 "COMMON SHARES" means whole or fractional common shares in the capital of Cott.

2.6 "COTT" means Cott Corporation, a corporation amalgamated under the laws of Canada.

2.7 "EMPLOYEE" means a full-time or regular part-time employee of any Participating Company.

2.8 "EMPLOYEE SAVINGS PLAN TRUST AGREEMENT" means the "Employee Savings Plan Trust Agreement" entered into between Cott and the Trustee to carry out the purposes of the Plan in respect of the Common Shares that have vested in accordance with the terms hereof, as amended from time to time.

2.9 "EMPLOYEE STOCK PURCHASE PLAN TRUST AGREEMENT" means the "Employee Stock Purchase Plan Trust Agreement" entered into between Cott and the Trustee to carry out the purposes of the Plan in respect of assets under the Plan other than Common Shares that have vested in accordance with the terms hereof, as amended from time to time.

2.10 "EBP FUND" means the trust fund established pursuant to the Employee Stock Purchase Plan Trust Agreement to hold all of the assets under the Plan other than Common Shares that have vested in accordance with the terms hereof.

2.11 "ESP FUND" means the trust fund established pursuant to the Employee Savings Plan Trust Agreement to hold the Common Shares that have vested in accordance with the terms hereof.

2.12 "NORMAL RETIREMENT" means retirement from office or employment with a Participating Company (at the election of the Participant and as agreed to by the Participating Company) coincident with or following the attainment by the Participant of age fifty-five years.

2.13 "PARTICIPANT" means an Employee during Cott's 2002 fiscal year and who is designated as a Participant from time to time by the Committee and, in the case of death of a Participant, includes the personal representative of the Participant.

2.14 "PARTICIPATING COMPANY" means Cott, Cott Beverages Inc., Cott Beverages Limited and any other company designated as a Participating Company from time to time by the Committee.

2.15 "PERMANENT DISABILITY" means the complete and permanent incapacity of a Participant, as determined by a Cott approved licensed medical practitioner, due to a medically determinable physical or mental impairment which prevents such Participant from performing substantially all of the essential duties of his or her office or employment.

2.16 "PLAN" means this Cott Corporation 2002 Executive Incentive Share Compensation Plan.

2.17 "TERM" means the term of the Plan beginning on January 2, 2003 and ending on the date that the Common Shares purchased on behalf of each Participant fully vest as set out in section 5.4(b) hereof.

2.18 "TERMINATION DATE" in respect of a Terminated Participant's termination within the meaning of section 5.6 hereof means the Participant's last day of active service (without regard to any notice of termination owing pursuant to statute, regulation, agreement or common law).

2.19 "TERMINATED PARTICIPANT" means a Participant who has been terminated within the meaning of section 5.6 hereof.

2.20 "TRUST AGREEMENTS" means, collectively, the Employee Stock Purchase Plan Trust Agreement and the Employee Savings Plan Trust Agreement.

2.21 "TRUSTEE" means The Canada Trust Company or its successor for the time being in the trusts created hereby and by the Trust Agreements.

2.22 "UNVESTED SHARES" means, at any particular time, Common Shares that have been acquired on behalf of a Participant but which have not yet vested in such Participant in accordance with the terms hereof.

2.23 "VESTING DATE" means, in the singular, the date that the Common Shares vest pursuant to section 5.4(a) or (b) hereof and collectively, shall be referred to as the "Vesting Dates".

2.24 "VESTED SHARES" means those Common Shares held by the Trustee for the benefit of particular Participants that have vested in accordance with the terms hereof.

3.0 PARTICIPATION

3.1 Participants will be automatically enrolled in this Plan at the time that the Committee or its designee designates such individual as a "Participant".

3.2 Each Participant will be provided with a copy of this Plan.

4.0 OPERATION OF THIS PLAN

4.1 Within 120 days after the end of Cott's 2002 fiscal year, the Committee shall determine in respect of such fiscal year,

(a) the Employees of the Participating Companies who shall be designated as "Participants" for this Plan for such fiscal year on the basis of whether such Participant exceeded one hundred percent (100%) of his or her annual performance objectives; and

(b) the extent (in terms of Canadian dollars) of the participation of such Participants in respect of such fiscal year.

4.2 Within 30 days after the determinations contemplated by section 4.1 are made by the Committee, Cott shall cause to be contributed to the Fund for the benefit of each Participant employed by each Participating Company, the relevant amounts (in Canadian dollars) determined by the Committee to be payable in respect of the Participants employed by each such Participating Company.

4.3 As soon as practicable after receiving the funds referred to in section 4.2, the Trustee shall use such funds to acquire Common Shares on the Toronto Stock Exchange at the prevailing market price of Common Shares at the time and on the date of acquisition of the Common Shares.

4.4 The purchase of Common Shares by the Trustee in accordance with the Plan shall comply at all times and in all respects with all applicable laws, including, without limitation, all rules, regulations and by-laws of the Toronto Stock Exchange and all policies and regulations of applicable securities regulatory authorities.

5.0 ALLOCATION, VESTING AND POSSESSION

5.1 As soon as practicable after each acquisition of Common Shares pursuant to the terms of this Plan, but in any event prior to the end of each calendar year, the Trustee shall determine in respect of each Participant

(a) the number of Common Shares acquired pursuant to this Plan on behalf of such Participant; and

(b) all amounts received in respect of Cott's 2002 fiscal year by the Trustee from Cott which were contributed on behalf of such Participant.

5.2 Prior to the end of each calendar year, the Trustee shall allocate and pay or declare payable to each Participant his or her proportionate share of the amount, if any, by which the income of the EBP Fund for the year exceeds all payments made out of the EBP Fund's income for the year to or for the benefit of the Participants. If not paid at the end of each calendar year, the amounts so allocated shall be paid to the Participants by the Trustee as soon as practicable, but in any event within ninety (90) days after the end of each calendar year.

5.3 Prior to the end of each calendar year, the Trustee shall allocate to each Participating Company the amounts by which (i) the total of all payments made in the year out of or under the EBP Fund to or for the benefit of Participants employed (or formerly employed) by that Participating Company (or to the heir or legal representative thereof) exceeds (ii) the income of the EBP Fund for the year.

5.4 Subject to the provisions of this Plan, the Common Shares purchased on behalf of each Participant shall vest on the following basis:

(a) 30% thereof shall vest on each of January 2, 2004 and January 2, 2005; and

(b) 40% thereof shall vest on January 2, 2006.

5.5 If the employment of a Participant is terminated by reason of the death, Normal Retirement or Permanent Disability of such Participant, all Unvested Shares acquired on behalf of such Participant shall immediately become vested in that Participant. Such Participant must take immediate delivery of the share certificate(s) evidencing all Vested Shares, or the cash equivalent (as determined in accordance with section 7.2), and thereafter shall have no further entitlement under this Plan.

5.6 If the employment of a Participant is terminated for any reason (including, but not limited to, termination without cause) other than death, Normal Retirement or Permanent Disability, all rights of such Terminated Participant with respect to all Unvested Shares shall terminate on the Terminated Participant's Termination Date. Thereafter, such Terminated Participant shall have no further entitlement under the Plan and shall cease to be a beneficiary under the Plan. The Unvested Shares so forfeited will be reallocated by the Trustee on a pro rata basis to the remaining Participants. The Terminated Participant must deliver a written direction to Cott within ninety (90) days of such Termination Date to either: (i) take all steps necessary to convert such Terminated Participant's Vested Shares to cash and to forward a cheque for the amount of cash so realized to such Terminated Participant; or (ii) deliver the share certificate(s) to the Terminated Participant evidencing such Vested Shares. In the event that a Terminated Participant fails to deliver such notification within such ninety (90) days, and after receipt of written notice from Cott, the Trustee shall issue and deliver share certificates to the Terminated Participant evidencing such Vested Shares. Notwithstanding the foregoing, if all Participants are terminated (either pursuant to this section 5.6 and/or section 5.5 above) during the Term of the Plan, then all Unvested Shares shall immediately vest and shall be redistributed to all individuals who were Participants as of the Commencement of the Plan (other than those who have been terminated pursuant to section 5.5 above whose Unvested Shares would have thereupon become vested) on a pro-rata basis on the basis of the original allocation of Common Shares to the Participants at the Commencement of the Plan (with the necessary adjustments having regard to section 5.5).

5.7 Notwithstanding anything else contained herein, if there is:

(a) a consolidation, merger or amalgamation of Cott with or into any other corporation whereby the voting shareholders of Cott immediately prior to such event receive less than 50% of the voting shares of the consolidated, merged or amalgamated corporation;

(b) a sale by Cott of all or substantially all of Cott's undertakings and assets; or

(c) a proposal by or with respect to Cott being made in connection with a liquidation, dissolution or winding-up of Cott,

all of each Participant's Unvested Shares shall immediately vest in that Participant.

5.8 If a take-over bid (within the meaning of the Securities Act (Ontario)), other than a take-over bid exempt from the requirements of Part XX of such Act pursuant to Sections 93(1)(b) or (c) thereof (a "Qualifying Take-over Bid"), is made for the Common Shares, all Unvested Shares shall immediately vest conditional upon successful completion of such Qualifying Take-over Bid and each Participant shall have the right to tender such Unvested Shares to the Qualifying Take-over Bid by notice of guaranteed delivery. If a Qualifying Take-over Bid is made for the Common Shares, and such Qualifying Take-over Bid does not permit tendering by notice of guaranteed delivery, Cott shall, on consummation of such a Qualifying Take-over Bid, subject to compliance with all applicable laws and regulations, repurchase each Unvested Share held by the Participants at a purchase price equal to the offer price pursuant to the Qualifying Take-over Bid. Cott will take all reasonable steps necessary to facilitate or guarantee the exercise by the Participants of the rights hereinbefore described.

5.9 All Common Shares held by the Trustee on behalf of a Participant that vest in accordance with the terms hereof shall be distributed from the EBP Fund and shall no longer constitute part of the EBP Fund. All such Vested Shares shall be held in the ESP Fund by the Trustee on behalf of a Participant. The Trustee shall hold all such Vested Shares in accordance with the terms of this Plan and the terms of the Employee Savings Plan Trust Agreement.

6.0 ACCOUNTING AND REPORTING

6.1 An account or accounts will be maintained for each Participant in which there will be recorded all contributed amounts allocated to such Participant, the number of Common Shares acquired on behalf of such Participant, the number of Vested Shares, the market value of such Common Shares and Vested Shares and such other information as may be necessary or advisable in connection with the administration of this Plan.

6.2 A Participant will be provided with a summary of his or her accounts on an annual basis.

7.0 WITHDRAWAL AND LIMITATION ON UNVESTED SHARES

7.1 A Participant may, at any time and from time to time by notice to Cott, in the form set out in the attached Schedule A, request: (a) delivery to him or her of certificates representing such Participant's Vested Shares, if applicable; or (b) a cheque representing the proceeds of a sale of any of such Participant's Vested Shares.

7.2 In respect of the election referred to in Section 7.1(b) above, the Trustee shall sell such number of Vested Shares as are referred to on the Toronto Stock Exchange at the prevailing market price of the Common Shares at the time and at the date of the sale of the Common Shares.

7.3 Vested Shares are not subject to any restriction concerning their use other than pursuant to Cott's policies respecting the trading of the Common Shares by Employees or by law. A Participant shall not, directly or indirectly, assign, transfer or encumber in any manner whatsoever any rights in and to Unvested Shares held on such Participant's behalf under this Plan.

7.4 Only whole Vested Shares will be delivered. If a Participant is entitled to a fraction of a Vested Share, such entitlement will be satisfied by the cash payment to such Participant of the then current market value of such fraction of a share.

8.0 DIVIDENDS AND OTHER RIGHTS

8.1 The Trustee shall use all cash dividends received by it in a year in respect of all Vested Shares and Unvested Shares held by it on behalf of any Participant to purchase additional Common Shares to be allocated (on a fully vested basis) to Participants, pro rata, as of the date on which the dividend was paid. Stock dividends received by the Trustee in a year in respect of all Vested Shares and Unvested Shares held by it on behalf of any Participant shall be allocated to that Participant on a fully vested basis, in the same year as such dividends are received by the Trustee.

8.2 The Trustee shall use all income earned by the EBP Fund and the ESP Fund, if any, to purchase additional Common Shares to be allocated (on a fully vested basis) to Participants, pro rata, as of the date of the purchase of such additional Common Shares.

8.3 If the Trustee becomes entitled to subscribe for additional shares or securities of Cott by virtue of the Trustee being the registered holder of Common Shares, the Trustee, if so requested by any Participant and if the Participant has provided the Trustee with all amounts necessary to exercise such subscription rights with respect to the Common Shares then held by the Trustee on behalf of such Participant, shall exercise such rights in the name of the Trustee on behalf of such Participant. Upon issuance of the additional shares or securities, such additional shares or securities so received by the Trustee on behalf of the Participant shall be fully vested in the Participant.

8.4 The Trustee may attend all meetings of shareholders of Cott which it shall be entitled to attend by virtue of being the registered holder of Common Shares and shall vote the

Common Shares held on behalf of each Participant at every such meeting in such manner as each Participant shall have directed in writing, and in default of any such direction, the Trustee shall refrain from voting the Vested Shares and Unvested Shares. The Trustee will, if so required by any Participant, execute all proxies necessary or proper to enable the Participant to attend such meeting in place of the Trustee.

8.5 The Company shall promptly transmit to each Participant all notices of conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers that the Company receives from the Trustee relating to the Common Shares.

9.0 TAX MATTERS

9.1 If, for any reason whatsoever, the Trustee and/or a Participating Company becomes obligated to withhold and/or remit to any applicable taxation authority (whether domestic or foreign) any amount in connection with this Plan in respect of a Participant, then the Trustee or the Participating Company, as the case may be, shall provide written notice of such obligation to the Participant and shall make the necessary arrangements, as acceptable to the Trustee or the Participating Company, in connection with the amount which must be withheld and/or remitted.

9.2 Upon the vesting of any Common Shares pursuant to the terms of this Plan, the Trustee shall, in respect of each Participant, provide Cott with written notice of the amount vested and the market value of the Vested Shares. Cott shall be responsible for reporting the Participant's vested amount as income to the Canadian taxation authorities. The Trustee shall, in respect of each Participant, be responsible for reporting to the Canadian taxation authorities any income allocated and paid to the Participant in accordance with section 5.2 hereof.

10.0 AMENDMENT OF PLAN AND TRUST AGREEMENTS

10.1 From time to time the Committee or the board of directors of Cott may amend any provisions of this Plan and any provisions of the Trust Agreements and the Committee or the board of directors of Cott may terminate this Plan at any time, but no amendment of this Plan or the Trust Agreements, or any termination of this Plan, shall divest any Participant of his or her entitlement to Common Shares as provided in Article 5 or of any rights a Participant may have in respect of the Common Shares, without the prior written consent of the Participant. No amendment of this Plan shall affect the rights and duties of the Trustee without its prior written consent.

11.0 GENERAL

11.1 The Trustee shall be entitled to rely on a certificate of the CEO, the Senior Vice President of Human Resources or the Corporate Secretary of Cott as to any of the following matters:

(a) when the employment of a Participant with a Participating Company has terminated; and

(b) the date of death, Normal Retirement or Permanent Disability of any Participant.

11.2 The Committee or the board of directors of Cott may by resolution make, amend or repeal at any time and from time to time such regulations not inconsistent herewith as it may deem necessary or advisable for the proper administration and operation of this Plan. In particular, the board of directors of Cott may delegate to any officers of a Participating Company such administrative duties and powers as it may see fit with respect to this Plan.

11.3 Two officers of Cott, one of whom must be the CEO, the Senior Vice President of Human Resources or the Corporate Secretary, are hereby authorized to sign and execute all instruments and documents and do all things necessary or desirable for carrying out the provisions of this Plan.

11.4 This Plan and the Trust Agreements are established under the laws of the Province of Ontario and the rights of all parties and the construction and effect of each and every provision of this Plan and the Trust Agreements shall be according to the laws of the Province of Ontario and the laws of Canada applicable therein.

11.5 This Plan and the Trust Agreements shall enure to the benefit of and be binding upon Cott, its successors and assigns. The interest hereunder of any Participant shall not be transferable or alienable by such Participant either by assignment or in any other manner whatsoever and, during his or her lifetime, shall be vested only in him or her, but, upon such Participant's death, shall enure to the benefit of and be binding upon the personal representatives of the Participant.

11.6 Any questions of interpretation of the Plan will be submitted to the Committee for resolution. Any resolution of such a question of interpretation of the Plan by the Committee shall be final in all respects, and in particular, shall not be subject to any appeals whatsoever.

11.7 This Plan is, with respect to all assets in the EBP Fund, an "Employee Benefit Plan" for the purposes of the Act.

Executed on the 2nd day of January, 2003 with an effective date of the 2nd day of JANUARY, 2003.

COTT CORPORATION

PER: /s/ Colin Walker

NAME: Colin Walker

TITLE: Senior Vice President

COTT BEVERAGES INC.

PER: /s/ Colin Walker

NAME: Colin Walker

TITLE: Senior Vice President

COTT BEVERAGES LIMITED

PER: /s/ Raymond P. Silcock

NAME: Raymond P. Silcock

TITLE: Executive Vice President and Chief Financial Officer

Exhibit 13.1

IT STARTS INSIDE.

Cott Corporation 2002 Annual Report

Photo - top of carbonated soft drink can

RETAILER BRAND POWERHOUSE

The world's largest producer of retailer brand carbonated soft drinks, Cott Corporation markets its beverages to retailers in many different channels -- including supermarkets, grocery stores, mass merchandisers, drug stores and convenience stores. In addition to carbonated soft drinks, the Company produces clear sparkling flavored beverages, juices and juice blends, spring water and purified drinking water.

Cott's core markets -- the United States, Canada and the United Kingdom -- account for the majority of sales. Adding its newest manufacturing venture in Mexico, Cott now operates 18 bottling plants in four countries. Its research center is located in Columbus, Georgia, where scientists and technicians create beverage concentrates and formulas. Cott's marketing professionals work closely with leading retailers on their product ranges, category management, sales and merchandising, and supply chain solutions.

While its strategic focus is on growing its customers' brands, Cott also sells beverages under Company trademarks -- such as Cott(TM), Stars & Stripes(TM), Vess(TM) and Vintage(TM). Through a network of RC(TM) International bottlers, Cott's products are sold in more than 60 countries outside North America.

WHAT'S INSIDE MAKES THE DIFFERENCE

Cott is headquartered in Toronto, Canada, with offices and bottling plants in North America and the U.K. Its 2,800 employees range across many functions of the integrated beverage Company -- from research and procurement through manufacturing, distribution and customer service.

TABLE OF CONTENTS

Photo - commemorative carbonated soft drink can Cott listed July 30, 2002
COT LISTED NYSE

LOOKING INSIDE 2002

BOLSTERING POSITION IN U.S.

Progressing on its strategy of making acquisitions and alliances, Cott purchased Premium Beverage Packers, Inc., a longtime bottler of the Company's products. Located in Wyomissing, Pennsylvania, this newest unit adds capacity as well as flexibility to Cott's manufacturing and distribution systems in a populous market.

SHOWING COMMUNITY SPIRIT

Cards and letters from 61 children at Hope's Children Home expressed great thanks to our Tampa employees. The heartwarming letters came after gifts went to the Home during the holiday season. As "adopters" of the kids from one to 18 years old, Cott people sponsor a year-round program that features Spring Cleaning" and a summer picnic - and lots of toys and clothes and, to be sure, cases of refreshing soft drinks. [photo]

WINNING CUSTOMER RECOGNITION

Asda, the well known Wal-Mart unit in the United Kingdom, presented Cott with its "Snacking Supplier Excellence Award." The award cited Cott for effective approaches in helping Asda's Virtuous Circle program aimed at building consumer value.

BUILDING WORLD CLASS TEAMS

This key strategy took on momentum during the year as new appointments were announced in Company leadership:

John Sheppard came aboard as President of Cott USA. [photo]

Other key appointments include:

- Mark Benadiba adding responsibilities for RC International and Cott Mexico,

- Paul Richardson assuming executive leadership of the U.K. business,

- Colin Walker added management of concentrates and the company-wide Six Sigma Initiative to his responsibilities,

- Douglas Neary joining as Chief Information Officer,

- Philip Lamb becoming President of Cott Canada, and

- Gil Arvizu being named Managing Director of the new venture in Mexico.

EXPANDING THE BOARD

Christine Magee joined as the newest member of the Company's Board of Directors. Her acclaimed success as a retail entrepreneur, cofounder and president of Sleep Country Canada, provides strong credentials for her new role. [photo]

HONORING THE COMPANY

Cott's chairman, president & CEO Frank Weise received several notable awards in 2002. First, Beverage Industry, the worldwide trade publication, recognized him as the "Executive of the Year" for effective leadership in Cott's "turnaround" and "growth" over four years. Then, National Post named him one of Canada's top three CEOs for the year. Frank said, "These honors belong to Cott men and women who have delivered a winning performance year after year." [photo]

LISTING ON THE BIG BOARD

"The New York Stock Exchange is proud to welcome Cott Corporation to our family," said NYSE chief Dick Grasso as the symbol 'COT' was added to the tape on July 30. Listing on the world's most important exchange provides greater visibility for the Company. Cott continues its listing as 'BCB' on the Toronto Stock Exchange.

COTT CORPORATION VALUES

Customer Focused

Passion and Pride
Integrity
Accountability
Sense of Urgency
Quality
Teamwork

Diversity
Continuous Improvement

LETTER FROM CEO

FELLOW OWNER,

When we say, "It starts inside," we mean it a number of ways. First, our products are made to the highest standards of quality - to exceed our customers' expectations this time, next time - every time. At Cott, that has a deeper meaning since our product is sold to the consumer bearing the customer's own brand.

We never lose sight of that relationship. Well over 2,500 quality tests are performed every day in our plants and laboratories around the world to assure the integrity of Cott beverages. That requires substantial investment as well as professionals who bring pride and passion to their work.

Beyond what's inside the product, integrity inside our Company counts too - it starts with our people and our values. We demand accountability of ourselves. We define our goals and progress in terms of our shareowners' interests - and see that as a long-term priority.

Over the past several years, we have built an experienced and respected management team. The values we practice, the ethics we live by, the integrity that shows in our dealings with customers, suppliers, regulators, security analysts and our fellow employees - all make up what's inside Cott.

For our leadership, integrity is a way of life. It starts inside and stands behind every achievement we can claim over the past four years. We are especially proud to share the record results posted in 2002.

Photo - Frank E. Weise, III
Chairman, President & Chief Executive Officer

RECORD YEAR -- 2002 FINANCIAL PERFORMANCE

- Income from continuing operations, per diluted share, increased by 43% to a record $0.83

- Sales also hit an all-time high, rising 10% to $1.2 billion

- Operating income increased 32% to a record $122.7 million

- Gross margins for the year reached 19.4% vs. 17.2% a year ago

- Operating cash flow (less capital expenditures) was $60 million before cash costs of debt redemption

FINANCIAL HIGHLIGHTS 2002

		YEAR ENDED	
(in millions of U.S. dollars, except per share amounts)	DECEMBER 28, 2002	DECEMBER 29, 2001	DECEMBER 30, 2000
Sales	$ 1,198.6	$ 1,090.1	$ 990.6
Gross profit	19.4%	17.2%	16.7%
Operating income	122.7	93.3	75.9
Income from continuing operations	58.3	39.9	26.6
Operating cash flow, after capital expenditures(1)	60.0	57.6	67.6
Working capital	59.6	55.7	29.1
Net debt(2)	373.8	395.2	310.6
Income from continuing operations per diluted share	0.83	0.58	0.40

(1)Excluding cash costs of debt redemption for the year ended December 28, 2002

(2)Net Debt for the year ended December 29, 2001 was adjusted for the redemption of 2005 and 2007 senior notes from cash in trust on January 22, 2002

* As defined on page 43 of Management's Discussion and Analysis of Financial Condition and Results of Operations

WALL STREET CELEBRATION -- When the COT ticker symbol was added to the New York Stock Exchange on July 30, 2002, members of Cott's management team gathered to hail the historic event. From left, Rod Jimenez, Colin Walker, Neil Stalter, Edmund O'Keeffe, Mark Halperin, Frank Weise, Serge Gouin, Tina Dell'Aquila, Paul Richardson, Ray Silcock, Mark Benadiba and John Sheppard. [photo]

BAR CHARTS

Income from continuing operations per diluted share (U.S. dollars) 2000 0.40
2001 0.58
2002 0.83
Earnings Before Interest, Taxes, Depreciation & Amortization* (millions of U.S. dollars)
2000 114.7
2001 135.5
2002 164.2
Operating Cash Flow(1) (after capital expenditures) (millions of U.S. dollars) 2000 67.6
2001 57.6
2002 60.0

DELIVERING ON KEY STRATEGIES

In last year's annual report, I laid out the four strategies that guide our Company in its vision for growth. But, I also know that it is not enough to set a vision and strategy; execution matters above all. This year we delivered on each strategy. Let me share some examples of our progress:

1. EXPAND THE CORE -- Growing with our current customers is the backbone to this strategy. Sales to several core accounts in the U.S. grew at double-digit rates. Re-launches of beverage lines at premier supermarkets in the United States and the addition of regional chains in the U.S. and the U.K. point to more growth in 2003. In Canada, our innovation teams scored remarkable successes with new fruit-flavored drinks such as blueberry, grapefruit and new Italian-style flavors.

2. MAKE ACQUISITIONS AND ALLIANCES -- In 2002, we took a big step by forming a new venture in Mexico. Poised to serve major customers in this market of 100 million consumers, Cott Embotelladores de Mexico, S.A. de C.V. is expected to go into full operation in time for the 2003 summer season. Earlier in the year, the acquisition of Premium Beverage Packers, Inc. reinforced our position in the northeast U.S. market.

3. BUILD WORLD CLASS TEAMS -- Cott's future depends on motivated performers who couple strong operational skills with an understanding of customers' needs. That's why we invest every day in our people. For example, a growing number of our operations group personnel Company-wide are trained in Six Sigma principles. Six Sigma is the cornerstone to the continuous improvement processes that drive Cott's business teams and help leverage best practices among all units.

4. DRIVE MARGINS AND CASH FLOW -- We set out several years ago with a call to "sweat the assets." Continuous cost improvements have led to gross margin gains, and have generated higher cash flows. These support our customer base, through investments in capital assets and people, allow strategic acquisitions and enable us to pay down debt. Since 1999, earnings before interest, taxes, depreciation and amortization have more than doubled.

MOVING AHEAD -- CONSUMER PROVIDES MOMENTUM

As 2003 unfolds, we see opportunities to build on the benchmarks set in 2002. New customer programs, especially in the U.S., should boost volumes. Further stabilizing our U.K. business should firm up its earnings performance. In Mexico, volumes will reflect a full year of operations. In Canada, innovation is pointing to broadened customer coverage in flavored beverages and water. Plant efficiencies should be realized in all three core markets, leading to improved capacity utilization and customer service.

I have said that we are in the right business at the right time. The oxygen that fuels my optimism comes from the consumer. According to ACNielsen, more than 80% of U.S. households now regularly buy store brand products. A typical shopper picks up a store-label product 67 times per year. Soft drinks are among the most popular of these products -- and a driving force in retail branding since they rank asone of the largest dollar categories in the supermarket.

CHART - THE TAKE-HOME CARBONATED SOFT DRINK MARKET - 2002

Volume Share		
Total Category: $31 billion	Major National Brands	81%
	Specialty Segment	19%
Specialty Segment: $5 billion	Cott Retailer Brand	45%
	Non-Cott Retailer Brand	23%
	Tertiary Brands	32%
Retailer Brand: $3 billion	Cott Retailer Brand	66%
	Non-Cott Retailer Brand	34%

Retailer brand carbonated soft drinks have huge growth potential in the United States where today only about 10% of take-home carbonated soft drinks are retailer brands. In Canada retailer brand carbonated soft drinks have a 20% market share while in the U.K. they hold a 28% share. As retailer consolidation in the U.S. proceeds, Cott's opportunities to grow with this segment are expected to accelerate.

So, with empowered employees and strategies in place, we look forward to another record performance for your Company in 2003. Will there be challenges? Yes, and there will be hurdles that we cannot foresee. However, we are moving ahead with strong momentum - confident of what's inside both our products and our Company. What's inside makes the difference!

I again thank you for your confidence. It is a profound privilege to lead Cott Corporation.

/s/ Frank E. Weise, III

Frank E. Weise, III
Chairman, President and Chief Executive Officer

MESSAGE FROM THE LEAD INDEPENDENT DIRECTOR

When I participated in the bell-ringing ceremony at the New York Stock Exchange on July 30, it was thrilling to be with the Cott management team on that famous balcony. I knew that we were marking more than the listing of Cott's stock. That, of course, was a significant event in itself. But, I also reflected on the journey that we had taken during the past four years.

Cott's turnaround and now the shift to a growth strategy are well documented. Behind this performance -- and so evident to me in New York -- is a team of managers who rank among the best. Their experience as beverage professionals in North America and Europe inspire strong confidence in our future. This team and the bench strength across the Company are a resource rich in talent and leadership skills.

As we enter a promising new year, the Board of Directors is proud to endorse the strategic directions of the Company. We welcome Christine Magee to our Board, and we gratefully acknowledge the services of True Knowles, who resigned in 2002 after six years as a member of the Board.

Serge Gouin
Lead Independent Director
[photo]

photo - carbonated soft drinks on ice

CONSUMER APPEAL

POPPING THE LID ON GREAT TASTE!

21st century consumers respond to traditional flavors, as well as new choices in soft drinks. Colas remain the worldwide favorite as "new age" sparkling clear beverages gain along with waters and blends of berries and fruits.

Changing personal tastes and a range of new flavors drive the $31-billion take-home carbonated soft drinks market in Cott's core geographies. Cott R&D technologists develop outstanding formulas that meet the demanding needs of our customers and consumers. [photo]

HOTLINE -- When retailers call for data on their specific beverages, Cott phone centers are ready. Details on dating, ingredients and new formulations are available from plant or technical professionals. News about consumer reactions to their flavor favorites is especially valuable. [photo]

PREPARING AND PROTECTING -- Cott plant and marketing personnel are kept up-to-date on programs designed to protect beverage quality around the world. Roseanne Parans, director risk management and insurance, coordinates a multi-functional effort that reviews regulations, media planning and store communications needs. [photo]

INTERNATIONAL REACH

A WORLD BRIMMING WITH NEW OPPORTUNITIES.

Growing with retailers takes Cott to many promising venues. Keeping a clear eye on customer service and operating efficiencies, local on-site managers extend the reach of a coordinated global effort.

SHOWING THE WORLD -- Top retailers in Cott's market areas are increasing their retailer brand shares with beverage lines that also build the category. In the U.S., Harris Teeter's Mountain Roar(TM) soda has spurred consumer demand; Canada's Shoppers Drug Mart offers Life Brand(TM) spring water to great success; and in the U.K., Sainsbury's Classic(TM) cola boasts a high share. [photo]

Graphic - flags of Mexico, the United States of America, Canada and the United Kingdom

INVESTING IN GROWTH: Our key strategy of Expanding the Core takes shape in Mexico. Gil Arvizu, Cott managing director, leads a workforce in Puebla that is well prepared to deliver on customer expectations. Mexico, with a population of approximately 100 million, is second only to the United States in per-capita consumption of soft drinks. [photo]

CREATIVE PARTNERS

FORGING PARTNERSHIPS FOR GROWTH.

Each leading retailer projects a unique personality, meaning that Cott customer teams need to offer customized merchandising solutions. A 12-point program of "Value-Added Services" aims at specific goals: convert shoppers to buyers; raise category growth rates; build retailer-brand penetration.

Cott's customer-centric support takes many forms - from high-impact packaging design and category management to rigorous business reviews. What ties it all together is a commitment to understand each customer's growth needs. Experienced teams work in partnership with our customers to develop powerful solutions.
[photo]

FACT-BASED CREATIVITY -- Doreen Gormley, U.S. vice president marketing and category management, leads a team of Cott retailer service experts. Their mission is to match resources with needs - "to make sure that every customer gets at least 200% of our attention." Doreen's team interprets and shares consumer shopping data that feature demographics, trendlines, national and regional flavor preferences and other differentiators. [photo]

TEAMING WITH CUSTOMERS -- Delivering tailored solutions to leading retailers such as Wegmans in the U.S. helps our customers grow their retailer branded beverage programs, build consumer loyalty and differentiate their stores. Cott teams strive to understand each customer's unique culture and position in the industry in order to serve them better every day. [photo]

INNOVATION

INSPIRING A SPARKLING PERFORMANCE.

Every Cott success starts with an idea - the magical mix of creative energy and investment. A research and development center in Columbus, Georgia, serves as the hub for a company network that supports scores of beverage scientists and technologists. The Center hosts many customers each year. [photo]

To service more than 80 bottlers around the world - Cott's own plants and RC(TM) International bottlers - hundreds of beverage concentrates are required. A battery of physical, chemical and microbiological analyses helps assure quality. U.S.-based field teams service the U.K., Canada and Mexico and are available to international customers.

INNOVATION AWARD -- Each year an individual or team is cited for "Excellence in Innovation" and receives the coveted Gerald N. Pencer Award, named for the Company's former CEO. Winners have come from all three core markets. In 2002, a team from Cott Canada earned recognition for its extraordinary success in creating and rolling out a line of tasty cranberry and blueberry carbonated soft drinks. [photo]

RESOURCES AT WORK -- Aimed at sharpening the Focus on customer service, Cott's Information Technology has grown in its range of applications. Companywide, users are linked by new systems that foster team collaboration in managing an ever-accelerating pace of change -- using web software to monitor and update customers' product information and to track revisions in label designs, product brands and formulas.
[photo]

SUMMARY TABLE OF CONTENTS FOR THE ANNUAL REPORT ON FORM 10-K

Photo - top of carbonated soft drink can

CORPORATE OFFICERS AND BOARD OF DIRECTORS

BOARD OF DIRECTORS

Colin J. Adair (3)*
First Vice President
Investment Advisor
CIBC Wood Gundy

W. John Bennett (1)
Chairman, President and
Chief
Executive Officer
Benvest Capital Inc.

C. Hunter Boll (1)*
Managing Director
Thomas H. Lee Partners L.P.

Serge Gouin (1), (2)*
Lead Independent Director
Vice Chairman
Salomon Smith Barney
Canada, Inc.

Thomas M. Hagerty (2)
Managing Director
Thomas H. Lee Partners L.P.

Stephen H. Halperin (2), (3)
Partner
Goodmans LLP

David V. Harkins (3)
President
Thomas H. Lee Partners L.P.

Christine A. Magee
President
Sleep Country Canada

Donald G. Watt
Chairman
Watt International Inc.

Frank E. Weise III
Chairman, President &
Chief Executive Officer
Cott Corporation

CORPORATE OFFICERS

Frank E. Weise III
Chairman, President &
Chief Executive Officer

Mark Benadiba
Executive Vice President
Canada & International

Paul R. Richardson
Executive Vice President
Global Procurement & U.K.

John K. Sheppard
Executive Vice President
President, U.S. Operations

Raymond P. Silcock
Executive Vice President &
Chief Financial Officer

Mark R. Halperin
Senior Vice President,
General Counsel & Secretary

Colin D. Walker
Senior Vice President,
Corporate Resources

Catherine M. Brennan
Vice President, Treasurer

Tina Dell'Aquila
Vice President, Controller
& Assistant Secretary

Ivano R. Grimaldi
Vice President,
Global Procurement

Douglas P. Neary
Vice President,
Chief Information Officer

Edmund P. O'Keeffe
Vice President,
Investor Relations &
Corporate Development

Prem Virmani
Vice President,
Technical Services

(1) Member, Audit Committee

(2) Member, Corporate Governance Committee

(3) Member, Human Resources & Compensation Committee

* Committee Chairman

INVESTOR INFORMATION

CORPORATE HEADQUARTERS
207 Queen's Quay West, Suite 340
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Tel: (416) 203-3898
Fax: (416) 203-8171

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MEXICO OFFICE
Gil Arvizu - Managing Director, Mexico Operations
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San Pablo Xochimehuacan
Puebla, Puebla. C.P. 72014

RC COLA INTERNATIONAL
Jerry Smith - President, RC Cola International
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Plantation, Florida 33324

UNITED KINGDOM AND EUROPE OFFICE
Paul R. Richardson - Executive Vice President Global Procurement and U.K. Operations
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Kegworth, Derbyshire
DE74 2FJ

UNITED STATES OFFICE
John K. Sheppard - Executive Vice President
President, U.S. Operations
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Tampa, Florida 33607

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Canada
www.cott.com

PRINCIPAL OPERATIONS
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Columbus, Georgia, USA
(Concentrate Manufacturing)
Concordville, Pennsylvania, USA
Kegworth, Derbyshire, U.K.
Lachine, Quebec, Canada
Mississauga, Ontario, Canada
Pointe-Claire, Quebec, Canada
Pontefract, West Yorkshire, U.K.
Puebla, Puebla, Mexico
Revelstoke, British Columbia, Canada
San Antonio, Texas, USA
San Bernardino, California, USA
Scoudouc, New Brunswick, Canada
Sikeston, Missouri, USA
St. Louis, Missouri, USA
Surrey, British Columbia, Canada
Tampa, Florida, USA
Wilson, North Carolina, USA
Worcester, Massachusetts, USA
(Northeast Retailer Brands LLC)
Wyomissing, Pennsylvania, USA

RESEARCH AND DEVELOPMENT CENTER
Columbus, Georgia, USA

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PUBLICATIONS
For copies of the Annual Report or the SEC Form 10-K, visit our website, or contact us at (800) 793-5662.

QUARTERLY BUSINESS RESULTS/COTT NEWS
Current investor information is available on our website at www.cott.com

TRANSFER AGENT & Registrar
Computershare Trust Company of Canada

AUDITORS
PricewaterhouseCoopers LLP

STOCK EXCHANGE LISTING
Toronto Stock Exchange: BCB
NYSE: COT

ANNUAL GENERAL MEETING
Cott's 2003 Annual Meeting takes place on Thursday, April 17, 2003 at 8:30 a.m. at the Toronto Stock Exchange, Toronto, Ontario, Canada.

La version francaise est disponible sur demande.

Design: MediaConcepts Corporation, Assonet, MA www.mediaconceptscorp.com

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Exhibit 21.1

LIST OF SUBSIDIARIES

	Name of Subsidiary	Jurisdiction of Incorporation or Organization	Direct or Indirect Percentage Ownership
1.	Cott Holdings Inc.	Delaware & Nova Scotia	100%
2.	Cott USA Corp.	Georgia	100%
3.	Cott Beverages Inc.*	Georgia	100%
4.	Northeast Retailer Brands LLC	Delaware	51%
5.	Cott Vending Inc.	Delaware	100%
6.	Cott Beverages Wyomissing Inc.	Pennsylvania	100%
7.	Cott International Trading, Ltd.	Barbados	100%
8.	BCB International Holdings	Cayman Islands	100%
9.	BCB European Holdings	Cayman Islands	100%
10.	Cott Retail Brands Limited	United Kingdom	100%
11.	Cott Europe Trading Limited	United Kingdom	100%
12.	Cott Beverages Limited	United Kingdom	100%
13.	Cott Embotelladores de Mexico, S.A. de C.V.	Mexico	90%
14.	Cott Atlantic Company	Nova Scotia	100%
15.	CB Nevada Capital Inc.	Nevada	100%

Certain subsidiaries are omitted; such subsidiaries, even if combined into one subsidiary, would not constitute a "significant subsidiary" within the meaning of Regulation S-X.

*This entity also does business as Cott Beverages USA, a division of Cott Beverages Inc., Cott International, Cott Concentrates and RC Cola International.

Exhibit 23.1

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation, or incorporation by reference, of our report dated January 30, 2003 relating to the consolidated financial statements and our report dated January 30, 2003 relating to the financial statement schedules, which appear in this Annual Report on Form 10-K and in the Registration Statements on Form S-8 (333-56980), S-8 (333-05172), S-8 (033-84964) and S-8 (033-72894).

/s/ PricewaterhouseCoopers LLP

Chartered Accountants
Toronto, Ontario
March 17, 2003