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is a true and exact copy  
of the original

Hammonds 7-4-05

Hammonds  
2 Park Lane  
Leeds

LS3 1BS

THE COMPANIES ACT 1985

WRITTEN RESOLUTION OF THE SHAREHOLDERS OF

COTT BEVERAGES LIMITED  
(COMPANY NUMBER 2836071)



We, the undersigned, being all of the members of the Company entitled to attend and vote at any general meeting of the Company unanimously agree pursuant to s.381A of the Companies Act 1985 that the following resolutions be passed as written resolutions of the Company having effect as special resolutions and confirm that they shall be as valid and effective for all purposes as if the same had been passed at a general meeting of the Company duly convened and held:

SPECIAL RESOLUTIONS

THAT:

- 1 the Articles of Association of the Company be and are hereby amended by the deletion of Article 5 and replacement with the following wording as a new Article 5:

"Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles)

- 5.1 The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

5.1.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or

5.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or


5.1.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.";

- 2 the terms and conditions (as the same may be amended, varied, supplemented or substituted from time to time) of each of the Documents (as defined below) which the Company is proposing to enter into in connection with a multi-currency revolving credit

agreement (the "**Credit Agreement**") to be entered into between, the Company's Canadian ultimate parent company, Cott Corporation (the "**Parent**"), Cott Beverages Inc (the "**US Borrower**"), the Company (the "**UK Borrower**"), Cott Embotelladores de Mexico, S. A. de C. V. (the "**Mexican Borrower**" and the Parent, the US Borrower, the UK Borrower and the Mexican Borrower are together the "**Borrowers**") and Wachovia Bank, National Association as administrative agent and security trustee (the "**Bank**") pursuant to which the Bank had offered to make available to the Borrowers a revolving credit facility (the "**Facility**") in the initial aggregate principal amount of US\$100,000,000 with an option to increase the aggregate principal amount of the Facility by up to US\$150,000,000 upon the terms and subject to the conditions detailed therein and which shall be used (i) to refinance certain existing indebtedness, (ii) for general corporate purposes, including, without limitation, working capital, capital expenditures, expenditures in the ordinary course of business and permitted acquisitions and investments and (iii) to pay fees and expenses related to the Facility, be and are hereby approved and (notwithstanding any provisions of the Memorandum and Articles of Association of the Company or any personal interest of any of the directors) the directors of the Company be and are hereby empowered, authorised and directed to complete and enter into each such document, being:

- 2.1 a \$100,000,000 multicurrency revolving credit facility to be entered into between, among others, the Bank and the Company (the "**Credit Agreement**");
  - 2.2 a debenture to be entered into by the Company in favour of the Bank (the "**Debenture**"); and
  - 2.3 a New York law governed guaranty agreement to be entered into by, among others, the Company in favour of the Bank (the "**Guaranty Agreement**");
  - 2.4 a HSBC Bank plc ("**HSBC**") multi-currency overdraft facility letter to be entered into between the Company and HSBC (the "**HSBC Facility Letter**");
  - 2.5 a HSBC standard form fax indemnity to be given by the Company (the "**HSBC Fax Indemnity**"),
- (together the "**Documents**" and each a "**Document**");
- 3 (i) the execution and delivery by the Company of each of the Documents, (ii) the performance by the Company of its obligations under each of the Documents and (iii) the transactions contemplated by each such Document be and are hereby approved.

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Director  
For and on behalf of  
Cott Retail Brands Limited

Dated: 30 March 2005