

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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 35)***

Coca-Cola Bottling Co. Consolidated
(Name of Issuer)

Common Stock, Par Value \$1.00 Per Share
(Title and Class of Securities)

191098102
(CUSIP Number)

Bernhard Goepelt
Senior Vice President, General Counsel and Chief Legal Counsel
The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
(404) 676-2121

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 12, 2015
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(continued on following pages)

SCHEDULE 13D/A

CUSIP No. - 191098102

1	NAME OF REPORTING PERSON THE COCA-COLA COMPANY	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input type="checkbox"/>
		(b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	
	7 SOLE VOTING POWER 0	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8 SHARED VOTING POWER 2,482,165	
	9 SOLE DISPOSITIVE POWER 0	
	10 SHARED DISPOSITIVE POWER 2,482,165	
	11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,482,165	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW 11 EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 34.76%	
14	TYPE OF REPORTING PERSON* CO	

*SEE INSTRUCTIONS BEFORE FILLING OUT

SCHEDULE 13D/A

CUSIP No. - 191098102

1	NAME OF REPORTING PERSON	<u>THE COCA-COLA TRADING COMPANY LLC</u>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*		(a) <input type="checkbox"/>
			(b) <input checked="" type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS*	<u>OO</u>	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	<u>State of Delaware</u>	
	7	SOLE VOTING POWER	
		0	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	
		2,482,165	
	9	SOLE DISPOSITIVE POWER	
		0	
	10	SHARED DISPOSITIVE POWER	
		2,482,165	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	2,482,165	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW 11 EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11	34.76%	
14	TYPE OF REPORTING PERSON*	<u>OO</u>	

*SEE INSTRUCTIONS BEFORE FILLING OUT

SCHEDULE 13D/A

CUSIP No. - 191098102

1	NAME OF REPORTING PERSON	COCA-COLA OASIS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*		(a) <input type="checkbox"/>
			(b) <input checked="" type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS*	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	State of Delaware	
	7 SOLE VOTING POWER	0	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8 SHARED VOTING POWER	2,482,165	
	9 SOLE DISPOSITIVE POWER	0	
	10 SHARED DISPOSITIVE POWER	2,482,165	
	11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	2,482,165	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW 11 EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11	34.76%	
14	TYPE OF REPORTING PERSON*	OO	

*SEE INSTRUCTIONS BEFORE FILLING OUT

SCHEDULE 13D/A

CUSIP No. - 191098102

1	NAME OF REPORTING PERSON	<u>CAROLINA COCA-COLA BOTTLING INVESTMENTS, INC.</u>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*		(a) <input type="checkbox"/>
			(b) <input checked="" type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS*	<u>OO</u>	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	<u>State of Delaware</u>	
	7 SOLE VOTING POWER	<u>0</u>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8 SHARED VOTING POWER	<u>2,482,165</u>	
	9 SOLE DISPOSITIVE POWER	<u>0</u>	
	10 SHARED DISPOSITIVE POWER	<u>2,482,165</u>	
	11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	<u>2,482,165</u>
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW 11 EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11	<u>34.76%</u>	
14	TYPE OF REPORTING PERSON*	<u>CO</u>	

*SEE INSTRUCTIONS BEFORE FILLING OUT

This Amendment No. 35 amends and supplements the original Schedule 13D filed on May 18, 1987 by The Coca-Cola Company, as amended by Amendments 1 through 34 (the "Schedule 13D"). Terms used herein and not otherwise defined shall have the meanings given such terms in the Schedule 13D.

Item 4. Purpose of the Transaction

Item 4 is hereby amended and supplemented as follows:

The Coca-Cola Company invests in bottling operations such as Coca-Cola Bottling Co. Consolidated ("Coke Consolidated") in order to maximize the strength and efficiency of its production, distribution and marketing systems around the world. In line with this bottling strategy, The Coca-Cola Company regularly reviews its options relating to its investments in bottling operations throughout the world, including its investment in Coke Consolidated.

As part of this review, The Coca-Cola Company and Coke Consolidated entered into the non-binding Letter of Intent attached hereto as Exhibit 99.2 (the "Letter of Intent") pursuant to which Coca-Cola Refreshments USA, Inc., a wholly owned subsidiary of The Coca-Cola Company ("CCR"), will grant Coke Consolidated in two phases certain exclusive rights for the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed beverage products in certain territories current served by CCR. The first phase of additional distribution territory expansion includes eastern and northern Virginia, most of Delaware, the entire State of Maryland, Washington DC, and parts of North Carolina, Pennsylvania and West Virginia (the "Next Phase Territories"). The second phase of additional territory expansion includes central and southern Ohio, northern Kentucky and parts of Indiana and Illinois (the "Subsequent Phase Territories" and together with the Next Phase Territories, the "Additional Territories"). The Additional Territories include the following major markets: Baltimore, MD; Alexandria, Norfolk and Richmond, VA; Washington, DC; Cincinnati, Columbus and Dayton, OH; and Indianapolis, IN.

The expansion of Coke Consolidated's distribution territories contemplated by the Letter of Intent follows Coke Consolidated's completion on May 1, 2015 of a series of territory expansion transactions with CCR (the "Completed Phase Territories"), which were covered by the non-binding letter of intent dated April 15, 2013.

The exclusive rights for the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed products in the Next Phase Territories will be granted by CCR to Coke Consolidated initially pursuant to a comprehensive beverage agreement substantially in the form currently in effect in the Completed Phase Territories, a form of which was filed as an exhibit to Exhibit 99.2 to Amendment No. 28 to the Schedule 13D.

The exclusive rights for the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed products in the Subsequent Phase Territories will be granted by CCR to the Company pursuant to a final form of comprehensive beverage agreement the parties are currently negotiating (the "Final CBA"). The parties are also negotiating the process, timing and other terms and conditions related to implementation of the Final CBA throughout Coke Consolidated's distribution territories in the United States, including the Completed Phase Territories, the Next Phase Territories and the geographic territories Coke Consolidated has historically served and continues to serve under other bottling and distribution agreements.

The proposed territory expansion transactions described in the Letter of Intent are subject to the terms of one or more definitive purchase and sale agreements in a form to be mutually agreed by the parties, as more fully described in the Letter of Intent. There is no assurance that such definitive agreements will be reached or that the proposed transactions contemplated by the Letter of Intent will occur.

In addition, The Coca-Cola Company from time to time may consider, evaluate and propose various other possible transactions involving Coke Consolidated or its subsidiaries, which could include, without limitation:

- (a) the possible acquisition of additional securities of Coke Consolidated, or the disposition of securities of Coke Consolidated;
- (b) possible extraordinary corporate transactions (such as a merger, consolidation or reorganization) involving Coke Consolidated or any of its subsidiaries, including with other bottling companies in which one or more of the Reporting Persons may have a direct or indirect equity interest; or
- (c) the possible acquisition by Coke Consolidated or its subsidiaries of assets or interests in one or more bottling companies, including other bottling companies that may be subsidiaries of one or more of the Reporting Persons or in which one or more of the Reporting Persons may have a direct or indirect equity interest, or the possible sale of assets or bottling operations by Coke Consolidated or its subsidiaries.

Except as otherwise described herein, the Reporting Persons do not presently have any plans or proposals which relate to or would result in:

- (a) the acquisition by any person of additional securities of Coke Consolidated, or the disposition of securities of Coke Consolidated;
- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Coke Consolidated or any of its subsidiaries;
- (c) a sale or transfer of a material amount of assets of Coke Consolidated or any of its subsidiaries;
- (d) any change in the present board of directors or management of Coke Consolidated, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) any material change in the present capitalization or dividend policy of Coke Consolidated;
- (f) any other material change in Coke Consolidated's business or corporate structure;
- (g) changes in Coke Consolidated's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of Coke Consolidated by any person;
- (h) causing a class of securities of Coke Consolidated to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) a class of equity securities of Coke Consolidated becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) any action similar to any of those enumerated above.

The foregoing description of the Letter of Intent is only a summary and is qualified in its entirety by reference to the full text of the Letter of Intent (and any exhibits thereto), which is filed herewith as Exhibit 99.2 to this Amendment No. 35 to the Schedule 13D.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended and restated as follows:

As of the date of this report, each Reporting Person may be deemed to have beneficial ownership (within the meaning of Rule 13d-3 under the Act) and shared power to vote or direct the vote of the amounts of Common Stock, par value \$1.00, of Coke Consolidated (the "Common Stock") listed below and may be deemed to constitute a "group" under Section 13(d) of the Act.

Number of shares of Common Stock as to which The Coca-Cola Company has:

- (i) sole power to vote or direct the vote: 0
- (ii) shared power to vote or to direct the vote: 2,482,165
- (iii) the sole power to dispose of or to direct the disposition of: 0
- (iv) shared power to dispose of or to direct the disposition of: 2,482,165

Number of shares of Common Stock as to which The Coca-Cola Trading Company LLC has:

- (i) sole power to vote or direct the vote: 0
- (ii) shared power to vote or to direct the vote: 2,482,165
- (iii) sole power to dispose of or to direct the disposition of: 0
- (iv) shared power to dispose of or to direct the disposition of: 2,482,165

Number of shares of Common Stock as to which Coca-Cola Oasis LLC has:

- (i) sole power to vote or direct the vote: 0
- (ii) shared power to vote or to direct the vote: 2,482,165
- (iii) sole power to dispose of or to direct the disposition of: 0
- (iv) shared power to dispose of or to direct the disposition of: 2,482,165

Number of shares as to which Carolina Coca-Cola Bottling Investments, Inc. has:

- (i) sole power to vote or direct the vote: 0
- (ii) shared power to vote or to direct the vote: 2,482,165
- (iii) sole power to dispose of or to direct the disposition of: 0
- (iv) shared power to dispose of or to direct the disposition of: 2,482,165

The Reporting Persons beneficially own 34.76% of the outstanding shares of Common Stock based upon 7,141,447 shares of Common Stock outstanding on April 30, 2015.

Item 7. Material to be Filed as Exhibits

Exhibit	Name	Incorporated By Reference To
Exhibit 99.1	Directors, Officers and Managers of the Reporting Persons	Filed herewith
Exhibit 99.2	Letter of Intent dated May 12, 2015.	Filed herewith

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

THE COCA-COLA COMPANY

Date: May 13, 2015

By: /s/ Bernhard Goepelt
Name: Bernhard Goepelt
Title: Senior Vice President, General Counsel
and Chief Legal Counsel

THE COCA-COLA TRADING COMPANY LLC

Date: May 13, 2015

By: /s/ Robert J. Jordan, Jr.
Name: Robert J. Jordan, Jr.
Title: Vice President

COCA-COLA OASIS LLC

Date: May 13, 2015

By: /s/ Robert J. Jordan, Jr.
Name: Robert J. Jordan, Jr.
Title: Vice President

CAROLINA COCA-COLA BOTTLING INVESTMENTS, INC.

Date: May 13, 2015

By: /s/ Robert J. Jordan, Jr.
Name: Robert J. Jordan, Jr.
Title: Vice President

Exhibit Index

Exhibit	Name	Incorporated By Reference To
Exhibit 99.1	Directors, Officers and Managers of the Reporting Persons	Filed herewith
Exhibit 99.2	Letter of Intent dated May 12, 2015.	Filed herewith

DIRECTORS AND EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY

Set forth below is the name, business address and present occupation or employment of each director and executive officer of The Coca-Cola Company. Except as indicated below, each such person is a citizen of the United States. None of the directors or executive officers named below beneficially owns any Common Stock or Class B Common Stock of Coca-Cola Bottling Co. Consolidated. Directors of The Coca-Cola Company who are also executive officers of The Coca-Cola Company are indicated by an asterisk. Except as indicated below, the business address of each executive officer of The Coca-Cola Company is One Coca-Cola Plaza, Atlanta, Georgia 30313.

DIRECTORS OF THE COCA-COLA COMPANY

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Muhtar Kent*	Chairman of the Board of Directors, President and Chief Executive Officer of The Coca-Cola Company	
Herbert A. Allen	President, Chief Executive Officer and a Director of Allen & Company Incorporated, a privately held investment firm	Allen & Company Incorporated 711 Fifth Avenue New York, NY 10022
Ronald W. Allen	Former Chairman of the Board, President and Chief Executive Officer of Aaron's, Inc., a leading specialty retailer of consumer electronics, computers, residential furniture, household appliances and accessories	c/o Aaron's, Inc. 309 East Paces Ferry Road Suite 1100 Atlanta, GA 30305
Marc Bolland	Chief Executive Officer and a Director of Marks & Spencer Group p.l.c., an international multi-channel retailer. Mr. Bolland is a citizen of The Netherlands.	Marks & Spencer Group plc Waterside House 35 North Wharf Road London W2 1NW

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Ana Botín	Executive Chairman and a Director of Banco Santander, S.A., a global multinational bank, and a Director of Santander UK plc, a leading financial services provider in the United Kingdom and a subsidiary of Banco Santander, S.A. Ms. Botín is a citizen of Spain.	Santander UK plc 2 Triton Square Regent's Place London NW1 3AN United Kingdom
Howard G. Buffett	President of Buffett Farms, a commercial farming operation, and Chairman and Chief Executive Officer of the Howard G. Buffett Foundation, a private foundation supporting humanitarian initiatives focused on food and water security, conservation and conflict management	Howard G. Buffett Foundation 145 North Merchant Street Decatur, IL 62523
Richard M. Daley	Executive Chairman of Tur Partners LLC, an investment and advisory firm focused on sustainable solutions within the urban environment	Tur Partners LLC 900 N. Michigan Avenue Suite 1720 Chicago, IL 60611
Barry Diller	Chairman of the Board and Senior Executive of IAC/InterActiveCorp, a leading media and internet company	IAC/InterActiveCorp 555 West 18 th Street New York, New York 10011
Helene D. Gayle	President and Chief Executive Officer of CARE USA, a leading international humanitarian organization	CARE USA 151 Ellis Street, N.E. Atlanta, GA 30303
Evan G. Greenberg	Chairman and Chief Executive Officer of ACE Limited, the parent company of the ACE Group of Companies, a global insurance and reinsurance organization	ACE Group 1133 Avenue of the Americas 45 th Floor New York, NY 10036
Alexis M. Herman	Chair and Chief Executive Officer of New Ventures, LLC, a corporate consulting company	New Ventures, Inc. 633 Pennsylvania Avenue NW 3 rd Floor Washington, D.C. 20004
Robert A. Kotick	President, Chief Executive Officer and a Director of Activision Blizzard, Inc., an interactive entertainment software company	Activision Blizzard, Inc. 3100 Ocean Park Boulevard Santa Monica, CA 90405

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Maria Elena Lagomasino	Chief Executive Officer and Managing Partner of WE Family Offices, a multi-family office serving global high net worth families	WE Family Offices Rockefeller Center 1270 Avenue of the Americas Suite 2101 New York, NY 10020
Sam Nunn	Co-Chairman and Chief Executive Officer of the Nuclear Threat Initiative, a nonprofit organization working to reduce the global threats from nuclear, biological and chemical weapons	The Sam Nunn School of International Affairs Georgia Institute of Technology 781 Marietta Street, NW Atlanta, Georgia 30318
David B. Weinberg	Chairman of the Board and Chief Executive Officer of Judd Enterprises, Inc., a private investment-management office with diverse interests in a variety of asset classes	Judd Enterprises, Inc. 401 N. Michigan Ave #3050 Chicago, IL 60611

EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Muhtar Kent	Chairman of the Board of Directors, President and Chief Executive Officer of The Coca-Cola Company	
Ahmet C. Bozer	Executive Vice President of The Coca-Cola Company and President of Coca-Cola International	
Alexander B. Cummings, Jr.	Executive Vice President and Chief Administrative Officer of The Coca-Cola Company	
Marcos de Quinto	Executive Vice President and Chief Marketing Officer of The Coca-Cola Company Mr. de Quinto is a citizen of Spain.	
J. Alexander M. Douglas, Jr.	Executive Vice President of The Coca-Cola Company and President of Coca-Cola North America	
Ceree Eberly	Senior Vice President and Chief People Officer of The Coca-Cola Company	

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Irial Finan	Executive Vice President of The Coca-Cola Company and President, Bottling Investments and Supply Chain	
	Mr. Finan is a citizen of Ireland.	
Bernhard Goepelt	Senior Vice President, General Counsel and Chief Legal Officer of The Coca-Cola Company	
	Mr. Goepelt is a citizen of Germany.	
Julie Hamilton	Vice President and Chief Customer and Commercial Leadership Officer of The Coca-Cola Company	
Brent Hastie	Vice President, Strategy and Planning of The Coca-Cola Company	
Ed Hays, PhD	Senior Vice President and Chief Technical Officer of The Coca-Cola Company	
Nathan Kalumbu	President of the Eurasia and Africa Group of The Coca-Cola Company	
	Mr. Kalumbu is a citizen of Zimbabwe.	
James Quincey	President of the Europe Group of The Coca-Cola Company	
	Mr. Quincey is a citizen of the United Kingdom.	
Atul Singh	President of the Asia Pacific Group of The Coca-Cola Company	
Brian Smith	President of the Latin America Group of The Coca-Cola Company	
Clyde C. Tuggle	Senior Vice President and Chief Public Affairs and Communications Officer of The Coca-Cola Company	
Kathy N. Waller	Executive Vice President and Chief Financial Officer of The Coca-Cola Company	

**MANAGERS AND EXECUTIVE OFFICERS
OF
THE COCA-COLA TRADING COMPANY LLC**

Set forth below is the name, business address and present occupation or employment of each manager and executive officer of The Coca-Cola Trading Company LLC. Except as indicated below, each such person is a citizen of the United States. None of the managers and executive officers named below beneficially owns any Common Stock or Class B Common Stock of Coca-Cola Bottling Co. Consolidated. Managers of The Coca-Cola Trading Company LLC who are also executive officers of The Coca-Cola Trading Company LLC are indicated by an asterisk. Except as indicated below, the business address of each manager and executive officer of The Coca-Cola Trading Company LLC is One Coca-Cola Plaza, Atlanta, Georgia 30313.

MANAGERS OF THE COCA-COLA TRADING COMPANY LLC

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Marie D. Quintero-Johnson	Vice President and Director of Mergers & Acquisitions of The Coca-Cola Company	
Robert J. Jordan, Jr.*	Vice President and General Tax Counsel of The Coca-Cola Company	
Larry M. Mark*	Vice President and Controller of The Coca-Cola Company	

EXECUTIVE OFFICERS OF THE COCA-COLA TRADING COMPANY LLC

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Bernhard Goepelt	Senior Vice President, General Counsel and Chief Legal Officer of The Coca-Cola Company; Vice President and General Counsel of The Coca-Cola Trading Company LLC Mr. Goepelt is a citizen of Germany.	
Robert J. Jordan, Jr.	Vice President and General Tax Counsel of The Coca-Cola Company; Vice President and General Tax Counsel of The Coca-Cola Trading Company LLC	
Stephen A. Kremer	Deputy General Tax Counsel of The Coca-Cola Company; Vice President of The Coca-Cola Trading Company LLC	

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Larry M. Mark	Vice President and Controller of The Coca-Cola Company; Vice President and Controller of The Coca-Cola Trading Company.	
Christopher P. Nolan	Vice President and Treasurer of The Coca-Cola Company; Vice President and Treasurer of The Coca-Cola Trading Company LLC	
Kathy N. Waller	Executive Vice President and Chief Financial Officer of The Coca-Cola Company; Vice President and Chief Financial Officer of The Coca-Cola Trading Company LLC	

MANAGERS AND EXECUTIVE OFFICERS OF COCA-COLA OASIS LLC

Set forth below is the name, business address, present occupation or employment of each manager and executive officer of Coca-Cola Oasis LLC. Except as indicated below, each such person is a citizen of the United States. None of the managers and executive officers named below beneficially owns any Common Stock or Class B Common Stock of Coca-Cola Bottling Co. Consolidated. Managers of Coca-Cola Oasis LLC who are also executive officers of Coca-Cola Oasis LLC are indicated by an asterisk. Except as indicated below, the business address of each manager and executive officer of Coca-Cola Oasis LLC is One Coca-Cola Plaza, Atlanta, Georgia 30313.

MANAGERS OF COCA-COLA OASIS LLC

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Marie D. Quintero-Johnson	Vice President and Director of Mergers & Acquisitions of The Coca-Cola Company	
Robert J. Jordan, Jr.*	Vice President and General Tax Counsel of The Coca-Cola Company	
Larry M. Mark*	Vice President and Controller of The Coca-Cola Company	

EXECUTIVE OFFICERS OF COCA-COLA OASIS LLC

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Bernhard Goepelt	Senior Vice President, General Counsel and Chief Legal Officer of The Coca-Cola Company; Vice President and General Counsel of Coca-Cola Oasis LLC Mr. Goepelt is a citizen of Germany.	
Russell Jacobs	General Manager, Retail and Attractions of The Coca-Cola Company; Vice President of Coca-Cola Oasis LLC	
Robert J. Jordan, Jr.	Vice President and General Tax Counsel of The Coca-Cola Company; Vice President and General Tax Counsel of Coca-Cola Oasis LLC	
Stephen A. Kremer	Deputy General Tax Counsel of The Coca-Cola Company; Vice President of Coca-Cola Oasis LLC	
Larry M. Mark	Vice President and Controller of The Coca-Cola Company; Vice President and Controller of Coca-Cola Oasis LLC	

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Christopher P. Nolan	Vice President and Treasurer of The Coca-Cola Company; President, Chief Executive Officer, and Treasurer of Coca-Cola Oasis LLC	
Kathy N. Waller	Executive Vice President and Chief Financial Officer of The Coca-Cola Company; Vice President and Chief Financial Officer of Coca-Cola Oasis LLC	

**DIRECTORS AND EXECUTIVE OFFICERS OF CAROLINA COCA-COLA
BOTTLING INVESTMENTS, INC.**

Set forth below is the name, business address, present occupation or employment of each director and executive officer of Carolina Coca-Cola Bottling Investments, Inc. Except as indicated below, each such person is a citizen of the United States. None of the directors and executive officers named below beneficially owns any Common Stock or Class B Common Stock of Coca-Cola Bottling Co. Consolidated. Directors of Carolina Coca-Cola Bottling Investments, Inc. who are also executive officers of Carolina Coca-Cola Bottling Investments, Inc. are indicated by an asterisk. Except as indicated below, the business address of each director and executive officer of Carolina Coca-Cola Bottling Investments, Inc. is One Coca-Cola Plaza, Atlanta, Georgia 30313.

DIRECTORS OF CAROLINA COCA-COLA BOTTLING INVESTMENTS, INC.

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Marie D. Quintero-Johnson	Vice President and Director of Mergers & Acquisitions of The Coca-Cola Company	
Robert J. Jordan, Jr.*	Vice President and General Tax Counsel of The Coca-Cola Company	
Larry M. Mark*	Vice President, Finance and Controller of The Coca-Cola Company	

EXECUTIVE OFFICERS OF CAROLINA COCA-COLA BOTTLING INVESTMENTS, INC.

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Bernhard Goepelt	Senior Vice President, General Counsel and Chief Legal Officer of The Coca-Cola Company; Vice President and General Counsel of Carolina Coca-Cola Bottling Investments, Inc. Mr. Goepelt is a citizen of Germany.	
Robert J. Jordan, Jr.	Vice President and General Tax Counsel of The Coca-Cola Company; Vice President and General Tax Counsel of Carolina Coca-Cola Bottling Investments, Inc.	
Stephen A. Kremer	Deputy General Tax Counsel of The Coca-Cola Company; Vice President of Carolina Coca-Cola Bottling Investments, Inc.	

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Larry M. Mark	Vice President and Controller of The Coca-Cola Company; Vice President and Chief Financial Officer of Carolina Coca-Cola Bottling Investments, Inc.	
Christopher P. Nolan	Vice President and Treasurer of The Coca-Cola Company; Vice President, Treasurer and Assistant Secretary of Carolina Coca-Cola Bottling Investments, Inc.	
Kathy N. Waller	Executive Vice President and Chief Financial Officer of The Coca-Cola Company; President and Chief Executive Officer of Carolina Coca-Cola Bottling Investments, Inc.	



COCA-COLA PLAZA
ATLANTA, GEORGIA

J. ALEXANDER M. DOUGLAS, JR.
PRESIDENT, COCA-COLA NORTH
AMERICA

P. O. Box 1734
ATLANTA, GA 30301

404 676-4421
FAX 404-598-4421

May 12, 2015

J. Frank Harrison III
Chairman and Chief Executive Officer
Coca-Cola Bottling Co. Consolidated
4100 Coca-Cola Plaza
Charlotte, NC 28211

Dear Frank:

Congratulations on your company's successful completion of Lead Market territory transactions. During 2014 and the first half of 2015, we made great strides together in implementing the 21st century beverage model for sustained competitive advantage for our respective companies. We look forward to working closely with you and your team to continue our successful collaboration and joint work to date. It goes without saying that we very much appreciate the invaluable System leadership demonstrated by you and your company throughout this process.

During recent alignment sessions we have discussed the continued refinement and implementation of the new operating model in depth, and we believe that we are poised for continued success in 2015 and beyond. To that end, this letter (this "Letter of Intent") sets forth the general terms and conditions pursuant to which Coca-Cola Refreshments USA, Inc. ("CCR"), a wholly owned subsidiary of The Coca-Cola Company ("TCCC"), or one of its affiliates, will grant certain exclusive territory rights and sell certain assets to Coca-Cola Bottling Co. Consolidated ("Bottler") in connection with the contemplated transactions with respect to certain additional geographic territories (the "Sub-Bottling Territory Transactions"), as further described below:

1. Grant of Exclusive Territory Rights for TCCC Beverages & Comprehensive Beverage Agreement. CCR will grant Bottler certain exclusive rights for the distribution, promotion, marketing and sale of TCCC-owned and -licensed beverage products in the geographic area described in Exhibit A (the "Next Phase Territory") and Exhibit B (the "Subsequent Phase Territory"). Such rights will be granted in the Next Phase Territory initially via a Comprehensive Beverage Agreement (the "Lead Market CBA") among TCCC, CCR and Bottler in the form currently in effect in the Lead Market Territories (as used herein, the term "Lead Market Territories" refers to the exclusive distribution territories that were transferred/granted to Bottler by CCR during 2014 and the first half of 2015). Such rights will be granted in the Subsequent Phase Territory via the final form of CBA (the "CBA") pursuant to the process described in Section 11 below. The Next Phase Territory and the Subsequent Phase Territory are collectively referred to herein as the "Sub-Bottling Territory." The grant of exclusive territory rights for the Sub-Bottling Territory will not include the right to produce the Covered Beverages or the Related Products (as those terms are defined in the Lead Market CBA).

2. Sale of Exclusive Territory Rights for Certain Cross-Licensed Brands. CCR will also sell, transfer and assign to Bottler certain exclusive territory rights for the distribution, promotion, marketing and sale in the Sub-Bottling Territory of the cross-licensed brands (if any) then distributed by CCR in the Sub-Bottling Territory (the “Cross-Licensed Brands”). Such sale, transfer and assignment will be via such agreements as are mutually agreed by the parties, including the Definitive Agreement (as defined below), and will be subject to the consent of third party brand owners.

3. Sale of Distribution Assets and Working Capital. In connection with the grant of the exclusive territory rights referred to in the two preceding sections, CCR will sell, transfer and assign to Bottler certain distribution assets and the working capital associated therewith, all as may be necessary to distribute, promote, market and sell the Covered Beverages, Related Products and Cross-Licensed Brands in the Sub-Bottling Territory and as will be more particularly described in the Definitive Agreement.

4. Product Supply Arrangements. The parties are currently discussing a mutually agreeable Finished Goods Supply Agreement (“FGSA”) to take effect in the Sub-Bottling Territory as of the date of the Closing of the Sub-Bottling Territory Transactions. They anticipate that such arrangement will be generally consistent with their existing product supply arrangements, with such enhancements and refinements as are mutually agreed by the parties (including, without limitation, the implementation of a national product supply system with such provisions regarding asset ownership, management provisions and System governance mechanisms as the parties may mutually agree).

5. Execution of Lead Market CBA and FGSA for Territory. As part of the transactions described in this Letter of Intent, the parties will execute the Lead Market CBA to govern initially the distribution, promotion, marketing and sale of TCCC-owned and –licensed beverage products in the Next Phase Territory, and will execute the CBA to govern such activity in the Subsequent Phase Territory. In addition, Bottler will execute a FGSA for the Sub-Bottling Territory. Although the Lead Market CBA and CBA do not authorize Bottler to produce the Covered Beverages or the Related Products in the Sub-Bottling Territory, the parties anticipate that if the parties mutually agree that Bottler should produce the Covered Beverages or the Related Products in the Sub-Bottling Territory, applicable production rights would be granted under a mutually satisfactory Manufacturing Agreement.

6. Implementation of CONA and Anticipated Formation of New IT Services Entity. As part of the Sub-Bottling Territory Transactions, Bottler and CCR intend to implement the CONA information technology platform throughout Bottler’s distribution territories for Coca-Cola products (i.e., all of Bottler’s geographic territories in the United States other than the Lead Market Territory and the Sub-Bottling Territory (the “Legacy Territory”), as well as the Lead Market Territory and the Sub-Bottling Territory). The parties anticipate that Bottler’s implementation of CONA will be consistent with their ongoing discussions on this topic and will include Bottler’s participation in and part ownership of a new IT services entity (“NewCo”). The parties anticipate that NewCo will provide IT services to Bottler, CCR and its other bottler owners/members on mutually acceptable terms, which terms are consistent with their discussions to date.

7. Participation in System Governance Activities. As part of the Sub-Bottling Territory Transactions, Bottler and CCR/TCCC intend to implement binding System governance with effect throughout all of Bottler's distribution territories for Coca-Cola products, to become fully effective during 2016. The parties anticipate that their implementation of System governance will be consistent with their ongoing discussions on this topic, and will include a detailed joint plan for transitioning from current System governance routines and mechanisms to future System governance routines and mechanisms.

8. Economic Participation. As part of the Sub-Bottling Territory Transactions, Bottler, CCR and TCCC intend to engage in good faith discussions to document the process pursuant to which TCCC will make commercially reasonable offer(s) for Bottler to be provided opportunities to participate economically in (a) the U.S. existing non-DSD businesses, and (b) future non-DSD products and/or business models. The parties are committed to continuing their good faith discussions on this topic.

9. Definitive Agreement. The transactions described in this Letter of Intent will be subject to the terms of a definitive purchase and sale agreement(s) (whether one or more, the "Definitive Agreement") in a form that is substantially the same as for the Lead Market definitive agreements. The parties anticipate that they will attach to and reference in the Definitive Agreement (i) the form of FGSA to apply to all Sub-Bottling Territory, (ii) the form of Lead Market CBA to apply to the Next Phase Territory, and (iii) the form of the CBA to apply to the Subsequent Phase Territory. For ease of transition and to manage resources effectively, the parties may mutually agree in the Definitive Agreement to implement the Sub-Bottling Territory Transactions via a series of separate closings and transitions.

10. Economic Consideration for Sub-Bottling Territory Transactions. In exchange for the grant of exclusive territory rights for the Covered Beverages and Related Products, the sale of distribution rights for the Cross-Licensed Brands, and the sale of the distribution assets and working capital as described above, Bottler will pay to CCR: (a) a cash amount that reflects (i) the agreed value of the exclusive territory rights for certain of the Cross-Licensed Brands (including the distribution assets and working capital applicable thereto), and (ii) the net book value of the other distribution assets and working capital, which amount will be payable to CCR at the closing of the Sub-Bottling Territory Transactions (the "Closing"); and (b) sub-bottling payments for the grant of exclusive rights for the distribution, promotion, marketing and sale of Covered Beverages and Related Products in the Sub-Bottling Territory, which payments will be made to CCR on a regular basis after the Closing. The calculation of such amounts to be paid, and any adjustments to those amounts, will be determined in the same manner as in the Lead Market transaction. Economic consideration hereunder may also include the like-kind value of exchanged or "swapped" territory, as mutually agreed by the parties.

11. Implementation of Final Form of Comprehensive Beverage Agreement. The parties are currently engaged in good faith negotiations regarding a final form of CBA to take effect in the future under certain circumstances throughout Bottler's Legacy Territory, Lead Market Territories and the Sub-Bottling Territories. The parties are committed to continuing such negotiations in good faith and to completing the mutually agreed form of the CBA on or before the execution of the Definitive Agreement for the Next Phase Territory transaction. The parties will document separately their mutual agreement regarding the process, timing and other terms and conditions related to implementation of the CBA throughout Bottler's territories in a legally binding agreement. This separate agreement will be executed by the parties as soon as is practicable, but in any event no later than their execution of the Definitive Agreement for the Next Phase Territory transaction.

12. Conditions to Closing. Each of TCCC and Bottler intend for conditions substantially the same as for the Lead Market definitive agreements, and for the following express conditions, to be satisfied prior to the Closing and/or to be addressed in the Definitive Agreement for the Next Phase Territory transaction and/or the Subsequent Phase Territory transaction:

- (a) in the case of each of the Next Phase Territory transaction and the Subsequent Phase Territory transaction:
 - (i) the parties will engage in such pre-Closing activities related to governance, product supply, information technology and shared services as they deem to be necessary and appropriate prior to the Closing, including, without limitation, the negotiation, execution and delivery to each party's reasonable satisfaction of any agreements or other documents as may be required to operate the Sub-Bottling Territory as of and after the Closing;
 - (ii) the parties will have entered into detailed written agreement(s) establishing the Product Supply Arrangements described in Section 4 of this Letter of Intent; and
 - (iii) the parties will have performed and complied with such other terms and conditions as are customary for transactions of this nature and complexity and as will be more fully set forth in the Definitive Agreement, including, without limitation, the grant, assignment and/or transfer of such bottling agreements, licenses and other agreements as may be necessary to operate the business in the Sub-Bottling Territory in the manner in which it is operated as of the Closing, the securing of applicable government clearances and/or approvals, if applicable, etc.
 - (b) in the case of the Next Phase Territory transaction, the parties will have executed:
 - (i) the Lead Market CBA applicable to the Next Phase Territory, as described above; and
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- (ii) a legally binding agreement setting forth the circumstances and terms and conditions under which the CBA will replace and supersede (a) the Lead Market CBA with respect to the Lead Market Territories and Next Phase Territory and (b) all of the bottling and distribution agreements with respect to Covered Beverages and Related Products (and other agreements expressly identified in applicable Exhibits to the CBA) previously issued by TCCC for Bottler's Legacy Territory;

(c) in the case of the Subsequent Phase Territory transactions, the parties will have executed the CBA that will be applicable, subject to the terms and conditions of the agreement described in Section 12(b)(ii) above, to all of the Bottler's territories (the Legacy Territory, the Lead Market Territory, and the Sub-Bottling Territory).

13. Anticipated Schedule. The parties anticipate that, shortly after their execution of this Letter of Intent, there may be a joint public announcement by the parties of the transactions contemplated herein and, subject to applicable regulatory requirements, detailed due diligence and joint integration planning and change management activities will then begin. The parties further anticipate that the Definitive Agreement and other formal legal agreements for the Next Phase Territory transaction will be executed on or before July 15, 2015. Finally, the parties anticipate the Closing (and/or Closings) pursuant to the Definitive Agreement will occur beginning in fall 2015. Notwithstanding the foregoing, the parties acknowledge and agree that the before mentioned dates are estimates only, and are subject to change based on the parties' discussions, changing business conditions, and other matters.

14. Board Approvals. This Letter of Intent is subject to the approval processes of the respective parties, including approval of each of their Boards of Directors.

15. Transition Planning Period and Activities. The parties anticipate that, in order to ensure a smooth transition of the business in the Sub-Bottling Territory to Bottler and subject to applicable regulatory requirements, beginning on the date of execution of this Letter of Intent and continuing until the earlier of the termination of this Letter of Intent, execution of the Definitive Agreement, or the Closing (as applicable), subject to any restrictions under applicable law, they will engage in a number of joint integration planning and change management activities.

16. Due Diligence: Pre-Closing Activities. The parties anticipate that prior to execution of the Definitive Agreement and continuing until Closing, Bottler will perform such due diligence on the business and operations in the Sub-Bottling Territory as is customary for a transaction of this nature and complexity including, without limitation, in the areas of finance, operations, environmental, legal, tax, and employment, and CCR will provide reasonable and customary access in this regard.

17. Expenses. Except as otherwise expressly agreed by the parties, each party will bear its own fees and expenses incurred in connection with the transactions contemplated by this Letter of Intent, including with respect to any due diligence, negotiation, preparation of documentation, the Closing and legal, accounting, consulting, travel and other similar fees or expenses, whether or not a Definitive Agreement is reached.

18. Termination. This Letter of Intent may be terminated: (a) by mutual written consent of CCR and Bottler; or (b) upon written notice by CCR or Bottler to the other party if the Definitive Agreement has not been executed on or prior to December 31, 2015.

19. Non-Binding. This Letter of Intent expresses the present intent of the parties to enter into a Definitive Agreement and supporting operating agreements based on the principal terms and conditions set forth herein. Notwithstanding anything to the contrary contained herein, this Letter of Intent shall not be binding on the parties hereto except as to the captioned sections "Expenses", "Termination", "Non-Binding", "Assignment", "Amendment; Modification; Waiver", "Counterparts", "Confidentiality" and "Governing Law", which shall be binding and expressly survive any termination hereof.

20. Assignment. This Letter of Intent and the rights and obligations set forth herein shall not be assignable by any party hereto without the prior written consent of the other party hereto. Subject to the preceding sentence, the binding provisions of this Letter of Intent (as noted in the "Non-Binding" section above) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21. Amendment; Modification; Waiver. This Letter of Intent may not be amended or terminated or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

22. Counterparts. This Letter of Intent may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement, and delivery of an executed signature page by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart.

23. Confidentiality. This Letter of Intent is strictly confidential and is covered by the parties' Confidentiality Agreement – Bottler Discussions relating to System Operational Design Project. Neither this Letter of Intent nor any of its contents may be disclosed by CCR or Bottler or any of their respective directors, officers, employees, agents, advisors or representatives, except as permitted in such agreement, and each of the parties will cause such persons not to make any such disclosure.

24. Governing Law. This Letter of Intent will be governed by the laws of the State of Georgia.

Frank, we appreciate your team's efforts and dedication in our System of the Future work to date. We look forward to continuing to work closely with your team to finalize the Definitive Agreement, close this transaction and move forward with our joint work.

Please acknowledge your acceptance of the terms and conditions of this Letter of Intent by signing where indicated below and returning it to us.

Very truly yours,

/s/ J. Alexander M. Douglas, Jr.

Agreed to and Accepted
as of the date first written above:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: /s/ J. Frank Harrison III
Name: J. Frank Harrison III
Title: Chairman and Chief Executive Officer

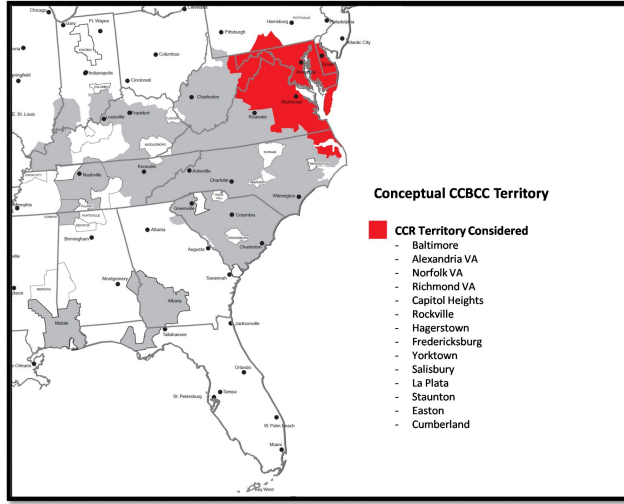
Exhibit A

Next Phase Territory

Conceptual CBCC Territory: Next Phase



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Territory Boundaries are Approximate

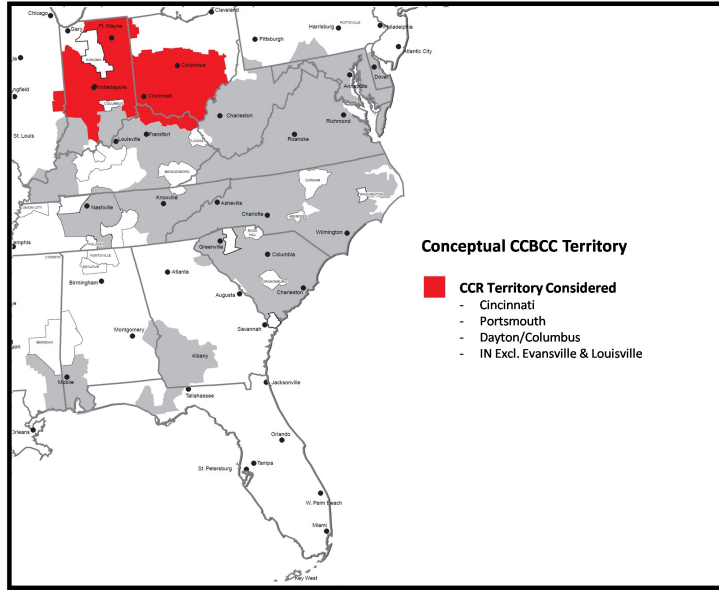
CONCEPTUAL IN NATURE. NOT AN APPROVED OR ADOPTED PROPOSAL
- CLASSIFIED: HIGHLY RESTRICTED -

Exhibit B

Subsequent Phase Territory

Conceptual CBCC Territory: Subsequent Phase

DRAFT



Territory Boundaries are Approximate

CONCEPTUAL IN NATURE. NOT AN APPROVED OR ADOPTED PROPOSAL
- CLASSIFIED: HIGHLY RESTRICTED -