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

FORM 10-Q

☑ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended October 3, 2010

Commission File Number 0-9286

COCA-COLA BOTTLING CO. CONSOLIDATED

(Exact name of registrant as specified in its charter)

Delaware	56-0950585
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

4100 Coca-Cola Plaza, Charlotte, North Carolina 28211
(Address of principal executive offices) (Zip Code)

(704) 557-4400
(Registrant's telephone number, including area code)

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

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

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

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at October 29, 2010
Common Stock, $1.00 Par Value	7,141,447
Class B Common Stock, $1.00 Par Value	2,044,202

COCA-COLA BOTTLING CO. CONSOLIDATED
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED OCTOBER 3, 2010

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PART I — FINANCIAL INFORMATION

Item 1. Financial Statements.

Coca-Cola Bottling Co. Consolidated
CONSOLIDATED STATEMENTS OF OPERATIONS(UNAUDITED)
In Thousands (Except Per Share Data)

	Third Quarter		First Nine Months	
	2010	2009	2010	2009
Net sales	$ 395,364	$ 374,556	$ 1,160,223	$ 1,088,566
Cost of sales	222,247	217,236	672,395	623,990
Gross margin	173,117	157,320	487,828	464,576
Selling, delivery and administrative expenses	139,455	131,024	406,689	386,461
Income from operations	33,662	26,296	81,139	78,115
Interest expense, net	8,841	8,866	26,453	28,059
Income before income taxes	24,821	17,430	54,686	50,056
Income tax expense	7,610	1,043	18,936	11,928
Net income	17,211	16,387	35,750	38,128
Less: Net income attributable to the noncontrolling interest	1,678	959	3,514	1,982
Net income attributable to Coca-Cola Bottling Co. Consolidated	$ 15,533	$ 15,428	$ 32,236	$ 36,146
Basic net income per share based on net income attributable to Coca-Cola Bottling Co. Consolidated:				
Common Stock	$ 1.69	$ 1.68	$ 3.51	$ 3.94
Weighted average number of Common Stock shares outstanding	7,141	7,141	7,141	7,047
Class B Common Stock	$ 1.69	$ 1.68	$ 3.51	$ 3.94
Weighted average number of Class B Common Stock shares outstanding	2,044	2,022	2,039	2,117
Diluted net income per share based on net income attributable to Coca-Cola Bottling Co. Consolidated:				
Common Stock	$ 1.68	$ 1.68	$ 3.50	$ 3.93
Weighted average number of Common Stock shares outstanding — assuming dilution	9,225	9,203	9,220	9,194
Class B Common Stock	$ 1.68	$ 1.67	$ 3.48	$ 3.92
Weighted average number of Class B Common Stock shares outstanding — assuming dilution	2,084	2,062	2,079	2,147
Cash dividends per share:				
Common Stock	$ .25	$ .25	$ .75	$ .75
Class B Common Stock	$ .25	$ .25	$ .75	$ .75

See Accompanying Notes to Consolidated Financial Statements

Coca-Cola Bottling Co. Consolidated
CONSOLIDATED BALANCE SHEETS
In Thousands (Except Share Data)

	Unaudited Oct. 3, 2010	Jan. 3, 2010	Unaudited Sept. 27, 2009
ASSETS			
Current Assets:			
Cash and cash equivalents	$ 30,424	$ 17,770	$ 25,062
Restricted cash	3,500	4,500	4,512
Accounts receivable, trade, less allowance for doubtful accounts of $1,261, $2,187 and $1,971, respectively	115,554	92,727	96,263
Accounts receivable from The Coca-Cola Company	20,165	4,109	17,460
Accounts receivable, other	23,382	17,005	17,015
Inventories	62,686	59,122	67,762
Prepaid expenses and other current assets	31,817	35,016	25,398
Total current assets	287,528	230,249	253,472
Property, plant and equipment, net	312,759	326,701	319,456
Leased property under capital leases, net	48,029	51,548	52,727
Other assets	40,645	46,508	46,001
Franchise rights	520,672	520,672	520,672
Goodwill	102,049	102,049	102,049
Other identifiable intangible assets, net	4,983	5,350	5,489
Total	$1,316,665	$1,283,077	$1,299,866

See Accompanying Notes to Consolidated Financial Statements

Coca-Cola Bottling Co. Consolidated
CONSOLIDATED BALANCE SHEETS
In Thousands (Except Share Data)

	Unaudited Oct. 3, 2010	Jan. 3, 2010	Unaudited Sept. 27, 2009
LIABILITIES AND EQUITY			
Current Liabilities:			
Current portion of debt	$ —	$ —	$ —
Current portion of obligations under capital leases	3,861	3,846	3,759
Accounts payable, trade	38,377	36,794	32,597
Accounts payable to The Coca-Cola Company	43,394	27,880	43,601
Other accrued liabilities	65,119	61,978	64,208
Accrued compensation	26,385	25,963	23,195
Accrued interest payable	10,056	5,521	12,487
Total current liabilities	187,192	161,982	179,847
Deferred income taxes	158,359	158,548	142,239
Pension and postretirement benefit obligations	81,021	89,306	99,066
Other liabilities	108,417	106,968	103,788
Obligations under capital leases	56,386	59,261	60,247
Long-term debt	523,025	537,917	552,882
Total liabilities	1,114,400	1,113,982	1,138,069
Commitments and Contingencies (Note 14)			
Equity:			
Common Stock, $1.00 par value:			
Authorized — 30,000,000 shares;			
Issued — 10,203,821 shares	10,204	10,204	10,204
Class B Common Stock, $1.00 par value:			
Authorized — 10,000,000 shares;			
Issued — 2,672,316, 2,649,996 and 2,649,996 shares, respectively	2,671	2,649	2,649
Capital in excess of par value	104,758	103,464	103,562
Retained earnings	133,347	107,995	108,295
Accumulated other comprehensive loss	(43,779)	(46,767)	(54,038)
	207,201	177,545	170,672
Less-Treasury stock, at cost:			
Common — 3,062,374 shares	60,845	60,845	60,845
Class B Common — 628,114 shares	409	409	409
Total equity of Coca-Cola Bottling Co. Consolidated	145,947	116,291	109,418
Noncontrolling interest	56,318	52,804	52,379
Total equity	202,265	169,095	161,797
Total	$1,316,665	$ 1,283,077	$1,299,866

See Accompanying Notes to Consolidated Financial Statements

Coca-Cola Bottling Co. Consolidated

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)

In Thousands

	Common Stock	Class B Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity of CCBCC	Noncontrolling Interest	Total Equity
Balance on Dec. 28, 2008	$ 9,706	$ 3,127	$ 103,582	$ 79,021	$ (57,873)	$ (61,254)	$ 76,309	$ 50,397	$ 126,706
Comprehensive income:									
Net income				36,146			36,146	1,982	38,128
Foreign currency translation adjustments, net of tax					1		1		1
Pension and postretirement benefit adjustments, net of tax					3,834		3,834		3,834
Total comprehensive income							39,981	1,982	41,963
Cash dividends paid									
Common ($.75 per share)				(5,232)			(5,232)		(5,232)
Class B Common ($.75 per share)				(1,640)			(1,640)		(1,640)
Issuance of 20,000 shares of Class B Common Stock		20	(20)				—		—
Conversion of Class B Common Stock into Common Stock	498	(498)					—		—
Balance on Sept. 27, 2009	$ 10,204	$ 2,649	$ 103,562	$ 108,295	$ (54,038)	$ (61,254)	$ 109,418	$ 52,379	$ 161,797
Balance on Jan. 3, 2010	$ 10,204	$ 2,649	$ 103,464	$ 107,995	$ (46,767)	$ (61,254)	$ 116,291	$ 52,804	$ 169,095
Comprehensive income:									
Net income				32,236			32,236	3,514	35,750
Ownership share of Southeastern OCI					39		39		39
Foreign currency translation adjustments, net of tax					(7)		(7)		(7)
Pension and postretirement benefit adjustments, net of tax					2,956		2,956		2,956
Total comprehensive income							35,224	3,514	38,738
Cash dividends paid									
Common ($.75 per share)				(5,356)			(5,356)		(5,356)
Class B Common ($.75 per share)				(1,528)			(1,528)		(1,528)
Issuance of 22,320 shares of Class B Common Stock		22	1,294				1,316		1,316
Balance on Oct. 3, 2010	$ 10,204	$ 2,671	$ 104,758	$ 133,347	$ (43,779)	$ (61,254)	$ 145,947	$ 56,318	$ 202,265

See Accompanying Notes to Consolidated Financial Statements

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Coca-Cola Bottling Co. Consolidated
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
In Thousands

	First Nine Months	
	2010	2009
Cash Flows from Operating Activities		
Net income	$ 35,750	$ 38,128
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	44,163	45,526
Amortization of intangibles	367	421
Deferred income taxes	2,188	6,470
Loss on sale of property, plant and equipment	1,211	767
Impairment of property, plant and equipment	425	—
Net gain on property, plant and equipment damaged in flood	(881)	—
Amortization of debt costs	1,760	1,811
Amortization of deferred gain related to terminated interest rate agreements	(907)	(1,770)
Stock compensation expense	1,588	1,464
Insurance proceeds received for flood damage	1,450	—
Increase in current assets less current liabilities	(22,043)	(13,063)
(Increase) decrease in other noncurrent assets	4,434	(12,606)
Decrease in other noncurrent liabilities	(5,368)	(8,813)
Other	(13)	1
Total adjustments	28,374	20,208
Net cash provided by operating activities	64,124	58,336
Cash Flows from Investing Activities		
Additions to property, plant and equipment	(29,011)	(29,776)
Proceeds from the sale of property, plant and equipment	1,373	4,942
(Increase) decrease in restricted cash	1,000	(4,512)
Net cash used in investing activities	(26,638)	(29,346)
Cash Flows from Financing Activities		
Proceeds from the issuance of long-term debt, net	—	108,062
Borrowings (repayments) under revolving credit facility	(15,000)	30,000
Repayment — current portion of long-term debt	—	(176,693)
Cash dividends paid	(6,884)	(6,872)
Payments for the termination of interest rate lock agreements	—	(340)
Principal payments on capital lease obligations	(2,860)	(2,364)
Debt issuance costs paid	—	(1,042)
Other	(88)	(86)
Net cash used in financing activities	(24,832)	(49,335)
Net increase (decrease) in cash	12,654	(20,345)
Cash at beginning of period	17,770	45,407
Cash at end of period	$ 30,424	$ 25,062
Significant non-cash investing and financing activities:		
Issuance of Class B Common Stock in connection with stock award	$ 1,316	$ 1,130
Capital lease obligations incurred	—	660

See Accompanying Notes to Consolidated Financial Statements

Coca-Cola Bottling Co. Consolidated
Notes to Consolidated Financial Statements (Unaudited)

1. Significant Accounting Policies

The consolidated financial statements include the accounts of Coca-Cola Bottling Co. Consolidated and its majority owned subsidiaries (the "Company"). All significant intercompany accounts and transactions have been eliminated.

The consolidated financial statements reflect all adjustments which, in the opinion of management, are necessary for a fair statement of the results for the interim periods presented. All such adjustments are of a normal, recurring nature.

The consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles (GAAP) for interim financial reporting and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all information and footnotes required by GAAP. The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Certain prior year amounts have been reclassified to conform to current classifications.

The accounting policies followed in the presentation of interim financial results are consistent with those followed on an annual basis. These policies are presented in Note 1 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended January 3, 2010 filed with the United States Securities and Exchange Commission.

2. Seasonality of Business

Historically, operating results for the third quarter and the first nine months of the fiscal year have not been representative of results for the entire fiscal year. Business seasonality results primarily from higher unit sales of the Company's products in the second and third quarters versus the first and fourth quarters of the fiscal year. Fixed costs, such as depreciation expense, are not significantly impacted by business seasonality.

3. Piedmont Coca-Cola Bottling Partnership

On July 2, 1993, the Company and The Coca-Cola Company formed Piedmont Coca-Cola Bottling Partnership ("Piedmont") to distribute and market nonalcoholic beverages primarily in portions of North Carolina and South Carolina. The Company provides a portion of the nonalcoholic beverage products to Piedmont at cost and receives a fee for managing the operations of Piedmont pursuant to a management agreement. These intercompany transactions are eliminated in the consolidated financial statements.

Noncontrolling interest as of October 3, 2010, January 3, 2010 and September 27, 2009 represents the portion of Piedmont owned by The Coca-Cola Company. The Coca-Cola Company's interest in Piedmont was 22.7% for all periods presented.

Coca-Cola Bottling Co. Consolidated
Notes to Consolidated Financial Statements (Unaudited)

4. Inventories

Inventories were summarized as follows:

In Thousands	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009
Finished products	$ 36,149	$ 33,686	$ 40,576
Manufacturing materials	8,284	8,275	7,968
Plastic shells, plastic pallets and other inventories	18,253	17,161	19,218
Total inventories	$62,686	$59,122	$67,762

5. Property, Plant and Equipment

The principal categories and estimated useful lives of property, plant and equipment were as follows:

In Thousands	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009	Estimated Useful Lives
Land	$ 12,966	$ 12,671	$ 12,167	
Buildings	117,131	111,314	110,059	10-50 years
Machinery and equipment	132,088	127,068	124,410	5-20 years
Transportation equipment	151,215	156,692	165,867	4-17 years
Furniture and fixtures	35,613	36,573	37,363	4-10 years
Cold drink dispensing equipment	314,352	312,079	309,727	6-15 years
Leasehold and land improvements	67,152	64,390	61,937	5-20 years
Software for internal use	68,449	65,290	65,022	3-10 years
Construction in progress	2,944	7,907	2,426	
Total property, plant and equipment, at cost	901,910	893,984	888,978	
Less: Accumulated depreciation and amortization	589,151	567,283	569,522	
Property, plant and equipment, net	$ 312,759	$ 326,701	$ 319,456	

Depreciation and amortization expense was $14.9 million and $15.1 million in the third quarter of 2010 (“Q3 2010”) and the third quarter of 2009 (“Q3 2009”), respectively. Depreciation and amortization expense was $44.2 million and $45.5 million in the first nine months of 2010 (“YTD 2010”) and the first nine months of 2009 (“YTD 2009”), respectively. These amounts included amortization expense for leased property under capital leases.

Coca-Cola Bottling Co. Consolidated
Notes to Consolidated Financial Statements (Unaudited)

6. Leased Property Under Capital Leases

Leased property under capital leases was summarized as follows:

In Thousands	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009	Estimated Useful Lives
Leased property under capital leases	$76,877	$76,877	$76,877	3-20 years
Less: Accumulated amortization	28,848	25,329	24,150	
Leased property under capital leases, net	$ 48,029	$51,548	$52,727	

As of October 3, 2010, real estate represented $47.7 million of the leased property under capital leases and $46.2 million of this real estate is leased from related parties as described in Note 19 to the consolidated financial statements.

The Company modified a related party lease and terminated a second lease in the first quarter of 2009 ("Q1 2009"). See Note 19 to the consolidated financial statements for additional information on the lease modification.

The Company's outstanding lease obligations for these capital leases were $60.2 million, $63.1 million and $64.0 million as of October 3, 2010, January 3, 2010 and September 27, 2009, respectively.

7. Franchise Rights and Goodwill

There was no change in the carrying amounts of franchise rights and goodwill in the periods presented. The Company performs its annual impairment test of franchise rights and goodwill as of the first day of the fourth quarter. During YTD 2010, the Company did not experience any triggering events or changes in circumstances that indicated the carrying amounts of the Company's franchise rights or goodwill exceeded fair values. As such, the Company has not recognized any impairments of franchise rights or goodwill.

8. Other Identifiable Intangible Assets

Other identifiable intangible assets were summarized as follows:

In Thousands	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009	Estimated Useful Lives
Other identifiable intangible assets	$8,665	$8,665	$8,665	1-20 years
Less: Accumulated amortization	3,682	3,315	3,176	
Other identifiable intangible assets, net	$ 4,983	$ 5,350	$ 5,489	

Other identifiable intangible assets primarily represent customer relationships and distribution rights.

Coca-Cola Bottling Co. Consolidated
Notes to Consolidated Financial Statements (Unaudited)

9. Other Accrued Liabilities

Other accrued liabilities were summarized as follows:

In Thousands	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009
Accrued marketing costs	$ 15,809	$ 9,738	$ 9,987
Accrued insurance costs	18,012	18,086	17,940
Accrued taxes (other than income taxes)	2,830	408	2,480
Accrued income taxes	—	—	3,000
Employee benefit plan accruals	10,985	12,015	12,126
Checks and transfers yet to be presented for payment from zero balance cash accounts	9,795	11,862	11,950
All other accrued liabilities	7,688	9,869	6,725
Total other accrued liabilities	$65,119	$61,978	$ 64,208

10. Debt

Debt was summarized as follows:

In Thousands	Maturity	Interest Rate	Interest Paid	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009
Revolving Credit Facility	2012	—	Varies	$ —	$ 15,000	$ 30,000
Senior Notes	2012	5.00%	Semi-annually	150,000	150,000	150,000
Senior Notes	2015	5.30%	Semi-annually	100,000	100,000	100,000
Senior Notes	2016	5.00%	Semi-annually	164,757	164,757	164,757
Senior Notes	2019	7.00%	Semi-annually	110,000	110,000	110,000
Unamortized discount on Senior Notes	2019			(1,732)	(1,840)	(1,875)
				523,025	537,917	552,882
Less: Current portion of debt				—	—	—
Long-term debt				$ 523,025	$537,917	$552,882

10. Debt

On March 8, 2007, the Company entered into a $200 million revolving credit facility ("$200 million facility"), replacing its $100 million revolving credit facility. The $200 million facility matures in March 2012 and includes an option to extend the term for an additional year at the discretion of the participating banks. The $200 million facility bears interest at a floating base rate or a floating rate of LIBOR plus an interest rate spread of .35%, dependent on the length of the term of the interest period. In addition, the Company must pay an annual facility fee of .10% of the lenders' aggregate commitments under the facility. Both the interest rate spread and the facility fee are determined from a commonly-used pricing grid based on the Company's long-term senior unsecured debt rating. The $200 million facility contains two financial covenants: a fixed charges coverage ratio and a debt to operating cash flow ratio, each as defined in the credit agreement. The fixed charges coverage ratio requires the Company to maintain a consolidated cash flow to fixed charges ratio of 1.5 to 1 or higher. The operating cash flow ratio requires the Company to maintain a debt to cash flow ratio of 6.0 to 1 or lower. The Company is currently in compliance with these covenants. These covenants do not currently, and the Company does not anticipate they will, restrict its liquidity or capital resources. On July 1, 2009, the Company borrowed $55.0 million under the $200 million facility and used the proceeds, along with $2.4 million of cash on hand, to repay at maturity the Company's $57.4 million outstanding 7.20% Debentures due July 2009. On October 3, 2010, the Company had no outstanding borrowings on the $200 million facility. The Company had $15 million and $30 million of outstanding borrowings on the $200 million facility as of January 3, 2010 and September 27, 2009, respectively.

In April 2009, the Company issued $110 million of unsecured 7% Senior Notes due 2019. The proceeds plus cash on hand were used to repay the $119.3 million debt maturity on May 1, 2009.

On February 10, 2010, the Company entered into an agreement for an uncommitted line of credit. Under this agreement, the Company may borrow up to a total of $20 million for periods of 7 days, 30 days, 60 days or 90 days. On October 3, 2010, the Company had no outstanding borrowings under the uncommitted line of credit.

The Company had a weighted average interest rate of 5.8%, 5.6% and 5.5% for its debt and capital lease obligations as of October 3, 2010, January 3, 2010 and September 27, 2009, respectively. The Company's overall weighted average interest rate on its debt and capital lease obligations was 5.9% for YTD 2010 compared to 5.7% for YTD 2009. As of October 3, 2010, approximately 4.8% of the Company's debt and capital lease obligations of $583.3 million was subject to changes in short-term interest rates.

The Company's public debt is not subject to financial covenants but does limit the incurrence of certain liens and encumbrances as well as the incurrence of indebtedness by the Company's subsidiaries in excess of certain amounts.

All of the outstanding long-term debt has been issued by the Company with none being issued by any of the Company's subsidiaries. There are no guarantees of the Company's debt.

11. Derivative Financial Instruments

Interest

The Company periodically uses interest rate hedging products to modify risk from interest rate fluctuations. The Company has historically altered its fixed/floating rate mix based upon anticipated cash flows from operations relative to the Company's debt level and the potential impact of changes in interest rates on the Company's overall financial condition. Sensitivity analyses are performed to review the impact on the Company's financial position and coverage of various interest rate movements. The Company does not use derivative financial instruments for trading purposes nor does it use leveraged financial instruments.

On September 18, 2008, the Company terminated six outstanding interest rate swap agreements with a notional amount of $225 million receiving $6.2 million in cash proceeds including $1.1 million for previously accrued interest receivable. After accounting for the previously accrued interest receivable, the Company is amortizing the gain of $5.1 million over the remaining term of the underlying debt. During YTD 2010 and YTD 2009, $0.7 million and $1.0 million of the gain, respectively, was amortized. The remaining amount to be amortized is $2.7 million. All of the Company's interest rate swap agreements were LIBOR-based.

The Company had no interest rate swap agreements outstanding at October 3, 2010, January 3, 2010 and September 27, 2009.

Commodities

The Company is subject to the risk of loss arising from adverse changes in commodity prices. In the normal course of business, the Company manages these risks through a variety of strategies, including the use of derivative instruments. The Company does not use derivative instruments for trading or speculative purposes. All derivative instruments are recorded at fair value as either assets or liabilities in the Company's consolidated balance sheets. These derivative instruments are not designated as hedging instruments under GAAP and are used as "economic hedges" to manage commodity price risk. Currently the Company has derivative instruments to hedge some or all of its projected diesel fuel and aluminum purchase requirements. These derivative instruments are marked to market on a monthly basis and recognized in earnings consistent with the expense classification of the underlying hedged item. Settlements of derivative agreements are included in cash flows from operating activities on the Company's consolidated statements of cash flows.

The Company uses several different financial institutions for commodity derivative instruments to minimize the concentration of credit risk. While the Company is exposed to credit loss in the event of nonperformance by these counterparties, the Company does not anticipate nonperformance by these parties. The Company has master agreements with the counterparties to its derivative financial agreements that provide for net settlement of derivative transactions.

Coca-Cola Bottling Co. Consolidated
Notes to Consolidated Financial Statements (Unaudited)

11. Derivative Financial Instruments

The Company used derivative instruments to hedge substantially all of the diesel fuel purchases for 2009 and is using derivative instruments to hedge substantially all of the diesel fuel purchases for 2010. These derivative instruments relate to diesel fuel used by the Company's delivery fleet. During the first quarter of 2009, the Company began using derivative instruments to hedge approximately 75% of the projected 2010 aluminum purchase requirements. During the second quarter of 2009, the Company entered into derivative agreements to hedge approximately 75% of the projected 2011 aluminum purchase requirements.

The following summarizes Q3 2010 and Q3 2009 net gains and losses on the Company's fuel and aluminum derivative financial instruments and the classification, either as cost of sales or selling, delivery and administrative ("S,D&A) expenses, of such net gains and losses in the consolidated statements of operations:

		Third Quarter	
In Thousands	Classification of Gain (Loss)	2010	2009
Fuel hedges — contract premium and contract settlement	S,D&A expenses	$ (213)	$ (138)
Fuel hedges — mark-to-market adjustment	S,D&A expenses	82	(497)
Aluminum hedges — contract premium and contract settlement	Cost of sales	98	—
Aluminum hedges — mark-to-market adjustment	Cost of sales	3,003	1,440
Total Net Gain (Loss)		$2,970	$ 805

The following summarizes YTD 2010 and YTD 2009 net gains and losses on the Company's fuel and aluminum derivative financial instruments and the classification of such net gains and losses in the consolidated statements of operations:

		First Nine Months	
In Thousands	Classification of Gain (Loss)	2010	2009
Fuel hedges — contract premium and contract settlement	S,D&A expenses	$ (243)	$ (947)
Fuel hedges — mark-to-market adjustment	S,D&A expenses	(1,274)	2,921
Aluminum hedges — contract premium and contract settlement	Cost of sales	609	—
Aluminum hedges — mark-to-market adjustment	Cost of sales	(3,210)	5,326
Total Net Gain (Loss)		$(4,118)	$ 7,300

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11. Derivative Financial Instruments

The following summarizes the fair values and classification in the consolidated balance sheets of derivative instruments held by the Company as of October 3, 2010, January 3, 2010 and September 27, 2009:

In Thousands	Balance Sheet Classification	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009
Assets				
Fuel hedges at fair market value	Prepaid expenses and other current assets	$ 343	$1,617	$ 584
Unamortized cost of fuel hedging agreements	Prepaid expenses and other current assets	246	863	859
Aluminum hedges at fair market value	Prepaid expenses and other current assets	5,660	3,303	968
Unamortized cost of aluminum hedging agreements	Prepaid expenses and other current assets	2,284	967	716
Total		$ 8,533	$6,750	$ 3,127
Fuel hedges at fair market value	Other assets	$ —	$ —	$ 353
Unamortized cost of fuel hedging agreements	Other assets	—	—	246
Aluminum hedges at fair market value	Other assets	1,582	7,149	4,358
Unamortized cost of aluminum hedging agreements	Other assets	651	2,453	2,935
Total		$ 2,233	$9,602	$7,892

The following table summarizes the Company's outstanding derivative agreements as of October 3, 2010:

In Thousands	Notional Amount	Latest Maturity
Fuel hedging agreements	$ 2,621	December 2010
Aluminum hedging agreements	36,258	December 2011

12. Fair Value of Financial Instruments

The following methods and assumptions were used by the Company in estimating the fair values of its financial instruments:

Cash and Cash Equivalents, Restricted Cash, Accounts Receivable and Accounts Payable

The fair values of cash and cash equivalents, restricted cash, accounts receivable and accounts payable approximate carrying values due to the short maturity of these items.

Public Debt Securities

The fair values of the Company's public debt securities are based on estimated current market prices.

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12. Fair Value of Financial Instruments

Non-Public Variable Rate Debt

The carrying amounts of the Company's variable rate borrowings approximate their fair values.

Deferred Compensation Plan Assets/Liabilities

The fair values of deferred compensation plan assets and liabilities, which are held in mutual funds, are based upon the quoted market value of the securities held within the mutual funds.

Derivative Financial Instruments

The fair values for the Company's fuel hedging and aluminum hedging agreements are based on current settlement values. The fair values of the fuel hedging and aluminum hedging agreements at each balance sheet date represent the estimated amounts the Company would have received or paid upon termination of these agreements. Credit risk related to the derivative financial instruments is managed by requiring high standards for its counterparties and periodic settlements. The Company considers nonperformance risk in determining the fair value of derivative financial instruments.

The carrying amounts and fair values of the Company's debt, deferred compensation plan assets and liabilities, and derivative financial instruments were as follows:

	Oct. 3, 2010		Jan. 3, 2010		Sept. 27, 2009	
In Thousands	Carrying Amount	Fair Value	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Public debt securities	$(523,025)	$(580,380)	$(522,917)	$(557,758)	$(522,882)	$(559,627)
Non-public variable rate debt	—	—	(15,000)	(15,000)	(30,000)	(30,000)
Deferred compensation plan assets	9,040	9,040	8,471	8,471	7,996	7,996
Deferred compensation plan liabilities	(9,040)	(9,040)	(8,471)	(8,471)	(7,996)	(7,996)
Fuel hedging agreements	343	343	1,617	1,617	937	937
Aluminum hedging agreements	7,242	7,242	10,452	10,452	5,326	5,326

The fair values of the fuel hedging and aluminum hedging agreements at October 3, 2010, January 3, 2010 and September 27, 2009 represented the estimated amount the Company would have received upon termination of these agreements.

GAAP requires that assets and liabilities carried at fair value be classified and disclosed in one of the following categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

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12. Fair Value of Financial Instruments

The following table summarizes, by assets and liabilities, the valuation of the Company's deferred compensation plan, aluminum hedging agreements and fuel hedging agreements:

	Oct. 3, 2010		Jan. 3, 2010		Sept. 27, 2009	
In Thousands	Level 1	Level 2	Level 1	Level 2	Level 1	Level 2
Assets						
Deferred compensation plan assets	$9,040		$8,471		$7,996	
Fuel hedging agreements		$ 343		$ 1,617		$ 937
Aluminum hedging agreements		7,242		10,452		5,326
Liabilities						
Deferred compensation plan liabilities	9,040		8,471		7,996	

The Company maintains a non-qualified deferred compensation plan for certain executives and other highly compensated employees. The investment assets are held in mutual funds. The fair value of the mutual funds is based on the quoted market value of the securities held within the funds (Level 1). The related deferred compensation liability represents the fair value of the investment assets.

The Company's fuel hedging agreements are based upon NYMEX rates that are observable and quoted periodically over the full term of the agreement and are considered Level 2 items.

The Company's aluminum hedging agreements are based upon LME rates that are observable and quoted periodically over the full term of the agreement and are considered Level 2 items.

The Company does not have Level 3 assets or liabilities. Also, there were no transfers of assets or liabilities between Level 1 and Level 2 for any of the periods presented.

13. Other Liabilities

Other liabilities were summarized as follows:

In Thousands	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009
Accruals for executive benefit plans	$ 89,322	$ 85,382	$ 83,825
Other	19,095	21,586	19,963
Total other liabilities	$108,417	$106,968	$103,788

14. Commitments and Contingencies

The Company is a member of South Atlantic Canners, Inc. ("SAC"), a manufacturing cooperative from which it is obligated to purchase 17.5 million cases of finished product on an annual basis through May 2014. The Company is also a member of Southeastern Container ("Southeastern"), a plastic bottle manufacturing cooperative from which it is obligated to purchase at least 80% of its requirements of plastic bottles for certain designated territories. See Note 19 to the consolidated financial statements for additional information concerning SAC and Southeastern.

The Company guarantees a portion of SAC's and Southeastern's debt and lease obligations. The amounts guaranteed were $35.7 million, $30.5 million and $38.4 million as of October 3, 2010, January 3, 2010 and September 27, 2009, respectively. The Company has not recorded any liability associated with these guarantees and holds no assets as collateral against these guarantees. The guarantees relate to the debt and lease obligations of SAC and Southeastern, which resulted primarily from the purchase of production equipment and facilities. These guarantees expire at various dates through 2021. The members of both cooperatives consist solely of Coca-Cola bottlers. The Company does not anticipate either of these cooperatives will fail to fulfill its commitments. The Company further believes each of these cooperatives has sufficient assets, including production equipment, facilities and working capital, and the ability to adjust selling prices of their products which adequately mitigate the risk of material loss from the Company's guarantees. In the event either of these cooperatives fails to fulfill its commitments under the related debt and lease obligations, the Company would be responsible for payments to the lenders up to the level of the guarantees. If these cooperatives had borrowed up to their borrowing capacity, the Company's maximum exposure under these guarantees on October 3, 2010 would have been $25.2 million for SAC and $25.2 million for Southeastern and the Company's maximum total exposure, including its equity investment, would have been $30.8 million for SAC and $40.9 million for Southeastern.

The Company has been purchasing plastic bottles from Southeastern and finished products from SAC for more than ten years and has never had to pay against these guarantees.

The Company has an equity ownership in each of the entities in addition to the guarantees of certain indebtedness and records its investment in each under the equity method. As of October 3, 2010, SAC had total assets of approximately $43.9 million and total debt of approximately $17.8 million. SAC had total revenues for YTD 2010 of approximately $132.6 million. As of October 3, 2010, Southeastern had total assets of approximately $405 million and total debt of approximately $212 million. Southeastern had total revenue for YTD 2010 of approximately $446 million.

The Company has standby letters of credit, primarily related to its property and casualty insurance programs. On October 3, 2010, these letters of credit totaled $23.1 million. The Company was required to maintain $4.5 million of restricted cash for letters of credit beginning in the second quarter of 2009 which was reduced to $3.5 million in the second quarter of 2010.

The Company participates in long-term marketing contractual arrangements with certain prestige properties, athletic venues and other locations. The future payments related to these contractual arrangements as of October 3, 2010 amounted to $18.7 million and expire at various dates through 2018.

14. Commitments and Contingencies

During May 2010, Nashville, Tennessee experienced a severe rain storm which caused extensive flood damage in the area. The Company has a production/sales distribution facility located in the flooded area. Due to damage incurred during this flood, the Company recorded a loss of approximately $.2 million on uninsured cold drink equipment. This loss was offset by gains of approximately $1.1 million for the excess of insurance proceeds received as compared to the net book value of production equipment damaged as a result of the flood. In YTD 2010, the Company recorded a receivable of $7.1 million for insured losses of which $1.5 million has already been collected as of the end of Q3 2010. The Company does not expect to incur any significant expenses related to the Nashville area flood for the remainder of 2010.

The Company is involved in various claims and legal proceedings which have arisen in the ordinary course of its business. Although it is difficult to predict the ultimate outcome of these claims and legal proceedings, management believes the ultimate disposition of these matters will not have a material adverse effect on the financial condition, cash flows or results of operations of the Company. No material amount of loss in excess of recorded amounts is believed to be reasonably possible as a result of these claims and legal proceedings.

The Company is subject to audit by tax authorities in jurisdictions where it conducts business. These audits may result in assessments that are subsequently resolved with the tax authorities or potentially through the courts. Management believes the Company has adequately provided for any assessments that are likely to result from these audits; however, final assessments, if any, could be different than the amounts recorded in the consolidated financial statements.

15. Income Taxes

The Company's effective tax rate, as calculated by dividing income tax expense by income before income taxes, for YTD 2010 and YTD 2009 was 34.6% and 23.8%, respectively. The Company's effective tax rate, as calculated by dividing income tax expense by the difference of income before income taxes minus net income attributable to the noncontrolling interest, for YTD 2010 and YTD 2009 was 37.0% and 24.8%, respectively. The increase in the effective tax rate for YTD 2010 was due to a larger adjustment to the reserve for uncertain tax positions in 2009 as compared to 2010 and the elimination of the tax deduction associated with Medicare Part D subsidy as required by the Patient Protection and Affordable Care Act ("PPACA") enacted on March 23, 2010 and the Health Care and Education Reconciliation Act of 2010 ("Reconciliation Act") enacted on March 30, 2010.

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15. Income Taxes

The following table provides a reconciliation of the income tax expense at the statutory federal rate to actual income tax expense.

In Thousands	First Nine Months 2010	First Nine Months 2009
Statutory expense	$ 17,910	$ 16,826
State income taxes, net of federal effect	2,165	2,094
Manufacturing deduction benefit	(1,791)	(1,197)
Meals and entertainment	774	754
Adjustment for uncertain tax positions	(1,080)	(7,070)
Tax law change related to Medicare Part D subsidy	464	—
Other, net	494	521
Income tax expense	$ 18,936	$ 11,928

The Company had $4.5 million of uncertain tax positions as of October 3, 2010, including accrued interest, of which $2.4 million would affect the Company's effective tax rate if recognized. The Company had $5.6 million of uncertain tax positions as of January 3, 2010, including accrued interest, of which $3.5 million would affect the Company's effective tax rate if recognized. The Company had $3.0 million of uncertain tax positions as of September 27, 2009, including accrued interest, all of which would affect the Company's effective tax rate if recognized. While it is expected that the amount of uncertain tax positions may change in the next 12 months, the Company does not expect the change to have a significant impact on the consolidated financial statements.

The Company recognizes potential interest and penalties related to uncertain tax positions in income tax expense. As of October 3, 2010, the Company had approximately $.4 million of accrued interest related to uncertain tax positions. As of January 3, 2010, the Company had approximately $.9 million of accrued interest related to uncertain tax positions. As of September 27, 2009, the Company had approximately $.8 million of accrued interest related to uncertain tax positions. Income tax expense included an interest credit of approximately $.5 million in YTD 2010 and an interest credit of approximately $1.7 million in YTD 2009.

The PPACA and the Reconciliation Act include provisions that will reduce the tax benefits available to employers that receive Medicare Part D subsidies. As a result, during the first quarter of 2010, the Company recorded tax expense totaling $.5 million related to changes made to the tax deductibility of Medicare Part D subsidies.

In Q1 2009, the Company reached an agreement with a taxing authority to settle prior tax positions for which the Company had previously provided reserves due to uncertainty of resolution. As a result, the Company reduced the liability for uncertain tax positions by $1.7 million. The net effect of the adjustment was a decrease to income tax expense in YTD 2009 of approximately $1.7 million.

In Q3 2009, the Company reduced its liability for uncertain tax positions by $5.4 million. The net effect of the adjustment was a decrease to income tax expense of approximately $5.4 million. The reduction of the liability for uncertain tax positions was due mainly to the lapse of applicable statute of limitations.

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15. Income Taxes

In Q3 2010, the Company reduced its liability for uncertain tax positions by $1.7 million. The net effect of the adjustment was a decrease to income tax expense by approximately $1.7 million. The reduction of the liability for uncertain tax positions was due mainly to the lapse of the applicable statute of limitations.

Various tax years from 1992 remain open to examination by taxing jurisdictions to which the Company is subject due to loss carryforwards.

16. Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss is comprised of adjustments relative to the Company's pension and postretirement medical benefit plans, foreign currency translation adjustments required for a subsidiary of the Company that performs data analysis and provides consulting services outside the United States and the Company's share of Southeastern's other comprehensive loss.

A summary of accumulated other comprehensive loss for Q3 2010 and Q3 2009 is as follows:

In Thousands	July 4, 2010	Pre-tax Activity	Tax Effect	Oct. 3, 2010
Net pension activity:				
Actuarial loss	$ (38,809)	$1,365	$(535)	$(37,979)
Prior service costs	(32)	4	(2)	(30)
Net postretirement benefits activity:				
Actuarial loss	(12,592)	410	(161)	(12,343)
Prior service costs	6,834	(446)	175	6,563
Transition asset	18	(6)	2	14
Ownership share of Southeastern OCI	(19)	16	(7)	(10)
Foreign currency translation adjustment	5	—	1	6
Total	$ (44,595)	$ 1,343	$(527)	$ (43,779)

In Thousands	June 28, 2009	Pre-tax Activity	Tax Effect	Sept. 27, 2009
Net pension activity:				
Actuarial loss	$ (53,880)	$2,339	$(921)	$(52,462)
Prior service costs	(40)	4	(2)	(38)
Net postretirement benefits activity:				
Actuarial loss	(9,361)	218	(86)	(9,229)
Prior service costs	7,917	(446)	176	7,647
Transition asset	33	(6)	2	29
Foreign currency translation adjustment	12	4	(1)	15
Total	$(55,319)	$2,113	$ (832)	$ (54,038)

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16. Accumulated Other Comprehensive Loss

A summary of accumulated other comprehensive loss for YTD 2010 and YTD 2009 follows:

In Thousands	Jan. 3, 2010	Pre-tax Activity	Tax Effect	Oct. 3, 2010
Net pension activity:				
Actuarial loss	$ (40,626)	$ 4,355	$ (1,708)	$ (37,979)
Prior service costs	(37)	12	(5)	(30)
Net postretirement benefits activity:				
Actuarial loss	(13,470)	1,092	35	(12,343)
Prior service costs	7,376	(1,338)	525	6,563
Transition asset	26	(19)	7	14
Ownership share of Southeastern OCI	(49)	65	(26)	(10)
Foreign currency translation adjustment	13	(13)	6	6
Total	$ (46,767)	$ 4,154	$ (1,166)	$ (43,779)

In Thousands	Dec. 28, 2008	Pre-tax Activity	Tax Effect	Sept. 27, 2009
Net pension activity:				
Actuarial loss	$ (56,717)	$ 7,017	$ (2,762)	$ (52,462)
Prior service costs	(45)	12	(5)	(38)
Net postretirement benefits activity:				
Actuarial loss	(9,625)	653	(257)	(9,229)
Prior service costs	8,459	(1,339)	527	7,647
Transition asset	41	(19)	7	29
Foreign currency translation adjustment	14	1	—	15
Total	$ (57,873)	$ 6,325	$ (2,490)	$ (54,038)

17. Capital Transactions

The Company has two classes of common stock outstanding, Common Stock and Class B Common Stock. The Common Stock is traded on the NASDAQ Global Select Market[sm] under the symbol COKE. There is no established public trading market for the Class B Common Stock. Shares of the Class B Common Stock are convertible on a share-for-share basis into shares of Common Stock at any time at the option of the holders of Class B Common Stock.

No cash dividend or dividend of property or stock other than stock of the Company, as specifically described in the Company's certificate of incorporation, may be declared and paid on the Class B Common Stock unless an equal or greater dividend is declared and paid on the Common Stock. During YTD 2010 and YTD 2009, dividends of $.75 per share were declared and paid on both Common Stock and Class B Common Stock.

17. Capital Transactions

Each share of Common Stock is entitled to one vote per share and each share of Class B Common Stock is entitled to 20 votes per share at all meetings of stockholders. Except as otherwise required by law, holders of the Common Stock and Class B Common Stock vote together as a single class on all matters brought before the Company's stockholders. In the event of liquidation, there is no preference between the two classes of common stock.

On May 12, 1999, the stockholders of the Company approved a restricted stock award program for J. Frank Harrison, III, the Company's Chairman of the Board of Directors and Chief Executive Officer, consisting of 200,000 shares of the Company's Class B Common Stock. Under the award, shares of restricted stock were granted at a rate of 20,000 shares per year over a ten-year period. The vesting of each annual installment was contingent upon the Company achieving at least 80% of the overall goal achievement factor in the Company's Annual Bonus Plan. The restricted stock award did not entitle Mr. Harrison, III to participate in dividend or voting rights until each installment had vested and the shares were issued. The restricted stock award expired at the end of fiscal year 2008. On March 4, 2009, the Compensation Committee determined an additional 20,000 shares of restricted Class B Common Stock vested and such shares were issued to Mr. Harrison, III for the fiscal year ended December 28, 2008.

On April 29, 2008, the stockholders of the Company approved a Performance Unit Award Agreement for Mr. Harrison, III consisting of 400,000 performance units ("Units"). Each Unit represents the right to receive one share of the Company's Class B Common Stock, subject to certain terms and conditions. The Units vest in annual increments over a ten-year period starting in fiscal year 2009. The number of Units that vest each year will equal the product of 40,000 multiplied by the overall goal achievement factor (not to exceed 100%) under the Company's Annual Bonus Plan. The Performance Unit Award Agreement replaced the restricted stock award program.

Each annual 40,000 Unit tranche has an independent performance requirement as it is not established until the Company's Annual Bonus Plan targets are approved each year by the Company's Board of Directors. As a result, each 40,000 Unit tranche is considered to have its own service inception date, grant-date and requisite service period. The Company's Annual Bonus Plan targets, which establish the performance requirements for the Performance Unit Award Agreement, are approved by the Compensation Committee of the Board of Directors in the first quarter of each year. The Performance Unit Award Agreement does not entitle Mr. Harrison, III to participate in dividends or voting rights until each installment has vested and the shares are issued. Mr. Harrison, III may satisfy tax withholding requirements in whole or in part by requiring the Company to settle in cash such number of Units otherwise payable in Class B Common Stock to meet the maximum statutory tax withholding requirements.

On March 9, 2010, the Compensation Committee determined that 40,000 Units vested for the fiscal year ended January 3, 2010. Of such Units, 22,320 were settled for 22,320 shares of Class B Common Stock and 17,680 were settled in cash to satisfy tax withholding obligations in connection with the vesting of the Units.

Compensation expense for the Performance Unit Award Agreement recognized in YTD 2010 was $1.6 million, which was based upon a share price of $52.94 on October 1, 2010. Compensation expense recognized in YTD 2009 was $1.5 million, which was based upon a share price of $48.80 on September 25, 2009.

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17. Capital Transactions

On February 19, 2009, The Coca-Cola Company converted 497,670 shares of the Company's Class B Common Stock into an equivalent number of shares of the Company's Common Stock.

The increase in the total number of shares outstanding in YTD 2010 was due to the issuance of the 22,320 shares of Class B Common Stock related to the Performance Unit Award Agreement. The increase in the total number of shares outstanding in YTD 2009 was due to the issuance of 20,000 shares of Class B Common Stock related to the restricted stock award.

18. Benefit Plans

Pension Plans

Retirement benefits under the two Company-sponsored pension plans are based on the employee's length of service, average compensation over the five consecutive years that give the highest average compensation and average Social Security taxable wage base during the 35-year period before reaching Social Security retirement age. Contributions to the plans are based on the projected unit credit actuarial funding method and are limited to the amounts currently deductible for income tax purposes. On February 22, 2006, the Board of Directors of the Company approved an amendment to the principal Company-sponsored pension plan to cease further benefit accruals under the plan effective June 30, 2006.

The components of net periodic pension cost were as follows:

	Third Quarter		First Nine Months	
In Thousands	2010	2009	2010	2009
Service cost	$ 20	$ 23	$ 58	$ 68
Interest cost	2,864	2,788	8,578	8,365
Expected return on plan assets	(2,894)	(2,270)	(8,630)	(6,810)
Amortization of prior service cost	4	4	12	12
Recognized net actuarial loss	1,365	2,339	4,355	7,017
Net periodic pension cost	$ 1,359	$ 2,884	$ 4,373	$ 8,652

The Company contributed $8.7 million to its Company-sponsored pension plans during YTD 2010. The Company has made additional payments of $.9 million subsequent to the end of Q3 2010. These contributions represent all required payments for 2010.

Postretirement Benefits

The Company provides postretirement benefits for a portion of its current employees. The Company recognizes the cost of postretirement benefits, which consist principally of medical benefits, during employees' periods of active service. The Company does not pre-fund these benefits and has the right to modify or terminate certain of these benefits in the future.

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18. Benefit Plans

The components of net periodic postretirement benefit cost were as follows:

In Thousands	Third Quarter 2010	Third Quarter 2009	First Nine Months 2010	First Nine Months 2009
Service cost	$ 182	$ 158	$ 572	$ 473
Interest cost	634	557	1,886	1,672
Amortization of unrecognized transitional assets	(7)	(6)	(19)	(19)
Recognized net actuarial loss	410	218	1,092	653
Amortization of prior service cost	(446)	(446)	(1,338)	(1,339)
Net periodic postretirement benefit cost	$ 773	$ 481	$ 2,193	$ 1,440

401(k) Savings Plan

The Company provides a 401(k) Savings Plan for substantially all of its employees who are not part of collective bargaining agreements. The Company suspended matching contributions to its 401(k) Savings Plan effective April 1, 2009. The Company maintained the option to match its employees' 401(k) Savings Plan contributions based on the financial results for 2009. The Company subsequently decided to match the first 5% of its employees' contributions (consistent with Q1 2009 matching contribution percentage) for the entire year of 2009.

The Company will match the first 3% of its employees' contributions for 2010. The Company maintains the option to increase the matching contributions an additional 2%, for a total of 5%, for the Company's employees based on the financial results for 2010. Based on the financial results of the first quarter of 2010, the Company decided to increase the matching contributions an additional 2% for that quarter, which was approved and paid in the second quarter of 2010. Based on the financial results of the second quarter of 2010, the Company decided to increase the matching contributions an additional 2% for that quarter which was approved and paid in the third quarter of 2010. The total cost for this benefit in YTD 2010 and YTD 2009 was $6.8 million and $6.7 million, respectively.

Multi-Employer Benefits

The Company entered into a new agreement in the third quarter of 2008 after one of its collective bargaining contracts expired in July 2008. The new agreement allowed the Company to freeze its liability to Central States Southeast and Southwest Areas Pension Plan ("Central States"), a multi-employer defined benefit pension fund, while preserving the pension benefits previously earned by the employees. As a result of freezing the Company's liability to Central States, the Company recorded a charge of $13.6 million in the second half of 2008. The Company paid $3.0 million in the fourth quarter of 2008 to the Southern States Savings and Retirement Plan under the agreement to freeze the Central States liability. The remaining $10.6 million was the present value amount, using a discount rate of 7% that will be paid to Central States over the next 20 years and was recorded in other liabilities. The Company paid approximately $1 million in 2009 and will pay approximately $1 million annually over the next 19 years.

19. Related Party Transactions

The Company's business consists primarily of the production, marketing and distribution of nonalcoholic beverages of The Coca-Cola Company, which is the sole owner of the secret formulas under which the primary components (either concentrate or syrup) of its beverage products are manufactured. As of October 3, 2010, The Coca-Cola Company had a 27.0% interest in the Company's total outstanding Common Stock and Class B Common Stock on a combined basis, representing 5.2% of the total votes of the Company's Common Stock and Class B Common Stock voting together as a single class.

The following table summarizes the significant transactions between the Company and The Coca-Cola Company:

	First Nine Months	
In Millions	2010	2009
Payments by the Company for concentrate, syrup, sweetener and other purchases	$ 301.6	$ 277.4
Marketing funding support payments to the Company	33.8	35.1
Payments by the Company net of marketing funding support	$ 267.8	$ 242.3
Payments by the Company for customer marketing programs	$ 38.6	$ 39.4
Payments by the Company for cold drink equipment parts	6.4	5.3
Fountain delivery and equipment repair fees paid to the Company	7.7	8.5
Presence marketing funding support provided by The Coca-Cola Company on the Company's behalf	3.3	3.0
Payments to the Company to facilitate the distribution of certain brands and packages to other Coca-Cola bottlers	2.2	.6
Sales of finished products to The Coca-Cola Company	—	1.1

The Company had a production arrangement with Coca-Cola Enterprises Inc. ("CCE") to buy and sell finished products at cost. Sales to CCE under this arrangement were $37.6 million and $38.2 million in YTD 2010 and YTD 2009, respectively. Purchases from CCE under this arrangement were $19.4 million and $16.3 million in YTD 2010 and YTD 2009, respectively. In addition, CCE began distributing one of the Company's own brands (Tum-E Yummies) in the first quarter of 2010. Total sales to CCE for this brand were $10.5 million in YTD 2010.

The Coca-Cola Company has significant equity interest in the Company and acquired the North American operations of CCE on October 2, 2010.

Along with all other Coca-Cola bottlers in the United States, the Company is a member in Coca-Cola Bottlers' Sales and Services Company, LLC ("CCBSS"), which was formed in 2003 for the purposes of facilitating various procurement functions and distributing certain specified beverage products of The Coca-Cola Company with the intention of enhancing the efficiency and competitiveness of the Coca-Cola bottling system in the United States. CCBSS negotiates the procurement for the majority of the Company's raw materials (excluding concentrate). The Company pays an administrative fee to CCBSS for its services. Administrative fees to CCBSS for its services were $.6 million and $.5 million in YTD 2010 and YTD 2009, respectively.

19. Related Party Transactions

The Company is a member of SAC, a manufacturing cooperative. SAC sells finished products to the Company and Piedmont at cost. Purchases from SAC by the Company and Piedmont for finished products were $100.6 million and $100.2 million in YTD 2010 and YTD 2009, respectively. The Company also manages the operations of SAC pursuant to a management agreement. Management fees earned from SAC were $1.1 million in YTD 2010 and $.9 million in YTD 2009. The Company has also guaranteed a portion of debt for SAC. Such guarantee amounted to $18.0 million as of October 3, 2010. The Company has not recorded any liability associated with this guarantee and holds no assets as collateral against this guarantee. The Company's equity investment in SAC was $5.6 million as of October 3, 2010, January 3, 2010 and September 27, 2009.

The Company is a shareholder in two entities from which it purchases substantially all its requirements for plastic bottles. Net purchases from these entities were $55.5 million in YTD 2010 and $51.3 million in YTD 2009. In connection with its participation in Southeastern, the Company has guaranteed a portion of the entity's debt. Such guarantee amounted to $17.7 million as of October 3, 2010. The Company has not recorded any liability associated with this guarantee and holds no assets as collateral against this guarantee. The Company's equity investment in one of these entities, Southeastern, was $15.7 million, $13.2 million and $13.3 million as of October 3, 2010, January 3, 2010 and September 27, 2009, respectively.

The Company monitors its investments in cooperatives and would be required to write down its investment if an impairment is identified and the Company determined it to be other-than temporary. No impairment of the Company's investments in cooperatives has been identified as of October 3, 2010 nor was there any impairment in 2009 or 2008.

The Company leases from Harrison Limited Partnership One ("HLP") the Snyder Production Center ("SPC") and an adjacent sales facility, which are located in Charlotte, North Carolina. HLP is directly and indirectly owned by trusts of which J. Frank Harrison, III, Chairman of the Board of Directors and Chief Executive Officer of the Company, and Deborah H. Everhart, a director of the Company, are trustees and beneficiaries. The current lease was to expire on December 31, 2010. On March 23, 2009, the Company modified the lease agreement (new terms to begin January 1, 2011) with HLP related to the SPC lease. The modified lease would not have changed the classification of the existing lease had it been in effect in the first quarter of 2002, when the capital lease was recorded, as the Company received a renewal option to extend the term of the lease, which it expected to exercise. The modified lease did not extend the term of the existing lease (remaining lease term was reduced from approximately 22 years to approximately 12 years). Accordingly, the present value of the leased property under capital leases and capital lease obligations was adjusted by an amount equal to the difference between the future minimum lease payments under the modified lease agreement and the present value of the existing obligation on the modification date. The capital lease obligations and leased property under capital leases were both decreased by $7.5 million in March 2009. The annual base rent the Company is obligated to pay under the modified lease is subject to an adjustment for an inflation factor. The prior lease annual base rent was subject to adjustment for an inflation factor and for increases or decreases in interest rates, using LIBOR as the measurement device. The principal balance outstanding under this capital lease as of October 3, 2010 was $27.7 million. Rental payments related to this lease were $2.4 million and $2.6 million in YTD 2010 and YTD 2009, respectively.

19. Related Party Transactions

The Company leases from Beacon Investment Corporation ("Beacon") the Company's headquarters office facility and an adjacent office facility. The lease expires on December 31, 2021. Beacon's sole shareholder is J. Frank Harrison, III. The principal balance outstanding under this capital lease as of October 3, 2010 was $29.6 million. Rental payments related to the lease were $2.9 million and $2.8 million YTD 2010 and YTD 2009, respectively.

20. Net Sales by Product Category

Net sales by product category were as follows:

	Third Quarter		First Nine Months	
In Thousands	2010	2009	2010	2009
Bottle/can sales:				
Sparkling beverages (including energy products)	$259,824	$257,289	$ 783,531	$ 749,488
Still beverages	66,109	58,253	172,917	162,703
Total bottle/can sales	325,933	315,542	956,448	912,191
Other sales:				
Sales to other Coca-Cola bottlers	36,589	31,822	107,273	98,433
Post-mix and other	32,842	27,192	96,502	77,942
Total other sales	69,431	59,014	203,775	176,375
Total net sales	$395,364	$374,556	$1,160,223	$1,088,566

Sparkling beverages are carbonated beverages while still beverages are noncarbonated beverages.

Coca-Cola Bottling Co. Consolidated
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21. Net Income Per Share

The following table sets forth the computation of basic net income per share and diluted net income per share under the two-class method:

In Thousands (Except Per Share Data)	Third Quarter		First Nine Months	
	2010	2009	2010	2009
Numerator for basic and diluted net income per Common Stock and Class B Common Stock share:				
Net income attributable to Coca-Cola Bottling Co. Consolidated	$ 15,533	$ 15,428	$ 32,236	$ 36,146
Less dividends:				
Common Stock	1,785	1,785	5,356	5,285
Class B Common Stock	512	505	1,528	1,587
Total undistributed earnings	$ 13,236	$ 13,138	$ 25,352	$ 29,274
Common Stock undistributed earnings — basic	$ 10,291	$ 10,239	$ 19,721	$ 22,511
Class B Common Stock undistributed earnings — basic	2,945	2,899	5,631	6,763
Total undistributed earnings — basic	$ 13,236	$ 13,138	$ 25,352	$ 29,274
Common Stock undistributed earnings — diluted	$ 10,246	$ 10,194	$ 19,635	$ 22,438
Class B Common Stock undistributed earnings — diluted	2,990	2,944	5,717	6,836
Total undistributed earnings — diluted	$ 13,236	$ 13,138	$ 25,352	$ 29,274
Numerator for basic net income per Common Stock share:				
Dividends on Common Stock	$ 1,785	$ 1,785	$ 5,356	$ 5,285
Common Stock undistributed earnings — basic	10,291	10,239	19,721	22,511
Numerator for basic net income per Common Stock share	$ 12,076	$ 12,024	$ 25,077	$27,796
Numerator for basic net income per Class B Common Stock share:				
Dividends on Class B Common Stock	$ 512	$ 505	$ 1,528	$ 1,587
Class B Common Stock undistributed earnings — basic	2,945	2,899	5,631	6,763
Numerator for basic net income per Class B Common Stock share	$ 3,457	$ 3,404	$ 7,159	$ 8,350

Coca-Cola Bottling Co. Consolidated
Notes to Consolidated Financial Statements (Unaudited)

21. Net Income Per Share

In Thousands (Except Per Share Data)	Third Quarter 2010	Third Quarter 2009	First Nine Months 2010	First Nine Months 2009
Numerator for diluted net income per Common Stock share:				
Dividends on Common Stock	$ 1,785	$ 1,785	$ 5,356	$ 5,285
Dividends on Class B Common Stock assumed converted to Common Stock	512	505	1,528	1,587
Common Stock undistributed earnings — diluted	13,236	13,138	25,352	29,274
Numerator for diluted net income per Common Stock share	$ 15,533	$ 15,428	$ 32,236	$ 36,146
Numerator for diluted net income per Class B Common Stock share:				
Dividends on Class B Common Stock	$ 512	$ 505	$ 1,528	$ 1,587
Class B Common Stock undistributed earnings — diluted	2,990	2,944	5,717	6,836
Numerator for diluted net income per Class B Common Stock share	$ 3,502	$ 3,449	$ 7,245	$ 8,423

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21. Net Income Per Share

In Thousands (Except Per Share Data)	Third Quarter 2010	Third Quarter 2009	First Nine Months 2010	First Nine Months 2009
Denominator for basic net income per Common Stock and Class B Common Stock share:				
Common Stock weighted average shares outstanding — basic	7,141	7,141	7,141	7,047
Class B Common Stock weighted average shares outstanding — basic	2,044	2,022	2,039	2,117
Denominator for diluted net income per Common Stock and Class B Common Stock share:				
Common Stock weighted average shares outstanding — diluted (assumes conversion of Class B Common Stock to Common Stock)	9,225	9,203	9,220	9,194
Class B Common Stock weighted average shares outstanding — diluted	2,084	2,062	2,079	2,147
Basic net income per share:				
Common Stock	$ 1.69	$ 1.68	$ 3.51	$ 3.94
Class B Common Stock	$ 1.69	$ 1.68	$ 3.51	$ 3.94
Diluted net income per share:				
Common Stock	$ 1.68	$ 1.68	$ 3.50	$ 3.93
Class B Common Stock	$ 1.68	$ 1.67	$ 3.48	$ 3.92

NOTES TO TABLE

(1) For purposes of the diluted net income per share computation for Common Stock, all shares of Class B Common Stock are assumed to be converted; therefore, 100% of undistributed earnings is allocated to Common Stock.

(2) For purposes of the diluted net income per share computation for Class B Common Stock, weighted average shares of Class B Common Stock are assumed to be outstanding for the entire period and not converted.

(3) Denominator for diluted net income per share for Common Stock and Class B Common Stock includes the dilutive effect of shares relative to the Performance Unit Award.

22. Risks and Uncertainties

Approximately 88% of the Company's YTD 2010 bottle/can volume to retail customers are products of The Coca-Cola Company, which is the sole supplier of these products or of the concentrates or syrups required to manufacture these products. The remaining 12% of the Company's YTD 2010 bottle/can volume to retail customers are products of other beverage companies and the Company. The Company has beverage agreements under which it has various requirements to meet. Failure to meet the requirements of these beverage agreements could result in the loss of distribution rights for the respective product.

The Coca-Cola Company recently acquired the North American operations of CCE, and the Company's primary competitors were recently acquired by their franchisor. These transactions may cause uncertainty within the Coca-Cola bottler system or adversely impact the Company and its business. At this time, it is unknown whether the transactions will have a material impact on the Company's business and financial results.

The Company's products are sold and distributed directly by its employees to retail stores and other outlets. During YTD 2010, approximately 69% of the Company's bottle/can volume to retail customers was sold for future consumption, while the remaining bottle/can volume to retail customers of approximately 31% was sold for immediate consumption. During YTD 2009, approximately 68% of the Company's bottle/can volume to retail customers was sold for future consumption, while the remaining bottle/can volume to retail customers of approximately 32% was sold for immediate consumption. The Company's largest customers, Wal-Mart Stores, Inc. and Food Lion, LLC, accounted for approximately 25% and 10%, respectively, of the Company's total bottle/can volume to retail customers in YTD 2010. Wal-Mart Stores, Inc. and Food Lion, LLC accounted for approximately 19% and 11%, respectively, of the Company's total bottle/can volume to retail customers in YTD 2009. Wal-Mart Stores, Inc. accounted for 17% of the Company's total net sales during YTD 2010. Wal-Mart Stores, Inc. accounted for 15% of the Company's total net sales during YTD 2009.

The Company obtains all of its aluminum cans from two domestic suppliers. The Company currently obtains all of its plastic bottles from two domestic entities. See Note 14 and Note 19 to the consolidated financial statements for additional information.

The Company is exposed to price risk on such commodities as aluminum, corn and resin which affects the cost of raw materials used in the production of finished products. The Company both produces and procures these finished products. Examples of the raw materials affected are aluminum cans and plastic bottles used for packaging and high fructose corn syrup used as a product ingredient. Further, the Company is exposed to commodity price risk on crude oil which impacts the Company's cost of fuel used in the movement and delivery of the Company's products. The Company participates in commodity hedging and risk mitigation programs administered both by CCBSS and by the Company. In addition, there is no limit on the price The Coca-Cola Company and other beverage companies can charge for concentrate.

Certain liabilities of the Company are subject to risk due to changes in both long-term and short-term interest rates. These liabilities include floating rate debt, leases, retirement benefit obligations and the Company's pension liability.

Coca-Cola Bottling Co. Consolidated
Notes to Consolidated Financial Statements (Unaudited)

22. Risks and Uncertainties

Approximately 7% of the Company's labor force is covered by collective bargaining agreements. One collective bargaining contract covering approximately .5% of the Company's employees will expire during the fourth quarter of 2010. One collective bargaining contract covering approximately .5% of the Company's employees expired in the first quarter of 2010 and the Company entered into a new agreement during the first quarter of 2010.

23. Supplemental Disclosures of Cash Flow Information

Changes in current assets and current liabilities affecting cash flows were as follows:

	First Nine Months	
In Thousands	2010	2009
Accounts receivable, trade, net	$ (22,827)	$ 3,586
Accounts receivable from The Coca-Cola Company	(16,056)	(14,006)
Accounts receivable, other	(4,972)	(4,025)
Inventories	(5,014)	(2,265)
Prepaid expenses and other current assets	3,128	(4,355)
Accounts payable, trade	359	(9,786)
Accounts payable to The Coca-Cola Company	15,514	8,290
Other accrued liabilities	3,141	6,704
Accrued compensation	149	(1,554)
Accrued interest payable	4,535	4,348
Increase in current assets less current liabilities	$ (22,043)	$(13,063)

Non-cash activity

Additions to property, plant and equipment of $1.2 million have been accrued but not paid and are recorded in accounts payable, trade as of October 3, 2010. Of that amount, $.2 million was related to the Nashville flood damage.

Additions to property, plant and equipment included $1.5 million for a trade-in allowance on manufacturing equipment in YTD 2010.

24. New Accounting Pronouncements

Recently Adopted Pronouncements

In June 2009, the Financial Accounting Standards Board ("FASB") issued new guidance which replaces the quantitative-based risks and rewards calculation for determining which enterprise, if any, has a controlling financial interest in a variable interest entity ("VIE") with an approach focused on identifying which enterprise

24. New Accounting Pronouncements

has the power to direct the activities of the VIE that most significantly impacts the entity's economic performance and the obligation to absorb losses or the right to receive benefits from the entity. The new guidance was effective for annual reporting periods that begin after November 15, 2009. The Company's adoption of this new guidance did not have a material impact on the Company's consolidated financial statements.

In June 2009, the FASB issued new guidance which eliminates the exceptions for qualifying special-purpose entities from consolidation guidance and the exception that permitted sale accounting for certain mortgage securitization when a transferor has not surrendered control over the transferred financial assets. The new guidance was effective for annual reporting periods that begin after November 15, 2009. The Company's adoption of this new guidance did not have a material impact on the Company's consolidated financial statements.

In January 2010, the FASB issued new guidance that clarifies the decrease-in-ownership of subsidiaries provisions of GAAP. The new guidance clarifies to which subsidiaries the decrease-in-ownership provision of Accounting Standards Codification 810-10 apply. The new guidance was effective for the Company in the first quarter of 2010. The Company's adoption of this new guidance did not have a material impact on the Company's consolidated financial statements.

In January 2010, the FASB issued new guidance related to the disclosures about transfers into and out of Levels 1 and 2 fair value classifications and separate disclosures about purchases, sales, issuances and settlements relating to the Level 3 fair value classification. The new guidance also clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure the fair value. The new guidance was effective for the Company in the first quarter of 2010 except for the requirement to provide the Level 3 activity of purchases, sales, issuances and settlements on a gross basis, which is effective for the Company in the first quarter of 2011. The Company's adoption of this new guidance did not have a material impact on the Company's consolidated financial statements. The Company also does not expect the Level 3 requirements of the new guidance effective in the first quarter of 2011 to have a material impact on the Company's consolidated financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("M,D&A") should be read in conjunction with Coca-Cola Bottling Co. Consolidated's (the "Company") consolidated financial statements and the accompanying notes to the consolidated financial statements. M,D&A includes the following sections:

- Our Business and the Nonalcoholic Beverage Industry — a general description of the Company's business and the nonalcoholic beverage industry.
- Areas of Emphasis — a summary of the Company's key priorities.
- Overview of Operations and Financial Condition — a summary of key information and trends concerning the financial results for the third quarter of 2010 ("Q3 2010") and the first nine months of 2010 ("YTD 2010") and changes from the third quarter of 2009 ("Q3 2009") and the first nine months of 2009 ("YTD 2009").
- Discussion of Critical Accounting Policies, Estimates and New Accounting Pronouncements — a discussion of accounting policies that are most important to the portrayal of the Company's financial condition and results of operations and that require critical judgments and estimates and the expected impact of new accounting pronouncements.
- Results of Operations — an analysis of the Company's results of operations for Q3 2010 and YTD 2010 compared to Q3 2009 and YTD 2009.
- Financial Condition — an analysis of the Company's financial condition as of the end of Q3 2010 compared to year-end 2009 and the end of Q3 2009 as presented in the consolidated financial statements.
- Liquidity and Capital Resources — an analysis of capital resources, cash sources and uses, investing activities, financing activities, off-balance sheet arrangements, aggregate contractual obligations and hedging activities.
- Cautionary Information Regarding Forward-Looking Statements.

The consolidated financial statements include the consolidated operations of the Company and its majority-owned subsidiaries including Piedmont Coca-Cola Bottling Partnership ("Piedmont"). The noncontrolling interest consists of The Coca-Cola Company's interest in Piedmont, which was 22.7% for all periods presented.

During May 2010, Nashville, Tennessee experienced a severe rain storm which caused extensive flood damage in the area. The Company has a production/sales distribution facility located in the flooded area. Due to damage incurred during this flood, the Company recorded a loss of $.2 million on uninsured cold drink equipment. This loss was offset by gains of $1.1 million for the excess of insurance proceeds received as compared to the net book value of production equipment damaged as a result of the flood. In YTD 2010, the Company recorded a receivable of $7.1 million for insured losses of which $1.5 million has already been collected as of YTD 2010. The Company does not expect to incur any significant expenses related to the Nashville area flood for the remainder of 2010.

Our Business and the Nonalcoholic Beverage Industry

The Company produces, markets and distributes nonalcoholic beverages, primarily products of The Coca-Cola Company, which include some of the most recognized and popular beverage brands in the world. The Company is the largest independent bottler of products of The Coca-Cola Company in the United States, distributing these products in eleven states primarily in the Southeast. The Company also distributes several other beverage brands. These product offerings include both sparkling and still beverages. Sparkling beverages are carbonated beverages including energy products. Still beverages are noncarbonated beverages such as bottled water, tea, ready to drink

coffee, enhanced water, juices and sports drinks. The Company had net sales of approximately $1.4 billion in 2009.

The nonalcoholic beverage market is highly competitive. The Company's competitors include bottlers and distributors of nationally and regionally advertised and marketed products and private label products. In each region in which the Company operates, between 85% and 95% of sparkling beverage sales in bottles, cans and other containers are accounted for by the Company and its principal competitors, which in each region includes the local bottler of Pepsi-Cola and, in some regions, the local bottler of Dr Pepper, Royal Crown and/or 7-Up products. During the last several years, industry sales of sugar sparkling beverages, other than energy products, have declined. The decline in sugar sparkling beverages has generally been offset by volume growth in other nonalcoholic product categories. The sparkling beverage category (including energy products) represents 82% of the Company's YTD 2010 bottle/can net sales.

The principal methods of competition in the nonalcoholic beverage industry are point-of-sale merchandising, new product introductions, new vending and dispensing equipment, packaging changes, pricing, price promotions, product quality, retail space management, customer service, frequency of distribution and advertising. The Company believes it is competitive in its territories with respect to each of these methods.

Historically, operating results for the third quarter and the first nine months of the fiscal year have not been representative of results for the entire fiscal year. Business seasonality results primarily from higher unit sales of the Company's products in the second and third quarters versus the first and fourth quarters of the fiscal year. Fixed costs, such as depreciation expense, are not significantly impacted by business seasonality.

The Company performs its annual impairment test of franchise rights and goodwill as of the first day of the fourth quarter. During YTD 2010, the Company did not experience any triggering events or changes in circumstances that indicated the carrying amounts of the Company's franchise rights or goodwill exceeded fair values. As such, the Company has not recognized any impairments of franchise rights or goodwill.

The Coca-Cola Company recently acquired the North American operations of Coca-Cola Enterprises Inc. ("CCE"), and the Company's primary competitors were recently acquired by their franchisor. These transactions may cause uncertainty within the Coca-Cola bottler system or adversely impact the Company and its business. At this time, it is unknown whether the transactions will have a material impact on the Company's business and financial results.

Net sales by product category were as follows:

	Third Quarter		First Nine Months	
In Thousands	2010	2009	2010	2009
Bottle/can sales:				
Sparkling beverages (including energy products)	$259,824	$257,289	$ 783,531	$ 749,488
Still beverages	66,109	58,253	172,917	162,703
Total bottle/can sales	325,933	315,542	956,448	912,191
Other sales:				
Sales to other Coca-Cola bottlers	36,589	31,822	107,273	98,433
Post-mix and other	32,842	27,192	96,502	77,942
Total other sales	69,431	59,014	203,775	176,375
Total net sales	$395,364	$374,556	$1,160,223	$1,088,566

Areas of Emphasis

Key priorities for the Company include revenue management, product innovation and beverage portfolio expansion, distribution cost management and productivity.

Revenue Management

Revenue management requires a strategy which reflects consideration for pricing of brands and packages within product categories and channels, highly effective working relationships with customers and disciplined fact-based decision-making. Revenue management has been and continues to be a key performance driver which has significant impact on the Company's results of operations.

Product Innovation and Beverage Portfolio Expansion

Sparkling beverage volume, other than energy products, has declined over the past several years. Innovation of both new brands and packages has been and will continue to be critical to the Company's overall revenue. New packaging introductions included the 2-liter contour bottle during 2009.

The Company has invested in its own brand portfolio with products such as Tum-E Yummies, a vitamin C enhanced flavored drink, Country Breeze tea and diet Country Breeze tea. These brands enable the Company to participate in strong growth categories and capitalize on distribution channels that may include the Company's traditional Coca-Cola franchise territory as well as third party distributors outside the Company's traditional Coca-Cola franchise territory. While the growth prospects of Company-owned or exclusively licensed brands appear promising, the cost of developing, marketing and distributing these brands is anticipated to be significant as well.

Distribution Cost Management

Distribution costs represent the costs of transporting finished goods from Company locations to customer outlets. Total distribution costs amounted to $140.3 million and $138.7 million in YTD 2010 and YTD 2009, respectively. Over the past several years, the Company has focused on converting its distribution system from a conventional routing system to a predictive system. This conversion to a predictive system has allowed the Company to more efficiently handle increasing numbers of products. In addition, the Company has closed a number of smaller sales distribution centers over the past several years reducing its fixed warehouse-related costs.

The Company has three primary delivery systems for its current business:

- bulk delivery for large supermarkets, mass merchandisers and club stores;
- advanced sales delivery for convenience stores, drug stores, small supermarkets and certain on-premise accounts; and
- full service delivery for its full service vending customers.

Distribution cost management will continue to be a key area of emphasis for the Company.

Productivity

A key driver in the Company's selling, delivery and administrative ("S,D&A") expense management relates to ongoing improvements in labor productivity and asset productivity.

Overview of Operations and Financial Condition

The following items affect the comparability of the financial results presented below:

Q3 2010 and YTD 2010

- a $.1 million pre-tax favorable mark-to-market adjustment and a $1.3 million pre-tax unfavorable mark-to-market adjustment to S,D&A expenses related to the Company's 2010 fuel hedging program in Q3 2010 and YTD 2010, respectively;
- a $3.0 million pre-tax favorable mark-to-market adjustment and a $3.2 million pre-tax unfavorable mark-to-market adjustment to cost of sales related to the Company's 2010 and 2011 aluminum hedging program in Q3 2010 and YTD 2010, respectively;
- a $.1 million and a $.9 million pre-tax favorable adjustment to cost of sales related to the gain on the replacement of flood damaged production equipment in Q3 2010 and YTD 2010, respectively;
- a $.2 million pre-tax unfavorable adjustment to S,D&A expenses related to the loss recorded on the disposal of uninsured vending equipment from the Nashville area flood in YTD 2010;
- a $.1 million pre-tax favorable adjustment to S,D&A expenses related to the gain on replacement of flood damaged building fixtures in Q3 2010;
- a $.5 million unfavorable adjustment to income tax expense related to the elimination of the deduction related to Medicare Part D subsidy in the first quarter of 2010; and
- a $1.7 million credit to income tax expense related to the reduction of the liability for uncertain tax positions in Q3 2010 due mainly to the lapse of applicable statutes of limitations.

Q3 2009 and YTD 2009

- a $1.4 million and $5.3 million pre-tax favorable mark-to-market adjustment to cost of sales related to the Company's 2010 and 2011 aluminum hedging programs in Q3 2009 and YTD 2009, respectively;
- a $1.7 million credit to income tax expense related to the agreement with a state tax authority to settle certain prior tax positions in the first quarter of 2009 ("Q1 2009");
- a $5.4 million credit to income tax expense related to the reduction of the liability for uncertain tax positions in Q3 2009 due mainly to the lapse of applicable statutes of limitations; and
- a $.5 million pre-tax unfavorable mark-to-market adjustment and $2.9 million pre-tax favorable mark-to-market adjustment to S,D&A expenses related to the Company's 2009 and 2010 fuel hedging programs in Q3 2009 and YTD 2009, respectively.

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The following overview provides a summary of key information concerning the Company's financial results for Q3 2010 and YTD 2010 compared to Q3 2009 and YTD 2009.

	Third Quarter			%
In Thousands (Except Per Share Data)	2010	2009	Change	Change
Net sales	$ 395,364	$ 374,556	$ 20,808	5.6
Gross margin	173,117	157,320	15,797	10.0
S,D&A expenses	139,455	131,024	8,431	6.4
Income from operations	33,662	26,296	7,366	28.0
Interest expense, net	8,841	8,866	(25)	(0.3)
Income before income taxes	24,821	17,430	7,391	42.4
Income tax expense	7,610	1,043	6,567	NM*
Net income	17,211	16,387	824	5.0
Net income attributable to the Company	15,533	15,428	105	0.7
Basic net income per share:				
Common Stock	$ 1.69	$ 1.68	$ 0.01	0.6
Class B Common Stock	$ 1.69	$ 1.68	$ 0.01	0.6
Diluted net income per share:				
Common Stock	$ 1.68	$ 1.68	—	—
Class B Common Stock	$ 1.68	$ 1.67	$ 0.01	0.6

* Not Meaningful

	First Nine Months			%
In Thousands (Except Per Share Data)	2010	2009	Change	Change
Net sales	$ 1,160,223	$ 1,088,566	$ 71,657	6.6
Gross margin	487,828	464,576	23,252	5.0
S,D&A expenses	406,689	386,461	20,228	5.2
Income from operations	81,139	78,115	3,024	3.9
Interest expense, net	26,453	28,059	(1,606)	(5.7)
Income before income taxes	54,686	50,056	4,630	9.2
Income tax expense	18,936	11,928	7,008	58.8
Net income	35,750	38,128	(2,378)	(6.2)
Net income attributable to the Company	32,236	36,146	(3,910)	(10.8)
Basic net income per share:				
Common Stock	$ 3.51	$ 3.94	$ (0.43)	(10.9)
Class B Common Stock	$ 3.51	$ 3.94	$ (0.43)	(10.9)
Diluted net income per share:				
Common Stock	$ 3.50	$ 3.93	$ (0.43)	(10.9)
Class B Common Stock	$ 3.48	$ 3.92	$ (0.44)	(11.2)

The Company's net sales increased 5.6% in Q3 2010 compared to Q3 2009. The increase in net sales was primarily due to a 2.1% increase in bottle/can sales price per unit and a $4.4 million increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies). The 2.1% increase in bottle/can sales price per unit was primarily due to higher per unit prices in sparkling beverages except energy products and a change in product mix primarily due to decreased sales of future consumption 12-ounce cans which have a lower sales price per unit compared to immediate consumption prices partially offset by lower sales price per unit for still beverages. The Company's net sales increased 6.6% in YTD 2010 compared to YTD 2009. The increase in net sales was primarily due to a 6.8% increase in bottle/can volume and a $15.2 million increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies) partially offset by a 1.8% decrease in average sales

price per bottle/can unit. The increase in bottle/can volume was primarily due to an increase in volume in all product categories. The decrease in average sales price per bottle/can unit was primarily due to decreased sales prices in all product categories and a change in product mix primarily due to increased sales of future consumption 12-ounce cans which have a lower sales price per unit compared to immediate consumption products. The increases in sales of the Company's own brand portfolio were primarily due to CCE's distribution of the Company's Tum-E Yummies products beginning in the first quarter of 2010.

Gross margin dollars increased 10.0% in Q3 2010 compared to Q3 2009. The Company's gross margin percentage increased to 43.8% for Q3 2010 from 42.0% for Q3 2009. The increase in gross margin percentage was primarily due to higher sales price per bottle/can unit. Gross margin dollars increased 5.0% in YTD 2010 compared to YTD 2009. The Company's gross margin percentage decreased to 42.0% for YTD 2010 from 42.7% in YTD 2009. The decrease in gross margin percentage was primarily due to lower sales prices per bottle/can unit and increased costs due to the Company's aluminum hedging program.

S,D&A expenses increased 6.4% in Q3 2010 from Q3 2009 and increased 5.2% in YTD 2010 compared to YTD 2009. The increase in S,D&A expenses in Q3 2010 from Q3 2009 was primarily attributable to an increase in employee costs related to an auto allowance program, an increase in employee salaries (including bonus and incentive expense) and an increase in professional fees due to consulting project support offset partially by a decrease in fuel costs and a decrease in property and casualty insurance expense. The increase in S,D&A expenses in YTD 2010 from YTD 2009 was primarily attributable to an increase in employee costs related to the auto allowance program, an increase in employee salaries (including bonus and incentive expense), an increase in professional fees and an increase in fuel costs offset partially by a decrease in bad debt expense, a decrease in depreciation expense, a decrease in employee benefit costs and a decrease in property and casualty insurance expense.

Net interest expense was unchanged in Q3 2010 compared to Q3 2009 and decreased 5.7% in YTD 2010 compared to YTD 2009. The decrease in YTD 2010 compared to YTD 2009 was due to lower debt borrowing levels. The Company's overall weighted average interest rate increased to 5.9% during YTD 2010 from 5.7% during YTD 2009.

Net debt and capital lease obligations were summarized as follows:

In Thousands	Oct. 3, 2010	Jan. 3, 2010	Sept. 27, 2009
Debt	$523,025	$537,917	$552,882
Capital lease obligations	60,247	63,107	64,006
Total debt and capital lease obligations	583,272	601,024	616,888
Less: Cash and cash equivalents	33,924	22,270	29,574
Total net debt and capital lease obligations (1)	$ 549,348	$578,754	$ 587,314

(1) The non-GAAP measure "Total net debt and capital lease obligations" is used to provide investors with additional information which management believes is helpful in the evaluation of the Company's capital structure and financial leverage.

Discussion of Critical Accounting Policies, Estimates and New Accounting Pronouncements

Critical Accounting Policies

In the ordinary course of business, the Company has made a number of estimates and assumptions relating to the reporting of results of operations and financial position in the preparation of its consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ significantly from those estimates under different assumptions and conditions. The Company included in its Annual Report on Form 10-K for the year ended January 3, 2010 a discussion of the Company's most critical accounting policies, which are those most important to the portrayal of the Company's financial condition and results of operations and require management's most difficult, subjective and complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain.

The Company did not make changes in any critical accounting policies during YTD 2010. Any changes in critical accounting policies and estimates are discussed with the Audit Committee of the Board of Directors of the Company during the quarter in which a change is made.

New Accounting Pronouncements

Recently Adopted Pronouncements

In June 2009, the Financial Accounting Standards Board ("FASB") issued new guidance which replaced the quantitative-based risks and rewards calculation for determining which enterprise, if any, has a controlling financial interest in a variable interest entity ("VIE") with an approach focused on identifying which enterprise has the power to direct the activities of the VIE that most significantly impacts the entity's economic performance and the obligation to absorb losses or the right to receive benefits from the entity. The new guidance was effective for annual reporting periods that begin after November 15, 2009. The Company's adoption of this new guidance did not have a material impact on the Company's consolidated financial statements.

In June 2009, the FASB issued new guidance which eliminates the exceptions for qualifying special-purpose entities from consolidation guidance and the exception that permitted sale accounting for certain mortgage securitization when a transferor has not surrendered control over the transferred financial assets. The new guidance was effective for annual reporting periods that begin after November 15, 2009. The Company's adoption of this new guidance did not have a material impact on the Company's consolidated financial statements.

In January 2010, the FASB issued new guidance that clarifies the decrease-in-ownership of subsidiaries provisions of generally accepted accounting principles (GAAP). The new guidance clarifies to which subsidiaries the decrease-in-ownership provision of Accounting Standards Codification 810-10 apply. The new guidance was effective for the Company in the first quarter of 2010. The Company's adoption of this new guidance did not have a material impact on the Company's consolidated financial statements.

In January 2010, the FASB issued new guidance related to the disclosures about transfers into and out of Levels 1 and 2 fair value classifications and separate disclosures about purchases, sales, issuances and settlements relating to the Level 3 fair value classification. The new guidance also clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure the fair value. The new guidance was effective for the Company in the first quarter of 2010 except for the requirement to provide the Level 3 activity of purchases, sales, issuances and settlements on a gross basis, which is effective for the Company in the first quarter of 2011. The Company's adoption of this new

guidance did not have a material impact on the Company's consolidated financial statements. The Company also does not expect the Level 3 requirements of the new guidance effective in the first quarter of 2011 to have a material impact on the Company's consolidated financial statements.

Results of Operations

Q3 2010 Compared to Q3 2009 and YTD 2010 Compared to YTD 2009

Net Sales

Net sales increased $20.8 million, or 5.6%, to $395.4 million in Q3 2010 compared to $374.6 million in Q3 2009. Net sales increased $71.7 million, or 6.6% to $1,160.2 million in YTD 2010 compared to $1,088.6 million in YTD 2009.

The increase in net sales for Q3 2010 compared to Q3 2009 was the result of the following:

Q3 2010 (In Millions)	Attributable to:
$ 6.8	2.1% increase in bottle/can sales price per unit primarily due to higher per unit prices in sparkling beverages except energy products and a change in product mix primarily due to a lower percentage of future consumption 12-ounce can sales which have a lower sales price per unit than immediate consumption products partially offset by lower per unit prices for still beverages
4.4	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
3.6	1.2% increase in bottle/can volume primarily due to a volume increase in still beverages and energy products partially offset by a volume decrease in sparkling beverages excluding energy products
3.0	8.9% increase in sales price per unit for sales to other Coca-Cola bottlers
1.8	5.6% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
1.2	Other
$ 20.8	Total increase in net sales

The increase in net sales for YTD 2010 compared to YTD 2009 was the result of the following:

YTD 2010 (In Millions)	Attributable to:
$ 61.9	6.8% increase in bottle/can volume primarily due to a volume increase in all beverages
(17.7)	1.8% decrease in bottle/can sales price per unit primarily due to lower per unit prices in all product categories and a change in product mix primarily due to a higher percentage of future consumption 12-ounce can sales which have a lower sales price per unit than immediate consumption products
15.2	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
4.5	4.6% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
4.3	4.2% increase in sales price per unit for sales to other Coca-Cola bottlers
3.5	Other
$ 71.7	Total increase in net sales

Bottle/can volume in Q3 2010 was negatively impacted by the second quarter of 2010 including the July 4 th holiday weekend while the second quarter of 2009 ended on June 28, 2009.

In YTD 2010, the Company's bottle/can sales to retail customers accounted for 82% of the Company's total net sales compared to 84% in YTD 2009. Bottle/can net pricing is based on the invoice price charged to customers reduced by promotional allowances. Bottle/can net pricing per unit is impacted by the price charged per package, the volume generated in each package and the channels in which those packages are sold. The increase in the Company's bottle/can net pricing per unit in Q3 2010 compared to Q3 2009 was primarily due to sales price increases in sparkling beverages except energy products and a change in product mix primarily due to decreased sales of future consumption 12-ounce cans which have a lower sales price per unit compared to immediate consumption prices partially offset by lower sales price per unit for still beverages. The decrease in the Company's bottle/can net pricing per unit in YTD 2010 compared to YTD 2009 was primarily due to sales price decreases in all product categories and a change in product mix primarily due to increased sales of future consumption 12-ounce cans which have a lower sales price per unit compared to immediate consumption products.

The increase in sales of the Company's own brand portfolio in Q3 2010 and YTD 2010 compared to Q3 2009 and YTD 2009 was primarily due to CCE beginning distribution of Tum-E Yummies in the first quarter of 2010.

Product category sales volume in Q3 2010 and Q3 2009 and YTD 2010 and YTD 2009 as a percentage of total bottle/can sales volume and the percentage change by product category was as follows:

Product Category	Bottle/Can Sales Volume Q3 2010	Bottle/Can Sales Volume Q3 2009	Bottle/Can Sales Volume % Increase (Decrease)
Sparkling beverages (including energy products)	81.7%	85.0%	(2.8)
Still beverages	18.3%	15.0%	23.6
Total bottle/can sales volume	100.0%	100.0%	1.2

Product Category	Bottle/Can Sales Volume YTD 2010	Bottle/Can Sales Volume YTD 2009	Bottle/Can Sales Volume % Increase
Sparkling beverages (including energy products)	84.2%	85.5%	5.2
Still beverages	15.8%	14.5%	15.9
Total bottle/can sales volume	100.0%	100.0%	6.8

The Company's products are sold and distributed through various channels. These channels include selling directly to retail stores and other outlets such as food markets, institutional accounts and vending machine outlets. During both YTD 2010 and YTD 2009, approximately 69% of the Company's bottle/can volume was sold for future consumption, while the remaining bottle/can volume of approximately 31% was sold for immediate consumption. The Company's largest customer, Wal-Mart Stores, Inc., accounted for approximately 25% of the Company's total bottle/can volume during YTD 2010. Wal-Mart Stores, Inc. accounted for approximately 19% of the Company's total bottle/can volume during YTD 2009. The Company's second largest customer, Food Lion, LLC, accounted for approximately 10% of the Company's total bottle/can volume during YTD 2010. Food Lion, LLC accounted for approximately 11% of the Company's total bottle/can volume during YTD 2009. All of the Company's beverage sales are to customers in the United States.

The Company recorded delivery fees in net sales of $5.7 million and $5.9 million in YTD 2010 and YTD 2009, respectively. These fees are used to offset a portion of the Company's delivery and handling costs.

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Cost of Sales

Cost of sales includes the following: raw material costs, manufacturing labor, manufacturing overhead including depreciation expense, manufacturing warehousing costs and shipping and handling costs related to the movement of finished goods from manufacturing locations to sales distribution centers.

Cost of sales increased 2.3%, or $5.0 million, to $222.2 million in Q3 2010 compared to $217.2 million in Q3 2009. Cost of sales increased 7.8%, or $48.4 million, to $672.4 million in YTD 2010 compared to $624.0 million in YTD 2009.

The increase in cost of sales for Q3 2010 compared to Q3 2009 was principally attributable to the following:

Q3 2010 (In Millions)	Attributable to:
$ (2.9)	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
2.3	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
2.2	1.2% increase in bottle/can volume primarily due to a volume increase in still beverages and energy products partially offset by a volume decrease in sparkling beverages excluding energy products
1.7	5.6% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
(1.7)	Decrease in cost due to the Company's aluminum hedging program
0.5	Decrease in marketing funding support received primarily from The Coca-Cola Company
(0.1)	Gain on the replacement of flood damaged production equipment
3.0	Other
$ 5.0	Total increase in cost of sales

The increase in cost of sales for YTD 2010 compared to YTD 2009 was principally attributable to the following:

YTD 2010 (In Millions)	Attributable to:
$ 36.4	6.8% increase in bottle/can volume primarily due to a volume increase in all beverages
(16.1)	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
9.9	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
7.9	Increase in cost due to the Company's aluminum hedging program
4.4	4.6% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
(0.9)	Gain on the replacement of flood damaged production equipment
0.8	Decrease in marketing funding support received primarily from The Coca-Cola Company
6.0	Other
$ 48.4	Total increase in cost of sales

The Company relies extensively on advertising and sales promotion in the marketing of its products. The Coca-Cola Company and other beverage companies that supply concentrates, syrups and finished products to the Company make substantial marketing and advertising expenditures to promote sales in the local territories served by the Company. The Company also benefits from national advertising programs conducted by The Coca-Cola Company and other beverage companies. Certain of the marketing expenditures by The Coca-Cola Company and other beverage companies are made pursuant to annual arrangements. Although The Coca-Cola Company has advised the Company that it intends to continue to provide marketing funding support, it is not obligated to do so under the Company's Beverage Agreements. Significant decreases in

marketing funding support from The Coca-Cola Company or other beverage companies could adversely impact operating results of the Company in the future.

The Company's production facility located in Nashville, Tennessee was damaged by a flood in May 2010. The Company recorded a gain of $.9 million from the replacement of production equipment damaged by the flood in YTD 2010. The gain was based on replacement value insurance coverage that exceeded the net book value of the damaged production equipment.

Total marketing funding support from The Coca-Cola Company and other beverage companies, which includes direct payments to the Company and payments to customers for marketing programs, was $13.8 million for Q3 2010 compared to $14.3 million for Q3 2009. Total marketing funding support from The Coca-Cola Company and other beverage companies, which includes direct payments to the Company and payments to customers for marketing programs, was $40.3 million for YTD 2010 compared to $41.1 million for YTD 2009.

Gross Margin

Gross margin dollars increased 10.0%, or $15.8 million, to $173.1 million in Q3 2010 compared to $157.3 million in Q3 2009. Gross margin as a percentage of net sales increased to 43.8% for Q3 2010 from 42.0% for Q3 2009. Gross margin dollars increased 5.0% or $23.3 million, to $487.8 million in YTD 2010 compared to $464.6 million in YTD 2009. Gross margin as a percentage of net sales decreased to 42.0% for YTD 2010 from 42.7% in YTD 2009.

The increase in gross margin dollars for Q3 2010 compared to Q3 2009 was primarily the result of the following:

Q3 2010 (In Millions)	Attributable to:
$ 6.8	2.1% increase in bottle/can sales price per unit primarily due to higher per unit prices in sparkling beverages except energy products and a change in product mix primarily due to a lower percentage of future consumption 12-ounce can sales which have a lower sales price per unit than immediate consumption products partially offset by lower per unit prices for still beverages
3.0	8.9% increase in sales price per unit for sales to other Coca-Cola bottlers
2.9	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
2.1	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
1.7	Decrease in cost due to the Company's aluminum hedging program
1.4	1.2% increase in bottle/can volume primarily due to a volume increase in still beverages and energy products partially offset by a volume decrease in sparkling beverages excluding energy products
(0.5)	Decrease in marketing funding support received primarily from The Coca-Cola Company
0.1	5.6% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
0.1	Gain on the replacement of flood damaged production equipment
(1.8)	Other
$ 15.8	Total increase in gross margin

The increase in gross margin dollars for YTD 2010 compared to YTD 2009 was primarily the result of the following:

YTD 2010 (In Millions)	Attributable to:
$ 25.5	6.8% increase in bottle/can volume primarily due to a volume increase in all beverages
(17.7)	1.8% decrease in bottle/can sales price per unit primarily due to lower per unit prices in all product categories and a change in product mix primarily due to a higher percentage of future consumption 12-ounce can sales which have a lower sales price per unit than immediate consumption products
16.1	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
(7.9)	Increase in cost due to the Company's aluminum hedging program
5.3	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
4.3	4.2% increase in sales price per unit for sales to other Coca-Cola bottlers
0.9	Gain on the replacement of flood damaged production equipment
(0.8)	Decrease in marketing funding support received primarily from The Coca-Cola Company
0.1	4.6% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
(2.5)	Other
$ 23.3	Total increase in gross margin

The increase in gross margin percentage in Q3 2010 compared to Q3 2009 was primarily due to higher sales prices per bottle/can unit. The decrease in gross margin percentage in YTD 2010 compared to YTD 2009 was primarily due to lower sales price per bottle/can unit and increased costs due to the Company's aluminum hedging program.

The Company's gross margins may not be comparable to other companies, since some entities include all costs related to their distribution network in cost of sales. The Company includes a portion of these costs in S,D&A expenses.

S,D&A Expenses

S,D&A expenses include the following: sales management labor costs, distribution costs from sales distribution centers to customer locations, sales distribution center warehouse costs, depreciation expense related to sales centers, delivery vehicles and cold drink equipment, point-of-sale expenses, advertising expenses, cold drink equipment repair costs, amortization of intangibles and administrative support labor and operating costs such as treasury, legal, information services, accounting, internal control services, human resources and executive management costs.

S,D&A expenses increased by $8.4 million, or 6.4%, to $139.5 million in Q3 2010 from $131.0 million in Q3 2009. S,D&A expenses as a percentage of net sales increased from 35.0% in Q3 2009 to 35.3% in Q3 2010. S,D&A expenses increased by $20.2 million, or 5.2%, to $406.7 million in YTD 2010 from $386.5 million in YTD 2009. S,D&A expenses as a percentage of net sales decreased from 35.5% in YTD 2009 to 35.1% in YTD 2010.

The increase in S,D&A expenses for Q3 2010 compared to Q3 2009 was primarily due to the following:

Q3 2010 (In Millions)	Attributable to:
$ 2.7	Increase in employee salaries including bonus and incentive expense
2.1	Increase in professional fees primarily due to consulting project support
1.7	Payments to employees participating in the Company's auto allowance program (program implemented in phases beginning in the second quarter of 2009)
0.9	Increase in marketing expenses
(0.7)	Decrease in property and casualty insurance expense
(0.5)	Decrease fuel costs primarily due to mark-to-market adjustment on fuel hedging ($.5 million loss in Q3 2009 as compared to $.1 million gain in Q3 2010)
2.2	Other
$ 8.4	Total increase in S,D&A expenses

The increase in S,D&A expenses for YTD 2010 compared to YTD 2009 was primarily due to the following:

YTD 2010 (In Millions)	Attributable to:
$ 7.0	Payments to employees participating in the Company's auto allowance program (program implemented in phases beginning in the second quarter of 2009)
7.0	Increase in employee salaries including bonus and incentive expense
4.0	Increase in fuel costs primarily due to the mark-to-market adjustment on fuel hedging ($2.9 million gain in YTD 2009 as compared to $1.3 million loss in YTD 2010)
3.6	Increase in professional fees primarily due to consulting project support
1.2	Increase in marketing expenses
(2.4)	Decrease in bad debt expense due to improvement in customer trade receivable portfolio performance
(2.4)	Decrease in employee benefit costs primarily due to decreased pension expense
(2.3)	Decrease in property and casualty insurance expense
(1.9)	Decrease in depreciation expense primarily due to new auto allowance program
6.4	Other
$ 20.2	Total increase in S,D&A expenses

Shipping and handling costs related to the movement of finished goods from manufacturing locations to sales distribution centers are included in cost of sales. Shipping and handling costs related to the movement of finished goods from sales distribution centers to customer locations are included in S,D&A expenses and totaled $140.3 million and $138.7 million in YTD 2010 and YTD 2009, respectively.

The net impact of the Company's fuel hedging program was to increase fuel costs by $1.5 million in YTD 2010 and decrease fuel costs by $2.0 million in YTD 2009.

Primarily due to the performance of the Company's pension plan investments during 2009, the Company's expense recorded in S,D&A expenses related to the two Company-sponsored pension plans decreased by $1.2 million from $2.5 million in Q3 2009 to $1.3 million in Q3 2010 and by $3.5 million from $7.4 million in YTD 2009 to $3.9 million in YTD 2010.

The Company suspended matching contributions to its 401(k) Savings Plan effective April 1, 2009. The Company maintained the option to match its employees' 401(k) Savings Plan contributions based on the financial results for 2009. The Company subsequently decided to match the first 5% of its employees' contributions (consistent with the first quarter of 2009 matching contribution percentage) for the entire year of 2009. The Company will match the first 3% of its employees' contributions for 2010. The Company

maintains the option to increase the matching contributions an additional 2%, for a total of 5%, for the Company's employees based on the financial results for 2010. Based on the financial results of the first quarter of 2010, the Company decided to increase the matching contributions an additional 2% for that quarter, which was approved and paid in the second quarter of 2010. Based on the financial results of the second quarter of 2010, the Company decided to increase the matching contributions an additional 2% for that quarter, which was approved and paid in Q3 2010. The total costs for this benefit recorded in S,D&A expenses for YTD 2010 and YTD 2009 was $6.0 million and $5.9 million, respectively.

On March 23, 2010, the Patient Protection and Affordable Care Act ("PPACA") was signed into law. On March 30, 2010, a companion bill, the Health Care and Education Reconciliation Act of 2010 ("Reconciliation Act"), was also signed into law. The PPACA and the Reconciliation Act, when taken together, represent comprehensive healthcare reform legislation that will likely affect the cost associated with providing employer-sponsored medical plans. At this point, the Company is in the process of determining the impact this legislation will have on the Company's employer-sponsored medical plans.

Interest Expense

Net interest expense was unchanged in Q3 2010 compared to Q3 2009 and decreased 5.7%, or $1.6 million, in YTD 2010 compared to YTD 2009. The decrease in interest expense in YTD 2010 compared to YTD 2009 was due to lower debt borrowing levels. The Company's overall weighted average interest rate increased to 5.9% during YTD 2010 from 5.7% during YTD 2009. See the "Liquidity and Capital Resources — Hedging Activities — Interest Rate Hedging" section of M,D&A for additional information.

Income Taxes

The Company's effective tax rate, as calculated by dividing income tax expense by income before income taxes, for YTD 2010 and YTD 2009 was 34.6% and 23.8%, respectively. The Company's effective tax rate, as calculated by dividing income tax expense by the difference of income before income taxes minus net income attributable to the noncontrolling interest, for YTD 2010 and YTD 2009 was 37.0% and 24.8%, respectively. The increase in the effective tax rate for YTD 2010 resulted primarily from lower reductions in the reserve for uncertain tax positions in 2010 as compared to 2009 and the elimination of the tax deduction associated with Medicare Part D subsidy as required by the PPACA enacted on March 23, 2010 and the Reconciliation Act enacted on March 30, 2010. During YTD 2010, the Company recorded tax expense totaling $.5 million related to changes made to the tax deductibility of Medicare Part D subsidies.

In the first quarter of 2009, the Company reached an agreement with a taxing authority to settle prior tax positions for which the Company had previously provided reserves due to uncertainty of resolution. As a result, the Company reduced the liability for uncertain tax positions by $1.7 million. The net effect of the adjustment was a decrease to income tax expense in YTD 2009 of approximately $1.7 million. In Q3 2009, the Company reduced its liability for uncertain tax positions by $5.4 million. The net effect of the adjustment was a decrease to income tax expense of approximately $5.4 million. The reduction of the liability for uncertain tax positions was due mainly to the lapse of applicable statute of limitations. In Q3 2010, the Company reduced its liability for uncertain tax positions by $1.7 million. The net effect of the adjustment was a decrease to income tax expense of approximately $1.7 million. The reduction of the liability for uncertain tax positions was due mainly to the lapse of the applicable statute of limitations. See Note 15 to the consolidated financial statements for additional information. The Company's income tax rate for the remainder of 2010 is dependent upon the results of operations and may change if the results in 2010 are different from current expectations.

Noncontrolling Interest

The Company recorded net income attributable to the noncontrolling interest of $3.5 million in YTD 2010 compared to $2.0 million in YTD 2009 related to the portion of Piedmont owned by The Coca-Cola Company. The increased amount in YTD 2010 was due to higher income at Piedmont.

Financial Condition

Total assets of $1.3 billion at October 3, 2010 increased from January 3, 2010 primarily due to increases in cash and cash equivalents and accounts receivable offset by a decrease in property, plant and equipment, net. Property, plant and equipment, net decreased primarily due to the reduction of transportation equipment that resulted from the implementation of a new auto allowance program during fiscal year 2009.

Net working capital, defined as current assets less current liabilities, increased by $32.1 million to $100.3 million at October 3, 2010 from January 3, 2010 and increased by $26.7 million at October 3, 2010 from September 27, 2009.

Significant changes in net working capital from January 3, 2010 were as follows:

- An increase in cash and cash equivalents of $12.7 million primarily due to cash flow from operations.
- An increase in accounts receivable, trade of $22.8 million primarily due to increased sales.
- An increase in inventories of $3.6 million due primarily to normal seasonal increase.
- An increase in accounts receivable from and an increase in accounts payable to The Coca-Cola Company of $16.1 million and $15.5 million, respectively, primarily due to the timing of payments.
- An increase in accrued interest payable of $4.5 million due to the timing of payments.

Significant changes in net working capital from September 27, 2009 were as follows:

- An increase in cash and cash equivalents of $5.4 million primarily due to cash flow from operations.
- An increase in accounts receivable, trade of $19.3 million primarily due to increased sales.
- A decrease in inventories of $5.1 million due primarily to the decreased demand for future consumption products during Q3 2010.
- An increase in accounts receivable from and a decrease in accounts payable to The Coca-Cola Company of $2.7 million and $.2 million, respectively, primarily due to the timing of payments.
- An increase in accounts payable, trade of $5.8 million primarily due to the timing of payments.
- An increase in prepaid expenses and other current assets of $6.4 million primarily due to hedging activities.

Debt and capital lease obligations were $583.3 million as of October 3, 2010 compared to $601.0 million as of January 3, 2010 and $616.9 million as of September 27, 2009. Debt and capital lease obligations as of October 3, 2010 included $60.2 million of capital lease obligations related primarily to Company facilities.

Liquidity and Capital Resources

Capital Resources

The Company's sources of capital include cash flows from operations, available credit facilities and the issuance of debt and equity securities. Management believes the Company has sufficient resources available to finance its business plan, meet its working capital requirements and maintain an appropriate level of capital spending. The amount and frequency of future dividends will be determined by the Company's Board of Directors in light of the earnings and financial condition of the Company at such time, and no assurance can be given that dividends will be declared in the future.

As of October 3, 2010, the Company had all $200 million available under the $200 million revolving credit facility ("$200 million facility") to meet its cash requirements. The $200 million facility contains two financial covenants: a fixed charges coverage ratio and a debt to operating cash flow ratio, each as defined in the credit agreement. The fixed charges coverage ratio requires the Company to maintain a consolidated cash flow to fixed charges ratio of 1.5 to 1 or higher. The operating cash flow ratio requires the Company to maintain a debt to cash flow ratio of 6.0 to 1 or lower. The Company is currently in compliance with these covenants and has been throughout 2010.

In April 2009, the Company issued $110 million of unsecured 7% Senior Notes due 2019.

The Company had debt maturities of $119.3 million in May 2009 and $57.4 million in July 2009. On May 1, 2009, the Company used the proceeds from the $110 million 7% Senior Notes due 2019 plus cash on hand to repay the debt maturity of $119.3 million. The Company used cash flow generated from operations and $55.0 million in borrowings under its $200 million facility to repay the $57.4 million debt maturity on July 1, 2009. The Company currently believes that all of the banks participating in the Company's $200 million facility have the ability to and will meet any funding requests from the Company.

The Company has obtained the majority of its long-term financing, other than capital leases, from public markets. As of October 3, 2010, $523.0 million of the Company's total outstanding balance of debt and capital lease obligations of $583.3 million was financed through publicly offered debt. The Company had capital lease obligations of $60.2 million as of October 3, 2010. There were no amounts outstanding on either the $200 million facility or on the uncommitted line of credit as of October 3, 2010.

Cash Sources and Uses

The primary sources of cash for the Company have been cash provided by operating activities, investing activities and financing activities. The primary uses of cash have been for capital expenditures, the payment of debt and capital lease obligations, dividend payments, income tax payments and pension payments.

A summary of activity for YTD 2010 and YTD 2009 follows:

In Millions	First Nine Months 2010	First Nine Months 2009
Cash Sources		
Cash provided by operating activities (excluding income tax and pension payments)	$86.9	$ 82.2
Proceeds from reduction of restricted cash	1.0	—
Proceeds from lines of credit, net	—	30.0
Proceeds from issuance of debt	—	108.1
Proceeds from the sale of property, plant and equipment	1.4	4.9
Total cash sources	$ 89.3	$225.2
Cash Uses		
Capital expenditures	$ 29.0	$ 29.8
Payment of debt and capital lease obligations	17.9	179.1
Investment in restricted cash	—	4.5
Debt issuance costs	—	1.0
Dividends	6.9	6.9
Income tax payments	14.1	13.8
Pension payments	8.7	10.1
Other	—	.3
Total cash uses	$76.6	$245.5
Increase (decrease) in cash	$ 12.7	$ (20.3)

Investing Activities

Additions to property, plant and equipment during YTD 2010 were $31.7 million of which $1.2 million were accrued in accounts payable, trade as unpaid including $.2 million related to the Nashville flood damage and $1.5 million was a trade-in allowance on manufacturing equipment. This compared to $29.8 million in total additions to property, plant and equipment during YTD 2009. Capital expenditures during YTD 2010 were funded with cash flows from operations. The Company anticipates total additions to property, plant and equipment in fiscal year 2010 will be in the range of $55 million to $60 million. Additions to property, plant and equipment during 2009 were $55.0 million of which $11.6 million were accrued in accounts payable, trade as unpaid. Leasing is used for certain capital additions when considered cost effective relative to other sources of capital. The Company currently leases its corporate headquarters, two production facilities and several sales distribution facilities and administrative facilities.

Financing Activities

On March 8, 2007, the Company entered into the $200 million facility replacing its $100 million revolving credit facility. The $200 million facility matures in March 2012 and includes an option to extend the term for an additional year at the discretion of the participating banks. The $200 million facility bears interest at a floating base rate or a floating rate of LIBOR plus an interest rate spread of .35%, dependent on the length of the term of the interest period. In addition, the Company must pay an annual facility fee of .10% of the lenders' aggregate commitments under the facility. Both the interest rate spread and the facility fee are determined from a commonly-used pricing grid based on the Company's long-term senior unsecured debt rating. The $200 million facility contains two financial covenants: a fixed charges coverage ratio and a debt to operating cash flow ratio, each as defined in the credit agreement. The fixed charges coverage ratio requires the Company to maintain a consolidated cash flow to fixed charges ratio of 1.5 to 1 or higher. The operating cash flow ratio requires the

Company to maintain a debt to operating cash flow ratio of 6.0 to 1 or lower. The Company is currently in compliance with these covenants. These covenants do not currently, and the Company does not anticipate they will, restrict its liquidity or capital resources. On July 1, 2009, the Company borrowed $55 million under the $200 million facility and used the proceeds, along with $2.4 million of cash on hand, to repay at maturity the Company's $57.4 million outstanding 7.2% Debentures due 2009. On October 3, 2010, the Company had no outstanding borrowings on the $200 million facility. On January 3, 2010 and September 27, 2009, the Company had $15.0 million and $30.0 million outstanding under the $200 million facility, respectively.

In April 2009, the Company issued $110 million of 7% Senior Notes due 2019. The proceeds plus cash on hand were used on May 1, 2009 to repay at maturity the $119.3 million outstanding 6.375% Debentures due 2009.

On February 10, 2010, the Company entered into an agreement for an uncommitted line of credit. Under this agreement, the Company may borrow up to a total of $20 million for periods of 7 days, 30 days, 60 days or 90 days. On October 3, 2010, the Company had no amount outstanding under the uncommitted line of credit.

All of the outstanding debt has been issued by the Company with none having been issued by any of the Company's subsidiaries. There are no guarantees of the Company's debt. The Company or its subsidiaries have entered into four capital leases.

At October 3, 2010, the Company's credit ratings were as follows:

	Long-Term Debt
Standard & Poor's	BBB
Moody's	Baa2

The Company's credit ratings are reviewed periodically by the respective rating agencies. Changes in the Company's operating results or financial position could result in changes in the Company's credit ratings. Lower credit ratings could result in higher borrowing costs for the Company or reduced access to capital markets, which could have a material impact on the Company's financial position or results of operations. There were no changes in these credit ratings from the prior year and the credit ratings are currently stable.

The Company's public debt is not subject to financial covenants but does limit the incurrence of certain liens and encumbrances as well as indebtedness by the Company's subsidiaries in excess of certain amounts.

Off-Balance Sheet Arrangements

The Company is a member of two manufacturing cooperatives and has guaranteed $35.7 million of debt and related lease obligations for these entities as of October 3, 2010. In addition, the Company has an equity ownership in each of the entities. The members of both cooperatives consist solely of Coca-Cola bottlers. The Company does not anticipate either of these cooperatives will fail to fulfill their commitments. The Company further believes each of these cooperatives has sufficient assets, including production equipment, facilities and working capital, and the ability to adjust selling prices of their products to adequately mitigate the risk of material loss from the Company's guarantees. As of October 3, 2010, the Company's maximum exposure, if the entities borrowed up to their borrowing capacity, would have been $71.7 million including the Company's equity interests. See Note 14 and Note 19 to the consolidated financial statements for additional information about these entities.

Aggregate Contractual Obligations

The following table summarizes the Company's contractual obligations and commercial commitments as of October 3, 2010:

	Payments Due by Period				
In Thousands	Total	Oct. 2010-Sept. 2011	Oct. 2011-Sept. 2013	Oct. 2013-Sept. 2015	After Sept. 2015
Contractual obligations:					
Total debt, net of interest	$ 523,025	$ —	$ 150,000	$ 100,000	$ 273,025
Capital lease obligations, net of interest	60,247	3,861	8,358	9,875	38,153
Estimated interest on long-term debt and capital lease obligations (1)	179,869	32,959	58,354	46,167	42,389
Purchase obligations (2)	326,865	89,145	178,290	59,430	—
Other long-term liabilities (3)	111,251	9,938	17,842	12,763	70,708
Operating leases	18,596	3,810	4,624	3,131	7,031
Long-term contractual arrangements (4)	18,706	6,531	9,686	2,294	195
Postretirement obligations	45,449	2,898	5,445	5,871	31,235
Purchase orders (5)	35,774	35,774	—	—	—
Total contractual obligations	$1,319,782	$184,916	$432,599	$239,531	$462,736

(1) Includes interest payments based on contractual terms and current interest rates for variable rate debt.

(2) Represents an estimate of the Company's obligation to purchase 17.5 million cases of finished product on an annual basis through May 2014 from South Atlantic Canners, a manufacturing cooperative.

(3) Includes obligations under executive benefit plans, the liability to exit from a multi-employer pension plan and other long-term liabilities.

(4) Includes contractual arrangements with certain prestige properties, athletics venues and other locations, and other long-term marketing commitments.

(5) Purchase orders include commitments in which a written purchase order has been issued to a vendor, but the goods have not been received or the services have not been performed.

The Company has $4.5 million of uncertain tax positions including accrued interest as of October 3, 2010 (excluded from other long-term liabilities in the table above because the Company is uncertain as to if or when such amounts will be recognized) of which $2.4 million would affect the Company's effective tax rate if recognized. While it is expected that the amount of uncertain tax positions may change in the next 12 months, the Company does not expect the change to have a significant impact on the consolidated financial statements. See Note 15 to the consolidated financial statements for additional information.

The Company is a member of Southeastern Container, a plastic bottle manufacturing cooperative, from which the Company is obligated to purchase at least 80% of its requirements of plastic bottles for certain designated territories. This obligation is not included in the Company's table of contractual obligations and commercial commitments since there are no minimum purchase requirements.

As of October 3, 2010, the Company has $23.1 million of standby letters of credit, primarily related to its property and casualty insurance programs. See Note 14 to the consolidated financial statements for additional information related to commercial commitments, guarantees, legal and tax matters.

The Company has made contributions to the Company-sponsored pension plans of $8.7 million in YTD 2010. The Company made additional payments of $.9 million subsequent to the end of Q3 2010. These

contributions represent all required contributions for 2010. The Company continues to monitor and review the funding position of the Company-sponsored pension plans and may make additional contributions during 2010. Postretirement medical care payments are expected to be approximately $2.5 million in 2010. See Note 18 to the consolidated financial statements for additional information related to pension and postretirement obligations.

Hedging Activities

Interest Rate Hedging

The Company periodically uses interest rate hedging products to mitigate risk from interest rate fluctuations. The Company has historically altered its fixed/floating rate mix based upon anticipated cash flows from operations relative to the Company's debt level and the potential impact of changes in interest rates on the Company's overall financial condition. Sensitivity analyses are performed to review the impact on the Company's financial position and coverage of various interest rate movements. The Company does not use derivative financial instruments for trading purposes nor does it use leveraged financial instruments.

The Company has not had any interest rate swap agreements outstanding since September 2008.

Interest expense was reduced due to the amortization of deferred gains on previously terminated interest rate swap agreements and forward interest rate agreements by $.9 million and $1.8 million during YTD 2010 and in YTD 2009, respectively.

The weighted average interest rate of the Company's debt and capital lease obligations was 5.8% as of October 3, 2010 compared to 5.6% as of January 3, 2010, and 5.5% as of September 27, 2009. The Company's overall weighted average interest rate on its debt and capital lease obligations increased to 5.9% in YTD 2010 from 5.7% in YTD 2009. Approximately 4.8% of the Company's debt and capital lease obligations of $583.3 million as of October 3, 2010 was maintained on a floating rate basis and was subject to changes in short-term interest rates.

Fuel Hedging

The Company used derivative instruments to hedge substantially all of the projected diesel fuel purchases for 2010 and 2009. These derivative instruments relate to diesel fuel used by the Company's delivery fleet. The Company pays a fee for these instruments which is amortized over the corresponding period of the instrument. The Company accounts for its fuel hedges on a mark-to-market basis with any expense or income being reflected as an adjustment of fuel costs.

The Company uses several different financial institutions for commodity derivative instruments to minimize the concentration of credit risk. The Company has master agreements with the counterparties to its derivative financial agreements that provide for net settlement of derivative transactions.

In October 2008, the Company entered into derivative contracts to hedge substantially all of its projected diesel fuel purchases for 2009 establishing an upper and lower limit on the Company's price of diesel fuel.

In February 2009, the Company entered into derivative contracts to hedge substantially all of its projected diesel purchases for 2010 establishing an upper limit on the Company's price of diesel fuel.

The net impact of the Company's fuel hedging program was to increase fuel costs by $1.5 million in YTD 2010 and decrease fuel costs by $2.0 million in YTD 2009.

Aluminum Hedging

At the end of the first quarter of 2009, the Company began using derivative instruments to hedge approximately 75% of the projected 2010 aluminum purchase requirements. The Company pays a fee for these instruments which is amortized over the corresponding period of the instruments. The Company accounts for its aluminum hedges on a mark-to-market basis with any expense or income being reflected as an adjustment to cost of sales.

During the second quarter of 2009, the Company entered into derivative contracts to hedge approximately 75% of the projected 2011 aluminum purchase requirements.

The net impact of the Company's aluminum hedging program was to increase cost of sales by $2.6 million in YTD 2010 and decrease cost of sales by $5.3 million in YTD 2009.

Cautionary Information Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q, as well as information included in future filings by the Company with the Securities and Exchange Commission and information contained in written material, press releases and oral statements issued by or on behalf of the Company, contains, or may contain, forward-looking management comments and other statements that reflect management's current outlook for future periods. These statements include, among others, statements relating to:

- the Company's belief that the covenants on its $200 million facility will not restrict its liquidity or capital resources;
- the Company's belief that other parties to certain contractual arrangements will perform their obligations;
- potential marketing funding support from The Coca-Cola Company and other beverage companies;
- the Company's belief that disposition of certain claims and legal proceedings will not have a material adverse effect on its financial condition, cash flows or results of operations and that no material amount of loss in excess of recorded amounts is reasonably possible;
- management's belief that the Company has adequately provided for any ultimate amounts that are likely to result from tax audits;
- management's belief that the Company has sufficient resources available to finance its business plan, meet its working capital requirements and maintain an appropriate level of capital spending;
- the Company's belief that the cooperatives whose debt and lease obligations the Company guarantees have sufficient assets and the ability to adjust selling prices of their products to adequately mitigate the risk of material loss and that the cooperatives will perform their obligations under their debt and lease agreements;
- the Company's key priorities which are revenue management, product innovation and beverage portfolio expansion, distribution cost management and productivity;
- the Company's hypothetical calculation of the impact of a 1% increase in interest rates on outstanding floating rate debt and capital lease obligations for the next twelve months as of October 3, 2010;
- the Company's belief that cash contributions in 2010 to its two Company-sponsored pension plans will be approximately $9.6 million;
- the Company's belief that postretirement medical care payments are expected to be approximately $2.5 million in 2010;
- the Company's expectation that additions to property, plant and equipment in 2010 will be in the range of $55 million to $60 million;
- the Company's beliefs and estimates regarding the impact of the adoption of certain new accounting pronouncements;
- the Company's beliefs that the growth prospects of Company-owned or exclusive licensed brands appear promising and the cost of developing, marketing and distributing these brands may be significant;
- the Company's belief that all of the banks participating in the Company's $200 million facility have the ability to and will meet any funding requests from the Company;
- the Company's belief that it is competitive in its territories with respect to the principal methods of competition in the nonalcoholic beverage industry;
- the Company's estimate that a 10% increase in the market price of certain commodities over the current market prices would cumulatively increase costs during the next 12 months by approximately $27 million assuming no change in volume;
- the Company's belief that innovation of new brands and packages will continue to be critical to the Company's overall revenue;

- the Company's expectation that it will not incur any significant expenses related to the Nashville area flood for the remainder of 2010; and
- the Company's expectation that uncertain tax positions may change over the next 12 months as a result of tax audits but will not have a significant impact on the consolidated financial statements.

These statements and expectations are based on currently available competitive, financial and economic data along with the Company's operating plans, and are subject to future events and uncertainties that could cause anticipated events not to occur or actual results to differ materially from historical or anticipated results. Factors that could impact those statements and expectations or adversely affect future periods include, but are not limited to, the factors set forth in Part II, Item 1A. of this Form 10-Q and in Item 1A. Risk Factors of the Company's Annual Report on Form 10-K for the year ended January 3, 2010.

Caution should be taken not to place undue reliance on the Company's forward-looking statements, which reflect the expectations of management of the Company only as of the time such statements are made. Except as required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

The Company is exposed to certain market risks that arise in the ordinary course of business. The Company may enter into derivative financial instrument transactions to manage or reduce market risk. The Company does not enter into derivative financial instrument transactions for trading purposes. A discussion of the Company's primary market risk exposure and interest rate risk is presented below.

Debt and Derivative Financial Instruments

The Company is subject to interest rate risk on its fixed and floating rate debt. The Company periodically uses interest rate hedging products to modify risk from interest rate fluctuations. The Company has historically altered its fixed/floating rate mix based upon anticipated cash flows from operations relative to the Company's overall financial condition. Sensitivity analyses are performed to review the impact on the Company's financial position and coverage of various interest rate movements. The counterparties to these interest rate hedging arrangements were major financial institutions with which the Company also had other financial relationships. The Company did not have any interest rate hedging products as of October 3, 2010. The Company has historically maintained between 40% and 60% of total borrowings at variable interest rates after taking into account all of the interest rate hedging activities. While this has been the target range for the percentage of total borrowings at variable interest rates, the financial position of the Company and market conditions may result in strategies outside of this range at certain points in time. Approximately 4.8% of the Company's debt and capital lease obligations of $583.3 million as of October 3, 2010 was subject to changes in short-term interest rates.

As it relates to the Company's variable rate debt and variable rate leases, assuming no changes in the Company's financial structure, if market interest rates average 1% more over the next twelve months than the interest rates as of October 3, 2010, interest expense for the following twelve months would increase by approximately $.1 million. This amount was determined by calculating the effect of the hypothetical interest rate on the Company's variable rate debt and variable rate leases. This calculated, hypothetical increase in interest expense for the following twelve months may be different from the actual increase in interest expense from a 1% increase in interest rates due to varying interest rate reset dates on the Company's floating rate debt.

Raw Material and Commodity Price Risk

The Company is also subject to commodity price risk arising from price movements for certain other commodities included as part of its raw materials. The Company manages this commodity price risk in some cases by entering into contracts with adjustable prices. The Company has not historically used derivative commodity instruments in the management of this risk. The Company estimates that a 10% increase in the market prices of these commodities over the current market prices would cumulatively increase costs during the next 12 months by approximately $27 million assuming no change in volume.

The Company entered into derivative instruments to hedge essentially all of the projected diesel fuel purchases for 2010 and 2009. These derivative instruments relate to diesel fuel used by the Company's delivery fleet. The Company pays a fee for these instruments which is amortized over the corresponding period of the instrument. The Company currently accounts for its fuel hedges on a mark-to-market basis with any expense or income being reflected as an adjustment of fuel costs.

At the end of the first quarter of 2009, the Company began using derivative instruments to hedge approximately 75% of the projected 2010 aluminum purchase requirements. During the second quarter of 2009, the Company entered into derivative contracts to hedge approximately 75% of the projected 2011 aluminum purchase requirements. The Company pays a fee for these instruments which is amortized over the corresponding period

of the instruments. The Company accounts for its aluminum hedges on a mark-to-market basis with any expense or income being reflected as an adjustment to cost of sales.

Effects of Changing Prices

The principal effect of inflation on the Company's operating results is to increase costs. The Company may raise selling prices to offset these cost increases; however, the resulting impact on retail prices may reduce the volume of product purchased by consumers.

Item 4. Controls and Procedures.

As of the end of the period covered by this report, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")), pursuant to Rule 13a-15(b) of the Exchange Act. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded the Company's disclosure controls and procedures are effective for the purpose of providing reasonable assurance the information required to be disclosed in the reports the Company files or submits under the Exchange Act (i) is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

There has been no change in the Company's internal control over financial reporting during the quarter ended October 3, 2010 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

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PART II — OTHER INFORMATION

Item 1A. Risk Factors.

Except for the risk factor set forth below, there have been no material changes to the factors disclosed in Part I, Item 1A. Risk Factors in the Company's Annual Report on Form 10-K for the year ended January 3, 2010.

Increases in the cost of employee benefits, including current employees' medical benefits and postretirement benefits, could impact the Company's financial results and cash flow.

On March 23, 2010 the Patient Protection and Affordable Care Act ("PPACA") was signed into law. On March 30, 2010, a companion bill, the Health Care and Education Reconciliation Act of 2010 ("Reconciliation Act"), was also signed into law. The PPACA and the Reconciliation Act, when taken together, represent comprehensive healthcare reform legislation that will likely affect the cost associated with providing employer-sponsored medical plans. At this point, the Company is in the process of determining the impact this legislation will have on the Company's employer-sponsored medical plans. Additionally, the PPACA and the Reconciliation Act include provisions that will reduce the tax benefits available to employers that receive Medicare Part D subsidies.

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Item 6. Exhibits.

Exhibit Number	Description
4.1	The registrant, by signing this report, agrees to furnish the Securities and Exchange Commission, upon its request, a copy of any instrument which defines the rights of holders of long-term debt of the registrant and its consolidated subsidiaries which authorizes a total amount of securities not in excess of 10 percent of the total assets of the registrant and its subsidiaries on a consolidated basis.
10.1	Form of Master Bottle Contract ("Cola Beverage Agreement"), made and entered into, effective January 27, 1989, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (the "Company"), together with Form of Home Market Amendment to Master Bottle Contract, effective as of October 29, 1999 (filed herewith).
10.2	Form of Allied Bottle Contract ("Allied Beverage Agreement"), made and entered into effective January 11, 1990, between The Coca-Cola Company and the Company (as successor to Coca-Cola Bottling Company of Anderson, S.C.) (filed herewith).
10.3	Letter Agreement, dated January 27, 1989, between The Coca-Cola Company and the Company, modifying the Cola Beverage Agreements and Allied Beverage Agreements (filed herewith).
10.4	Form of Marketing and Distribution Agreement ("Still Beverage Agreement"), made and entered into effective October 1, 2000, between The Coca-Cola Company and the Company (as successor to Metrolina Bottling Company), with respect to Dasani (filed herewith).
10.5	Form of Letter Agreement, dated December 10, 2001, between The Coca-Cola Company and the Company, together with Letter Agreement dated December 14, 1994, modifying the Still Beverage Agreements (filed herewith).
10.6*	Incident Pricing Letter Agreement, dated March 16, 2009, between The Coca-Cola Company and the Company (filed herewith).
12	Ratio of earnings to fixed charges (filed herewith).
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).

* Certain portions of the exhibit have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested for such portions of the exhibit.

SIGNATURES

Pursuant to the requirements 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.

COCA-COLA BOTTLING CO. CONSOLIDATED
(REGISTRANT)

Date: November 12, 2010	By: /s/ James E. Harris James E. Harris Principal Financial Officer of the Registrant and Senior Vice President and Chief Financial Officer
Date: November 12, 2010	By: /s/ William J. Billiard William J. Billiard Principal Accounting Officer of the Registrant and Vice President, Controller and Chief Accounting Officer

Exhibit 10.1

MASTER BOTTLE CONTRACT

THIS AGREEMENT, (this "Agreement") effective as of January 27, 1989 is made and entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware having its principal place of business in Atlanta, Georgia (the "Company"), and COCA-COLA BOTTLING CO. CONSOLIDATED, a corporation organized and existing under the laws of the State of DELAWARE having its principal place of business in CHARLOTTE, NORTH CAROLINA (the "Bottler").

WITNESSETH

WHEREAS

A The Company manufactures and sells, or authorizes others to manufacture and sell, the soft drinks identified on Schedule A (as modified from time to time under paragraphs 21 and 22, the "Beverages"), the concentrates for the Beverages (the "Concentrates"), and the syrups prepared from the Concentrates (the "Syrups"), the formulas for all of which constitute trade secrets owned by the Company,

B The Company is the owner of the trademarks identified on Schedule B (together with such other trademarks as may be authorized by the Company from time to time for current use by the Bottler under this Agreement, the "Trademarks"), which, among other things, identify and distinguish the Concentrates, the Syrups and the Beverages,

C The primary business of the Bottler is to act as a bottler of the Beverages, either directly pursuant to certain agreements with the Company, all of which are identified on Schedule C (collectively, together with all amendments thereto, the "Existing Bottle Contracts"), or indirectly through one or more persons controlling, controlled by or under common control with the Bottler (the "Bottler Affiliates"),

D The reputation of the Beverages as being of consistently superior quality has been a major factor in stimulating and sustaining demand for the Beverages, and special technical skill and constant diligence on the part of the Bottler and the Company are required in order for the Beverages to maintain the excellence that consumers expect, and

E Conditions affecting the production, sale and distribution of Beverages have changed since the Company and the Bottler, or its predecessors-in-interest, entered into the Existing Bottle Contracts, and, as a consequence, the Company and the Bottler desire to amend the Existing Bottle Contracts, the terms of the Existing Bottle Contracts, as so amended, being restated in the form of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Bottler agree as follows.

ARTICLE I

The Authorization

1 The Company authorizes the Bottler, and the Bottler undertakes, to manufacture and package the Beverages and to distribute and sell the Beverages only in Authorized Containers, as hereinafter defined, under the Trademarks in and throughout the territory described on Schedule D (together with any territories added under paragraph 31, and subject to the possible elimination of subterritories under paragraph 29, the "Territory").

2 The Company will, from time to time, in its discretion, approve containers of certain types, sizes, shapes and other distinguishing characteristics (collectively, subject to any additions, deletions and modifications by the Company, the "Authorized Containers"). A list of Authorized Containers for each Beverage will be provided by the Company to the Bottler, which list may be amended by the Company from time to time by additions, deletions or modifications. The Bottler is authorized to use only Authorized Containers in the manufacture, distribution and sale of the Beverages. The Company reserves the right to withdraw from time to time its approval of any of the Authorized Containers upon six (6) months notice to the Bottler, and, in such event, the repurchase provisions of subparagraph 28(e) shall apply to containers so disapproved that are owned by the Bottler. The Company will exercise its right to approve, and to withdraw its approval of, specific Authorized Containers in good faith so as to permit the Bottler to continue to satisfy the demand in the Territory as a whole for Beverages in containers of the nature identified on Schedule E.

ARTICLE II

Exclusive Authorization

3 The Company appoints the Bottler as its sole and exclusive purchaser of the Concentrates and Syrups for the purpose of manufacture, packaging and distribution of the Beverages under the Trademarks in Authorized Containers for sale in the Territory.

4 The Company agrees not to authorize any other party whatsoever to use the Trademarks on Beverages in Authorized Containers, or any other containers of the nature identified on Schedule E, for purposes of resale in the Territory.

5 The Bottler shall purchase its entire requirements of Concentrates and Syrups exclusively from the Company and shall not use any other syrup, beverage base, concentrate or other ingredient in the Beverages than as specified by the Company.

ARTICLE III

Obligations of Bottler Relating to Trademarks and Other Matters

6 The Bottler acknowledges that the Company is the sole and exclusive owner of the Trademarks, and the Bottler agrees not to question or dispute the validity of the Trademarks or their exclusive ownership by the Company. By this Agreement, the Company extends to the Bottler only (i) a nonexclusive license to use the trademark "Coca-Cola" as part of the corporate name of the Bottler; and (ii) an exclusive license to use the Trademarks solely in connection with the manufacture, packaging, distribution, and sale of the Beverages in Authorized Containers in the Territory subject to the rights reserved to the Company under this Agreement. Nothing herein, nor any act or failure to act by the Bottler or the Company, shall give the Bottler any proprietary or ownership interest of any kind in the Trademarks or in the goodwill associated therewith.

7 The Bottler agrees during the term of this Agreement and in accordance with any requirements imposed upon the Bottler under applicable laws:

(a) Not to produce, manufacture, package, sell, deal in or otherwise use or handle any "Cola Product" (herein defined to mean any soft drink beverage which is generally marketed as a cola product or which is generally perceived as being a cola product) other than a soft drink manufactured, packaged, distributed or sold by the Bottler under authority of the Company,

(b) Not to manufacture, package, sell, deal in or otherwise use or handle any concentrate, beverage base, syrup, beverage or any other product which is likely to be confused with, or passed off for, any of the Concentrates, Syrups or Beverages,

(c) Not to manufacture, package, sell, deal in or otherwise use or handle any product under any trade dress or in any container that is an imitation of a trade dress or container in which the Company claims a proprietary interest or which is likely to be confused or cause confusion or be confusingly similar to or be passed off as such trade dress or container,

(d) Not to manufacture, package, sell, deal in or otherwise use or handle any product under any trademark or other designation that is an imitation, counterfeit, copy or infringement of, or confusingly similar to, any of the Trademarks, and

(e) Not to acquire or hold, directly or indirectly, any ownership interest in, or enter into any contract or arrangement with respect to the management or control of, any person within or without the Territory that engages in any of the activities prohibited under subparagraphs (a), (b), (c) or (d) of this paragraph 7.

ARTICLE IV

Obligations of Bottler Relating to Manufacture and Packaging of the Beverages

8 (a) The Bottler represents and warrants that the Bottler possesses, or will possess, in the Territory, prior to the manufacture, packaging and distribution of the Beverages, and will maintain during the term of this Agreement, such plant or plants, machinery and equipment, trained staff, and distribution and vending facilities as are capable of manufacturing, packaging and distributing the Beverages in Authorized Containers in accordance with this Agreement, in compliance with all applicable governmental and administrative requirements, and in sufficient quantities to satisfy fully the demand for the Beverages in Authorized Containers in the Territory.

(b) The Company and the Bottler acknowledge that each is or may become a party to one or more agreements authorizing a bottler or other Company-authorized entity to produce Beverages for sale by another bottler. Such agreements include, but are not limited to (i) agreements permitting bottlers, subject to certain conditions, to commence or continue to manufacture the Beverages for other bottlers, and (ii) agreements pursuant to which bottlers may have the Beverages manufactured for them by other Company-authorized entities. It is hereby agreed that the Company shall not unreasonably withhold (i) any consents required by such agreements, or (ii) approval of Bottler’s participation in such agreements. All such existing agreements shall remain in full force and effect in accordance with their terms.

9 The Bottler recognizes that increases in the demand for the Beverages, as well as changes in the list of Authorized Containers, may, from time to time, require adaptation of its existing manufacturing, packaging or delivery equipment or the purchase of additional manufacturing, packaging and delivery equipment. The Bottler agrees to make such modifications and adaptations as necessary and to purchase and install such equipment, in time to permit the introduction and manufacture, packaging and delivery of sufficient quantities of the Beverages in the Authorized Containers, to satisfy fully the demand for the Beverages in Authorized Containers in the Territory.

10 The Bottler warrants that the handling and storage of the Concentrates, the manufacture, handling and storage of the Syrups, and the manufacture, handling, storage and packaging of the Beverages shall be accomplished in accordance with the Company’s quality control and sanitation standards, as reasonably established by the Company and communicated to the Bottler from time to time, and shall, in any event, conform with all food, labeling, health, packaging and other relevant laws and regulations applicable in the Territory.

11 The Bottler, in accordance with such instructions as may be given from time to time by the Company, shall submit to the Company, at the Bottler’s expense, samples of the Syrups, the Beverages and the raw materials used in the manufacture of the Syrups and the Beverages. The Bottler shall permit representatives of the Company to have access to the premises of the Bottler during ordinary business hours to inspect the plant, equipment and methods used by the Bottler in order to ascertain whether the Bottler is complying with the

instructions and standards prescribed for the manufacturing, handling, storage and packaging of the Beverages.

12 (a) For the packaging, distribution and sale of the Beverages, the Bottler shall use only such Authorized Containers, closures, cases, cartons and other packages and labels as shall be authorized from time to time by the Company for the Bottler and shall purchase such items only from manufacturers approved by the Company, which approval shall not be unreasonably withheld. The Company shall approve three or more manufacturers of such items, if in the reasonable opinion of the Company, there are three or more manufacturers who are capable of producing such items to be fully suitable for the purpose intended and in accordance with the high quality standards and image of excellence of the Trademarks and the Beverages. Such approval by the Company does not relieve the Bottler of the Bottler's independent responsibility to assure that the Authorized Containers, closures, cases, cartons and other packages and labels purchased by the Bottler are suitable for the purpose intended, and in accordance with the good reputation and image of excellence of the Trademarks and Beverages.

(b) The Bottler shall maintain at all times a stock of Authorized Containers, closures, labels, cases, cartons and other essential related materials bearing the Trademarks, sufficient to satisfy fully the demand for Beverages in Authorized Containers in the Territory, and the Bottler shall not use or permit the use of Authorized Containers, or such closures, labels, cases, cartons and other materials, if they bear the Trademarks or contain any Beverages, for any purpose other than the packaging and distribution of the Beverages. The Bottler further agrees not to refill or otherwise reuse nonreturnable containers.

13 If the Company determines the existence of quality or technical difficulties with any Beverage, or any package used for such product, the Company shall have the right, immediately and at its sole option, to withdraw such product or any such package from the market. The Company shall notify the Bottler in writing of such withdrawal, and the Bottler shall, upon receipt of notice, immediately cease distribution of such product or such package therefor. If so directed by the Company, the Bottler shall recall and reacquire the product or package involved from any purchaser thereof. If any recall of any product or any of the packages used therefor is caused by (i) quality or technical defects in the Syrup, Concentrate or other materials prepared by the Company from which the product involved was prepared by the Bottler, or (ii) quality or technical defects in the Company's designs and design specifications of packages which it has imposed on the Bottler or the Bottler's third party suppliers if such designs and specifications were negligently established by the Company (and specifically excluding designs and specifications of other parties and the failure of other parties to manufacture packages in strict conformity with the designs and specifications of the Company), the Company shall reimburse the Bottler for the Bottler's total expenses incident to such recall. Conversely, if any recall is caused by the Bottler's failure to comply with instructions, quality control procedures or specifications for the preparation, packaging and distribution of the product involved, the Bottler shall bear its total expenses of such recall and reimburse the Company for the Company's total expenses incident to such recall.

ARTICLE V

Conditions of Purchase and Sale

14 (a) The Company reserves the right to establish and to revise at any time, in its sole discretion, the price of any of the Concentrates or Syrups, the terms of payment, and the other terms and conditions of supply, any such revision to be effective immediately upon notice to the Bottler. If Bottler rejects a change in price or the other terms and conditions contained in any such notice, then the Bottler shall so notify the Company within thirty (30) days of receipt of the Company's notice, and this Agreement will terminate ninety (90) days after the date or such notification by the Bottler, without further liability of the Company or the Bottler. The change in price or other terms and conditions so rejected by the Bottler shall not apply to purchases of such Concentrate or Syrup by the Bottler during such ninety (90) day period preceding termination. Failure by the Bottler to notify the Company of its rejection of the changes in price or such other terms and conditions shall be deemed acceptance thereof by the Bottler.

(b) The Company shall sell to the Bottler, upon Bottler's request, either Syrup or Concentrate, provided, however, that once the Bottler or any Bottler Affiliate has elected to purchase Concentrate for any Company soft drink, the Company shall no longer be obligated to supply Syrup to the Bottler, and provided further that any such election by the Bottler or by any Bottler Affiliate to purchase Concentrate shall be with respect to all Company soft drinks.

15 The Bottler shall purchase from the Company only such quantities of the Concentrates or Syrups as shall be necessary and sufficient to carry out the Bottler's obligations under this Agreement. The Bottler shall use the Concentrates exclusively for its manufacture of the Syrups and shall use the Syrups exclusively for its manufacture of the Beverages. The Bottler shall not sell or otherwise transfer any Concentrate or Syrup or permit the same to get into the hands of third parties.

16 (a) The Bottler agrees not to distribute or sell any Beverage outside the Territory. The Bottler shall not sell any Beverage to any person (other than another bottler pursuant to subparagraph 8(b)) under circumstances where Bottler knows or should know that such person will redistribute the Beverage for ultimate sale outside the Territory. If any Beverage distributed by the Bottler is found outside of the Territory, Bottler shall be deemed to have transshipped such Beverage and shall be deemed to be a "Transshipping Bottler" for purposes hereof, provided, however, that if the Offended Bottler has not agreed to terms substantially similar to this subparagraph 16(a) with respect to the transshipment of Beverages, Bottler shall only be deemed to have transshipped such Beverage if Bottler knew or should have known that the purchaser would redistribute the Beverage outside of the Territory prior to ultimate sale. For purposes of this Agreement, "Offended Bottler" shall mean a bottler in any territory into which any Beverage is transshipped.

(b) In addition to all other remedies the Company may have against any Transshipping Bottler for violation of this paragraph 16, the Company may impose upon

any Transshipping Bottler a charge for each case of Beverage transshipped by such bottler. The per-case amount of such charge shall be determined by the Company in its sole discretion and may be an amount not to exceed three times the Offended Bottler's most current average gross margin per case of the Beverage transshipped, as reasonably estimated by the Company. If the Offended Bottler does not sell the Beverage that has been transshipped, the Company may make the foregoing estimate on the basis of what it considers a comparable product. The Company and the Bottler agree that the amount of such charge shall be deemed to reflect the damages to the Company, the Offended Bottler and the bottling system. The Company shall forward to the Offended Bottler, upon receipt from the Transshipping Bottler, not less than an amount per case which approximates the Offended Bottler's most current average gross margin per case of the Beverage transshipped. If the Company or its agent recalls any Beverage which has been transshipped, the Transshipping Bottler shall, in addition to any other obligation it may have hereunder, reimburse the Company for its costs of purchasing, transporting and/or destroying such Beverage.

ARTICLE VI

Obligations of the Bottler Relating to the Marketing of the Beverages, Financial Capacity and Planning

17 The continuing responsibility to develop and stimulate and satisfy fully the demand for the Beverages in Authorized Containers within the Territory rests upon the Bottler. The Bottler agrees to use all approved means as may be reasonably necessary to meet this responsibility.

18 The parties agree that to develop and stimulate demand for the Beverages in Authorized Containers advertising and other forms of marketing activities are required. Therefore, the Bottler will spend such funds in advertising and marketing the Beverages as may be reasonably required to stimulate, as well as maintain, demand for the Beverages in Authorized Containers in the Territory. The Bottler shall fully cooperate in and vigorously promote all cooperative advertising and sales promotion programs and campaigns that may be reasonably established by the Company for the Territory. The Bottler will use and publish only such advertising, promotional materials or other items bearing the Trademarks relating to the Beverages as the Company has approved and authorized. The expenditures required by this Article VI shall be made by the Bottler. The Company may, in its sole discretion, contribute to such expenditures. The Company may also undertake, at its expense, independently of the Bottler's marketing programs, any advertising or promotional activity that the Company deems appropriate to conduct in the Territory, but this shall in no way affect the responsibility of the Bottler for stimulating and developing the demand for the Beverages in Authorized Containers in the Territory.

19 The Bottler and all Bottler Affiliates shall maintain the consolidated financial capacity reasonably necessary to assure that the Bottler and all Bottler Affiliates directly or indirectly controlled by the Bottler will be financially able to perform their respective duties and obligations under this Agreement and under all other agreements between the

Company and Bottler Affiliates regarding the manufacture, packaging, distribution and sale of the Beverages in "authorized containers" (as defined in such agreements).

20 (a) Since periodic planning is essential for the proper implementation of this Agreement, the Bottler and the Company shall meet annually, as close to the anniversary date of this Agreement as practicable or at such other annual date as the parties may set from time to time, to discuss the Bottler's plans for the ensuing year. At such meeting, the Bottler shall present a plan that sets out in reasonable detail satisfactory to the Company the marketing, management and advertising plans of the Bottler with respect to the Beverages for the ensuing year, including a financial plan showing that the Bottler and all Bottler Affiliates have the consolidated financial capacity to perform their respective duties and obligations under their respective agreements with the Company regarding the manufacture, packaging, distribution and sale of the Beverages in "authorized containers" (as defined in such agreements). The Company and the Bottler shall discuss this plan and this plan, upon approval by the Company, which shall not be unreasonably withheld, shall define the Bottler's obligation herein to maintain such consolidated financial capacity and to develop and stimulate and satisfy fully the demand for the Beverages in Authorized Containers in the Territory for the period of time covered by the plan.

(b) The Bottler shall report to the Company periodically, but not less than quarterly, as to its implementation of the approved plan; it is understood, however, that the Bottler shall report sales on a regular basis as requested by the Company and in such detail and containing such information as may be reasonably requested by the Company. The failure by the Bottler to carry out the plan, or if the plan is not presented or is not approved, will constitute a primary consideration for determining whether the Bottler has fulfilled its obligation to maintain the consolidated financial capacity required under paragraph 19 and to develop and stimulate and satisfy fully the demand for the Beverages in Authorized Containers in the Territory. If the Bottler carries out the plan in all material respects, it shall be deemed to have satisfied the obligations of the Bottler under paragraphs 17, 18, 19 and 20 for the period of time covered by the plan.

ARTICLE VII

Reformulation, New Products and Related Matters

21 The Company has the sole and exclusive right and discretion to reformulate any of the Beverages. In addition, the Company has the sole and exclusive right and discretion to discontinue any of the Beverages under this Agreement, provided (i) such Beverage is discontinued on a national basis in Authorized Containers and in such other containers as may have been authorized for use by other bottlers under their respective bottle contracts, and (ii) the Company does not discontinue all Beverages under this Agreement. In the event that the Company discontinues any Beverage, Schedule A to this Agreement shall be deemed amended by deleting the discontinued Beverage from the list of Beverages set forth on Schedule A.

22 In the event that the Company introduces any new beverage in the Territory under the trademarks “Coca-Cola” or “Coke” or any modification thereof (herein defined to mean the addition of a prefix, suffix or other modifier used in conjunction with the trademarks “Coca-Cola” or “Coke”) the Bottler shall be obligated to manufacture, package, distribute and sell such new beverage in Authorized Containers in the Territory pursuant to the terms and conditions of this Agreement, and Schedule A to this Agreement shall be deemed amended by adding such new beverage to the list of Beverages set forth on Schedule A.

23 The Company has the unrestricted right to use the Trademarks on the Beverages and on all other products and merchandise other than the Beverages in Authorized Containers in the Territory.

ARTICLE VIII

Term and Termination of the Agreement

24 The term of this Agreement shall commence on the effective date hereof and, unless earlier terminated in accordance with its provisions, will continue perpetually.

25 The obligation to supply Concentrates or Syrups to the Bottler and the Bottler’s obligation to purchase Concentrates or Syrups from the Company and to manufacture, package, distribute and sell the Beverages under this Agreement shall be suspended during any period when any of the following conditions exist:

(a) There shall occur a change in the law or regulation (including without limitation any government permission or authorization regarding customs, health or manufacturing) in such a manner as to render unlawful or commercially impracticable:

(i) the importation of Concentrate or Syrup or any of its essential ingredients which cannot be produced in quantities sufficient to satisfy the demand therefor by existing Company facilities in the United States, or

(ii) the manufacture and distribution of the Concentrates, Syrups or Beverages, or

(b) There shall occur any inability or commercial impracticability of either of the parties to perform resulting from an act of God, or “force majeure”, public enemies, boycott, quarantine, riot, strike, or insurrection, or due to a declared or undeclared war, belligerency or embargo sanctions, blacklisting or other hazard or danger incident to the same, or resulting from any other cause whatsoever beyond its control.

If any of the conditions described in this paragraph 25 persists so that either party’s obligation to perform is suspended for a period of six (6) months or more, the other party may terminate this Agreement forthwith, upon notice to the party whose obligation to perform is suspended.

26 (a) The Company may terminate this Agreement in the event of the occurrence of any of the following events of default:

(i) If the Bottler becomes insolvent, if a petition in bankruptcy is filed against or on behalf of the Bottler which is not stayed or dismissed within sixty (60) days, if the Bottler is put in liquidation or placed under sequester, if a receiver is appointed to manage the business of the Bottler; or if the Bottler enters into any judicial or voluntary arrangement or composition with its creditors, or concludes any similar arrangements with them or makes an assignment for the benefit of creditors,

(ii) If the Bottler adopts a plan of dissolution or liquidation,

(iii) If any person or any Affiliated Group, other than (a) the stockholders of the Bottler at the effective date of this Agreement or (b) any person or any Affiliated Group acting with the consent or the Company, acquires, or obtains any contract, option, conversion privilege or other right to acquire, directly or indirectly, Beneficial Ownership of more than ten percent (10%) of any class or series of voting securities of the Bottler, and if such person or Affiliated Group does not divest itself of Beneficial Ownership of such voting securities or otherwise terminate any such contract, option, conversion privilege or other right within thirty (30) days after the Company notifies the Bottler that the failure of such person or Affiliated Group to thus divest or terminate may result in termination of this Agreement,

(iv) If any Disposition is made without the consent of the Company by Bottler or by any Bottler Subsidiary of any voting securities of any Bottler Subsidiary,

(v) If any agreement regarding the manufacture, packaging, distribution or sale of the Beverages in “authorized containers” (as defined in such agreement) between the Company and any person that controls, directly or indirectly, the Bottler is terminated, unless the Company agrees in writing that this subparagraph 26(a)(v) will not be applied by the Company to such termination, or

(vi) If the Bottler or any person in which the Bottler has Beneficial Ownership of any equity or voting securities, or in which the Bottler has a right of control of management, or which controls or is under common control with the Bottler, should engage directly or indirectly in the manufacture, distribution or marketing of any product specified in subparagraphs (a), (b), (c) or (d) of paragraph 7 above, or should obtain a right or license to do the same, and if the Company has given the Bottler notice that such condition exists and that the Company will terminate this Agreement within six (6) months if such condition is not eliminated, and if such condition has not been eliminated within the six (6) month period.

(b) For purposes of this Agreement:

(i) "Affiliated Group" shall mean two or more persons acting as a partnership, limited partnership, syndicate or other group, or who agree to act together, for the purpose of acquiring, holding, voting or making any Disposition of any voting securities of the Bottler, provided further that the Affiliated Group formed thereby shall be deemed to have acquired Beneficial Ownership of all voting securities of the Bottler beneficially owned by any such persons

(ii) "Beneficial Ownership" shall mean (i) voting power which includes the power to vote, or to direct the voting of, any securities, or (ii) investment power which includes the power to dispose, or to direct the Disposition of, any securities; provided further Beneficial Ownership shall include any such voting power or investment power which any person has or shares, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise; provided, however, that the following persons shall not be deemed to have acquired Beneficial Ownership under the circumstances described (a) a person engaged in business as an underwriter of securities who acquires securities through his participation in good faith in a firm commitment underwriting registered under the Securities Act of 1933 shall not be deemed to be the Beneficial Owner of such securities until such time as such underwriter completes his participation in the underwriting and shall not thereupon or thereafter be deemed to be the Beneficial Owner of the securities acquired by other members of any underwriting syndicate or selected dealers in connection with such underwriting solely by reason of customary underwriting or selected dealer arrangements, (b) a member of a national securities exchange shall not be deemed to be a Beneficial Owner of securities held directly or indirectly by it on behalf of another person solely because such member is the record holder of such securities and, pursuant to the rules of such exchange, may direct the vote of such securities, without instruction, on other than contested matters or matters that may affect substantially the rights or privileges of the holders of the securities to be voted, but is otherwise precluded by the rules of such exchange from voting without instruction, and (c) the holder of a proxy solicited by the Board of Directors of the Bottler for the voting of securities of such Bottler at any annual or special meeting and any adjournment or adjournments thereof of the stockholders of such Bottler shall not be deemed to be a Beneficial Owner of the securities that are the subject of the proxy solely for such reason

(iii) "Bottler Subsidiary" shall mean any person that is controlled directly or indirectly by the Bottler, and that is a party, or controls directly or indirectly a party, to an agreement with the Company regarding the manufacture, packaging, distribution or sale of the Beverages in "authorized containers" (as defined in such agreement)

(iv) "Disposition" shall mean any sale, merger, issuance of securities or other transaction in which, or as a result of which, any person other than Bottler or a wholly owned subsidiary of Bottler acquires, or obtains any contract, option,

conversion privilege or other right to acquire Beneficial Ownership of any securities.

(c) Upon the occurrence of any of the events of default specified in subparagraph 26(a), the Company may terminate this Agreement by giving the Bottler notice to that effect, effective immediately.

27 (a) In addition to the events of default described in paragraph 26, the Company may also terminate this Agreement subject to the limitations of subparagraph 27(b), in the event of the occurrence of any of the following events of default:

(i) If the Bottler fails to make timely payment for Concentratc or Syrup, or of any other debt owing to the Company,

(ii) If the condition of the plant or equipment used by the Bottler in manufacturing, packaging or distributing the Beverages fails to meet the sanitary standards reasonably established by the Company,

(iii) If the Syrups or Beverages manufactured by the Bottler fail to meet the quality control standards reasonably established by the Company,

(iv) If the Beverages are not manufactured in such conformity with such standards and instructions as the Company may reasonably establish,

(v) If the Bottler fails to carry out a plan approved under paragraph 20 in all material respects, or

(vi) If the Bottler materially breaches any of the Bottler's other obligations under this Agreement.

The standards and instructions of the Company comprise privately published information concerning the manufacture, handling and storage of the Beverages under good manufacturing practices, as well as technical instructions, bulletins and other communications issued or amended from time to time by the Company (including, but not limited to, Syrup Room Practices, Quality Control and Engineering Standards and GMP: A Guide to Good Manufacturing Practices, as they may be amended or supplemented from time to time).

(b) Upon the occurrence of any of the foregoing events of default, the Company shall, as a condition to termination of this Agreement under this paragraph 27, give the Bottler notice thereof. The Bottler shall then have a period of sixty (60) days within which to cure the default, including, at the instruction of the Company and at the Bottler's expense, by the prompt withdrawal from the market and destruction of any Syrup or Beverage that fails to meet the quality control standards of the Company or any Beverage that is not manufactured in accordance with the instructions of the Company. If such default has not been cured within such period, then the Company may, by giving the Bottler further notice to such effect, suspend sales to the Bottler of Concentrates and Syrups and require the Bottler to cease production of the Syrups and the Beverages and the packaging and

distribution of Beverages in Authorized Containers. During such second period of sixty (60) days, the Company also may supply, or cause or permit others to supply, the Beverages in Authorized Containers under the Trademarks in the Territory. If such default has not been cured during such second period of sixty (60) days, then the Company may terminate this Agreement, by giving the Bottler notice to such effect, effective immediately.

28 Upon the termination of this Agreement:

(a) The Bottler shall forthwith take such action as necessary to eliminate the trademark "Coca-Cola" from its corporate name,

(b) Any other agreement between the Company and the Bottler regarding the manufacture, packaging, distribution, sale or promotion of soft drinks in "authorized containers" (as defined in such agreement) may, at the election of the Company, be automatically terminated and thereby become of no further force or effect,

(c) The Bottler shall not thereafter continue to manufacture, package, distribute or sell any of the Beverages in Authorized Containers or to make any use of the Trademarks or Authorized Containers, or any closures, cases, labels or advertising material bearing the Trademarks,

(d) The Bottler shall forthwith remove and efface all reference to the Company, the Beverages and the Trademarks from the business premises and equipment of the Bottler and from all business paper and advertising used or maintained by the Bottler, and it shall not thereafter hold forth in any manner whatsoever that it has any connection with the Company or the Beverages, and,

(e) The Bottler shall forthwith deliver all Concentrate, Syrup, Beverage, usable returnable or any nonreturnable containers, cases, closures, labels, and advertising material bearing the Trademarks, still in the Bottler's possession or under the Bottler's control, to the Company or the Company's nominee, as instructed, and, upon receipt, the Company shall pay to the Bottler a sum equal to the reasonable market value of such supplies or materials. The Company will accept and pay for only such articles as are, in the opinion of the Company, in first-class and usable condition, and all other such articles shall be destroyed at the Bottler's expense. Containers, closures and advertising material and all other items bearing the name of the Bottler, in addition to the Trademarks, that have not been purchased by the Company shall be destroyed without cost to the Company, or otherwise disposed of in accordance with instructions given by the Company, unless the Bottler can remove or obliterate the Trademarks therefrom to the satisfaction of the Company. The provisions for repurchase contained in subparagraph 28(e) shall apply with regard to any Authorized Container, approval of which has been withdrawn by the Company under paragraph 2, upon termination by either party under paragraph 25, and upon termination by the Bottler under subparagraph 14(a). In all other cases, the Company shall have the right, but not the obligation, to purchase the aforementioned items from the Bottler.

29 (a) Subject to the limitations set forth in subparagraph 29(b), in the event that the Bottler at any time fails to carry out a plan approved under paragraph 20 in all material

respects in any geographic segment of the Territory, which segment shall be defined by the Company (hereinafter “Subterritory”), the Company may reduce the Territory covered by this Agreement, and thereby restrict the Bottler’s authorization hereunder to the remainder of the Territory, by eliminating the Subterritory from the Territory covered by this Agreement

(b) In the event of such failure, the Company may eliminate Subterritories from the Territory covered by this Agreement by giving the Bottler notice to that effect, which notice shall define the Subterritory or Subterritories to which the notice applies. The Bottler shall then have a period of six (6) months within which to cure such failure. If the Bottler has not cured such failure in such six (6) month period, the Company may eliminate such Subterritory or Subterritories from the Territory by giving the Bottler further notice to that effect, effective immediately

(c) Upon elimination of any Subterritory from the Territory:

(i) Schedule D to this Agreement shall be deemed amended by eliminating such Subterritory from the Territory described on Schedule D,

(ii) The Company may manufacture, package, distribute and sell the Beverages in Authorized Containers under the Trademarks in such Subterritory, or authorize others to do so,

(iii) Any other agreement between the Bottler and the Company regarding the manufacture, packaging, distribution or sale of soft drinks in “authorized containers” (as defined in such agreement) in such Subterritory may, at the election of the Company, be automatically terminated and thereby become of no further force or effect in such Subterritory,

(iv) The Bottler shall not thereafter continue to manufacture, package, distribute or sell any of the Beverages in Authorized Containers in such Subterritory, or to make any use of the Trademarks, Authorized Containers, closures, cases, labels or advertising material bearing the Trademarks in connection with the sale or distribution of the Beverages in such Subterritory, and

(v) The Bottler shall not thereafter hold forth in such Subterritory in any manner whatsoever that it has any connection with the Beverages.

ARTICLE IX

Transferability/Additional Territories

30 The Bottler hereby acknowledges the personal nature of the Bottler’s obligations under this Agreement with respect to the performance standards applicable to the Bottler, the dependence of the Trademarks on proper quality control, the level of marketing effort required of the Bottler to stimulate and maintain demand for the Beverages in Authorized Containers, and the confidentiality required for protection of the Company’s trade secrets and confidential information. In recognition of the personal nature of these and other obligations of the Bottler under this Agreement, the Bottler may not assign, transfer or pledge this Agreement or any interest

therein, in whole or in part, whether voluntarily, involuntarily, or by operation of law (including, but not limited to, by merger or liquidation), or delegate any material element of the Bottler's performance thereof, or sublicense its rights hereunder, in whole or in part, to any third party or parties, without the prior consent of the Company. Any attempt to take such action without such consent shall he void and shall be deemed to be a material breach of this Agreement.

31 In the event that the Bottler acquires the right to manufacture and sell any of the Beverages in any container that has been designated as an Authorized Container in any territory in the United States outside of the Territory, such additional territory shall automatically be deemed to be included within the Territory covered by this Agreement for all purposes. Any separate agreement that may exist concerning such additional territory shall be *ipso facto* amended to conform to the terms of this Agreement. In addition, if the Bottler acquires control, directly or indirectly, of any person which is a party, or which controls directly or indirectly a party, to an agreement whereby such party has the right to manufacture and sell any of the Beverages in any territory in the United States in any container that has been designated as an Authorized Container, the Bottler shall cause such party to amend such agreement, effective as of the date of acquisition or control of such party, to conform to the terms of this Agreement with respect to all such territory in the United States.

ARTICLE X

Litigation

32 (a) The Company reserves the right to institute any civil, administrative or criminal proceeding or action, and generally to take or seek any available legal remedy it deems desirable, for the protection of its good reputation and industrial property rights (including, but not limited to, the Trademarks), as well as for the protection of the Concentrates, the Syrups, the Beverages and the formulas therefor, and to defend any action affecting these matters. At the request of the Company, the Bottler will render reasonable assistance in any such action. The Bottler may not claim any right against the Company as a result of such action or for any failure to take such action. The Bottler shall promptly notify the Company of any litigation or proceeding instituted or threatened affecting these matters. The Bottler shall not institute any legal or administrative proceedings against any third party which may affect the interests of the Company in connection with this Agreement without the Company's prior consent

(b) The Company has the sole and exclusive right and responsibility to prosecute and defend all suits relating to the Trademarks. The Company may prosecute or defend any suit relating to the Trademarks in the name of the Bottler whenever an issue in such suit involves the Territory and therefore it is appropriate to act in the Bottler's name, or may proceed alone in the name of the Company, provided that the Company shall take no action in the Bottler's name which the Company knows or should know will materially prejudice or impair the rights or interests of the Bottler under this Agreement

(c) The Bottler recognizes the importance and benefit to itself and all other bottlers of the Beverages of protecting the interest of the Company in the Beverages,

Authorized Containers and the goodwill associated with the Trademarks. Therefore, the Bottler agrees to consult with the Company on all products liability claims or lawsuits brought against the Bottler in connection with the Beverages or Authorized Containers and to take such action with respect to the defense of any such claim or lawsuit as the Company may reasonably request in order to protect the interest of the Company in the Beverages, Authorized Containers and goodwill associated with the Trademarks. Further, the Bottler shall supervise, control and direct the defense of all such products liability claims and lawsuits brought against it in a manner that is reasonably calculated to be consistent with the Company's aforementioned interest. The Bottler and the Company shall individually be responsible for their respective liability, loss, damage, costs, attorneys fees and expenses arising out of or in connection with any such products liability claim or lawsuit brought against them whether individually or jointly, provided, however, that the Bottler and the Company expressly reserve all rights of contribution and indemnity as prescribed by law.

ARTICLE XI

Automatic Amendment

33 In the event that eighty percent (80%) of the bottlers who are parties to agreements with the Company containing substantially the same terms as this Agreement, which bottlers purchased for their own account eighty percent (80%) or more of all of the Syrup and equivalent gallons of Concentrate for Beverages purchased for the account of all such bottlers, agree to any different provisions to be included in this Agreement, then the Bottler hereby agrees to include an amendment containing such different provisions in this Agreement. The gallons of Syrup and equivalent gallons of Concentrate purchased by such bottlers shall be determined based on the most recently-ended calendar year prior to the date such amendment was first offered to bottlers.

ARTICLE XII

General

34 For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "person" means an individual, a corporation, a partnership, a limited partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof.

(b) "control" (including terms "controlling", "controlled by" and "under common control with") means (i) Beneficial Ownership of a majority of any class or series of voting securities of a person, or (ii) the power or authority, directly or indirectly, to elect or designate a majority of the members of the board of directors, or other governing body of a person.

35 The Company hereby reserves for its exclusive benefit all rights of the Company not expressly granted to the Bottler under the terms of this Agreement.

36 Without relieving the Bottler of any of us responsibilities under this Agreement, the Company, from time to time during the term of this Agreement, at its option and either free of charge or on such terms and conditions as the Company may propose, may offer technology to the Bottler which the Company possesses, develops or acquires (and is free to furnish to third parties without obligation) relating to the design, installation, operation and maintenance of the plant and equipment appropriate for the maintenance of product quality, sanitation and safety as well as for the efficient manufacture and packaging of the Beverages, or relating to personnel training, accounting methods, electronic data processing and marketing and distribution techniques.

37 The Bottler agrees:

(a) It will not disclose to any third party any nonpublic information whatsoever concerning the composition of the Concentrates, the Syrup or the Beverages, without the prior consent of the Company, and it will use any such information solely to perform its obligations hereunder;

(b) It will at all times treat and maintain as confidential, all nonpublic information that it may receive at any time from the Company, including, but not limited to:

(i) Information or instructions of a technical or other nature, relating to the mixing, sale, marketing and distribution of the product,

(ii) Information about projects or plans worked out in the course of this Agreement, and

(iii) Information constituting manufacturing or commercial trade secrets.

The Bottler further agrees to disclose such information, as necessary to perform its obligations hereunder, only to employees of its enterprise (i) who have a reasonable need to know such information, (ii) who have agreed to keep such information secret, and (iii) whom the Bottler has no reason to believe is untrustworthy; and

(c) Upon the termination of this Agreement, Bottler will promptly surrender to the Company all original documents and all photocopies or other reproductions in its possession (including, but not limited to, any extracts or digests thereof) containing or relating to any nonpublic information described in this paragraph 37. Following such termination, and the surrender of such materials, the Bottler and its employees shall continue to hold any nonpublic information in confidence and refrain from any further use or disclosure thereof whatsoever, provided that such obligation shall expire as to any nonpublic information that does not constitute trade secrets ten (10) years following such termination.

38 The Bottler agrees that it will not enter into any contract or other arrangement to manage or participate in the management of any other Coca-Cola bottler without the prior consent of the Company.

39 The Bottler is an independent manufacturer and not the agent of the Company. The Bottler agrees that it will not represent that it is an agent of the Company nor hold itself out as such.

40 The Bottler covenants and agrees that, so long as this Agreement is in effect, the Bottler shall deliver to Company:

(a) Quarterly Statements. As soon as such statements are made available to the public, or if such statements are not regularly made available to the public, within thirty days after each fiscal quarter, an unaudited income and expense statement and balance sheet for the Bottler certified as correct by the chief financial officer of the Bottler;

(b) Annual Audit Statement. As soon as such statements are made available to the public, or if such statements are not regularly made available to the public, within 120 days after the end of each fiscal year, statements of income and retained earnings of the Bottler for the just-ended fiscal year, and a balance sheet of the Bottler as of the end of such year, accompanied by an opinion from the independent public accountants of the Bottler; and

(c) Other Information. With reasonable promptness such other financial information as the Company may reasonably request.

41 The Bottler shall maintain its books, accounts and records in accordance with generally accepted accounting principles and shall permit any person designated in writing by the Company to visit and inspect any of its properties, corporate books and financial records, and make copies thereof and take extracts therefrom, and to discuss the accounts and finances of the Bottler with the principal officers thereof, all at such times as the Company may reasonably request. The Company's rights of inspection under this paragraph 41 shall be exercised reasonably, and only for purposes of determining Bottler's compliance with its obligations under paragraph 19, so as not to interfere with the normal operation of the Bottler's business. The Company will treat and maintain as confidential for a period of one year all nonpublic financial information received from the Bottler.

42 The parties agree:

(a) The Existing Bottle Contracts identified on Schedule C are hereby amended, superseded and restated in their entirety, and all rights, duties and obligations of the Company and the Bottler regarding the Trademarks and the manufacture, packaging, distribution and sale of the Beverages in Authorized Containers shall be determined under this Agreement, without regard to the terms of any prior agreement and without regard to any prior course of conduct between the parties,

(b) As to all matters addressed herein, this Agreement sets forth the entire agreement between the Company and the Bottler, and all prior understandings, commitments or agreements relating to such matters between the parties or their predecessors-in-interest are of no force or effect, and

(c) Any waiver or modification of this Agreement or any of its provisions, and any notices given or consents made under this Agreement shall not be binding upon the Bottler or the Company unless made in writing, signed by an officer or other duly qualified and authorized representative of the Company or by a duly qualified and authorized representative of the Bottler, and personally delivered or sent by telegram, telex or certified mail to an officer or other duly qualified and authorized representative of the Company (if from the Bottler) or a duly qualified and authorized representative of the Bottler (if from the Company) at the principal address of such party.

43 Failure of the Company to exercise promptly any option or right herein granted or to require strict performance of any such option or right shall not be deemed to be a waiver of such option or right, or of the right to demand subsequent performance of any and all obligations herein imposed upon the Bottler.

44 The Company may delegate any of its rights, performance or obligations under this Agreement to any subsidiaries or affiliates of the Company upon notice to the Bottler, but no such delegation shall relieve the Company of its obligations hereunder.

45 If any provision of this Agreement, or the application thereof to any party or circumstance shall ever be prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision hereof, or the application of such provision to other parties or circumstances.

46 This Agreement shall be governed, construed and interpreted under the laws of the State of Georgia.

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

COCA-COLA
BOTTLING CO. CONSOLIDATED

By: /s/ James L. Moore
Title: President
Date: January 27, 1989

THE COCA-COLA COMPANY
COCA-COLA USA DIVISION

By: /s/ Charles Wallace
Title: Vice President
Date: January 24, 1989

SCHEDULE A

Beverages

The soft drink beverages listed below are subject to the terms and conditions of this Agreement.

1. Coca-Cola
2. Coca-Cola classic
3. cherry Coke
4. caffeine free Coca-Cola
5. diet Coke
6. caffeine free diet Coke
7. diet cherry Coke

SCHEDULE B

Trademarks

The following trademarks are owned by the Company and authorized for use by the Bottler subject to the terms and conditions of this Agreement.

Coca-Cola

Coca-Cola (Script)

Coke

Coca-Cola Bottle

Coca-Cola classic

Dynamic Ribbon

diet Coca-Cola

diet Coke

caffeine free Coca-Cola

caffeine free diet Coke

cherry Coke

diet cherry Coke

SCHEDULE C

Existing Bottle Contracts

The following agreements are all of the agreements pursuant to which the Bottler acts as a bottler of the Beverages ("Existing Bottle Contracts"). All of the following agreements, together with any and all amendments thereto, are amended, superseded and restated in their entirety.

Bottler's Contract (First Line)
Dated: June 15, 1928
Parties: The Coca-Cola Bottling Company and Charlotte Coca-Cola Bottling Company and consented to by The Coca-Cola Company

Bottler's Contract
Dated: April 1, 1974
Parties: Coca-Cola Bottling Co. (Thomas), Inc. and Coca-Cola Bottling Co. Consolidated

Amendment to Bottler's Contract
Dated: March 31, 1934
Parties: The Coca-Cola Bottling Company (A Tennessee Corporation), The Coca-Cola Bottling Company (A Delaware Corporation), The Charlotte Coca-Cola Bottling Co., and consented to by The Coca-Cola Company, a Tennessee corporation and The Coca-Cola Company, a Delaware corporation.

Steel Drum Letter
Dated: March 14, 1940
Parties: The Coca-Cola Company and Coca-Cola Bottling Company of Charlotte

Agreement Respecting Delivery of Coca-Cola Syrup (Bottlers) in Tank Trucks
Dated: September 28, 1964
Parties: The Coca-Cola Company and Greensboro Coca-Cola Bottling Co.

Agreement Respecting Delivery of Coca-Cola Syrup (Bottlers) in Tank Trucks
Dated: November 5, 1965
Parties: The Coca-Cola Company and The Capital Coca-Cola Bottling Co., Inc.

Agreement Respecting Delivery of Coca-Cola Syrup (Bottlers) in Tank Trucks
Dated: November 30, 1966
Parties: The Coca-Cola Company and Greensboro Coca-Cola
Bottling Co.

Agreement Respecting Delivery of Coca-Cola Syrup (Bottlers) in Tank Trucks
Dated: November 30, 1966
Parties: The Coca-Cola Company and Greensboro Coca-Cola
Bottling Co.

Agreement
Dated: December 1, 1966
Parties: Roanoke Coca-Cola Bottling Works, Inc.,
Martinsville Coca-Cola Bottling Company, Inc. and
Greensboro Coca-Cola Bottling Company

Amendment to First Line Bottler's Contract, Bottler's Pre-Mix
Contract and Contract for Allied Products (Substitution of Parties)
Dated: October 1, 1970
Parties: The Coca-Cola Company, The Charlotte Coca-Cola
Bottling Company and The Charlotte Coca-Cola Bottling Company

Amendment to First Line Bottler's Contract, Bottler's Pre-Mix
Contract and Contract for Allied Products (Substitution of Parties)
Dated: March 13, 1972
Parties: The Coca-Cola Company, The Charlotte Coca-Cola
Bottling Company and Coca-Cola Bottling Co. of Mid-Carolinas

Agreement Respecting Delivery of Coca-Cola Syrup (Bottlers) in Tank Trucks
Dated: January 15, 1974
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Amendment
Dated: January 15, 1974
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Amendment
Dated: October 26, 1978
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated (Danville, VA Territory)

Amendment
Dated: January 2, 1979
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Letter Agreement
Dated: April 20, 1979
Parties: The Coca-Cola Company, Coca-Cola Bottling Co.
Consolidated

Letter Agreement
Dated: April 20, 1979
Parties: The Coca-Cola Company, Coca-Cola Bottling Co.
Consolidated (Danville, VA Territory)

Letter Agreement
Dated: July 24, 1979
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Letter Agreement
Dated: July 24, 1979
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated (Danville, VA Territory)

Letter Agreement
Dated: February 8, 1980
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Temporary License Agreement
Dated: September 10, 1981
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

1983 Amendment
Dated: July 15, 1983
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated (Danville, VA Territory)

1983 Amendment
Dated: July 15, 1983
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Concentrate Amendment
Dated: August 18, 1983
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Cessation of Production Agreement
Dated: May 16, 1984
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated (Danville, VA Territory)

Temporary Amendment to 1983 Amendment-Maximum Low Calorie
Sweetener Element and Concentrate Discount
Dated: January 17, 1986
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated (Danville, VA Territory)

Temporary Amendment to 1983 Amendment-Maximum Low Calorie
Sweetener Element and Concentrate Discount
Dated: January 17, 1986
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Home Market Amendment
Dated: June 22, 1987
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated (Danville, VA Territory)

Home Market Amendment
Dated: June 22, 1987
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

Amendment to Temporary License Amendment
Dated: March 3, 1988
Parties: The Coca-Cola Company and Coca-Cola Bottling Co.
Consolidated

SCHEDULE D

Territories

The geographic areas described below define the Territory subject to the terms and conditions of the Agreement.

(Contract June 15, 1928
Amended and Redescribed
September 8, 1938)

All of Cleveland, Gaston, Lincoln, Iredell, Alexander, Rowan, Cabarrus, Stanley, Mecklenburg, and Union Counties, North Carolina. All of Davidson County, North Carolina except Abbotts Creek Township, Thomasville Township, Emmons Township, and that portion of Conrad Hill Township east of a line running due north, from the northwest corner of Emmons Township to the Thomasville Township boundary line. In Davie County, North Carolina, the Townships of Fulton and Shady Grove, and the Town of Cooleemee as established by the present property lines of the Erwin Mills in Davie County, and all territory within one-half mile of the north, south, east, and west property lines of the said Erwin Mills as now established.

That portion of Anson County, North Carolina, west of a line drawn due north and south thru the county, which line is one mile due east of the most easterly point in the present eastern boundary line of the town of Polkton. That portion of York County and Cherokee County, South Carolina, north of a line beginning at the southeast corner of Gaston County, North Carolina, and running southwestwardly in a straight line to the most southerly point in the southern boundary line of the Town of Clover in York County, South Carolina as said boundary was located in 1908, and including the Town of Clover as its corporate limits were defined in 1908; thence northwestwardly in a straight line to a point in the southwestern corner of the present boundary line of the Town of Grover in Cleveland County, North Carolina.

(Added October 31, 1973)

That portion of the State of South Carolina included within the following boundaries, to-wit: Beginning at the Northeast corner of Spartanburg County, South Carolina, and running Southeastwardly along the Cherokee-Spartanburg County Line to a point on said line which lies four and one-quarter (4-1/4) miles from the Northeast corner of Spartanburg County; thence Southwardly in a straight line to a point which lies one and one-half (1-1/2) miles measured perpendicularly from a point on the Cherokee-Spartanburg County Line which lies six and one-half (6-1/2) miles from the Northeast corner of said Spartanburg County (it being understood and agreed that Mary-Louise Mill and Mary Louise Mill Village, as the same existed November 20, 1952, including the store servicing this mill, is in the territory of Coca-Cola Bottling Company of Gaffney); thence Southeastwardly in a straight line to a point on the Cherokee-Spartanburg County Line which lies nine and one half (9-1/2) miles from the Northeast corner of said Spartanburg County; thence Southwardly along the Cherokee-Spartanburg County Line to a point which lies two and eleven-sixteenths (2-11/16) miles from the intersection of Union, Spartanburg, and Cherokee Counties; thence Northeastwardly in a straight line drawn perpendicularly from the last named point for a distance of two and one-fourth (2-

1/4) miles; thence Southwardly to the intersection of Spartanburg, Cherokee and Union Counties; (it being understood and agreed that the store now occupied by R. R. Brown is in the territory of Union Coca-Cola Bottling Company); thence Southeastwardly along the Union-Cherokee County Line to the Southeast corner of Cherokee County; thence Northwardly along the Western boundary of York County to a point on said boundary due northwest of the Town of Smyrna in York County; thence in a Southeasterly direction in a straight line to but not including Smyrna; thence in a Northeasterly direction in a straight line to and including Bethel Church; thence in a Westerly direction in a straight line to the most Southerly point in the Southern boundary line of the Town of Clover as said boundary was located in 1908, and not including the Town of Clover as its corporate limits were defined in 1908; thence Northwestwardly in a straight line toward the Southwestern corner of the boundary line of the Town of Grover in Cleveland County, North Carolina, (as the same existed on September 8, 1938) to the South Carolina-North Carolina State Line; thence Westwardly along the Northern boundary of Cherokee County to the Northeast corner of Spartanburg County, said point of beginning.

AND ALSO:

That portion of the State of South Carolina included within the following boundaries, to-wit: Beginning at a point on the Cherokee-Spartanburg County Line which lies two and eleven-sixteenth a (2-11/16) miles from the intersection of Union, Spartanburg and Cherokee Counties and running Southwestwardly in a straight line and parallel to the Union-Spartanburg County Line for a distance of three and one-half (3-1/2) miles; thence Southeastwardly in a straight line to a point on the Union-Spartanburg County Line which lies three and one-half (3-1/2) mites from the intersection of Union, Spartanburg and Cherokee Counties; thence Southwardly along the Union-Spartanburg County Line to the intersection of Union, Laurens, and Spartanburg Counties; thence Southeastwardly along the Laurens-Union County Line to the intersection of Laurens, Union and Newberry Counties; thence Southwardly along the Union-Newberry County line to a point on the Union-Newberry County Line which lies one and one-half (1-1/2) miles North of the Seaboard Airline Railway; thence Northeastwardly running parallel to and one-half mile North of the Seaboard Airline Railway to the Union-Chester County Line; thence Northwardly along the Union-Chester County Line to the intersection of Union, York and Chester Counties; thence continuing Northwardly along the Union-York County Line to the intersection of Union, Cherokee and York Counties; thence Northwestwardly along the Union-Cherokee County Line to the intersection of Union, Spartanburg and Cherokee Counties; thence Northwardly in a straight line to a point which lies two and one-fourth (2-1/4) miles measured perpendicularly from a point on the Spartanburg-Cherokee County Line which lies two and eleven-sixteenths (2-11/16) miles from the intersection of Spartanburg, Cherokee and Union Counties (it being understood and agreed that the store now occupied by R. R. Brown is included within the above described territory); thence Southwestwardly in a straight line to said point on the Spartanburg-Cherokee County Line which lies two and eleven-sixteenths (2-11/16) miles from the intersection of Spartanburg, Cherokee and Union Counties, said point of beginning.

Attached hereto and made a part hereof are photostatic copies of portions of General Highway Transportation Maps of Spartanburg and Cherokee Counties on which portions of the above described lines are drawn in red.

(Added April 1, 1974 with notations of certain prior deletions)

GREENSBORO, NORTH CAROLINA's ORIGINAL TERRITORY
(As set out in Contract of February 26, 1937)

The town of Kernersville in Forsyth County, the town of Prospect Hill in Caswell County, North Carolina, and that portion of the State of North Carolina included within the following boundaries, to-wit:

Beginning at the northwest corner of Guilford County; thence running east along the northern boundary of said county to the southwest corner of New Bethel township in Rockingham County; thence north along the western boundary of New Bethel township to its intersection with the eastern boundary of Mayo township; thence northeastwardly along the eastern boundary of Mayo township to the point of intersection with a straight line extending from a point one mile south of the town of Price, to a point one mile south of the town of Leaksville; thence southeastwardly along said line to said point one mile south of Leaksville; thence eastwardly in a straight line to a point one mile south of Ruffin, North Carolina, thence southeastwardly to a point one mile south of the town of Blackwells, North Carolina; thence eastwardly in a straight line toward a point one mile south of the town of Yanceyville, to the eastern boundary of Locust Hill township; thence southwardly along the eastern boundaries of Locust Hill and Stony Creek townships to the northern line of Alamance County; thence west along the northern line of Alamance County to the northwest corner of said county; thence south along the western line of said county to its southwest corner; thence east along the southern line of said county to its southeast corner; thence north along the eastern line of said county to its northeast corner; thence east along the southern line of Caswell County to the southeast corner of Caswell County; thence southeastwardly in a straight line to a point on the Southern Railway one-half way between the town of Hillsboro and University Station; thence in a southwesterly direction in a straight line to but not including the town of Bynum in Chatham County; thence southwardly in a straight line to and including the town of Cumnock in Lee County; thence south in a straight line to but not including Lemon Springs; thence due west to the western boundary of Lee County; thence northwestwardly along the Lee-Moore County line to Deep River; thence southwestwardly in a straight line to the southwest corner of Deep River township in Moore County; thence continuing southwestwardly in a straight line to a point on the west line of Carthage township which is equi-distant from the northwest and southwest corners of said township; thence westwardly in a straight line to a point on the N. & S. R. R. midway between the towns of Biscoe and Candor; thence due west to the eastern boundary of Troy township; in Montgomery County; thence south along the eastern line of Troy township to its southeast corner; thence east to the northeast corner of Cheek Creek township; thence south along the east line of Cheek Creek township to the south line of Montgomery County; thence westwardly along the south line of Montgomery County to the southwest corner of Montgomery County; thence northwardly along the west line of said County to the northwest corner of said County; thence east along the north line of said County to the southeast corner of Davidson County; thence north along the east line of Davidson County to the southeast corner of Emmons township in Davidson County; thence westwardly and northwardly along the southern and western line of Emmons township to the northwest corner of said township; thence due north in a straight line to the south line of Thomasville township; thence westwardly along the south line of Thomasville township to the southwest corner of said township; thence northwardly and eastwardly along the west and north lines of Thomasville township to the west line of Guilford

County; thence northwardly along the west line of Guilford County to the northwest corner of said County, the point of beginning.

(All references to Cities and Towns are as they existed on February 26, 1937)

LESS AS
DELETED (Added to Burlington, North Carolina's Contract as of January 15, 1940)

The town of Prospect Hill in Caswell County North Carolina; and that part of Orange County, North Carolina, west of a line described as follows: Beginning at the southeast corner of Caswell County; thence southeastwardly in a straight line to a point on the Southern Railway one-half way between the town of Hillsboro and University Station; thence in a southwesterly direction in a straight line, toward the town of Buynum to the southern line of Orange County.

LESS AS
DELETED (Added to Winston-Salem, North Carolina's Contract as of June 1, 1949)

In the County of Forsyth, North Carolina, the Town of Kernersville.

(All references to Cities and Towns are as they existed on February 26, 1937)

AND ALSO

BURLINGTON, NORTH CAROLINA'S ORIGINAL TERRITORY:
(As set out in Contract of February 26, 1937)

All of Alamance County, North Carolina; also that part of the townships of Yanceyville and Leasburg in Caswell County, North Carolina, lying south of a line extending across said townships from a point one mile south of the town of Blackwells, North Carolina; thence in a straight line to a point one mile south of the town of Yanceyville; thence in a straight line to a point on the eastern boundary line of Caswell County one mile south of the town of Leasburg; also all of Anderson and Hightowers townships in said county except the town of Prospect Hill.

(All references to Cities and Towns are as they existed on February 26, 1937)

AND ALSO
ADDED (Acquired from Greensboro, North Carolina, as of January 15, 1940)

The town of Prospect Hill in Caswell County, North Carolina; and that part of Orange County, North Carolina, west of a line described as follows: Beginning at the southeast corner of Caswell County; thence southeastwardly in a straight line to a point on the Southern Railway one-half way between the town of Hillsboro and University Station: thence in a southwesterly direction in a straight line; toward the town of Buynum, to the southern line of Orange County.

(All references to Cities and Towns are as they existed on February 26, 1937)

AND ALSO

WINSTON-SALEM, NORTH CAROLINA'S ORIGINA L TERRITORY
(As set out in Contract of February 26, 1937)

All of Abbots Creek Township in Davidson County, North Carolina, all of Surry County, North Carolina, except the towns of Elkin and Crutchfield; all of Stokes County, North Carolina; all of Forsyth County, North Carolina, except the town of Kernersville; all of Davie County, North Carolina, except the town of Cooleemee, territory within a quarter of a mile from the town of Cooleemee, and the townships of Fulton and Shady Grove; in Rockingham County, all the townships of Huntsville and Madison, and all of the townships of Mayo and Price lying south of a straight line extending from a point on the Virginia — North Carolina line west of the town of Price, North Carolina, and running southeastwardly through a point one mile south of Price and to a point one mile south of Leaksville, North Carolina.

That portion of Yadkin County, North Carolina lying east of a line running from the point of intersection of Iredell, Davie and Yadkin lines to a point one-fourth mile due east of the town of Footville, thence northwardly in a straight line to a point one mile due west of the present city limits of Yadkinville; thence northwardly in a straight line to a point one mile due west of the present city limits of Boonville; thence due north to the northern boundary of Yadkin County.

(All references to Cities and Towns are as they existed on February 26, 1937)

LESS AS
DELETED (Added to Charlotte, North Carolina, Contract as of April 6, 1937)

The town of Cooleemee, as established by the present property lines of the Erwin Mills in Davie County, and all territory within one-half mile of the north, south, east, and west property lines of the said Erwin Mills.

AND ALSO
ADDED (Acquired from Greensboro, North Carolina, as of June 1, 1949)

In the County of Forsyth, North Carolina, the Town of Kernersville.

(All references to Cities and Towns are as they existed on February 26, 1937)

AND ALSO

RALEIGH, NORTH CAROLINA'S ORIGINAL TERRITORY
(As set out in Contract of August 6, 1930)

The town of Raleigh and all the territory East, North and South within a radius of fifty miles, and the following territory towards Greensboro on the Southern Road to University Station, on the Southern Road to Claranden (Clarendon) and on the Seaboard Air Line towards Hamlet as far as Lemon Springs.

1. (SANFORD, N. C.): Part of the above territory is covered by a sub-bottler's contract dated August 1, 1916, for Sanford, N.C. Said Sanford, N.C., and the territory covered by said contract, described as follows, to wit:

The County of Lee, Harnett County south of Cape Fear River, now owned by the Raleigh Coca-Cola Bottling Company of Raleigh, N. C., and the part of Chatham County, south of Haw River, now owned by the Raleigh Coca-Cola Bottling Company of Raleigh, N. C., including the town of Buynum (Bynum).

is subject to the terms of said sub-bottler's contract.

2. (DUNN, N. C.): Part of the above territory is covered by a sub-bottler's contract dated the 10th day of November, 1925, for Dunn, N.C. Said Dunn, N, C., and the territory covered by said contract, described as follows, to wit:

Beginning at the intersection of the Atlantic Coast Line R. R. and the Harnett and Cumberland County line, thence westward with the Harnett County line to a point where the Cape Fear River enters Cumberland County, thence up the Cape Fear River with the eastern bank to a point where the Norfolk & Southern R. R. crosses the Cape Fear River, thence in a straight line northeastwardly to a point on the Durham and Southern R. R. one mile south of Angier, thence to a point on contact or intersection of Wake, Harnett and Johnson County lines, thence in a straight line eastward to a point where the Atlantic Coast Line R. R. crosses the Neuse River, thence in a straight line to a point of contact or intersection of Johnson, Wayne and Sampson counties, thence with the Johnson and Harnett County lines to the beginning. Also including all territory in Cumberland and Sampson counties within a radius of 50 miles of Raleigh, N. C. as covered by Raleigh Coca-Cola Bottling Co.'s contract.

Is subject to the terms of said sub-bottler's contract.

LESS:

3. WILSON, N. C, territory, which territory was covered by contract dated July 20, 1909, described as follows, to wit:

The town of Wilson, North Carolina, together with all of the towns in North Carolina named below and all that section of territory included within a boundary line passing through said towns in order mentioned, Baca, Red Oak, Oakland, Bunn, Sutton, Middlesex, Micoe, Pinelevel, Oliver, Beasley, Rosinhill, Dudley, Moyton, Wilbanks, Medora and Baca.

LESS:

4. DURHAM, N. C., territory, which territory was covered by contract with Durham dated February 3, 1911, as amended and revised by contract dated October 31, 1929, described as follows, to wit:

Beginning at a point on the Southern Railway half-way between University Station and Hillsboro; and running to the Southwest corner of Person County; thence along the Western boundary of Person County to a point one mile south of the Southern Railway (Atlantic & Danville Division); thence parallel to and one mile south of this railroad in a northeastwardly direction to the Northern boundary of Person County; thence along this county line to the Person-Granville county line; thence south along this line to a point one mile south of Holloway Mines, N.C.; thence northeastwardly to the northeast corner of Granville County; thence to and including the town of Ridgeway; thence south to an arc of a circle of fifty miles radius from Raleigh, N.C.; thence southeast along said arc to and including the town of Creek, on Fishing Creek; thence south to and

including Inez; thence southwest to a point in Franklin County two miles north of Louisburg; thence west to a point in Franklin County two miles north of Franklinton; thence to a point five miles east of Creedmoor; thence to a point one mile west of Leesville; thence to and including Morrisville; thence to and including Upchurch; thence to and including Ebeneezer, on the Norfolk & Southern Railroad; thence north along the Norfolk & Southern Railroad to the station of Seaforth; thence west to a point half-way between Seaforth and Bynum; thence north to a point on the Southern Railway half-way between University Station and Hillsboro, the point of beginning.

PLUS (As included under Raleigh's Bottler's Contract on October 11, 1938)

All territory in Franklin County, North Carolina south of a line running from a point five miles east of the town of Creedmoor in Granville County eastwardly in a straight line to a point two miles north of the town of Franklinton in Franklin County; thence eastwardly in a straight line to a point two miles north of the town of Louisburg; thence northeastwardly in a straight line to and including the town of Inez in Warren County. (Not already covered by Raleigh's contract, dated August 6, 1930.)

LESS (As surrendered by Raleigh on October 11, 1938)

That portion of Nash County, North Carolina which is within 50 miles of the City of Raleigh, North Carolina.

LESS (As surrendered by Raleigh on May 15, 1957)

That portion of the State of North Carolina, lying within the following described boundaries, to-wit:

Beginning at the intersection of Johnston, Wayne and Sampson Counties, and running Southwardly in a straight line to a point two-tenths (2/10) of one (1) mile Northwest of Monk's Crossroads on United States Highway Number 701; thence continuing in a Southwardly direction in a straight line to a point where the arc of a circle, having a radius of fifty (50) miles measured from the Triangulation Station Number Two (2) located on top of the Security Bank Building in Raleigh, North Carolina, crosses the Great Coharie Creek in Sampson County; thence continuing clockwise along said arc of a circle, having a radius of fifty (50) miles measured from the Triangulation Station Number Two (2) located on top of the Security Bank Building in Raleigh, North Carolina, to its intersection with the Hoke County line; thence Northwardly along the Hoke-Cumberland County line to the point of intersection of Harnett, Cumberland and Hoke Counties; thence Northeastwardly along the Harnett-Cumberland County line to its intersection with the Cape Fear River; thence Northwardly along the Eastern bank of Cape Fear River to a point where the Norfolk & Southern Railroad crosses the Cape Fear River; thence in a straight line Northeastwardly to a point on the Durham and Southern Railroad one (1) mile South of Angier; thence Northeastwardly in a straight line to the intersection of Wake, Harnett and Johnston Counties; thence Eastwardly in a straight line to a point where the Atlantic Coast Line Railroad crosses the Neuse River, said point lying in Johnston County, thence Southwardly in a straight line to a point of contact or intersection of Johnston, Wayne and Sampson Counties, said point of beginning.

(Added May 1, 1978)

That portion of the States of North Carolina and South Carolina included within the following boundaries: Beginning at and including the Town of Middendorf, in Chesterfield County, South

Carolina, and running Northeastwardly in a straight line to but not including the Town of Cash, thence Southeastwardly in a straight line to but not including the Town of Marlboro, thence Northeastwardly in a straight line through a point on the S.A.L. Railroad midway between the Towns of McColl and Clio to the North Carolina-South Carolina State line; thence Southeastwardly along said North Carolina-South Carolina State line to a point where the projection of a straight line drawn from but not including Red Springs, Robeson County, North Carolina, to the Eastern boundary (as the same existed on February 19, 1932) of the Town of Red Banks (a station on the S.A.L.R.R.) intersects said North Carolina-South Carolina State line; thence Northwardly along said projection and said straight line drawn from but not including Red Springs to the Eastern boundary (as the same existed on February 19, 1932) of the Town of Red Banks to but not including said Town of Red Springs; thence along the West side of North Carolina State Highway No. 70, including all territory on the West side of said Highway, to a point where the dividing line between Hoke and Robeson Counties crosses said North Carolina State Highway No. 70, thence Northwardly along the Eastern boundary of Hoke County so as to include all of said Hoke County to the intersection of Hoke, Moore, and Harnett Counties; thence Northeastwardly and Northwestwardly along the Northeastern boundary of Moore County to the point where Deep River first touches the Lee-Moore County line; thence Southwestwardly in a straight line to the Southwest corner of Deep River Township, in Moore County, thence continuing Southwestwardly in a straight line to a point on the West line of Carthage Township, which is equidistant from the Northwest and Southwest corners of said township; thence Westwardly in a straight line to a point on the N. & S R.R. midway between the Towns of Biscoe and Candor; thence due West to the Eastern boundary of Troy Township, in Montgomery County, thence South along the Eastern line of Troy Township to its Southeast corner; thence East to the Northeast corner of Cheek Creek Township, thence South along the East line of Cheek Creek Township to the South line of Montgomery County; thence Westwardly along the South line of Montgomery County to the Southwest corner of Montgomery County, thence Westwardly along the Stanly-Anson County line to a point which lies due North of a point one (1) mile due East of the most Eastern point in the Eastern boundary line of the Town of Polkton (as the same existed on the 8th day of September, 1938); thence due South through said point one (1) mile due East of the most Easterly point in the Eastern boundary of said Town of Polkton to the North Carolina-South Carolina State line, thence Eastwardly along said North Carolina-South Carolina State line to a point on said line due North of the Town of Chesterfield, in Chesterfield County, South Carolina; thence Southwardly in a straight line to and including the Town of Middendorf, said point of beginning.

(All points referred to above, unless specifically indicated, are as the same existed on December 21, 1948.)

(Deleted December 6, 1984)

All of Thomasville Township and all of Emmons Township and that portion of Conrad Hill Township east of a line running due north from the northwest corner of Emmons Township to the Thomasville Township line, all lying in Davidson County, North Carolina.

(Deleted January 1, 1985)

All of Lincoln County, North Carolina. That portion of Gaston County, North Carolina lying within the following boundaries:

Beginning at a point, the southeast corner of Lincoln County, and running in a southwesterly direction in a straight line to the southeast corner of the present boundary line of the Town of Stanley, North Carolina, and including the Town of Stanley, North Carolina; thence west, north and east with the present boundary lines of the Town of Stanley, North Carolina to a point in the present northern boundary line of the Town of Stanley, which point is one-fourth mile west of the center line of the Seaboard Airline Railway right of way; thence northwestwardly, running parallel to and one-fourth of a mile west of the Seaboard Airline Railway (between Stanley and Lincolnton) to the southern boundary line of Lincoln County; thence in an easterly direction following said Lincoln County line to the point of beginning.

(Deleted February 1, 1985)

Territory described in the Sub-Bottler's Contract dated January 1, 1938 between Greensboro Coca-Cola Bottling Co. and Biscoe Coca-Cola Bottling Co., Inc. (incorrectly referred to as Biscoe Coca-Cola Bottling Company, Incorporated), described therein as follows:

That portion of the State of North Carolina included within the following boundaries:

Beginning at the point on the Moore-Lee county line where Deep River first touches said county line and running southwestwardly in a straight line to the southwest corner of Deep River township in Moore County; thence continuing southwestwardly in a straight line to a point on the west line of Carthage township which is equidistant from the northwest and southwest corners of said township; thence westwardly in a straight line to a point on the N. & S. R. R. midway between the towns of Biscoe and Candor; thence due west to the eastern boundary of Troy township in Montgomery County; thence south along the eastern line of Troy township to its southeast corner; thence east to the northeast corner of Cheek Creek township; thence south along the east line of Cheek Creek township to the south line of Montgomery County; thence westwardly along the south line of Montgomery County to the southwest corner of Montgomery County; thence northwardly along the west line of said county to the northwest corner of said county; thence east along the north line of said county to the southeast corner of Davidson County; thence east along the south line of Randolph County to the northeast corner of Eldorado township: thence in a southeasterly direction in a straight line to a point midway between the towns of Ether and Star; thence in a northeasterly direction in a straight line to a point on the northern boundary of Moore County due south of Maffit, a town in Randolph County; thence eastwardly along the northern boundary of Moore County to the western boundary of Lee County; thence south along the Moore-Lee county line to the point on the Moore-Lee county line where Deep River first touches said county line, the point of beginning, excepting from said territory, however, the town of Carbonton.

(Deleted February 1, 1985)

That portion of the State of North Carolina included within the following boundaries: Beginning at the Southeast corner of Montgomery County and running Southeastwardly along the Moore-Richmond County line to the Southernmost corner of Moore County; thence Southeastwardly, Northeastwardly and Northwestwardly around the Southern, Eastern and Northern boundaries of Hoke County so as to include all of said Hoke County to the intersection of Hoke, Moore, and Harnett Counties; thence Northeastwardly and Northwestwardly along the Northeastern boundary of Moore County to the point where Deep River first touches the Lee-Moore County line; thence

Southwestwardly in a straight line to the Southwest corner of Deep River Township, in Moore County; thence continuing Southwestwardly in a straight line to a point on the West line of Carthage Township, which is equidistant from the Northwest and Southwest corners of said township; thence Westwardly in a straight line to a point on the N. & S. R. R. midway between the Towns of Biscoe and Candor; thence due West to the Eastern boundary of Troy Township, in Montgomery County; thence South along the Eastern line of Troy Township to its Southeast corner; thence East to the Northeast corner of Cheek Creek Township; thence South along the East line of Cheek Creek Township to the South line of Montgomery County; thence Eastwardly along the Southern boundary of Montgomery County to the Southeast corner of Montgomery County, said point of beginning.

(Deleted September 22, 1986)

IN THE STATE OF NORTH CAROLINA:

All of Lincoln County, North Carolina. That portion of Gaston County, North Carolina lying within the following boundaries:

Beginning at a point, the southeast corner of Lincoln County, and running in a southwesterly direction in a straight line to the southeast corner of the present boundary line of the Town of Stanley, North Carolina, and including the Town of Stanley, North Carolina; thence west, north and east with the present boundary lines of the Town of Stanley, North Carolina to a point in the present northern boundary line of the Town of Stanley, which point is one-fourth mile west of the center line of the Seaboard Airline Railway right of way; thence northwestwardly, running parallel to and one-fourth of a mile west of the Seaboard Airline Railway (between Stanley and Lincolnton) to the southern boundary line of Lincoln County; thence in an easterly direction following said Lincoln County line to the point of beginning.

(Said points are as same existed on November 11, 1938.)

(Danville, Virginia territory — Contract April 1, 1974)

"In the Cities of Danville, South Boston, Chase City, Va., and Leaksville, N. C, and the following territory in the State of Virginia, to wit: That part of Pittsylvania County, Virginia, that is colored green and lies East of the line indicated on the map attached hereto, marked "Schedule A" and made a part hereof; all points on the line of railroad running from, and including, the towns of Boydton and Keysville to Danville; at all points on the Norfolk & Western Ry. from South Boston, Va., to the south side of the Staunton River; all points in Charlotte County, Va.; the town of Biery in Prince Edwards County, and all other territory in the State of Virginia within fifty (50) miles of the City of Danville, Va., except all such other territory within fifty miles of Roanoke, Va., not specifically included in the above description. All points within fifty one (51) miles of Richmond, Va., are specifically excluded from this contract. The following territory in the State of North Carolina is included in this contract, to wit: Those points in the State of North Carolina lying north of a direct line beginning at a point one mile south of Price; thence in a southeastwardly direction to a point one mile south of Leaksville; thence to a point one mile south of Ruffin; thence southeastwardly to a point one mile south of Blackswell in Caswell County; thence to a point one mile south of Yanceyville (but it is understood that N. W. Miles Store, in Caswell County is not included in this contract); thence to a point one mile south of Leasburg; thence north along the Caswell-Person County line to a point one mile south of the Southern Railway (Atlantic & Danville Division) at Semora; thence parallel to and one mile south of this railroad in a northeastwardly direction to the northern boundary of Person County; thence along this county line to the Person-Granville County line; thence south along this line to a point one mile south of Holloway Mines, N.C.; thence northeastwardly to the northeast corner of Granville County. This contract does not include any point that is within 100 miles of Charlotte, N.C."

TYPE: REFILLABLE BOTTLES

Schedule E

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCE MAJ. DIAMETER	TOLERANCE HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
Coca-Cola	Crown	6.5 oz.	13 oz.	7.750"	2.237"	+.047-.031	± .047	1.953	7104-04	a
Coca-Cola	Crown & 28mm	10 oz.	15 oz.	9.956"	2.391"	+.062-.047	± .062	2.203	7108-03	a,c
Coca-Cola	Crown & 28mm	300 mL	11 oz.	8.267"	2.401"	+.062-.031	± .062	1.693	7109-007	a,c
Coca-Cola	Crown & 28mm	12 oz.	16 oz.	9.656"	2.580"	+.062-.047	± .062	2.203	7111-03	a,c
Coca-Cola	Crown & 28mm	500 mL	15 oz.	9.956"	2.781"	± .062	± .062	1.703	7100-R14	a,c
Coca-Cola	Crown & 28mm	16 oz.	17 oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a,c
Coca-Cola	Crown	26 oz.	26 oz.	11.703"	3.328"	± .062	± .078	2.576	7110-02	a
Coca-Cola	28mm	32 oz.	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7110-01	c
Coca-Cola	28mm	1 Liter	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
Coca-Cola	38mm	1 Liter	32 oz.	11.125"	3.656"	± .078-.062	± .078	1.797	7118-35	d
Coca-Cola	28mm	36 oz.	34 oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c
Coca-Cola classic	Crown	6.5 oz.	13 oz.	7.750"	2.237"	+.047-.031	± .047	1.953	7104-04	a
Coca-Cola classic	Crown & 28mm	10 oz.	15 oz.	9.956"	2.391"	+.062-.047	± .062	2.203	7108-03	a,c
Coca-Cola classic	Crown & 28mm	300 mL	11 oz.	8.267"	2.401"	+.062-.031	± .062	1.693	7109-007	a,c
Coca-Cola classic	Crown & 28mm	12 oz.	16 oz.	9.656"	2.580"	+.062-.047	± .062	2.203	7111-03	a,c
Coca-Cola classic	Crown & 28mm	500 mL	15 oz.	9.956"	2.781"	± .062	± .062	1.703	7100-R14	a,c
Coca-Cola classic	Crown & 28mm	16 oz.	17 oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a,c
Coca-Cola classic	Crown	26 oz.	26 oz.	11.703"	3.328"	± .062	± .078	2.576	7110-02	a
Coca-Cola classic	28mm	32 oz.	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7110-01	c
Coca-Cola classic	28mm	1 Liter	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
Coca-Cola classic	38mm	2 Liter	32 oz.	11.125"	3.656"	± .078-.062	± .078	1.797	7118-35	d
Coca-Cola classic	28mm	36 oz.	34 oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c

May, 1996

* S.C. authorized only.

TYPE: REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCE MAJ. DIAMETER	TOLERANCE HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
C.F. Coca-Cola	Crown & 28mm	10 oz.	15 oz.	9.656"	2.391"	+.062-.047	± .062	2.203	7108-03	a,c
C.F. Coca-Cola	Crown & 28mm	300mL	11 oz.	8.267"	2.401"	+.062-.031	± .062	1.693	7109-007	a,c
C.F. Coca-Cola	Crown & 28mm	12 oz.	16 oz.	9.656"	2.580"	+.062-.047	± .062	2.203	7111-03	a,c
C.F. Coca-Cola	Crown & 28mm	500mL	15 oz.	9.656"	2.781"	+.062	± .062	1.703	7100-R14	a,c
C.F. Coca-Cola	Crown & 28mm	16 oz.	17 oz.	11.125"	2.635"	±.062-.047	± .078	2.203	7113-03	a,c
C.F. Coca-Cola	Crown	26 oz.	26 oz.	11.703"	3.328"	±.062	± .078	2.576	7110-02	a
C.F. Coca-Cola	28mm	32 oz.	32 oz.	11.703"	3.656"	±.078-.062	± .078	2.578	7110-01	c
C.F. Coca-Cola	28mm	1 Liter	32 oz.	11.703"	3.656"	±.078-.062	± .078	2.578	7118-R31	c
C.F. Coca-Cola	38mm	1 Liter	32 oz.	11.125"	3.656"	±.078-.062	± .078	1.797	7118-35	d
C.F. Coca-Cola	28mm	36 oz.	34 oz.	12.375"	3.656"	±.062	± .094	2.203	7323-03*	c
diet Coke	Crown & 28mm	10 oz.	15 oz.	9.656"	2.391"	+0.62-.047	± .062	2.203	7108-03	a,c
diet Coke	Crown & 28mm	300mL	11 oz.	8.267"	2.401"	+.062-.031	± .062	1.693	7109-007	a,c
diet Coke	Crown & 28mm	12 oz.	16 oz.	9.656"	2.580"	+.062-.047	± .062	2.203	7111-03	a,c
diet Coke	Crown & 28mm	500mL	15 oz.	9.656"	2.781"	+.062	± .062	1.703	7100-R14	a,c
diet Coke	Crown & 28mm	16 oz.	17 oz.	11.125"	2.635"	±.062-.047	± .078	2.203	7113-03	a,c
diet Coke	28mm	32 oz.	32 oz.	11.703"	3.656"	±.078-.062	± .078	2.570	7110-01	c
diet Coke	28mm	1 Liter	32 oz.	11.703"	3.656"	±.078-.062	± .078	2.570	7118-R31	c
diet Coke	38mm	1 Liter	32 oz.	11.125"	3.656"	±.078-.062	± .078	1.797	7118-35	d
diet Coke	Crown	26 oz.	26 oz.	11.703"	3.359"	±.062	± .078	2.562	17001	a
diet Coke	28mm	36 oz.	34 oz.	12.375"	3.656"	±.062	± .094	2.203	7323-03*	c

* S.C. authorized only.

TYPE: REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCE MAJ. DIAMETER	TOLERANCE HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
C F diet Coke	Crown & 28mm	10 oz.	15 oz.	9.956"	2.391"	+ .062-.047	± .062	2.203	7108-03	a,c
C F diet Coke	Crown & 28mm	300 mL	11 oz.	8.267"	2.401"	+ .062-.031	± .062	1.693	7109-007	a,c
C F diet Coke	Crown & 28mm	12 oz.	16 oz.	9.656"	2.580"	+ .062-.047	± .062	2.203	7111-03	a,c
C F diet Coke	Crown & 28mm	500 mL	15 oz.	9.956"	2.781"	± .062	± .062	1.703	7100-R14	a,c
C F diet Coke	Crown & 28mm	16 oz	17 oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a,c
C F diet Coke	28mm	32 oz.	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7110-01	c
C F diet Coke	28mm	1 Liter	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
C F diet Coke	38mm	1 Liter	32 oz.	11.125"	3.656"	± .078-.062	± .078	1.797	7118-35	d
C F diet Coke	Crown	26 oz.	26 oz.	11.703"	3.359"	± .062	± .078	2.562	17001	a
C F diet Coke	28mm	36 oz.	34 oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c
Cherry Coke	Crown & 28mm	10 oz.	15 oz	9.956"	2.391"	+ .062-.047	± .062	2.203	7108-03	a,c
Cherry Coke	Crown & 28mm	300 mL.	11 oz.	8.267"	2.401"	+ .062-.031	± .062	1.693	7109-007	a,c
Cherry Coke	Crown & 28mm	12 oz.	16 oz.	9.656"	2.580"	+ .062-.047	± .062	2.203	7111-03	a,c
Cherry Coke	Crown & 28mm	500 mL	15 oz.	9.956"	2.781"	± .062	± .062	1.703	7100-R14	a,c
Cherry Coke	Crown & 28mm	16 oz	17 oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a,c
Cherry Coke	28mm	32 oz.	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7110-01	c
Cherry Coke	28mm	1 Liter	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
Cherry Coke	38mm	1 Liter	32 oz.	11.125"	3.656"	± .078-.062	± .078	1.797	7118-35	d
Cherry Coke	Crown	26 oz	26 oz.	11.703"	3.359"	± .062	± .078	2.562	17001	a
Cherry Coke	28mm	36 oz	34 oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c
diet Cherry Coke	Crown & 28mm	10 oz.	15 oz.	9.956"	2.391"	+ .062-.047	± .062	2.203	7108-03	a,c
diet Cherry Coke	Crown & 28mm	300 mL.	11 oz.	8.267"	2.401"	+ .062-.031	± .062	1.693	7109-007	a,c
diet Cherry Coke	Crown & 28mm	12 oz.	16 oz.	9.656"	2.580"	+ .062-.047	± .062	2.203	7111-03	a,c
diet Cherry Coke	Crown & 28mm	500 mL.	15 oz.	9.956"	2.781"	± .062	± .062	1.703	7100-R14	a,c
diet Cherry Coke	Crown & 28mm	16 oz.	17 oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a,c
diet Cherry Coke	28mm	32 oz.	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7110-01	c
diet Cherry Coke	28mm	1 Liter	32 oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
diet Cherry Coke	38mm	1 Liter	32 oz.	11.125"	3.656"	± .078-.062	± .078	1.797	7118-35	d
diet Cherry Coke	Crown	26 oz.	26 oz.	11.703"	3.359"	± .062	± .078	2.562	17001	a
diet Cherry Coke	28mm	36 oz.	34 oz.	12.376"	3.656"	± .062	± .094	2.203	7323-03*	c

* S.C. authorized only.

TYPE: REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCE MAJ. DIAMETER	TOLERANCE HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
TAB	Crown	7 oz.	13 oz.	7.750"	2.328"	+ .047- .031	± .047	1.953	7216-01	a
TAB	Crown & 28mm	10 oz.	15 oz.	9.956"	2.360"	+ .047- .031	+ .062	2.203	7218-02	a, c
TAB	Crown & 28mm	16 oz.	17 oz.	11.125"	2.635"	+ .062- .047	± .078	2.203	7220-02	a, c
TAB	Crown & 28mm	500 mL	15 oz.	9.956"	2.781"	± .062	±.062	1.703	7291-003	a, c
TAB	28mm	32 oz.	32 oz.	11.703"	3.656"	+ .078- .062	±.078	2.578	7288-02	c
TAB	28mm	1 Liter	32 oz.	11.703"	3.656"	+ .078- .062	±.078	2.578	7222-006	c
TAB	38mm	1 Liter	32 oz.	11.125"	3.656"	+ .078- .062	±.078	1.797	7222-04	d
TAB	28mm	36 oz.	34 oz.	12.375"	3.656"	± .062	±.094	2.203	7369-1*	c
CF TAB	Crown & 28mm	10 oz	15 oz	9.956"	2.360"	+ .047- .031	±.062	2.203	7218-02	a, c
CF TAB	Crown & 28mm	16 oz	17 oz.	11.125"	2.635"	+ .062- .047	±.078	2.203	7220-02	a, c
CF TAB	Crown & 28mm	500 mL	15 oz	9.956"	2.781"	±.062	±.062	1.703	7291-003	a, c
CF. TAB	28mm	32 oz.	32 oz.	11.703"	3.656"	+.078- .062	±.078	2.578	7288-02	c
CF TAB	28mm	1 Liter	32 oz.	11.703"	3.656"	+.078- .062	±.078	2.578	7222-006	c
CF TAB	38mm	1 Liter	32 oz.	11.125"	3.656"	+.078- .062	±.078	1.797	7222-04	d
Sprite	Crown	7 oz	13 oz.	7.750"	2.344"	+ .047- .031	±.047	1.953	7119-04	a
Sprite	Crown & 28mm	10 oz	15 oz.	9.656"	2.355"	+ .047- .031	±.062	2 203	7203-02	a, c
Sprite	Crown & 28mm	16 oz	18 oz.	11.125"	2.635"	+ .062- .047	±.078	2.203	7207-04	a, c
Sprite	Crown & 28mm	500 mL	15 oz.	9.656"	2.781"	± .062	±.062	1.703	7270-06	a, c
Sprite	28mm	32 oz.	32 oz.	11.703"	3.656"	+ .078- .062	± .078	2.578	7293-01	a
Sprite	28mm	32 oz	32 oz.	11.703"	3.656"	+ .078- .062	±.078	2.578	7293-002	c
Sprite	28mm	1 Liter	32 oz.	11.703"	3.656"	+ .078- .062	±.078	2 578	7103-014	c
Sprite	38mm	1 Liter	32 oz.	11.125"	3.656"	+ .078- .062	±.078	1.797	7103-11	d
diet Sprite	Crown & 28mm	10 oz	15 oz.	9.656"	2.355"	+ .047- .031	±.062	2.203	7203-02	a, c
diet Sprite	Crown & 28mm	16 oz	18 oz.	11.125"	2.635"	+ .062- .047	±.078	2.203	7207-04	a, c
diet Sprite	Crown & 28mm	500 mL	15 oz.	9.656"	2.781"	±.062	±.062	1.703	7270-06	a, c
diet Sprite	28mm	32 oz.	32 oz.	11.703"	3.656"	+ .078- .062	±.078	2.578	7293-002	c
diet Sprite	38mm	1 Liter	32 oz.	11.125"	3.656"	+ .078- .062	±.078	1.797	7103-11	d

* S.C. authorized only.

TYPE REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCE MAJ. DIAMETER	TOLERANCE HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
Mr PIBB	Crown & 28mm	10 oz.	15 oz.	9.656"	2.323"	+. 047- .031	± .062	2.203	7167-02	a,c
Mr PIBB	Crown & 28mm	15 oz.	17 oz.	11.125"	2.534"	+ .062-.047	± .078	2.203	7340-01	a,c
Mr PIBB	Crown & 28mm	500 mL.	15 oz.	9.656"	2.781"	± .062	± .062	1.703	7454-001	a,c
Mr PIBB	28mm	32 oz.	32 oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7292-02	c
Mr PIBB	28mm	1.Liter	32 oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7169-13	c,ACL
Mr PIBB	38mm	1.Liter	32 oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7169-10	d
Mello Yello	Crown & 28mm	10 oz.	15 oz.	9.656"	2.323"	+ .047-.031	± .062	2.203	7167-02	a,c
Mello Yello	Crown & 28mm	15 oz.	17 oz.	11.125"	2.534"	+ .062-.047	± .078	2.203	7340-01	a,c
Mello Yello	Crown & 28mm	500 mL.	15 oz.	9.656"	2.781"	± .062	± .062	1.703	7454-001	a,c
Mello Yello	28mm	32 oz.	32 oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7292-02	c
Mello Yello	38mm	1.Liter	32 oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7169-10	d
Ramblin’	Crown & 28mm	10 oz.	15 oz.	9.656"	2.323"	+ .047-.031	± .062	2.203	7167-02	a,c
Ramblin’	Crown & 28mm	16 oz.	17 oz.	11.125"	2.534"	+ .062-.047	± .078	2.203	7340-01	a,c
Ramblin’	Crown & 28mm	500 mL.	15 oz.	9.656"	2.781"	± .062	± .062	1.703	7454-001	a,c
Ramblin’	28mm	32 oz.	32 oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7292-02	c
Ramblin’	38mm	1.Liter	32 oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7169-10	d
Fresca	Crown	7 oz.	13 oz.	7.750"	2.328"	+ .047-.031	± .047	1.953	7146-01	a
Fresca	Crown & 28mm	10 oz.	15 oz.	9.656"	2.390"	+ .062-.047	± .062	2.203	7149-03	a,c
Fresca	Crown & 28mm	16 oz.	18 oz.	11.125"	2.641"	+ .062-.047	± .078	2.203	7151-01	a,c
Fresca	Crown & 28mm	500 mL	15 oz.	9.656"	2.781"	± .062	± .062	1.703	7330-003	a,c
Fresca	28mm	32 oz.	32 oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7286-01	c
Fresca	38mm	1.Liter	32 oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7157-10	d
Fanta	Crown	7 oz.	14 oz.	7.750"	2.345"	+ .047-.031	± .047	1.953	7126-01	a
Fanta	Crown & 28mm	10 oz.	15 oz.	9.656"	2.360"	+ .047-.031	±.062	2.203	7131-03	a,c
Fanta	Crown & 28mm	16 oz.	17 oz.	11.125"	2.563"	+ .062-.047	± .078	2.203	7135-01	a,c
Fanta	Crown & 28mm	500 mL.	15 oz.	9.656"	2.781"	± .062	± .062	1.703	7460-001	a,c,c
Fanta	Crown & 28mm	500 mL.	15 oz.	9.656"	2.781"	± .062	± .062	1.703	7454-001	a,c
Fanta	28mm	32 oz.	32 oz.	11. 703"	3.656"	+ .078-.062	± .078	2.578	7287-02	c
Fanta	38mm	1.Liter	32 oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7143-14	d

TYPE REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCE MAJ. DIAMETER	TOLERANCE HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
Minute Maid	Crown & 28mm	10oz	15 oz.	9.656"	2.323"	+.047-.031	±.062	2.203	7167-02	a, c
Minute Maid	Crown & 28mm	16oz	18 oz.	11.125"	2.641"	+.062-.047	±.078	2.203	7151-01	a, c
Minute Maid	Crown & 28mm	500ml	15 oz.	9.656"	2.781"	±.062	±.062	1.703	7330-003	a, c
Generic	Crown & 28mm	300 ml	11 oz.	8.268"	2.401"	+.062-.047	±.062	1.693	7464-002	a, c, e
Generic	Crown & 28mm	500 ml	15 oz.	9.556"	2.781"	±.062	±.062	1.703	7454-01	a, c, e
Generic	Crown & 28mm	500 ml	15 oz.	9.556"	2.781"	±.062	±.062	1.703	7460-001	a, c, e
Generic	28mm	32 oz	32 oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7292-02	c, e
Generic	38mm	1 Liter	32 oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7169-12	c, e
Generic	38mm	2 Liter	52 oz.	12.875"	4.656"	±.079	±.094	2.578	7383-02	d, f

For Brand(s) Coca-Cola, Coca-Cola classic, cf Coca-Cola, cf Coca classic, diet Coke, cf diet Coke, cherry Coke, diet Cherry Coke

Material	Finish	Capacity	Weight	Height	Major Diameter	Tolerance Diameter	Tolerance Height	Fill Point	Design Number	Reference
Pre Labeled	crown	8 oz.	7.93 oz.	7.578"	2.317"	±.047	±.031	1.953"	B-89158	a, I
ACL	crown	8 oz.	7.93 oz.	7.578"	2.317"	±.047	±.031	1.953"	7236026	a, I
Pre Labeled	28mm	16 oz	9.08oz.	8.281"	2.827"	±.047	±.031	1.797"	B-89149-GC	b, I

TYPE CROWNS/CLOSURES

ITEM	MATERIAL	DIAMETER	HEIGHT	TOLERANCE DIAMETER	TOLERANCE HEIGHT
Crowns	Tin-free steel or Tinplate	(OD) 1.262"	.235"	± .008"	± .008"
Metal Closures	Aluminum	38 mm (ID)1.495"	0.692"	.008"/-0.002	± .007"
Plastic Closures	Polypropylene	28 mm(OD) 1.166"	0.708"	± .010"	± .015"
(Ethyl 1716)		38 mm (OD) 1.570"	0.890"	± .009"	± .010"
		38 mm (OD) 1.585"	0.863"	± .010"	± .010"

TYPE. CANS

MATERIAL	CAPACITY	NOMENCLATURE	REFERENCE
ALUMINUM	8 oz (236 ml)	206/211x 307, 2-pc.	f
ALUMINUM	12 oz (354 ml)	206/211x 413, Quad necked-in, 2-pc.	f
ALUMINUM	16 oz (473 ml)	206/211x 603, 2-pc Spinneck	f
ALUMINUM	12 oz (354 ml)	206/211x 413, 2-pc. Spinneck	f
ALUMINUM	12 oz (354 ml)	202/211x 413, 2-pc. Spinneck	f
STEEL	12 oz (354 ml)	206/211x 413, 2-pc. Spinneck	f

TYPE PRODUCT CONTAINERS

MATERIAL	CAPACITY	TYPE CONTAINER
Stainless Steel	4.75 gal	Model A, Pre-Mix
Stainless Steel	4.75 gal	Model E, Pre-Mix
Stainless Steel	4.75 gal	Model R, Pre-Mix

TYPE SECONDARY PACKAGING

ITEM	MATERIAL	PRIMARY PACKAGE	CONFIGURATION
Paperboard Wrap	Paperboard	12 oz. Cans	3x4
	Paperboard	12 oz Cans	3x5
	Paperboard	12 oz Cans	3x6
	Paperboard	12 oz. Cans	4x6
	Paperboard	12 oz Cans	3x4x2
Contour-Pak	Polyethylene	16 oz S/W PET	2X3 or 2x4
		20 oz S/W PET	2x3
		10 oz Pre-Labeled Glass	2x3
		16 Oz. Pre-Labeled Glass	2x3
		1-Liter S/W PET	2x3

TYPE. SECONDARY PACKAGING

ITEM	MATERIAL	PRIMARY PACKAGING	CONFIGURATION	REFERENCE
Shrink Wrap	Polyethylene	20 oz. PET Proprietary and S/W	2x3	
		16 oz Glass	2x3	
		20 oz. Glass	2x3	
Basket Wraps	Paperboard	20 oz S/W PET	2x3	i
		20 oz. Proprietary PET	2x3	
Basket Carriers	Paperboard	20 oz S/W PET	2x3	i
		20 oz. Proprietary PET		
		8 oz Glass	2x3	i
Hi-Cone	Polyethylene	16 oz. S/W PET	2x3 or 2x4	
		20 oz. S/W PET	2x3 or 2x4	
		12 oz. Cans	2x3 or 2x4	

References

(a) “Crown” denotes the 26 mm Crown Finish (GPI 600 Finish-Refillables/GPI 665 Finish-Non-Refillables)

(b) “28 mm” denotes the 28 mm ROPP Threaded Glass Finish (GPI 1650 Finish-Refillable and NON-Refillable).

(c) Denotes finish designed to accomodate Plastic Closure only, Alcoa, 969-1810-000.

(d) “38 mm” denotes the 38 mm ROPP Threaded Glass Finish (GPI 1650)

(d p1) denotes the 38 mm ROPP PET finish, Alcoa 969-1690-001

(e) Authorized for use with Allied Products only when decorated with ACL, paper or foil labels according to specification issued by the Coca-Cola Company.

(f) Authorized for use with all Products only when decorated according to specifications issued by The Coca-Cola Company.

(g) Design variations at different weights have been authorized on a manufacturing plant basis only.

(i) Authorized only for Coca-Cola Brands

(j) Authorized only for brand Sprite

(•) CT refers to contour package, PS refers to propritary Sprite package

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• S C authorized only

HOME MARKET AMENDMENT

Master Bottle Contract

THIS HOME MARKET AMENDMENT ("Home Market Amendment") is made and entered into by and between The Coca-Cola Company ("Company"), through its Coca-Cola USA Division, and

LYBC, Inc.

Lynchburg, Virginia ("Bottler");

Company and Bottler are presently parties to the MASTER BOTTLE CONTRACT effective as of 10-29-99 (the "Master Bottle Contract"). This Home Market Amendment provides for the sale of the Beverages in syrup form for use and consumption in the "Home Market" (as such term is hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual benefits and promises from one to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows, all of which shall constitute an amendment to the Master Bottle Contract.

1. Definitions. As used in this Home Market Amendment, (i) capitalized terms which are defined in the Master Bottle Contract shall have the meanings ascribed to them in the Master Bottle Contract, and (ii) the following terms shall have the indicated meanings:

1.1. Home Market Syrup. "Home Market Syrup" shall mean any kind of syrup for any Beverage that is sold or distributed in syrup form by any person for use and consumption in the Home Market.

1.2. Home Market. "Home Market" shall mean with respect to the Territory (i) residences, i.e., the places where people reside such as single family dwellings, condominiums, apartment houses and cooperative housing complexes, and (ii) the nonpublic areas within residences specifically excluding any restaurants, cafeterias, similar food service outlets and any other retail outlets located therein.

1.3. Total Bottler Syrup Gallons. "Total Bottler Syrup Gallons" shall mean, with respect to any time period, the total number of gallons of Home Market Syrup and Syrup (including equivalent gallons of beverage base and concentrate) to produce Beverages for distribution and sale in Authorized Containers purchased by the Bottler for its own account.

1.4. Unauthorized Home Market Syrup. "Unauthorized Home Market Syrup" shall mean Home Market Syrup which is sold in the Territory by any person other than through Bottler or any entity affiliated with Bottler.

1.5. Fountain Home Delivery Syrup. "Fountain Home Delivery Syrup" shall mean equivalent gallons of syrup for any Beverage which has been used by anyone other than through Bottler or an entity affiliated with Bottler to produce a finished Beverage which was sold and delivered to the Home Market in the Territory by the vendor of such Beverage.

1.6. Weighted Average Fountain Concentrate Price, "Weighted Average Fountain Concentrate Price" shall mean a price calculated in the following manner:

(a) With respect to each Beverage, multiply (A) the number of gallons of fountain syrup (and equivalent gallons of concentrate and beverage base to produce fountain syrup) sold by the Company during such calendar quarter by (B) the lowest fountain concentrate price published by the Company for fountain wholesalers effective during such quarter (net of all discounts, allowances, fees and other generally available adjustments, except volume discounts);

(b) Add together all of the arithmetic products of the foregoing computations;

(c) Divide the foregoing sum by the total number of gallons of fountain syrup (and equivalent gallons of concentrate and beverage base to produce fountain syrup) for all Beverages sold by the Company during such quarter.

1.7. Independent First Line Master Bottler. "Independent First Line Master Bottler" shall mean any business entity having contracts with the Company substantially similar to the Master Bottle Contract and this Home Market Amendment covering a geographic territory within the United States of America, if a majority of the voting securities of such business entity is not owned directly or indirectly by the Company,

2. General Statement of Relationship; Home Market Syrup. Home Market Syrup for each of the Beverages listed on Schedule A to the Master Bottle Contract (as Schedule A may be modified from time to time under the Master Bottle Contract) shall be deemed to be a Beverage and a Syrup covered by all of the terms and conditions of the Master Bottle Contract; and Bottler shall have the sole, exclusive and perpetual right and license in Bottler's Territory to supply the Home Market with Home Market Syrup, subject to all of the provisions of the Master Bottle Contract.

No other party shall be authorized by Company to sell and deliver any beverage marketed under the Coca-Cola or Coke trademarks with or without modification produced in any form that may hereafter be developed into the Home Market in the Territory unless Company shall have first offered such authorization to Bottler on terms and conditions which are equivalent in every

material respect to those which may be offered to such other party. For purposes of this Paragraph, beverages shall include syrups, concentrates, beverage bases and other materials used to produce beverages but shall not include finished beverages purchased at retail from fountain accounts. The terms and conditions offered to Bottler may be different from or additional to but not inconsistent with the terms and conditions of the Master Bottle Contract. Bottler shall have 75 days after receipt of Company's proposal to accept the authorizations included therein by giving Company notice of such acceptance. If Bottler does not give Company timely notice of Bottler's acceptance of such authorizations and the terms and conditions thereof, then Company shall have the right to authorize others to sell and deliver such beverages in such new form in the Territory on the same terms as offered to Bottler.

2.4. Reservation of Rights. This Home Market Amendment defines the rights and obligations of the parties only with respect to the matters specifically set forth herein. This Home Market Amendment shall not by implication amend or change any rights or obligations of the parties under the Master Bottle Contract. Except as expressly amended by this Home Market Amendment, the Master Bottle Contract defines the rights and obligations of the parties with respect to the manufacture, packaging and distribution of the Beverages under the Trademarks in Authorized Containers for sale in the Territory, and said Master Bottle Contract shall remain in full force and effect in accordance with its terms.

3. Covenants. The Company and Bottler shall cooperate with each other in carrying out the covenants contained in this Paragraph 3. Nothing contained in Paragraph 4 of the Master Bottle Contract shall be deemed to be inconsistent with the specific provisions of this Paragraph 3.

3.1. Unauthorized Bottling. The Company shall take all actions which are commercially reasonable and legally permissible to prohibit the manufacture and sale of any beverage marketed under the Coca-Cola or Coke trademarks with or without modification in Authorized Containers in the Territory by anyone other than through Bottler, except to the extent that such manufacture and sale may in the future be permitted under any of the provisions of Article VIII of the Master Bottle Contract.

3.2. Sales of Home Market Syrup. The Company shall take all actions which are commercially reasonable and legally permissible to prohibit the sale of Home Market Syrup in the Territory by anyone other than through Bottler and any entity affiliated with Bottler, except to the extent that such sale may in the future be permitted under the Master Bottle Contract and this Home Market Amendment.

3.3. Unauthorized Fountain Sales. Bottler shall take all actions commercially reasonable and legally permissible to prohibit the distribution and sale of any Syrup purchased hereunder to fountain wholesalers or to fountain accounts.

3.4. Home Delivery. Company will not actively encourage and promote home delivery of fountain products; provided, however, that nothing herein shall restrict Company from taking appropriate action if Company reasonably determines that such activity is necessary because of activity by its competitors, or in order to service its customers.

4. Royalty Payments.

4.1. General Provision. If a commercially significant amount of Unauthorized Home Market Syrup plus Fountain Home Delivery Syrup is sold in the Territory, Company shall pay Bottler a royalty amount determined under this Paragraph 4.

4.2. Commercially Significant Amount; Royalty Rate . The parties agree that a "Commercially Significant Amount" of Unauthorized Home Market Syrup plus Fountain Home Delivery Syrup is being sold in the Territory (such combined amount being referred to herein as "Total Royalty Gallons") if such Total Royalty Gallons exceed 3% of the Total Bottler Syrup Gallons. If in any calendar quarter, the Total Royalty Gallons exceed 3% of the Total Bottler Syrup Gallons, the Company shall make the royalty payments provided for in this Paragraph 4 to Bottler. Subject to the further provisions of this Paragraph 4, the amount of such royalty (the "Royalty Amount") shall be 40% of the Weighted Average Fountain Concentrate Price with respect to each Total Royalty Gallon that is reasonably estimated, as provided below, to have been sold in the Territory during the preceding calendar quarter.

4.3. Determination of Total Royalty Gallons. The determination of Total Royalty Gallons shall be made in accordance with the methodology ("Royalty Study") set forth in Attachment A hereto. Bottler shall have the. right to demand that a Royalty Study be performed with "respect to any calendar quarter for which Bottler contends that a Commercially Significant Amount of Total Royalty Gallons was sold in the Territory. Bottler's demand must be made, if at all, by delivering written notice to the Company within 15 days after the close of the calendar quarter. If the Royalty Study determines that a Commercially Significant Amount of Total Royalty Gallons was sold in the Territory during the calendar quarter, the Company shall owe Bottler the Royalty Amount based upon the Total Royalty Gallons determined pursuant to the Royalty Study. The same Royalty Amount shall continue to be paid quarterly by the Company for each calendar quarter following a Royalty Study that determines that a Commercially Significant Amount of Total Royalty Gallons has been sold in the Territory, unless and until a subsequent Royalty Study determines a different amount of Total Royalty Gallons has been sold in the Territory in any quarter. The Company's obligation to continue to pay the Royalty Amount shall cease when and if a subsequent Royalty Study determines that less than a Commercially Significant Amount of Total Royalty Gallons has been sold in the Territory in any quarter. The Company shall have the right to demand that a Royalty Study be performed with respect to any calendar quarter for which the Company would otherwise be obligated to pay a Royalty Amount pursuant to a Royalty Study performed in a prior quarter. The following rules shall apply to the performance of any Royalty Study and to the payment of any Royalty Amount:

(a) Only one Royalty Study shall be performed with respect to any quarter;

(b) The person that performs the Royalty Study shall be mutually agreeable to the Bottler and the Company;

(c) The costs and expenses incurred with respect to a Royalty Study (including the fees of the person performing the study) shall be paid by the Company if the Royalty Study determines that a Commercially Significant Amount of Total Royalty Gallons was sold in the Territory during the quarter In question, but such costs and expenses shall be paid by the Bottler for any Royalty Study that determines that the Total Royalty Gallons were less than a Commercially Significant Amount.

(d) The Company shall pay the Royalty Amount, if any, due with respect to any calendar quarter not later than 15 days after the completion of a Royalty Study that establishes the Total Royalty Gallons upon which the Royalty Amount is based, or if no Royalty Study has been demanded for the quarter In question, not later than 30 days after the end of that quarter. The Company's payment of any Royalty Amount that may become due shall be accompanied by a certificate executed by the Chief Financial Officer of Coca-Cola USA certifying that the Royalty Amount has been computed in accordance with the Royalty Study and this Paragraph 4; and

(e) The Company shall never owe any Royalty Amount unless Total Royalty Gallons exceed a Commercially Significant Amount. For any quarter in which Total Royalty Gallons exceed a Commercially Significant Amount, the Company shall pay Royalty Amount based upon the entire amount of Total Royalty Gallons.

4.4. Exceptions to Royalty Payments. The Company shall not be obligated to make any payments of the Royalty Amount if:

(a) Bottler shall cease being the exclusive seller of Home Market Syrup in the Territory, or

(b) The exclusivity granted to Bottler pursuant to this Home Market Amendment is finally determined not to be legally enforceable.

4.5. National Maximum Royalty. In no event shall the Company be obligated to make royalty payments to all Independent First Line Master Bottlers with respect to gallons of syrup in excess of 5% of the Total Bottler Syrup Gallons purchased by all such Independent First Line Master Bottlers for their own account. If such payment maximum is reached, (i) the Company shall continue to make royalty payments based on the number of Total Royalty Gallons, not to exceed 5% of Total Bottler Syrup Gallons purchased by all Independent First Line Master Bottlers in each quarter, such payments being allocated among Independent First Line Master Bottlers in proportion to the respective amounts of Total Royalty Gallons sold in their territories during the most recent quarter for so long as the number of Total Royalty Gallons exceeds such 5% maximum, and (ii) the Company and Bottler shall negotiate in good faith concerning a

new agreement on this subject based upon the then existing facts and conditions. In the event that the Independent First Line Master Bottlers who purchased for their own account eighty percent (80%) or more of all Total Bottler Syrup Gallons purchased for their own account by all Independent First Line Master Bottlers agree with the Company to amend the provisions of this Paragraph 4 to reflect a new arrangement based upon the then existing facts and conditions, then Bottler hereby agrees to include such amendment in this Home Market Amendment. The Total Bottler Syrup Gallons purchased by such Independent First Line Master Bottlers shall be determined based on the most recently-ended calendar year prior to the date such amendment was first offered to bottlers.

4.6. Exclusive Remedy. The royalty payments to be made pursuant to this Paragraph 4 shall be Bottler's sole and exclusive remedy for any breach of the provisions of Paragraphs 3.2 and 3.4 of this Home Market Amendment by the Company.

5. Packages.

5.1. Authorized Containers for Home Market Syrup. The Company will, from time to time, in its discretion, approve containers of certain types, sizes, shapes and other distinguishing characteristics for the packaging of Home Market Syrup. Such containers approved by the Company for Home Market Syrup will be separately identified on the list of Authorized Containers provided by the Company to the Bottler under Paragraph 2 of the Master Bottle Contract and shall be deemed to be Authorized Containers under the Master Bottler Contract, except that Bottler shall be authorized to fill such containers only with Home Market Syrup.

6. Performance: Home Market Syrup.

6.1. Standard. The Bottler shall be free to determine how to supply the demand for soft drink beverages in its territory, including the demand created by making Home Market Syrup available, so long as the obligations of the Bottler relating to the marketing of the Beverages, financial capacity and planning are satisfied in accordance with Article VI of the Master Bottle Contract.

6.1.1. Bottler also agrees to cooperate in good faith with the Company in programs designed to service the needs of customers whose operations are located in more than one bottler territory. The intent of this provision is to ensure reasonable levels of program consistency while recognizing Bottler's right to set prices and terms to its customers.

6.1.2. Bottler shall invest in plant and equipment, and keep such plant and equipment in a condition to meet satisfactorily the demand for Home Market Syrup in the Territory, and shall increase such investment as the demand for Home Market Syrup may require, all in accordance with

the obligations of the Bottler under Article IV of the Master Bottle Contract.

7. No Third Party Beneficiary. No person, firm or other entity shall be a third party beneficiary of this Home Market Amendment.

8. Effectiveness. This Home Market Amendment will become effective upon execution by Bottler and the Company.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Home Market Amendment on this 29th day of October 1999.

THE COCA-COLA COMPANY
Coca-Cola USA Division

By: /s/ W. Thomas Haynes
Title: General Counsel

LYBC, Inc.
Bottler

By: /s/ Umesh Kasbekar
Title: Vice President

ATTACHMENT A

Royalty Study

Methodology

1. A representative panel of no less than 300 households and no more than 500 households that purchase soft drinks for use at home will be selected within the Territory.
2. Data collected from these households will include:
   - Soft drink brands purchased
   - Soft drink package sizes purchased
   - Soft drink package types purchased
   - Locations of soft drink purchases including home delivery of fountain products
   - Quantity of soft drinks purchased
   - Demographics
3. At least six weeks will be necessary for study completion. This consists of approximately two weeks to assemble the panel, two weeks for data collection, one week for tabulation and one week for analysis.
4. Households will record the sources from which soft drinks enter the home and the amount of volume purchased from each source. This will provide a measure of total soft drink purchases for use at home. Package and source of purchase data will be used to quantify the components of syrup volume identifiable as: (i) Unauthorized Home Market Syrup and Fountain Home Delivery Syrup (the combined amount being "Total Royalty Gallons"); and (ii) Total Bottler Syrup Gallons as defined in Paragraph 1.3.
5. To conclude that Total Royalty Gallons is greater than three percent (3%) of Total Bottler Syrup Gallons, the data must demonstrate that Total Royalty Gallons exceeds three percent (3%) of Total Bottler Syrup Gallons at the .95 level of statistical significance.
6. The Royalty Study will be conducted by an independent market research firm that is agreeable to the Bottler and the Company. The Company shall propose a market research firm to conduct the Royalty Study, subject to the approval of the Bottler.

Exhibit 10.2

ALLIED BOTTLE CONTRACT
FOR Sprite

THIS AGREEMENT (this "Agreement"), effective as of January 11, 1990, is made and entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware having its principal place of business in Atlanta, Georgia (the "Company"), and COCA-COLA BOTTLING COMPANY OF ANDERSON, S.C. , a corporation organized an existing under the laws of the State of SOUTH CAROLINA having its principal place of business in ANDERSON, SOUTH CAROLINA (the "Bottler").

WITNESSETH

WHEREAS

A. The Company and the Bottler are parties to that certain Master Bottle Contract effective as of 1 -11-90 (the "Master Contract") whereby the Bottler has been authorized, among other things, to manufacture, package, distribute and sell certain soft drinks subject to the terms and conditions of the Master Contract;

B. The Company manufactures and sells, or authorizes others to manufacture and sell, the soft drinks identified on Schedule A (as modified from time to time under paragraphs 20 and 22, the "Beverages"), the concentrates for the Beverages (the "Concentrates"), and the syrups prepared from the Concentrates (the "Syrups"), the formulas for all of which constitute trade secrets owned by the Company;

C. The Company is the owner of the trademarks identified on Schedule B (together with such other trademarks as may be authorized by the Company from time to time for current use by the Bottler under this Agreement, the "Trademarks"), which, among other things, identify and distinguish the Concentrates, the Syrups and the Beverages;

D. The Bottler acts as a bottler of the Beverages pursuant to certain agreements all of which are identified on Schedule C (collectively, together with all amendments thereto, the "Existing Allied Bottle Contracts");

E. The reputation of the Beverages as being of consistently superior quality has been a major factor in stimulating and sustaining demand for the Beverages, and special technical skill and constant diligence on the part of the Bottler and the Company are required in order for the Beverages to maintain the excellence that consumers expect; and

F. Having entered into the Master Contract, and the conditions affecting the production, sale and distribution of Beverages having changed since the Company and the Bottler, or its predecessors-in-interest, entered into the Existing Allied Bottle Contracts, the Company and the Bottler desire to amend the Existing Allied Bottle Contracts, the terms of the Existing Allied Bottle Contracts, as so amended being restated in the form of this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Bottler agree as follows:

ARTICLE I
The Authorization

1. The Company authorizes the Bottler, and the Bottler undertakes, to manufacture and package the Beverages and to distribute and sell the Beverages only in Authorized Containers, as hereinafter defined, under the Trademarks in and throughout the territory described on Schedule D (together with any territories added under paragraph 31, and subject to the possible elimination of geographic areas and subterritories under paragraphs 21 and 29, the "Territory").

2. The Company will, from time to time, in its discretion, approve containers of certain types, sizes, shapes and other distinguishing characteristics (collectively, subject to any additions, deletions and modifications by the Company, the "Authorized Containers"). A list of Authorized Containers for each Beverage will be provided by the Company to the Bottler, which list may be amended by the Company from time to time by additions, deletions or modifications. The Bottler is authorized to use only Authorized Containers in the manufacture, sale and distribution of the Beverages. The Company reserves the right to withdraw from time to time its approval of any of the Authorized Containers upon six (6) months notice to the Bottler, and, in such event, the repurchase provisions of subparagraph 28(b) shall apply to containers so disapproved that are owned by the Bottler. The Company will exercise its right to approve, and to withdraw its approval of, specific Authorized Containers in good faith so as to permit the Bottler to continue to satisfy the demand in the Territory as a whole for Beverages in containers of the nature identified on Schedule E.

ARTICLE II
Exclusive Authorization

3. The Company appoints the Bottler as its sole and exclusive purchaser of the Concentrates and Syrups for the purpose of manufacture, packaging and distribution of the Beverages under the Trademarks in Authorized Containers for sale in the Territory.

4. The Company agrees not to authorize any other party whatsoever to use the Trademarks on Beverages in Authorized Containers, or any other containers of the nature identified on Schedule E, for purposes of resale in the Territory.

5. The Bottler shall purchase its entire requirements of Concentrates and Syrups exclusively from the Company and shall not use any other syrup, beverage base, concentrate or other ingredient in the Beverages other than as specified by the Company.

ARTICLE III
Obligations of Bottler Relating to Trademarks and Other Matters

6. The Bottler acknowledges that the Company is the sole and exclusive owner of the Trademarks, and the Bottler agrees not to question or dispute the validity of the Trademarks or their exclusive ownership by the Company. By this Agreement, the Company extends to the Bottler only an exclusive license to use the Trademarks solely in connection with the manufacture, packaging, distribution, and sale of the Beverages in Authorized Containers in the Territory subject to the rights reserved to the Company under this Agreement. Nothing herein, nor any act or failure to act by the Bottler or the Company, shall give the Bottler any proprietary or ownership interest of any kind in the Trademarks or in the goodwill associated therewith.

7. The Bottler agrees during the term of this Agreement and in accordance with any requirements imposed upon the Bottler under applicable laws:

(a) Not to manufacture, package, sell, deal in or otherwise use or handle any product under any trade dress or in any container that is an imitation of a trade dress or container in which the Company claims a proprietary interest or which is likely to be confused or cause confusion or be confusingly similar to or be passed off as such trade dress or container; and

(b) Not to manufacture, package, sell, deal in or otherwise use or handle any product under any trademark or other designation that is an imitation, counterfeit, copy or infringement of, or confusingly similar to, any of the Trademarks.

ARTICLE IV
Obligations of Bottler Relating to Manufacture and Packaging of the Beverages

8. (a) The Bottler represents and warrants that the Bottler possesses, or will possess, in the Territory, prior to the manufacture, packaging and distribution of the Beverages, and will maintain during the term of this Agreement, such plant or plants, machinery and equipment, trained staff, and distribution and vending facilities as are capable of manufacturing, packaging and distributing the Beverages in Authorized Containers in accordance with this Agreement, in compliance with all applicable governmental and administrative requirements, and in sufficient quantities to meet fully every demand for the Beverages in Authorized Containers in the Territory.

(b) The Company and the Bottler acknowledge that each is or may become a party to one or more agreements authorizing a bottler or other Company-authorized entity to produce Beverages for sale by another bottler. Such agreements include, but are not limited to (i) agreements permitting bottlers, subject to certain conditions, to commence or continue to manufacture the Beverages for other bottlers, and (ii) agreements pursuant to which bottlers may have the Beverages manufactured for them by other Company -authorized entities. It is hereby agreed that the Company shall not unreasonably withhold (i) any consents required by such agreements, or (ii) approval of Bottler’s participation in such agreements. All such existing agreements shall remain in full force and effect in accordance with their terms.

9. The Bottler recognizes that increases in the demand for the Beverages, as well as changes in the list of Authorized Containers, may, from time to time, require adaptation of its existing manufacturing, packaging or delivery equipment or the purchase of additional manufacturing, packaging and delivery equipment. The Bottler agrees to make such modifications and adaptations as necessary and to purchase and install such equipment, in time to permit the introduction and manufacture, packaging and delivery of sufficient quantities of the Beverages in the Authorized Containers, to satisfy fully the demand for the Beverages in Authorized Containers in the Territory.

10. The Bottler warrants that the handling and storage of the Concentrates; the manufacture, handling and storage of the Syrups; and the manufacture, handling, storage, and packaging of the Beverages shall be accomplished in accordance with the Company’s quality control and sanitation standards, as reasonably established by the Company and communicated to the Bottler from time to time, and shall, in any event, conform with all food, labelling, health, packaging and other relevant laws and regulations applicable in the Territory.

11. The Bottler, in accordance with such instructions as may be given from time to time by the Company, shall submit to the Company, at the Bottler’s expense, samples of the Syrups, the Beverages and the raw materials used in the manufacture of the Syrups and the Beverages. The Bottler shall permit representatives of the Company to have access to the premises of the Bottler during ordinary business hours to inspect the plant, equipment, and methods used by the Bottler in order to ascertain whether the Bottler is complying with the terms of this Agreement, including whether the Bottler is complying strictly with the instructions and standards prescribed for the manufacturing, handling, storage and packaging of the Beverages.

12. (a) For the packaging, distribution and sale of the Beverages, the Bottler shall use only such Authorized Containers, closures, cases, cartons and other packages and labels as shall be authorized from time to time by the Company for the Bottler and shall purchase such items only from manufacturers approved by the Company. The Company shall approve three or more manufacturers of such items, if in the reasonable opinion of the Company, there are three or more manufacturers who are capable of producing such items to be fully suitable for the purpose intended and in accordance with the high quality standards and image of excellence of the Trademarks and the Beverages. Such approval by the Company does not relieve the Bottler of the Bottler’s independent responsibility to assure that the Authorized Containers, closures, cases, cartons and other packages and labels purchased by the Bottler are suitable for the purpose intended, and in accordance with the good reputation and image of excellence of the Trademarks and Beverages.

(b) The Bottler shall maintain at all times a stock of Authorized Containers, closures, labels, cases, cartons, and other essential related materials bearing the Trademarks, sufficient to satisfy fully the demand for

Beverages in Authorized Containers in the Territory, and the Bottler shall not use or permit the use of Authorized Containers, or such closures, labels, cases, cartons and other materials, if they bear the Trademarks or contain any Beverages, for any purpose other than the packaging and distribution of the Beverages. The Bottler further agrees not to refill or otherwise reuse nonreturnable containers.

13. If the Company determines the existence of quality or technical difficulties with any Beverage, or any package used for such product, the Company shall have the right, immediately and at its sole option, to withdraw such product or any such package from the market. The Company shall notify the Bottler in writing of such withdrawal, and the Bottler shall, upon receipt of notice, immediately cease distribution of such product or such package therefor. If so directed by the Company, the Bottler shall recall and reacquire the product or package involved from any purchaser thereof. If any recall of any product or any of the packages used therefor is caused by (i) quality or technical defects in the Syrup, Concentrate, or other materials prepared by the Company from which the product involved was prepared by the Bottler, or (ii) quality or technical defects in the Company's designs and design specifications of packages which it has imposed on the Bottler or the Bottler's third party suppliers if such designs and specifications were negligently established by the Company (and specifically excluding designs and specifications of other parties and the failure of other parties to manufacture packages in strict conformity with the designs and specifications of the Company), the Company shall reimburse the Bottler for the Bottler's total expenses incident to such recall. Conversely, if any recall is caused by the Bottler's failure to comply with instructions, quality control procedures or specifications for the preparation, packaging and distribution of the product involved, the Bottler shall bear its total expenses of such recall and reimburse the Company for the Company's total expenses incident to such recall.

ARTICLE V
Conditions of Purchase and Sale

14. (a) The Company reserves the right to establish and to revise at any time, in its sole discretion, the price of any of the Concentrates or Syrups, the terms of payment, and the other terms and conditions of supply, any such revision to be effective immediately upon notice to the Bottler. If Bottler rejects a change in price or the other terms and conditions contained in any such notice, then the Bottler shall so notify the Company within thirty (30) days of receipt of the Company's notice, and this Agreement will terminate ninety (90) days after the date of such notification by the Bottler, without further liability of the Company or the Bottler. The change in price or other terms and conditions so rejected by the Bottler shall not apply to purchases of such Concentrate or Syrup by the Bottler during such ninety (90) day period preceding termination. Failure by the Bottler to notify the Company of its rejection of the changes in price or such other terms and conditions shall be deemed acceptance thereof by the Bottler.

(b) The Company shall sell to the Bottler, upon Bottler's request, either Syrup or Concentrate; provided, however, that once the Bottler has elected to purchase Concentrate for any Beverage under this Agreement, the Company shall no longer be obligated to supply Syrup to the Bottler, and provided further that if the Bottler elects to purchase concentrate under the Master Contract, the Company shall have the right to supply only Concentrate to the Bottler under this Agreement.

15. The Bottler shall purchase from the Company only such quantities of the Concentrates or Syrups as shall be necessary and sufficient to carry out the Bottler's obligations under this Agreement. The Bottler shall use the Concentrates exclusively for its manufacture of the Syrups and shall use the Syrups exclusively for its manufacture of the Beverages. The Bottler shall not sell or otherwise transfer any Concentrate or Syrup or permit the same to get into the hands of third parties.

16. (a) The Bottler agrees not to distribute or sell any Beverage outside the Territory. The Bottler shall not sell any Beverage to any person (other than another bottler pursuant to subparagraph 8(b)) under circumstances where Bottler knows or should know that such person will redistribute the Beverage for ultimate sale outside the Territory. If any Beverage distributed by the Bottler is found outside of the Territory, Bottler shall be deemed to have transshipped such Beverage and shall be deemed to be a "Transshipping Bottler" for purposes hereof; provided, however, that if the Offended Bottler has not agreed to terms substantially similar to this subparagraph 16(a) with respect to the transshipment of Beverages, Bottler shall only be deemed to have transshipped such Beverage if Bottler knew or should have known that the purchaser would redistribute the Beverage outside of the Territory prior to ultimate sale. For purposes of this Agreement, "Offended Bottler" shall mean a bottler in any territory into which any Beverage is transshipped.

(b) In addition to all other remedies the Company may have against any Transshipping Bottler for violation of this paragraph 16, the Company may impose upon any Transshipping Bottler a charge for each case of Beverage transshipped by such bottler. The per -case amount of such charge shall be determined by the Company in its sole discretion and may be an amount not to exceed three times the Offended Bottler's most current average gross margin per case of the Beverage transshipped, as reasonably estimated by the Company. If the Offended Bottler does not sell the Beverage that has been transshipped, the Company may make the foregoing estimate on the basis of what it considers a comparable product. The Company and the Bottler agree that the amount of such charge shall be deemed to reflect the damages to the Company, the Offended Bottler and the bottling system. The Company shall forward to the Offended Bottler, upon receipt from the Transshipping Bottler, not less than an amount per case which approximates the Offended Bottler's most current average gross margin per case of the Beverage transshipped. If, upon the mutual agreement of the Company and the Offended Bottler, the Company or its agent recalls any Beverage which has been transshipped, the Transshipping Bottler shall, in addition to any other obligation it may have hereunder, reimburse the Company for its costs of purchasing, transporting, and/or destroying such Beverage.

ARTICLE VI
Obligations of the Bottler Relating to the Marketing of the Beverages and Planning

17. The continuing responsibility to develop and stimulate and satisfy fully the demand for the Beverages in Authorized Containers within the Territory rests upon the Bottler. The Bottler agrees to use all approved means as may be reasonably necessary to meet this responsibility; provided. however that the Bottler's obligation to develop and stimulate and satisfy fully the demand for the Beverages in Authorized Containers within the Territory shall be secondary and subordinate to the Bottler's obligations under the Master Contract.

18. The parties agree that to develop and stimulate demand for the Beverages in Authorized Containers advertising and other forms of marketing activities are required. Therefore, subject to the Bottler's primary obligations under the Master Contract, the Bottler will spend such funds in advertising and marketing the Beverages as may be reasonably required to stimulate, as well as maintain, demand for the Beverages in Authorized Containers in the Territory. The Bottler shall fully cooperate in and vigorously promote all reasonable cooperative advertising and sales promotion programs and campaigns that may be established by the Company for the Territory. The Bottler will use and publish only such advertising, promotional materials or other items bearing the Trademarks relating to the Beverages as the Company has approved and authorized. The expenditures required by this Article VI shall be made by the Bottler. The Company may, in its sole discretion, contribute to such expenditures. The Company may also undertake, at its expense, independently of the Bottler's marketing programs, any advertising or promotional activity that the Company deems appropriate to conduct in the Territory, but this shall in no way affect the responsibility of the Bottler for stimulating and developing the demand for the Beverages in Authorized Containers in the Territory.

19. (a) Since periodic planning is essential for the proper implementation of this Agreement, the Bottler and the Company shall meet annually, as close to the anniversary date of this Agreement as practicable or at such other annual date as the parties may set from time to time, to discuss the Bottler's plans for the ensuing year. At such meeting, the Bottler shall present a plan that sets out in reasonable detail satisfactory to the Company the management, financial, marketing and advertising plans of the Bottler with respect to the Beverages for the ensuing year. The parties shall discuss this plan and this plan, upon approval by the Company, which shall not be unreasonably withheld, shall define the Bottler's obligation herein to develop and stimulate and satisfy fully the demand for the Beverages in Authorized Containers in the Territory for the period of time covered by the plan.

(b) The Bottler shall report to the Company periodically, but not less than quarterly, as to its implementation of the approved plan; it is understood, however, that the Bottler shall report sales on a regular basis as requested by the Company and in such detail and containing such information as may be reasonably requested by the Company. The failure by the Bottler to carry out the plan, or if the plan is not presented or is not approved, will constitute a primary consideration for determining whether the Bottler has fulfilled its obligation to develop and stimulate and satisfy fully the demand for the Beverages in Authorized Containers in the Territory. If the Bottler carries out the plan in all material respects, it shall be deemed to have satisfied the obligations of the Bottler under paragraphs 17, 18 and 19 for the period of time covered by the plan.

ARTICLE VII
Reformulation, Product Discontinuation, New Products and Related Matters

20. The Company has the sole and exclusive right and discretion to reformulate any of the Beverages. In addition, the Company has the sole and exclusive right and discretion to discontinue any or all of the Beverages under this Agreement. In the event that the Company discontinues any Beverage under this Agreement, Schedule A to this Agreement shall be amended to delete the discontinued Beverage from the list of Beverages set forth on Schedule A. In the event that the Company discontinues all Beverages under this Agreement, this Agreement shall be terminated upon the terms set forth in paragraph 28.

21. The Bottler has the right to discontinue the manufacture, packaging, distribution and sale of all Beverages in Authorized Containers in all of the Territory or in any State in the Territory. This right shall be exercised, if at all, by the Bottler giving nine (9) months notice of such discontinuation to the Company, specifying that the notice of discontinuation applies to all of the Territory or specifying the State or States within the Territory to which the notice of discontinuation applies. Upon expiration of such nine (9) month period, the Bottler shall cease the manufacture, packaging, distribution and sale of all Beverages in Authorized Containers in the geographic area specified in the notice, the Company may manufacture, package, distribute and sell the Beverages in Authorized Containers under the Trademarks in such geographic area, or authorize others to do so, and Schedule D to this Agreement shall be amended to eliminate such geographic area from the Territory described on Schedule D.

22. In the event that the Company proposes to introduce any new beverage in the Territory under the Trademarks or any modification thereof (herein defined to mean the addition of a prefix, suffix or other modifier used in conjunction with any of the Trademarks), the Bottler shall have the option to manufacture, package, distribute and sell such new beverage in Authorized Containers in the Territory pursuant to the terms and conditions of this Agreement. The Bottler's option under this paragraph 22 shall be exercised, if at all, by giving the Company notice of such election within thirty (30) days of the date on which the Company notifies the Bottler that the Company intends to introduce the new beverage in the Territory. If the Bottler gives the Company timely notice of the Bottler's exercise of such option within such period, Schedule A to this Agreement shall be amended by adding such new beverage to the list of Beverages set forth on Schedule A. If the Bottler does not give the Company timely notice of the Bottler's exercise of such option within such period, then the Company shall have the right to authorize others in the Territory to manufacture, package, distribute and sell and otherwise undertake any activity with respect to that new beverage, including use of the Trademarks or any modification of the Trademarks and use of the Authorized Containers in connection with the new beverage in the Territory.

23. The Company has the unrestricted right to use the Trademarks on the Beverages and on all other products and merchandise other than the Beverages in Authorized Containers in the Territory.

ARTICLE VIII
Term and Termination of the Agreement

24. This Agreement shall be and remain in force for a period of ten (10) years from the effective date hereof, unless terminated prior thereto in a manner provided in this Agreement; and upon the expiration of the first ten (10) year period, and also upon the expiration of each successive ten (10) year period, the Bottler shall have the option to renew this Agreement on the same terms and conditions for successive ten (10) year periods, without limit of the number of renewals, and when notified to do so by the Company, not more than twelve (12) months prior to the expiration of any ten (10) year period, the Bottler shall, within twenty (20) days after receipt of such notice, give notice of the exercise or non -exercise of each option.

25. The obligation to supply Concentrates or Syrups to the Bottler and the Bottler's obligation to purchase Concentrates or Syrups from the Company and to manufacture, package, distribute and sell the Beverages under this Agreement shall be suspended during any period when any of the following conditions exist:

(a) There shall occur a change in the law or regulation (including without limitation, any government permission or authorization regarding customs, health or manufacturing) in such a manner as to render unlawful or commercially impracticable:

(i) the importation of Concentrate or Syrup or any of its essential ingredients, which cannot be produced in quantities sufficient to satisfy the demand therefor by existing Company facilities in the United States; or

(ii) the manufacture and distribution of the Concentrates, Syrups or Beverages; or

(b) There shall occur any inability or commercial impracticability of either of the parties to perform resulting from an act of God, or "force majeure", public enemies, boycott, quarantine, riot, strike, or insurrection, or due to a declared or undeclared war, belligerency or embargo, sanctions, blacklisting, or other hazard or danger incident to the same, or resulting from any other cause whatsoever beyond its control.

If any of the conditions for suspension of performance described in this paragraph 25 persists so that either party's obligation to perform is suspended for a period of six (6) months or more, the other party may terminate this Agreement forthwith, upon notice to the party whose obligation to perform is suspended.

26. (a) The Company may terminate this Agreement in the event of the occurrence of any of the following events of default:

(i) If the Master Contract is terminated by either party for any reason;

(ii) If the Bottler becomes insolvent; if a petition in bankruptcy is filed against or on behalf of the Bottler which is not stayed or dismissed within sixty (60) days; if the Bottler is put in liquidation or placed under sequester; if a receiver is appointed to manage the business of the Bottler; or if the Bottler enters into any judicial or voluntary arrangement or composition with its creditors, or concludes any similar arrangements with them or makes an assignment for the benefit of creditors;

(iii) If the Bottler adopts a plan of dissolution or liquidation.

(b) Upon the occurrence of any of the foregoing events of default, the Company may terminate this Agreement by giving the Bottler notice to that effect, effective immediately.

27. (a) In addition to the events of default described in paragraph 26, the Company may also terminate this Agreement, subject to the limitations of subparagraph 27(b), in the event of the occurrence of any of the following events of default:

(i) If the Bottler fails to make timely payment for Concentrate or Syrup, or of any other debt owing to the Company;

(ii) If the condition of the plant or equipment used by the Bottler in manufacturing, packaging or distributing the Beverages fails to meet the sanitary standards reasonably established by the Company;

(iii) If the Syrups or Beverages manufactured by the Bottler fail to meet the quality control standards reasonably established by the Company;

(iv) If the Beverages are not manufactured in strict conformity with such standards and instructions as the Company may reasonably establish;

(v) If the Bottler fails to carry out a plan approved under paragraph 19 in all material respects; or

(vi) If the Bottler materially breaches any of the Bottler's other obligations under this Agreement.

The standards and instructions of the Company comprise privately published information concerning the manufacture, handling and storage of the Beverages under good manufacturing practices, as well as technical instructions, bulletins and other communications issued or amended from time to time by the Company (including, but not limited to, Syrup Room Practices, Quality Control and Engineering Standards and GMP: A Guide to Good Manufacturing Practices, as they may be amended or supplemented from time to time).

(b) Upon the occurrence of any of the foregoing events of default, the Company shall, as a condition to termination of this Agreement under this paragraph 27, give the Bottler notice thereof. The Bottler shall then

have a period of sixty (60) days within which to cure the default, including, at the instruction of the Company and at the Bottler's expense, by the prompt withdrawal from the market and destruction of any Syrup or Beverage that fails to meet the quality control standards of the Company or any Beverage that is not manufactured in accordance with the instructions of the Company. If such default has not been cured within such period, then the Company may, by giving the Bottler further notice to such effect, suspend sales to the Bottler of Concentrates and Syrups and require the Bottler to cease production of the Syrups and the Beverages and the packaging and distribution of Beverages in Authorized Containers. During such second period of sixty (60) days, the Company also may supply, or cause or permit others to supply, the Beverages in Authorized Containers under the Trademarks in the Territory. If such default has not been fully cured during such second period of sixty (60) days, then the Company may terminate this Agreement, by giving the Bottler notice to such effect, effective immediately.

28. Upon the termination of this Agreement:

(a) The Bottler shall not thereafter continue to manufacture, package, distribute or sell any of the Beverages in Authorized Containers or to make any use of the Trademarks or Authorized Containers, or any closures, cases, labels or advertising material bearing the Trademarks;

(b) The Bottler shall forthwith deliver all Concentrate, Syrup, Beverage, usable returnable or any nonreturnable containers, cases, closures, labels, and advertising material bearing the Trademarks, still in the Bottler's possession or under the Bottler's control, to the Company or the Company's nominee, as instructed, and, upon receipt, the Company shall pay to the Bottler a sum equal to the reasonable market value of such supplies or materials. The Company will accept and pay for only such articles as are, in the opinion of the Company, in first -class and usable condition, and all other such articles shall be destroyed at the Bottler's expense. Containers, closures and advertising material and all other items bearing the name of the Bottler, in addition to the Trademarks, that have not been purchased by the Company shall be destroyed without cost to the Company, or otherwise disposed of in accordance with instructions given by the Company, unless the Bottler can remove or obliterate the Trademarks therefrom to the satisfaction of the Company. The provisions for repurchase contained in subparagraph 28(b) shall apply with regard to any Authorized Container, approval of which has been withdrawn by the Company under paragraph 2; upon discontinuation of all Beverages by the Company under paragraph 20; upon termination by either party under paragraph 25; and upon termination by the Bottler under paragraph 14. In all other cases, the Company shall have the right, but not the obligation, to purchase the aforementioned items from the Bottler.

29. (a) Subject to the limitations set forth in subparagraph 29(b), in the event that the Bottler at any time fails to carry out a plan approved under paragraph 19 in ail material respects in any geographic segment of the Territory, which segment shall be defined by the Company (hereinafter "Subterritory"), the Company may reduce the Territory covered by this Agreement, and thereby restrict the Bottler's authorization hereunder to the remainder of the Territory, by eliminating the Subterritory from the Territory covered by this Agreement.

(b) In the event of such failure, the Company may eliminate Subterritories from the Territory covered by this Agreement by giving the Bottler notice to that effect, which notice shall define the Subterritory or Subterritories to which the notice applies. The Bottler shall then have a period of six (6) months within which to cure such failure. If the Bottler has not cured such failure in such six (6) month period, the Company may eliminate such Subterritories from the Territory by giving the Bottler further notice to that effect, effective immediately.

(c) Upon elimination of any Subterritory from the Territory:

(i) Schedule D to this Agreement shall be amended to eliminate such Subterritory from the Territory described on Schedule D;

(ii) The Company may manufacture, package, distribute and sell the Beverages in Authorized Containers under the Trademarks in such Subterritory, or authorize others to do so; and

(iii) The Bottler shall not thereafter continue to manufacture, package, distribute or sell any of the Beverages in Authorized Containers in such Subterritory, or to make any use of the Trademarks, Authorized Containers, closures, cases, labels or advertising material bearing the Trademarks in connection with the sale or distribution of the Beverages in such Subterritory.

ARTICLE IX
Transferability/Additional Territories

30. The Bottler hereby acknowledges the personal nature of the Bottler's obligations under this Agreement with respect to the performance standards applicable to the Bottler, the dependence of the Trademarks on proper quality control, the level of marketing effort required of the Bottler to stimulate and maintain demand for the Beverages in Authorized Containers, and the confidentiality required for protection of the Company's trade secrets and confidential information. In recognition of the personal nature of these and other obligations of the Bottler under this Agreement, the Bottler may not assign, transfer or pledge this Agreement or any interest therein, in whole or in part, whether voluntarily, involuntarily, or by operation of law (including, but not limited to, by merger or liquidation), or delegate any material element of the Bottler's performance thereof, or sublicense its rights hereunder, in whole or in part, to any third party or parties, without the prior consent of the Company. Any attempt to take such action without such consent shall be void and shall be deemed to be a material breach of this Agreement.

31. In the event that the Bottler acquires the right to manufacture and sell any of the Beverages in any container that has been designated as an Authorized Container in any territory in the United States outside of the Territory, such additional territory shall automatically be deemed to be included within the Territory covered by this

Agreement for all purposes. Any separate agreement that may exist concerning such additional territory shall be *ipso facto* amended to conform to this Agreement and Schedule D shall be amended by adding such additional territory to the Territory set forth on Schedule D.

ARTICLE X
Litigation

32. (a) The Company reserves the right to institute any civil, administrative or criminal proceeding or action, and generally to take or seek any available legal remedy it deems desirable, for the protection of its good reputation and industrial property rights (including, but not limited to, the Trademarks), as well as for the protection of the Concentrates, the Syrups, the Beverages and the formulas therefor; and to defend any action affecting these matters. At the request of the Company, the Bottler will render reasonable assistance in any such action. The Bottler may not claim any right against the Company as a result of such action or for any failure to take such action. The Bottler shall promptly notify the Company of any litigation or proceeding instituted or threatened affecting these matters. The Bottler shall not institute any legal or administrative proceedings against any third party which may affect the interests of the Company in connection with this Agreement without the Company's prior consent.

(b) The Company has the sole and exclusive right and responsibility to prosecute and defend all suits relating to the Trademarks. The Company may prosecute or defend any suit relating to the Trademarks in the name of the Bottler whenever an issue in such suit involves the Territory and therefore it is appropriate to act in the Bottler's name, or may proceed alone in the name of the Company, provided that the Company shall take no action in the Bottler's name which the Company knows or should know will materially prejudice or impair the rights or interests of the Bottler under this Agreement.

(c) The Bottler recognizes the importance and benefit to itself and all other bottlers of the Beverages of protecting the interest of the Company in the Beverages, Authorized Containers and the goodwill associated with the Trademarks. Therefore, the Bottler agrees to consult with the Company on all products liability claims or lawsuits brought against the Bottler in connection with the Beverages or Authorized Containers and to take such action with respect to the defense of any such claim or lawsuit as the Company may reasonably request in order to protect the interest of the Company in the Beverages, Authorized Containers and goodwill associated with the Trademarks. Further, the Bottler shall supervise, control and direct the defense of all such products liability claims and lawsuits brought against it in a manner that is reasonably calculated to be consistent with the Company's aforementioned interest. The Bottler and the Company shall individually be responsible for their respective liability, loss, damage, costs, attorneys fees and expenses arising out of or in connection with any such products liability claim or lawsuit brought against them whether individually or jointly; provided, however, that the Bottler and the Company expressly reserve all rights of contribution and indemnity as prescribed by law.

ARTICLE XI
General

33. The Company hereby expressly reserves for its exclusive benefit all rights of the Company not expressly granted to the Bottler under the terms of this Agreement.

34. Without relieving the Bottler of any of its responsibilities under this Agreement, the Company, from time to time during the term of this Agreement, at its option and either free of charge or on such terms and conditions as the Company may propose, may offer technology to the Bottler which the Company possesses, develops or acquires (and is free to furnish to third parties without obligation) relating to the design, installation, operation and maintenance of the plant and equipment appropriate for the maintenance of product quality, sanitation and safety as well as for the efficient manufacture and packaging of the Beverages; and relating to personnel training, accounting methods, electronic data processing and marketing and distribution techniques.

35. The Bottler agrees:

(a) It will not disclose to any third party any nonpublic information whatsoever concerning the composition of the Concentrates, the Syrup or the Beverages, except with the prior consent of the Company, and it will use any such information solely to perform its obligations hereunder;

(b) It will at all times treat and maintain as confidential, all nonpublic information that it may receive at any time from the Company, including, but not limited to:

(i) Information or instructions of a technical or other nature, relating to the mixing, sale, marketing and distribution of the product;

(ii) Information about projects or plans worked out in the course of this Agreement; and

(iii) Information constituting manufacturing or commercial trade secrets.

The Bottler further agrees to disclose such information, as necessary to perform its obligations hereunder, only to employees of its enterprise: (i) who have a reasonable need to know such information; (ii) who have agreed to keep such information secret; and (iii) whom the Bottler has no reason to believe is untrustworthy; and

(c) Upon the termination of this Agreement, it will promptly surrender to the Company all original documents and all photocopies or other reproductions in its possession (including, but not limited to, any extracts or digests thereof) containing or relating to any nonpublic information described in this paragraph 35. Following such termination, and the surrender of such materials, the Bottler and its employees shall continue to hold any nonpublic information in confidence and refrain from any further use or disclosure thereof whatsoever, provided

that such obligation shall expire as to any nonpublic information that does not constitute trade secrets ten (10) years following such termination.

36. The Bottler is an independent manufacturer and not the agent of the Company. The Bottler agrees that it will not represent that it is an agent of the Company nor hold itself out as such.

37. The parties agree:

(a) The Existing Allied Bottle Contracts identified on Schedule C are hereby amended, superseded and restated in their entirety, and all rights, duties and obligations of the Company and the Bottler regarding the Trademarks and the manufacture, packaging, distribution and sale of the Beverages in Authorized Containers shall be determined under this Agreement, without regard to the terms of any prior agreement and without regard to any prior course of conduct between the parties;

(b) As to all matters addressed herein, this Agreement sets forth the entire agreement between the Company and the Bottler, and all prior understandings, commitments or agreements relating to such matters between the parties hereto or their predecessors-in-interest are of no force or effect; and

(c) Any waiver or modification of this Agreement or any of its provisions, and any notices given or consents made under this Agreement shall not be binding upon the Bottler or the Company unless made in writing, signed by an officer or other duly qualified and authorized representative of the Company or by a duly qualified and authorized representative of the Bottler, and personally delivered or sent by telegram, telex or certified mail to an officer or other duly qualified and authorized representative of the Company (if from the Bottler) or to a duly qualified and authorized representative of the Bottler (if from the Company) at the principal address of such party.

38. Failure of the Company to exercise promptly any option or right herein granted or to require strict performance of any such option or right shall not be deemed to be a waiver of such option or right, or of the right to demand subsequent performance of any and all obligations herein imposed upon the Bottler.

39. The Company may delegate any of its rights and obligations to any of its subsidiaries or affiliates upon notice to the Bottler, but no such delegation shall relieve the Company of its obligations hereunder.

40. If any provision of this Agreement, or the application thereof to any party or circumstance shall ever be prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision hereof, or the application of such provision to other parties or circumstances.

41. This Agreement shall be governed, construed and interpreted under the laws of the State of Georgia.

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

COCA-COLA BOTTLING COMPANY OF ANDERSON, S.C. *(Bottler)*	**THE COCA-COLA COMPANY COCA-COLA USA DIVISION**
By: /s/ illegible Title: President Date: 1-11-90	By: /s/ Charles Wallace Title: Vice President Date: 1-31-90

SCHEDULE A

Beverages

The soft drink beverages listed below are subject to the terms and conditions of this Agreement.

SPRITE

diet SPRITE

SCHEDULE B

Trademarks

The following trademarks are owned by the Company and authorized for use by the Bottler subject to the terms and conditions of this Agreement:

SPRITE

SPRITE (stylized)

SPRITE Lite

diet SPRITE

SCHEDULE C

Existing Allied Bottle Contracts

The following agreements are all of the agreements pursuant to which the Bottler acts as a bottler of the Beverages ("Existing Allied Bottle Contracts"). All of the following agreements, together with any and all amendments thereto, are amended, superseded and restated in their entirety.

Contract for Sprite
Dated: January 8, 1964
Parties: Fanta Beverage Company and Coca-Cola Bottling Company of Anderson, S.C.

Renewal Letter (To January 7, 1994)
Dated: January 19, 1983
Parties: The Coca-Cola Company, Coca-Cola USA Division and Coca-Cola Bottling Company of Anderson, S.C.

SCHEDULE D

Territories

The geographic areas described below define the Territory subject to the terms and conditions of the Agreement.

IN THE STATE OF SOUTH CAROLINA:

All of Oconee County, South Carolina. All of Anderson County, South Carolina, except that portion of said County included within the following boundaries, to-wit: Beginning at a point on the Anderson-Greenville County line due east of the town of Williamston and running west in a straight line to and including Williamston (present corporate limits), a town in the Greenville territory; thence northwardly in a straight line from the western extremity of the corporate limits of Williamston to the western extremity of the present corporate limits of the town of West Pelzer (a town in the Greenville Territory); thence northwardly in a straight line to and including the settlement as now constituted adjoining the mill village of Piedmont in Anderson County, and nicknamed "Simpsonville", to a point one hundred (100) feet west of Ayers Grocery Store, in Simpsonville (a point in the Greenville territory); thence east in a straight line in a slightly northeasterly direction to a point on the Anderson-Greenville County line one mile north of State Highway Number 8 which crosses said county line at Piedmont, South Carolina; thence in a southerly direction along the Anderson-Greenville County line to a point on said line due east of the town of Williamson, the point of beginning.

That portion of Pickens County, South Carolina, lying west and south of a line beginning at a point on the Anderson-Pickens County line two hundred (200) feet east of the Wesleyan College Road and running in a northwestwardly direction parallel to, and two hundred (200) feet east of said Wesleyan College Road to a point on the Highway approximately two-tenths (2-10) of a mile northeast of the city limits of the town of Central where the Wesleyan College Road joins the Greenville Highway; thence continuing northwestwardly, at right angles to the Southern Railroad, for a distance of one (1) mile; thence southwestwardly, running parallel to and one (1) mile mirth of the Southern Railroad, to the Oconee County line.

(As all of said Towns and Counties existed on July 14. 1937)

COCA - COLA USA — LIST OF AUTHORIZED PACKAGING

TYPE: REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
Coca-Cola	Crown	6.5 oz.	13. oz.	7.750"	2.237"	+ .047-.031	± .047	1.953	7104-04	a
Coca-Cola	Crown & 28mm	10 oz.	15. oz.	9.956"	2.391"	+ .062-.047	± .062	2.203	7108-03	a, c
Coca-Cola	Crown & 28mm	300mL	11. oz.	8.267"	2.401"	+ .062-.031	± .062	1.693	7109-007	a, c
Coca-Cola	Crown & 28mm	12 oz.	16. oz.	9.656"	2.580"	+ .062-.047	± .062	2.203	7111-03	a, c
Coca-Cola	Crown & 28mm	500mL	15. oz.	9.956"	2.781"	± .062	± .062	1.703	7100-R14	a, c
Coca-Cola	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a, c
Coca-Cola	Crown	26 oz.	26. oz.	11.703"	3.328"	± .062	± .078	2.576	7110-02	a
Coca-Cola	28mm	32 oz.	32. oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7110-01	c
Coca-Cola	28mm	1 Liter	32. oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
Coca-Cola	38mm	1 Liter	32. oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7118-35	d
Coca-Cola	28mm	36 oz.	34. oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c
Coca-Cola classic	Crown	6.5 oz.	13. oz.	7.750"	2.237"	+ .047-.031	± .047	1.953	7104-04	a
Coca-Cola classic	Crown & 28mm	10 oz.	15. oz.	9.956"	2.391"	+ .062-.047	± .062	2.203	7108-03	a, c
Coca-Cola classic	Crown & 28mm	300mL	11. oz.	8.267"	2.401"	+ .062-.031	± .062	1.693	7109-007	a, c
Coca-Cola classic	Crown & 28mm	12 oz.	16. oz.	9.656"	2.580"	+ .062-.047	± .062	2.203	7111-03	a, c
Coca-Cola classic	Crown & 28mm	500mL	15. oz.	9.956"	2.781"	± .062	± .062	1.703	7100-R14	a, c
Coca-Cola classic	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a, c
Coca-Cola classic	Crown	26 oz.	26. oz.	11.703"	3.328"	± .062	± .078	2.576	7110-02	a
Coca-Cola classic	28mm	32 oz.	32. oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7110-01	c
Coca-Cola classic	28mm	1 Liter	32. oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
Coca-Cola classic	38mm	1 Liter	32. oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7118-35	d
Coca-Cola classic	28mm	36 oz.	34. oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c
C.F. Coca-Cola	Crown & 28mm	10 oz.	15. oz.	9.656"	2.391"	+ .062-.047	± .062	2.203	7108-03	a, c
C.F. Coca-Cola	Crown & 28mm	300mL	11. oz.	8.267"	2.401"	+ .062-.031	± .062	1.693	7109-007	a, c
C.F. Coca-Cola	Crown & 28mm	12 oz.	16. oz.	9.656"	2.580"	+ .062-.047	± .062	2.203	7111-03	a, c
C.F. Coca-Cola	Crown & 28mm	500mL	15. oz.	9.656"	2.781"	± .062	± .062	1.703	7100-R14	a, c
C.F. Coca-Cola	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a, c
C.F. Coca-Cola	Crown	26 oz.	26. oz.	11.703"	3.328"	± .062	± .078	2.576	7110-02	a
C.F. Coca-Cola	28mm	32 oz.	32. oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7110-01	c
C.F. Coca-Cola	28mm	1 Liter	32. oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
C.F. Coca-Cola	38mm	1 Liter	32. oz.	11.125"	3.656"	+ .078-.062	± .078	1.797	7118-35	d
C.F. Coca-Cola	28mm	36 oz.	34. oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c
diet Coke	Crown & 28mm	10 oz.	15. oz.	9.656"	2.391"	+ .062-.047	± .062	2.203	7108-03	a, c

diet Coke	Crown & 28mm	300mL.	11. oz.	8.267"	2.401"	+ .062-.031	± .062	1.693	7109-007	a, c
diet Coke	Crown & 28mm	12 oz.	16. oz.	9.656"	2.580"	+ .062-0.47	± .062	2.203	7111-03	a, c
diet Coke	Crown & 28mm	500mL	15. oz.	9.656"	2.781"	± .062	± .062	1.703	7100-R14	a, c
diet Coke	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	± .062-.047	± .078	2.203	7113-03	a, c
diet Coke	28mm	32 oz.	32. oz.	11.703"	3.656"	+ .078-.062	± .078	2.578	7110-01	c
diet Coke	28mm	1 Liter	32. oz.	11.703"	3.656"	± .078-.062	± .078	2.578	7118-R31	c
diet Coke	38mm	1 Liter	32. oz.	11.125"	3.656"	± .078-.062	± .078	1.797	7118-35	d
diet Coke	Crown	26 oz.	26. oz.	11.703"	3.359"	± .062	± .078	2.562	17001	a
diet Coke	28mm	36 oz.	34. oz.	12.375"	3.656"	± .062	± .094	2.203	7323-03*	c

* S.C. authorized only.

October 29, 1986

COCA-COLA USA — LIST OF AUTHORIZED PACKAGING

TYPE: REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
C.F. diet Coke	Crown & 28mm	10 oz.	15. oz.	9.656"	2.391"	+.062-.047	±.062	2.203	7108-03	a, c
C.F. diet Coke	Crown & 28mm	300mL.	11. oz.	8.267"	2.401"	+.062-.031	±.062	1.693	7109-007	a, c
C.F. diet Coke	Crown & 28mm	12 oz.	16. oz.	9.656"	2.580"	+.062-.047	±.062	2.203	7111-03	a, c
C.F. diet Coke	Crown & 28mm	500mL.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7100-R14	a, c
C.F. diet Coke	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	±.062-.047	+.078	2.203	7113-03	a, c
C.F. diet Coke	28 mm	32 oz.	32. oz.	11.703"	3.656"	±.078-.062	±.078	2.578	7110-01	c
C.F. diet Coke	28 mm	1 Liter	32. oz.	11.703"	3.656"	±.078-.062	±.078	2.578	7118-R31	c
C.F. diet Coke	38 mm	1 Liter	32. oz.	11.125"	3.656"	±.078-.062	±.078	1.797	7118-35	d
C.F. diet Coke	Crown	26 oz.	26. oz.	11.703"	3.359"	±.062	±.078	2.562	17001	a
C.F. diet Coke	28 mm	36 oz.	34. oz.	12.375"	3.656"	±.062	±.094	2.203	7323-03*	c
cherry Coke	Crown & 28mm	10 oz.	15. oz.	9.656"	2.391"	+.062-.047	±.062	2.203	7108-03	a, c
cherry Coke	Crown & 28mm	300ml	11. oz.	8.267"	2.401"	+.062-.031	±.062	1.693	7109-007	a, c
cherry Coke	Crown & 28mm	12 oz.	16. oz.	9.656"	2.580"	+.062-.047	±.062	2.203	7111-03	a, c
cherry Coke	Crown & 28mm	500ml.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7100-R14	a, c
cherry Coke	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	±.062-.047	±.078	2.203	7113-03	a, c
cherry Coke	28 mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7110-01	c
cherry Coke	28 mm	1 Liter	32. oz.	11.703"	3.656"	±.078-.062	±.078	2.578	7118-R31	c
cherry Coke	38 mm	1 Liter	32. oz.	11.125"	3.656"	±.078-.062	±.078	1.797	7118-35	d
cherry Coke	Crown	26 oz.	26. oz.	11.703"	3.359"	±.062	±.078	2.562	17001	a
cherry Coke	28 mm	36 oz.	34. oz.	12.375"	3.656"	±.062	±.094	2.203	7323-03*	c
diet cherry Coke	Crown & 28mm	10 oz.	15. oz.	9.656"	2.391"	+.062-.047	±.062	2.203	7108-03	a, c
diet cherry Coke	Crown & 28mm	300ml	11. oz.	8.267"	2.401"	+.062-.031	±.062	1.693	7109-007	a, c
diet cherry Coke	Crown & 28mm	12 oz.	16. oz.	9.656"	2.580"	+.062-.047	±.062	2.203	7111-03	a, c
diet cherry Coke	Crown & 28mm	500ml.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7100-R14	a, c
diet cherry Coke	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	±.062-.047	±.078	2.203	7113-03	a, c
diet cherry Coke	28 mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7110-01	c
diet cherry Coke	28 mm	1 Liter	32. oz.	11.703"	3.656"	±.078-.062	±.078	2.578	7118-R31	c
diet cherry Coke	38 mm	1 Liter	32. oz.	11.125"	3.656"	±.078-.062	±.078	1.797	7118-35	d
diet cherry Coke	Crown	26 oz.	26. oz.	11.703"	3.359"	±.062	±.078	2.562	17001	a
diet cherry Coke	28 mm	36 oz.	34. oz.	12.375"	3.656"	±.062	±.094	2.203	7323-03*	c
TAB	Crown	7 oz.	13. oz.	7.750"	2.328"	+.047-.031	±.047	1.953	7216-01	a
TAB	Crown & 28mm	10 oz.	15. oz.	9.956"	2.360	+.047-.031	±.062	2.203	7218-02	a, c
TAB	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	+.062-.047	±.078	2.203	7220-02	a, c
TAB	Crown & 28mm	500ml.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7291-003	a, c

TAB	28 mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7288-02	c
TAB	28 mm	1 Liter	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7222-006	c
TAB	38 mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7222-04	d
TAB	28 mm	36 oz.	34. oz.	12.375"	3.656"	±.062	±.094	2.203	7369-1*	c
C. F. TAB	Crown & 28mm	10 oz.	15. oz.	9.956"	2.360"	+.047-.031	±.062	2.203	7218-02	a, c
C. F. TAB	Crown & 28mm	16 oz.	17. oz.	11.125"	2.635"	+.062-.047	±.078	2.203	7220-02	a, c
C. F. TAB	Crown & 28mm	500ml.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7291-003	a, c
C. F. TAB	28 mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7288-02	c
C. F. TAB	28 mm	1 Liter	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7222-006	c
C. F. TAB	38 mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7222-04	d

* S.C. authorized only.

October 29, 1986

COCA-COLA USA — LIST OF AUTHORIZED PACKAGING

TYPE: REFILLABLE BOTTLES

BRAND	FIHISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAHETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FIIL POINT	DESIGN NUMBER	REFERENCE
Sprite	Crown	7 oz.	13. oz.	7.750"	2.344"	+.047-.031	± .047	1.953	7119-04	a
Sprite	Crown & 28mm	10 oz.	15. oz.	9.656"	2.355"	+.047-.031	±.062	2.203	7203-02	a,c
Sprite	Crown & 28mm	16 oz.	18. oz.	11.125"	2.635"	+.062-.047	±.078	2.203	7207-04	a,c
Sprite	Crown & 28mm	500mL.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7270-06	a,c
Sprite	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7293-01	c
Sprite	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7293-002	c
Sprite	28mm	1 Liter	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7103-014	c
Sprite	38mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7103-11	d
diet Sprite	Crown & 28mm	10 oz.	15. oz.	9.656"	2.355"	+.047-.031	±.062	2.203	7203-02	a,c
diet Sprite	Crown & 28mm	16 oz.	10. oz.	11.125"	2.635"	+.062-.047	±.078	2.203	7207-04	a,c
diet Sprite	Crown & 28mm	500mL	15. oz.	9.656"	2.701"	±.062	±.062	1.703	7270-06	a,c
diet Sprite	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7293-002	c
diet Sprite	38mm	1 Liter	32. oz.	11.125"	3.656"	+,078-.062	±.078	1.797	7103-11	d
Mr. PIBB	Crown & 28mm	10 oz.	15. oz.	9.656"	2.323"	+.047-.031	±.062	2.203	7167-02	a,c
Mr. PIBB	Crown & 28mm	16 oz.	17. oz.	11.125"	2.534"	+.062-.047	±.078	2.203	7340-01	a,c
Mr. PIBB	Crown & 28mm	500mL.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7454-001	a,c
Mr. PIBB	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7292-02	c
Mr. PIBB	28mm	1 Liter	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7169-13	c,ACI.
Mr. PIBB	38mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7169-10	d
Mello Yello	Crown & 28mm	10 oz.	15. oz.	9.656"	2.323"	+.047-.031	±.062	2.203	7167-02	a,c
Mello Yello	Crown & 28mm	16 oz.	17. oz.	11.125"	2.534"	+.062-.047	±.078	2.203	7340-01	a,c
Mello Yello	Crown & 28mm	500mL.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7454-001	a,c
Mello Yello	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-062	±.078	2.578	7292-02	c
Mello Yello	38mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7169-10	d
Ramblin'	Crown & 28mm	10 oz.	15. oz.	9.656"	2.323"	+.047-.031	±.062	2.203	7167-02	a,c
Ramblin'	Crown & 28mm	16 oz.	17. oz.	11.125"	2.534"	+.062-.047	±.078	2.203	7340-01	a,c
Ramblin'	Crown & 28mm	500mL	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7454-001	a,c
Ramblin'	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-..062	±.078	2.578	7292-02	c
Ramblin'	38mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7169-10	d
Fresca	Crown	7 oz.	13. oz.	7.750"	2.328"	+.047-.031	±.047	1.953	7146-01	a
Fresca	Crown & 28mm	10 oz.	15. oz.	9.656"	2.390"	+.062-.047	±.062	2.203	7149-01	a
Fresca	Crown & 28mm	16 oz.	18. oz.	11.125"	2.641"	+.062-.047	±.078	2.203	7151-01	a,c
Fresca	Crown & 28mm	500mL	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7330-003	a,c
Fresca	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7286-01	c
Fresca	38mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7157-10	d
Fanta	Crown	7 oz.	14. oz.	7.750"	2.345"	+.047-.031	±.047	1.953	7126-01	a
Fanta	Crown & 28mm	10 oz.	15. oz.	9.656"	2.360"	+.047-.031	±.062	2.203	7131-03	a,c
Fanta	Crown & 28mm	16 oz.	17. oz.	11.125"	2.563"	+.062-.047	±.078	2.203	7135-01	a,c
Fanta	Crown & 28mm	500mL.	15. oz.	9.656"	2.781	±.062	±.062	1.703	7460-001	a,c,c
Fanta	Crown & 28mm	500mL.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7454-001	a,c
Fanta	28mm	32 oz.	32. oz.	11.703"	3.656"	+.078-.062	±.078	2.578	7287-02	c
Fanta	38mm	1 Liter	32. oz.	11.125"	3.656"	+.078-.062	±.078	1.797	7143-14	d

October 29, 1986

TYPE: REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
Minute Maid	Crown & 28mm	10 oz.	15. oz.	9.656"	2.323"	±.047-.031	±.062	2.203	7167-02	a,c
Minute Maid	Crown & 28mm	16 oz.	18. oz.	11.125"	2.641"	±.062-.047	±.078	2.203	7151-01	a,c
Minute Maid	Crown & 28mm	500ml.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7330-003	a,c
Generic	Crown & 28mm	300ml.	11. oz.	8.268"	2.401"	±.062-.047	±.062	1.693	7464-002	a,c,e
Generic	Crown & 28mm	500ml.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7454-01	a,c,e
Generic	Crown & 28mm	300ml.	15. oz.	9.656"	2.781"	±.062	±.062	1.703	7460-001	a,c,e
Generic	28mm	32 oz.	32. oz.	11.703"	3.656"	±.078-.062	±.078	2.578	7292-02	c,e
Generic	38mm	1 Liter	32. oz.	11.125"	3.656"	±.078-.062	±.078	1.797	7169-12	c,e
Generic	38mm	2 Liter	52. oz.	12.875"	4.656"	±.079	±.084	2.578	7383-02	d,f

TYPE: NON-REFILLABLE BOTTLES

Generic Bare Glass

MATERIAL	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
Straight-Wall	28mm	28 oz.	19.00 oz.	11.250"	3.344"	±.062	±.078	2.562	7252- 03	c,f
Straight-Wall	28mm	28 oz.	18.00 oz.	10.500"	3.344"			1.953	7252-06	c,f
Straight-Wall	28mm	32 oz.	22.00 oz.	11.687"	3.516"	±.062	±.078	2.562	7253-02	c,f
Straight-Wall	28mm	32 oz.	21. oz.	11.250"	3.516"	±.062	±.078	2.203	7253-03	c,f

TYPE: NON-REFILLABLE BOTTLES

MATERIAL	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
Generic Wrapped Glass										
Plasti-Shield	Crown & 28mm	10 oz.	5.50 oz.	5.781"	2.625"	±.063-.047	±.031	1.297	BA-5985 (0-1)	a,c
Econo-Class-Pak/ Pre-Labeled	Crown & 28mm	10 oz.	5.75 oz.	5.781"	2.609"	±.062-.047	±.031	1.297	CC-5361	a,c,f
Pre-Labeled/Universal	28mm	16 oz.	7.5 oz.	6.984"	2.937"	±.062	±.031	1.547	CC-5360	c,f,g
Plasti-Shield	28mm	16 oz.	7.5 oz.	6.984"	2.922"	±.063	±.031	1.547	BB-3916 (0-1)	a,c,f
Plasti-Shield	28mm	1 Liter	16.00 oz.	10.886"	3.500"	±.063	±.078	1.875	BC-2673- 13	a, c,f

TYPE: PLASTIC BOTTLES

MATERIAL	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE
PET	28mm	2 Liter	66 Crams	11.875"	4.484"	± .031	±.047	2.132	7433-04	c-pl,f,g
PET	38mm	2 Liter	72 Crams	11.875"	4.484"	± .031	±.047	2.132	7433-02	d-pl,f,g

TYPE: CANS

MATERIAL	CAPACITY	NOMENCLATURE	REFERENCE
Aluminum	8 oz. (236ml.)	209/211 × 307,2-plece	f
Aluminum	12 oz. (354ml.)	209/211 × 413 Necked In, 2-plece	f
Aluminum	12 oz. (354ml.)	207.5/209/211 × 413 Double Necked In, 2-plece	f
Aluminum	12 oz. (354ml.)	206/207.5/209/211 × 413 Triple Necked-In, 2-plece	f
Aluminum	16 oz. (473ml.)	209/211 × 604 Necked-In, 2-plece	f
Steel	12 oz. (354ml.)	209/211 × 413 Necked-In, 2-plece	f

August 16, 1984

TYPE : REFILLABLE BOTTLES

BRAND	FINISH	CAPACITY	WEIGHT	HEIGHT	MAJOR DIAMETER	TOLERANCES MAJ. DIAMETER	TOLERANCES HEIGHT	FILL POINT	DESIGN NUMBER	REFERENCE

TYPE : CROWNS/CLOSURES

ITEM	MATERIAL	DIAMETER	HEIGHT	TOLERANCES DIAMETER	TOLERANCES HEIGHT	REFERENCE
Crowns	Tin-free Steel or Tinplate	(OD) 1.262"	0.235"	±0.008"	±0.008"	f
Metal Closures	Aluminum	28mm (ID) 1.092"	0.600" (std. band) 0.595" (8 score)	+0.011"/-0.002"	±0.007"	f
		38mm (ID) 1.496"	0.692"	+0.008"/-0.002"	±0.007"	f
Plastic Closures (Ethyl 1716)	Polyproplene	28mm (OD) 1.166"	0.708"	±0.010"	±0.015	f

References

- (a) "Crown" denotes the 26mm Crown Finish (CP I 600 Finish-Refillables/CP I 665 Finish-Non-Refillables).
- (c) "28mm" denotes the 28mm ROPP Threaded Glass Finish (CP I 1650 Finish – Refillable and NON-Refillable).
- (c – p l) Denotes the 28mm ROPP PET finish, Alcoa 969 – 1716-001 Slotted Finish.
- (d) "38mm" denotes the 38mm ROPP Threaded Glass Finish (CP I 1650).
- (d – p l) Denotes the 38mm ROPP PET finish, Alcoa 969 – 1690-001.
- (e) Authorized for use with Allied Products only when decorated with ACL, paper or foil labels according to specifications issued by The Coca-Cola Company.
- (f) Authorized for use with all Products only when decorated according to specifications issued by The Coca-Cola Company
- (g) Design variations at different weights have been authorized on a manufacturing plant basis.

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* S.C. authorized only.

October 29, 1986

LIST OF AUTHORIZED PACKAGES — CORRECTIONS/ADDITIONS

Refillable Bottles

Correct as submitted.

Non-Refillable Bottles — Generic Wrapped Glass (add the following)

Material	Finish	Capacity	Weight	Height	Major Diameter	Tolerances Diameter	Tolerances Height	Fill Point	Design Number	Reference
Plasti-Shield	28mm	20oz.	8.5oz.	8.167"	2.922"	± .063	± .031	1.875"	C-84246-G	a, c, f
Pre-labeled	28mm	20oz.	9.0oz.	8.167"	2.922"	± .063	± .031	1.875"	1.S.-2335	c, f, g

Plastic Bottles (add the following)

Material	Finish	Capacity	Weight	Height	Major Diameter	Tolerances Diameter	Tolerances Height	Fill Point	Design Number	Reference
PET	38mm	3L	69-87 gms	12.935"	5.060"	± .030	± .047	2.132"	7523-001	d-pl, f, g

Cans (revise as follows)

Material	Capacity	Nomenclature	Reference
Aluminum	8oz. (236 mL)	206/211 x 307, 2-pc.	f
Aluminum	12oz. (354 mL)	206/211 x 413, Quad necked-in, 2-pc.	f
Aluminum	16oz. (473 mL)	206/211 x 603, 2-pc. Spinneck	f
Aluminum	12oz. (354 mL)	206/211 x 413, 2-pc. Spinneck	f
Steel	12oz. (354 mL)	206/211 x 413, 2-pc. Spinneck	f

Product Containers (add new section)

Material	Capacity	Type Container	Design
Stainless Steel	4.75 gal	Model A, Pre-mix	7023-1
Stainless Steel	4.75 gal	Model E, Pre-mix	PS -218
Stainless Steel	4.75 gal	Model R, Pre-mix	7321-003
Stainless Steel	5.00 gal	Model F, Post-mix	7295-02
Plastic Bag with Corrugated Box	5.00 gal	Bag-in-Box, Post-mix	7054-012

Crowns/Closures

Delete plastic closures as these are still considered field test and have not yet been “authorized” for general use.

April 6, 1989

Exhibit 10.3

Charles L. Wallace
Vice President
Franchise Affairs

Division of
The Coca-Cola Company

January 27, 1989

Coca-Cola Bottling Co. Consolidated
Tallan Building, Suite 901
Chattanooga, Tennessee 37402

Attention: Reid M. Henson

Gentlemen:

To provide Coca-Cola Bottling Co. Consolidated ("Consolidated") [1] assurances of The Coca-Cola Company's good faith and reasonableness in exercising its rights under new bottler contracts (together, the "Contracts"), to be executed simultaneously with and in reliance upon this Agreement, and in recognition of the fact that Consolidated is executing the Contracts simultaneously with, and in reliance upon, this Agreement, The Coca-Cola Company (the "Company") agrees that:

1. The Company will continue to exercise good faith and fair dealing in its relationship with Consolidated under the Contracts. In this regard, the Company acknowledges that the exercise of its rights under the Contracts will require consideration, as appropriate to each particular situation, of such criteria as: (i) the performance of Consolidated as bottlers relative to that of other comparable Coca-Cola bottlers who are parties to similar contracts; (ii) the nature of the competition and the identity of and resources of the major competitors within the respective Territories of Consolidated, as well as the competitive activity in those Territories; (iii) the price trends of the Concentrate or Syrup sold by the Company to Consolidated relative to other competitive factors and market conditions in the Territories, including Consolidated's prices to retailers for Beverages; (iv) such other criteria as shall in the reasonable opinion of the Company be relevant and material to the exercise by the Company of its rights under the Contracts; provided, however, that it is understood that while these criteria are to be considered in the exercise of good faith and

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[1] Except with respect to paragraph 6 below, for purposes of this Agreement, the term "Consolidated" shall include Consolidated Coca-Cola Bottling Co. Inc. and its direct and indirect controlled subsidiaries existing at any time during the term of this Agreement which are engaged in the production or sale of beverages pursuant to Contracts with the Company.

fair dealing, the Company's exercise of its rights under the Contracts shall not be limited or mandated by any one or more of such criteria by themselves, and that the Company is free to exercise its rights in accordance with its reasonable business judgment in view of all relevant factors, including the Company's situation, so long as such exercise is consistent with good faith and fair dealing.

2. The Company intends to offer to Consolidated marketing support and also intends to exercise its rights under the Contracts, in a manner which is consistent with, and no more burdensome than, as to any other comparable bottler which is a party to similar contracts. In assessing the performance of Consolidated under the Contracts, the Company intends to use fair and reasonable criteria which will include the performance of bottlers of similar size, who are parties to similar contracts and who operate under similar conditions. However, with respect to this paragraph, since the Company's relationships with its bottlers are significantly affected by conditions in each bottler's territory, such as each bottler's performance and competitive marketing conditions, the Company cannot make a binding contractual commitment to treat any particular bottler in the same, or equivalent, fashion as any other bottler.

3. The Company agrees that in the event the Company enters into a written amendment to similar contracts (including any amendment to such contracts with respect to the home market) between the Company and any other bottler of Beverages in a territory in the United States (other than an agreement relating to transfer such as that described in paragraph 6 below), the Company will offer such amendment in its entirety to Consolidated on the same terms and conditions as exist in the written amendment between the Company and such other bottler. The parties agree that a written amendment to such similar contracts or the Home Market Amendment shall be deemed to exist only in the event that the Company and another bottler expressly amend in writing a material, substantive term or condition of those contracts or the Home Market Amendment; and no such written amendment shall be deemed to exist by virtue of any action, inaction or course of dealing undertaken by the Company with respect to marketing, planning, quality control or other matters which are contemplated by the terms and conditions of those Contracts and the Home Market Amendment as in existence on the date of this letter.

4. The attached form of Home Market Amendment shall be immediately executed by both parties, thereby amending the Contracts.

5. The Company agrees that with respect to Concentrates or Syrups sold to Consolidated with respect to territories in the U.S. under the Contracts and the Home Market Amendment, the prices of such Concentrates or Syrups established and revised by the Company from time to time under the Contracts shall not be greater than the prices established and revised by the Company from time to time under similar contractual provisions of sale of the same Concentrates or Syrups to any other bottler with respect to territories in the U.S. which is a party to both similar contracts and the Home Market Amendment, including those which are majority-owned by Coca-Cola Enterprises; provided, however, that it is understood that this provision shall not prohibit minor or

localized pricing differences which do not have a material impact on Consolidated, pricing differences which exist for less than thirty days, or pricing differences which address the needs of particular bottlers to meet specific situations.

For purposes of this letter, the “prices” of Syrups or Concentrates sold to bottlers shall mean only the list prices established and revised by the Company pursuant to paragraph 14(a) (or similar provisions) of the contracts between the Company and the bottlers which are parties to such contracts, without regard to marketing or other expenditures, or nonfinancial support by the Company to, or on behalf of, such bottlers.

6. As applied solely to Coca-Cola Bottling Co. Consolidated, the Company hereby waives the right under paragraph 26 of the Contract between Coca-Cola Bottling Co. Consolidated and the Company that would otherwise exist upon the occurrence of the event of default defined in subparagraph 26(a)(iii) of such Contract.

   Except as expressly set forth in this paragraph 6 as applied solely to Coca-Cola Bottling Co. Consolidated, the Company expressly reserves and does not waive any and all rights of the Company under the Contract.

7. The provisions in the Contracts to the effect that the Contracts encompass all agreements between the parties and supersede all prior agreements shall not have any effect on the validity and continuance of the provisions of this Agreement, which shall have the same term as the Contracts.

8. As used herein, “similar contracts” shall mean contracts which contain substantially the same terms and are in substantially the same form as the Contracts.

9. The Contracts are not intended to apply to sales of fountain or post-mix syrup or to Consolidated’s marketing of such syrup.

10. This Agreement shall be binding upon the successors, if any, of the Company or Consolidated.

11. Company and Consolidated agree that the contents of this Agreement are confidential and that neither party may discuss or disclose any of the provisions herein without the express written permission of the other party.

Please indicate your agreement with the foregoing by executing two copies of this Agreement.

Very truly yours,

THE COCA-COLA COMPANY

By: /s/ Charles L. Wallace
Title: Vice President

ACCEPTED AND AGREED TO:

Coca-Cola Bottling Co. Consolidated,
on behalf of itself and its direct and
indirect controlled subsidiaries

By: /s/ James L. Moore
Title: President

FORM OF HOME MARKET AMENDMENT

Master Bottle Contract

THIS HOME MARKET AMENDMENT ("Home Market Amendment") is made and entered into by and between The Coca-Cola Company ("Company"), through its Coca-Cola USA Division, and

____

____ ("Bottler");

Company and Bottler are presently parties to the MASTER BOTTLE CONTRACT effective as of _______________________ (the "Master Bottle Contract"). This Home Market Amendment provides for the sale of the Beverages in syrup form for use and consumption in the "Home Market" (as such term is hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual benefits and promises from one to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows, all of which shall constitute an amendment to the Master Bottle Contract.

1. Definitions. As used in this Home Market Amendment, (i) capitalized terms which are defined in the Master Bottle Contract shall have the meanings ascribed to them in the Master Bottle Contract, and (ii) the following terms shall have the indicated meanings:

1.1. Home Market Syrup. "Home Market Syrup" shall mean any kind of syrup for any Beverage that is sold or distributed in syrup form by any person for use and consumption in the Home Market.

1.2. Home Market. "Home Market" shall mean with respect to the Territory (i) residences, i.e., the places where people reside such as single family dwellings, condominiums, apartment houses and cooperative housing complexes, and (ii) the nonpublic areas within residences specifically excluding any restaurants, cafeterias, similar food service outlets and any other retail outlets located therein.

1.3. Total Bottler Syrup Gallons. "Total Bottler Syrup Gallons" shall mean, with respect to any time period, the total number of gallons of Home Market Syrup and Syrup (including equivalent gallons of beverage base and concentrate) to produce Beverages for distribution and sale in Authorized Containers purchased by the Bottler for its own account.

1.4. Unauthorized Home Market Syrup. "Unauthorized Home Market Syrup" shall mean Home Market Syrup which is sold in the Territory by any person other than through Bottler or any entity affiliated with Bottler.

1.5. Fountain Home Delivery Syrup. "Fountain Home Delivery Syrup" shall mean equivalent gallons of syrup for any Beverage which has been used by anyone other than through Bottler or an entity affiliated with Bottler to produce a finished Beverage which was sold and delivered to the Home Market in the Territory by the vendor of such Beverage.

1.6. Weighted Average Fountain Concentrate Price, "Weighted Average Fountain Concentrate Price" shall mean a price calculated in the following manner:

(a) With respect to each Beverage, multiply (A) the number of gallons of fountain syrup (and equivalent gallons of concentrate and beverage base to produce fountain syrup) sold by the Company during such calendar quarter by (B) the lowest fountain concentrate price published by the Company for fountain wholesalers effective during such quarter (net of all discounts, allowances, fees and other generally available adjustments, except volume discounts);

(b) Add together all of the arithmetic products of the foregoing computations;

(c) Divide the foregoing sum by the total number of gallons of fountain syrup (and equivalent gallons of concentrate and beverage base to produce fountain syrup) for all Beverages sold by the Company during such quarter.

1.7. Independent First Line Master Bottler. "Independent First Line Master Bottler" shall mean any business entity having contracts with the Company substantially similar to the Master Bottle Contract and this Home Market Amendment covering a geographic territory within the United States of America, if a majority of the voting securities of such business entity is not owned directly or indirectly by the Company,

2. General Statement of Relationship; Home Market Syrup. Home Market Syrup for each of the Beverages listed on Schedule A to the Master Bottle Contract (as Schedule A may be modified from time to time under the Master Bottle Contract) shall be deemed to be a Beverage and a Syrup covered by all of the terms and conditions of the Master Bottle Contract; and Bottler shall have the sole, exclusive and perpetual right and license in Bottler's Territory to supply the Home Market with Home Market Syrup, subject to all of the provisions of the Master Bottle Contract.

No other party shall be authorized by Company to sell and deliver any beverage marketed under the Coca-Cola or Coke trademarks with or without modification produced in any form that may hereafter be developed into the Home Market in the Territory unless Company shall have first offered such authorization to Bottler on terms and conditions which are equivalent in every material respect to those which may be offered to such other party. For purposes of this Paragraph, beverages shall include syrups, concentrates, beverage bases and other materials used to produce beverages but shall not include finished beverages purchased at retail from fountain accounts. The terms and conditions offered to Bottler may be different from or additional to but not inconsistent with the terms and conditions of the Master Bottle Contract. Bottler shall have 75 days after receipt of Company's proposal to accept the authorizations included therein by giving Company notice of such acceptance. If Bottler does not give Company timely notice of Bottler's acceptance of such authorizations and the terms and conditions thereof, then Company shall have the right to authorize others to sell and deliver such beverages in such new form in the Territory on the same terms as offered to Bottler.

2.4. Reservation of Rights. This Home Market Amendment defines the rights and obligations of the parties only with respect to the matters specifically set forth herein. This Home Market Amendment shall not by implication amend or change any rights or obligations of the parties under the Master Bottle Contract. Except as expressly amended by this Home Market Amendment, the Master Bottle Contract defines the rights and obligations of the parties with respect to the manufacture, packaging and distribution of the Beverages under the Trademarks in Authorized Containers for sale in the Territory, and said Master Bottle Contract shall remain in full force and effect in accordance with its terms.

3. Covenants. The Company and Bottler shall cooperate with each other in carrying out the covenants contained in this Paragraph 3. Nothing contained in Paragraph 4 of the Master Bottle Contract shall be deemed to be inconsistent with the specific provisions of this Paragraph 3.

3.1. Unauthorized Bottling. The Company shall take all actions which are commercially reasonable and legally permissible to prohibit the manufacture and sale of any beverage marketed under the Coca-Cola or Coke trademarks with or without modification in Authorized Containers in the Territory by anyone other than through Bottler, except to the extent that such manufacture and sale may in the future be permitted under any of the provisions of Article VIII of the Master Bottle Contract.

3.2. Sales of Home Market Syrup. The Company shall take all actions which are commercially reasonable and legally permissible to prohibit the sale of Home Market Syrup in the Territory by anyone other than through Bottler and any entity affiliated with Bottler, except to the extent that such sale may in the future be permitted under the Master Bottle Contract and this Home Market Amendment.

3.3. Unauthorized Fountain Sales. Bottler shall take all actions commercially reasonable and legally permissible to prohibit the distribution and sale of any Syrup purchased hereunder to fountain wholesalers or to fountain accounts.

3.4. Home Delivery. Company will not actively encourage and promote home delivery of fountain products; provided, however, that nothing herein shall restrict Company from taking appropriate action if Company reasonably determines that such activity is necessary because of activity by its competitors, or in order to service its customers.

4. Royalty Payments.

4.1. General Provision. If a commercially significant amount of Unauthorized Home Market Syrup plus Fountain Home Delivery Syrup is sold in the Territory, Company shall pay Bottler a royalty amount determined under this Paragraph 4.

4.2. Commercially Significant Amount; Royalty Rate. The parties agree that a “Commercially Significant Amount” of Unauthorized Home Market Syrup plus Fountain Home Delivery Syrup is being sold in the Territory (such combined amount being referred to herein as “Total Royalty Gallons”) if such Total Royalty Gallons exceed 3% of the Total Bottler Syrup Gallons. If in any calendar quarter, the Total Royalty Gallons exceed 3% of the Total Bottler Syrup Gallons, the Company shall make the royalty

payments provided for in this Paragraph 4 to Bottler. Subject to the further provisions of this Paragraph 4, the amount of such royalty (the "Royalty Amount") shall be 40% of the Weighted Average Fountain Concentrate Price with respect to each Total Royalty Gallon that is reasonably estimated, as provided below, to have been sold in the Territory during the preceding calendar quarter.

4.3. Determination of Total Royalty Gallons. The determination of Total Royalty Gallons shall be made in accordance with the methodology ("Royalty Study") set forth in Attachment A hereto. Bottler shall have the. right to demand that a Royalty Study be performed with "respect to any calendar quarter for which Bottler contends that a Commercially Significant Amount of Total Royalty Gallons was sold in the Territory. Bottler's demand must be made, if at all, by delivering written notice to the Company within 15 days after the close of the calendar quarter. If the Royalty Study determines that a Commercially Significant Amount of Total Royalty Gallons was sold in the Territory during the calendar quarter, the Company shall owe Bottler the Royalty Amount based upon the Total Royalty Gallons determined pursuant to the Royalty Study. The same Royalty Amount shall continue to be paid quarterly by the Company for each calendar quarter following a Royalty Study that determines that a Commercially Significant Amount of Total Royalty Gallons has been sold in the Territory, unless and until a subsequent Royalty Study determines a different amount of Total Royalty Gallons has been sold in the Territory in any quarter. The Company's obligation to continue to pay the Royalty Amount shall cease when and if a subsequent Royalty Study determines that less than a Commercially Significant Amount of Total Royalty Gallons has been sold in the Territory in any quarter. The Company shall have the right to demand that a Royalty Study be performed with respect to any calendar quarter for which the Company would otherwise be obligated to pay a Royalty Amount pursuant to a Royalty Study performed in a prior quarter. The following rules shall apply to the performance of any Royalty Study and to the payment of any Royalty Amount:

(a) Only one Royalty Study shall be performed with respect to any quarter;

(b) The person that performs the Royalty Study shall be mutually agreeable to the Bottler and the Company;

(c) The costs and expenses incurred with respect to a Royalty Study (including the fees of the person performing the study) shall be paid by the Company if the Royalty Study determines that a Commercially Significant Amount of Total Royalty Gallons was sold in the Territory during the quarter In question, but such costs and expenses shall be paid by the Bottler for any Royalty Study that determines that the Total Royalty Gallons were less than a Commercially Significant Amount.

(d) The Company shall pay the Royalty Amount, if any, due with respect to any calendar quarter not later than 15 days after the completion of a Royalty Study that establishes the Total Royalty Gallons upon which the Royalty Amount is based, or if no Royalty Study has been demanded for the quarter In question, not later than 30 days after the end of that quarter. The Company's payment of any Royalty Amount that may become due shall be accompanied by a certificate

executed by the Chief Financial Officer of Coca-Cola USA certifying that the Royalty Amount has been computed in accordance with the Royalty Study and this Paragraph 4; and

(e) The Company shall never owe any Royalty Amount unless Total Royalty Gallons exceed a Commercially Significant Amount. For any quarter in which Total Royalty Gallons exceed a Commercially Significant Amount, the Company shall pay Royalty Amount based upon the entire amount of Total Royalty Gallons.

4.4. Exceptions to Royalty Payments. The Company shall not be obligated to make any payments of the Royalty Amount if:

(a) Bottler shall cease being the exclusive seller of Home Market Syrup in the Territory, or

(b) The exclusivity granted to Bottler pursuant to this Home Market Amendment is finally determined not to be legally enforceable.

4.5. National Maximum Royalty. In no event shall the Company be obligated to make royalty payments to all Independent First Line Master Bottlers with respect to gallons of syrup in excess of 5% of the Total Bottler Syrup Gallons purchased by all such Independent First Line Master Bottlers for their own account. If such payment maximum is reached, (i) the Company shall continue to make royalty payments based on the number of Total Royalty Gallons, not to exceed 5% of Total Bottler Syrup Gallons purchased by all Independent First Line Master Bottlers in each quarter, such payments being allocated among Independent First Line Master Bottlers in proportion to the respective amounts of Total Royalty Gallons sold in their territories during the most recent quarter for so long as the number of Total Royalty Gallons exceeds such 5% maximum, and (ii) the Company and Bottler shall negotiate in good faith concerning a new agreement on this subject based upon the then existing facts and conditions. In the event that the Independent First Line Master Bottlers who purchased for their own account eighty percent (80%) or more of all Total Bottler Syrup Gallons purchased for their own account by all Independent First Line Master Bottlers agree with the Company to amend the provisions of this Paragraph 4 to reflect a new arrangement based upon the then existing facts and conditions, then Bottler hereby agrees to include such amendment in this Home Market Amendment. The Total Bottler Syrup Gallons purchased by such Independent First Line Master Bottlers shall be determined based on the most recently-ended calendar year prior to the date such amendment was first offered to bottlers.

4.6. Exclusive Remedy. The royalty payments to be made pursuant to this Paragraph 4 shall be Bottler’s sole and exclusive remedy for any breach of the provisions of Paragraphs 3.2 and 3.4 of this Home Market Amendment by the Company.

5. Packages.

5.1. Authorized Containers for Home Market Syrup. The Company will, from time to time, in its discretion, approve containers of certain types, sizes, shapes and other distinguishing characteristics for the packaging of Home Market Syrup. Such containers approved by the Company for Home Market Syrup will be separately identified on the

list of Authorized Containers provided by the Company to the Bottler under Paragraph 2 of the Master Bottle Contract and shall be deemed to be Authorized Containers under the Master Bottler Contract, except that Bottler shall be authorized to fill such containers only with Home Market Syrup.

6. Performance: Home Market Syrup.

6.1. Standard. The Bottler shall be free to determine how to supply the demand for soft drink beverages in its territory, including the demand created by making Home Market Syrup available, so long as the obligations of the Bottler relating to the marketing of the Beverages, financial capacity and planning are satisfied in accordance with Article VI of the Master Bottle Contract.

6.1.1. Bottler also agrees to cooperate in good faith with the Company in programs designed to service the needs of customers whose operations are located in more than one bottler territory. The intent of this provision is to ensure reasonable levels of program consistency while recognizing Bottler's right to set prices and terms to its customers.

6.1.2. Bottler shall invest in plant and equipment, and keep such plant and equipment in a condition to meet satisfactorily the demand for Home Market Syrup in the Territory, and shall increase such investment as the demand for Home Market Syrup may require, all in accordance with the obligations of the Bottler under Article IV of the Master Bottle Contract.

7. No Third Party Beneficiary. No person, firm or other entity shall be a third party beneficiary of this Home Market Amendment.

8. Effectiveness. This Home Market Amendment will become effective upon execution by Bottler and the Company.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Home Market Amendment on this 29th day of October 1999.

THE COCA-COLA COMPANY
Coca-Cola USA Division

By: ______________________

Title: ______________________

Bottler

By: ______________________________

Title: ______________________________

ATTACHMENT A

Royalty Study

Methodology

1. A representative panel of no less than 300 households and no more than 500 households that purchase soft drinks for use at home will be selected within the Territory.

2. Data collected from these households will include:

   - Soft drink brands purchased
   - Soft drink package sizes purchased
   - Soft drink package types purchased
   - Locations of soft drink purchases including home delivery of fountain products
   - Quantity of soft drinks purchased
   - Demographics

3. At least six weeks will be necessary for study completion. This consists of approximately two weeks to assemble the panel, two weeks for data collection, one week for tabulation and one week for analysis.

4. Households will record the sources from which soft drinks enter the home and the amount of volume purchased from each source. This will provide a measure of total soft drink purchases for use at home. Package and source of purchase data will be used to quantify the components of syrup volume identifiable as: (i) Unauthorized Home Market Syrup and Fountain Home Delivery Syrup (the combined amount being “Total Royalty Gallons”); and (ii) Total Bottler Syrup Gallons as defined in Paragraph 1.3.

5. To conclude that Total Royalty Gallons is greater than three percent (3%) of Total Bottler Syrup Gallons, the data must demonstrate that Total Royalty Gallons exceeds three percent (3%) of Total Bottler Syrup Gallons at the .95 level of statistical significance.

6. The Royalty Study will be conducted by an independent market research firm that is agreeable to the Bottler and the Company. The Company shall propose a market research firm to conduct the Royalty Study, subject to the approval of the Bottler.

Exhibit 10.4

DASANI

MARKETING AND DISTRIBUTION AGREEMENT

THIS AGREEMENT (the "Agreement"), with effect from OCTOBER 1,2000, (the "Effective Date") is made and entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware having an office in Atlanta, Georgia, acting through its Coca-Cola North America Division, herein referred to as "Company," and Metrolina Bottling Company, a Corporation organized and existing under the laws of the State of Delaware, with a place of business at **Charlotte, NC**, herein referred to as "Distributor."

W I T N E S S E T H

WHEREAS, Company will authorize the manufacture of certain beverages in the form of Purified Water with Minerals Added for Flavor (the "Beverages");

WHEREAS, Distributor is an established distributor of soft drink products of Company with existing facilities and organization serving a well-established group of customers; and

WHEREAS, Distributor desires to purchase the Beverages referred to above from those manufacturers authorized by Company and to distribute the Beverages in and throughout the territory described in Appendix 1 (hereinafter referred to as the "Territory").

WHEREAS, both Company and Distributor are committed to profitable volume and per capita growth for the Beverages.

This having been set forth, the parties agree as follows:

I. OBJECTIVE OF THE AGREEMENT

1. With respect to the Beverages packaged in the containers set forth in Appendix 2 hereof (hereinafter referred to as the "Authorized Containers,") Company grants to Distributor, subject to the terms and conditions contained herein:

   (a) the authorization to purchase the Beverages packed in Authorized Containers from those certain manufacturers that Company may from time to time designate in writing to Distributor (the "Approved Processors"); and

   (b) the exclusive authorization to distribute the Beverages in Authorized Containers in accordance with and subject to the provisions of the Agreement in the Territory under the trademarks set forth in Appendix 3 hereof (hereinafter referred to as the "Trademarks").

Company agrees that it will exercise its rights under the Agreement based upon all relevant factors in a manner consistent with the terms of the Agreement and the standard of good faith and fair dealing.

2. To this effect, Company will designate the Approved Processors who will manufacture the Beverages and pack them in Authorized Containers; and Company will authorize the Approved Processors to sell the Beverages in Authorized Containers to Distributor. In accordance with this paragraph 2, Company agrees to authorize the Approved Processors to sell to Distributor sufficient quantities of the Beverages in Authorized Containers to meet the requirements of Distributor in the Territory as described herein. Subject to paragraph 9 of the Agreement, Distributor and the Approved Processors shall establish between themselves the prices of the Beverages in the Authorized Containers as well as the terms of payment and other conditions of supply.

II. OBLIGATIONS OF DISTRIBUTOR RELATING TO THE MARKETING, HANDLING AND STORAGE OF THE BEVERAGES

3. For the Term of the Agreement, Distributor agrees:

(a) to buy exclusively from the Approved Processors the quantities of the Beverages required to satisfy fully the demand for the Beverages in Authorized Containers in the Territory;

(b) to distribute the Beverages in Authorized Containers in the Territory for its own account, and, in general, to use best efforts and employ all suitable, commercially reasonable and approved means to develop and exploit the potential of the business of distributing and marketing the Beverages within the Territory by creating and stimulating the demand for the Beverages and by satisfying fully and in all respects such demand;

(c) in particular, to invest all capital and to incur all expenses commercially reasonably required for the organization, installation, operation and maintenance of a distribution enterprise within the Territory, with warehousing, marketing, distribution, delivery, transportation and other equipment and facilities necessary and sufficient to exploit and develop satisfactorily the distribution enterprise of Distributor throughout the entire Territory during the Term (as hereinafter defined) of the Agreement and to satisfy the reasonable requirements of customers for the Beverages in all trade channels; to secure at Distributor's own expense competent and well-trained management and to recruit, train, and use all personnel reasonably required, sufficient in every respect to carry out the objectives of the Agreement and to fulfill the duties hereunder of Distributor;

(d) not to manufacture, sell, market or otherwise be concerned with any bottled water in the Territory other than the Beverages during the Term of the Agreement without Company's prior written consent. Distributor has advised Company that the restrictions contained in this subparagraph (d) may conflict with the product requirements of certain food service customers of the full line vending operations

of Distributor or of Distributor's subsidiary or affiliate. When requested by such customer, Distributor may provide a product that is otherwise prohibited by this subparagraph 3(d); provided, however, that Distributor agrees that, in any such circumstance, Distributor will use its best efforts to sell Beverages in Authorized Containers to all such customers in lieu of or in addition to such other products. Upon discovery of a violation of this subparagraph 3(d), Company shall have the option to terminate the Agreement immediately without any liability of any kind or nature;

(e) not to sell or distribute or cause the sale or distribution in any manner whatsoever of any of the Beverages outside the Territory without the prior written consent of Company;

(f) not to manufacture, package, sell, deal in or otherwise use or handle any beverage, concentrate, beverage base, or syrup likely to be confused with, or passed off for, the Beverages;

(g) not to manufacture, package, sell, deal in or otherwise use or handle any product under any trade dress or in any container that is an imitation of a trade dress or container for the Beverages in which Company claims a proprietary interest or which is likely to be confused or cause confusion with or be confusingly similar to or be passed off as such trade dress or container;

(h) not to manufacture, package, sell, deal in or otherwise use or handle any product under any trademark or other designation that is an imitation, counterfeit, copy or infringement of, or confusingly similar to, the Trademarks; and

(i) not to acquire or hold, directly or indirectly, any ownership interest in, or enter into any contract or arrangement with respect to the management or control of, any individual, corporation, partnership, limited partnership, trust or unincorporated association within or without the Territory that engages in any of the activities prohibited under subparagraphs (f), (g) and (h) of this paragraph 3.

4. Company agrees, at its own expense, to use commercially reasonable efforts to develop and maintain consumer demand for the Beverages on a national level through appropriate advertising, marketing, and merchandising programs selected by Company. Company shall also have the right, but not the obligation, to carry out at its own expense local or area advertising, marketing or sales promotion activities of any kind that Company in its judgment believes will support the maximization of sales of the Beverages, including sales in the Territory; provided, however, Company shall provide distributor with reasonable advance notice as to such local activities.

5. (a) Distributor agrees, at its own expense, to appropriate and spend such funds for advertising and sales promotion of the Beverages as are reasonably required to develop, stimulate, and satisfy .fully the demand for the Beverages among Distributor's customers in the Territory. Distributor agrees to submit all advertising and sales promotion materials and activities involving or mentioning

the Trademarks or the Beverages to Company for prior approval; Distributor shall use, publish, maintain or distribute only such advertising and sales promotion materials relating to the Trademarks or the Beverages that Company has authorized in a prior writing.

(b) Company retains the right to test market anywhere within the Territory prospective New Beverages or New Containers (as defined in paragraph 16 below), as well as reformulations of the Beverages, as Company, in its sole discretion, deems necessary or desirable. Company further retains the right to conduct such local marketing and promotional activities regarding New Beverages or New Containers anywhere within the Territory as Company, in its sole discretion, deems necessary or desirable. Such activities may include, but are not limited to, the distribution of samples of New Beverages or reformulated Beverages in the Territory. Before exercising any of the rights retained under this subparagraph 5(b), Company shall provide Distributor in writing a detailed description of test market activities planned by Company, and Company will offer to Distributor the right to test market within the Territory the prospective New Beverages, Beverages in New Containers or reformulations of the Beverages that Company deems necessary or desirable. Only in the event that Distributor chooses not to accept the test market offer within twenty (20) business days after its receipt of the detailed description may Company then exercise any of the aforesaid rights. If Distributor agrees to conduct the test market activities, Distributor agrees to execute such test on a prompt basis to Company's satisfaction.

(c) Distributor acknowledges that Company has entered into, or shall enter into, agreements similar to the Agreement with other parties outside the Territory. Distributor agrees to conduct its business in such a manner as to avoid conflicts with such other parties, and, in the event of disputes nevertheless arising with such other parties, to make every effort to settle such disputes on a commercially reasonable basis.

(d) Company may, if it chooses, either deliver Beverages directly to a "Commissary Exception Account" as defined herein, or call upon Distributor to deliver the Beverages in Authorized Containers for Company. If Company so requests, Distributor agrees that it will deliver the Beverages in Authorized Containers to a Commissary Exception Account.

If Company or another party acting under authority of Company delivers directly to a Commissary Exception Account located in the Territory, Company agrees to pay to Distributor as a "Commissary Fee" an amount equal to One Dollar ($1.00) for each physical case or recognized industry equivalent (a "Case") so delivered by Company or another party acting under authority of Company if the Beverage is for ultimate consumption within the Territory. If Company or another party acting under authority of Company delivers directly to the Commissary Exception Account located outside the Territory, Company agrees to pay to Distributor a Commissary Fee of One Dollar ($1.00) for each Case so delivered if the Beverage

is for ultimate consumption within the Territory; provided, however, Distributor is not entitled to receive such Commissary Fee with respect to Beverages so delivered that are for consumption aboard a passenger transportation service, such as an airline or railroad.

If Company does not deliver but instead asks Distributor to deliver to a Commissary Exception Account, Distributor agrees to deliver for Company out of Distributor's inventory the Beverage in Authorized Containers to a Commissary Exception Account located within the Territory as requested. Distributor shall then promptly receive from Company (1) a Commissary Fee of One Dollar ($1.00) for each Case so delivered by Distributor to a Commissary Exception Account, provided the Beverage is for ultimate consumption within the Territory; (2) a Delivery Fee of seventy-five cents ($0.75) for each Case which Distributor so delivers and (3) payment of Distributor's Price for the Beverages so delivered. Distributor agrees that it shall, upon request by Company, sell to Company such quantities of the Beverages in Authorized Containers as Company may reasonably request in connection with sales by Company to any Commissary Exception Account. Distributor agrees that its sales price (the "Distributor's Price") to Company under these circumstances will be subject to negotiation between Distributor and Company, but in no event shall Distributor's Price exceed Distributor's floor cost for the Beverages in Authorized Containers. For the avoidance of doubt, the Delivery Fee referred to in the preceding sentence is also payable to Distributor with respect to delivery within the Territory to a facility of a Commissary Exception Account which provides passenger transportation services, such as an airline or railroad.

Upon receipt by the Company from Distributor of proof of costs actually incurred by Distributor, net of any credits, refunds, rebates, collected deposits or recoveries, in paying any applicable mandatory soft drink container deposit redemptions or escheats, soft drink sales taxes, or other such mandatory soft drink taxes or soft drink fees, including any applicable fee pertaining specifically to bottle water, imposed by operation of law on the Beverages in Authorized Containers delivered (i) by Company or Distributor to a Commissary Exception Account located outside the Territory for ultimate consumption within the Territory, or (ii) by Company, or another party acting under authority of Company, to a Commissary Exception Account located outside the Territory for ultimate consumption within the Territory (for purposes of this subparagraph, "net statutory costs"), Company agrees to pay to Distributor a Commissary Refund equal to the amount of such net statutory costs. It is the intent of the parties that the Commissary Refund, if any, shall be in addition to, and not a reduction of, the Commissary Fee.

Beginning in the second calendar year of the Term, as defined below and for each calendar year thereafter during the Term the Commissary Fee and the Delivery Fee referred to in this subparagraph (d), but not the Commissary Refund, shall be adjusted in an amount equal to the percentage change for the then most recently completed calendar year in the Consumer Price Index ("CPI") (as published by

the Bureau of Labor Statistics United State Department of Labor, for "All Consumers" in the "All Items" category). The Company shall calculate the amount of the adjustment when the percentage change is published and such adjusted amount shall remain in effect for the remainder of the then current calendar year. Until such adjustment is effected, the Company will pay any Commissary Fee or Deliver Fee due to the Distributor on the basis of the applicable fee in effect as of January 1 of the then current year. A retroactive payment, if any is due, will be made to the Distributor on the basis of any adjustment to the fees based upon the published percentage change in the CPI.

A "Commissary Exception Account" is an account that operates through a commissary system for delivery of food and beverage products to its outlets and that serves its customers the Beverages for "on-premise" consumption as distinct from selling the Beverages for "off-premise" consumption. Some examples of Commissary Exception Accounts are (i) restaurant chains, (ii) food service operators with respect to their sale of Beverages through manual beverage units but not their sale of Beverages through coin operated vending machines and (iii) passenger transportation services, such as airlines and railroads.

The parties acknowledge and understand that the Beverages in Authorized Containers subject to the terms of the Agreement shall not be warehouse delivered except to the extent there is no other commercially feasible method available to provide service to a Commissary Exception Account.

6. Distributor warrants that the handling, storage, delivery and merchandising of the Beverages shall be accomplished in accordance with handling, storage, delivery and merchandising standards established by Company and communicated to Distributor by Company from time to time and shall, in any event, conform with all applicable food, health, sanitation and other relevant laws and regulations applicable in the Territory. Distributor is specifically responsible for ensuring that shelf stocks of Beverages are rotated in accordance with standards established by Company. Any costs associated with recall and disposal of Beverages which arise out of Distributor's failure properly to handle, store, deliver or merchandise the Beverages, including, but not limited to, properly ensuring rotation of shelf stocks, shall be the responsibility of Distributor in accordance with the provisions of paragraph 19 below. Notwithstanding the foregoing, in the event of a recall of Beverages at a Commissary Exception Account, Distributor and Company will negotiate in good faith with each other concerning the financial responsibility for any such recall.

7. (a) Periodic strategic planning is essential for the proper implementation of the Agreement. Distributor and Company, therefore, shall cooperate in preparing an annual marketing plan (the "Annual Business Plan" or "Plan") for the mutually profitable volume and per capita growth of the Beverages in the ensuing calendar year (the "Plan Year"). Company shall assist Distributor in preparing the Plan by providing to Distributor, in sufficient time to permit the preparation of a Plan in accordance with this subparagraph, (i) the estimated price at which Company expects to sell Beverage Base for the Beverages to the Approved Processors

during the following calendar year, (ii) what advertising and marketing support Company expects to be able to provide Distributor for the ensuing year, and (iii) such other information which may be relevant to the development of the Plan. This other information may include a description of Company concepts or programs with respect to the advertising, marketing and promotion of the Beverages during the ensuing calendar year and the marketing and sales objectives and strategies Company has for the Beverages, including a channel merchandising strategy and such other relevant information as may be helpful to Distributor in preparing the Plan. Distributor and Company shall meet together at an appropriate time prior to the end of the calendar year preceding the Plan Year to discuss Distributor's proposed Annual Plan, which Plan shall set out in reasonable detail the marketing, management and advertising plans of Distributor with respect to the Beverages for the ensuing year. Company and Distributor shall work together in finalizing the Annual Plan prior to the beginning of the Plan Year, taking into consideration the circumstances of Distributor's local market conditions and performance of other Distributors similarly situated. Upon approval by both parties of such Plan, which approval shall not be unreasonably withheld by either party, Distributor and Company shall perform their obligations substantially as described in such Plan. Distributor shall be deemed to have not fulfilled its obligations (i) if it does not prepare and submit a proposed Plan in accordance with this subparagraph 7(a) or (ii) if Distributor fails to substantially perform the approved Plan or any material part thereof; provided, however, that any such failure by Distributor shall be waived if such failure results directly from failure on the part of Company to perform Company's obligations under this subparagraph 7(a) or any material part thereof. Failure by Distributor to prepare a Plan in accordance with this subparagraph 7(a) or to perform substantially in accordance with the Plan or any material part thereof will demonstrate Distributor's unwillingness to develop, stimulate and satisfy fully the demand for the Beverages in the Territory. Company recognizes that circumstances may occur during the relevant Plan year, which circumstances could not be anticipated and are beyond the control of Company and/or Distributor. If such circumstances occur, Company and Distributor shall meet together and modify the Plan as appropriate to such circumstances.

(b) Distributor shall report to Company periodically, but not less than quarterly, as to its implementation of the Annual Plan. Distributor shall also provide information relating to Distributor's sales of the Beverages and any extensions thereof in the Territory by volume and package. Distributor also agrees to provide information by volume and package for Beverages and any extensions thereof sold by Distributor to each outlet of a customer with which Company has a national account agreement or program.

8. (a) Except as may be authorized specifically by Company in accordance with the Agreement, Distributor shall not sell, distribute or otherwise transfer any Beverages to any person under circumstances in which Distributor knows, should know or has been informed by Company that such person will redistribute the Beverages for ultimate sale outside the Territory. If any Beverages originating

with Distributor are found outside the Territory, Distributor shall be deemed to have transshipped such Beverages and shall be deemed to be a "Transshipping Distributor" for purposes hereof. The presumption of the foregoing sentence, however, shall not apply with respect to Beverages in Authorized Containers sold to a Commissary Exception Account if Distributor can demonstrate by its business records that any such Beverages were either (i) not received by Distributor from an Approved Processor or (ii) if Distributor did receive such Beverages, they were delivered by Distributor to a Commissary Exception Account. In addition to any other remedies Company may have a right to assert against a Transshipping Distributor for violation of this paragraph, Company may impose upon a Transshipping Distributor a charge for each case of Beverages transshipped by such Distributor. The per case amount of such charge shall be determined by Company in its sole discretion and may be an amount not to exceed three times Offended Distributor's (as such term is hereinafter defined) most current average gross margin per case of the Beverages transshipped, as reasonably estimated by Company. Company and Distributor agree that the amount of any such charge shall be deemed to reflect the damages to Company, the Offended Distributor (if any) and the distribution system. If Beverages are transshipped into the territory of an Offended Distributor, Company shall forward to the Offended Distributor upon receipt, if any, from the Transshipping Distributor, not less than the Offended Distributor's most current average gross margin per case of the Beverages transshipped. For purposes of the Agreement, "Offended Distributor" shall mean a distributor of Beverages in Authorized Containers into whose territory a Beverage in Authorized Containers is transshipped.

(b) In the event Beverages distributed or sold by Distributor are found in the territory of an Offended Distributor, Distributor shall make available to Company all documents and records relating to such Beverages and shall assist Company in all investigations relating to such Beverages. The decisions as to which remedy to pursue and whether to pursue any remedy shall be in the sole discretion of Company.

III. TERMS AND CONDITIONS OF SALE OF THE BEVERAGES

9. If Distributor is unable to purchase the Beverages from an Approved Processor at a price (the "Offer Price") that is acceptable to Distributor, Distributor may give written notice to Company describing the circumstances. Within thirty (30) days of its receipt of such notice. Company shall use reasonable commercial efforts to obtain an Offer Price that is acceptable to Distributor. If Company is unable to obtain an Offer Price that is acceptable to Distributor, Distributor may, at its option, notify Company that Distributor is unwilling to purchase the Beverages at the Offer Price. In this event, Company shall notify Distributor in writing that Distributor's authorization in respect of that Beverage or those Beverages or Authorized Container or Authorized Containers for which Distributor is unwilling to pay the revised price is cancelled, such cancellation to be effective sixty (60) days after the date of Company's notice thereof.

10. Except to the extent that paragraph 9 hereof may apply, Distributor shall purchase Beverages from Approved Processors at a price and under terms or conditions as agreed by and between Distributor and any Approved Processor.

IV. OBLIGATIONS OF COMPANY RELATING TO THE BEVERAGES

11. Except as provided in paragraphs 5 and 16 hereof, Company, for the Term of the Agreement and any renewal of the Term which may occur in accordance with paragraph 20, will not distribute or sell or authorize third parties to distribute or sell the Beverages in Authorized Containers in the Territory.

12. Company covenants that it will require each Approved Processor to warrant to Distributor that the Beverages delivered to Distributor shall comply in all respects with the Federal Food, Drug and Cosmetic Act, as amended (the "Act"), and all federal, state and local laws, rules, regulations and guidelines applicable in the Territory. Further, Company warrants it will require each Approved Processor to warrant to Distributor that all Beverages shipped to Distributor, and all packaging and other materials which come in contact with such Beverages, will not at the time of shipment to Distributor be adulterated, contaminated, or misbranded within the meaning of the Act or any other federal, state or local law, rule or regulation applicable in the Territory, and that such Beverages, packaging and other materials will not constitute articles prohibited from introduction into interstate commerce under the provisions of Sections 301(d), 404, 405 or 505 of the Act.

13. Company covenants that it will require each Approved Processor to warrant to Distributor that the Beverages will be handled, stored and transported properly up until time of delivery to Distributor and will be fresh by commercially reasonable standards at the time of delivery.

14. Company makes no other covenant, representation or warranty concerning the Beverages of any kind whatsoever, express or implied, except those set forth in paragraphs 12 and 13.

V. REFORMULATION. NEW PRODUCTS AND RELATED MATTERS

15. (a) Company has the sole and exclusive right and discretion to reformulate any of the Beverages. In addition, Company has the sole and exclusive right and discretion to discontinue any of the Beverages or Authorized Containers under the Agreement, provided (i) such Beverage or Authorized Container is discontinued on a regional basis; (ii) Distributor is given not less than sixty (60) days' written notice of such discontinuation and (iii) Company does not discontinue all Beverages under the Agreement. In the event Company discontinues any Beverage or Authorized Container, Appendix 2 of the Agreement shall be deemed amended by deleting the discontinued Beverage from the list of Beverages set forth on Appendix 2 or by deleting the discontinued Authorized Container from the list of Authorized Containers for the Beverages set forth on Appendix 2, as may be the case.

(b) Subject to subparagraph (c) of this paragraph 15, Distributor has the right to discontinue the distribution and sale of any of the Beverages in the Authorized Containers in all of the Territory or in a designated geographic area in the Territory. This right shall be exercised, if at all, by Distributor giving sixty (60) days notice of such discontinuation to Company, specifying the geographic area within the Territory to which the notice of discontinuation applies. Upon expiration of such sixty (60) day period, Distributor shall cease distribution and sale of the specified Beverage or Beverages in the specified Authorized Container or Containers in the geographic area specified in the notice and Company may then distribute and sell such Beverage or Beverages in such Authorized Container or Containers in such geographic area, or authorize others to so distribute and sell. In the event of notice as described in this subparagraph, Appendix 1 to the Agreement shall be amended to eliminate the geographic area specified in the notice from the Territory.

(c) Distributor and Company acknowledge and agree that it may be in their respective best interests to adopt and implement in the Annual Business Plan a strategy for the Beverages under which Distributor will carry the Beverages in all available Authorized Containers. In the event Company believes in its commercially reasonable judgment that such strategy is necessary for the successful marketing of the Beverages, Company shall include such strategy in the information it provides to Distributor as described in subparagraph (a) of paragraph 7 of the Agreement. In that situation, and if Distributor gives notice of discontinuance to Company as provided for in subparagraph (b) of this paragraph 15, Company may respond to Distributor with a request that Distributor refrain from effectuating such discontinuance until completion of the process of developing the Annual Business Plan for the ensuing calendar year in accordance with subparagraph (a) of paragraph 7. Under such circumstances Distributor agrees that it will (i) so refrain from discontinuance as requested by Company and that it will (ii) cooperate in good faith during the planning process to support the strategy articulated by Company.

16. (a) In the event Company proposes to introduce an extension of an existing Beverage (a “New Beverage”) which utilizes one or more of the Trademarks, Distributor shall have the option to distribute and sell such New Beverage in the Territory pursuant to the terms and conditions of the Agreement. Distributor’s option under this subparagraph 16(a) shall be exercised, if at all, by giving Company notice of the election within sixty (60) days of the date on which Company gives notice to Distributor that Company intends to introduce a New Beverage in the Territory. If Distributor gives Company timely notice of Distributor’s exercise of such option within such period, Schedule A of the Agreement shall be amended by adding the New Beverage to the list of Beverages set forth on Schedule A. If Distributor (i) accepts the offer to introduce the New Beverage in a timely manner but fails to introduce the New Beverage within a reasonable period of time, or (ii) fails to respond to Company’s offer within the sixty (60) day period, or (iii) elects to decline such offer within the sixty (60) day period; Company shall have the

right to distribute or authorize others to distribute and sell or otherwise undertake any activity in the Territory with respect to the New Beverage.

(b) In the event Company proposes to introduce a new package or container (referred to jointly as a "New Container") that is not an Authorized Container, Distributor shall have the option to distribute and sell the Beverage in such New Container in the Territory pursuant to the terms and conditions of the Agreement. Distributor's option under this subparagraph 16(b) shall be exercised, if at all, by giving Company notice of the election within sixty (60) days of the date on which Company notifies Distributor that Company intends to introduce a New Container in the Territory. If Distributor gives Company timely notice of Distributor's exercise of such option within such period, Schedule D of the Agreement shall be amended by adding the New Container to the list of Authorized Containers. If Distributor (i) accepts the offer to introduce in a timely manner but fails to introduce within a reasonable period of time, or (ii) fails to respond to Company's offer within the sixty (60) day period, or (iii) elects to decline such offer within the sixty (60) day period; Company shall have the right to distribute or authorize others to distribute and sell and otherwise undertake any activity in the Territory with respect to the New Container.

VI. OBLIGATIONS OF DISTRIBUTOR RELATIVE TO THE TRADEMARKS

17. Distributor acknowledges that Company is the sole and exclusive owner of the Trademarks, and Distributor agrees not to question, dispute or challenge the validity of the Trademarks or their exclusive ownership by Company. Nothing herein, nor any act or failure to act by Distributor or Company, shall give Distributor any proprietary or ownership interest of any kind in the Trademarks or in the goodwill associated with the Trademarks. Company has the unrestricted right to use the Trademarks on the Beverages and on all other products and merchandise other than the Beverages in the Authorized Containers in the Territory. Company shall be absolutely entitled to determine in every instance the manner of presentation of the Trademarks and such other steps necessary or desirable to secure compliance with this paragraph. Distributor agrees to use and publish only such advertising, promotional materials or other items bearing the Trademarks relating to the Beverages as Company has approved and authorized in a prior writing.

18. Distributor agrees not to adopt or use any name, corporate name, or other commercial designation which includes the Trademarks individually or in any combination, or words that may be confused with any of the Trademarks, unless it has obtained the prior written consent of Company.

VII. DUTIES REGARDING BEVERAGE RECALLS

19. In the event Distributor discovers or becomes aware of the existence of any quality or other technical problems relating to the Beverages or to the packaging for the Beverages, then Distributor shall immediately notify Company by telephone, telegraph, telex or any other form of immediate communication.

Such notification must include:

(a) identity and quantities of the Beverages concerned,

(b) coding data,

(c) any other relevant data suitable or helpful for the tracing of such Beverages.

In the event Company becomes aware of the existence of any quality or other technical problem relating to the Beverages or to an individual Beverage, Authorized Container or other packaging for the Beverages, Company may require Distributor immediately to take all necessary measures to withdraw the Beverages concerned from the market. Company shall notify Distributor by telephone, telefax or any other form of immediate communication that the Beverages concerned are to be withdrawn from the market. Upon receipt of such notice, Distributor shall immediately cease the distribution of such Beverages and take all other measures that are reasonably necessary or reasonably required by Company in connection with the withdrawal of such Beverages from the market. If any withdrawal or recall of any Beverage or Authorized Container is caused by Distributor's failure to handle the Beverage properly after delivery to Distributor by an Approved Processor, Distributor shall bear the reasonable expenses of such withdrawal or recall and reimburse Company for all of its reasonable expenses incident to such withdrawal or recall. If any withdrawal or recall is allegedly caused by quality or technical defects arising from the manufacture, packaging, storage or shipment of the Beverages, Authorized Containers or other packaging or materials prior to delivery to Distributor, Distributor shall present any claims it may have to the Approved Processor from whom Distributor purchased the Beverages in Authorized Containers subject to such withdrawal or recall. Distributor shall also submit a copy of any such claim to Company. Company agrees to use reasonable efforts to resolve any such claims between Distributor and Approved Processor.

VIII. TERM AND TERMINATION OF THE AGREEMENT

20. (a) The Agreement shall commence on the Effective Date and continue for a period of fifteen (15) years (the "Term"), unless earlier terminated pursuant to the provisions of the Agreement.

(b) Unless Distributor has given notice of its intention not to renew as hereinafter provided or the Agreement has otherwise been earlier terminated as hereinafter provided, the then effective term of the Agreement shall be automatically renewed for "Succeeding Terms" of ten (10) years each. If Distributor chooses not to renew, it must give Company notice of such intention at least one (1) year prior to the expiration of the Term or any Succeeding Term which may occur. Company agrees that it will give Distributor at least thirty (30) days' written notice prior to the beginning of such one (1) year period.

21. The Agreement shall terminate immediately without any liability for damages if any of the following events occur:

(a) Distributor files a voluntary petition or consents to an involuntary petition for bankruptcy under any Chapter of Title 11 of the United States Code, as amended, or under any other federal insolvency law which presently exists or may exist hereafter;

(b) Distributor voluntarily commences any bankruptcy, insolvency, assignment for the benefit of creditors proceeding, case, or suit or consents to such a proceeding, case or suit under the laws of any state, commonwealth or territory of the United States or any country, kingdom or commonwealth not governed by the United States;

(c) an involuntary petition for bankruptcy, insolvency, assignment for the benefit of creditors, proceeding, case or suit under the laws of any state, territory or commonwealth of the United States or any country, commonwealth or kingdom not governed by the United States is filed against Distributor and such a proceeding, suit or case is not dismissed with prejudice within sixty (60) days after the commencement of such a proceeding, case or suit or the order of dismissal is appealed and stayed;

(d) Distributor makes an assignment, deed of trust for the benefit of creditors or makes an arrangement or composition with creditors other than a pledge as described in subparagraph (d) of paragraph 26 of the Agreement;

(e) a receiver or trustee for Distributor or for any interest in Distributor's business is appointed and such order or decree appointing the receiver or trustee is not vacated, dismissed or discharged within sixty (60) days after such appointment or such order or decree is appealed and stayed;

(f) any of Distributor's equipment or facilities are subject to attachment, levy or other final process for more than twenty (20) days or any of its equipment or facilities is noticed for judicial or non-judicial foreclosure sale and such attachment, levy, process or sale would materially and adversely affect Distributor's ability to fulfill its obligations under the Agreement;

(g) Distributor's interest, rights or obligations under the Agreement or any part thereof pass or transfer to another by operation of law other than a transfer to a spouse, parent or lineal descendant in accordance with the law of hereditary succession;

(h) Distributor becomes insolvent or ceases to conduct its operations in the normal course of business;

(i) Distributor substantially changes the nature of its business; or

(j) Distributor's license to manufacture and distribute Coca-Cola is terminated for any reason.

22. The Agreement may also be terminated by Company or Distributor if the other party fails to observe one or more of the material terms, covenants, or conditions of the Agreement and fails to correct such default within a reasonable cure period, mutually established by Company and Distributor, taking into account the nature and extent of such default, including Company's or Distributor's estimation, as the case may be, of the period of time in which a cure could be effected through appropriate efforts. In no event, however, shall such cure period exceed one hundred eighty (180) days. The right to damages of the party terminating the Agreement under this paragraph 22 shall not be affected by such termination.

23. After termination of the Agreement:

(a) Distributor may not make any further use of the Trademarks or advertising materials which it used or which were intended to be used in connection with the sale and distribution of the Beverages.

(b) Distributor shall forthwith remove from its business premises and equipment, as well as from any business stationery and advertising materials used or maintained by Distributor, any reference to the Beverages and the Trademarks. Distributor may not thereafter hold forth in any manner whatsoever that it still has any connection with the Beverages.

(c) Distributor shall forthwith deliver to Company, or to Company's designee, in accordance with Company's instructions all Beverages and all packaging and advertising materials for the Beverages which are still in Distributor's possession or under Distributor's control, and Company shall pay to Distributor concurrently against the delivery of the aforementioned objects Distributor's unreimbursed actual cost of purchase for such items, on a first in, first out basis. Company, or its designee, shall accept and pay for only such articles as are in good and usable condition and which can, in fact, be used by Company, or its designee. Any packaging and advertising materials that carry the name of Distributor or are, according to Company's reasonable determination, unfit for use shall either be destroyed without cost to Company or shall otherwise be disposed of in accordance with instructions given by Company. In the event the Agreement is terminated in accordance with the provisions of paragraphs 21 or 22 or as a result of any of the contingencies provided in paragraph 27 or by operation of law, or if the Agreement is terminated by Distributor for any reason other than in accordance with paragraph 22, then Company shall have the option, but not the obligation, to purchase from Distributor the above-mentioned Beverages and/or materials under the conditions set forth above in this paragraph. In the event that Company does not purchase such Beverages from Distributor, Distributor shall have the right to sell such Beverages either to customers within the Territory or to Company authorized distributors within the United States for a period ending ninety (90) days after the date of termination of the Agreement.

(d) All rights, conditions, stipulations, obligations and claims under the Agreement shall end and expire, whether specifically set forth or whether accrued or accruing

by use or otherwise, except those obligations of Distributor contained in paragraphs 6, 8,17,18,19,23, 24, 25, 28, 30 and 33 or obligations of Company contained in paragraphs 12, 13, 19, 23, 25, 30 and 33 or which survive by operation of law.

IX. GENERAL PROVISIONS

24. (a) In the event that any claims shall be raised against Company, any company or other entity related to it, their legal representatives or their employees for any action or failure to act on the part of Distributor or on the part of any third party for which Distributor is responsible in connection with the distribution, marketing or promotion of the Beverages, Distributor shall indemnify and hold harmless all the above-named; provided Company provides reasonably prompt written notice of such claim to Distributor. In addition, Distributor shall refund any costs arising in this connection, including, but not limited to court costs and attorneys' fees.

    (b) In the event that any claims shall be raised against Distributor, any company related to it or their legal representatives or employees for any action or failure to act on the part of Company or any third party for which Company is responsible in connection with the production, distribution, marketing or promotion of the Beverages, Company shall hold harmless all the above-named; provided that Distributor provides reasonably prompt written notice of such claim to Company. In addition, Company shall refund any costs arising in this connection, including, but not limited to court costs and attorneys' fees.

25. Company and Distributor agree:

    (a) that during the Term of the Agreement and also after its termination, Distributor and Company will keep secret all trade and operational secrets as well as all other confidential information, if any, which either receives from the other party or in any other way in connection with the Agreement, including, but not limited to information concerning sales, promotion and distribution of the Beverages; during the Term, Distributor and Company shall disclose such trade and operational secrets as well as such of its other confidential information only on a need-to-know basis and only to such employees who have beforehand agreed to a corresponding secrecy obligation;

    (b) that after termination of the Agreement, Distributor and Company will deliver to the other party in accordance with that party's instructions all written, graphic, or other materials, including all copies thereof, which are covered by the aforementioned secrecy obligation.

26. (a) This Agreement may be terminated immediately by Company upon written notice if, without the prior written consent of Company, which consent shall not be unreasonably withheld:

(i) Distributor assigns, transfers or pledges, directly or indirectly, the Agreement or any interest therein, in whole or in part, or delegates performance thereof, in whole or in part;

(ii) Except as permitted under subparagraphs (c) or (d) below, any "person" or "Affiliated Group," other than a "Shareholder" as defined in subparagraph (c) below, acquires or obtains any right to acquire, directly or indirectly, a material interest in the ownership of Distributor. A "person" is an individual, corporation, partnership, limited partnership, association, joint-stock company, trust, unincorporated organization, or government or political subdivision. An "Affiliated Group" means two or more "persons" who agree to act together for the purpose of acquiring or obtaining any right to acquire, directly or indirectly, a material interest in the ownership of Distributor. For the purposes hereof, "material" shall mean ten percent (10%) or more of the voting power of any class or series of securities issued by Distributor or any entity controlling Distributor; or

(iii) any change in ownership of Distributor occurs that constitutes a change in control of Distributor or any entity that controls Distributor or Distributor enters into an agreement with any person under which management control or authority is granted to such person.

(b) Distributor agrees that it will notify Company in the event of the acquisition by a third party of a material interest in the ownership of Distributor, and Distributor will, at the same time, disclose to Company the identity of the owners of Distributor prior to such transfer. Such owners shall include all persons and entities who directly or indirectly control or are under common control with the owners.

(c) Company agrees that it will consent to any "transfer" of the "shares" as defined below to any spouse, grandparent, parent or lineal descendant, including adopted children, of a "Shareholder" as defined below or to a trust or other entity for the sole benefit of any spouse, grandparent, parent or lineal descendant, including adopted children, of a Shareholder. For the purposes of this subparagraph (c), the term "transfer" shall mean any one or more direct or indirect sales, pledges, encumbrances, gifts, testamentary or intestate dispositions, exchanges, redemptions or other forms of conveyance, whether voluntary, involuntary, or by operation of law. For purposes of this paragraph 26, the term" "Shares" shall mean the shares of issued and outstanding capital stock of Distributor or any securities convertible into or exchangeable for any such shares and the term "Shareholder" shall mean any natural person, partnership, corporation, trust or other legal entity which, as of the effective date of the Agreement owns or holds, directly or indirectly, a material interest in the voting power of any class or series of securities issued by Distributor or any entity controlling Distributor.

(d) A pledge of shares by Distributor or a Shareholder as collateral for a loan to any person shall not be prohibited. The Company, therefore, will not exercise its right

of termination under this paragraph 26 on the basis of any such pledge in and of itself.

(e) If Distributor wishes to effect a transfer in which the proposed transferee is another Coca-Cola distributor in the United States and such transfer is subject to the restrictions contained in subparagraph (a) of this paragraph 26, Distributor is required to give Company prior written notice of Distributor's intent to make any such transfer (the "Transfer Notice"). If Distributor gives the Transfer Notice to Company, Company may elect to disapprove such transfer within thirty (30) days following Company's receipt of the Transfer Notice by giving Distributor notice of Company's disapproval of the proposed transfer (the "Disapproval Notice"); provided, however, that approval of such transfer may not be unreasonably withheld by Company. If Distributor gives the Transfer Notice to Company and Company does not give Distributor a Disapproval Notice within thirty (30) days following Company's receipt of the Transfer Notice, Company agrees that it will have waived its right of termination hereunder with respect to the transfer described in the Transfer Notice and no compensation ("Compensation") shall be owed by Company to Distributor. If, however, Company gives a timely Disapproval Notice to Distributor and Distributor chooses to complete the transfer, Distributor agrees that, prior to completion of any transfer, Distributor shall surrender all its rights under this Agreement, and Company agrees to pay "Compensation" to Distributor in accordance with subparagraph (f) of this paragraph 26.

(f) If the offeror is a Coca-Cola Bottler in the United States and Company issues a Disapproval Notice in accordance with subparagraph 26(e), Company agrees to pay Compensation, in an amount determined below, to Distributor for the value of Distributor's business in the Beverages that Distributor is surrendering. Compensation payable by Company to Distributor under subparagraph (f) of this paragraph 26 is in lieu of, and in full satisfaction of, any claims whatsoever that Distributor may have against Company in connection with the Beverages or Distributor's business in the Beverages, including but not specifically limited to any payment to Distributor for any materials as may be required by subparagraph (c) of paragraph 23 of this Agreement. The Compensation, if any, to which Distributor is entitled is equal to fifty percent (50%) of the greater of:

(i) the amount agreed by Company and Distributor that represents the value of Distributor's business in the Beverages on the assumption that such business would continue for a period of ten (10) years following the date Distributor surrenders its rights under this Agreement (the "Beverage Value") pursuant to this subparagraph 26(f), or such rights are terminated or

(ii) the offer price as contained in a "Bona Fide Offer," as defined below, made to Distributor that Distributor or Distributor's shareholders wish to accept; provided, however, that in no event shall the value of Distributor's business in the Beverages be greater on a proportionate unit basis than the value of Distributor's business in the beverage COCA-COLA. A "Bona Fide Offer" is an offer to

purchase Distributor's business in the Beverages that is contained in a written communication received by Distributor from a person that is financially able to consummate the transaction contemplated by the Bona Fide Offer.

If, Distributor and Company cannot determine the amount of Compensation on the basis of clauses (i) and (ii) of this subparagraph (f) after attempting to do so through good faith negotiations for a reasonable period of time, which in any event shall not exceed three (3) months, either Distributor or Company may initiate arbitration in accordance with the arbitration procedures described in subparagraphs (g) through (m) of this paragraph 26. Following determination of Distributor's entitlement to and/or the amount of Compensation as a result of arbitration, Company shall pay the Compensation to Distributor, if any, in accordance with this subparagraph 26(f).

(g) The forum for arbitration shall be such location as Company and Distributor may agree, but in the absence of agreement, the forum shall be whichever of the following cities is closest to Distributor's territory: Atlanta, Chicago, Dallas, New York or San Francisco.

(h) The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise provided in this paragraph 26.

(i) The governing law for commercial arbitration shall be the law of the state of New York, and the substantive law shall be as hereinafter provided.

(j) The Company and the Distributor shall each select one arbitrator, and those two arbitrators shall then select within thirty (30) days a third arbitrator. If the two arbitrators cannot agree on a third arbitrator, they shall discuss the qualifications of such third arbitrator with the Chief Judge of the United States District Court for Delaware who shall then be empowered to appoint a third, neutral arbitrator.

(k) The decision of the arbitrators on procedural and evidentiary matters shall be final and binding.

(l) The arbitrators shall have authority only to decide the Distributor's entitlement to Compensation and the amount of Compensation in accordance with this paragraph 26, and the arbitrator shall not have the authority otherwise to amend, modify or extend the contractual relationship of the parties.

(m) The award rendered by arbitration conducted pursuant to this paragraph 26 shall be final and binding on both Distributor and Company, and judgment upon the award may be entered in any court of competent jurisdiction. The parties agree that the arbitration award is in lieu and in full satisfaction of any claims whatsoever Distributor may have in connection with the Beverages or the Distributor's business in the Beverages.

27. Neither Company nor Distributor shall be in any way liable for failure to perform any of its obligations hereunder when such failure is caused by an Act of God, fire, strikes, war, riot, insurrection, boycott, acts of public authorities, delays or defaults caused by public carriers, inability to obtain raw materials or if it is due to any cause whatsoever, whether similar or dissimilar, beyond the reasonable control of the non-performing party; provided that, if such a failure on the part of one of the contractual parties shall persist for a period of twelve (12) months or more, either party may terminate the Agreement with immediate effect without any liability for damages.

28. Company reserves the right to conduct, in its own name, any proceedings, in court or out of court, to protect its rights to the Trademarks, designs, trade dress and copyrights associated with the Beverages and Authorized Containers. Distributor may not claim any rights against Company for taking such action or for failure to take such action or because of the results of such action. Distributor agrees to notify Company immediately of any proceedings that have been instituted or that are threatened and which concern either the subject matter of proceedings mentioned in the previous sentences or other interests of Company or of any distributor or company authorized by Company. In the event Distributor believes it has a claim against any third party, Distributor also undertakes not to institute, without the prior written consent of Company, which consent Company will not unreasonably withhold, any proceedings, in court or out of court, against any such third party which might affect the Trademarks or substantial interests of Company or of any other distributor with regard to the Beverages. The foregoing sentence is not intended to restrict Distributor from instituting any such proceedings which are limited solely to the commercial interest of Distributor within the Territory.

29. If any provisions of the Agreement should be or become legally invalid, the validity of other provisions of the Agreement shall not be affected thereby. To the extent legally possible, a provision which corresponds to the spirit and purpose of the Agreement shall be substituted for the invalid provision.

30. (a) As to the entire subject matter of the Agreement, the Agreement shall constitute the only agreement between Company and Distributor. All prior agreements, arrangements, communications or understandings, whether oral or written, with respect to the Agreement between the parties and their legal predecessors (if any) are cancelled hereby. Company and Distributor further agree that no such prior agreements, drafts, arrangements, correspondence, communications or understandings, whether oral or written, shall be used by either party to the Agreement as evidence in any legal proceeding that may arise with respect to the application, construction or interpretation of the Agreement.

(b) Any modifications of or additions to the Agreement are invalid and void, abinitio. unless in writing signed by duly qualified and authorized representatives of Company and Distributor, respectively.

(c) All written notices in accordance with the Agreement shall be delivered by hand or by telefax transmission (with a mandatory written confirmation sent as provided below) or sent by regular, mail with correct postage affixed or by

registered or certified mail (postage prepaid) or by any express courier or express mail, fees prepaid. Such notices shall be addressed to the address set forth on page one of the Agreement, or to the last known address of the party concerned.

(d) Nothing in the Agreement shall affect, by implication or otherwise, the rights and obligations of the parties under any other agreement now existing between Company and Distributor, specifically including the license agreement for Coca-Cola, and nothing in any such other agreements shall affect the Agreement by implication.

(e) Distributor agrees to consult with Company with respect to any product liability claims raised against it as well as with respect to any proceedings, in court or out of court, instituted against Distributor in connection with the Beverages or with packaging, including but not limited to Authorized Containers, used for the Beverages. Upon Company request, in the event of product liability claims, as well as in the proceedings mentioned above, Distributor, to the extent that it is legally empowered, shall allow Company by means of appropriate authorization or agreement to assume responsibility for the defense of any claim or claims referred to in this sentence; provided, however, that Distributor reserves the right to retain the responsibility to defend itself against claims of gross negligence or intentional misconduct. If Company does assume such defense, Company shall indemnify and hold Distributor harmless from and against any costs or expenses, including any damages assessed against Distributor and attorneys' fees, arising out of or incurred in connection with Company's defense of the claim. Company's obligation to indemnify Distributor under this subparagraph 30(e) does not include indemnity or reimbursement (i) for any fees paid by Distributor to its own attorneys, consultants or other third parties for advisory or other services to Distributor in connection with the particular claim or (ii) damages that a court determines are payable by Distributor because of Distributor's gross negligence or intention misconduct. Distributor and Company further agree to cooperate in the defense of claims asserted in this subparagraph (e).

31. Failure of Company or Distributor to exercise promptly any option or right granted in the Agreement or to require the strict performance of any obligation herein imposed upon the other party shall not be deemed to be a waiver of such options or rights or of the right to demand subsequent performance of any and all obligations herein imposed upon the other party.

32. Company may, after written notice to Distributor, assign rights under the Agreement to one or more companies related to it, and have duties under the Agreement fulfilled by such companies; provided, however, that any such delegation or transfer shall not relieve Company from its obligations under the Agreement.

33. Distributor is an independent contractor and not the agent of Company. Distributor recognizes that the Agreement does not constitute an agency or partnership agreement, and Distributor agrees that it will not represent or otherwise hold itself out as an agent, or any other kind of representative, of Company.

34. The Agreement shall in all respects be governed by, construed and enforced in accordance with the substantive laws of the State of Georgia applicable to contracts executed and to be wholly performed therein.

35. All notices and other communications hereunder shall be in writing (including facsimile transmission or similar writing) and shall be sent, delivered or mailed, addressed or transmitted by facsimile:

(a) If to Company, to:

Coca-Cola North America
Coca-Cola Plaza
Atlanta, Georgia 30313

(b) If to Distributor, to:

The then current address of Distributor as contained in Distributor's contractual file maintained by Company.

Each such notice or communication shall be given (i) by hand delivery, (ii) by nationally recognized courier services or (iii) by facsimile transmission, receipt confirmed. Each such notice or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this paragraph 35 (or in accordance with the latest unrevoked correction from such party) and (y) if given by facsimile transmission when such facsimile is transmitted to the facsimile number specified in this paragraph 35 (or in accordance with the latest unrevoked correction from such party) and when confirmation is received.

AGREED TO AND ACCEPTED:

THE COCA-COLA COMPANY
COCA-COLA NORTH AMERICA DIVISION

By: /s/ Paul W. Wood
Paul W. Wood
Title: Vice President Bottler Business Development, CCNA
Date. April 10, 2002

Metrolina Bottling Company

By: /s/ Umesh Kasbekar
Title: Vice President
Date: 3/12/2002

APPENDIX 1

TERRITORY

The territory described in Distributor's contract for Coca-Cola in bottles and cans as may have been heretofore and as may be hereafter amended.

APPENDIX 2

AUTHORIZED CONTAINERS

12 oz. PET BOTTLE
20 oz. PET BOTTLE
500 mL PET BOTTLE
1 liter PET BOTTLE
1.5 liter PET BOTTLE

APPENDIX 3

TRADEMARKS

Dasani

Exhibit 10.5

P.O. Box 1734
Atlanta, GA 30301
404.676.2121

December 10, 2001

Coca-Cola Bottling Co. Consolidated
4100 Coca-Cola Plaza
Charlotte, NC 28211-3481

Attn: William B. Elmore, Jr.
President and Chief Operating Officer

Gentlemen:

This letter is submitted by The Coca-Cola Company (the "Company") in response to the specific request of Coca-Cola Bottling Co. Consolidated and its directly and indirectly controlled subsidiaries and affiliates that are engaged in the production or sale of beverages pursuant to Contracts (as defined below) with the Company (collectively, "Consolidated"), in connection with the execution by Consolidated of the Marketing and Distribution Agreements for Dasani ® covering the licensed bottling territories of Consolidated (the "Dasani MDAs").

The Company and Consolidated acknowledge that the Dasani MDAs are considered "Contracts" as defined in that certain letter agreement dated December 14, 1994 between the Company and Consolidated, a copy of which is attached hereto. Accordingly, the Company hereby confirms, consistent with paragraph 3 of such letter agreement, that as applied solely to Coca-Cola Bottling Co. Consolidated, the Company hereby waives the right under Paragraph 26 of the Dasani MDAs that would otherwise exist upon the occurrence of the event of default defined in subparagraph 26(a)(ii) or (iii) of the Dasani MDAs. The foregoing waiver will terminate immediately should Coca-Cola Bottling Co. Consolidated cease to be a public company. As stated in such paragraph 3, except as expressly set forth therein as applied solely to Coca-Cola Bottling Co. Consolidated, the Company expressly reserves and does not waive any other rights of the Company under the Dasani MDAs or any of the other Contracts or any other contract or agreement.

Please indicate your agreement with the foregoing by executing two copies of this letter agreement and returning them to us.

The Coca-Cola Company,
Coca-Cola North America Division

By: /s/ Paul W. Wood
Title: VP Bottler Business Development

Accepted and agreed to:

Coca-Cola Bottling Co. Consolidated, on behalf of itself and its subsidiaries and affiliates described above

By: /s/ Umesh M. Kasbekar
Title: Vice President

CONFIDENTIAL

JOHN J. CULHANE
GENERAL COUNSEL
COCA-COLA USA
LEGAL DIVISION

ADDRESS REPLY TO
ATLANTA, GA 3O3OI
—
404-818-5888
FAX: 404-515-4128

December 14, 1994

Coca-Cola Battling Co. Consolidated
Tallan Building, Suite 901
Chattanooga, Tennessee 37402

Attention: Reid M. Henson

Gentlemen:

This letter is submitted by The Coca-Cola Company (the "Company") in response to the specific request of Coca-Cola Bottling Co. Consolidated ("Consolidated")[1] in recognition of the special circumstances affecting Consolidated, including certain issues raised by Consolidated's status as a publicly traded company. In consideration of the execution by Consolidated, now and in the future, of the new Marketing and Distribution Agreement such as the one offered in October, 1994 for "POWERADE" (the "Contracts"), and in recognition of the fact that Consolidated is and will be in the future executing the Contracts in reliance upon this agreement, the Company agrees that:

---

[1] Except with respect to paragraph 3 below, for purposes of this Agreement, the term "Consolidated" shall include Coca-Cola Bottling Co, Consolidated and its directly and indirectly controlled subsidiaries existing at any time during the term of this Agreement which are engaged in the production or sale of beverages pursuant to Contracts with the Company.

1. The Company acknowledges that the exercise of its rights under the Contracts will require consideration, as appropriate to each particular situation, of such criteria as: (i) the performance of Consolidated as distributors relative to that of other comparable distributors who are parties to similar contracts; (ii) the nature of the competition and the identity of and resources of the major competitors within the respective Territories of Consolidated, as well as the competitive activity in those Territories; (iii) the price trends of the Beverages sold by the Company to consolidated relative to other competitive factors and market conditions in the Territories, including Consolidated's prices to retailers for Beverages; (iv) such other criteria as shall in the reasonable opinion of the Company be relevant and material to the exercise by the Company of its rights under the contracts; provided, however, that it is understood that while these criteria are to be considered, the Company's exercise of its rights under the Contracts shall not be limited or mandated by any one or more of such criteria, and that the Company is free to exercise its rights in accordance with its reasonable business judgment in view of all relevant factors, including the Company's situation.

2. The Company agrees that in the event the Company enters into a written amendment to similar contracts between the Company and any other distributor of Beverages in a territory in the United States which amendment is of a material, substantive term or condition of those similar contracts (other than an agreement relating to the transfer of ownership of a particular distributor such as that of Paragraph 3 below) which term or condition as amended could have application to Consolidated, the Company will offer such amendment in its entirety to Consolidated on the same terms and conditions as exist in the written amendment between the Company and such other distributor. The parties agree that no such written amendment shall be deemed to exist by virtue of any action, inaction or course of dealing undertaken by the company with respect to marketing, planning, quality control or other matters which are contemplated by the terms and conditions of those similar contracts.

3. As applied solely to Coca-Cola Bottling Co. Consolidated, the Company hereby waives the right under Paragraph 25 of the contracts between Coca-Cola Bottling Co. Consolidated and the company that would otherwise exist upon the occurrence of the event of default defined in subparagraph 25(a)(ii) or (iii) of such Contracts. The foregoing waiver shall terminate immediately should Coca-Cola Bottling Co. Consolidated cease to be a public company. Except as expressly set forth in this paragraph 3 as applied solely to Coca-Cola Bottling Co. Consolidated, the Company expressly reserves and does not waive any other rights of the company under the Contracts or any other contract or agreement.

4. The company agrees that a default by Consolidated under the terms of the Contracts will not, in and of itself, create a default under the terms of the Master Bottle Contracts, Allied Bottle Contracts or other contracts between the Company and Consolidated, and that such default, in and of itself, will not give the Company the right to terminate such other contracts.

---

5. The provisions in the Contracts to the effect that the Contracts encompass all agreements between the parties and supersede all prior agreements shall not have any effect on the validity and continuance of the provisions of this Agreement, which shall have the same term as the contracts. The parties agree that the Contracts and this Agreement constitute the entire agreement between Coca-Cola Bottling Co. Consolidated and the Company. All prior agreements, arrangements, communications or understandings, whether oral or written, with respect to the Contracts or this Agreement between the parties and their legal predecessors, if any, are canceled hereby. The parties further agree that no such prior agreements, drafts, arrangements, correspondence, communications or understandings, whether oral or written, shall be used in any legal proceeding that may arise with respect to the application, construction or interpretation of the contracts or this Agreement.

6. As used herein, "similar contracts" shall mean contracts which contain" substantially the same terns and are in substantially the same form as the Contracts.

7. This Agreement shall be binding upon the successors, if any, of the Company or Consolidated.

8. Company and Consolidated agree that the contents of this Agreement are confidential and that neither party may discuss or disclose any of the provisions herein without the express written permission of the other party.

Please indicate your agreement with the foregoing by executing two copies of this Agreement.

Very truly yours,

COCA-COLA COMPANY

By: /s/ John J. Culhane
Title: General Counsel

ACCEPTED AND AGREED TO:

COCA-COLA BOTTLING Co. CONSOLIDATED,
on behalf of itself and its directly and indirectly controlled subs.

By: /s/ Reid M. Henson
Title: Vice Chairman

Exhibit 10.6

CONFIDENTIAL PORTIONS OF THIS AGREEMENT HAVE BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR SUCH PORTIONS. ASTERISKS DENOTE OMISSIONS.

March 16, 2009

James E. Harris
Senior Vice-President and Chief Financial Officer
Coca-Cola Bottling Co. Consolidated
4100 Coca-Cola Plaza
Charlotte, NC 28211

Re: Incidence Pricing Agreement Dear Jamie:

This letter confirms our plans to enter into an incidence pricing program with Coca-Cola Bottling Co. Consolidated ("Bottler") starting in 2009 (the "Program") for the Term defined below. The Program described below will apply only to concentrate that the Bottler purchases from CCNA for the "Brands" listed in Attachment A for ultimate resale as finished goods to your customers who resell the finished goods directly or indirectly to retailers and consumers who are located in the respective authorized territories for the Brands, as permitted in the respective agreements between CCNA and the Bottler for the Brands ("Covered Sales"). The Program described below will not apply to concentrate that the Bottler purchases from CCNA that is used to manufacture finished goods for resale to CCNA or to authorized Coca-Cola bottlers that are not owned and controlled by the Bottler ("Excluded Sales").

1. The Brands will include the following CCNA beverages:
   - All Sparkling beverages (e.g., Coca-Cola classic, diet Coke, Sprite, etc.)
   - Nestea (Coldfill only) and Minute Maid Adult Refreshment (Coldfill only)
2. The Program shall be for a minimum of two years beginning on January 1, 2009, and shall end on December 31, 2010, unless terminated earlier by either party as permitted herein (the "Term"). Either party may terminate the Program effective at the end of any calendar year (i.e., on December 31) by giving not less than fifteen (15) days written notice to the other party prior to the end of such calendar year. In addition, Bottler may terminate this Agreement pursuant to paragraph 5.e below.
3. During the Term, both parties temporarily waive the pricing provisions, including "most favored nations" provisions relating to pricing, if any, for each of the Brands listed in Attachment A that are contained in the agreements between them for those Brands (the "Existing Contracts"), and both parties agree that the pricing for the Brands shall be governed by this Agreement during the Term. In agreeing to this waiver, the parties acknowledge that Bottler is relying on the fact that CCNA has offered this Program to all Coca-Cola bottlers in the United States in substantially the same form and using substantially the same methodology as stated in this Agreement.

If CCNA offers a materially different incidence pricing program to any bottler, CCNA will either make such program available to Bottler or allow Bottler the option to terminate this Program effective at the end of the next calendar quarter by giving not less than thirty days written notice to CCNA. However, the parties acknowledge that Other Participating Bottlers (as defined below) will have different Incidence Rates and that such differences shall not be deemed a material difference in incidence pricing programs. CCNA will continue to publish prices for the Brands in accordance with the terms of the Existing Contracts, but such published prices shall be informational only and shall not apply during the Term, unless this Agreement is terminated early as permitted herein.

4. During the Term, CCNA will bill Bottler for concentrate at the standard billing prices (“SBPs”) by Brand category that are communicated by CCNA to Bottler. The SBPs for 2009 are set forth in Attachment A. SBP pricing will change once a year: at the end of each Program year, CCNA shall be free to change the SBPs for the next year by giving 30 days notice to Bottler. This is a billing price and does not reflect the incidence price (see Paragraph 5 below), CCNA shall charge the same SBPs to every bottler that elects to participate in an incidence pricing program substantially similar to this Program during the Term (“Other Participating Bottlers”), before taking account of any funding that Bottler or Other Participating Bottlers may elect to net pursuant to paragraph 5.h below.

5. Within 15 days after the end of each calendar quarter, i.e., March 31, June 30, September 30, and December 31, CCNA will calculate an effective “Incidence Pricing Revenue” (“IPR”) for each category, as follows.

   a. The Bottler will calculate its Dead Net Net Selling Income (“DNNSI”) during the preceding quarter for Covered Sales of each Brand and multiply the DNNSI by the “Incidence Rate” for that Brand to yield an IPR for each Brand. The sum of these IPRs is the Total IPR for that quarter.

   b. “DNNSI” is defined in as “Revenue less CMA/CTM/Rebates”. During the Program, the Bottler will use the same process to calculate DNNSI for all of the quarters of the program. Bottler will not alter the process or definition of DNNSI during the Program. For auditing purposes, Bottler will provide copies (hard or electronic) of the results of their sales systems (e.g., Margin Minder) to CCNA.

   c. The starting Incidence Rate for the Brands shall be defined and calculated as set forth on Attachment B. Each bottler will have its own Incidence Rate, and this rate may vary across bottlers.

   d. At the end of each year of the Program, CCNA will review and potentially adjust Bottler’s Incidence Rate for the next year of the Program with the Bottler. CCNA will give not less than forty-five (45) days written notice of any changes to the Incidence Rate. For Bottlers that are governed by the Bottler’s Bottle Contract, the potential adjustment in the Sparkling Incidence Rate will have a yearly cap, starting with the Incidence Rate for 2010, that is based upon CPI. Attachment D illustrates how Bottler and CCNA have agreed that the yearly cap on the maximum possible change in the Incidence Rate will be calculated.

e. In addition to the annual review of the Incidence Rate described in the preceding paragraph 5.d, CCNA may change the Incidence Rate at any time by giving not less than 90 days prior written notice to Bottler, subject to the yearly cap described in paragraph 5.d, if applicable. Should CCNA give notice of its intent to change the Incidence Rate pursuant to this paragraph 5.e, Bottler shall have the right to terminate this Program by giving written notice to CCNA not less than 15 days prior to the date the change in Incidence Rate is scheduled to take effect.

f. In order to help inform the calculations and decisions for paragraphs 5.d and 5.e above, the Bottler and CCNA may mutually elect and agree to share yearly category P&L information to the Operating Income level with each other. Based upon this information, CCNA may use a variety of economic indicators such as Bottler Revenue Growth, GP margin, OI margin, and ROIC to inform, but not prescribe, potential adjustments to the Incidence Rate (e.g., keep IR same, increase IR, or decrease IR) for each of the Brands stated in section 1.

g. If CCNA should add or change the formula or sweetener system for any Brand during the Term, CCNA and the bottler will mutually determine whether to include the affected Brand in the Program or whether to exclude the affected Brand and price it pursuant to the Existing Contracts.

h. At the Bottler's option, base funding and contractually mandated funding as described in Existing Contracts and in your annual agreement with CCNA, if any, may be netted against the Incidence Rate (thus lowering the rate) and/or deducted from the SBP, as illustrated in Attachment A. In addition, at the Bottler's option, sales of the Brands to customers in the full service vending channel may be excluded from Covered Sales. If Bottler elects either of these options, Bottler's election will be set forth in Attachment A and may not be changed except by mutual consent.

6. Not later than two weeks before the end of each calendar quarter, the Bottler shall provide CCNA with its volume and DNNSI calculations under paragraph 5 above for approximately the first eleven weeks of the quarter together with such underlying details as reasonably requested by CCNA. As soon as practicable after the end of the quarter, the Bottler will update these numbers for the full quarter. The Bottler and CCNA shall then reconcile the amounts actually paid to CCNA for concentrate billed at the SBP for each Brand during the quarter (the "Total Standard Pricing Revenue" or "Total SPR"), against the Total IPR calculated above for that quarter. If the Total SPR is less than the Total IPR, the Bottler shall pay the difference to CCNA no later than 30 days after the end of the quarter. Similarly, if the Total SPR is more than the Total IPR, CCNA shall pay the difference to the Bottler no later than 30 days after the end of the quarter.

7. Both parties shall be entitled to review the other's calculations and all relevant underlying records upon written request.

8. Within two weeks of the end of every quarter, the Bottler will provide CCNA package level data for volume, gross revenue, and CTM/CMA/Rebates for all of the Brands covered in the Program.

9. The Bottler will make changes as needed to the views in its Route Settlement System (e.g., Margin Minder or other mutually agreeable system) to reflect the effective COGS under this Program, and will use reasonable efforts to ensure that its key decision makers will have access to the incidence pricing view in Margin Minder or other system, or make such other changes that may be reasonably required in order to ensure that Bottler employees with financial decision-making responsibility have access to Bottler's effective COGS under this Program when making decisions in the performance of their duties.

10. The parties will meet on a timely basis to jointly develop a mutually agreeable reporting and review process.

11. Bottler will share with CCNA in a timely fashion its annual and quarterly forecasting information for the average prices it expects to charge for each of the Brands by package, to the extent that Bottler maintains such information in the ordinary course of its business.

12. The purpose of this Program is to determine the feasibility and effectiveness of implementing an alternative pricing system. Characteristics of this Program may or may not be extended past the end of the Program specified in Section 2, and any such extensions must be by mutual agreement.

13. Attached as Attachment C is a form of Confidentiality Agreement that shall govern this Agreement and the information shared between the parties pursuant to this Agreement.

14. Rights of Reversion. If either Bottler or CCNA terminates this agreement as permitted in paragraphs 2 and 5.e above, the parties will reconcile Total SPR against Total IPR as provided in paragraph 6 through the end of the Term. Beginning on the first day of the quarter following the expiration or termination of this Agreement, CCNA will resume charging prices to Bottler for the Brands in accordance with the terms of the Existing Contracts, Nothing in this Agreement shall be deemed to modify, change or amend the interpretation of the Existing Contracts or the parties' respective rights and obligations thereunder following termination or expiration of this Agreement.

If this letter accurately sets forth our understanding and agreement, please sign below and return one copy to me for our files.

Sincerely,

/s/ Alan Rabb

Alan Rabb
Vice President, Bottler Sales and Marketing
Coca-Cola North America

AGREED this 25th day of March, 2009:

Coca-Cola Bottling Co. Consolidated

By: /s/ James E. Harris
Printed Name: James E. Harris
Title: Chief Financial Officer

cc:

ATTACHMENT A:
Incidence Pricing 2009 CCNA-Consolidated Sparkling Billing Price

A	B	C	D	
			SBP	
Lookup Code	Brand	EQ Throw	1/1/09 $/Gal	
1	COCA-COLA CLASSIC	[***]	$	[***]
2	CF Coca-Cola CLASSIC	[***]	$	[***]
3	VANILLA COKE	[***]	$	[***]
4	CHERRY COKE	[***]	$	[***]
5	DIET COKE	[***]	$	[***]
6	CF DIET COKE	[***]	$	[***]
7	COKE ZERO	[***]	$	[***]
8	dKO w/Splenda	[***]	$	[***]
9	DIET COKE with LIME	[***]	$	[***]
10	DIET VANILLA COKE	[***]	$	[***]
11	DIET CHERRY COKE	[***]	$	[***]
12	Cherry Zero	[***]	$	[***]
13	Vanilla Zero	[***]	$	[***]
14	Diet KO Plus	[***]	$	[***]
15	TAB	[***]	$	[***]
16	BARQS Root Beer	[***]	$	[***]
17	CARVERS GINGER ALE	[***]	$	[***]
18	Barqs DELAWARE PUNCH	[***]	$	[***]
19	BARQS Diet Root Beer	[***]	$	[***]
20	DIET SPRITE	[***]	$	[***]
21	FANTA Orange/Flavors	[***]	$	[***]
22	FANTA ZERO	[***]	$	[***]
23	FRESCA	[***]	$	[***]
24	MELLO YELLO	[***]	$	[***]
25	PIBB XTRA	[***]	$	[***]
26	NORTHERN NECK GINGER	[***]	$	[***]
27	Diet Northern Neck	[***]	$	[***]
28	RED FLASH	[***]	$	[***]
29	SEAGRAMS GINGER ALES	[***]	$	[***]
30	SEAGRAMS DT GINGER ALE/DT RASP	[***]	$	[***]
31	SEAGRAMS CLUB SODA	[***]	$	[***]
32	SEAGRAMS TONIC WATER	[***]	$	[***]
33	SEAGRAMS DIET TONIC WATER	[***]	$	[***]
34	SEAGRAMS SELTZERS	[***]	$	[***]
35	PIBB ZERO	[***]	$	[***]
36	SPRITE	[***]	$	[***]
37	VAULT/VAULT Red Blitz	[***]	$	[***]
38	VAULT ZERO	[***]	$	[***]

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A	B	C	D
Lookup Code	Brand	EQ Throw	SBP 1/1/09 $/Gal
39	Nestea Sweet Lemon	[***]	$ [***]
40	Diet Nestea	[***]	$ [***]
41	MMAR	[***]	$ [***]
42	MMAR Lights	[***]	$ [***]

*** This information has been omitted and filed separately with the commission. Confidential treatment has been requested for such information.

ATTACHMENT B

Incidence Rate

The Incidence Rate is **[***]**% which was the agreed upon rate between CCNA Sparkling Finance and Coca-Cola Bottling Co. Consolidated which took into account multiple business factors and was reached in December of 2008.

*** This information has been omitted and filed separately with the commission. Confidential treatment has been requested for such information.

ATTACHMENT C

Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made and entered into as of the 6th day of February, 2009, by and between (BOTTLER) and THE COCA-COLA COMPANY, by and through its Coca-Cola North America division ("KO"), under the following circumstances:

A. KO has requested that BOTTLER allow KO access to certain of BOTTLER'S nonpublic information concerning sales of beverages by BOTTLER. This information will include (without limitation) the identity of individual accounts and will show all products sold under license from KO, sales volume, invoice prices, allowances and discounts. The information described in the preceding sentence is referred to in this Agreement as the "Confidential Information."

B. BOTTLER is willing to and agrees to allow certain KO employees ("KO Employees") to have such access to the Confidential Information, provided that KO agrees to the restrictions on the use and disclosure of the Confidential Information as provided in this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable legal consideration, the parties agree as follows:

1. Non-disclosure. KO will use the Confidential Information only for the internal purposes of KO, and, except as permitted by this Agreement, shall make no disclosure whatsoever of any Confidential Information.

2. Restricted Access. KO will restrict access to the Confidential Information only to KO Employees meeting all of the following criteria: (a) the KO Employee has a need to know this information; (b) the KO Employee has been approved by an authorized KO official (i.e., above Director level) to have access to the Confidential Information.

3. No Warranty. The Confidential Information to which KO is being allowed access is prepared in the ordinary business operations of BOTTLER and is believed to reflect correctly the records of BOTTLER and its affiliates at the date it is entered into the data system, but any express or implied warranty that the Confidential Information is accurate or complete is specifically disclaimed by BOTTLER. BOTTLER shall have no liability to KO for KO's use of or reliance on the Confidential Information.

4. Exclusions from Confidential Information. The following information shall not be considered as "Confidential Information" under this Agreement:

(a) Information which is, or subsequently may become, generally available to the public as a matter of record through no fault of KO;

(b) Information which KO can show was previously known to it as a matter of record at the time of receipt;

(c) Information which may subsequently be obtained from a third party (i) who received the information lawfully and from a disclosing party who was under no duty to

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keep such information confidential; and (ii) who obtained the information through no fault of KO;

(d) Information which may subsequently be developed by KO independently of any disclosure of Confidential Information from BOTTLER hereunder;

(e) Information which is required to be disclosed pursuant to the requirement of a government agency or by operation of law, subsequent to prior consultation with BOTTLER'S legal counsel;

(f) Information which is or becomes more than ten years old from the date it was first provided to KO or the BOTTLER.

5. Legal Process. KO agrees to notify BOTTLER immediately if either becomes subject to legal process compelling them to disclose Confidential Information, so that BOTTLER may seek a protective order or other appropriate remedy. If legally compelled to disclose the Confidential Information, KO agrees that it will furnish only that portion of the Confidential Information which is legally required to be disclosed.

6. Termination, Either party may terminate this Agreement for any reason by giving not less than ninety (90) days prior written notice.

7. Effect on Other Agreements, Nothing in this Agreement shall be deemed to modify, amend or waive any rights either party may have under any bottling or distribution agreement between the parties,

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

Bottler	**THE COCA-COLA COMPANY** by and through its Coca-Cola North America division
By: /s/ James E. Harris Authorized Signing Officer	By: ____________ Authorized Signing Officer

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ATTACHMENT D

Yearly Sparkling Incidence Rate Amended Cap Calculation
(where applicable)

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Exhibit 12

Coca-Cola Bottling Co. Consolidated
Ratio of Earnings to Fixed Charges
(In Thousands, Except Ratios)

	Third Quarter		First Nine Months	
	2010	2009	2010	2009
Computation of Earnings:				
Income before income taxes	$ 24,821	$ 17,430	$54,686	$50,056
Add:				
Interest expense	8,259	8,289	24,721	26,332
Amortization of debt premium/discount and expenses	590	593	1,760	1,811
Interest portion of rent expense	411	391	1,238	1,116
Earnings as adjusted	$ 34,081	$ 26,703	$ 82,405	$79,315
Computation of Fixed Charges:				
Interest expense	$ 8,259	$ 8,289	$ 24,721	$ 26,332
Capitalized interest	8	13	85	64
Amortization of debt premium/discount and expenses	590	593	1,760	1,811
Interest portion of rent expense	411	391	1,238	1,116
Fixed charges	$ 9,268	$ 9,286	$ 27,804	$ 29,323
Ratio of Earnings to Fixed Charges	3.68	2.88	2.96	2.70

Exhibit 31.1

MANAGEMENT CERTIFICATION

I, J. Frank Harrison, III, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Coca-Cola Bottling Co. Consolidated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this 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 report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, 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 report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ J. Frank Harrison, III

Date: November 12, 2010

J. Frank Harrison, III
Chairman of the Board of Directors and
Chief Executive Officer

Exhibit 31.2

MANAGEMENT CERTIFICATION

I, James E. Harris, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Coca-Cola Bottling Co. Consolidated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this 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 report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, 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 report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 12, 2010

/s/ James E. Harris
James E. Harris
Senior Vice President and
Chief Financial Officer

Exhibit 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Coca-Cola Bottling Co. Consolidated (the "Company") on Form 10-Q for the quarter ending October 3, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, J. Frank Harrison, III, Chairman of the Board of Directors and Chief Executive Officer of the Company, and James E. Harris, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350 as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly represents, in all material respects, the financial condition and results of operations of the Company.

/s/ J. Frank Harrison, III

J. Frank Harrison, III
Chairman of the Board of Directors and
Chief Executive Officer
November 12, 2010

/s/ James E. Harris

James E. Harris
Senior Vice President and
Chief Financial Officer
November 12, 2010