

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 2, 1994

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 (I.R.S. Employer
incorporation or organization) Identification Number)

1900 Rexford Road, Charlotte, North Carolina 28211
(Address of principal executive offices) (Zip Code)

(704) 551-4400
(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 the number of shares outstanding of each
of the issuer's classes of common stock, as of the
latest practicable date.

Class	Outstanding at November 4, 1994
Common Stock, \$1 Par Value	7,958,059
Class B Common Stock, \$1 Par Value	1,336,362

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

Coca-Cola Bottling Co. Consolidated
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
In Thousands of Dollars

	Oct. 2, 1994	Jan. 2, 1994	Oct. 3, 1993
ASSETS			
Current Assets:			
Cash	\$ 2,200	\$ 1,262	\$ 1,562
Accounts receivable, trade, less allowance for doubtful accounts of \$419, \$425 and \$634	7,522	4,960	5,257
Accounts receivable from			

The Coca-Cola Company	5,991	6,698	2,842
Due from Piedmont Coca-Cola Bottling Partnership	1,907	2,454	2,268
Accounts receivable, other	6,583	10,758	12,952
Inventories	30,320	27,533	30,592
Prepaid expenses and other current assets	8,321	4,734	5,159
Total current assets	62,844	58,399	60,632
Property, plant and equipment, at cost	317,030	297,561	292,273
Less - accumulated depreciation and amortization	138,022	134,546	131,876
Property, plant and equipment, net	179,008	163,015	160,397
Investment in Piedmont Coca-Cola Bottling Partnership	68,801	68,400	70,343
Other assets	19,317	18,700	19,865
Identifiable intangible assets, less accumulated amortization of \$73,200, \$65,803 and \$63,398	260,318	267,715	279,134
Excess of cost over fair value of net assets of businesses acquired, less accumulated amortization of \$21,117, \$19,399 and \$18,826	70,502	72,220	72,793
Total	\$660,790	\$648,449	\$663,164

See Accompanying Notes to Consolidated Financial Statements

LIABILITIES AND SHAREHOLDERS' EQUITY

	Oct. 2, 1994	Jan. 2, 1994	Oct. 3, 1993
Current Liabilities:			
Portion of long-term debt payable within one year	\$ 376	\$ 711	\$ 1,133
Accounts payable and accrued liabilities	54,948	69,232	62,027
Accounts payable to The Coca-Cola Company	1,993	1,876	4,494
Accrued interest payable	5,593	10,108	4,680
Total current liabilities	62,910	81,927	72,334
Deferred income taxes	88,302	80,065	89,044
Other liabilities	21,630	22,470	21,765
Senior long-term debt	454,392	434,358	444,587
Total liabilities	627,234	618,820	627,730
Shareholders' Equity:			
Convertible Preferred Stock, \$100 par value: Authorized-50,000 shares; Issued-None			
Nonconvertible Preferred Stock, \$100 par value: Authorized-50,000 shares; Issued-None			
Preferred Stock, \$.01 par value: Authorized-20,000,000 shares; Issued-None			
Common Stock, \$1 par value: Authorized-30,000,000 shares; Issued-10,090,859 shares	10,090	10,090	10,090
Class B Common Stock, \$1 par value: Authorized-10,000,000 shares; Issued-1,964,476 shares	1,965	1,965	1,965
Class C Common Stock, \$1 par value: Authorized-20,000,000 shares; Issued-None			
Capital in excess of par value	132,351	139,322	141,246
Accumulated deficit	(87,590)	(98,488)	(100,221)
Minimum pension liability adjustment	(5,614)	(5,614)	
	51,202	47,275	53,080
Less-Treasury stock, at cost:			
Common-2,132,800 shares	17,237	17,237	17,237
Class B Common-628,114 shares	409	409	409
Total shareholders' equity	33,556	29,629	35,434
Total	\$660,790	\$648,449	\$663,164

See Accompanying Notes to Consolidated Financial Statements

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

	Third Quarter		Nine Months	
	1994	1993	1994	1993
Net sales (includes sales to Piedmont of \$23,121, \$23,886, \$67,932 and \$23,886)	\$ 188,418	\$ 182,149	\$ 552,927	\$ 530,922
Cost of products sold, excluding depreciation shown below (includes \$19,679, \$20,953, \$59,785 and \$20,953 related to sales to Piedmont)	112,554	108,758	328,979	302,054
Gross margin	75,864	73,391	223,948	228,868
Selling expenses	37,524	34,508	111,473	111,869
General and administrative expenses	13,565	13,499	39,732	39,927
Depreciation expense	5,895	5,755	17,659	17,403
Amortization of goodwill and intangibles	3,081	3,144	9,235	11,766
Income from operations	15,799	16,485	45,849	47,903
Interest expense	7,999	7,292	23,358	23,795
Other income (expense), net	761	(686)	474	(2,386)
Income before income taxes and effect of accounting change	8,561	8,507	22,965	21,722
Federal and state income taxes	3,662	2,791	9,856	8,622
Income before effect of accounting change	4,899	5,716	13,109	13,100
Effect of accounting change			(2,211)	
Net income	\$ 4,899	\$ 5,716	\$ 10,898	\$ 13,100
Income per share:				
Income before effect of accounting change	\$.53	\$.62	\$ 1.41	\$ 1.42
Effect of accounting change			(.24)	
Net income	\$.53	\$.62	\$ 1.17	\$ 1.42
Cash dividends per share:				
Common Stock	\$.25	\$.22	\$.75	\$.66
Class B Common Stock	.25	.13	.75	.39
Weighted average number of Common and Class B Common shares outstanding	9,294	9,294	9,294	9,245

See Accompanying Notes to Consolidated Financial Statements

Coca-Cola Bottling Co. Consolidated
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)
In Thousands of Dollars

	Common Stock	Class B Common Stock	Capital in Excess of Par Value	Accumulated Deficit	Minimum Pension Liability Adjustment	Treasury Stock
Balance on January 3, 1993	\$ 9,977	\$ 1,965	\$ 144,831	\$ (113,321)		\$ 17,646
Net income				13,100		
Cash dividends declared: Common			(5,741)			
Issuance of Common Stock	113		2,156			
Balance on October 3, 1993	\$10,090	\$ 1,965	\$ 141,246	\$ (100,221)		\$ 17,646

Balance on January 2, 1994	\$10,090	\$ 1,965	\$ 139,322	\$ (98,488)	\$ (5,614)	\$ 17,646
Net income				10,898		
Cash dividends declared: Common			(6,971)			
Balance on October 2, 1994	\$10,090	\$ 1,965	\$ 132,351	\$ (87,590)	\$ (5,614)	\$ 17,646

See Accompanying Notes to Consolidated Financial Statements

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

	Nine Months	
	1994	1993
Cash Flows from Operating Activities		
Net income	\$ 10,898	\$ 13,100
Adjustments to reconcile net income to net cash provided by operating activities:		
Effect of accounting change	2,211	
Depreciation expense	17,659	17,403
Amortization of goodwill and intangibles	9,235	11,766
Deferred income taxes	9,856	8,602
(Gains) losses on sale of property, plant and equipment	(1,432)	1,334
Amortization of debt costs	341	400
Undistributed earnings of Piedmont Coca-Cola Bottling Partnership	(401)	(343)
Increase in current assets less current liabilities	(26,004)	(12,128)
Decrease (increase) in other noncurrent assets	(710)	264
Decrease in other noncurrent liabilities	(301)	(618)
Other	490	(80)
Total adjustments	10,944	26,600
Net cash provided by operating activities	21,842	39,700
Cash Flows from Financing Activities		
Proceeds from the issuance of long-term debt	21,246	
Repayments of long-term debt	(1,213)	(110,540)
Issuance of Common Stock		2,269
Cash dividends paid	(6,971)	(5,741)
Other	(1,260)	(1,584)
Net cash provided by (used in) financing activities	11,802	(115,596)
Cash Flows from Investing Activities		
Additions to property, plant and equipment	(36,748)	(19,068)
Proceeds from the sale of property, plant and equipment	4,042	611
Acquisition of companies, net of cash acquired		(1,572)
Net proceeds from sale and contribution of assets to Piedmont Coca-Cola Bottling Partnership		96,073
Net cash provided by (used in) investing activities	(32,706)	76,044
Net increase in cash	938	148
Cash at beginning of period	1,262	1,414
Cash at end of period	\$ 2,200	\$ 1,562

See Accompanying Notes to Consolidated Financial Statements

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

1. Accounting Policies

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

The information contained in the financial statements is unaudited. The statements reflect all adjustments which, in the opinion of management, are necessary for a fair statement of the results for the interim periods presented. Except for the accounting change discussed in Note 2, all such adjustments are of a normal, recurring nature.

The accounting policies followed in the presentation of interim financial results are the same as 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 2, 1994 filed with the Securities and Exchange Commission.

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

2. Accounting Change

In November 1992, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 112, "Employers' Accounting for Postemployment Benefits" ("SFAS 112"). SFAS 112 requires the accrual, during the years that employees render service, of the expected cost of providing postemployment benefits if certain criteria are met. The Company adopted the provisions of SFAS 112 in the first quarter of 1994, effective January 3, 1994. As a result, the Company recorded a one-time, after-tax charge of \$2.2 million. This charge appears within the caption "Effect of accounting change."

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

3. Summarized Income Statement Data of 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 soft drink products primarily in portions of North Carolina and South Carolina. The Company and The Coca-Cola Company, through their respective subsidiaries, each beneficially own a 50% interest in Piedmont. The Company provides a majority of the soft drink products to Piedmont and receives a fee for managing the business of Piedmont pursuant to a management agreement. Summarized income statement data for Piedmont is as follows:

In Thousands	Third Quarter		Nine Months	
	1994	1993	1994	1993
Net sales	\$51,837	\$50,427	\$149,470	\$50,427
Gross margin	22,534	21,619	64,313	21,619
Income from operations	2,576	2,579	6,397	2,579
Net income	1,612	686	802	686

4. Inventories

Inventories are summarized as follows:

In Thousands	Oct. 2,	Jan. 2,	Oct. 3,
	1994	1994	1993
Finished products	\$18,272	\$16,622	\$19,546
Manufacturing materials	10,444	9,498	10,173
Used bottles and cases	1,604	1,413	873
Total inventories	\$30,320	\$27,533	\$30,592

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

5. Long-Term Debt

Long-term debt is summarized as follows:

In Thousands	Maturity	Interest Rate	Fixed(F) or Variable (V) Rate	Interest Paid	Oct. 2, 1994	Jan. 2, 1994	Oct. 3, 1993
Lines of Credit	1997	4.98% - 5.55%	V	Varies	\$114,601	\$ 18,335	\$ 18,420
Commercial Paper							9,987
Term Loan Agreement						75,000	75,000
Term Loan Agreement	2000	5.75%	V	Semi-annually	60,000	60,000	60,000
Term Loan Agreement	2001	5.69%	V	Semi-annually	60,000	60,000	60,000
Medium-Term Notes	1998	5.61%	V	Quarterly	10,000	10,000	10,000
Medium-Term Notes	1999	7.99%	F	Semi-annually	66,500	66,500	66,500
Medium-Term Notes	2000	10.05%	F	Semi-annually	57,000	57,000	57,000
Medium-Term Notes	2002	8.56%	F	Semi-annually	66,500	66,500	66,500
Notes acquired in Sunbelt acquisition	2001	8.00%	F	Quarterly	5,421	5,442	5,441
Capital leases and other notes payable	1994 - 2001	6.85% - 12.00%	F	Varies	14,746	16,292	16,872
					454,768	435,069	445,720
Less: Portion of long-term debt payable within one year					376	711	1,133
Senior long-term debt					\$454,392	\$434,358	\$444,587

5. Long-Term Debt (cont.)

As of October 2, 1994, the Company was in compliance with all of the covenants of its various borrowing agreements.

It is the Company's intent to renew its lines of credit, commercial paper borrowings and borrowings under the revolving credit facility as they mature. To the extent that these borrowings do not exceed the amount available under the Company's \$170 million revolving credit facility, they are classified as noncurrent liabilities.

A \$100 million commercial paper program was established in January 1990 with funds to be used for general corporate purposes. There were no balances outstanding under this program on October 2, 1994 or January 2, 1994. On October 3, 1993, approximately \$10.0 million was outstanding under the commercial paper program.

In June 1992, the Company entered into a three-year arrangement under which it has the right to sell an undivided interest in a designated pool of trade accounts receivable for up to a maximum of \$40 million. The Company had sold trade receivables of \$35 million, \$33 million and \$34.5 million as of October 2, 1994, January 2, 1994 and October 3, 1993, respectively.

6. Financial Instruments with Off-Balance-Sheet Risk

The Company uses interest rate hedging products to cost effectively modify risk from interest rate fluctuations in its underlying debt. The Company alters its fixed/floating interest rate mix based upon anticipated operating cash flows of the Company relative to its debt level and the Company's ability to absorb increases in interest rates. The Company has entered into interest rate hedging transactions that resulted in weighted average interest rates for the debt portfolio of approximately 6.6%, 6.7% and 6.1% as of October 2, 1994, January 2, 1994 and October 3, 1993, respectively. Including the effect of hedging activities, approximately 55%, 43% and 44% of the total debt portfolio was subject to changes in short-term interest rates as of October 2, 1994, January 2, 1994 and October 3, 1993, respectively.

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

6. Financial Instruments with Off-Balance-Sheet
Risk (cont.)

Off-balance-sheet financial instruments were as
follows:

In Thousands	October 2, 1994		January 2, 1994		October 3, 1993	
	Amount	Remaining Term	Amount	Remaining Term	Amount	Remaining Term
Interest swaps- floating	\$221,600	6-9 years	\$221,600	7-10 years	\$221,600	7-10 years
Interest swaps- fixed	215,000	1-9 years	368,000	1-10 years	308,000	1-10 years
Interest caps	110,000	1 year	110,000	1.5 years	110,000	2 years
Financial guarantees	26,861	7-10 years	13,094	7 years	16,961	8 years

7. Income Taxes

Reported income tax expense differs from the amount computed at the statutory rate due to amortization of nondeductible goodwill, state income taxes, nondeductible premiums on officers' life insurance and other nondeductible expenses.

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

8. Supplemental Disclosures of Cash Flow
Information

Changes in current assets and current liabilities affecting cash, net of effects from acquisitions and divestitures and effect of accounting change, are as follows:

In Thousands	Nine Months	
	1994	1993
Accounts receivable, trade, net	\$ (2,562)	\$ (9,616)
Due from Piedmont	547	(2,268)
Accounts receivable, other	4,882	(1,862)
Inventories	(2,787)	(5,999)
Prepaid expenses and other current assets	(3,587)	(2,113)
Portion of long-term debt payable within one year	(335)	(370)
Accounts payable and accrued liabilities	(17,647)	16,462
Accrued interest payable	(4,515)	(6,362)
Increase	\$(26,004)	\$(12,128)

Cash payments during the period were as follows:

In Thousands	Nine Months	
	1994	1993
Interest	\$ 27,533	\$ 29,757
Income taxes	55	1,252

Noncash items related to the formation of Piedmont on July 2, 1993 were as follows:

In Thousands

Assets contributed to Piedmont	\$48,254
Assumption of Company liabilities by Piedmont	4,800

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

Introduction:

The following discussion presents management's analysis of the results of operations for the first nine months of 1994 compared to the first nine months of 1993 and changes in financial condition from October 3, 1993 and January 2, 1994 to October 2, 1994.

On July 2, 1993, the Company and The Coca-Cola Company formed Piedmont Coca-Cola Bottling Partnership ("Piedmont") to distribute and market soft drink products primarily in certain portions of North Carolina and South Carolina. The Company provides a majority of the soft drink products to Piedmont and receives a fee for managing the business of Piedmont pursuant to a management agreement. The Company sold or contributed to Piedmont its territories located in South Carolina, as well as certain territories located in North Carolina. Assets were sold or contributed at their approximate carrying values. Proceeds from the sale of territories to Piedmont, net of the Company's cash contribution, totaled approximately \$96 million and were used to reduce the Company's long-term debt. The Company is accounting for its investment in Piedmont using the equity method of accounting.

The Company filed a registration statement with the Securities and Exchange Commission on July 20, 1994 (which became effective October 12, 1994) pursuant to which the Company may offer from time to time debt or equity securities in an aggregate amount of \$400 million. Upon any future commencement of an offering, any net proceeds from sales of the securities would be used for general corporate purposes, including repayment of debt, future acquisitions, capital expenditures or working capital. There are no current plans with respect to any specific significant acquisition or use of proceeds.

The Company reported net income of \$4.9 million or \$.53 per share for the third quarter of 1994 compared with \$5.7 million or \$.62 per share for the same period in 1993. For the first nine months of 1994, the Company reported net income of \$10.9 million or \$1.17 per share compared to \$13.1 million or \$1.42 per share in the first nine months of 1993. A one-time, after-tax noncash charge of \$2.2 million or \$.24 per share was recorded in the first quarter of 1994 due to the adoption of Statement of Financial Accounting Standards No. 112, "Employers' Accounting for Postemployment Benefits" ("SFAS 112"). The Company does not expect any significant impact on the results of future operations due to the adoption of this accounting standard.

The results for interim periods are not necessarily indicative of the results to be expected for the year due to seasonal factors.

Result of Operations:

For the third quarter of 1994, net sales increased approximately 3.5% over the 1993 period. Case volume increased by slightly more than 1% and average selling prices were slightly higher. The volume growth was slower in the third quarter of 1994 than in the first half of 1994, reflecting milder temperatures in July and August within the franchise territories.

Net sales for the first nine months of 1994 increased 4.1% over the same period of 1993; however, results of operations for the nine-month periods are not directly comparable due to the formation of Piedmont on July 2, 1993.

Excluding the results of the branches sold or contributed to Piedmont from 1993 results, franchise net sales increased by 5.5% for the first nine months of 1994. This increase in franchise net sales was primarily due to increased volume. The introduction of certain New Age beverages, such as Nestea and PowerAde, contributed approximately 1.4% of the increase in franchise sales in the first nine months of 1994. Average net selling prices were slightly higher than those of the 1993 periods, sustaining the increases realized in 1993 versus 1992. Sales to other bottlers increased for the first nine months of 1994 over the same period in 1993 primarily due to the sale of finished products to Piedmont. Soft drink products are sold to Piedmont at cost.

When the results for the first nine months are adjusted to reflect comparable territories, gross margin increased 4.3%. Cost of goods sold as a percentage of net sales was slightly higher as increases in the costs of ingredients were partially offset by lower packaging costs. Packaging costs are expected to increase significantly at the end of the fourth quarter of 1994 and during the first quarter of 1995 as a result of increases in the cost of PET and aluminum. The Company expects to increase selling prices to cover the expected increased cost of raw materials.

Excluding the results of the branches sold or contributed to Piedmont from 1993 results, selling expenses increased from approximately 23.3% of net sales in the first nine months of 1993 to approximately 24.7% of net sales in the first nine months of 1994. Higher employment costs resulted from normal wage rate adjustments and planned increases in certain sales and operations functions to improve customer service and reduce turnover. Also, the sales and operations functions increased as a result of increased volume in the first half of 1994. Expenses associated with the introduction of New Age beverages also increased 1994 selling expenses. General and administrative expenses as a percentage of net sales for the comparable franchise territories were slightly lower than for the 1993 periods.

Amortization of goodwill and intangibles declined 21.5% for the first nine months of 1994, reflecting the sale and contribution of franchise territories to Piedmont.

Interest expense increased almost 10% from the third quarter of 1993 to the third quarter of 1994 but was slightly lower for the first nine months of 1994 versus the comparable period in 1993. The third quarter increase was due to higher short-term interest rates. Interest expense had been lower during the first half of 1994 due primarily to the decrease of more than \$100 million in outstanding debt during the third quarter of 1993. Proceeds from the sale of territories to Piedmont, net of the Company's cash contribution, were used to reduce the Company's long-term debt.

The change in "other income (expense), net" for the first nine months of 1994 was due primarily to a third quarter 1994 gain on the sale of one of the Company's aircraft and a first quarter 1994 gain on the sale of an idle production facility. This facility was acquired in the 1991 Sunbelt acquisition and was closed in April 1992. For the first nine months of 1994, gains of approximately \$1.4 million on sales of property, plant and equipment were included in "other income (expense), net." Losses of approximately \$1.3 million on sales of property, plant and equipment were included in "other income (expense), net" for the first nine months of 1993.

The estimated annual effective tax rate for federal and state income taxes was 43% for both the third quarter and the first nine months of 1994. The difference between the effective rate and the statutory rate was due primarily to amortization of nondeductible goodwill, state income taxes, nondeductible premiums on officers' life insurance and other nondeductible expenses.

Changes in Financial Condition:

Working capital increased \$23.5 million from January 2, 1994 and \$11.6 million from October 3, 1993 to October 2, 1994. These increases resulted principally from increases in trade accounts receivable and decreases in accounts payable. Inventory balances increased from January 2, 1994 in order to support Piedmont's inventory requirements. The increase in trade accounts receivable resulted primarily from increases in net sales.

Capital expenditures in 1994 will be higher than in 1993. The Company is purchasing rather than leasing new vehicles and is making certain manufacturing improvements needed to produce new packages. Expenditures for capital additions in 1995 are expected to be lower than in 1994.

The Company uses interest rate hedging products to cost effectively modify risk from interest rate fluctuations in its underlying debt. The Company alters its fixed/floating interest rate mix based upon anticipated operating cash flows of the Company relative to its debt level and the Company's ability to absorb increases in interest rates. As of October 2, 1994, the debt portfolio had a weighted average interest rate of approximately 6.6% and approximately 55% of the total portfolio was subject to changes in

short-term interest rates. As a result of increases in short-term interest rates, the Company expects that interest expense in the remainder of 1994 will increase versus the fourth quarter of 1993.

Long-term debt increased \$20.0 million from January 2, 1994 due primarily to the increase in working capital. As of October 2, 1994, the Company was in compliance with all of the covenants of its various borrowing agreements.

It is the Company's intent to renew any borrowings under its \$170 million revolving credit facility and the informal lines of credit as they mature. To the extent that any borrowings under the revolving credit facility, the informal lines of credit and commercial paper program do not exceed the amount available under the Company's \$170 million revolving credit facility, they are classified as noncurrent liabilities. As of October 2, 1994, the Company had no balances outstanding under the revolving credit facility or the commercial paper program and had \$114.6 million outstanding under the informal lines of credit. The Company had sold trade accounts receivable of \$35 million as of October 2, 1994 compared to \$33 million and \$34.5 million on January 2, 1994 and October 3, 1993, respectively.

In February 1994, the Board of Directors approved an increase in the dividend for the first quarter of 1994. Quarterly dividends were increased to \$.25 per share on both the Common and Class B Common shares outstanding. This dividend rate has been maintained during 1994. Annual dividend payments will total approximately \$9.3 million in 1994.

Management believes that the Company, through the generation of cash flow from operations and the utilization of unused borrowing capacity, has sufficient financial resources available to maintain its current operations and provide for its current capital expenditure requirements. The Company considers the acquisition of additional franchise territories on an ongoing basis.

PART II - OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

Exhibit Number	Description
10.1	Agreement, dated as of December 23, 1993, between the Company and Western Container Corporation covering purchase of PET bottles.
10.2	Lease Funding No. 94007, dated as of August 12, 1994, of a Master Equipment Lease between the Company and Coca-Cola Financial Corporation covering various vending machines.
10.3	Lease Funding No. 94008, dated as of September 7, 1994, of a Master Equipment Lease between the Company and Coca-Cola Financial Corporation covering various vending machines.
10.4	Lease Funding No. 94009, dated as of October 10, 1994, of a Master Equipment Lease between the Company and Coca-Cola Financial Corporation covering various vending machines.
10.5	Lease Funding No. 94010, dated as of October 26, 1994, of a Master Equipment Lease between the Company and Coca-Cola Financial Corporation covering various vending machines.
27	Financial data schedule for period ended October 2, 1994.

(b) Reports on Form 8-K

None.

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 14, 1994

By: /s/ David V. Singer
David V. Singer
Principal Financial Officer
of the Registrant
and
Vice President - Chief Financial
Officer

AGREEMENT

This Agreement is made and entered on this 23 day of December, 1993 between Western Container Corporation ("Seller"), a Texas corporation having its principal place of business at Houston, Texas, and Coca-Cola Bottling Co. Consolidated, a Delaware corporation having its principal place of business at 1900 Rexford Rd., Charlotte, NC 28210 ("Buyer").

WITNESSETH:

WHEREAS, Seller is in the business of manufacturing for sale sixteen ounce, twenty ounce and 1 liter unlabeled polyethylene terephthalate bottles (PET Bottles) in what is commonly known as "generic" or straight-walled design ("Generic Bottles"); and

WHEREAS, Buyer wants to purchase from Seller PET Bottles of a contoured design ("Contoured Bottles") which Seller does not currently manufacture, nor does Seller have the equipment to so manufacture; and

WHEREAS, Buyer also wants to purchase from Seller additional volumes of Generic Bottles which Seller currently does not have the capacity to manufacture; and

WHEREAS, in order for Seller to acquire the manufacturing capacity necessary to supply Buyer and other customers with their expected volume of Contoured and Generic Bottles from Seller, Seller will be required to make substantial capital expenditures for Bottle manufacturing and related equipment, which expenditures are estimated to be in excess of \$16,000,000; and

WHEREAS, Seller is willing to enter into this agreement to supply Contoured and Generic Bottles to Buyer only on the condition that Seller is afforded protection from Buyer that Seller will not be at risk or suffer any financial loss resulting from its purchase of such additional capital equipment in the event that Buyer for any reason whatsoever, including an event of force majeure, either ceases to purchase Bottles from Seller, or ceases to purchase Bottles in sufficient quantities to substantially fully utilize such additional capital equipment, all in accordance with the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both parties, and in consideration of the following terms and provisions, the parties agree as follows:

1. Sale of PET Bottles to Buyer.

(a) Seller shall be obligated to sell and deliver to Buyer a cumulative total of 59.6MM 16-ounce, 20-ounce, and/or 1-liter Generic or Contour Bottles, in such proportions as Buyer may determine, for each twelve (12) month period beginning the earlier of July 1, 1994, or the first day of the month after the month in which Seller has available for shipment to Buyer commercial quality and quantity of Contoured or Generic Bottles (the "Initial Date"); and

(b) Seller shall be relieved of the obligations in Paragraph 1(a) above if Seller's failure to sell and deliver such quantity of PET Bottles is due to an event of force majeure affecting Seller. For the purposes of this Agreement, an event of force majeure shall mean any act which is beyond the reasonable control of Seller, including without limitation, fire, explosion, breakdown or plant failure of machinery, strike, walk-out

labor dispute, casualty or accident, lack of or failure in whole or in part of transportation facilities, or lack of or failure in whole or in part of sources of supply of labor, raw materials and/or power ("Force Majeure"). In the event of an act of Force Majeure which prevents Seller from delivering Bottles to Buyer and such event is covered by Seller's insurance then in effect, Buyer shall be relieved of its obligation to take or pay for such Bottles but only to the extent of the Bottles not delivered as a result of such event and only to the extent of such payments made to Seller under the insurance coverage as a result of such event. Seller agrees to maintain with financially sound and reputable insurers insurance with respect to its properties and business, including business interruption insurance, against such liabilities, casualties, risks and contingencies and in such types and amounts as is customary in the case of persons engaged in the same or similar businesses and similarly situated.

2. Price.

(a) The price to be paid by Buyer to Seller for PET Bottles purchased pursuant to this Agreement shall be Seller's price as established from time to time by Seller's Board of Directors in accordance with the then applicable provisions of the Seller's bylaws and Seller's written policies relating to pricing, as such price may be changed from time to time by Seller's Board of Directors upon not less than five (5) days prior notice in accordance with Seller's pricing policy then in effect. In addition, Buyer shall be invoiced on and shall pay a reasonable deposit for all PET Bottle packaging materials including, without limitation, pallets, tear sheets, top frames and the like, which deposit shall be credited to Buyer when and if such packaging materials are returned to Seller in good condition. Payment by Buyer shall be due net within thirty (30) days from receipt of invoice

by Seller and payments received within fifteen (15) days from receipt of invoice may be discounted by an amount established from time to time by Seller. If Buyer fails to make full payment to Seller on any invoice within thirty (30) days from the date of such invoice (the "Due Date"), such amounts shall accrue interest from the Due Date at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by applicable law, whichever is lesser, and all future shipments of PET Bottles to Buyer shall be sent by Seller to Buyer C.O.D. or on any other basis acceptable to Seller, at Seller's discretion, unless credit terms are reinstated by Seller.

3. Take or Pay.

(a) Except as expressly provided in Paragraphs 1(b) and 4(b), the parties hereto recognize and agree that in no event or circumstance, regardless of fault or lack of fault of either party, including lack of consumer acceptance of or demand for beverage products packaged in the Contoured Bottles, shall Seller be at risk for any economic loss resulting from Seller's purchase of the capital equipment necessary to supply Buyer with Contoured Bottles or additional Generic Bottles hereunder. Accordingly, the parties have agreed to the provisions in Paragraph 3(b) hereof in order to implement this feature of the Agreement.

(b) In order to compensate Seller for the purchase of the Contour and Generic Bottle equipment during the term of this Agreement until termination thereof,

(1) Buyer promises to make 20 quarterly payments (the "Quarterly Payment") to Seller of \$119,184 beginning with the full three calendar month

starting with the Initial Date and each 3-month period thereafter during the term of this Agreement;

(2) In connection with computing each Quarterly Payment as required by paragraph 3(b)(1) of this Section, Buyer will be entitled to a credit against such Quarterly Payment of \$10.00 for each 1,000 Contour and/or Generic Bottles (16 oz., 20 oz., or 1 liter size) shipped to and paid for by Buyer from Seller during the calendar quarter and for each 1,000 Contour and/or Generic Bottles shipped to other customers of Seller and then filled with beverages and shipped to Buyer during the calendar quarter up to a maximum of \$119,184 per quarter. The Quarterly Payment is payable to and must be received by Buyer within 15 days after the end of each such 3-month period; and

(3) When making each fourth Quarterly Payment during each 12-month period hereunder, Buyer may use all Bottles purchased during such 12-month period to determine the credit due on an annual basis to the four quarterly payments due under Paragraph 3(b)(1). If the quantities purchased during such twelve months in which the take or pay obligations were assessed exceeds the annual volume required to negate the take or pay obligation, then any Quarterly Payments made in such twelve months shall be returned by Seller.

4. Term

(a) The term of this Agreement is for the five year period beginning from and including the Initial Date.

(b) Each party hereto shall have the right at its option to terminate this Agreement prior to the end of the term, only if (1) one party fails to cure a material breach of any of its obligations under this Agreement within ninety (90) days after receiving written notice from the other party of such breach, such termination to be effective ninety (90) days after the other party gives such written notice; or (2) the other party files a petition in Bankruptcy Court or is adjudicated a bankrupt; or (3) the other party has a receiver of assets or property appointed because of insolvency; or (4) the other party makes a general assignment of all its assets for the benefit of creditors.

5. Estimates; PET Bottles.

Buyer must provide Seller with good faith written estimates of Buyer's estimated purchases of PET Bottles by type (Generic or Contour) and size (16-oz, 20-oz, and 1-liter) from Seller. These estimates will be calculated for each twelve-month period beginning April 1 with the first such estimate to cover the period beginning April 1, 1994 through March 31, 1995. These estimates will be submitted to Seller by Buyer upon execution hereof for the first twelve-month period, and no later than ninety (90) days before the beginning of each subsequent twelve-month period. Buyer further agrees to provide Seller with information reflecting likely material deviations from then current forecasts within a reasonable period of time after Buyer has knowledge of the likelihood of such deviations. Buyer shall place all orders with Seller at least two weeks prior to the requested delivery date of the order. In no event shall Seller be required to sell to Buyer Bottles in excess of the quantities set forth in Paragraph 1.

6. Delivery.

Seller shall ship the PET Bottles to the locations specified by Buyer in its order within two (2) weeks after receipt of an order (subject, however, to events of Force Majeure); provided, however, if the designated location is more than five hundred (500) highway miles from Seller's plant from which the PET Bottles are to be shipped, then Buyer shall pay all transportation costs with respect to shipping such PET Bottles from Seller's plant to the designated location to the extent such costs exceed the cost for shipping such PET Bottles for the first five hundred (500) highway miles. Buyer agrees to accept delivery of the PET Bottles unlabeled in bulk pallets. Buyer agrees that Seller is not required to deliver the PET Bottles in corrugated boxes.

7. Warranties.

Seller represents and warrants that:

(a) Upon delivery, the PET Bottles shall be acceptable at the time of manufacture to The Coca-Cola Company.

(b) It will at all times carry products liability insurance in the amount of \$500,000 with an umbrella of \$10,000,000.

ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED AND NEGATED.

(c) A breach of the warranties in this Section shall entitle Buyer to damages as provided in Paragraph 8(c) only, but shall not permit Buyer to terminate this

Agreement unless terminated in accordance with a failure of performance by Seller pursuant to Paragraph 4(b) hereof.

8. Indemnification.

(A) SELLER SHALL, AT ITS OWN EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM ANY AND ALL LIABILITY, COMPLAINT, CLAIM OR LEGAL ACTION THAT MAY BE INSTITUTED BY A THIRD PARTY AGAINST BUYER ALLEGING DAMAGE, DEATH, ILLNESS, OR INJURY RESULTING FROM OR ALLEGING A DEFECT IN THE MANUFACTURE OR MATERIALS OF THE PET BOTTLES OR FROM CONTAMINATION OF THE CONTENTS THEREOF BY THE MATERIALS FROM WHICH THE PET BOTTLES ARE MANUFACTURED (BUT NOT SUCH CLAIMS WHICH RESULT FROM A DEFECT OR CONTAMINATION WHICH OCCURS AFTER THE BOTTLES LEAVE SELLER'S PLANT, SUCH AS DURING THE HANDLING, SHIPPING, BOTTLING OR THE DISTRIBUTION OPERATION UNLESS SUCH DEFECT OR CONTAMINATION IS CAUSED ONLY BY THE PET BOTTLES AS MANUFACTURED) AND TO ASSUME FULL RESPONSIBILITY AND EXPENSE OF INVESTIGATION, LITIGATION, NEGOTIATION, AND/OR SETTLEMENT OF ANY SUCH COMPLAINT, CLAIM OR LEGAL ACTION, BUT SUCH LIABILITY, RESPONSIBILITY AND EXPENSE SHALL NOT EXCEED THE AMOUNT OF SELLER'S PRODUCT LIABILITY COVERAGE FOR WHICH THE INSURANCE CARRIER MAKES PAYMENT TO SELLER (PLUS ANY APPLICABLE DEDUCTIBLE). LIKEWISE, BUYER SHALL, AT ITS OWN EXPENSE, DEFEND, INDEMNIFY, AND HOLD

HARMLESS SELLER FROM ANY AND ALL LIABILITY, COMPLAINT, CLAIM OR LEGAL ACTION THAT MAY BE INSTITUTED BY A THIRD PARTY AGAINST SELLER ALLEGING DAMAGE, DEATH, ILLNESS, OR INJURY RESULTING FROM OR ALLEGING A DEFECT IN THE PET BOTTLES OR FROM CONTAMINATION OF THE CONTENTS THEREOF WHICH RESULT FROM A DEFECT OR CONTAMINATION WHICH OCCURS AFTER THE BOTTLES LEAVE SELLER'S PLANT, SUCH AS DURING THE HANDLING, SHIPPING, BOTTLING OR THE DISTRIBUTION OPERATION UNLESS SUCH DEFECT OR CONTAMINATION IS IN THE PET BOTTLES AS MANUFACTURED BY SELLER, AND BUYER SHALL ASSUME FULL RESPONSIBILITY AND EXPENSE OF ANY INVESTIGATION, LITIGATION, NEGOTIATION, AND/OR SETTLEMENT OF ANY SUCH COMPLAINT, CLAIM OR LEGAL ACTION BUT SUCH LIABILITY, RESPONSIBILITY AND EXPENSE SHALL NOT EXCEED THE AMOUNT OF BUYER'S PRODUCT LIABILITY COVERAGE FOR WHICH THE INSURANCE CARRIER MAKES PAYMENT TO BUYER (PLUS ANY APPLICABLE DEDUCTIBLE).

(B) BOTH SELLER AND BUYER AGREE THAT NEITHER WILL SETTLE OR COMPROMISE ANY CLAIM OR SUIT HAVING ANY ADVERSE EFFECT UPON THE OTHER PARTY WITHOUT PROVIDING THE OTHER PARTY REASONABLE ADVANCE NOTICE THEREOF. IN THE EVENT EITHER PARTY OBJECTS TO THE PROPOSED SETTLEMENT OF THE OTHER, THE OBJECTING PARTY MAY ASSUME FULL RESPONSIBILITY FOR THE DEFENSE OF ANY

SUCH CLAIM OR SUIT AT ITS OWN EXPENSE, CONDITIONED UPON THE OBJECTING PARTY AGREEING TO PAY FOR ALL DAMAGES OBTAINED AGAINST THE OTHER PARTY OVER AND ABOVE THE AGREED UPON BASIS OF SETTLEMENT. IT IS EXPRESSLY UNDERSTOOD THAT EITHER PARTY, AT ITS ELECTION, MAY, AT ITS OWN EXPENSE, RETAIN COUNSEL TO PARTICIPATE IN THE DEFENSE OF ANY CLAIM OR SUIT BROUGHT AGAINST THE OTHER PARTY WHICH MAY HAVE AFFECT UPON ITS RIGHT OR LIABILITIES HEREUNDER.

(C) BUYER'S EXCLUSIVE REMEDY, AND SELLER'S SOLE LIABILITY IN RESPECT TO ANY CLAIM FOR DAMAGES FOR BREACH OF ANY WARRANTY OF SECTION 7 (OTHER THAN AS PROVIDED WITH RESPECT TO THIRD PARTY CLAIMS COVERED BY SECTION 8(A) WHICH SHALL BE GOVERNED EXCLUSIVELY BY SECTION 8(A)), SHALL BE LIMITED TO REIMBURSEMENT OF THE ACTUAL COST TO BUYER, AS DETERMINED BY SELLER'S BOARD OF DIRECTORS, OF THE PET BOTTLES CLAIMED TO BE DEFECTIVE OR OTHERWISE NOT IN COMPLIANCE WITH SUCH WARRANTIES, OR THE REPLACEMENT THEREOF, BUT SHALL NOT INCLUDE ANY CONSEQUENTIAL OR OTHER DAMAGES EXCEPT FOR THE COST OF REMOVING SUCH DEFECTIVE PET BOTTLES FROM THE FACILITIES OF BUYER. No person not a party hereto shall have any rights hereunder or with respect hereto, and no such person shall be considered a third-party beneficiary hereof.

9. Conflict With Other Agreements; Indemnity.

Buyer represents and warrants to Seller that neither the execution and delivery of this Agreement nor the performance of the transactions contemplated herein by Buyer will violate or conflict with (a) any provision of any contract or agreement to which Buyer is a party or by which it is bound; or (b) any duty to any third party. Seller represents and warrants to Buyer that neither the execution and delivery of this Agreement nor the performance of the transactions contemplated herein by Seller will violate or conflict with (a) any provision of any contract or agreement to which Seller is a party or by which it is bound; or (b) any duty to any third party. Each party hereto shall, at its own expense, defend, indemnify and hold harmless the other party hereto from any and all liability, complaint, claim or legal action that may be instituted by a third party involving a breach of the representations and warranties in this Paragraph 9.

10. Governing Law.

The terms and provisions of this Agreement shall be governed by the substantive laws of the State of Texas, excluding any rule or principle that might refer to or apply the substantive law of another jurisdiction.

11. Successors and Assigns.

This Agreement shall be binding upon and inure to benefit of the parties hereto and their respective successors and assigns; provided, however, this Agreement shall not be assigned by Buyer or Seller without the prior written consent of the other party hereto, except that either party may effect a corporate reorganization from a corporation to a corporate cooperative without the need for such consent and except that Seller may

grant to NationsBank of Texas, N.A. a security interest in this Agreement to secure Seller's obligations to NationsBank of Texas, N.A. without the need for such consent.

12. Entire Agreement; Amendments.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties relating thereto. No supplement, modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties, and no waiver shall be deemed to apply to any continuing default or any subsequent breach or default, either of a similar or different nature, unless expressly so stated in writing.

13. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given upon receipt on a business day at the address for notice for the party to whom the notice is addressed.

The addresses for notice are as follows:

(a) If to Seller:

Western Container Corporation
3801 Distribution Boulevard
Houston, Texas 77018

Attention: Robert H. Jackson

(b) If to Buyer:

Coca-Cola Bottling Co. Consolidated
1900 Rexford Rd.
Charlotte, North Carolina 28210

Attention: Michael A. Perkis

The respective addresses for notice may be changed by either party hereto by furnishing to the other party written notice in accordance with the provision of such change of address.

14. Survival.

The obligations of Paragraphs 2,7,8 and 9 shall survive any termination of this Agreement.

15. Counterparts.

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

16. Exhibits and Headings.

The Exhibits attached hereto are made a part hereof. The paragraph and section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

17. Invalidity.

In the event any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and any such invalid, illegal, or unenforceable provision shall be construed as broadly as is permitted by law so that only that portion which is invalid, illegal or unenforceable is impaired.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives or officers.

[BUYER]

By: Michael A. Perkis

Title: Vice President

Date: December 23, 1993

WESTERN CONTAINER CORPORATION

By:

Title:

Date:

LEASE SUPPLEMENT TO
MASTER EQUIPMENT LEASE (the "Master Lease")
BETWEEN
COCA-COLA FINANCIAL CORPORATION ("Lessor")
AND
COCA-COLA BOTTLING CO. CONSOLIDATED ("Lessee")
DATED: February 9, 1993

1. Term

The "Initial Term" shall commence on the 12th day of August, 1994 ("Lease Commencement Date"); and will continue for a term of one hundred eight (108) months ending on 12th day of August, 2003.

2. Rent

(a) BASIC RENT: As Basic Rent hereunder, Lessee shall pay an aggregate rental charge of \$2,380,887.72, payable in arrears in thirty-six (36) quarterly installments of \$66,135.77 each, beginning on November 12th and continuing on the same day of each calendar quarter thereafter during the Initial Term, with the final such installment being due and payable on August 12, 2003.

(b) INTERIM RENT: Lessee shall pay Lessor Interim Rent on all payments made by Lessor for Equipment from the date of Lessor's payment, if paid prior to the Lease Commencement Date, until the Lease Commencement Date. Interim Rent shall be calculated from the date of such payment on the basis of a rate which shall be the lesser of (i) a daily rate of .0003591% per dollar so paid by Lessor, (which rate is based on the rate implied by the Basic Rent amount set forth above), or (ii) a per annum rate applied to the amount so paid by Lessor equal to the "Prime Rate" as published in The Wall Street Journal on the last business day prior to the date of such payment by Lessor. Interim Rent shall be payable in full on the Lease Commencement Date.

(c) SUPPLEMENTAL RENT: In addition to Basic Rent and Interim Rent, Lessee shall pay Lessor all Supplemental Rent provided for in the Master Lease including, without limitation, all applicable sales and use taxes.

3. Location of the Equipment

The location(s) of the Equipment leased is (are) set forth on Exhibit "A" attached hereto.

4. Equipment Leased

The Equipment leased is described on each equipment invoice and installation notification subject to this Lease Supplement. The supporting equipment invoices, installation notifications and equipment serial numbers are summarized on Exhibit "A" attached hereto.

5. Stipulated Loss Value

The "Stipulated Loss Value" of each item of Equipment, as of any particular date of computation, shall be determined with reference to Exhibit "B" attached hereto by multiplying the original cost of such item of Equipment as stated on Exhibit "A" hereto by the percentage of the cost of such item set forth opposite the applicable month number on Exhibit "B" hereto. For this purpose the applicable month number means the number of months or partial months elapsed since the Lease Commencement Date. If only a portion of an item of Equipment is affected by any event causing calculation of "Stipulated Loss Value" as specified in the Master Lease, and the cost of such portion of the Equipment cannot be readily determined from the original cost of such item set forth on Exhibit A, then the Stipulated Loss Value for such portion of the Equipment shall be as reasonably calculated by Lessor, with written notice of such amount being sent to Lessee by Lessor.

6. Lease

This Lease Supplement is executed and delivered under and pursuant to the terms of the Master Lease, and this Lease Supplement shall be deemed to be a part of, and shall be governed by the terms and conditions of the Master Lease. For purposes of this Lease Supplement, capitalized

terms which are used herein but which are not otherwise defined herein shall have the meanings ascribed to such terms in the Master Lease.

IN WITNESS WHEREOF, Lessee has caused this Lease Supplement to be duly executed and delivered by its duly authorized officers, this 12th day of August, 1994.

LESSEE:

COCA-COLA BOTTLING CO. CONSOLIDATED

(CORPORATE SEAL)

By: Brenda B. Jackson

Attest: Patricia A. Gill

Title: Vice President & Treasurer

Title: Asst. Secretary

Accepted in Atlanta, Georgia, this 22nd day of August, 1994.

LESSOR:

COCA-COLA FINANCIAL CORPORATION

By: Kathy L. Meyers

Title: Op. Mgr.

LEASE SUPPLEMENT TO
MASTER EQUIPMENT LEASE (the "Master Lease")
BETWEEN
COCA-COLA FINANCIAL CORPORATION ("Lessor")
AND
COCA-COLA BOTTLING CO. CONSOLIDATED ("Lessee")
DATED: February 9, 1993

1. Term

The "Initial Term" shall commence on the 7th day of September, 1994 ("Lease Commencement Date"); and will continue for a term of one hundred eight (108) months ending on 7th day of September, 2003.

2. Rent

(a) BASIC RENT: As Basic Rent hereunder, Lessee shall pay an aggregate rental charge of \$1,516,048.92, payable in arrears in thirty-six (36) quarterly installments of \$42,112.47 each, beginning on December 7th and continuing on the same day of each calendar quarter thereafter during the Initial Term, with the final such installment being due and payable on September 7, 2003.

(b) INTERIM RENT: Lessee shall pay Lessor Interim Rent on all payments made by Lessor for Equipment from the date of Lessor's payment, if paid prior to the Lease Commencement Date, until the Lease Commencement Date. Interim Rent shall be calculated from the date of such payment on the basis of a rate which shall be the lesser of (i) a daily rate of .0357% per dollar so paid by Lessor, (which rate is based on the rate implied by the Basic Rent amount set forth above), or (ii) a per annum rate applied to the amount so paid by Lessor equal to the "Prime Rate" as published in The Wall Street Journal on the last business day prior to the date of such payment by Lessor. Interim Rent shall be payable in full on the Lease Commencement Date.

(c) SUPPLEMENTAL RENT: In addition to Basic Rent and Interim Rent, Lessee shall pay Lessor all Supplemental Rent provided for in the Master Lease including, without limitation, all applicable sales and use taxes.

3. Location of the Equipment

The location(s) of the Equipment leased is (are) set forth on Exhibit "A" attached hereto.

4. Equipment Leased

The Equipment leased is described on each equipment invoice and installation notification subject to this Lease Supplement. The supporting equipment invoices, installation notifications and equipment serial numbers are summarized on Exhibit "A" attached hereto.

5. Stipulated Loss Value

The "Stipulated Loss Value" of each item of Equipment, as of any particular date of computation, shall be determined with reference to Exhibit "B" attached hereto by multiplying the original cost of such item of Equipment as stated on Exhibit "A" hereto by the percentage of the cost of such item set forth opposite the applicable month number on Exhibit "B" hereto. For this purpose the applicable month number means the number of months or partial months elapsed since the Lease Commencement Date. If only a portion of an item of Equipment is affected by any event causing calculation of "Stipulated Loss Value" as specified in the Master Lease, and the cost of such portion of the Equipment cannot be readily determined from the original cost of such item set forth on Exhibit A, then the Stipulated Loss Value for such portion of the Equipment shall be as reasonably calculated by Lessor, with written notice of such amount being sent to Lessee by Lessor.

6. Lease

This Lease Supplement is executed and delivered under and pursuant to the terms of the Master Lease, and this Lease Supplement shall be deemed to be a part of, and shall be governed by the terms and conditions of the Master

Lease. For purposes of this Lease Supplement, capitalized terms which are used herein but which are not otherwise defined herein shall have the meanings ascribed to such terms in the Master Lease.

IN WITNESS WHEREOF, Lessee has caused this Lease Supplement to be duly executed and delivered by its duly authorized officers, this 7th day of September, 1994.

LESSEE:

COCA-COLA BOTTLING CO. CONSOLIDATED

(CORPORATE SEAL)

Attest: Patricia A. Gill
Title: Asst. Secretary

By: Brenda B. Jackson
Title: Vice President & Treasurer

Accepted in Atlanta, Georgia, this 13 day of September, 1994.

LESSOR:

COCA-COLA FINANCIAL CORPORATION

By: William Knight
Title: Vice President

LEASE SUPPLEMENT TO
MASTER EQUIPMENT LEASE (the "Master Lease")
BETWEEN
COCA-COLA FINANCIAL CORPORATION ("Lessor")
AND
COCA-COLA BOTTLING CO. CONSOLIDATED ("Lessee")
DATED: February 9, 1993

1. Term

The "Initial Term" shall commence on the 10th day of October, 1994 ("Lease Commencement Date"); and will continue for a term of one hundred eight (108) months ending on 10th day of October, 2003.

2. Rent

(a) BASIC RENT: As Basic Rent hereunder, Lessee shall pay an aggregate rental charge of \$1,934,304.48, payable in arrears in thirty-six (36) quarterly installments of \$53,730.68 each, beginning on January 10th and continuing on the same day of each calendar quarter thereafter during the Initial Term, with the final such installment being due and payable on October 10, 2003.

(b) INTERIM RENT: Lessee shall pay Lessor Interim Rent on all payments made by Lessor for Equipment from the date of Lessor's payment, if paid prior to the Lease Commencement Date, until the Lease Commencement Date. Interim Rent shall be calculated from the date of such payment on the basis of a rate which shall be the lesser of (i) a daily rate of .000366% per dollar so paid by Lessor, (which rate is based on the rate implied by the Basic Rent amount set forth above), or (ii) a per annum rate applied to the amount so paid by Lessor equal to the "Prime Rate" as published in The Wall Street Journal on the last business day prior to the date of such payment by Lessor. Interim Rent shall be payable in full on the Lease Commencement Date.

(c) SUPPLEMENTAL RENT: In addition to Basic Rent and Interim Rent, Lessee shall pay Lessor all Supplemental Rent provided for in the Master Lease including, without limitation, all applicable sales and use taxes.

3. Location of the Equipment

The location(s) of the Equipment leased is (are) set forth on Exhibit "A" attached hereto.

4. Equipment Leased

The Equipment leased is described on each equipment invoice and installation notification subject to this Lease Supplement. The supporting equipment invoices, installation notifications and equipment serial numbers are summarized on Exhibit "A" attached hereto.

5. Stipulated Loss Value

The "Stipulated Loss Value" of each item of Equipment, as of any particular date of computation, shall be determined with reference to Exhibit "B" attached hereto by multiplying the original cost of such item of Equipment as stated on Exhibit "A" hereto by the percentage of the cost of such item set forth opposite the applicable month number on Exhibit "B" hereto. For this purpose the applicable month number means the number of months or partial months elapsed since the Lease Commencement Date. If only a portion of an item of Equipment is affected by any event causing calculation of "Stipulated Loss Value" as specified in the Master Lease, and the cost of such portion of the Equipment cannot be readily determined from the original cost of such item set forth on Exhibit A, then the Stipulated Loss Value for such portion of the Equipment shall be as reasonably calculated by Lessor, with written notice of such amount being sent to Lessee by Lessor.

6. Lease

This Lease Supplement is executed and delivered under and pursuant to the terms of the Master Lease, and this Lease Supplement shall be deemed to be a part of, and shall be governed by the terms and conditions of the Master Lease. For purposes of this Lease Supplement, capitalized terms which are used herein but which are not otherwise defined herein shall have the meanings ascribed to such terms in the Master Lease.

IN WITNESS WHEREOF, Lessee has caused this Lease Supplement to be duly executed and delivered by its duly authorized officers, this 10th day of October, 1994.

LESSEE:

COCA-COLA BOTTLING CO. CONSOLIDATED

(CORPORATE SEAL)

By: Brenda B. Jackson

Attest: Patricia A. Gill

Title: Vice President & Treasurer

Title: Asst. Secretary

Accepted in Atlanta, Georgia, this day of , 1994.

LESSOR:

COCA-COLA FINANCIAL CORPORATION

By:

Title:

TREASURY BOND 7.78%
RENTAL FACTOR 3.29480%
LEASE FUNDING NO: 94010

LEASE SUPPLEMENT TO
MASTER EQUIPMENT LEASE (the "Master Lease")
BETWEEN
COCA-COLA FINANCIAL CORPORATION ("Lessor")
AND
COCA-COLA BOTTLING CO. CONSOLIDATED ("Lessee")
DATED: February 9, 1993

1. Term

The "Initial Term" shall commence on the 26th day of October, 1994 ("Lease Commencement Date"); and will continue for a term of one hundred eight (108) months ending on 26th day of October, 2003.

2. Rent

(a) BASIC RENT: As Basic Rent hereunder, Lessee shall pay an aggregate rental charge of \$1,099,719.00, payable in arrears in thirty-six (36) quarterly installments of \$30,547.75 each, beginning on December 7th and continuing on the same day of each calendar quarter thereafter during the Initial Term, with the final such installment being due and payable on October 26, 2003.

(b) INTERIM RENT: Lessee shall pay Lessor Interim Rent on all payments made by Lessor for Equipment from the date of Lessor's payment, if paid prior to the Lease Commencement Date, until the Lease Commencement Date. Interim Rent shall be calculated from the date of such payment on the basis of a rate which shall be the lesser of (i) a daily rate of .00037% per dollar so paid by Lessor, (which rate is based on the rate implied by the Basic Rent amount set forth above), or (ii) a per annum rate applied to the amount so paid by Lessor equal to the "Prime Rate" as published in The Wall Street Journal on the last business day prior to the date of such payment by Lessor. Interim Rent shall be payable in full on the Lease Commencement Date.

(c) SUPPLEMENTAL RENT: In addition to Basic Rent and Interim Rent, Lessee shall pay Lessor all Supplemental Rent provided for in the Master Lease including, without limitation, all applicable sales and use taxes.

3. Location of the Equipment

The location(s) of the Equipment leased is (are) set forth on Exhibit "A" attached hereto.

4. Equipment Leased

The Equipment leased is described on each equipment invoice and installation notification subject to this Lease Supplement. The supporting equipment invoices, installation notifications and equipment serial numbers are summarized on Exhibit "A" attached hereto.

5. Stipulated Loss Value

The "Stipulated Loss Value" of each item of Equipment, as of any particular date of computation, shall be determined with reference to Exhibit "B" attached hereto by multiplying the original cost of such item of Equipment as stated on Exhibit "A" hereto by the percentage of the cost of such item set forth opposite the applicable month number on Exhibit "B" hereto. For this purpose the applicable month number means the number of months or partial months elapsed since the Lease Commencement Date. If only a portion of an item of Equipment is affected by any event causing calculation of "Stipulated Loss Value" as specified in the Master Lease, and the cost of such portion of the Equipment cannot be readily determined from the original cost of such item set forth on Exhibit A, then the Stipulated Loss Value for such portion of the Equipment shall be as reasonably calculated by Lessor, with written notice of such amount being sent to Lessee by Lessor.

6. Lease

This Lease Supplement is executed and delivered under and pursuant to the

terms of the Master Lease, and this Lease Supplement shall be deemed to be a part of, and shall be governed by the terms and conditions of the Master Lease. For purposes of this Lease Supplement, capitalized terms which are used herein but which are not otherwise defined herein shall have the meanings ascribed to such terms in the Master Lease.

IN WITNESS WHEREOF, Lessee has caused this Lease Supplement to be duly executed and delivered by its duly authorized officers, this 7th day of September, 1994.

LESSEE:

COCA-COLA BOTTLING CO. CONSOLIDATED

(CORPORATE SEAL)

Attest: Patricia A. Gill
Title: Asst. Secretary

By: Brenda B. Jackson
Title: Vice President & Treasurer

Accepted in Atlanta, Georgia, this day of , 1994.

LESSOR:

COCA-COLA FINANCIAL CORPORATION

By:
Title:

This schedule contains summary financial information extracted from the financial statements as of and for the nine months ended October 2, 1994 and is qualified in its entirety by reference to such financial statements.

1,000

9-MOS	JAN-01-1995	OCT-02-1994
		2,200
		0
		7,522
		419
		30,320
	62,844	317,030
	138,022	
	660,790	
62,910		454,392
		12,055
	0	0
		39,147
660,790		552,927
	552,927	328,979
		328,979
	178,099	
	0	
	23,358	
	22,965	
		9,856
13,109		0
		0
		(2,211)
	10,898	
	1.17	
	1.17	