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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 29, 2016

COCA-COLA BOTTLING CO. CONSOLIDATED
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-9286
(Commission
File Number)

56-0950585
(IRS Employer
Identification No.)

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

28211
(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

Glacéau Agreement. On June 29, 2016, Coca-Cola Bottling Co. Consolidated (the “Company”), The Coca-Cola Company and Coca-Cola Refreshments USA, Inc. (“CCR”), a wholly-owned subsidiary of The Coca-Cola Company, entered into an agreement (the “Glacéau Agreement”), pursuant to which the Company will commence the distribution, promotion, marketing and sale of Glacéau brand beverage products as of January 1, 2017 in certain territories located in portions of Delaware, Maryland, Virginia and the District of Columbia in which the Company is currently authorized to distribute products of The Coca-Cola Company (the “Glacéau Territory”). The Glacéau brand beverage products, which include Glacéau vitaminwater brand nutrient-enhanced beverages and Glacéau Smartwater brand electrolyte-enhanced water (collectively, the “Products”), are currently distributed within the Glacéau Territory by a third party distributor pursuant to one or more existing distribution agreements with a wholly-owned subsidiary of The Coca-Cola Company (the “Third-Party Distribution Agreement”). The Coca-Cola Company has notified the Company that it is terminating the Third-Party Distribution Agreement such that, effective January 1, 2017, the current distributor will no longer be authorized to distribute the Products within the Glacéau Territory.

The Company is party to various comprehensive beverage agreements (“CBAs”) with CCR and The Coca-Cola Company which authorize the Company to distribute, promote, market and sell certain beverage brands owned by The Coca-Cola Company, including the Products and other Glacéau beverage products, in certain geographic territories (collectively, the “CBA Territory”) on an exclusive basis, subject to exceptions that include any contractual commitments with customers or distributors that The Coca-Cola Company was a party to at the time the Company and CCR entered into the applicable CBA. The Glacéau Agreement provides that, effective January 1, 2017, the Company may commence with the distribution, promotion, marketing and sale of the Products (and any other Glacéau beverage products authorized under the applicable CBA) within the portion of the Glacéau Territory located within the Company’s CBA Territory, pursuant to the terms and conditions set forth in the applicable CBA. In addition, certain portions of the Glacéau Territory are located within territory the Company serves pursuant to other bottling agreements that were in effect prior to its entrance into the CBAs (the “Legacy Territory”). Pursuant to the Glacéau Agreement, The Coca-Cola Company authorized the Company to distribute, promote, market and sell the Products in the portions of the Glacéau Territory located within the Company’s Legacy Territory commencing on January 1, 2017. This authorization shall remain valid and effective as long as the Company’s authorization to distribute Products in any other portions of its Legacy Territory remains in full force and effect under applicable bottling agreements.

In consideration for the Company’s opportunity to commence the distribution, promotion, marketing and sale of the Products in the Glacéau Territory on January 1, 2017, the Glacéau Agreement requires the Company to make a payment to The Coca-Cola Company (the “Termination Payment”) equal to the portion of the total termination payment The Coca-Cola Company is obligated to make and pays to the current distributor of the Products upon termination of the Third-Party Distribution Agreement (as determined pursuant to its terms) that is applicable to the Glacéau Territory. The Termination Payment must be paid in full by the later of (i) January 31, 2017 and (ii) ten business days after the Company’s receipt of certain certifications from The Coca-Cola Company as to the amount and calculations of the Termination Payment. The Company anticipates that the Termination Payment will be approximately \$16 million to \$18 million.

Description of Glacéau Agreement is Qualified by Full Text. The foregoing descriptions of the Glacéau Agreement is only a summary and is qualified in its entirety by the full text of such agreement and all exhibits thereto, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Forward-Looking Statements. This Current Report on Form 8-K contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements typically are identified by use of terms such as “may,” “project,” “should,” “plan,” “expect,” “anticipate,” “believe,” “estimate” and similar words. 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. The Company’s actual results could differ materially from those contained in forward-looking statements due to a number of factors, including the statements under “Risk Factors” found in the Company’s Annual Reports on Form 10-K’s and its Quarterly Reports on Form 10-Q’s on file with the Securities and Exchange Commission.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>	<u>Incorporated By Reference To</u>
10.1	Glacéau Agreement, dated June 29, 2016, by and between The Coca-Cola Company, Coca-Cola Refreshments USA, Inc. and Coca-Cola Bottling Co. Consolidated.	Filed herewith.

SIGNATURE

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 hereunto duly authorized.

COCA-COLA BOTTLING CO. CONSOLIDATED

Date: July 5, 2016

By: /s/ Clifford M. Deal, III
Clifford M. Deal, III
Senior Vice President & Chief Financial Officer

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC**

EXHIBITS

**CURRENT REPORT
ON
FORM 8-K**

**Date of Event Reported:
June 29, 2016**

**Commission File No:
0-9286**

COCA-COLA BOTTLING CO. CONSOLIDATED

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Incorporated By Reference To</u>
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**Agreement between
The Coca-Cola Company,
Coca-Cola Refreshments USA, Inc.
and
Coca-Cola Bottling Co. Consolidated**

1. **Background**

Energy Brands, Inc., (“EBI”) a wholly-owned subsidiary of The Coca-Cola Company (“Company”), intends to terminate the Distribution Agreements by and between EBI and current distributor of Product in the Territory (collectively, the “Distribution Agreement”).

Coca-Cola Bottling Co. Consolidated (“Bottler”) is a party to Comprehensive Beverage Agreements (collectively, the “Comprehensive Beverage Agreements”) with Company and Coca-Cola Refreshments USA, Inc., a wholly-owned subsidiary of Company (“CCR”), including without limitation agreements dated October 30, 2015, January 29, 2016, April 1, 2016 and April 29, 2016, that authorize Bottler to market, promote, distribute and sell glaceau vitaminwater (including without limitation glaceau vitaminwater energy and glaceau vitaminwater zero), glaceau Smartwater and glaceau vitaminwater zero drops in certain geographic territories (the “Bottler’s CBA Territory”) that include the Territory (as defined below), on an exclusive basis subject to certain exceptions that include any contractual commitments with customers or distributors that Company was a party to at the time the parties executed the applicable Comprehensive Beverage Agreement.

Certain portions of the Territory are not located within Bottler’s CBA Territory but are located within territory (“Bottler’s Legacy Territory” and together with Bottler’s CBA Territory, “Bottler’s Territory”) where Bottler is authorized by Company to distribute Coca-Cola™ beverages under other bottling agreements.

Upon termination of the Distribution Agreement, Bottler will begin to market, promote, distribute and sell Products in the Territory. For purposes of this Agreement the following terms will have the respective meanings set forth below:

Product(s): (a) glaceau vitaminwater brand nutrient-enhanced beverages including without limitation glaceau vitaminwater energy and glaceau vitaminwater zero (“vitaminwater”); and (b) glaceau Smartwater brand electrolyte enhanced water (“smartwater”); each as set forth in Exhibit A attached hereto.

Territory: as set forth in Exhibit B attached hereto.

2. **Agreement Coverage**

This agreement (this “Agreement”) is entered into this 29th day of June, 2016, by Company, CCR and Bottler.

In consideration for the opportunity for Bottler to commence the marketing, promotion, distribution and sale of Products in the Territory as of January 1, 2017, Bottler has agreed to make a payment to Company (the "Termination Payment") equal to a portion of the termination payment made by Company to current distributor under the Distribution Agreement applicable to the Territory as determined in accordance with Exhibit C attached hereto.

3. **Effective Date of Distribution of Product in the Territory**

a. Company authorizes Bottler to market, promote, distribute and sell Products in the portions of the Territory located within Bottler's Legacy Territory commencing on January 1, 2017 (assuming the prior termination of the Distribution Agreement).

b. Company and CCR acknowledge that effective January 1, 2017 (assuming the prior termination of the Distribution Agreement), the current distributor of Products will no longer be authorized to distribute Products in the portions of the Territory located within Bottler's CBA Territory and that Bottler may commence the marketing, promotion, distribution and sale of Products (and any other glaceau beverage products authorized under the applicable Comprehensive Beverage Agreement) within such portion of Bottler's CBA Territory on January 1, 2017 pursuant to the terms and conditions set forth in the applicable Comprehensive Beverage Agreement.

4. **Payment Dates**

Bottler shall make payment of the Termination Payment to Company as set forth in Exhibit C attached hereto.

5. **Term**

The Company authorization set forth in Section 3(a) of this Agreement shall be valid and effective as long as Bottler's authorization to distribute Products in any other part of Bottler's Legacy Territory remains in full force and effect.

6. **Representations and Warranties.**

Company and CCR represent and warrant to Bottler that: (i) upon the termination of the Distribution Agreement, neither Company nor any of its affiliates will be a party to any agreements or commitments (written or oral) that authorize a party (other than Bottler or its affiliates) to market, promote, distribute or sell any glaceau beverage products to customers or distributors in any portion of Bottler's Territory and (ii) the Final Termination Payment (as defined on Exhibit C) amount has been determined in accordance with the terms of the Distribution Agreement.

7. **Confidentiality**

The terms and conditions of this Agreement are acknowledged by the parties to be strictly confidential, and the parties agree not to share the contents hereof with any party without the express written consent of the other party; provided, however, such terms and conditions may be disclosed as required by applicable law or an order by a governmental authority or any requirements of a stock market or exchange or other regulatory body having competent jurisdiction.

8. **Reservation of Rights and Waiver**

Company and Bottler expressly reserve, and neither this Agreement nor the parties' performance hereunder will waive or modify, any rights under applicable bottling or distribution agreements or any other agreement, including, without limitation, the Comprehensive Beverage Agreement or Energy Brands, Inc. Distribution Agreement, as amended (if applicable), except that Bottler specifically waives any provisions of any agreements between Company and/or Coca-Cola Refreshments USA, Inc. and Bottler, including, but not limited to, the Comprehensive Beverage Agreement and Energy Brands, Inc. Distribution Agreement that provide for favorable treatment (i.e. Most Favored Nations treatment) of Bottler as such provision may apply to this Agreement.

[Signature Page(s) to Follow.]

ACCEPTED AND AGREED TO:

Coca-Cola Bottling Co. Consolidated:

By: /s/ James E. Harris
Authorized Representative

Date: June 29, 2016

The Coca-Cola Company:

By: /s/ Marie Quintero-Johnson
Authorized Representative

Date: June 29, 2016

Coca-Cola Refreshments USA, Inc.:

By: /s/ Marie Quintero-Johnson
Authorized Representative

Date: June 29, 2016

Exhibit A

Products

glaceau vitaminwater, 20 oz PET, all flavors
glaceau vitaminwater, 32 oz PET, all flavors
glaceau vitaminwater, 12 oz PET, all flavors
glaceau vitaminwater, 20 oz variety pack
glaceau Smartwater, brand electrolyte enhanced water, PET, all sizes

Exhibit B

Territory

The “Territory” means any geographic territory where EBI, Company or any affiliate of Company has authorized the current distributor of Products to distribute any glacial beverage products (including without limitation the Products) within Bottler’s Territory, including without limitation the portions of the following territories within Bottler’s Territory:

- a) The District of Columbia
- b) State of Delaware – the counties of: Sussex, Kent, and New Castle
- c) State of Maryland – the counties of: Cecil, Kent, Dorchester, Wicomico, Somerset, Worcester, Caroline, Queen Anne, Talbot, Anne Arundel, Howard, Prince Georges, Charles, Baltimore, Carroll, Montgomery, St. Mary’s, Harford, Calvert, Frederick and Cambridge; and Baltimore City
- d) State of Virginia – the counties of: Accomack, Northampton, Fairfax, Goochland, Hanover, Sussex, Brunswick, Amelia, Chesterfield, Powhatan, Southampton, Dinwiddie, London, Henrico, Prince George, Greensville and Nottaway; and Arlington City, Alexandria City, and Richmond City

Exhibit C

Termination Payment

Termination Payment shall be paid in full by the later of (i) January 31, 2017 and (ii) ten business days following receipt by Bottler of a document, certified by a senior officer of Company, as to the following: (A) the amount of the Final Termination Payment (as defined below), (B) the 24 Month Territory Product Volume (as defined below) and (C) the 24 Month Total Product Volume (as defined below), together with sales reports provided by the current distributor related thereto.

Termination Payment will be a volumetric allocation of Company's final payment due to current distributor in the Territory ("Final Termination Payment") based on a formulaic calculation for the 24 months immediately preceding commencement of Bottler's distribution of Product in the Territory as follows:

- Bottler's Termination Payment is that percentage of the Final Termination Payment calculated based upon the 24 month physical case volume of current distributor's sales report for sales of Product in the "Richmond", "Springfield", "Baltimore", "Landover", "Salisbury," portions of the Territory plus 10% of "New Castle" portion of the Territory (collectively, "24 Month Territory Product Volume") divided by the total 24 month physical case volume of current distributor's sales report for sales of Product in all geographic territories (collectively, "24 Month Total Product Volume").