

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 July 4, 2010

Commission File Number 0-9286

**COCA-COLA BOTTLING CO. CONSOLIDATED**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or  
organization)

56-0950585

(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  Smaller reporting company   
(Do not check if a 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 July 30, 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 JULY 4, 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)

	Second Quarter		First Half	
	2010	2009	2010	2009
Net sales	\$417,361	\$ 377,749	\$764,859	\$ 714,010
Cost of sales	249,353	217,622	450,148	406,754
Gross margin	168,008	160,127	314,711	307,256
Selling, delivery and administrative expenses	138,190	129,449	267,234	255,437
<b>Income from operations</b>	<b>29,818</b>	<b>30,678</b>	<b>47,477</b>	<b>51,819</b>
Interest expense, net	8,802	9,935	17,612	19,193
<b>Income before income taxes</b>	<b>21,016</b>	<b>20,743</b>	<b>29,865</b>	<b>32,626</b>
Income tax expense	7,612	7,825	11,326	10,885
<b>Net income</b>	<b>13,404</b>	<b>12,918</b>	<b>18,539</b>	<b>21,741</b>
Less: Net income attributable to the noncontrolling interest	1,361	731	1,836	1,023
<b>Net income attributable to Coca-Cola Bottling Co. Consolidated</b>	<b>\$ 12,043</b>	<b>\$ 12,187</b>	<b>\$ 16,703</b>	<b>\$ 20,718</b>

**Basic net income per share based on net income attributable to Coca-Cola Bottling Co. Consolidated:**

Common Stock	\$ 1.31	\$ 1.33	\$ 1.82	\$ 2.26
Weighted average number of Common Stock shares outstanding	7,141	7,141	7,141	6,999
Class B Common Stock	\$ 1.31	\$ 1.33	\$ 1.82	\$ 2.26
Weighted average number of Class B Common Stock shares outstanding	2,044	2,022	2,036	2,164

**Diluted net income per share based on net income attributable to Coca-Cola Bottling Co. Consolidated:**

Common Stock	\$ 1.31	\$ 1.32	\$ 1.81	\$ 2.25
Weighted average number of Common Stock shares outstanding — assuming dilution	9,225	9,203	9,217	9,189
Class B Common Stock	\$ 1.30	\$ 1.32	\$ 1.80	\$ 2.25
Weighted average number of Class B Common Stock shares outstanding — assuming dilution	2,084	2,062	2,076	2,190

**Cash dividends per share:**

Common Stock	\$ .25	\$ .25	\$ .50	\$ .50
Class B Common Stock	\$ .25	\$ .25	\$ .50	\$ .50

See Accompanying Notes to Consolidated Financial Statements

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

	Unaudited July 4, 2010	Jan. 3, 2010	Unaudited June 28, 2009
<b>ASSETS</b>			
<b>Current Assets:</b>			
Cash and cash equivalents	\$ 14,301	\$ 17,770	\$ 33,453
Restricted cash	3,500	4,500	4,500
Accounts receivable, trade, less allowance for doubtful accounts of \$2,051, \$2,187 and \$2,101, respectively	133,034	92,727	103,971
Accounts receivable from The Coca-Cola Company	20,897	4,109	22,721
Accounts receivable, other	18,855	17,005	15,576
Inventories	72,105	59,122	77,385
Prepaid expenses and other current assets	30,583	35,016	32,753
Total current assets	<u>293,275</u>	<u>230,249</u>	<u>290,359</u>
Property, plant and equipment, net	317,140	326,701	325,820
Leased property under capital leases, net	49,202	51,548	53,906
Other assets	41,034	46,508	41,454
Franchise rights	520,672	520,672	520,672
Goodwill	102,049	102,049	102,049
Other identifiable intangible assets, net	<u>5,105</u>	<u>5,350</u>	<u>5,630</u>
Total	<u>\$1,328,477</u>	<u>\$1,283,077</u>	<u>\$1,339,890</u>

See Accompanying Notes to Consolidated Financial Statements

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

	Unaudited July 4, 2010	Jan. 3, 2010	Unaudited June 28, 2009
<b>LIABILITIES AND EQUITY</b>			
<b>Current Liabilities:</b>			
Current portion of debt	\$ 5,000	\$ —	\$ 2,440
Current portion of obligations under capital leases	3,856	3,846	3,674
Accounts payable, trade	46,944	36,794	42,843
Accounts payable to The Coca-Cola Company	52,573	27,880	50,054
Other accrued liabilities	66,606	61,978	77,762
Accrued compensation	18,001	25,963	19,965
Accrued interest payable	5,522	5,521	7,451
Total current liabilities	<u>198,502</u>	<u>161,982</u>	<u>204,189</u>
<b>Deferred income taxes</b>	149,622	158,548	139,328
<b>Pension and postretirement benefit obligations</b>	88,465	89,306	102,790
<b>Other liabilities</b>	110,004	106,968	108,098
<b>Obligations under capital leases</b>	57,361	59,261	61,217
<b>Long-term debt</b>	537,988	537,917	577,848
Total liabilities	<u>1,141,942</u>	<u>1,113,982</u>	<u>1,193,470</u>
<b>Commitments and Contingencies</b> (Note 14)			
<b>Equity:</b>			
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	120,111	107,995	95,158
Accumulated other comprehensive loss	(44,595)	(46,767)	(55,319)
	193,149	177,545	156,254
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	131,895	116,291	95,000
Noncontrolling interest	54,640	52,804	51,420
Total equity	<u>186,535</u>	<u>169,095</u>	<u>146,420</u>
<b>Total</b>	<u>\$ 1,328,477</u>	<u>\$ 1,283,077</u>	<u>\$ 1,339,890</u>

See Accompanying Notes to Consolidated Financial Statements

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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
<b>Comprehensive income:</b>									
Net income				20,718			20,718	1,023	21,741
Foreign currency translation adjustments, net of tax					(2)		(2)		(2)
Pension and postretirement benefit adjustments, net of tax					2,556		2,556		2,556
<b>Total comprehensive income</b>							23,272	1,023	24,295
Cash dividends paid									
Common (\$.50 per share)				(3,446)			(3,446)		(3,446)
Class B Common (\$.50 per share)				(1,135)			(1,135)		(1,135)
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 June 28, 2009	\$ 10,204	\$ 2,649	\$ 103,562	\$ 95,158	\$ (55,319)	\$ (61,254)	\$ 95,000	\$ 51,420	\$ 146,420
Balance on Jan. 3, 2010	\$ 10,204	\$ 2,649	\$ 103,464	\$ 107,995	\$ (46,767)	\$ (61,254)	\$ 116,291	\$ 52,804	\$ 169,095
<b>Comprehensive income:</b>									
Net income				16,703			16,703	1,836	18,539
Ownership share of Southeastern OCI					30		30		30
Foreign currency translation adjustments, net of tax					(8)		(8)		(8)
Pension and postretirement benefit adjustments, net of tax					2,150		2,150		2,150
<b>Total comprehensive income</b>							18,875	1,836	20,711
Cash dividends paid									
Common (\$.50 per share)				(3,571)			(3,571)		(3,571)
Class B Common (\$.50 per share)				(1,016)			(1,016)		(1,016)
Issuance of 22,320 shares of Class B Common Stock		22	1,294				1,316		1,316
Balance on July 4, 2010	\$ 10,204	\$ 2,671	\$ 104,758	\$ 120,111	\$ (44,595)	\$ (61,254)	\$ 131,895	\$ 54,640	\$ 186,535

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

	First Half	
	2010	2009
<b>Cash Flows from Operating Activities</b>		
Net income	\$ 18,539	\$ 21,741
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	29,286	30,415
Amortization of intangibles	245	280
Deferred income taxes	2,303	640
Loss on sale of property, plant and equipment	992	355
Net gain on property, plant and equipment damaged in flood	(612)	—
Amortization of debt costs	1,170	1,218
Amortization of deferred gain related to terminated interest rate agreements	(604)	(1,468)
Stock compensation expense	925	1,164
Insurance proceeds received for flood damage	1,450	—
Increase in current assets less current liabilities	(30,623)	(8,987)
(Increase) decrease in other noncurrent assets	4,538	(7,552)
Decrease in other noncurrent liabilities	(15,316)	(9,684)
Other	(13)	(3)
Total adjustments	<u>(6,259)</u>	<u>6,378</u>
Net cash provided by operating activities	<u>12,280</u>	<u>28,119</u>
<b>Cash Flows from Investing Activities</b>		
Additions to property, plant and equipment	(16,496)	(17,224)
Proceeds from the sale of property, plant and equipment	1,312	371
(Increase) decrease in restricted cash	<u>1,000</u>	<u>(4,500)</u>
Net cash used in investing activities	<u>(14,184)</u>	<u>(21,353)</u>
<b>Cash Flows from Financing Activities</b>		
Proceeds from the issuance of long-term debt, net	—	108,062
Proceeds from lines of credit, net	5,000	—
Repayment — current portion of long-term debt	—	(119,253)
Cash dividends paid	(4,587)	(4,581)
Payments for the termination of interest rate lock agreements	—	(340)
Principal payments on capital lease obligations	(1,890)	(1,480)
Debt issuance costs paid	—	(1,042)
Other	(88)	(86)
Net cash used in financing activities	<u>(1,565)</u>	<u>(18,720)</u>
Net decrease in cash	(3,469)	(11,954)
Cash at beginning of period	<u>17,770</u>	<u>45,407</u>
Cash at end of period	<u>\$ 14,301</u>	<u>\$ 33,453</u>
<b>Significant non-cash investing and financing activities :</b>		
Issuance of Class B Common Stock in connection with stock award	\$ 1,316	\$ 1,130
Capital lease obligations incurred	—	660

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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.

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 second quarter and the first half 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.



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

### 3. Piedmont Coca-Cola Bottling Partnership

Noncontrolling interest as of July 4, 2010, January 3, 2010 and June 28, 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.

### 4. Inventories

Inventories were summarized as follows:

In Thousands	July 4, 2010	Jan. 3, 2010	June 28, 2009
Finished products	\$ 41,384	\$ 33,686	\$ 48,608
Manufacturing materials	10,898	8,275	8,863
Plastic shells, plastic pallets and other inventories	19,823	17,161	19,914
Total inventories	\$72,105	\$59,122	\$77,385

### 5. Property, Plant and Equipment

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

In Thousands	July 4, 2010	Jan. 3, 2010	June 28, 2009	Estimated Useful Lives
Land	\$ 12,671	\$ 12,671	\$ 12,167	
Buildings	113,740	111,314	109,886	10-50 years
Machinery and equipment	132,525	127,068	121,862	5-20 years
Transportation equipment	151,175	156,692	176,603	4-17 years
Furniture and fixtures	35,749	36,573	37,615	4-10 years
Cold drink dispensing equipment	314,282	312,079	309,564	6-15 years
Leasehold and land improvements	67,007	64,390	60,818	5-20 years
Software for internal use	68,057	65,290	63,693	3-10 years
Construction in progress	3,541	7,907	4,411	
Total property, plant and equipment, at cost	898,747	893,984	896,619	
Less: Accumulated depreciation and amortization	581,607	567,283	570,799	
Property, plant and equipment, net	\$ 317,140	\$ 326,701	\$ 325,820	

Depreciation and amortization expense was \$14.8 million and \$15.3 million in the second quarter of 2010 ("Q2 2010") and the second quarter of 2009 ("Q2 2009"), respectively. Depreciation and amortization expense was \$29.3 million and \$30.4 million in the first half of 2010 ("YTD 2010") and the first half of 2009 ("YTD 2009"), respectively. These amounts included amortization expense for leased property under capital leases.

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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	July 4, 2010	Jan. 3, 2010	June 28, 2009	Estimated Useful Lives
Leased property under capital leases	\$ 76,877	\$ 76,877	\$ 76,877	3-20 years
Less: Accumulated amortization	27,675	25,329	22,971	
Leased property under capital leases, net	\$ 49,202	\$ 51,548	\$ 53,906	

As of July 4, 2010, real estate represented \$48.8 million of the leased property under capital leases and \$47.3 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 \$61.2 million, \$63.1 million and \$64.9 million as of July 4, 2010, January 3, 2010 and June 28, 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	July 4, 2010	Jan. 3, 2010	June 28, 2009	Estimated Useful Lives
Other identifiable intangible assets	\$ 8,665	\$ 8,665	\$ 8,665	1-20 years
Less: Accumulated amortization	3,560	3,315	3,035	
Other identifiable intangible assets, net	\$ 5,105	\$ 5,350	\$ 5,630	

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

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Notes to Consolidated Financial Statements (Unaudited)

## 9. Other Accrued Liabilities

Other accrued liabilities were summarized as follows:

In Thousands	July 4, 2010	Jan. 3, 2010	June 28, 2009
Accrued marketing costs	\$ 13,152	\$ 9,738	\$ 10,222
Accrued insurance costs	19,052	18,086	18,898
Accrued taxes (other than income taxes)	2,927	408	2,762
Accrued income taxes	5,766	—	4,610
Employee benefit plan accruals	9,842	12,015	13,652
Checks and transfers yet to be presented for payment from zero balance cash accounts	9,364	11,862	16,214
All other accrued liabilities	6,503	9,869	11,404
Total other accrued liabilities	\$66,606	\$61,978	\$77,762

## 10. Debt

Debt was summarized as follows:

In Thousands	Maturity	Interest Rate	Interest Paid	July 4, 2010	Jan. 3, 2010	June 28, 2009
Revolving Credit Facility	2012	.73%	Varies	\$ 15,000	\$ 15,000	\$ —
Line of Credit	2010	1.06%	Varies	5,000	—	—
Debentures	2009	7.20%	Semi-annually	—	—	57,440
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			(1,769)	(1,840)	(1,909)
				542,988	537,917	580,288
Less: Current portion of debt				5,000	—	2,440
Long-term debt				\$537,988	\$537,917	\$ 577,848

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

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. As of June 28, 2009, \$2.4 million of the 7.20% Debentures due July 2009 was classified as current. This amount was paid with cash on hand. On both July 4, 2010 and January 3, 2010, the Company had \$15 million of outstanding borrowings on the \$200 million facility. On June 28, 2009, the Company had no outstanding borrowings on the \$200 million facility.

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 July 4, 2010, the Company had \$5.0 million outstanding on the uncommitted line of credit, which was classified as current in the consolidated balance sheets.

The Company had a weighted average interest rate of 5.7%, 5.6% and 5.7% for its debt and capital lease obligations as of July 4, 2010, January 3, 2010 and June 28, 2009, respectively. The Company’s overall weighted average interest rate on its debt and capital lease obligations was 5.8% for YTD 2010 compared to 5.7% for YTD 2009. As of July 4, 2010, approximately 8.0% of the Company’s debt and capital lease obligations of \$604.2 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.

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

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, \$.5 million and \$.8 million of the gain, respectively, was amortized. The remaining amount to be amortized is \$3.0 million. All of the Company's interest rate swap agreements were LIBOR-based.

The Company had no interest rate swap agreements outstanding at July 4, 2010, January 3, 2010 and June 28, 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.

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#### 11. Derivative Financial Instruments

The Company used derivative instruments to hedge substantially all of its diesel fuel purchases for 2009 and is using derivative instruments to hedge substantially all of its diesel fuel purchases for 2010. These derivative instruments relate to diesel fuel used by the Company's delivery fleet. During Q1 2009, the Company began using derivative instruments to hedge approximately 75% of the projected 2010 aluminum purchase requirements. During Q2 2009, the Company entered into derivative agreements to hedge approximately 75% of the projected 2011 aluminum purchase requirements.

The following summarizes Q2 2010 and Q2 2009 net gains and losses on the Company's fuel and aluminum derivative financial instruments and the classification, either cost of sales or selling, delivery and administrative ("S,D&A) expenses, of such net gains and losses in the consolidated statements of operations:

In Thousands	Classification of Gain (Loss)	Second Quarter	
		2010	2009
Fuel hedges — contract premium and contract settlement	S,D&A expenses	\$ 79	\$ (491)
Fuel hedges — mark-to-market adjustment	S,D&A expenses	(1,064)	1,649
Aluminum hedges — contract premium and contract settlement	Cost of sales	534	—
Aluminum hedges — mark-to-market adjustment	Cost of sales	(6,749)	3,223
Total Net Gain (Loss)		\$ (7,200)	\$ 4,381

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:

In Thousands	Classification of Gain (Loss)	First Half	
		2010	2009
Fuel hedges — contract premium and contract settlement	S,D&A expenses	\$ (30)	\$ (809)
Fuel hedges — mark-to-market adjustment	S,D&A expenses	(1,356)	3,418
Aluminum hedges — contract premium and contract settlement	Cost of sales	511	—
Aluminum hedges — mark-to-market adjustment	Cost of sales	(6,213)	3,886
Total Net Gain (Loss)		\$ (7,088)	\$ 6,495

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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 July 4, 2010, January 3, 2010 and June 28, 2009:

In Thousands	Balance Sheet Classification	July 4, 2010	Jan. 3, 2010	June 28, 2009
<b>Assets</b>				
Aluminum hedges at fair market value	Prepaid expenses and other current assets	\$ 2,936	\$ 3,303	\$ 3,886
Unamortized cost of fuel hedging agreements	Prepaid expenses and other current assets	473	863	1,241
Unamortized cost of aluminum hedging agreements	Prepaid expenses and other current assets	1,842	967	3,651
Fuel hedges at fair market value	Prepaid expenses and other current assets	261	1,617	1,434
Total		\$5,512	\$6,750	\$10,212
<b>Liabilities</b>				
Aluminum hedges at fair market value	Other assets	\$ 1,303	\$ 7,149	\$ —
Unamortized cost of aluminum hedging agreements	Other assets	1,316	2,453	—
Total		\$2,619	\$9,602	\$ —

The following table summarizes the Company's outstanding derivative agreements as of July 4, 2010:

In Thousands	Notional Amount	Latest Maturity
Fuel hedging agreements	\$5,166	December 2010
Aluminum hedging agreements	43,302	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.

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## 12. Fair Value of Financial Instruments

### Public Debt Securities

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

### 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:

In Thousands	July 4, 2010		January 3, 2010		June 28, 2009	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Public debt securities	\$(522,988)	\$(576,897)	\$(522,917)	\$(557,758)	\$(580,288)	\$(590,931)
Non-public variable rate debt	(20,000)	(20,000)	(15,000)	(15,000)	—	—
Deferred compensation plan assets	8,335	8,335	8,471	8,471	6,810	6,810
Deferred compensation plan liabilities	(8,335)	(8,335)	(8,471)	(8,471)	(6,810)	(6,810)
Fuel hedging agreements	261	261	1,617	1,617	1,434	1,434
Aluminum hedging agreements	4,239	4,239	10,452	10,452	3,886	3,886

The fair values of the fuel hedging and aluminum hedging agreements at July 4, 2010, January 3, 2010 and June 28, 2009 represented the estimated amount the Company would have received upon termination of these agreements.



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## 12. Fair Value of Financial Instruments

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.

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

In Thousands	July 4, 2010		January 3, 2010		June 28, 2009	
	Level 1	Level 2	Level 1	Level 2	Level 1	Level 2
<b>Assets</b>						
Deferred compensation plan assets	\$8,335		\$8,471		\$6,810	
Fuel hedging agreements		\$ 261		\$ 1,617		\$ 1,434
Aluminum hedging agreements		4,239		10,452		3,886
<b>Liabilities</b>						
Deferred compensation plan liabilities	8,335		8,471		6,810	

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	July 4, 2010	Jan. 3, 2010	June 28, 2009
Accruals for executive benefit plans	\$ 89,042	\$ 85,382	\$ 81,236
Other	20,962	21,586	26,862
Total other liabilities	\$ 110,004	\$ 106,968	\$ 108,098

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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 \$40.5 million, \$30.5 million and \$39.2 million as of July 4, 2010, January 3, 2010 and June 28, 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 July 4, 2010 would have been \$25.2 million for SAC and \$25.3 million for Southeastern and the Company’s maximum total exposure, including its equity investment, would have been \$30.8 million for SAC and \$41.0 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 July 4, 2010, SAC had total assets of approximately \$47 million and total debt of approximately \$22 million. SAC had total revenues for YTD 2010 of approximately \$89 million. As of July 4, 2010, Southeastern had total assets of approximately \$392 million and total debt of approximately \$218 million. Southeastern had total revenue for YTD 2010 of approximately \$287 million.

The Company has standby letters of credit, primarily related to its property and casualty insurance programs. On July 4, 2010, these letters of credit totaled \$24.2 million. The Company was required to maintain \$4.5 million of restricted cash for letters of credit beginning in Q2 2009 which was reduced to \$3.5 million in Q2 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 July 4, 2010 amounted to \$19.6 million and expire at various dates through 2018.

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 \$.8 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 Q2 2010, the Company recorded a receivable of \$6.2 million for insured losses of which \$1.5 million has already been paid as of Q2 2010. The Company does not expect to incur any significant expenses related to the Nashville area flood for the remainder of 2010.

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#### 14. Commitments and Contingencies

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 37.9% and 33.4%, 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 40.4% and 34.4%, respectively. The increase in the effective tax rate for YTD 2010 resulted primarily from an adjustment to the reserve for uncertain tax positions 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.

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

In Thousands	First Half	
	2010	2009
Statutory expense	\$ 9,810	\$ 11,061
State income taxes, net of federal effect	1,186	1,376
Manufacturing deduction benefit	(1,200)	(845)
Meals and entertainment	435	624
Adjustment for uncertain tax positions	365	(1,686)
Tax law change related to Medicare Part D subsidy	464	—
Other, net	266	355
Income tax expense	\$ 11,326	\$ 10,885

The Company had \$5.9 million of uncertain tax positions, including accrued interest, of which \$3.8 million would affect the Company's effective tax rate if recognized as of July 4, 2010. The Company had \$5.6 million of uncertain tax positions, including accrued interest, of which \$3.5 million would affect the Company's effective tax rate if recognized as of January 3, 2010. The Company had \$9.3 million of uncertain tax positions, including accrued interest, of which \$8.3 million would affect the Company's effective tax rate if recognized as of June 28, 2009. 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.

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15. Income Taxes

The Company recognizes potential interest and penalties related to uncertain tax positions in income tax expense. As of July 4, 2010, the Company had approximately \$1.0 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 June 28, 2009, the Company had approximately \$1.9 million of accrued interest related to uncertain tax positions. Income tax expense included interest expense of approximately \$.1 million in YTD 2010 and an interest credit of approximately \$.6 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 Q1 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.

Various tax years from 1991 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.

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16. Accumulated Other Comprehensive Loss

A summary of accumulated other comprehensive loss for Q2 2010 and Q2 2009 is as follows:

In Thousands	April 4, 2010	Pre-tax Activity	Tax Effect	July 4, 2010
<b>Net pension activity:</b>				
Actuarial loss	\$ (39,718)	\$ 1,495	\$(586)	\$ (38,809)
Prior service costs	(34)	4	(2)	(32)
<b>Net postretirement benefits activity:</b>				
Actuarial loss	(12,799)	341	(134)	(12,592)
Prior service costs	7,105	(446)	175	6,834
Transition asset	22	(7)	3	18
Ownership share of Southeastern OCI	(34)	25	(10)	(19)
Foreign currency translation adjustment	9	(6)	2	5
<b>Total</b>	<b>\$ (45,449)</b>	<b>\$ 1,406</b>	<b>\$(552)</b>	<b>\$ (44,595)</b>

In Thousands	March 29, 2009	Pre-tax Activity	Tax Effect	June 28, 2009
<b>Net pension activity:</b>				
Actuarial loss	\$ (55,299)	\$ 2,339	\$(920)	\$ (53,880)
Prior service costs	(42)	4	(2)	(40)
<b>Net postretirement benefits activity:</b>				
Actuarial loss	(9,494)	218	(85)	(9,361)
Prior service costs	8,189	(447)	175	7,917
Transition asset	37	(7)	3	33
Foreign currency translation adjustment	8	7	(3)	12
<b>Total</b>	<b>\$ (56,601)</b>	<b>\$ 2,114</b>	<b>\$(832)</b>	<b>\$ (55,319)</b>

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

In Thousands	Jan. 3, 2010	Pre-tax Activity	Tax Effect	July 4, 2010
<b>Net pension activity:</b>				
Actuarial loss	\$ (40,626)	\$ 2,990	\$(1,173)	\$ (38,809)
Prior service costs	(37)	8	(3)	(32)
<b>Net postretirement benefits activity:</b>				
Actuarial loss	(13,470)	682	196	(12,592)
Prior service costs	7,376	(892)	350	6,834
Transition asset	26	(13)	5	18
Ownership share of Southeastern OCI	(49)	49	(19)	(19)
Foreign currency translation adjustment	13	(13)	5	5
<b>Total</b>	<b>\$ (46,767)</b>	<b>\$ 2,811</b>	<b>\$( 639)</b>	<b>\$ (44,595)</b>

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## 16. Accumulated Other Comprehensive Loss

In Thousands	Dec. 28, 2008	Pre-tax Activity	Tax Effect	June 28, 2009
Net pension activity:				
Actuarial loss	\$(56,717)	\$4,678	\$ (1,841)	\$ (53,880)
Prior service costs	(45)	8	(3)	(40)
Net postretirement benefits activity:				
Actuarial loss	(9,625)	435	(171)	(9,361)
Prior service costs	8,459	(893)	351	7,917
Transition asset	41	(13)	5	33
Foreign currency translation adjustment	14	(3)	1	12
Total	\$(57,873)	\$4,212	\$(1,658)	\$(55,319)

## 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 Markets<sup>sm</sup> 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 \$.50 per share were declared and paid on both Common Stock and Class B Common Stock.

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.

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### 17. Capital Transactions

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 \$.9 million, which was based upon a share price of \$46.24 on July 2, 2010. Compensation expense recognized in YTD 2009 was \$1.2 million, which was based upon a share price of \$58.18 on June 26, 2009.

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

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### 18. Benefit Plans

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:

In Thousands	Second Quarter		First Half	
	2010	2009	2010	2009
Service cost	\$ 19	\$ 22	\$ 38	\$ 45
Interest cost	2,857	2,789	5,714	5,577
Expected return on plan assets	(2,868)	(2,270)	(5,736)	(4,540)
Amortization of prior service cost	4	4	8	8
Recognized net actuarial loss	1,495	2,339	2,990	4,678
Net periodic pension cost	\$ 1,507	\$ 2,884	\$ 3,014	\$ 5,768

The Company contributed \$1.1 million to its Company-sponsored pension plans during YTD 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.

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

In Thousands	Second Quarter		First Half	
	2010	2009	2010	2009
Service cost	\$ 195	\$ 157	\$ 390	\$ 315
Interest cost	626	558	1,252	1,115
Amortization of unrecognized transitional assets	(6)	(7)	(12)	(13)
Recognized net actuarial loss	341	218	682	435
Amortization of prior service cost	(446)	(447)	(892)	(893)
Net periodic postretirement benefit cost	\$ 710	\$ 479	\$ 1,420	\$ 959

#### *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.



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18. Benefit Plans

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 Q2 2010. The total cost for this benefit in YTD 2010 and YTD 2009 was \$4.5 million and \$2.3 million, respectively.

*Multi-Employer Benefits*

The Company entered into a new agreement in the third quarter of 2008 when 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 July 4, 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.

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

### 19. Related Party Transactions

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

In Millions	First Half	
	2010	2009
Payments by the Company for concentrate, syrup, sweetener and other purchases	\$ 198.9	\$ 176.9
Marketing funding support payments to the Company	22.1	22.8
Payments by the Company net of marketing funding support	\$ 176.8	\$ 154.1
Payments by the Company for customer marketing programs	\$ 26.2	\$ 25.2
Payments by the Company for cold drink equipment parts	4.1	3.4
Fountain delivery and equipment repair fees paid to the Company	4.9	5.8
Presence marketing funding support provided by The Coca-Cola Company on the Company's behalf	2.2	2.0
Payments to the Company to facilitate the distribution of certain brands and packages to other Coca-Cola bottlers	.9	—
Sales of finished products to The Coca-Cola Company	—	1.1

The Company has a production arrangement with Coca-Cola Enterprises Inc. ("CCE") to buy and sell finished products at cost. Sales to CCE under this arrangement were \$24.4 million and \$26.5 million in YTD 2010 and YTD 2009, respectively. Purchases from CCE under this arrangement were \$9.2 million and \$6.4 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 \$7.9 million in YTD 2010.

The Coca-Cola Company has significant equity interests in the Company and CCE. The Coca-Cola Company has announced an agreement to acquire the North American operations of CCE.

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 \$.4 million and \$.2 million in YTD 2010 and YTD 2009, respectively.

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 \$67.7 million and \$65.0 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 \$.8 million in YTD 2010 and \$.6 million in YTD 2009. The Company has also guaranteed a portion of debt for SAC. Such guarantee amounted to \$22.3 million as of July 4, 2010. The Company has not recorded any liability associated

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

19. Related Party Transactions

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 July 4, 2010, January 3, 2010 and June 28, 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 \$36.0 million in YTD 2010 and \$33.7 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 \$18.2 million as of July 4, 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 July 4, 2010, January 3, 2010 and June 28, 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 July 4, 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 July 4, 2010 was \$28.1 million. Rental payments related to this lease were \$1.6 million and \$1.7 million in YTD 2010 and YTD 2009, respectively.

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 July 4, 2010 was \$30.0 million. Rental payments related to the lease were \$1.9 million in both YTD 2010 and YTD 2009.

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

20. Net Sales by Product Category

Net sales by product category were as follows:

In Thousands	Second Quarter		First Half	
	2010	2009	2010	2009
<b>Bottle/can sales:</b>				
Sparkling beverages (including energy products)	\$ 281,001	\$ 256,744	\$ 523,707	\$ 492,199
Still beverages	64,936	58,533	106,808	104,450
Total bottle/can sales	345,937	315,277	630,515	596,649
<b>Other sales:</b>				
Sales to other Coca-Cola bottlers	37,023	35,478	70,684	66,611
Post-mix and other	34,401	26,994	63,660	50,750
Total other sales	71,424	62,472	134,344	117,361
<b>Total net sales</b>	<b>\$ 417,361</b>	<b>\$ 377,749</b>	<b>\$ 764,859</b>	<b>\$ 714,010</b>

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

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

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)	Second Quarter		First Half	
	2010	2009	2010	2009
<b>Numerator for basic and diluted net income per Common Stock and Class B Common Stock share:</b>				
Net income attributable to Coca-Cola Bottling Co. Consolidated	\$ 12,043	\$ 12,187	\$ 16,703	\$ 20,718
Less dividends:				
Common Stock	1,785	1,785	3,571	3,499
Class B Common Stock	511	505	1,016	1,082
Total undistributed earnings	<u>\$ 9,747</u>	<u>\$ 9,897</u>	<u>\$ 12,116</u>	<u>\$ 16,137</u>
Common Stock undistributed earnings — basic	\$ 7,578	\$ 7,713	\$ 9,428	\$ 12,326
Class B Common Stock undistributed earnings — basic	2,169	2,184	2,688	3,811
Total undistributed earnings — basic	<u>\$ 9,747</u>	<u>\$ 9,897</u>	<u>\$ 12,116</u>	<u>\$ 16,137</u>
Common Stock undistributed earnings — diluted	\$ 7,545	\$ 7,680	\$ 9,387	\$ 12,291
Class B Common Stock undistributed earnings — diluted	2,202	2,217	2,729	3,846
Total undistributed earnings — diluted	<u>\$ 9,747</u>	<u>\$ 9,897</u>	<u>\$ 12,116</u>	<u>\$ 16,137</u>
<b>Numerator for basic net income per Common Stock share:</b>				
Dividends on Common Stock	\$ 1,785	\$ 1,785	\$ 3,571	\$ 3,499
Common Stock undistributed earnings — basic	7,578	7,713	9,428	12,326
Numerator for basic net income per Common Stock share	<u>\$ 9,363</u>	<u>\$ 9,498</u>	<u>\$ 12,999</u>	<u>\$ 15,825</u>
<b>Numerator for basic net income per Class B Common Stock share:</b>				
Dividends on Class B Common Stock	\$ 511	\$ 505	\$ 1,016	\$ 1,082
Class B Common Stock undistributed earnings — basic	2,169	2,184	2,688	3,811
Numerator for basic net income per Class B Common Stock share	<u>\$ 2,680</u>	<u>\$ 2,689</u>	<u>\$ 3,704</u>	<u>\$ 4,893</u>

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

## 21. Net Income Per Share

In Thousands (Except Per Share Data)	Second Quarter		First Half	
	2010	2009	2010	2009
<b>Numerator for diluted net income per</b>				
<b>Common Stock share:</b>				
Dividends on Common Stock	\$ 1,785	\$ 1,785	\$ 3,571	\$ 3,499
Dividends on Class B Common Stock assumed converted to Common Stock	511	505	1,016	1,082
Common Stock undistributed earnings — diluted	<u>9,747</u>	<u>9,897</u>	<u>12,116</u>	<u>16,137</u>
Numerator for diluted net income per Common Stock share	<u>\$ 12,043</u>	<u>\$ 12,187</u>	<u>\$ 16,703</u>	<u>\$ 20,718</u>
<b>Numerator for diluted net income per Class B</b>				
<b>Common Stock share:</b>				
Dividends on Class B Common Stock	\$ 511	\$ 505	\$ 1,016	\$ 1,082
Class B Common Stock undistributed earnings — diluted	<u>2,202</u>	<u>2,217</u>	<u>2,729</u>	<u>3,846</u>
Numerator for diluted net income per Class B Common Stock share	<u>\$ 2,713</u>	<u>\$ 2,722</u>	<u>\$ 3,745</u>	<u>\$ 4,928</u>

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

## 21. Net Income Per Share

In Thousands (Except Per Share Data)	Second Quarter		First Half	
	2010	2009	2010	2009
<b>Denominator for basic net income per</b>				
<b>Common Stock and Class B Common Stock share:</b>				
Common Stock weighted average shares outstanding — basic	7,141	7,141	7,141	6,999
Class B Common Stock weighted average shares outstanding — basic	2,044	2,022	2,036	2,164
<b>Denominator for diluted net income per</b>				
<b>Common Stock and Class B Common Stock share:</b>				
Common Stock weighted average shares outstanding — diluted (assumes conversion of Class B Common Stock to Common Stock)	9,225	9,203	9,217	9,189
Class B Common Stock weighted average shares outstanding — diluted	2,084	2,062	2,076	2,190
<b>Basic net income per share:</b>				
Common Stock	<u>\$ 1.31</u>	<u>\$ 1.33</u>	<u>\$ 1.82</u>	<u>\$ 2.26</u>
Class B Common Stock	<u>\$ 1.31</u>	<u>\$ 1.33</u>	<u>\$ 1.82</u>	<u>\$ 2.26</u>
<b>Diluted net income per share:</b>				
Common Stock	<u>\$ 1.31</u>	<u>\$ 1.32</u>	<u>\$ 1.81</u>	<u>\$ 2.25</u>
Class B Common Stock	<u>\$ 1.30</u>	<u>\$ 1.32</u>	<u>\$ 1.80</u>	<u>\$ 2.25</u>

## NOTES TO TABLE

- (1) For purposes of the diluted net income per share computation for Common Stock, 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.

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

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 announced an agreement to acquire 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 70% 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 30% 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 26% 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 18% 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.



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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 second half 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:

In Thousands	First Half	
	2010	2009
Accounts receivable, trade, net	\$ (40,307)	\$ (4,122)
Accounts receivable from The Coca-Cola Company	(16,788)	(19,267)
Accounts receivable, other	(1,088)	(2,586)
Inventories	(14,433)	(11,888)
Prepaid expenses and other current assets	4,407	(11,658)
Accounts payable, trade	6,812	460
Accounts payable to The Coca-Cola Company	24,693	14,743
Other accrued liabilities	13,652	30,503
Accrued compensation	(7,572)	(4,484)
Accrued interest payable	1	(688)
Increase in current assets less current liabilities	\$ (30,623)	\$ (8,987)

### Non-cash activity

Additions to property, plant and equipment of \$3.3 million have been accrued but not paid and are recorded in accounts payable, trade as of July 4, 2010. Of that amount, \$1.2 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

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

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 second quarter of 2010 (“Q2 2010”) and the first half of 2010 (“YTD 2010”) and changes from the second quarter of 2009 (“Q2 2009”) and the first half 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 Q2 2010 and YTD 2010 compared to Q2 2009 and YTD 2009.
- Financial Condition — an analysis of the Company’s financial condition as of the end of Q2 2010 compared to year-end 2009 and the end of Q2 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 approximately \$.2 million on uninsured cold drink equipment. This loss was offset by gains of approximately \$.8 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 Q2 2010, the Company recorded a receivable of \$6.2 million for insured losses of which \$1.5 million has already been paid as of Q2 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 second largest 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,

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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 83% 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 second quarter and the first half 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 announced an agreement to acquire 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:

In Thousands	Second Quarter		First Half	
	2010	2009	2010	2009
<b>Bottle/can sales:</b>				
Sparkling beverages (including energy products)	\$ 281,001	\$ 256,744	\$ 523,707	\$ 492,199
Still beverages	64,936	58,533	106,808	104,450
Total bottle/can sales	345,937	315,277	630,515	596,649
<b>Other sales:</b>				
Sales to other Coca-Cola bottlers	37,023	35,478	70,684	66,611
Post-mix and other	34,401	26,994	63,660	50,750
Total other sales	71,424	62,472	134,344	117,361
Total net sales	\$ 417,361	\$ 377,749	\$ 764,859	\$ 714,010

**Areas of Emphasis**

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

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### 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 \$92.6 million and \$92.0 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:

Q2 2010 and YTD 2010

- a \$1.1 million and a \$1.4 million pre-tax unfavorable mark-to-market adjustment to S,D&A expenses related to the Company's 2010 fuel hedging program in Q2 2010 and YTD 2010, respectively;
- a \$6.7 million and a \$6.2 million pre-tax unfavorable mark-to-market adjustment to cost of sales related to the Company's 2010 and 2011 aluminum hedging program in Q2 2010 and YTD 2010, respectively;
- a \$.8 million pre-tax favorable adjustment to cost of sales related to the gain on the replacement of flood damaged production equipment in Q2 2010;
- 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 Q2 2010; and
- 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.

Q2 2009 and YTD 2009

- a \$1.7 million and a \$3.4 million pre-tax favorable mark-to-market adjustment to S,D&A expenses related to the Company's 2010 and 2009 fuel hedging program in Q2 2009 and YTD 2009, respectively;
- a \$3.2 million and a \$3.9 million pre-tax favorable mark-to-market adjustment to cost of sales related to the Company's 2010 and 2011 aluminum hedging program in Q2 2009 and YTD 2009, respectively; and
- a \$1.7 million favorable adjustment to income tax expense related to the agreement with a state tax authority to settle certain tax positions in the first quarter of 2009.

The following overview provides a summary of key information concerning the Company's financial results for Q2 2010 and YTD 2010 compared to Q2 2009 and YTD 2009.

In Thousands (Except Per Share Data)	Second Quarter		Change	% Change
	2010	2009		
Net sales	\$417,361	\$ 377,749	\$39,612	10.5
Gross margin	168,008	160,127	7,881	4.9
S,D&A expenses	138,190	129,449	8,741	6.8
Income from operations	29,818	30,678	(860)	(2.8)
Interest expense, net	8,802	9,935	(1,133)	(11.4)
Income before income taxes	21,016	20,743	273	1.3
Income tax expense	7,612	7,825	(213)	(2.7)
Net income	13,404	12,918	486	3.8
Net income attributable to the Company	12,043	12,187	(144)	(1.2)
Basic net income per share:				
Common Stock	\$ 1.31	\$ 1.33	\$ (.02)	(1.5)
Class B Common Stock	\$ 1.31	\$ 1.33	\$ (.02)	(1.5)
Diluted net income per share:				
Common Stock	\$ 1.31	\$ 1.32	\$ (.01)	(0.8)
Class B Common Stock	\$ 1.30	\$ 1.32	\$ (.02)	(1.5)

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In Thousands (Except Per Share Data)	First Half		Change	% Change
	2010	2009		
Net sales	\$ 764,859	\$ 714,010	\$ 50,849	7.1
Gross margin	314,711	307,256	7,455	2.4
S,D&A expenses	267,234	255,437	11,797	4.6
Income from operations	47,477	51,819	(4,342)	(8.4)
Interest expense, net	17,612	19,193	(1,581)	(8.2)
Income before income taxes	29,865	32,626	(2,761)	(8.5)
Income tax expense	11,326	10,885	441	4.1
Net income	18,539	21,741	(3,202)	(14.7)
Net income attributable to the Company	16,703	20,718	(4,015)	(19.4)
Basic net income per share:				
Common Stock	\$ 1.82	\$ 2.26	\$ (.44)	(19.5)
Class B Common Stock	\$ 1.82	\$ 2.26	\$ (.44)	(19.5)
Diluted net income per share:				
Common Stock	\$ 1.81	\$ 2.25	\$ (.44)	(19.6)
Class B Common Stock	\$ 1.80	\$ 2.25	\$ (.45)	(20.0)

The Company's net sales increased 10.5% in Q2 2010 compared to Q2 2009. The increase in net sales was primarily due to a 14% increase in bottle/can volume and a \$6.1 million increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies) partially offset by a 3.8% decrease in average sales price per bottle/can unit. The Company's net sales increased 7.1% in YTD 2010 compared to YTD 2009. The increase in net sales was primarily due to a 9.9% increase in bottle/can volume and a \$10.8 million increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies) partially offset by a 3.8% decrease in average sales price per bottle/can unit. The increases in bottle/can volume were primarily due to an increase in volume in all product categories except energy products. The decreases in average sales price per bottle/can unit were 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 product beginning in the first quarter of 2010.

Gross margin dollars increased 4.9% in Q2 2010 compared to Q2 2009. The Company's gross margin percentage decreased to 40.3% for Q2 2010 from 42.4% for Q2 2009. Gross margin dollars increased 2.4% in YTD 2010 compared to YTD 2009. The Company's gross margin percentage decreased to 41.1% for YTD 2010 from 43.0% in YTD 2009. The decreases in gross margin percentage were 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 6.8% in Q2 2010 from Q2 2009 and increased 4.6% in YTD 2010 compared to YTD 2009. The increase in S,D&A expenses in Q2 2010 from Q2 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 fuel costs offset partially by a decrease in depreciation expense, a decrease in employee benefit 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) 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.

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Net interest expense decreased 11.4% in Q2 2010 compared to Q2 2009 and decreased 8.2% in YTD 2010 compared to YTD 2009. The decreases were due to lower debt borrowing levels. The Company's overall weighted average interest rate increased to 5.8% during YTD 2010 from 5.7% during YTD 2009.

Net debt and capital lease obligations were summarized as follows:

In Thousands	July 4, 2010	Jan. 3, 2010	June 28, 2009
Debt	\$542,988	\$537,917	\$ 580,288
Capital lease obligations	61,217	63,107	64,891
Total debt and capital lease obligations	604,205	601,024	645,179
Less: Cash and cash equivalents	17,801	22,270	37,953
Total net debt and capital lease obligations <sup>(1)</sup>	\$ 586,404	\$578,754	\$ 607,226

(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.



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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**

### ***Q2 2010 Compared to Q2 2009 and YTD 2010 Compared to YTD 2009***

#### **Net Sales**

Net sales increased \$39.6 million, or 10.5%, to \$417.4 million in Q2 2010 compared to \$377.7 million in Q2 2009. Net sales increased \$50.8 million, or 7.1% to \$764.9 million in YTD 2010 compared to \$714.0 million in YTD 2009.

The increase in net sales was a result of the following:

<u>Q2 2010</u> (In Millions)	<u>Attributable to:</u>
\$ 44.0	14.0% increase in bottle/can volume primarily due to a volume increase in all product categories except energy products
(13.3)	3.8% 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
6.1	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
1.2	3.3% increase in sales price per unit to other Coca-Cola bottlers
1.6	Other
<u>\$ 39.6</u>	Total increase in net sales

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<u>YTD 2010</u> (In Millions)	<u>Attributable to:</u>
\$ 56.8	9.9% increase in bottle/can volume primarily due to a volume increase in all product categories except energy products
(23.0)	3.8% 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
10.8	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
2.8	4.2% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
1.3	1.9% increase in sales price per unit to other Coca-Cola bottlers
2.1	Other
<u>\$ 50.8</u>	<u>Total increase in net sales</u>

Bottle/can volume in both Q2 2010 and YTD 2010 was impacted by Q2 2010 including the July 4<sup>th</sup> holiday weekend while Q2 2009 ended on June 28, 2009 and a promotion during Q2 2010 by the Company's largest customer, Wal-Mart Stores, Inc., at its supercenter stores. Wal-Mart Stores, Inc.'s supercenter stores had a promotion on 24-pack 12-ounce cans during all of Q2 2010 which increased overall 12-ounce can sales volume and overall bottle/can volume. The promotion ended on July 4, 2010.

In YTD 2010, the Company's bottle/can sales to retail customers accounted for 82.4% of the Company's total net sales compared to 83.6% 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 decrease in the Company's bottle/can net pricing per unit in Q2 2010 and YTD 2010 compared to Q2 2009 and 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 Q2 2010 and YTD 2010 compared to Q2 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 Q2 2010 and Q2 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		Bottle/Can Sales Volume % Increase
	Q2 2010	Q2 2009	
Sparkling beverages (including energy products)	83.8%	85.1%	12.2
Still beverages	16.2%	14.9%	24.3
Total bottle/can sales volume	<u>100.0%</u>	<u>100.0%</u>	14.0

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Product Category	Bottle/Can Sales Volume		Bottle/Can Sales Volume % Increase
	YTD 2010	YTD 2009	
Sparkling beverages (including energy products)	85.5%	85.7%	9.6
Still beverages	14.5%	14.3%	11.4
Total bottle/can sales volume	100.0%	100.0%	9.9

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 YTD 2010, approximately 70% of the Company's bottle/can volume was sold for future consumption, while the remaining bottle/can volume of approximately 30% was sold for immediate consumption. During YTD 2009, approximately 68% of the Company's bottle/can volume was sold for future consumption, while the remaining bottle/can volume of approximately 32% was sold for immediate consumption. The Company's largest customer, Wal-Mart Stores, Inc., accounted for approximately 26% 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 \$3.8 million and \$3.9 million in YTD 2010 and YTD 2009, respectively. These fees are used to offset a portion of the Company's delivery and handling costs.

### 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 14.6%, or \$31.7 million, to \$249.4 million in Q2 2010 compared to \$217.6 million in Q2 2009. Cost of sales increased 10.7%, or \$43.4 million, to \$450.1 million in YTD 2010 compared to \$406.8 million in YTD 2009.

The increase in cost of sales was principally attributable to the following:

<u>Q2 2010</u>	<u>Attributable to:</u>
(In Millions)	
\$ 25.7	14.0% increase in bottle/can volume primarily due to a volume increase in all product categories except energy products
(10.7)	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
9.4	Increase in cost due to the Company's aluminum hedging program
4.4	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
1.2	Decrease in marketing funding support received primarily from The Coca-Cola Company
(0.8)	Gain on the replacement of flood damaged production equipment
2.5	Other
<u>\$ 31.7</u>	Total increase in cost of sales

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<u>YTD 2010</u> (In Millions)	<u>Attributable to:</u>
\$ 32.7	9.9% increase in bottle/can volume primarily due to a volume increase in all product categories except energy products
(11.7)	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
9.6	Increase in cost due to the Company's aluminum hedging program
7.6	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
2.6	4.2% increase in sales volume to other Coca-Cola bottlers primarily due to a volume increase in still beverages
(0.8)	Gain on the replacement of flood damaged production equipment
0.2	Decrease in marketing funding support received primarily from The Coca-Cola Company
3.2	Other
<u>\$ 43.4</u>	<u>Total increase in cost of sales</u>

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 \$.8 million from the replacement of production equipment damaged by the flood. 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 \$14.1 million for Q2 2010 compared to \$15.3 million for Q2 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 \$26.5 million for YTD 2010 compared to \$26.7 million for YTD 2009.

### **Gross Margin**

Gross margin dollars increased 4.9%, or \$7.9 million, to \$168.0 million in Q2 2010 compared to \$160.1 million in Q2 2009. Gross margin as a percentage of net sales decreased to 40.3% for Q2 2010 from 42.4% for Q2 2009. Gross margin dollars increased 2.4% or \$7.4 million, to \$314.7 million in YTD 2010 compared to \$307.3 million in YTD 2009. Gross margin as a percentage of net sales decreased to 41.1% for YTD 2010 from 43.0% in YTD 2009.

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The increase in gross margin dollars was primarily the result of the following:

<u>Q2 2010</u>	<u>Attributable to:</u>
(In Millions)	
\$ 18.3	14.0% increase in bottle/can volume primarily due to a volume increase in all product categories except energy products
(13.3)	3.8% 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
10.7	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
(9.4)	Increase in cost due to the Company's aluminum hedging program
1.7	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
(1.2)	Decrease in marketing funding support received primarily from The Coca-Cola Company
1.2	3.3% increase in sales price per unit to other Coca-Cola bottlers
0.8	Gain on the replacement of flood damaged production equipment
(0.9)	Other
<u>\$ 7.9</u>	Total increase in gross margin

<u>YTD 2010</u>	<u>Attributable to:</u>
(In Millions)	
\$ 24.1	9.9% increase in bottle/can volume primarily due to a volume increase in all product categories except energy products
(23.0)	3.8% 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
11.7	Decrease in raw material costs such as concentrate, aluminum and high fructose corn syrup
(9.6)	Increase in cost due to the Company's aluminum hedging program
3.2	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
1.3	1.9% increase in sales price per unit to other Coca-Cola bottlers
0.8	Gain on the replacement of flood damaged production equipment
(0.2)	Decrease in marketing funding support received primarily from The Coca-Cola Company
0.2	4.2% increase in sales volume to other Coca-Cola bottlers primarily due to an increase in still beverages
(1.1)	Other
<u>\$ 7.4</u>	Total increase in gross margin

The decrease in gross margin percentage 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

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treasury, legal, information services, accounting, internal control services, human resources and executive management costs.

S,D&A expenses increased by \$8.7 million, or 6.8%, to \$138.2 million in Q2 2010 from \$129.4 million in Q2 2009. S,D&A expenses as a percentage of net sales decreased from 34.3% in Q2 2009 to 33.1% in Q2 2010. S,D&A expenses increased by \$11.8 million, or 4.6%, to \$267.2 million in YTD 2010 from \$255.4 million in YTD 2009. S,D&A expenses as a percentage of net sales decreased from 35.8% in YTD 2009 to 34.9% in YTD 2010.

The increase in S,D&A expenses was primarily due to the following:

<u>Q2 2010</u> (In Millions)	<u>Attributable to:</u>
\$ 3.0	Increase in employee salaries including bonus and incentive expense
2.7	Increase in fuel costs due to the mark-to-market adjustment on fuel hedging (\$1.7 million gain in Q2 2009 as compared to \$1.1 million loss in Q2 2010)
2.7	Payments to employees participating in the Company's auto allowance program (program implemented in phases beginning in the second quarter of 2009)
(1.8)	Decrease in employee benefit costs primarily due to decreased pension and group insurance expense
(1.1)	Decrease in property and casualty insurance expense
(1.0)	Decrease in depreciation expense primarily due to new auto allowance program
4.2	Other
<u>\$ 8.7</u>	Total increase in S,D&A expenses

<u>YTD 2010</u> (In Millions)	<u>Attributable to:</u>
\$ 5.3	Payments to employees participating in the Company's auto allowance program (program implemented in phases beginning in the second quarter of 2009)
4.5	Increase in fuel costs due to the mark-to-market adjustment on fuel hedging (\$3.4 million gain in YTD 2009 as compared to \$1.4 million loss in YTD 2010)
3.5	Increase in employee salaries including bonus and incentive expense
(2.5)	Decrease in bad debt expense due to improvement in customer trade receivables
(2.4)	Decrease in employee benefit costs primarily due to decreased pension and group insurance expense
(1.5)	Decrease in depreciation expense primarily due to new auto allowance program
(1.5)	Decrease in property and casualty insurance expense
1.5	Increase in professional fees primarily due to consulting project support
4.9	Other
<u>\$ 11.8</u>	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 \$92.6 million and \$92.0 million in YTD 2010 and YTD 2009, respectively.

The net impact of the Company's fuel hedging program was to increase fuel costs by \$1.4 million in YTD 2010 and decrease fuel costs by \$2.6 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

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\$1.2 million from \$2.5 million in Q2 2009 to \$1.3 million in Q2 2010 and by \$2.3 million from \$4.9 million in YTD 2009 to \$2.6 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 Q2 2010.

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 decreased 11.4%, or \$1.1 million, in Q2 2010 compared to Q2 2009 and 8.2%, or \$1.6 million, in YTD 2010 compared to YTD 2009. The decrease in interest expense was due to lower debt borrowing levels. The Company's overall weighted average interest rate increased to 5.8% 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 37.9% and 33.4%, 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 40.4% and 34.4%, respectively. The increase in the effective tax rate for YTD 2010 resulted primarily from an adjustment to the reserve for uncertain tax positions 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. As a result, 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. 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 \$1.8 million in YTD 2010 compared to \$1.0 million in YTD 2009 related to the portion of Piedmont owned by The Coca-Cola Company.

**Financial Condition**

Total assets of \$1.3 billion at July 4, 2010 increased from January 3, 2010 primarily due to increases in accounts receivable and inventories offset by a decrease in property, plant and equipment, net. Property, plant and equipment, net decreased primarily due to lower levels of capital spending over the past several years.

Net working capital, defined as current assets less current liabilities, increased by \$26.5 million to \$94.8 million at July 4, 2010 from January 3, 2010 and increased by \$8.6 million at July 4, 2010 from June 28, 2009.

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

- An increase in accounts receivable, trade of \$40.3 million primarily due to the holiday promotion at the end of Q2 2010 and the 24-pack 12-ounce can promotion by Wal-Mart Stores, Inc during Q2 2010.
- An increase in inventories of \$13.0 million due primarily to seasonal increase.
- An increase in accounts receivable from and an increase in accounts payable to The Coca-Cola Company of \$16.8 million and \$24.7 million, respectively, primarily due to the timing of payments.
- An increase in accounts payable, trade of \$10.2 million primarily due to higher inventory levels.
- A decrease in accrued compensation of \$8.0 million due primarily to the payment of bonuses in March 2010.
- An increase in current portion of debt of \$5.0 million due to the Company's borrowing on an uncommitted line of credit.

Significant changes in net working capital from June 28, 2009 were as follows:

- A decrease in cash and cash equivalents of \$19.2 million primarily due to the payment of long-term debt in July of 2009.
- An increase in accounts receivable, trade of \$29.1 million primarily due to the holiday promotion at the end of Q2 2010 (with the corresponding holiday promotion for 2009 occurring at the beginning of the third quarter) and the 24-pack 12-ounce can promotion by Wal-Mart Stores, Inc during Q2 2010.
- A decrease in inventories of \$5.3 million due primarily to a seasonal increase for the holiday promotion at the end of Q2 2010 (with the corresponding holiday promotion for 2009 occurring at the beginning of the third quarter).
- A decrease in accounts receivable from and an increase in accounts payable to The Coca-Cola Company of \$1.8 million and \$2.5 million, respectively, primarily due to the timing of payments.
- A decrease in other accrued liabilities of \$11.2 million primarily due to the timing of payments.

Debt and capital lease obligations were \$604.2 million as of July 4, 2010 compared to \$601.0 million as of January 3, 2010 and \$645.2 million as of June 28, 2009. Debt and capital lease obligations as of July 4, 2010 included \$61.2 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.



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As of July 4, 2010, the Company had \$185 million available under its \$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 July 4, 2010, \$538.0 million of the Company’s total outstanding balance of debt and capital lease obligations of \$604.2 million was financed through the Company’s \$200 million credit facility and publicly offered debt. The Company had capital lease obligations of \$61.2 million as of July 4, 2010. There were \$15.0 million outstanding on the \$200 million facility and \$5.0 million outstanding on the line of credit as of July 4, 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 and income tax payments.

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

In Millions	First Half	
	2010	2009
<b>Cash Sources</b>		
Cash provided by operating activities (excluding income tax payments)	\$ 19.8	\$ 34.8
Proceeds from reduction of restricted cash	1.0	—
Proceeds from lines of credit, net	5.0	—
Proceeds from issuance of debt	—	108.0
Proceeds from the sale of property, plant and equipment	1.3	.4
<b>Total cash sources</b>	<b>\$ 27.1</b>	<b>\$ 143.2</b>
<b>Cash Uses</b>		
Capital expenditures	\$ 16.5	\$ 17.2
Payment of debt and capital lease obligations	1.9	120.7
Investment in restricted cash	—	4.5
Debt issuance costs	—	1.0
Dividends	4.6	4.6
Income tax payments	7.5	6.7
Other	.1	.5
<b>Total cash uses</b>	<b>\$ 30.6</b>	<b>\$ 155.2</b>
<b>Decrease in cash</b>	<b>\$ (3.5)</b>	<b>\$ (12.0)</b>

**Investing Activities**

Additions to property, plant and equipment during YTD 2010 were \$21.3 million of which \$3.3 million were accrued in accounts payable, trade as unpaid including \$1.2 million related to the Nashville flood damage and \$1.5 million was a trade-in allowance on manufacturing equipment. This compared to \$17.2 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 \$50 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 a \$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

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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 both July 4, 2010 and January 3, 2010, the Company had \$15.0 million outstanding under the \$200 million facility. There were no amounts outstanding under the \$200 million facility at June 28, 2009.

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 July 4, 2010, the Company had \$5.0 million outstanding under the uncommitted line of credit, which was classified as current in the consolidated balance sheets.

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 July 4, 2010, the Company's credit ratings were as follows:

	<u>Long-Term Debt</u>
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 \$40.5 million of debt and related lease obligations for these entities as of July 4, 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 July 4, 2010, the Company's maximum exposure, if the entities borrowed up to their borrowing capacity, would have been \$71.8 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 July 4, 2010:

In Thousands	Payments Due by Period				
	Total	July 2010- June 2011	July 2011- June 2013	July 2013- June 2015	After June 2015
<b>Contractual obligations:</b>					
Total debt, net of interest	\$ 542,988	\$ 5,000	\$ 165,000	\$ 100,000	\$ 272,988
Capital lease obligations, net of interest	61,217	3,856	8,225	9,651	39,485
Estimated interest on long-term debt and capital lease obligations <sup>(1)</sup>	187,167	32,965	60,348	47,661	46,193
Purchase obligations <sup>(2)</sup>	349,151	89,145	178,290	81,716	—
Other long-term liabilities <sup>(3)</sup>	108,457	9,401	16,981	12,878	69,197
Operating leases	19,829	3,982	5,146	3,235	7,466
Long-term contractual arrangements <sup>(4)</sup>	19,574	6,674	9,763	2,901	236
Postretirement obligations	45,228	2,719	5,445	5,871	31,193
Purchase orders <sup>(5)</sup>	31,644	31,644	—	—	—
<b>Total contractual obligations</b>	<b>\$1,365,255</b>	<b>\$185,386</b>	<b>\$449,198</b>	<b>\$263,913</b>	<b>\$466,758</b>

(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 Cannery, 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 \$5.9 million of uncertain tax positions including accrued interest as of July 4, 2010 (excluded in 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 \$3.8 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 July 4, 2010, the Company has \$24.2 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 contributed \$1.1 million to its Company-sponsored pension plans in YTD 2010. Based on information currently available, the Company anticipates cash contributions during the remainder of 2010 will be approximately \$5.4 million. 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 \$.6 million and \$1.5 million during YTD 2010 and in YTD 2009, respectively.

The weighted average interest rate of the Company's debt and capital lease obligations was 5.7% as of July 4, 2010 compared to 5.6% as of January 3, 2010, and 5.7% as of June 28, 2009. The Company's overall weighted average interest rate on its debt and capital lease obligations increased to 5.8% in YTD 2010 from 5.7% in YTD 2009. Approximately 8% of the Company's debt and capital lease obligations of \$604.2 million as of July 4, 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 \$1.4 million in YTD 2010 and decrease fuel costs by \$2.6 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

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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 Q2 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 \$5.7 million in YTD 2010 and decrease cost of sales by \$3.9 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 July 4, 2010;
- the Company's belief that cash contributions in 2010 to its two Company-sponsored pension plans will be approximately \$6.5 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 \$50 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; and

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- 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. 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 July 4, 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 8.0% of the Company's debt and capital lease obligations of \$604.2 million as of July 4, 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 July 4, 2010, interest expense for the following twelve months would increase by approximately \$.3 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 Q2 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.

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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 July 4, 2010 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

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.**

<u>Exhibit Number</u>	<u>Description</u>
4.1	Third Amended and Restated Promissory Note, dated as of June 16, 2010, by and between the Company and Piedmont Coca-Cola Bottling Partnership (filed herewith).
4.2	Officers' Certificate pursuant to Sections 102 and 301 of the Indenture, dated as of July 20, 1994, as supplemented and restated by the Supplemental Indenture dated as of March 3, 1995, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee, relating to the establishment of the Company's \$110,000,000 aggregate principal amount of 7.00% Senior Notes Due 2019 (filed herewith).
4.3	Resolutions adopted by certain committees of the board of directors of the Company related to the establishment of the Company's \$110,000,000 aggregate principal amount of 7.00% Senior Notes Due 2019 (filed herewith).
4.4	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	U.S. \$200,000,000 Amended and Restated Credit Agreement, dated as of March 8, 2007, by and among the Company, the banks named therein and Citibank, N.A., as Administrative Agent (filed herewith).
10.2	Form of Long-Term Performance Plan Bonus Award Agreement (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).

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: August 13, 2010

By: \_\_\_\_\_  
/s/ James E. Harris  
James E. Harris  
Principal Financial Officer of the Registrant  
and  
Senior Vice President and Chief Financial Officer

Date: August 13, 2010

By: \_\_\_\_\_  
/s/ William J. Billiard  
William J. Billiard  
Principal Accounting Officer of the Registrant  
and  
Vice President, Controller and Chief Accounting Officer

**This Third Amended and Restated Promissory Note is an amendment and restatement of, and not a prepayment or novation of, the Second Amended and Restated Promissory Note, dated as of August 25, 2005 (the "Prior Note"). Upon the execution of this Third Amended and Restated Promissory Note and delivery thereof to the Holder, the Prior Note shall be deemed to be replaced by this Third Amended and Restated Promissory Note.**

### THIRD AMENDED AND RESTATED PROMISSORY NOTE

\$100,000,000.00

June 16, 2010

FOR VALUE RECEIVED, the undersigned PIEDMONT COCA-COLA BOTTLING PARTNERSHIP, a Delaware general partnership (the "Company"), hereby promises to pay to COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation or its successors and assigns ("Holder"), the principal amount of One Hundred Million and 00/100 Dollars (\$100,000,000.00), or the lesser amount of outstanding Loans (as defined below) made by Holder to the Company, in accordance with the terms set forth in this Third Amended and Restated Promissory Note (this "Note").

1. Revolving Credit Loans. (a) Subject to the terms and conditions set forth in this Note, Holder agrees to make revolving credit loans (each, a "Loan" and collectively, the "Loans") to the Company from time to time from the date of this Note through December 31, 2015 (the "Maturity Date") as requested by Company in accordance with the terms of Section 1(b) below; provided that, the aggregate principal amount of all outstanding revolving credit loans at any time (after giving effect to any amount requested) shall not exceed \$100,000,000.00.

(b) As of the date of this Note, all principal and interest outstanding under the Prior Note shall become outstanding principal and interest under this Note. So long as no Event of Default (as defined in Section 4) is continuing and subject to the limitations set forth herein, the Company may make additional requests for Loans from time to time upon notice to Holder.

(c) Subject to the terms and conditions hereof, the Company may borrow, repay and reborrow Loans hereunder until the Maturity Date. The Company may prepay this Note in whole or in part at any time, without premium or penalty. All principal and interest outstanding under any Loan hereunder will become due and payable on the Maturity Date.

2. Payments of Interest. The Company further promises to pay interest on the unpaid principal amount of each Loan from the date of the relevant Loan until such Loan is paid in full, at a rate per annum equal to Holder's average monthly cost of borrowing (taking into account all indebtedness of Holder and its consolidated subsidiaries), determined as of the last business day of each calendar month, plus one-half of one percent (0.5%) quarterly on the last business day of each calendar month of each year (each, a "Payment Date"), commencing with the Payment Date next succeeding the date hereof. Interest on the unpaid principal balance of the Loans pursuant hereto shall continue to accrue until the principal interest thereon shall have been paid in full.

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3. Manner of Payment. All payments of principal and accrued interest on the Loans shall be made by the Company to Holder in immediately available funds and in lawful money of the United States of America at the address set forth in Section 11 or to such account as is designated by Holder in writing to the Company.

4. Events of Default. The following shall constitute "Events of Default" with respect to this Note:

(a) Failure of the Company to pay when due, in the manner provided herein, the principal or interest with respect to any Loan under this Note; or

(b) The Company shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition for relief under Title 11 of the United States Code (the "Bankruptcy Code"), or shall file any other petition or similar request with a court or governmental agency having competent jurisdiction for voluntary relief, looking to reorganization, arrangement, composition, readjustment, liquidation, custodianship, dissolution, winding-up or similar relief under the Bankruptcy Code or any other similar present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding, or shall in any such proceeding seek or consent to or acquiesce in the appointment of any trustee, receiver, custodian or liquidator of it or of all or any substantial part of its properties; or

(c) The filing against the Company of an involuntary petition for relief under the Bankruptcy Code or the commencement of any proceeding against the Company in a court or before a governmental agency having competent jurisdiction, looking to reorganization, arrangement, composition, readjustment, liquidation, custodianship, dissolution or similar relief under the Bankruptcy Code or any other similar present or future statute, law or regulation, and such petition or proceeding shall not have been vacated, dismissed or stayed within sixty (60) days thereafter, or if there is appointed in any such proceeding, without the consent or acquiescence of the Company, any trustee, receiver, custodian, liquidator, or other similar official for it or for all or any substantial part of its properties, and such appointment shall not have been vacated, dismissed or stayed within sixty (60) days thereafter; or

(d) The Company shall default in the due observance or performance of any covenant, condition or agreement contained herein and such default shall continue unremedied for a period of thirty (30) days.

5. Consequences of Event of Default. Upon the occurrence of any such Event of Default and during the continuation thereof, Holder, by written notice to the Company, may terminate its commitment to make Loans pursuant to Section 1 and declare the unpaid principal balance of all Loans and accrued and unpaid interest thereon to be immediately due and payable notwithstanding the Maturity Date thereof. Upon any such declaration of acceleration, such principal and interest shall become immediately due and payable and Holder shall have all other rights and remedies provided by applicable law.

6. Costs of Collection. In the event that any amounts due under this Note are not paid when due, the Company shall also pay or reimburse Holder for all reasonable costs and expenses of collection, including, without limitation, reasonable attorneys' fees.

7. Certain Acceleration Events. Upon a Sale, Holder may, by notice to the Company, terminate its commitment to make Loans pursuant to Section 1 hereof and declare the unpaid principal balance of all Loans under this Note and accrued and unpaid interest thereon to be immediately due and payable, whereupon the same shall become immediately due and payable notwithstanding the Maturity Date thereof. For purposes of this Section 7, a "Sale" means (a) a sale of all or substantially all of the assets of the Company or (b) any extraordinary corporate transaction, such as a merger, consolidation, issuance of capital stock or other business combination involving the Company pursuant to which any person or group of persons acquires at least 50% of the voting power of the Company, or in which the Company is not the surviving corporation.

8. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of North Carolina, other than the conflicts of law provisions thereof.

9. Waiver. The Company waives presentment for payment, demand, protest, notice of dishonor, notice of protest, diligence on bringing suit against any party hereto, and all defenses on the ground of any extension of the time of payment that may be given by Holder to it.

10. No Right of Set-Off. As of the date hereof, the Company represents that it has no claims or offsets against Holder in breach of contract, negligence or for any other type of legal action under this Note.

11. Notices. Any notice pursuant to this Note must be in writing and will be deemed effectively given to another party on the earliest of the date (a) three business days after such notice is sent by registered U.S. mail, return receipt requested, (b) upon receipt of confirmation if such notice is sent by facsimile, (c) one business day after delivery of such notice into the custody and control of an overnight courier service for next day delivery, (d) upon delivery of such notice in person and (e) such notice is received by that party; in each case to the appropriate address below (or to such other address as a party may designate by notice to the other party):

The Company:

Piedmont Coca-Cola Bottling Partnership  
c/o Coca-Cola Bottling Co. Consolidated  
Coca-Cola Corporate Center  
4100 Coca-Cola Plaza (28211-3481)  
P.O. Box 31487  
Charlotte, North Carolina 28231-1487  
Attention: Chief Financial Officer  
Telecopy No.: (704) 557-4451



Holder:

Coca-Cola Bottling Co. Consolidated  
Coca-Cola Corporate Center  
4100 Coca-Cola Plaza (28211-3481)  
P.O. Box 31487  
Charlotte, North Carolina 28231-1487  
Attention: Chief Financial Officer  
Telecopy No.: (704) 557-4451

12. Severability. Any provision of this Note that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company and Holder have caused this Note to be executed by their duly authorized officer as of the day and year first above written.

“Company  
”

PIEDMONT COCA-COLA BOTTLING  
PARTNERSHIP

By: COCA-COLA BOTTLING CO.  
CONSOLIDATED, its Manager

By: /s/ James E. Harris  
Name: James E. Harris  
Title: Sr VP & CFO

“Holder”

COCA-COLA BOTTLING CO. CONSOLIDATED

By: /s/ Clifford M. Deal  
Name: Clifford M. Deal, III  
Title: VP & Treasurer

**COCA-COLA BOTTLING CO. CONSOLIDATED**  
**OFFICERS' CERTIFICATE PURSUANT TO**  
**SECTIONS 102 AND 301 OF INDENTURE**

**April 7, 2009**

Pursuant to Section 301 of the Indenture, dated as of July 20, 1994, as supplemented and restated by the Supplemental Indenture dated as of March 3, 1995 (as supplemented, the "**Indenture**"), between Coca-Cola Bottling Co. Consolidated (the "**Company**") and The Bank of New York Mellon Trust Company, N.A., as successor trustee (pursuant to an Agreement of Resignation, Appointment and Acceptance dated January 15, 2007), the undersigned officers of the Company hereby certify that the Board of Directors of the Company has, pursuant to a written consent of the Executive Committee of the Board of Directors dated April 1, 2009 and a written consent of the Pricing Committee of the Board of Directors dated April 2, 2009, authorized the establishment of a series of Securities and further certify that the terms of the Securities of such series shall be as follows:

- (a) Title: 7.00% Senior Notes Due 2019;
  - (b) Aggregate Principal Amount: \$110,000,000;
  - (c) Principal Payment Date: April 15, 2019;
  - (d) Interest Rate: 7.00% per annum;
  - (e) Interest Payment Dates: April 15 and October 15, commencing October 15, 2009;
  - (f) Regular Record Dates: The April 1 and October 1 (whether or not a Business Day) preceding each Interest Payment Date;
  - (g) Interest Accrual Date: April 7, 2009;
  - (h) Place of Payment: Corporate trust office or agency of The Bank of New York Mellon Trust Company, N.A. or other Paying Agent or Agents, as designated by the Company from time to time, which shall be open for business on each day that is a Business Day in the City of New York, New York;
  - (i) Paying Agent: The Bank of New York Mellon Trust Company, N.A.;
  - (j) Redemption: Redeemable at any time, at the option of the Company, in whole or in part, at the redemption prices, and in accordance with the terms and conditions, described in the Company's Prospectus Supplement dated April 2, 2009 under the heading "Optional Redemption";
  - (k) Change of Control: The Company will be required to offer to repurchase the Senior Notes upon the occurrence of certain change of control triggering events,
-

at such price and in accordance with the terms and conditions as described in the Global Security delivered to the Trustee;

- (l) Denominations: \$1,000 and integral multiples of \$1,000 in excess thereof;
- (m) Global Securities: The Senior Notes shall be represented by a single Global Security as provided for in the Indenture;
- (n) Depository: The Depository Trust Company;
- (o) Defeasance Provisions: Section 1302 and Section 1303 of the Indenture will be applicable to the Senior Notes; and
- (p) Other Terms: None.

Pursuant to Section 102 of the Indenture, each of the undersigned officers of the Company hereby further certifies that: (i) he has read the applicable conditions precedent in the Indenture relating to the establishment of a series of Securities and the issuance thereof and the definitions therein relating thereto; (ii) he has examined the appropriate documentation and made such further investigation as he has deemed to be necessary; (iii) he is of the opinion that he has made such examination and investigation as is necessary to enable him to express an informed opinion with respect to whether or not such conditions precedent have been complied with; and (iv) he is of the opinion that as of the date hereof, all conditions precedent set forth in the Indenture relating to the establishment of the series of Securities designated as the 7.00% Senior Notes Due 2019 have been complied with and upon delivery by the Company of instructions to the Trustee directing the Trustee to authenticate Securities of such series from time to time, all conditions precedent for the issuance thereof shall have been complied with.

Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Indenture.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned Senior Vice President and Chief Financial Officer and Vice President and Treasurer of the Company have executed this certificate as of the date first written above.

/s/ James E. Harris

James E. Harris  
Senior Vice President and Chief Financial Officer

/s/ Clifford M. Deal, III

Clifford M. Deal, III  
Vice President and Treasurer

[Signature Page — Officer's Certificate Pursuant to Sections 102 and 301 of Indenture]

**COCA-COLA BOTTLING CO. CONSOLIDATED**  
**RESOLUTIONS RELATED TO THE ESTABLISHMENT OF**  
**\$110,000,000 AGGREGATE PRINCIPAL AMOUNT OF**  
**7.00% SENIOR NOTES DUE 2019**

**I. Resolutions Adopted by the Executive Committee of the Board of Directors of Coca-Cola Bottling Co. Consolidated on April 1, 2009**

**1. Authorization of Debt Offering.**

WHEREAS, management has recommended to the Executive Committee of the Board of Directors that the Company issue up to \$150,000,000 aggregate principal amount of unsecured senior debt securities (the "Notes"), to be issued as provided in (a) the Supplemental Indenture, dated as of March 3, 1995, and any indenture or indentures supplemental thereto or an officers' certificate executed pursuant thereto, pursuant to which the Notes are created and governed (collectively, the "Indenture"), and (b) an underwriting agreement, and any agreements entered into in connection therewith (collectively, the "Underwriting Agreement"), pursuant to which the Notes are to be sold to the underwriters named therein (collectively, the "Debt Offering"); and

WHEREAS, management has proposed that the Company use the proceeds from the Debt Offering for general corporate purposes, including repayment of indebtedness; and

WHEREAS, the Company has filed with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-3 No. 333-155635 (the "Registration Statement"), which Registration Statement has been declared effective by the Commission; and

WHEREAS, it is desirable and in the best interests of the Company and its stockholders that the appropriate officers of the Company take the steps necessary to authorize the Company to issue the Notes and enter into an Underwriting Agreement; and

WHEREAS, it is desirable and in the best interests of the Company and its stockholders to authorize the Debt Offering, the proposed transactions related thereto and any agreements entered into in connection therewith, subject to the limitations described herein.

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Directors and Chief Executive Officer, the President and Chief Operating Officer, the Vice President and Chief Financial Officer or the Vice President and Treasurer (collectively, the "Authorized Officers") be, and each of them hereby is, authorized to negotiate an Underwriting Agreement with a group of underwriters

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represented by Citigroup, Inc. or an affiliate thereof (collectively, the “Underwriters”), all on the terms described herein; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized to (a) cause to be inserted in the Underwriting Agreement the principal amount, the interest rate, the initial price to the public, the underwriting discounts and commissions, the purchase price for the Notes and any other relevant terms, all as determined by the Pricing Committee (as appointed by the Executive Committee pursuant hereto) and (b) execute and deliver the Underwriting Agreement as finally negotiated; and

FURTHER RESOLVED, that the issuance of the Notes to the Underwriters against payment therefor at the price determined by the Pricing Committee in the manner provided in these resolutions be, and it hereby is, authorized and approved; and

FURTHER RESOLVED, that the Company use the proceeds from the Debt Offering for general corporate purposes, including repayment of indebtedness; and

FURTHER RESOLVED, that the proper officers of the Company be, and each of them hereby is, severally authorized, subject to the terms of the Indenture, to do all things necessary or advisable in order to carry out and perform on behalf of the Company all of its covenants, obligations and undertakings thereunder in connection with the issuance of the Notes (including executing and delivering the Notes, supplemental notes, certificates or other documents); and

FURTHER RESOLVED, that the Notes may be offered pursuant to the Registration Statement and that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to cause to be prepared and, if applicable, signed, in the name and on behalf of the Company, any necessary prospectus supplement, free writing prospectus, term sheet or amendments to the Registration Statement as may at any time or from time to time be required by, or be deemed by any of such officers to be desirable under, the Securities Act of 1933 or the rules and regulations or interpretations of the Commission promulgated thereunder, and that the proper officers of the Company be, and each of them hereby is, authorized and directed to cause the same to be filed with the Commission; and

FURTHER RESOLVED, that the proper officers of the Company be, and each of them hereby is, authorized and directed to take such other and further actions as may be necessary or desirable to carry out the full intent and purposes of the foregoing preambles and resolutions.

**2. Establishment of Pricing Committee.**

WHEREAS, it is desirable that a Pricing Committee be established to facilitate the determination of certain matters in connection with the Debt Offering;

NOW, THEREFORE, BE IT RESOLVED, that there is established a special two-member sub-committee (the “Pricing Committee”), consisting of J. Frank Harrison, III and William B. Elmore, which will be a sub-committee formed under Section 141(c)(3) of the DGCL and formed for the sole purpose of determining on behalf of the Company certain matters in connection with the offering of the Notes and various terms of the Underwriting Agreement, as the case may be, subject to the parameters set forth by the Executive Committee, such Pricing Committee to have the authority hereafter set forth and to cease to exist after it has fully exercised such authority; and

FURTHER RESOLVED, that the Pricing Committee can take action pursuant to a meeting or a written consent; provided, that in either case, both of the members composing the Pricing Committee approve the action to be taken; and

FURTHER RESOLVED, that, subject to the specific limitations set forth below or in the foregoing resolutions, the Pricing Committee is hereby authorized and granted the authority to fix and determine on behalf of the Company any or all of the following with respect to the Notes to be issued, each of which determinations shall be binding upon the Company:

- (a) the principal amount of the Notes to be issued, which shall not in the aggregate exceed \$150,000,000;
- (b) the form, terms and conditions of the Notes, as the case may be (including, without limitation, applicable interest rates and any applicable maturity or maturities of the Notes);
- (c) the consideration to be paid for the Notes, the amount of any commission or discount to be paid in connection with the issuance or exchange of the Notes and any other pricing terms related to the Notes;
- (d) the provisions, if any, for the redemption of the Notes and the premiums, if any, to be paid upon any such redemption; and
- (e) any other terms, including reasonable and customary terms, of the Notes and the Underwriting Agreement as the Pricing Committee shall deem appropriate;

FURTHER RESOLVED, that a resolution or certificate signed by at least one of the members of the Pricing Committee shall be conclusive evidence that the determination set forth in such resolution or certificate was made by the Pricing Committee and is binding upon the Company; and



FURTHER RESOLVED, that the Pricing Committee is authorized to further delegate to such officers of the Company as the Pricing Committee may deem appropriate such authority to effect the transactions contemplated hereby and to take all such other actions and execute and deliver all such other agreements and documents on behalf of the Company as the Pricing Committee may deem necessary or appropriate to consummate such transactions and to effect the intent and purposes of these resolutions; and

FURTHER RESOLVED, that the Pricing Committee is authorized and directed to take such other and further actions as may be necessary or desirable to carry out the full intent and purposes of these resolutions.

**3. Further Action.**

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed to make such entries and statements in the accounts and records of the Company as they, or any of them, shall deem necessary or advisable in order appropriately and accurately to reflect in such accounts and records the transactions authorized by the foregoing resolutions adopted by the Executive Committee; and

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in its name and on its behalf, to take or cause to be taken any and all such further action (including without limitation such action as may be necessary or desirable to comply with the "blue sky" laws of the various states and the District of Columbia or to engage any solicitation firms or other third parties that they deem advisable in connection with the transactions contemplated hereby), to make or cause to be made all such payments, and to execute, acknowledge and deliver all such instruments, agreements, indentures, supplemental indentures, notes, tender or exchange offer documents, notices, letters of transmittal and other documents as may, in the judgment of such officers, be necessary, proper or convenient in order to carry out the intent and purposes of the foregoing preambles and resolutions.

**II. Resolutions Adopted by the Pricing Committee of the Board of Directors of Coca-Cola Bottling Co. Consolidated on April 2, 2009**

WHEREAS, the Executive Committee of the Board of Directors of the Company (the "Executive Committee") has authorized the issuance of up to \$150,000,000 aggregate initial offering amount of unsecured debt securities (the "Notes") to be issued as provided in (a) the Supplemental Indenture, dated as of March 3, 1995, and any indenture or indentures supplemental thereto or an officers' certificate executed pursuant thereto, pursuant to which the Notes are created and governed (collectively, the "Indenture"), and (b) an underwriting agreement, and any agreements entered into in connection therewith (collectively,

the “Underwriting Agreement”), pursuant to which the Notes are to be sold to the underwriters named therein; and

WHEREAS, the Board of Directors has established this Pricing Committee to approve certain matters in connection with the issuance and public offering of the Notes, including (i) the form of the Notes and (ii) the terms of the Notes and the Underwriting Agreement.

NOW, THEREFORE, BE IT RESOLVED, that, the Pricing Committee hereby determines on behalf of the Company the following with respect to the Notes:

**1. Form of the Notes**

NOW, THEREFORE, BE IT RESOLVED, that the form of the Notes attached hereto as Exhibit A, with such changes as the appropriate officers of the Company deem necessary and appropriate, be, and it hereby is, approved and adopted.

**2. Terms of the Notes**

FURTHER RESOLVED, that the Pricing Committee hereby determines on behalf of the Company that the terms of the Notes shall be as follows:

- (a) the title and designation of the Notes shall be the “7.00% Senior Notes Due 2019.”
- (b) the aggregate principal amount of the Notes shall be \$110,000,000.00.
- (c) the final maturity of the Notes shall be on April 15, 2019.
- (d) the annualized interest rate on the Notes shall equal 7.00% per annum.
- (e) interest on the Notes shall accrue from the settlement date of the offering.
- (f) interest on the Notes shall be payable semi-annually, in arrears, on April 15 and October 15 of each year, beginning on October 15, 2009 (or if such day is not a business day, on the next succeeding business day).
- (g) interest shall be payable to the persons in whose names the new notes are registered at the close of business on April 1 and October 1 of each year.
- (h) payment of principal and any premium and interest on the Notes shall be made at the corporate trust office or agency of The Bank of New York Mellon Trust Company, N.A. or other Paying Agent or Agents (as defined in the Indenture) as designated by the Company from time to time.

- (i) the Notes shall be redeemable at the option of the Company at any time, in whole or in part, at the redemption prices, and in accordance with the terms and conditions, as described in the form of the Notes attached hereto as Exhibit A.
- (j) the Notes shall require the Company to offer to repurchase the Notes upon the occurrence of certain change of control triggering events, at such price and in accordance with the terms and conditions as described in the form of the Notes attached hereto as Exhibit A.
- (k) the Notes shall be issued in one or more global notes, deposited with The Bank of New York Mellon Trust Company, N.A. as custodian for the Depository Trust Company and registered in the name of Cede & Co., the Depository Trust Company's nominee; interests in the global notes shall be issued in minimum denominations of \$1,000 and integral multiples of \$1,000.
- (l) the Notes shall be subject to the defeasance provisions described in Sections 1302 and 1303 of the Indenture.
- (m) the Notes shall be senior unsecured obligations of the Company and shall rank equally with all of the Company's other unsecured and unsubordinated indebtedness.

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U.S. \$200,000,000

AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of March 8, 2007

Among

COCA-COLA BOTTLING CO. CONSOLIDATED  
as Borrower

THE BANKS NAMED HEREIN

CITIGROUP GLOBAL MARKETS INC. and  
WACHOVIA CAPITAL MARKETS LLC  
as Joint Lead Arrangers and Joint Bookrunners

WACHOVIA BANK, NATIONAL ASSOCIATION  
as Syndication Agent

and

CITIBANK, N.A.  
as Administrative Agent

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## EXHIBITS

Exhibit A	- Form of Notice of Borrowing
Exhibit B	- Form of Assignment and Acceptance
Exhibit C	- Form of Opinion of Special Counsel to the Borrower
Exhibit D	- Form of Opinion of Special New York Counsel to the Administrative Agent
Exhibit E	- Form of Compliance Certificate of Borrower

AMENDED AND RESTATED CREDIT AGREEMENT dated as of March 8, 2007 among COCA-COLA BOTTLING CO. CONSOLIDATED, a corporation organized under the laws of Delaware (the “Borrower”), the banks (each a “Bank” and, collectively, the “Banks”) listed on the signature pages hereof and CITIBANK, N.A., a national banking association, as administrative agent (in such capacity, the “Administrative Agent”).

The Borrower, certain of the Banks and the Administrative Agent are parties to a Credit Agreement dated as of April 7, 2005 (as from time to time amended and in effect immediately prior to the effectiveness of this Agreement, the “Existing Credit Agreement”), providing, subject to the terms and conditions thereof, for the making of loans by the Lenders (as defined therein) to the Borrower in an aggregate principal amount not exceeding \$100,000,000 at any one time outstanding for the general corporate purposes of the Borrower.

The parties hereto desire to amend the Existing Credit Agreement in certain respects and to restate in its entirety the Existing Credit Agreement as so amended, and, accordingly, the parties hereto agree that the Existing Credit Agreement shall, as of the Closing Date (as defined below), be amended and restated to read in its entirety as follows:

## **ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS**

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Acquisition Cash Flow” means, with respect to any Person or assets, franchises or businesses acquired by the Borrower or any of its Consolidated Subsidiaries, operating income for any period of determination plus any amounts deducted for depreciation, amortization and operating lease expense in determining operating income during such period (to the extent not included in Consolidated Operating Income for such period), all determined using historical financial statements of such Person, assets, franchises or businesses acquired with appropriate adjustments thereto in order to reflect such operating income, depreciation, amortization and operating lease expense on an actual historical combined pro forma basis as if such Person, assets, franchises or businesses acquired had been owned by the Borrower or one of its Consolidated Subsidiaries during the applicable period. Operating income as used in the preceding sentence will be determined for the acquired Person, assets, franchises or businesses using the same method prescribed for determining Consolidated Operating Income.

“Administrative Agent” has the meaning set forth in the introduction hereto.

“Advance” has the meaning set forth in Section 2.01.

“Affiliate” means, as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the

Credit Agreement

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power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors or other persons performing similar functions of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Applicable Facility Fee Rate” means, for any Rating Level Period, the rate per annum set forth below opposite the reference to such Rating Level Period:

<u>Rating Level Period</u>	<u>Applicable Facility Fee Rate</u>
Rating Level 1 Period	0.0600%
Rating Level 2 Period	0.0800%
Rating Level 3 Period	0.100%
Rating Level 4 Period	0.125%
Rating Level 5 Period	0.150%

Each change in the Applicable Facility Fee Rate resulting from a Rating Level Change shall be effective on the date of such Rating Level Change.

“Applicable Lending Office” means, with respect to any Lender, such Lender’s Domestic Lending Office in the case of a Base Rate Advance and such Lender’s Eurodollar Lending Office in the case of a Eurodollar Rate Advance.

“Applicable Margin” means:

(a) for any Advance that is a Base Rate Advance, 0.000% per annum; and

(b) for any Advance that is a Eurodollar Rate Advance, for any Rating Level Period, the rate per annum set forth below opposite the reference to such Rating Level Period:

<u>Rating Level Period</u>	<u>Applicable Margin</u>
Rating Level 1 Period	0.190%
Rating Level 2 Period	0.270%
Rating Level 3 Period	0.350%
Rating Level 4 Period	0.425%
Rating Level 5 Period	0.475%

Credit Agreement

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Each change in the Applicable Margin resulting from a Rating Level Change shall be effective on the date of such Rating Level Change.

“Applicable Utilization Fee Rate” means, for any Rating Level Period, the rate per annum set forth below opposite the reference to such Rating Level Period:

Rating Level Period	Applicable Utilization Fee Rate
Rating Level 1 Period	0.0500%
Rating Level 2 Period	0.0500%
Rating Level 3 Period	0.0500%
Rating Level 4 Period	0.0750%
Rating Level 5 Period	0.125%

Each change in the Applicable Utilization Fee Rate resulting from a Rating Level Change shall be effective on the date of such Rating Level Change.

“Arrangers” means Citigroup Global Markets Inc. and Wachovia Capital Markets LLC, as Joint Lead Arrangers and Joint Bookrunners.

“Assignment and Acceptance” means an assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, in substantially the form of Exhibit B hereto.

“Bank” has the meaning set forth in the introduction hereto.

“Base Rate” means, for any period, a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the higher of:

- (a) the rate of interest announced publicly by Citibank in New York, New York from time to time as Citibank’s base rate; and
- (b) 1/2 of one percent per annum above the Federal Funds Rate for such period.

“Base Rate Advance” means, at any time, an Advance which bears interest at rates based upon the Base Rate.

“Borrower” has the meaning set forth in the introduction hereto.

“Borrowing” means a borrowing consisting of simultaneous Advances of the same Type made by each of the Lenders pursuant to Section 2.01.

“Business Day” means a day of the year on which banks are not required or authorized to close in New York City and, if the applicable Business Day relates to any Eurodollar Rate Advance, on which dealings are carried on in the London interbank market.

“Capitalized Lease” of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP.

“Capitalized Lease Obligations” of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with GAAP.

“Change in Control” means that:

(a) The Coca-Cola Company and any of its wholly-owned Subsidiaries shall cease to own, beneficially and of record, at least 10% of the outstanding capital stock of the Borrower; or

(b) any “person” or “group” (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act, whether or not applicable, except that for purposes of this paragraph (b) such person or group shall be deemed to have “beneficial ownership” of all shares that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), other than (i) The Coca-Cola Company, (ii) other shareholders of the Borrower as of the date hereof and (iii) J. Frank Harrison III, his spouse and the lineal descendants of either of the foregoing (or trusts, corporations, partnerships, limited partnerships, limited liability companies or other estate planning vehicles for the benefit thereof), is or becomes the “beneficial owner” (as such term is used in Rule 13d-3 promulgated pursuant to the Exchange Act), directly or indirectly, of more than 50% of the aggregate voting power of all voting shares of the Borrower; or

(c) during any period of 25 consecutive calendar months, a majority of the Board of Directors of the Borrower shall no longer be composed of individuals (i) who were members of said Board on the first day of such period, (ii) whose election or nomination to said Board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of said Board and (iii) whose election or nomination to said Board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of said Board.

“Citibank” means Citibank, N.A., a national banking association.

“Closing Date” means the date as of which the Administrative Agent notifies the Borrower that the conditions precedent set forth in Section 3.01 have been satisfied or waived.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Commitment” has the meaning set forth in Section 2.01(a).

“Commitment Termination Date” means the date five years after the date of this Agreement, as such date may be extended pursuant to Section 2.18; provided that if such date is not a Business Day, the Commitment Termination date shall be the immediately preceding Business Day.

“Compliance Certificate” mean a certificate in substantially the form of Exhibit E.

“Consolidated” refers to the consolidation of accounts of the Borrower and its Subsidiaries in accordance with GAAP.

“Consolidated Cash Flow” means, for any period, Consolidated Operating Income for such period plus any amounts deducted for depreciation, amortization and operating lease expense in determining Consolidated Operating Income.

“Consolidated Cash Flow/Fixed Charges Ratio” means, at any time, the ratio of (i) Consolidated Cash Flow for the then most recently concluded period of four consecutive fiscal quarters of the Borrower to (ii) Consolidated Fixed Charges for such period.

“Consolidated Fixed Charges” shall mean, for any period, the sum of (i) Consolidated Net Interest Expense for such period, (ii) the amount of obligations of the Borrower and its Consolidated Subsidiaries as lessees, on leases other than Capitalized Leases, accrued during such period and (iii) payments made or required to be made by the Borrower and its Consolidated Subsidiaries during such period under agreements providing for or containing covenants not to compete.

“Consolidated Funded Indebtedness” shall mean, at any time, the aggregate outstanding principal amount of all Funded Indebtedness of the Borrower and its Consolidated Subsidiaries, determined and consolidated in accordance with GAAP.

“Consolidated Funded Indebtedness/Cash Flow Ratio” shall mean, at any time, the ratio of (a) the aggregate amount of (i) Consolidated Funded Indebtedness and (ii) 50% of every Contingent Obligation of the Borrower and its Consolidated Subsidiaries, determined and consolidated in accordance with GAAP to (b) the aggregate of (i) Consolidated Cash Flow for the then most recently concluded period of four consecutive fiscal quarters of the Borrower and (ii) Acquisition Cash Flow for such period.

“Consolidated Net Interest Expense” shall mean, for any period, the aggregate net amount of interest payments of the Borrower and its Consolidated Subsidiaries, determined and consolidated in accordance with GAAP, excluding, however, such amounts as arise from the amortization of capitalized interest, discount and fees reflected as an asset on the Borrower’s books and records on the Closing Date.

“Consolidated Operating Income” shall mean, for any period, the net income of the Borrower and its Consolidated Subsidiaries, before any deduction in respect of interest or taxes, determined and consolidated in accordance with GAAP, excluding, however, extraordinary items in accordance with GAAP (which shall include without limitation, in any event, any income, net of expenses, or loss realized by the Borrower or any Consolidated Subsidiary from any sale of assets outside the ordinary course of business, whether tangible or intangible, including franchise territories and securities).

“Contingent Obligation” of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the financial obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter, operating agreement, take-or-pay contract or application for a Letter of Credit, but excluding the endorsement of instruments for deposit or collection in the ordinary course of business.

“Continuation”, “Continue” and “Continued” each refers to a continuation of Eurodollar Rate Advances from one Interest Period to the next Interest Period pursuant to Section 2.09(b).

“Controlled Group” means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any of its Subsidiaries, are treated as a single employer under Section 414 of the Code.

“Convert”, “Conversion” and “Converted” each refers to a conversion of Advances of one Type into Advances of the other Type pursuant to Section 2.08 or Section 2.09(a).

“Default” means an event that, with notice or lapse of time or both, would become an Event of Default.

“Dollars” means the lawful currency of the United States of America.

“Domestic Lending Office” means, with respect to any Lender, the office of such Lender specified as its “Domestic Lending Office” in Schedule I or in the Assignment and Acceptance pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

“Eligible Assignee” means:

- (a) a Lender and any Affiliate of such Lender;
- (b) a commercial bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$1,000,000,000;
- (c) a savings bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$500,000,000;
- (d) a commercial bank organized under the laws of any other country which is a member of the OECD or a political subdivision of any such country, and having total assets in excess of \$1,000,000,000; and
- (e) a finance company or other financial institution or fund (whether a corporation, partnership or other Person) which is engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business, and having total assets in excess of \$500,000,000.

“Environmental Law” means any Federal, state or local governmental law, rule, regulation, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or the treatment, storage, disposal, release, threatened release or handling of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Clean Air Act, the Safe Drinking Water Act, the Atomic Energy Act and the Federal Insecticide, Fungicide and Rodenticide Act, in each case, as amended from time to time.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

“Eurocurrency Liabilities” has the meaning set forth in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

“Eurodollar Lending Office” means, with respect to any Lender, the office of such Lender specified as its “Eurodollar Lending Office” in Schedule I or in the Assignment and Acceptance pursuant to which it became a Lender (or, if no such office is specified, its Domestic Lending Office), or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

“Eurodollar Rate” means, for any Interest Period for each Eurodollar Rate Advance, the rate per annum (rounded upward, if necessary, to the nearest whole multiple of 1/16 of 1% per annum) appearing on Telerate Page 3750 as of 11:00 a.m. (London time) on the date (as to any Interest Period, the “Determination Date”) that is

two Business Days before the first day of such Interest Period, as LIBOR for a period equal to such Interest Period. In the event that Telerate Page 3750 shall cease to report such LIBOR or, in the reasonable judgment of the Majority Lenders, shall cease to accurately reflect such LIBOR, then the “Eurodollar Rate” with respect to such Interest Period for such Eurodollar Rate Advance shall be the rate per annum at which deposits in U.S. dollars are offered by the principal office of Citibank, N.A., in London, England to leading banks in the London interbank market at 11:00 A.M. (London time) on the Determination Date in an amount comparable to the amount of the related Borrowing and for a period equal to such Interest Period.

“Eurodollar Rate Advance” means, at any time, an Advance which bears interest at rates based upon the Eurodollar Rate.

“Eurodollar Rate Reserve Percentage” of any Lender for any Interest Period for any Eurodollar Rate Advance means the reserve percentage applicable during such Interest Period (or if more than one such percentage shall be so applicable, the daily average of such percentages for those days in such Interest Period during which any such percentage shall be so applicable) under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for such Lender with respect to liabilities or assets consisting of or including Eurocurrency Liabilities having a term equal to such Interest Period.

“Events of Default” has the meaning set forth in Section 6.01.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

“Excluded Representations” means the representations and warranties set forth in Section 4.01(f), Section 4.01(g), Section 4.01(n) and Section 4.01(o).

“Existing Credit Agreement” has the meaning set forth in the introduction hereto.

“Facility Fee” has the meaning set forth in Section 2.03(a).

“Federal Funds Rate” means, for any day, a fluctuating interest rate per annum equal for such day to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“Funded Indebtedness” of a Person shall mean (i) all liabilities of such Person of the kinds referred to in clauses (i), (ii), (iii), (iv) and (v) of the definition of “Indebtedness” herein, including without limitation commercial paper, of any maturity, and (ii) other indebtedness (including the current portion thereof) of such Person which would be classified in whole or part as a long-term liability of such Person in accordance with GAAP, and shall in any event include (i) any Indebtedness having a final maturity more than one year from the date of creation of such Indebtedness and (ii) any Indebtedness, regardless of its term, which is renewable or extendable by such Person (pursuant to the terms thereof or pursuant to a revolving credit or similar agreement or otherwise) to a date more than one year from the date of creation of such Indebtedness or any date of determination of Funded Indebtedness.

“GAAP” means generally accepted accounting principles in the United States of America as in effect from time to time.

“Governmental Authority” means the federal government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Hazardous Materials” means petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, and radon gas, any substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, “contaminants” or “pollutants”, or words of similar meaning and regulatory effect, under any Environmental Law and any other substance exposure to which is regulated under any Environmental Law.

“Indebtedness” of a Person means, without duplication, such Person’s (i) obligations for borrowed money, (ii) obligations representing the deferred purchase price of Property or services (excluding accounts payable arising in the ordinary course of such Person’s business payable on terms customary in the trade), (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (iv) obligations which are evidenced by notes, acceptances, or similar instruments, (v) Capitalized Lease Obligations, (vi) net Rate Hedging Obligations, (vii) Contingent Obligations in respect of Indebtedness, (viii) obligations for which such Person is obligated pursuant to or in respect of a Letter of Credit and (ix) repurchase obligations or liabilities of such Person with respect to accounts, notes receivable or securities sold by such Person.

“Interest Period” means, with respect to any Eurodollar Rate Advance, the period beginning on the date such Eurodollar Rate Advance is made or Continued, or Converted from a Base Rate Advance, and ending on the last day of the period selected by the Borrower pursuant to the provisions below. The duration of each Interest Period shall be one, two, three or six months or (if available to the Lenders in the opinion of the Lenders) nine or twelve months, as the Borrower may, upon notice received by the Administrative



Agent not later than 12:00 noon (New York City time) on the third Business Day prior to the first day of such Interest Period, select; provided that:

(i) any Interest Period that would otherwise end after the Commitment Termination Date shall end on the Commitment Termination Date;

(ii) each Interest Period that begins on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month; and

(iii) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day.

“Lenders” means the Banks listed on the signature pages hereof and each Person that shall become a party hereto pursuant to Sections 8.06(a), (b) and (c).

“Letter of Credit” of a Person means a letter of credit or similar instrument which is issued upon the application of such Person or upon which such Person is an account party or for which such Person is in any way liable.

“LIBOR” means the rate at which deposits in U.S. dollars are offered to leading banks in the London interbank market.

“Lien” means any lien, mortgage, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement having substantially the same effect as a lien, including, without limitation, the lien or retained security title of a conditional vendor.

“Majority Lenders” means, at any time, Lenders having Advances representing more than 50% of the aggregate outstanding principal amount of the Advances or, if no Advances are outstanding, Lenders having Commitments representing more than 50% of the total Commitments at such time.

“Margin Stock” means margin stock within the meaning of Regulation U.

“Material Adverse Change” or “Material Adverse Effect” means a material adverse change in or, as the case may be, effect on (i) the business, condition (financial or otherwise), or operations of the Borrower and its Consolidated Subsidiaries taken as a whole, (ii) the legality, validity or enforceability of this Agreement or (iii) the ability of the Borrower to pay and perform its obligations hereunder.

“Material Agreements” has the meaning specified in Section 4.01(o).

“Material Indebtedness” has the meaning set forth in Section 6.01(d).

“Material Subsidiary” shall mean a Subsidiary which (i) owns, leases or occupies any building, structure or other facility used primarily for the bottling, canning or packaging of soft drinks or soft drink products or warehousing and distributing of such products, other than any such building, structure or other facility or portion thereof, which is not of material importance to the total business conducted by the Borrower and its Subsidiaries as an entirety, (ii) is a party to any contract with respect to the bottling, canning, packaging or distribution of soft drinks or soft drink products, other than any such contract which is not of material importance to the total business conducted by the Borrower and its Subsidiaries as an entirety, and in any event includes each of the Subsidiaries indicated as Material Subsidiaries listed in Schedule IV as of the date hereof, and (iii) any Subsidiary of the Borrower that would qualify as a “significant subsidiary” under Regulation S-X of the Securities and Exchange Commission (or its successor agency).

“Moody’s” means Moody’s Investors Service, Inc. and its successors.

“Moody’s Rating” means, at any time, the rating of the long-term senior unsecured non-credit-enhanced debt obligations of the Borrower then outstanding most recently announced by Moody’s.

“Multiemployer Plan” means any employee benefit plan which is a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA and to which the Borrower or any member of a Controlled Group has or had an obligation to contribute.

“Note” has the meaning set forth in Section 2.17.

“Notice of Borrowing” has the meaning set forth in Section 2.02(a).

“OECD” means the Organization for Economic Cooperation and Development.

“Other Taxes” has the meaning set forth in Section 2.14(b).

“Payment Default” means an event that, with notice or lapse of time or both, would become an Event of Default under Section 6.01(a).

“PBGC” means the Pension Benefit Guaranty Corporation or any successor.

“Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Plan” means an employee pension benefit plan (other than a Multiemployer Plan) to which Section 4021 of ERISA applies and (i) which is maintained for employees

of the Borrower or any member of a Controlled Group or (ii) to which the Borrower or any member of a Controlled Group made, or was required to make, contributions at any time within the preceding five years.

“Property” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

“Rate Hedging Obligations” of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all agreements, devices or arrangements designed to protect at least one of the parties thereto from the fluctuations of interest rates, exchange rates or forward rates applicable to such party’s assets, liabilities or exchange transactions, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and (b) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing.

“Rating Level Change” means a change in the Moody’s Rating or the Standard & Poor’s Rating (other than as a result of a change in the rating system of such rating agency) that results in the change from one Rating Level Period to another, which Rating Level Change shall be effective on the date on which the relevant change in such rating is first announced by Moody’s or Standard & Poor’s, as the case may be.

“Rating Level Period” means a Rating Level 1 Period, a Rating Level 2 Period, a Rating Level 3 Period, a Rating Level 4 Period or a Rating Level 5 Period; provided that:

(i) “Rating Level 1 Period” means a period during which the Moody’s Rating is at or above A3 or the Standard & Poor’s Rating is at or above A-;

(ii) “Rating Level 2 Period” means a period that is not a Rating Level 1 Period during which the Moody’s Rating is Baa1 or the Standards & Poor’s Rating is at or above BBB+;

(iii) “Rating Level 3 Period” means a period that is not a Rating Level 1 Period or a Rating Level 2 Period during which Moody’s Rating is at or above Baa2 or the Standard & Poor’s Rating is at or above BBB;

(iv) “Rating Level 4 Period” means a period that is not a Rating Level 1 Period, a Rating Level 2 Period or a Rating Level 3 Period during which the Moody’s Rating is at or above Baa3 or the Standard & Poor’s Rating is at or above BBB-; and

(v) “Rating Level 5 Period” means a period that is not a Rating Level 1 Period, a Rating Level 2 Period, a Rating Level 3 Period or a Rating Level 4 Period;

and provided further that if the Moody’s Rating and the Standard & Poor’s Rating differ by more than one rating level, then the Rating Level Period shall be one Rating Level Period higher than the Rating Level Period resulting from the application of the lower of such ratings (for which purpose Rating Level Period 1 is the highest Rating Level Period and Rating Level 5 is the lowest Rating Level Period).

“Register” has the meaning set forth in Section 8.06(d).

“Regulations T, U and X” means Regulations T, U and X issued by the Board of Governors of the Federal Reserve System, as from time to time amended.

“Reportable Event” means (i) a reportable event described in Section 4043 of ERISA and regulations thereunder (other than reportable events for which notice has been waived pursuant to PBGC regulations), (ii) a withdrawal by a substantial employer from a Plan to which more than one employer contributes, as referred to in Section 4063(b) of ERISA, or (iii) a cessation of operations at a facility causing more than 20% of Plan participants to be separated from employment, as referred to in Section 4062(e) of ERISA.

“Responsible Officer” means the President, the Controller, the Treasurer or the Chief Financial Officer of the Borrower.

“Solvent” means, with respect to any Person at any time, that (a) the fair value of the Property of such Person is greater than the total amount of liabilities (including without limitation contingent liabilities) of such Person, (b) the present fair saleable value of the Property of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay as such debts and liabilities mature, and (d) such Person is not engaged in a business and is not about to engage in a business for which such Person’s property would constitute an unreasonably small capital.

“Standard & Poor’s” means Standard & Poor’s Ratings Service, presently a division of The McGraw-Hill Companies, Inc., and its successors.

“Standard & Poor’s Rating” means, at any time, the rating of the long-term senior unsecured, non-credit-enhanced debt obligations of the Borrower then outstanding most recently announced by Standard & Poor’s.

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a

majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person; provided that, notwithstanding the foregoing, Piedmont Coca-Cola Bottling Partnership, a Delaware general partnership, shall be deemed to be a Subsidiary of the Borrower so long as the Borrower owns a greater than 50% economic interest therein.

“Taxes” has the meaning set forth in Section 2.14(a).

“Telerate Page 3750” means the display designated as page “3750” on the Bridge Information Service (or such other page as may replace page “3750” on the Dow Jones Markets Service or such other service as may be nominated by the British Bankers’ Association as the information vendor for the purpose of displaying British Bankers’ Association Interest Settlement Rates for Dollar deposits).

“Termination Event” means, with respect to a Plan which is subject to Title IV of ERISA, (a) a Reportable Event, (b) the withdrawal of the Borrower or any other member of the Controlled Group from such Plan during a plan year in which the Borrower or any other member of the Controlled Group was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or was deemed such under any other provision of Title IV of ERISA, (c) the termination of such Plan, the filing of a notice of intent to terminate such Plan or the treatment of an amendment of such Plan as a termination under Section 4041 of ERISA or (d) the institution by the PBGC of proceedings to terminate such Plan, in each case which could reasonably be expected to have a Material Adverse Effect.

“Type” refers to whether an Advance is a Base Rate Advance or a Eurodollar Rate Advance.

“Unfunded Liabilities” means the amount (if any) by which the present value of all vested and unvested accrued benefits under a single employer plan, as defined in Section 4001(a)(15) of ERISA, exceeds the fair market value of assets allocable to such benefits, all determined as of the then most recent valuation date for such Plans using the PBGC actuarial assumptions utilized for purposes of determining the current liability for purposes of such valuation.

“Utilization Fee” has the meaning set forth in Section 2.03(b).

SECTION 1.02. Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to but excluding”.

SECTION 1.03. Accounting Terms.

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Credit Agreement

(a) All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistent with those applied in the preparation of the financial statements referred to in Section 4.01(e).

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, and the Borrower so requests, the Administrative Agent, the Lenders and the Borrower will negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided that until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP as in effect prior to such change therein.

## **ARTICLE 2 AMOUNTS AND TERMS OF THE ADVANCES**

### SECTION 2.01. The Advances.

(a) Each Lender severally agrees, on and subject to the terms and conditions hereinafter set forth, to make advances to the Borrower (each, an "Advance") from time to time on any Business Day during the period from the Closing Date until the Commitment Termination Date in an aggregate amount up to but not exceeding at any one time outstanding the amount set forth under the heading "Commitment" opposite such Lender's name on Schedule I or, if such Lender has entered into an Assignment and Acceptance, set forth for such Lender in the Register (as such amount may be reduced pursuant to Section 2.04 or increased pursuant to Section 2.19, such Lender's "Commitment") and, as to all Lenders, up to but not exceeding at any one time outstanding \$200,000,000 (subject to Section 2.19).

(b) Each Borrowing and each Conversion or Continuation thereof (i) shall be in an aggregate amount not less than \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof and (ii) shall consist of Advances of the same Type (and, if such Advances are Eurodollar Rate Advances, having the same Interest Period) made, Continued or Converted on the same day by the Lenders ratably according to their respective Commitments, except in each case as otherwise provided in Sections 2.08(e) and (f), as applicable.

(c) Within the limits of each Lender's Commitment, the Borrower may from time to time borrow, prepay pursuant to Section 2.10 and reborrow under this Section 2.01.

### SECTION 2.02. Making the Advances.

(a) (i) Each Borrowing shall be made on notice, given not later than 11:00 a.m. (New York City time) on the third Business Day prior to the date of such Borrowing (in the case of a Borrowing consisting of Eurodollar Rate Advances) or given not later than 11:00 a.m. (New York City time) on the Business Day of such Borrowing (in the case of

a Borrowing consisting of Base Rate Advances), by the Borrower to the Administrative Agent, which shall give to each Lender prompt notice thereof.

(ii) Each such notice of a Borrowing (a "Notice of Borrowing") shall be in writing in substantially the form of Exhibit A hereto, specifying therein the requested (i) date of such Borrowing, (ii) Type of Advances comprising such Borrowing, (iii) amount of such Borrowing, and (iv) in the case of a Borrowing consisting of Eurodollar Rate Advances, initial Interest Period for each such Advance.

(iii) Each Lender shall, before 1:00 p.m. (New York City time) on the date of such Borrowing, make available for the account of its Applicable Lending Office to the Administrative Agent at its address referred to in Section 8.02, in same day funds, such Lender's ratable portion of such Borrowing.

(iv) Upon the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article 3, the Administrative Agent will make such funds available to the Borrower at the Administrative Agent's aforesaid address.

(b) Each Notice of Borrowing shall be irrevocable and binding on the Borrower. In the case of any Borrowing which the related Notice of Borrowing specifies is to be comprised of Eurodollar Rate Advances, the Borrower shall indemnify each Lender against any loss, cost or expense (excluding loss of profit) reasonably incurred by such Lender as a result of any failure to make such Borrowing (including, without limitation, as a result of any failure to fulfill, on or before the date specified in such Notice of Borrowing, the applicable conditions set forth in Article 3) and the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Advance to be made by such Lender as part of such Borrowing. A certificate as to the amount of such losses, costs and expenses, submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

(c) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with subsection (a) of this Section 2.02 and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay to the Administrative Agent forthwith on demand (but without duplication) such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent, at (i) in the case of the Borrower, the interest rate applicable at the time to Advances comprising such Borrowing and (ii) in the case of such Lender, the Federal Funds Rate. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's Advance as part of such Borrowing for purposes of this Agreement (and

such Advance shall be deemed to have been made by such Lender on the date on which such amount is so repaid to the Administrative Agent).

(d) The failure of any Lender to make the Advance to be made by it as part of any Borrowing shall not relieve the other Lenders of their obligations hereunder to make an Advance on the date of such Borrowing, and no Lender shall be responsible for the failure of any other Lender to make the Advance to be made by such other Lender on the date of any Borrowing.

SECTION 2.03. Certain Fees.

(a) Facility Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee (the “Facility Fee”) on the average daily amount (whether used or unused) of such Lender’s Commitment from the Closing Date (in the case of each Bank) and from the date of the effectiveness of any Assignment and Acceptance pursuant to which it became a Lender (in the case of each such Lender), in each case until the Commitment Termination Date at a rate per annum equal to the Applicable Facility Fee Rate. The Facility Fee shall be payable quarterly in arrears on the last Business Day of each March, June, September and December and on the Commitment Termination Date, commencing on the last Business Day of March, 2007.

(b) Utilization Fee. For each day on which the aggregate principal amount of Advances outstanding exceeds an amount equal to 50% of the aggregate Commitments, the Borrower agrees to pay to the Administrative Agent for the account of each Lender a utilization fee (the “Utilization Fee”) on the aggregate principal amount of the Advances of such Lender outstanding on such day at a rate per annum equal to the Applicable Utilization Fee Rate. The Utilization Fee shall be payable in respect of each Advance on each date on which interest is payable on such Advance as specified in Section 2.06(a) hereof.

(c) Administrative Agent’s Fee. The Borrower agrees to pay to the Administrative Agent, for the Administrative Agent’s own account, an administrative agency fee at the times and in the amounts heretofore agreed between the Borrower and the Administrative Agent.

SECTION 2.04. Reduction of the Commitments.

(a) The Commitment of each Lender shall be automatically reduced to zero on the Commitment Termination Date.

(b) The Borrower shall have the right, upon at least three Business Days’ notice to the Administrative Agent, to terminate, in whole or reduce ratably in part, the unused portions of the Commitments of the Lenders; provided that the aggregate amount of the Commitments of the Lenders shall not be reduced to an amount which is less than the aggregate principal amount of the Advances then outstanding; and provided further that each partial reduction shall be in an aggregate amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof.



(c) Once reduced or terminated, the Commitments may not be reinstated.

SECTION 2.05. Repayment of Advances. The Borrower shall repay the unpaid principal amount of each Advance made by each Lender, and each Advance made by each Lender shall mature, on the Commitment Termination Date.

SECTION 2.06. Interest.

(a) Ordinary Interest. The Borrower shall pay interest on the unpaid principal amount of each Advance made by each Lender, from the date of such Advance until such principal amount shall be paid in full, at the following rates per annum:

(i) Base Rate Advances. While such Advance is a Base Rate Advance, a rate per annum equal to the Base Rate in effect from time to time plus the Applicable Margin for Base Rate Advances as in effect from time to time, payable quarterly in arrears on the last Business Day of each March, June, September and December and on the date such Base Rate Advance shall be Converted or paid in full.

(ii) Eurodollar Rate Advances. While such Advance is a Eurodollar Rate Advance, a rate per annum for each Interest Period for such Advance equal to the sum of the Eurodollar Rate for such Interest Period plus the Applicable Margin for Eurodollar Rate Advances as in effect from time to time, payable on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day which occurs at three-month intervals after the first day of such Interest Period, and on each date on which such Eurodollar Rate Advance shall be Continued, Converted or paid.

(b) Default Interest. Notwithstanding the foregoing, if any Payment Default shall have occurred and be continuing, the Borrower shall pay interest on:

(i) the unpaid principal amount of each Advance owing to each Lender, payable on demand (and in any event in arrears on the dates referred to in Section 2.06(a)(i) or (a)(ii) above), at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on such Advance pursuant to said Section 2.06(a)(i) or (a)(ii), as applicable; provided that if such Payment Default shall be continuing at the end of any Interest Period for any Eurodollar Rate Advance, such Advance shall forthwith be Converted to a Base Rate Advance bearing interest as aforesaid in this Section 2.06(b)(i); and

(ii) the amount of any interest, fee or other amount payable hereunder that is not paid when due, from the date such amount shall be due until such amount shall be paid in full, payable on demand (and in any event in arrears on the date such amount shall be paid in full), at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on Base Rate Advances pursuant to Section 2.06(a)(i) above.

SECTION 2.07. Additional Interest on Eurodollar Rate Advances. The Borrower shall pay to each Lender additional interest on the unpaid principal amount of each Eurodollar

Rate Advance of such Lender, from the date of such Advance until such principal amount is paid in full, at an interest rate per annum equal at all times to the remainder obtained by subtracting (i) the Eurodollar Rate for each Interest Period for such Advance from (ii) the rate obtained by dividing such Eurodollar Rate by a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage of such Lender for such Interest Period, payable on each date on which interest is payable on such Advance. Such additional interest shall be determined by such Lender and notified to the Borrower through the Administrative Agent.

SECTION 2.08. Interest Rate Determinations; Changes in Rating Systems.

(a) The Administrative Agent shall give prompt notice to the Borrower and the Lenders of the applicable interest rates determined by the Administrative Agent for the purposes of Section 2.06.

(b) If the relevant rates do not appear on Telerate Page 3750, and the Eurodollar Rate cannot be determined on the basis set forth in the second sentence of the definition of "Eurodollar Rate":

(i) the Administrative Agent shall forthwith notify the Borrower and the Lenders that the interest rate cannot be determined for such Eurodollar Rate Advances for such Interest Period,

(ii) each Eurodollar Rate Advance will automatically, on the last day of the then existing Interest Period therefor, Convert into a Base Rate Advance, and

(iii) the obligation of the Lenders to make or Continue, or to Convert Advances into, Eurodollar Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist.

(c) If, with respect to any Eurodollar Rate Advances, the Majority Lenders notify the Administrative Agent that the Eurodollar Rate for any Interest Period for such Advances will not adequately reflect the cost to such Majority Lenders of making, funding or maintaining their respective Eurodollar Rate Advances for such Interest Period, the Administrative Agent shall forthwith so notify the Borrower and the Lenders, whereupon:

(i) each Eurodollar Rate Advance will automatically, on the last day of the then existing Interest Period therefor, Convert into a Base Rate Advance, and

(ii) the obligation of the Lenders to make or Continue, or to Convert Advances into, Eurodollar Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and such Lenders that the circumstances causing such suspension no longer exist.

(d) If the Borrower shall fail to select the duration of any ensuing Interest Period for any outstanding Eurodollar Rate Advances in accordance with the provisions

contained in the definition of "Interest Period" in Section 1.01, the Administrative Agent will forthwith so notify the Borrower and the Lenders and the Borrower will automatically be deemed to have selected an Interest Period of three months therefor.

(e) On the date on which the aggregate unpaid principal amount of Eurodollar Rate Advances comprising any Borrowing shall be reduced, by payment or prepayment or otherwise, to less than \$5,000,000, such Advances shall automatically Convert into Base Rate Advances.

(f) Upon the occurrence and during the continuance of any Event of Default, (x) each Eurodollar Rate Advance shall automatically, on the last day of the then existing Interest Period therefor, Convert into a Base Rate Advance and (y) the obligation of the Lenders to make or Continue, or to Convert Advances into, Eurodollar Rate Advances shall automatically be suspended until such Event of Default shall be cured or waived.

(g) If the rating system of either Moody's or Standard & Poor's shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Administrative Agent (on behalf of the Lenders) shall negotiate in good faith to amend the references to specific ratings in this Agreement to reflect such changed rating system or the non-availability of ratings from such rating agency ( provided that any such amendment to such specific ratings shall not be effective without the approval of the Majority Lenders).

SECTION 2.09. Voluntary Conversion and Continuation of Advances.

(a) Optional Conversion. The Borrower may on any Business Day, upon notice given to the Administrative Agent not later than 11:00 a.m. (New York City time) on the third Business Day prior to the date of the proposed Conversion and subject to the provisions of Sections 2.08 and 2.12, Convert all or any portion of the outstanding Advances of one Type comprising part of the same Borrowing into Advances of the other Type; provided that (i) any Conversion of Base Rate Advances into Eurodollar Rate Advances shall be in an amount not less than the minimum amount specified in Section 2.01(b) and (ii) in the case of any such Conversion of a Eurodollar Rate Advance into a Base Rate Advance on a day other than the last day of an Interest Period therefor, the Borrower shall reimburse the Lenders in respect thereof pursuant to Section 8.04(c). Each such notice of a Conversion shall, within the restrictions specified above, specify (x) the date of such Conversion, (y) the Advances to be Converted, and (z) if such Conversion is into Eurodollar Rate Advances, the duration of the initial Interest Period for each such Advance. Each notice of Conversion shall be irrevocable and binding on the Borrower.

(b) Continuations. The Borrower may, on any Business Day, upon notice given to the Administrative Agent not later than 11:00 a.m. (New York City time) on the third Business Day prior to the date of the proposed Continuation and subject to the provisions of Sections 2.08 and 2.12, Continue all or any portion of the outstanding Eurodollar Rate Advances comprising part of the same Borrowing for one or more Interest Periods; provided that (i) Eurodollar Rate Advances so Continued and having the same Interest Period shall be in an

amount not less than the minimum amount specified in Section 2.01(b) and (ii) in the case of any such Continuation on a day other than the last day of an Interest Period therefor, the Borrower shall reimburse the Lenders in respect thereof pursuant to Section 8.04(c). Each such notice of a Continuation shall, within the restrictions specified above, specify (x) the date of such Continuation, (y) the Eurodollar Rate Advances to be Continued and (y) the duration of the initial Interest Period (or Interest Periods) for the Eurodollar Rate Advances subject to such Continuation. Each notice of Continuation shall be irrevocable and binding on the Borrower.

SECTION 2.10. Prepayments of Advances. The Borrower may, on notice given not later than 11:00 a.m. (New York City time) on the second Business Day prior to the date of the proposed prepayment of Advances (in the case of Eurodollar Rate Advances) or given not later than 11:00 a.m. (New York City time) on the Business Day of the proposed prepayment of Advances (in the case of Base Rate Advances), stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay, without penalty or premium, the outstanding principal amounts of the Advances comprising part of the same Borrowing in whole or ratably in part, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided, however, that (x) each partial prepayment shall be in an aggregate principal amount not less than \$5,000,000 or integral multiples of \$1,000,000 in excess thereof and (y) in the case of any such prepayment of a Eurodollar Rate Advance on a day other than the last day of an Interest Period therefor, the Borrower shall reimburse the Lenders in respect thereof pursuant to Section 8.04(c). The Borrower shall have no right to prepay the Advances except as provided in this Section 2.10 (or as required pursuant to the other provisions of this Agreement).

SECTION 2.11. Increased Costs.

(a) If, due to either (i) the introduction of or any change (other than any change by way of imposition or increase of reserve requirements included in the Eurodollar Rate Reserve Percentage) in or in the interpretation of any law or regulation or (ii) the compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to any Lender of agreeing to make or making, funding or maintaining Eurodollar Rate Advances, then the Borrower shall from time to time, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate as to the amount of such increased cost, prepared in good faith and submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

(b) If any Lender determines that compliance with any law or regulation or any guideline or request from any central bank or other governmental authority (whether or not having the force of law) affects or would affect the amount of capital required or expected to be maintained by such Lender or any corporation controlling such Lender and that the amount of such capital is increased by or based upon the existence of such Lender's commitment to lend hereunder and other commitments of this type, then, upon demand by such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall immediately pay to the

Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender or such corporation in the light of such circumstances, to the extent that such Lender reasonably determines such increase in capital to be allocable to the existence of such Lender's commitment to lend hereunder. A certificate as to such amounts, prepared in good faith and submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

SECTION 2.12. Illegality. Notwithstanding any other provision of this Agreement, if any Lender shall notify the Administrative Agent that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for such Lender or its Eurodollar Lending Office to perform its obligations hereunder to make or Continue Eurodollar Rate Advances or to fund or otherwise maintain Eurodollar Rate Advances hereunder, (i) the obligation of such Lender to make or Continue, or to Convert Advances into, Eurodollar Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist and (ii) each Eurodollar Rate Advance of such Lender shall convert into a Base Rate Advance at the end of the then current Interest Period for such Eurodollar Rate Advance.

SECTION 2.13. Payments and Computations.

(a) The Borrower shall make each payment hereunder without set-off or counterclaim not later than 12:00 noon (New York City time) on the day when due in Dollars to the Administrative Agent at its address referred to in Section 8.02 in same day funds. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal, interest, Facility Fee or Utilization Fee ratably (other than amounts payable pursuant to Section 2.02(b), 2.11, 2.14 or 8.04(c)) to the Lenders for the account of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Lender to such Lender for the account of its Applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 8.06(d), from and after the Closing Date specified in such Assignment and Acceptance, the Administrative Agent shall make all payments hereunder in respect of the interest assigned thereby to the Lender assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such Closing Date directly between themselves.

(b) All computations of interest based on Citibank's base rate shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. All computations of interest based on the Eurodollar Rate or the Federal Funds Rate and of the Facility Fee and the Utilization Fee shall be made by the Administrative Agent, and all computations of interest pursuant to Section 2.07 shall be made by the relevant Lender, on the basis of a year of 360 days, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fee is

payable. Each determination by the Administrative Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) Whenever any payment hereunder would be due on a day other than a Business Day, such due date shall be extended to the next succeeding Business Day, and any such extension of such due date shall in such case be included in the computation of payment of interest, Facility Fee and Utilization Fee, as the case may be; provided, however, that if such extension would cause payment of interest on or principal of Eurodollar Rate Advances to fall due in the next following calendar month, such payment shall be made on the next preceding Business Day.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Lenders hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that the Borrower shall not have so made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the Federal Funds Rate.

#### SECTION 2.14. Taxes.

(a) Any and all payments by the Borrower hereunder shall be made, in accordance with Section 2.13, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, in the case of each Lender and the Administrative Agent, taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Lender or the Administrative Agent (as the case may be) is organized or any political subdivision thereof and, in the case of each Lender, taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction of such Lender's Applicable Lending Office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Lender or the Administrative Agent, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.14) such Lender or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, the Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise

from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement (hereinafter referred to as "Other Taxes").

(c) The Borrower will indemnify each Lender and the Administrative Agent for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.14) paid by such Lender or the Administrative Agent (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Lender or the Administrative Agent (as the case may be) makes written demand therefor. A certificate as to the amount of such Taxes and Other Taxes, submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding (as between the Borrower, the Lenders and the Administrative Agent) for all purposes, absent manifest error.

(d) Within 30 days after the date of any payment of Taxes, the Borrower will furnish to the Administrative Agent, at its address referred to in Section 8.02, the original or a certified copy of a receipt evidencing payment thereof or other proof of payment of such Taxes reasonably satisfactory to the relevant Lender(s). If no Taxes are payable in respect of any payment hereunder, upon the request of the Administrative Agent the Borrower will furnish to the Administrative Agent, at such address, a statement to such effect with respect to each jurisdiction designated by the Administrative Agent.

(e) Each Lender organized under the laws of a jurisdiction outside the United States, on or prior to the date of its execution and delivery of this Agreement (in the case of each Bank) and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender (in the case of each other Lender), and from time to time thereafter if requested in writing by the Borrower (but only so long as such Lender remains lawfully able to do so), shall provide the Borrower with Internal Revenue Service form W-8BEN or W-8ECI, as appropriate, or any successor form prescribed by the Internal Revenue Service, certifying that such Lender is entitled to benefits under an income tax treaty to which the United States is a party which reduces the rate of withholding tax on payments of interest or certifying that the income receivable pursuant to this Agreement is effectively connected with the conduct of a trade or business in the United States. If the form provided by a Lender at the time such Lender first becomes a party to this Agreement indicates a United States interest withholding tax rate in excess of zero, withholding tax at such rate shall be considered excluded from "Taxes" as defined in Section 2.14(a).

(f) For any period with respect to which a Lender has failed to provide the Borrower with the appropriate form described in Section 2.14(e) (other than if such failure is due to a change in law occurring subsequent to the date on which a form originally was required to be provided, or if such form otherwise is not required under the first sentence of subsection (e) above), such Lender shall not be entitled to indemnification under Section 2.14(a) or (c) with respect to Taxes imposed by the United States; provided, however, that should a Lender become subject to Taxes because of its failure to deliver a form required hereunder, the Borrower shall take such steps as the Lender may reasonably request to assist the Lender to recover such Taxes.

(g) Any Lender claiming any additional amounts payable pursuant to this Section 2.14 shall use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Applicable Lending Office(s) if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender.

SECTION 2.15. Set-Off; Sharing of Payments, Etc.

(a) Without limiting any of the obligations of the Borrower or the rights of the Lenders hereunder, if the Borrower shall fail to pay when due (whether at stated maturity, by acceleration or otherwise) any amount payable by it hereunder or under any Note each Lender may, without prior notice to the Borrower (which notice is expressly waived by it to the fullest extent permitted by applicable law), set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final, in any currency, matured or unmatured) and other obligations and liabilities at any time held or owing by such Lender or any branch or agency thereof to or for the credit or account of the Borrower. Each Lender shall promptly provide notice of such set-off to the Borrower, provided that failure by such Lender to provide such notice shall not affect the validity of such set-off and application.

(b) If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the Advances made by it (other than pursuant to Section 2.02(b), 2.11, 2.14 or 8.04(c)) in excess of its ratable share of payments on account of the Advances obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in the Advances made by them or make such other adjustments as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 2.15 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

SECTION 2.16. Right to Replace a Lender. If the Borrower is required to make any additional payment pursuant to Section 2.11 or 2.14 to any Lender or if any Lender's obligation to make or Continue, or to Convert Advances into, Eurodollar Rate Advances shall be suspended pursuant to Section 2.12 (in each case, such Lender being an "Affected Person"), the Borrower may elect, if such amounts continue to be charged or such suspension is still effective, to replace such Affected Person as a party to this Agreement; provided that, no Default or Event of Default shall have occurred and be continuing at the time of such replacement; and provided further that, concurrently with such replacement, (i) another financial institution which is an



Eligible Assignee and is reasonably satisfactory to the Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash the Advances of the Affected Person pursuant to an Assignment and Acceptance and to become a Lender for all purposes under this Agreement and to assume all obligations (including all outstanding Advances) of the Affected Person to be terminated as of such date and to comply with the requirements of Section 8.06 applicable to assignments, and (ii) the Borrower shall pay to such Affected Person in same day funds on the day of such replacement all accrued interest, accrued fees and other amounts then owing to such Affected Person by the Borrower hereunder to and including the date of termination, including without limitation payments due such Affected Person under Section 2.11 and 2.14.

SECTION 2.17. Evidence of Indebtedness.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Advance made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Administrative Agent shall maintain accounts in which it shall record (i) the date, amount, Type, interest rate and duration of Interest Period (if applicable) of each Advance made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) The entries made in the accounts maintained pursuant to clause (a) or (b) of this Section 2.17 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Advances in accordance with the terms of this Agreement.

(d) Any Lender may request that its Advances be evidenced by a promissory note. In such event, the Borrower will promptly prepare, execute and deliver to such Lender a promissory note (a "Note") payable to the order of such Lender, in a form approved by the Administrative Agent, in a principal amount equal to the amount of such Lender's Commitment and otherwise duly completed.

SECTION 2.18. Extension of Commitments.

(a) The Borrower may, not earlier than 90 days and not later than 60 days before the Commitment Termination Date, by notice to the Administrative Agent request that the Commitment Termination Date then in effect (the "Existing Commitment Termination Date") be extended to the date 364 days after the Existing Commitment Termination Date. The Administrative Agent shall promptly notify the Lenders of such request. The Borrower may make this extension request only once.

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(b) Each Lender, in its sole discretion, shall, by notice to the Administrative Agent given not more than 60 nor less than 50 days before the Existing Commitment Termination Date, advise the Administrative Agent whether or not such Lender agrees to such extension. A Lender that determines not to so extend its Commitment shall so notify the Administrative Agent promptly after making such determination and is herein called a “Non-Extending Lender”. If a Lender does not give timely notice to the Administrative Agent of whether or not such Lender agrees to such extension, it shall be deemed to be a Non-Extending Lender.

(c) The Administrative Agent shall notify the Borrower of each Lender’s determination on or before the date 45 days before the Existing Commitment Termination Date.

(d) If and only if (i) the total of the Commitments of Lenders that have agreed to extend their Commitments as herein provided is more than 75% of the aggregate amount of the Commitments in effect immediately prior to the Existing Commitment Termination Date, and (ii) immediately prior to the Existing Commitment Termination Date no Default has occurred and is continuing and the representations and warranties of the Borrower set forth in Section 4.01 shall be true and correct in all material respects on and as of the Existing Commitment Termination Date as though made on and as of such date (unless expressly stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), then effective on the Existing Commitment Termination Date the Commitment Termination Date shall be extended to the date 364 days after the Existing Commitment Termination Date (or, if such day is not a Business Day, the immediately preceding Business Day) which date shall thereafter be the Commitment Termination Date, provided that the Commitment of each Non-Extending Lender shall in any event terminate on the Existing Commitment Termination Date and the Borrower shall pay in full on the Existing Termination Date all amounts payable to each Non-Extending Lender hereunder.

SECTION 2.19. Increase of Commitments.

(a) The Borrower shall have the right at any time after the Closing Date to increase the aggregate Commitments hereunder in accordance with the following provisions and subject to the following conditions:

(i) The Borrower shall give the Administrative Agent, which shall promptly deliver a copy thereof to each of the Lenders, at least 20 Business Days’ prior written notice (a “Notice of Increase”) of any such requested increase specifying the aggregate amount by which the Commitments are to be increased (the “Requested Increase Amount”), which shall be at least \$10,000,000, and the requested date of increase (the “Requested Increase Date”). Each Lender shall have the right, but no obligation whatsoever, by written notice to the Borrower through the Administrative Agent not less than 10 Business Days after the date of said Notice of Increase, to offer to increase its Commitment by an amount specified by such Lender, which shall not be less than \$1,000,000 and shall not exceed the Requested Increase Amount. Any Lender that so offers to increase its Commitment is herein called an “Increasing Lender”. Any Lender

that does not so offer within such time shall be deemed to have declined to increase its Commitment.

(ii) If the aggregate amount of the increases offered pursuant to sub-clause (i) above exceeds the Requested Increase Amount, the increase shall be allocated ratably among the Increasing Lenders.

(iii) If the aggregate amount of the increases offered pursuant to sub-clause (i) above is less than the Requested Increase Amount, the Borrower may, through the Administrative Agent, offer the balance of the Requested Increase Amount to one or more other financial institutions, each of which must be reasonably satisfactory to the Administrative Agent; provided, that the Commitment to be acquired hereunder by any such other financial institution shall not be less than \$1,000,000. Any such other financial institution that agrees to acquire a Commitment pursuant hereto is herein called an “ Additional Lender”.

(iv) Effective on the Requested Increase Date, subject to the terms and conditions hereof, (x) Schedule I shall be deemed amended to reflect the increases contemplated hereby, (y) the Commitment of each Increasing Lender shall be increased by the amount determined pursuant to sub-clauses (i) and (ii) above, and (z) each Additional Lender shall enter into an agreement in form and substance satisfactory to the Borrower and the Administrative Agent pursuant to which it shall undertake, as of such Requested Increase Date, a new Commitment in the amount determined pursuant to sub-clause (iii) above, and such Additional Lender shall thereupon be deemed to be a Lender for all purposes of this Agreement. Each Additional Lender may request a Note in accordance with Section 2.17(d).

(v) If on the Requested Increase Date there are Advances outstanding hereunder, appropriate adjustments shall be made (by the making of Advances by the Increasing Lenders and the Additional Lenders and/or the prepayment of outstanding Advances) as necessary to cause the outstanding Advances to be held ratably by all Lenders.

(vi) The Borrower may not exercise its rights under this Section 2.19 more than once in each successive annual period commencing on the Closing Date.

(b) Anything in this Section 2.19 to the contrary notwithstanding, no increase in the aggregate Commitments hereunder pursuant to this Section shall be effective unless:

(i) as of the date of the relevant Notice of Increase and on the relevant Requested Increase Date and after giving effect to such increase, (x) no Default or Event of Default shall have occurred and be continuing and (y) the representations and warranties of the Borrower in Article 4 (subject to updating in the case of Sections 4.01(n) and 4.01(o)) shall be true and correct in all material respects as if made on and as of such date (unless expressly stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);

- (ii) on and as of the date of the relevant Notice of Increase and on the relevant Requested Increase Date and after giving effect to such increase, the Moody's Rating and the S&P Rating shall be at least equal to Baa3 and BBB- respectively;
- (iii) the Borrower shall not previously have reduced the Commitments under Section 2.04; and
- (iv) after giving effect to any such increase the aggregate amount of the Commitments shall not exceed \$300,000,000.

**ARTICLE 3  
CONDITIONS OF LENDING**

SECTION 3.01. Conditions Precedent to Initial Borrowing. This Agreement (and the amendment and restatement of the Existing Credit Agreement to be effected hereby) and the obligation of each Lender to make an Advance on the occasion of the initial Borrowing shall not become effective until the date on which the Administrative Agent shall have received executed counterparts of this Agreement by each of the parties hereto and each of the following on or before April 6, 2007, each (unless otherwise specified below) dated the Closing Date, in form and substance satisfactory to the Administrative Agent and (except for the items in clauses (a), (b) and (c)) in sufficient copies for each Lender:

- (a) Certified copies of (x) the certificate of incorporation and by-laws of the Borrower, (y) the resolutions of the Board of Directors of the Borrower authorizing the making and performance by the Borrower of this Agreement and the transactions contemplated hereby, and (z) documents evidencing all other necessary corporate action and governmental approvals, if any, with respect to this Agreement.
- (b) A certificate of the Secretary or an Assistant Secretary of the Borrower certifying the names and true signatures of the officers of the Borrower authorized to sign this Agreement and the other documents to be delivered hereunder.
- (c) A certificate from the Secretary of State of the State of Delaware dated a date reasonably close to the Closing Date as to the good standing of and certificate of incorporation filed by the Borrower.
- (d) A favorable opinion of Kennedy Covington Lobdell & Hickman, L.L.P., special counsel to the Borrower, substantially in the form of Exhibit C hereto.
- (e) A favorable opinion of Milbank, Tweed, Hadley & McCloy LLP, special New York counsel to the Administrative Agent, substantially in the form of Exhibit D hereto.
- (f) A certificate of a Responsible Officer of the Borrower certifying that (i) no Default or Event of Default as of the date thereof has occurred and is continuing, and

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(ii) the representations and warranties contained in Section 4.01 are true and correct on and as of the date thereof as if made on and as of such date.

(g) Evidence that all principal, interest and other amounts owing by the Borrower under or in respect of the Existing Credit Agreement shall have been (or shall simultaneously be) paid in full and all commitments to extend credit thereunder of any Lender (as defined therein) thereunder that is not a Bank hereunder shall have been terminated, in each case in a manner satisfactory to the Administrative Agent.

(h) Notes, payable to the order of the respective Lenders that have requested the same prior to the Closing Date, duly completed and executed.

(i) Such other documents relating to this Agreement and the transactions contemplated hereby as the Administrative Agent or any Lender through the Administrative Agent may reasonably request.

SECTION 3.02. Conditions Precedent to Each Borrowing. The obligation of each Lender to make an Advance on the occasion of each Borrowing (including without limitation the initial Borrowing) shall be subject to the further conditions precedent that on the date of such Borrowing the following statements shall be true (and each of the giving of the applicable Notice of Borrowing and the acceptance by the Borrower of the proceeds of such Borrowing shall constitute a representation and warranty by the Borrower that on the date of such Borrowing such statements are true):

(a) the representations and warranties contained in Section 4.01 (excluding, in the case of any Borrowing after the initial Borrowing, the Excluded Representations) are true and correct in all material respects on and as of the date of such Borrowing, before and after giving effect to such Borrowing and to the application of the proceeds therefrom, as though made on and as of such date (unless expressly stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); and

(b) No Default or Event of Default has occurred and is continuing, or would result from such Borrowing or from the application of the proceeds thereof.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

SECTION 4.01. Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) The Borrower and each of its Material Subsidiaries (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) is duly qualified and in good standing in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be

licensed and where, in each case, failure so to qualify and be in good standing could have a Material Adverse Effect and (iii) has all requisite power and authority to own or lease and operate its Property and to carry on its business as now conducted and as proposed to be conducted.

(b) The making and performance by the Borrower of this Agreement are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action, and do not violate (i) any provision of the Borrower's certificate of incorporation or by-laws, (ii) any agreement, indenture or other contractual restriction binding on the Borrower, (iii) any law, rule or regulation (including, without limitation, the Securities Act of 1933 and the Exchange Act and the regulations thereunder, and Regulations T, U or X), or (iv) any order, writ, judgment, injunction, decree, determination or award binding on the Borrower. The Borrower is not in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any contractual restriction binding upon it, except for such violation or breach which would not have a Material Adverse Effect.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required (other than those which have been obtained) for the making and performance by the Borrower of this Agreement or for the legality, validity, binding effect or enforceability thereof.

(d) This Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of this Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (ii) concepts of materiality, reasonableness, good faith and fair dealing.

(e) (i) The consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as at January 1, 2006, and the related consolidated statements of operations, cash flows and changes in stockholders' equity for the fiscal year ended on such date, audited by Pricewaterhouse Coopers L.L.P., copies of which have heretofore been furnished to each Lender, are complete and correct in all material respects and present fairly the consolidated financial condition of the Borrower and its Consolidated Subsidiaries as of such date, and the consolidated results of their operations, cash flows and changes in stockholders' equity for the fiscal year then ended.

(ii) All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP for the periods involved.

(iii) As of the date hereof, neither the Borrower nor any of its Consolidated Subsidiaries has any material Contingent Obligation or liability for taxes, long-term lease

or unusual forward or long-term commitment which is not reflected herein or in the schedules and exhibits hereto or in the foregoing financial statements or in the notes thereto.

(f) Since January 1, 2006, no Material Adverse Change has occurred.

(g) Except as disclosed in Schedule III, no litigation, investigation or proceeding of or before any court or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against the Borrower or any of its Material Subsidiaries or against any of its or their respective Property or revenues (i) with respect to this Agreement or the Notes or any of the transactions contemplated hereby or (ii) which, in the reasonable judgment of the Borrower, would have a Material Adverse Effect.

(h) The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Advance will be used for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, or for any purpose that violates or would be inconsistent with the provisions of Regulations T, U and X.

(i) The Borrower is not an "investment company", or a Person "controlled by" an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

(j) All information that has been made available by the Borrower or any of its representatives to the Administrative Agent or any Lender in connection with the negotiation of this Agreement was, on or as of the dates on which such information was made available, complete and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a fact necessary to make the statements contained therein not misleading in light of the time and circumstances under which such statements were made.

(k) A copy of the most recent Annual Report (5500 Series Form), including all attachments thereto, filed with the Internal Revenue Service for each Plan, has been provided to the Administrative Agent and fairly presents the funding status of each Plan as of the date of each such Annual Report. There has been no deterioration in any single Plan's funding status, or, collectively, all of the Plan's funding status since the date of such Annual Report that could reasonably be expected to have a Material Adverse Effect. The Borrower has provided the Administrative Agent with a list of all Plans and Multiemployer Plans and all available information with respect to direct, indirect, or potential withdrawal liability to any Multiemployer Plan of the Borrower or any member of a Controlled Group.

(l) The Borrower and each of its Material Subsidiaries is in compliance with all laws, statutes, rules, regulations and orders binding on or applicable to the Borrower or such Material Subsidiary (including, without limitation, ERISA and all Environmental

Laws) and all of their respective Property, subject to the possible implications of the litigation and proceedings described in Schedule III and except to the extent failure to so comply could not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect.

(m) Each of the Borrower and its Subsidiaries has filed or caused to be filed all tax returns which to the knowledge of the Borrower are required to be filed and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its Property and all other taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Borrower or its Subsidiaries, as the case may be, or those the failure to pay which, in the aggregate, would not have a Material Adverse Effect); and (i) no tax liens have been filed and (ii) to the knowledge of the Borrower, no claims are being asserted with respect to any such taxes, fees or other charges, which, either individually or in the aggregate, are in excess of \$1,000,000, other than as disclosed in Schedule III.

(n) Schedule IV contains an accurate list of all of the presently existing Subsidiaries and Material Subsidiaries, setting forth their respective jurisdictions of incorporation and the percentage of their respective outstanding capital stock or other equity interests owned by the Borrower or other Subsidiaries and all of the issued and outstanding shares of capital stock or other equity interests of the Subsidiaries have been duly authorized and issued and are fully paid and non-assessable.

(o) The agreements identified on Schedule V (the "Material Agreements") are all of the material business contracts (other than purchase and sales agreements and credit agreements) to which the Borrower or any Material Subsidiary is a party; each Material Agreement is in full force and effect; and the Borrower and its Material Subsidiaries are in material compliance with the terms and provisions applicable to them contained in the Material Agreements.

(p) The Borrower is, and immediately after the making of each Borrowing will be, Solvent.

## **ARTICLE 5 COVENANTS OF THE BORROWER**

SECTION 5.01. Covenants. So long as any Commitment shall remain in effect and until payment in full of all amounts payable by the Borrower hereunder, unless the Majority Lenders shall otherwise consent in writing:

(a) Financial Statements. The Borrower will furnish to each Lender:

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(i) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, copies of the consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such year and of the related consolidated statements of operations, cash flows and changes in stockholders' equity for such year, setting forth in each case in comparative form the figures for the previous year, certified without qualification arising out of the scope of the audit, by independent certified public accountants of nationally recognized standing;

(ii) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, copies of the unaudited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such quarter and of the related unaudited consolidated statements of operations, cash flows and changes in stockholders' equity of the Borrower and its Consolidated Subsidiaries for such quarterly period and the portion of the fiscal year through such date, setting forth in each case in comparative form figures for the previous year, certified by a Responsible Officer (subject to normal year-end audit adjustments);

(iii) concurrently with the delivery of the financial statements referred to in clauses (i) and (ii) above, a Compliance Certificate;

(iv) promptly upon the filing thereof, copies of all registration statements and annual, quarterly or other regular reports which the Borrower files with the Securities and Exchange Commission; and

(v) such other information relating to the Borrower and its Subsidiaries as the Administrative Agent or any Lender may from time to time reasonably request.

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except as approved by such accountants or officer, as the case may be, and disclosed therein).

(b) Use of Proceeds. The Borrower will, and will cause each Subsidiary to, use the proceeds of the Advances solely for its general corporate purposes; provided that neither the Administrative Agent nor any Lender shall have any responsibility as to the use of any such proceeds.

(c) Certain Notices.

(1) The Borrower will give notice in writing to the Administrative Agent and the Lenders of (i) the occurrence of any Default or Event of Default and (ii) any change in the rating of the long-term senior unsecured non-credit-enhanced debt obligations of the Borrower by Moody's or Standard & Poor's, each such notice to be given promptly and in any event within five days after occurrence thereof.

(2) Promptly after the Borrower, any member of a Controlled Group or any administrator of a Plan:

(i) receives the notification referred to in clauses (i), (iv) or (vii) of Section 6.01(h),

(ii) has knowledge of (A) the occurrence of a Reportable Event with respect to a Plan; (B) any event which has occurred or any action which has been taken to amend or terminate a Plan as referred to in clauses (ii) and (vi) of Section 6.01(h); (C) any event which has occurred or any action which has been taken which could result in complete withdrawal, partial withdrawal, or secondary liability for withdrawal liability payments with respect to a Multiemployer Plan as referred to in clause (vii) of Section 6.01(h); or (D) any action which has been taken in furtherance of, any agreement which has been entered into for, or any petition which has been filed with a United States district court for, the appointment of a trustee for a Plan as referred to in clause (iii) of Section 6.01(h), or

(iii) files a notice of intent to terminate a Plan with the Internal Revenue Service or the PBGC; or files with the Internal Revenue Service a request pursuant to Section 412(d) of the Code for a variance from the minimum funding standard for a Plan; or files a return with the Internal Revenue Service with respect to the tax imposed under Section 4971(a) of the Code for failure to meet the minimum funding standards established under Section 412 of the Code for a Plan,

the Borrower will furnish to the Administrative Agent a copy of any notice received, request or petition filed and agreement entered into; the most recent Annual Report (Form 5500 Series) and attachments thereto for the Plan; the most recent actuarial report for the Plan; any notice, return or materials required to be filed with the Internal Revenue Service in connection with the event, action or filing; and a written statement of a Responsible Officer describing the event or the action taken and the reasons therefor.

(d) Conduct of Business. The Borrower will, and will cause each Material Subsidiary to, do all things necessary (if applicable) to remain duly incorporated, validly existing and in good standing as a domestic corporation in its jurisdiction of incorporation and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted except where such failure to remain in good standing or to maintain such authority may not reasonably be expected to have a Material Adverse Effect. The Borrower will continue to engage in its business substantially as conducted on the Closing Date, and, except where such failure may not reasonably be expected to have a Material Adverse Effect, will cause its Subsidiaries to continue to engage in their business substantially as conducted on the Closing Date.

(e) Taxes. The Borrower will, and will cause each Subsidiary to, pay when due all material taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside.

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(f) Insurance. The Borrower will, and will cause each Material Subsidiary to, maintain with financially sound and reputable insurance companies insurance on all or substantially all of its Property, in such amounts and covering such risks as is consistent with sound business practice for Persons in substantially the same industry as the Borrower or such Subsidiary, and the Borrower will furnish to any Lender upon request full information as to the insurance carried.

(g) Compliance with Laws. The Borrower will, and will cause each Subsidiary to, comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject (including ERISA and applicable Environmental Laws), except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Properties. The Borrower will, and will cause each Material Subsidiary to, do all things necessary to maintain, preserve, protect and keep its Property in good repair, working order and condition, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times, except where the failure to so maintain, preserve, protect and repair could not reasonably be expected to have a Material Adverse Effect.

(i) Inspection. The Borrower will, and will cause each Subsidiary to, permit the Administrative Agent and the Lenders (coordinated through the Administrative Agent), at their sole cost and expense (except that if an Event of Default has occurred and is continuing, the Borrower will indemnify the Administrative Agent and the Lenders against such cost and expense), to inspect any of the Property, corporate books and financial records of the Borrower and such Subsidiary, to examine and make copies of the books of account and other financial records of the Borrower and each Subsidiary, and to discuss the affairs, finances and accounts of the Borrower and each Subsidiary with, and to be advised as to the same by, their respective officers upon reasonable notice and at such reasonable times during the Borrower's normal business hours and intervals as the Lenders may designate.

(j) Merger. The Borrower will not, and will not permit any Material Subsidiary to, merge or consolidate with or into any other Person, except that (a) a Material Subsidiary may merge into the Borrower or another Material Subsidiary and (b) the Borrower or any Material Subsidiary may merge or consolidate with any other Person, provided that (1) in the case of such a merger or consolidation involving the Borrower, the Borrower shall be the continuing or surviving corporation and (2) in the case of such a merger or consolidation involving a Material Subsidiary, a Material Subsidiary shall be the continuing or surviving corporation, provided further that nothing herein shall be deemed to prohibit a merger or consolidation by a Subsidiary with or into another Person (other than the Borrower) in connection with an exchange of bottling territories permitted under Sections 5.01(m)(ix) and 5.01(n)(vii), and provided further that in each case, prior to and after giving effect to any such merger or consolidation, no Default or Event of Default shall exist.

(k) Preservation of Material Agreements. Except in connection with dispositions of assets or other transactions permitted by this Agreement, the Borrower will, and

will cause its Subsidiaries to, use commercially reasonable efforts to maintain in full force and effect all material agreements necessary for the conduct of the Borrower's business, except where such failure to so use such commercially reasonable efforts could not reasonably be expected to have a Material Adverse Effect.

(l) Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, or suffer to exist any Lien in or on the Property of the Borrower or any of its Subsidiaries, whether now owned or hereafter acquired, except:

(i) the existing Liens listed in Schedule II hereto and other Liens existing on the Closing Date securing an obligation in an amount, in the case of each such obligation, of less than \$5,000,000 (and extension, renewal and replacement Liens upon the same Property previously subject to such an existing Lien, provided the amount secured by each Lien constituting such an extension, renewal or replacement Lien shall not exceed the amount secured by the Lien previously existing);

(ii) Liens arising from taxes, assessments, or claims described in Section 5.01(o) hereof that are not yet due or that remain payable without penalty or to the extent permitted to remain unpaid under the proviso to such Section 5.01(o);

(iii) deposits or pledges to secure worker's compensation, unemployment insurance, old age benefits or other social security obligations, or in connection with or to secure the performance of bids, tenders, trade contracts or leases, or to secure statutory obligations, or stay, surety or appeal bonds, or other pledges or deposits of like nature and all in the ordinary course of business;

(iv) Liens on Property securing all or part of the purchase price thereof (including without limitation Liens in respect of leases of personal or real Property) and Liens (whether or not assumed) existing in Property at the time of purchase thereof by the Borrower or a Subsidiary, as the case may be (and extension, renewal and replacement Liens upon the same property previously subject to a Lien described in this clause (iv), provided the amount secured by each Lien constituting such extension, renewal or replacement shall not exceed the amount secured by the Lien previously existing), provided that each such Lien is confined solely to the Property so purchased, improvements thereto and proceeds thereof;

(v) Liens resulting from progress payments or partial payments under United States Government contracts or subcontracts thereunder;

(vi) Liens arising from legal proceedings, so long as such proceedings are being contested in good faith by appropriate proceedings diligently conducted and execution is stayed on all judgments resulting from any such proceedings;

(vii) zoning restrictions, easements, minor restrictions on the use of real property, minor irregularities in title thereto and other minor Liens that do not in the

aggregate materially detract from the value of a Property to, or materially impair its use in the business of, the Borrower or such Subsidiary; and

(viii) other Liens securing Indebtedness in an aggregate amount, as to all Liens under this clause (viii), not exceeding \$50,000,000 at any time outstanding.

(m) Investments. The Borrower will not, and will not permit any Subsidiary to, at any time purchase, acquire or own any stock, bonds, notes or other securities of, or any partnership or other interest in, or make any capital contribution to, any other Person (any of the foregoing being referred to in this clause (m) as an "investment"), except:

- (i) investments, in addition to those otherwise permitted hereunder, listed on Schedule VI;
- (ii) investments in Subsidiaries (subject to Section 5.01(m)(xii)) and investments in any cooperative providing bottling, canning or other productive goods or services to the Borrower or any Subsidiary;
- (iii) investments in obligations backed by the full faith and credit of the United States of America;
- (iv) investments in certificates of deposit issued (i) by any of the Lenders, or (ii) by any bank or by United States or Canadian commercial banks having shareholders' equity of at least \$500,000,000 and whose long term obligations are rated "AA" or "Aa" by Standard & Poor's or Moody's, respectively;
- (v) investments in commercial paper or corporate promissory notes maturing, or which may be redeemed by the holder, not more than six months after the date of acquisition and rated "A-1" by Standard & Poor's Corporation or "P-1" by Moody's;
- (vi) investments in repurchase agreements held in safekeeping at substantial repositories and secured by investments of the kind listed in clauses (iii), (iv) and (v) above;
- (vii) investments in time deposits denominated in Dollars in commercial banks (including branch offices of United States banks) located in Western Europe and having shareholders' equity of at least \$500,000,000;
- (viii) investments in assets, franchises and businesses after the Closing Date, the result of which does not cause the Borrower to violate any term of this Section 5.01, and as to which in the case of each such investment, the chief financial officer of the Borrower shall have sent to each Bank a certificate certifying that the acquisition is permitted hereunder including this clause (m), and in the event that the purchase price of any soft drink bottling assets, franchises and business acquired singly or as a group exceeds \$50,000,000 shall have sent to each Lender a copy of audited and/or unaudited

financial statements for the most recently completed fiscal year and interim period relating to the assets, franchises and businesses acquired;

(ix) investments in Persons, assets, franchises and businesses after the Closing Date in connection with an exchange of bottling territories; provided that on a pro forma basis after giving effect to each such investment (including without limitation giving effect to Acquisition Cash Flow for the relevant period) and the related disposition of bottling territories by the Borrower or its Subsidiaries, the Borrower remains in compliance with the covenants set forth in Sections 5.01(q) and (r);

(x) investments in wholly-owned Subsidiaries formed for the purpose of making investments permitted hereunder;

(xi) other investments not exceeding \$5,000,000 in the aggregate at any time for the Borrower and all Subsidiaries; and

(xii) investments in Consolidated Subsidiaries created or acquired after the Closing Date up to but not exceeding \$50,000,000 in any fiscal year of the Borrower;

provided that anything herein to the contrary notwithstanding, the Borrower will not, and will not permit its Subsidiaries to, acquire controlling interests in any Person or Persons whose principal business is outside the beverage industry if the aggregate consideration paid in respect of all such acquisitions after the Closing Date would exceed \$125,000,000.

(n) Asset Dispositions. The Borrower will not, and will not permit any Subsidiary to, sell, convey, assign, abandon or otherwise transfer or dispose of, voluntarily or involuntarily (any of the foregoing being referred to in this clause (n) as a “transaction” and any series of related transactions constituting but a single transaction), any of its Property, tangible or intangible, except:

(i) transactions (including sales of trucks, vending machines and other equipment) in the ordinary course of business;

(ii) transactions between Consolidated Subsidiaries or between the Borrower and Consolidated Subsidiaries;

(iii) any sale of real property not used in the current operations of the Borrower, provided that the aggregate proceeds of sales pursuant to this clause (iii) shall not exceed \$25,000,000 in any fiscal year of the Borrower;

(iv) other sales, conveyances, assignments or other transfers or dispositions in immediate exchange for cash or tangible assets, subject to prior approval in each case by the Majority Lenders;

(v) other sales, conveyances, assignments or other transfers or dispositions that do not in the aggregate exceed \$10,000,000 in any fiscal year of the Borrower;

(vi) the sale for cash of any and all accounts receivable in a face amount not to exceed \$50,000,000;

(vii) dispositions of Persons, assets, franchises and businesses after the Closing Date in connection with an exchange of bottling territories; provided that on a pro forma basis after giving effect to any such disposition and the related acquisition of bottling territories by the Borrower or its Subsidiaries, the Borrower remains in compliance with the covenants set forth in Sections 5.01(q) and (r); and

(viii) transfers or dispositions for cash, other than as provided by clauses (i) through (vii) above, if on the date of the consummation thereof, if such date is prior to the Commitment Termination Date, the Commitments are permanently reduced on such date by the amount equal to the cash proceeds of such transfers or dispositions less the amount of transaction costs and income taxes incurred by the Borrower or one of its Subsidiaries in connection with such transfer or disposition.

(o) Payment of Claims. The Borrower will, and will cause each Subsidiary to, pay or discharge any of the following described taxes, assessments, charges, levies, claims and liabilities which are material to the Borrower and its Subsidiaries when taken as a whole:

(i) on or prior to the date on which penalties attach thereto, all taxes, assessments and other governmental charges or levies imposed upon it or any of its Property or income;

(ii) on or prior to the date when due, all lawful claims of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons which, if unpaid, might result in the creation of a Lien upon any such Property; and

(iii) on or prior to the date when due, all other lawful claims which, if unpaid, might result in the creation of a Lien upon any such Property (other than Liens not forbidden by Section 5.01(l) hereof) or which, if unpaid, might give rise to a claim entitled to priority over general creditors of the Borrower or such Subsidiary in a case under Title 11 (Bankruptcy) of the United States Code, as amended, or in any insolvency proceeding or dissolution or winding-up involving the Borrower or such Subsidiary;

provided that unless and until foreclosure, distraint, levy, sale or similar proceedings shall have been commenced, the Borrower or such Subsidiary need not pay or discharge any such tax, assessment, charge, levy, claim or current liability so long as the validity thereof is contested in good faith and by appropriate proceedings diligently conducted and so long as such reserves or other appropriate provisions as may be required by GAAP shall have been made therefor and so long as such failure to pay or discharge does not have a Material Adverse Effect.

(p) Subsidiary Debt. Except as disclosed in Schedule VIII, the Borrower will not permit any Subsidiary to incur or permit to exist any Indebtedness except (i) Indebtedness to the Borrower or another Subsidiary and (ii) other Indebtedness in an aggregate amount not exceeding \$5,000,000 at any time outstanding.

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(q) Consolidated Cash Flow/Fixed Charges Ratio. The Borrower will not permit the Consolidated Cash Flow/Fixed Charges Ratio, as determined quarterly as of the last day of each fiscal quarter of the Borrower (and treating such fiscal quarter as having been completed), to be less than 1.5 to 1.

(r) Consolidated Funded Indebtedness/Cash Flow Ratio. The Borrower will not permit the Consolidated Funded Indebtedness/Cash Flow Ratio, as determined quarterly as of the last day of each fiscal quarter of the Borrower (and treating such fiscal quarter as having been completed), to exceed 6.0 to 1.

(s) Contingent Obligations. The Borrower will not, and will not permit its Subsidiaries to, incur Contingent Obligations in respect of Indebtedness of any Person in excess of \$100,000,000 in the aggregate at any time (excluding Contingent Obligations existing on the date hereof and disclosed in Schedule VII).

## **ARTICLE 6 EVENTS OF DEFAULT**

SECTION 6.01. Events of Default. If any of the following events (“Events of Default”) shall occur and be continuing:

(a) The Borrower shall fail to pay any principal of any Advance when the same becomes due and payable; or the Borrower shall fail to pay any interest on any Advance or any Facility Fee or Utilization Fee or any other amount payable hereunder when due and such failure remains unremedied for three Business Days; or

(b) Any representation or warranty made by the Borrower herein or by the Borrower (or any of its officers) in any certificate delivered in connection with this Agreement shall prove to have been incorrect in any material respect when made or deemed made; or

(c) (i) The Borrower shall fail to perform or observe any term, covenant or agreement contained in Sections 5.01(b), (c)(1), (j), (q) or (r), (ii) the Borrower shall fail to perform or observe the covenant contained in Section 5.01(a) and such failure remains unremedied for five Business Days or (iii) Borrower shall fail to perform or observe any other term, covenant or agreement contained in this Agreement on its part to be performed or observed, and such failure, in the case of this clause (iii), remains unremedied for 30 days after notice thereof shall have been given to the Borrower by the Administrative Agent; or

(d) The Borrower or any of its Subsidiaries shall fail to pay any principal of or interest on any other Indebtedness which is outstanding in an aggregate principal amount of at least \$25,000,000, or its equivalent in other currencies (in this clause (d) called “Material Indebtedness”), in the aggregate when the same becomes due and payable



(whether at scheduled maturity, by required prepayment, acceleration, demand or otherwise); or any other event shall occur or condition shall exist under any agreement or instrument relating to any Material Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Material Indebtedness, or to require the same to be prepaid or defeased (other than by a regularly required payment); or

(e) The Borrower or any of its Subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Borrower or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its Property and such proceeding shall remain undismissed or unstayed for a period of 60 days; or the Borrower or any of its Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (e); or

(f) (i) The Borrower or any of its Subsidiaries shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition with respect to it or its debts under any such law, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its Property, or the Borrower or any of its Subsidiaries shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Borrower or any of its Subsidiaries any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 90 days; or (iii) there shall be commenced against the Borrower or any of its Subsidiaries any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its Property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Borrower or any of its Subsidiaries shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above;

(g) A Change in Control shall occur; or

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(h) The Majority Lenders shall determine in good faith (which determination shall be conclusive) that the potential liabilities associated with the events set forth in clauses (i) through (vii) below, individually or in the aggregate, could have a Material Adverse Effect:

(i) The PBGC notifies a Plan pursuant to Section 4042 of ERISA by service of a complaint, threat of filing a law suit or otherwise of its determination that an event described in Section 4042(a) of ERISA has occurred, a Plan should be terminated or a trustee should be appointed for a Plan; or

(ii) Any action is taken to terminate a Plan pursuant to its provisions or the plan administrator files with the PBGC a notice of intent to terminate a Plan in accordance with Section 4041 of ERISA; or

(iii) Any action is taken by a plan administrator to have a trustee appointed for a Plan pursuant to Section 4042 of ERISA; or

(iv) A return is filed with the Internal Revenue Service, or a Plan is notified by the Secretary of the Treasury that a notice of deficiency under Section 6212 of the Code has been mailed, with respect to the tax imposed under Section 4971(a) of the Code for failure to meet the minimum funding standards established under Section 412 of the Code; or

(v) A Reportable Event occurs with respect to a Plan; or

(vi) Any action is taken to amend a Plan to become an employee benefit plan described in Section 4021(b)(1) of ERISA, causing a Plan termination under Section 4041(e) of ERISA; or

(vii) The Borrower or any member of a Controlled Group receives a notice of liability or demand for payment on account of complete withdrawal under Section 4203 of ERISA, partial withdrawal under Section 4205 of ERISA or on account of becoming secondarily liable for withdrawal liability payments under Section 4204 of ERISA (sale of assets); or

(i) The Borrower or any of its Subsidiaries shall fail within 30 days to pay, bond or otherwise discharge any judgment or order for the payment of money, either singly or in the aggregate, in excess of \$25,000,000, which is not stayed on appeal or otherwise being appropriately contested in good faith; then, and in any such event, the Administrative Agent (i) shall at the request, or may with the consent, of the Majority Lenders, by notice to the Borrower, declare the obligation of each Lender to make Advances to be terminated, whereupon the same shall forthwith terminate, and (ii) shall at the request, or may with the consent, of the Majority Lenders, by notice to the Borrower, declare the Advances, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Advances, all such interest and all

such other amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, that in the event of an Event of Default with respect to the Borrower of the kind referred to in clause (e) or (f) above (A) the obligation of each Lender to make Advances shall automatically be terminated and (B) the Advances, all such interest and all such other amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

## **ARTICLE 7 THE ADMINISTRATIVE AGENT**

SECTION 7.01. Authorization and Action. Each Lender hereby appoints and authorizes the Administrative Agent to take such action as administrative agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Agreement (including, without limitation, enforcement or collection of the Advances), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Majority Lenders, and such instructions shall be binding upon all Lenders; provided, however, that the Administrative Agent shall not be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement or applicable law. The Administrative Agent agrees to give to each Lender prompt notice of each notice given to it by the Borrower pursuant to the terms of this Agreement.

SECTION 7.02. Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable to the Lenders for any action taken or omitted to be taken by it or them under or in connection with this Agreement, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Administrative Agent: (i) may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable to the Lenders for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Borrower or to inspect the property (including the books and records) of the Borrower or any of its Subsidiaries; (iv) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and (v) shall incur no liability to the Lenders under or in respect of this Agreement by acting upon any notice, consent, certificate or other

instrument or writing (which may be by telecopier, telegram, cable or telex) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 7.03. Citibank and Affiliates. With respect to its Commitment and the Advances made by it, Citibank shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent; and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated, include Citibank in its individual capacity. Citibank and its Affiliates may accept deposits from, lend money to, act as trustee under indentures of, and generally engage in any kind of business with, the Borrower, any of its Subsidiaries and any Person who may do business with or own securities of the Borrower or any such Subsidiary, all as if Citibank were not the Administrative Agent and without any duty to account therefor to the Lenders.

SECTION 7.04. Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

SECTION 7.05. Indemnification. The Lenders agree to indemnify the Administrative Agent (to the extent not reimbursed by the Borrower), ratably according to the respective amounts of their Commitments, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Administrative Agent under this Agreement, provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements found in a final-non-appealable judgment by a court of competent jurisdiction to have resulted from the Administrative Agent's gross negligence or willful misconduct. Without limiting the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including counsel fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, to the extent that the Administrative Agent is not reimbursed for such expenses by the Borrower.

SECTION 7.06. Successor Administrative Agent. The Administrative Agent may resign at any time by giving written notice thereof to the Lenders and the Borrower and may be removed at any time with or without cause by the Majority Lenders. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Administrative Agent that, unless a Default or Event of Default shall have occurred and then be continuing, is reasonably acceptable to the Borrower. If no successor Administrative Agent shall

have been so appointed by the Majority Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Majority Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States of America or of any State thereof and having total assets of at least \$1,000,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Article 7 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

SECTION 7.07. Arrangers. Each Arranger, in its capacity as such, shall have no obligation or responsibility hereunder and shall not become liable in any manner hereunder to any party hereto.

## **ARTICLE 8 MISCELLANEOUS**

SECTION 8.01. Amendments, Etc. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Borrower and the Majority Lenders, or by the Borrower and the Administrative Agent on behalf of the Majority Lenders, and no waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Administrative Agent with the consent of the Majority Lenders; provided, however, that no amendment, or waiver shall, unless in writing and signed by all the Lenders or by the Administrative Agent with the consent of all the Lenders, do any of the following: (a) increase or extend the Commitments (other than as contemplated by Sections 2.18 and 2.19), (b) reduce the principal of, or interest on, the Notes or any fees (other than the Administrative Agent's fee referred to in Section 2.03(c)) or other amounts payable hereunder, (c) postpone any date fixed for any payment of principal of, or interest on, the Advances or any fees (other than the Administrative Agent's fee referred to in Section 2.03(c)) or other amounts payable hereunder, (d) change the second sentence of Section 2.13(a), (e) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Advances which shall be required for the Lenders or any of them to take any action hereunder or (f) amend this Section 8.01; provided further that no amendment or waiver shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement. This Agreement and the agreement referred to in Section 2.03(c) and the Notes constitute the entire agreement of the parties with respect to the subject matter hereof and thereof.

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SECTION 8.02. Notices, Etc.

(a) Subject to clauses (b) through (e) below, all notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied or delivered by hand:

(i) if to the Borrower:

Coca-Cola Bottling Co. Consolidated  
4100 Coca-Cola Plaza  
Charlotte, NC 28211  
Attention: Vice President & Treasurer

Telephone No.: (704) 557-4633  
Telecopier No.: (704) 557-4451

(ii) if to the Administrative Agent:

Citibank, N.A.  
Two Penns Way, Suite 200  
New Castle, Delaware 19720

Attention: Kimberly Eidam-Melendez

Telephone No.: (302) 894-6012  
Telecopier No.: (212) 994-0961

(iii) if to any Lender, at the Domestic Lending Office of such Lender;

or, as to the Borrower or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Administrative Agent. All such notices and communications shall be deemed to have been duly given or made (i) in the case of hand deliveries, when delivered by hand, (ii) in the case of mailed notices, three Business Days after being deposited in the mail, postage prepaid, and (iii) in the case of telecopier notice, when transmitted and confirmed during normal business hours (or, if delivered after the close of normal business hours, at the beginning of business hours on the next Business Day), except that notices and communications to the Administrative Agent pursuant to Article 2 or 7 shall not be effective until received by the Administrative Agent.

(b) The Borrower hereby agrees that it will use its best efforts to provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (ii)

provides notice of any Default or Event of Default under this Agreement or (iii) is required to be delivered to satisfy any condition precedent to the occurrence of the Closing Date and/or any borrowing (all such non-excluded communications being referred to herein collectively as “Communications”), by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to [oploanswebadmin@citigroup.com](mailto:oploanswebadmin@citigroup.com). In addition, the Borrower agrees to continue to provide the Communications to the Administrative Agent in the manner specified herein but only to the extent requested by the Administrative Agent.

(c) The Borrower further agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on Intralinks or a substantially similar electronic transmission system (the “Platform”). THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE”. THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, THE “AGENT PARTIES”) HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER’S OR THE ADMINISTRATIVE AGENT’S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes hereof. Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes hereof. Each Lender agrees (i) to provide to the Administrative Agent in writing (including by electronic communication), promptly after the date of this Agreement, an e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(e) Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant hereto in any other manner specified herein.

SECTION 8.03. No Waiver; Remedies. No failure on the part of any Lender or the Administrative Agent to exercise, and no delay in exercising, and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8.04. Costs, Expenses and Indemnification.

(a) The Borrower agrees to pay and reimburse on demand (i) all reasonable costs and expenses of the Administrative Agent and each Arranger in connection with the preparation, execution, delivery, administration, modification and amendment of this Agreement and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Agreement, and (ii) all costs and expenses, if any (including, without limitation, reasonable counsel fees and expenses of the Administrative Agent and each of the Lenders), incurred by the Administrative Agent or any Lender in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement and the other documents to be delivered hereunder, including, without limitation, reasonable counsel fees and expenses in connection with the enforcement of rights under this Section 8.04(a). Such reasonable fees and out-of-pocket expenses shall be reimbursed by the Borrower upon presentation to the Borrower of a statement of account, regardless of whether this Agreement is executed and delivered by the parties hereto or the transactions contemplated by this Agreement are consummated.

(b) (i) The Borrower hereby agrees to indemnify the Administrative Agent, each Arranger, each Lender and each of their respective Affiliates and their respective officers, directors, employees, agents, advisors and representatives (each, an “Indemnified Party”) from and against any and all direct claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and disbursements of counsel), joint or several, that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to any investigation, litigation or proceeding or the preparation of any defense with respect thereto arising out of or in connection with or relating to this Agreement or the transactions contemplated hereby or thereby or any use made or proposed to be made with the proceeds of the Advances, whether or not such investigation, litigation or proceeding is brought by the Borrower, any of its shareholders or creditors, an Indemnified Party or any other Person, or an Indemnified Party is otherwise a party thereto, and whether or not any of the conditions precedent set forth in Article 3 are satisfied or the other transactions contemplated by this Agreement are consummated, except to the extent such direct claim, damage, loss, liability or expense is found in a



final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

(ii) The Borrower hereby further agrees that (i) no Indemnified Party shall have any liability to the Borrower for or in connection with or relating to this Agreement or the transactions contemplated hereby or thereby or any use made or proposed to be made with the proceeds of the Advances, except to the extent such liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct and (ii) the Borrower will not assert any claim against the Administrative Agent or any Lender, any of their respective Affiliates, or any of their respective directors, officers, employees, attorneys or agents, on any theory of liability, for consequential, indirect, special or punitive damages arising out of or relating to this Agreement or the actual or proposed use of any Advance.

(c) If any payment of principal of, or Conversion or Continuation of, any Eurodollar Rate Advance of a Lender is made on a day other than the last day of an Interest Period for such Advance as a result of any optional or mandatory prepayment, acceleration of the maturity of the Advances pursuant to Section 6.01 or for any other reason, the Borrower shall pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses (other than loss of profit) which it may reasonably incur as a result of such payment, Continuation or Conversion and the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Advance. A certificate as to the amount of such losses, costs and expenses, submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

SECTION 8.05. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and each Lender and their respective successors and permitted assigns, provided that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

SECTION 8.06. Assignments and Participations.

(a) Each Lender may, with notice to and the consent of the Administrative Agent and, unless an Event of Default shall have occurred and be continuing, the Borrower (such consents not to be unreasonably withheld), assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the Advances owing to it); provided that:

- (i) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations of the assigning Lender under this Agreement,
- (ii) except in the case of an assignment by a Lender to one of its Affiliates or to another Lender, the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event (unless the Borrower and

the Administrative Agent otherwise agree) be less than the lesser of (x) such Lender's Commitment hereunder and (y) \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof,

(iii) each such assignment shall be to an Eligible Assignee,

(iv) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, and

(v) the parties to each such assignment (other than the Borrower) shall deliver to the Administrative Agent a processing and recordation fee of \$3,500.

Upon such execution, delivery, acceptance and recording, from and after the Closing Date specified in each Assignment and Acceptance, (x) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (y) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(b) By executing and delivering an Assignment and Acceptance, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under this Agreement or any other instrument or document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee appoints and authorizes the Administrative Agent to take such action as administrative agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

Credit Agreement

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(c) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed (and the Borrower and the Administrative Agent shall have consented to the relevant assignment) and is in substantially the form of Exhibit B hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower.

(d) The Administrative Agent shall maintain at its address referred to in Section 8.02 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of each of the Lenders and, with respect to Lenders, the Commitment of, and principal amount of the Advances owing to, each such Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for the purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Each Lender may sell participations to one or more Persons in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the Advances owing to it); provided, however, that (i) such Lender's obligations under this Agreement (including, without limitation, its Commitment to the Borrower hereunder) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, (iv) in any proceeding under the Federal Bankruptcy Code in respect of the Borrower, such Lender shall remain and be, to the fullest extent permitted by law, the sole representative with respect to the rights and obligations held in the name of such Lender (whether such rights or obligations are for such Lender's own account or for the account of any participant) and (v) no participant under any such participation agreement shall have any right to approve any amendment or waiver of any provision of this Agreement, or to consent to any departure by the Borrower therefrom, except to the extent that any such amendment, waiver or consent would (x) reduce the principal of, or interest on, the Notes, in each case to the extent the same are subject to such participation, or (y) postpone any date fixed for the payment of principal of, or interest on, the Advances, in each case to the extent the same are subject to such participation.

(f) Any Lender may, in connection with any permitted assignment or participation or proposed assignment or participation pursuant to this Section 8.06 and subject to the provisions of Section 8.12, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower or any of its Subsidiaries or Affiliates furnished to such Lender by or on behalf of the Borrower.

(g) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time, without the consent of the Administrative Agent or the Borrower, create a security interest in all or any portion of its rights under this Agreement (including, without

limitation, the Advances owing to it) in favor of any Federal Reserve Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System.

(h) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time, without the consent of the Administrative Agent or the Borrower, assign to an Affiliate of such Lender all or any portion of its rights (but not its obligations) under this Agreement.

SECTION 8.07. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. The Borrower hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Borrower hereby irrevocably appoints CT Corporation System (the "Process Agent"), with an office on the date hereof at 111 8th Avenue, 13th Floor, New York, New York 10011, as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on behalf of the Borrower and its Property service of the copies of the summons and complaint and any other process which may be served in any such legal proceedings brought in any such court, and the Borrower agrees that the failure of the Process Agent to give any notice of any such service of process to the Borrower shall not impair or affect the validity of such service or, to the extent permitted by applicable law, the enforcement of any judgment based thereon. The Borrower irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

SECTION 8.08. Severability. In case any provision in this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 8.09. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any counterpart hereof may be executed and delivered via telecopier, and each such counterpart so executed and delivered shall have the same force and effect as an originally executed and delivered counterpart hereof.

SECTION 8.10. Survival. The obligations of the Borrower under Sections 2.02(b), 2.07, 2.11, 2.14 and 8.04, and the obligations of the Lenders under Section 7.05, shall survive the repayment of the Advances and the termination of the Commitments. In addition, each representation and warranty made, or deemed to be made by any Notice of Borrowing, herein or pursuant hereto shall survive the making of such representation and warranty, and no Lender shall be deemed to have waived, by reason of making any Advance, any Default or Event of Default that may arise by reason of such representation or warranty proving to have been false or misleading.

SECTION 8.11. Waiver of Jury Trial. EACH OF THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 8.12. Confidentiality. Each Lender agrees to hold any confidential information which it may receive from the Borrower or any of its Subsidiaries or Affiliates pursuant to this Agreement in confidence and for use in connection with this Agreement, including without limitation for use in connection with its rights and remedies hereunder, except for disclosure (a) to other Lenders and their respective Affiliates, (b) to legal counsel, accountants, and other professional advisors to such Lender, (c) to regulatory officials, (d) as requested pursuant to or as required by law, regulation, or legal process, (e) in connection with any legal proceeding to which such Lender is a party and (f) to a proposed assignee or participant permitted under Section 8.06 which shall have agreed in writing to keep such disclosed confidential information confidential in accordance with this Section.

SECTION 8.13. Nonliability of Lenders. The relationship between the Borrower and the Lenders and the Administrative Agent shall be solely that of borrower and lender and neither the Administrative Agent nor any Lender shall have any fiduciary responsibilities to the Borrower.

SECTION 8.14. USA PATRIOT Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

Credit Agreement

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Borrower

COCA-COLA BOTTLING CO. CONSOLIDATED

By /s/ Clifford M. Deal

Name: Clifford M. Deal, III

Title: Vice President and Treasurer

Administrative Agent

CITIBANK, N.A.,  
as Administrative Agent

By /s/ John Judge

Name: John Judge

Title: Vice President

Credit Agreement

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Banks

CITIBANK, N.A.

By /s/ John Judge \_\_\_\_\_

Name: John Judge

Title: Vice President

Credit Agreement

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WACHOVIA BANK, NATIONAL  
ASSOCIATION

By /s/ Denis Waltrich

Name: Denis Waltrich

Title: Vice President

Credit Agreement

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COOPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND", NEW YORK BRANCH

By /s/ Tamira Treffers-Herrera

Name: Tamira Treffers-Herrera

Title: Executive Director

By /s/ Rebecca Morrow

Name: Rebecca Morrow

Title: Executive Director

Credit Agreement

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SUNTRUST BANK

By /s/ Hugh E. Brown

Name: Hugh E. Brown

Title: Director

Credit Agreement

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BRANCH BANKING AND TRUST COMPANY

By /s/ Stuart M. Jones  
Name: Stuart M. Jones  
Title: Senior Vice President

Credit Agreement

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KBC BANK N.V.

By /s/ Thomas G. Jackson

Name: Thomas G. Jackson

Title: First Vice President

By /s/ Robert Snauffer

Name: Robert Snauffer

Title: First Vice President

Credit Agreement

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Banks, Commitments and Lending Offices

<u>Bank</u>	<u>Commitment</u>	<u>Domestic Lending Office</u>	<u>Eurodollar Lending Office</u>
Citibank, N.A.	\$ 50,000,000	Citibank, N.A. Two Penns Way New Castle, DE 19720 Attn: Christina Quezon	Citibank, N.A. Two Penns Way New Castle, DE 19720 Attn: Christina Quezon
Wachovia Bank, National Association	50,000,000	Wachovia Bank, National Association 1339 Chestnut Street Philadelphia, PA 19107	Wachovia Bank, National Association 1339 Chestnut Street Philadelphia, PA 19107
Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch	30,000,000	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch 245 Park Ave. New York, NY 10167	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch 245 Park Ave. New York, NY 10167
SunTrust Bank	30,000,000	SunTrust Bank 303 Peachtree Street, 3rd Floor Atlanta, GA 30308	SunTrust Bank 303 Peachtree Street, 3rd Floor Atlanta, GA 30308
Branch Banking and Trust Company	30,000,000	Branch Banking and Trust Company 200 S. College Street 2nd Floor Charlotte, NC 28202	Branch Banking and Trust Company 200 S. College Street 2nd Floor Charlotte, NC 28202
KBC Bank N.V.	10,000,000	KBC Bank N.V. 1177 Avenue of the Americas New York, NY 10036	KBC Bank N.V. 1177 Avenue of the Americas New York, NY 10036
<b>Total</b>	<b>\$200,000,000</b>		

Schedule I

Existing Liens Securing Indebtedness.  
in each case, of \$5,000,000 or more

NONE

Schedule II

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Litigation

1. Ozarks Coca-Cola/Dr. Pepper Bottling Company, et al. vs. The Coca-Cola Company and Coca-Cola Enterprises Inc., Civil Action File No. 06-3056-CV-S. On February 14, 2006, forty-eight Coca-Cola bottler plaintiffs filed suit in the United States District Court for the Western District of Missouri against The Coca-Cola Company ("KO") and Coca-Cola Enterprises Inc. ("CCE"). On February 24, 2006, the plaintiffs filed an amended complaint adding twelve bottlers as plaintiffs. In the lawsuit, the bottler plaintiffs made claims for breach of contract and breach of duty and other related claims arising out of CCE's plan to offer warehouse delivery of POWERAde to Wal-Mart Stores, Inc. ("Wal-Mart") within CCE's territory. The bottler plaintiffs sought preliminary and permanent injunctive relief prohibiting the warehouse delivery of POWERAde and unspecified compensatory and punitive damages.

On March 17, 2006, the U.S. District Court for the Western District of Missouri, pursuant to a motion brought by KO and CCE, transferred the case to the Northern District of Georgia. On September 5, 2006, the Georgia federal District Court granted the Borrower's motion to intervene as a defendant for limited purpose. The court found that the Borrower had a legally protectable interest at stake in the litigation in that the relief requested from the plaintiffs would preclude the Borrower from warehouse delivering POWERAde within its exclusive territory.

On February 12, 2007, KO, CCE, the Borrower and many of the plaintiffs entered into a series of agreements that will result in the dismissal without prejudice of the lawsuit and the implementation of a program to test various new route-to-market service systems. The agreement preserves all parties' rights, and affords the bottling system an opportunity to meet to discuss whether the program to test route-to-market service systems should be continued. We anticipate the lawsuit will be dismissed without prejudice in the next sixty days. The settlement does not require any payment by the Borrower, but the disagreements among the various Coca-Cola bottlers have not been finally resolved and could adversely affect the Borrower's ability to fully implement its business plans in the future.

The following items are listed for informational purposes only. The Borrower, in its reasonable judgment, does not believe that any of the following items will have a Material Adverse Effect.

1. Several environmental matters are being monitored and remediated by the Borrower to the satisfaction of regulatory authorities. None of these matters are currently in litigation and the Borrower is unable to determine at this time whether any claims may arise out these matters.
2. The Borrower is, from time-to-time, party to, and is threatened to be made party to, employment related claims.

Schedule III

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3. The Borrower is, from time-to-time, party to, and is threatened to be made party to, product liability, auto liability, general liability, workers' compensation and preference claims.

Schedule III

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## SCHEDULE IV

<u>Subsidiaries</u>			
<u>Entity's Legal Name</u>	<u>Incorporated/ Organized</u>	<u>Ownership By</u>	<u>Percent Owned</u>
<b>Material Subsidiaries:</b>			
CCBCC Operations, LLC	DE	Coca-Cola Bottling Co. Consolidated	100%
CCBCC Vending, LLC	DE	CCBCC Operations, LLC & Tennessee Soft Drink Production Company	99% 1%
Coca-Cola Ventures, Inc.	DE	Coca-Cola Bottling Co. Consolidated	100%
Piedmont Coca-Cola Bottling Partnership	DE	Coca-Cola Ventures, Inc.	77%
BYB Brands, Inc.	NC	Coca-Cola Bottling Co. Consolidated	100%
<b>Other Subsidiaries:</b>			
CCBC of Wilmington, Inc.	DE	Piedmont Coca-Cola Bottling Partnership	100%
CCBCC, Inc.	DE	Coca-Cola Bottling Co. Consolidated	100%
Chesapeake Treatment Company, LLC	NC	CCBCC Operations, LLC	100%
Consolidated Beverage Co.	DE	Coca-Cola Bottling Co. Consolidated	100%
Consolidated Real Estate Group, LLC	NC	Coca-Cola Bottling Co. Consolidated	100%
Data Ventures, Inc.	NC	Coca-Cola Bottling Co. Consolidated	100%

Schedule IV

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<u>Entity's Legal Name</u>	<u>Incorporated/ Organized</u>	<u>Ownership By</u>	<u>Percent Owned</u>
Heath Oil Co., Inc.	SC	CCBCC Operations, LLC	100%
Tennessee Soft Drink Production Company	TN	CCBCC Operations, LLC	100%
TXN, Inc.	DE	Data Ventures, Inc.	100%
Swift Water Logistics, Inc.	NC	Coca-Cola Bottling Co. Consolidated	100%
Data Ventures Europe, BV	Netherlands	Data Ventures, Inc.	100%

Schedule IV

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Material Agreements

1. Stock Rights and Restrictions Agreement by and between Coca-Cola Bottling Co. Consolidated (the "Borrower") and The Coca-Cola Company ("KO") dated January 27, 1989.
2. Bottling franchise agreements as listed on Attachment A.
3. Lease, dated as of January 1, 1999, by and between the Borrower and the Ragland Corporation, related to the production/distribution facility in Nashville, Tennessee.
4. Lease Agreement, dated as of December 15, 2000, between the Borrower and Harrison Limited Partnership One, related to the Snyder Production Center in Charlotte, North Carolina and a distribution center adjacent thereto.
5. Partnership Agreement of Carolina Coca-Cola Bottling Partnership,\* dated as of July 2, 1993, by and among Carolina Coca-Cola Bottling Investments, Inc., Coca-Cola Ventures, Inc., Coca-Cola Bottling Co. Affiliated, Inc., Fayetteville Coca-Cola Bottling Company and Palmetto Bottling Company.
6. Management Agreement, dated as of July 2, 1993, by and among the Borrower, Carolina Coca-Cola Bottling Partnership,\* CCBC of Wilmington, Inc., Carolina Coca-Cola Bottling Investments, Inc., Coca-Cola Ventures, Inc. and Palmetto Bottling Company.
7. First Amendment to Management Agreement (relating to the Management Agreement designated as Item 6 of this Schedule 5) dated as of January 1, 2001.
8. Amended and Restated Guaranty Agreement, effective as of July 15, 1993, for the benefit of Southeastern Container, Inc.
9. Management Agreement, dated as of June 1, 2004, by and among CCBCC Operations LLC, a wholly-owned subsidiary of the Borrower, and South Atlantic Cannery, Inc.
10. Agreement, dated as of March 1, 1994, by and among the Borrower and South Atlantic Cannery, Inc.
11. Amended and Restated Guaranty Agreement, dated as of May 18, 2000, between the Borrower and Wachovia Bank of North Carolina, N.A.
12. Guaranty Agreement, dated as of December 1, 2001, between the Borrower and Wachovia, N.A.
13. Lease Agreement, dated as of December 18, 2006, between the CCBCC Operations, LLC, a wholly-owned subsidiary of the Borrower, and Beacon Investment Corporation, related to the Borrower's corporate headquarters and an adjacent office building in Charlotte, North Carolina.

Schedule V

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14. Master Amendment to Partnership Agreement, Management Agreement and Definition and Adjustment Agreement, dated as of January 2, 2002, by and among Piedmont Coca-Cola Bottling Partnership, The Coca-Cola Company and the Borrower.

15. First Amendment to Lease (relating to the Lease Agreement designated as Item 3 of this Schedule V) and First Amendment to Memorandum of Lease, dated as of August 30, 2002, between Ragland Corporation and the Borrower.

16. Limited Liability Company Operating Agreement of Coca-Cola Bottlers' Sales & Services Company, LLC, dated as of December 11, 2002, by and between Coca-Cola Bottlers' Sales & Services Company, LLC and Consolidated Beverage Co., a wholly-owned subsidiary of the Borrower.

17. Fourth Amendment to Partnership Agreement, dated as of March 28, 2003, by and among Piedmont Coca-Cola Bottling Partnership, Piedmont Partnership Holding Company and Coca-Cola Ventures, Inc.

18. Second Amended and Restated Promissory Note, dated as of August 25, 2005, by and between the Borrower and Piedmont Coca-Cola Bottling Partnership.

19. Amended and Restated Can Supply Agreement, dated as of February 28, 2007, between Coca-Cola Bottlers' Sales & Services Company, LLC, in its capacity as agent for the Borrower, and Rexam Beverage Can Company.

20. Obligations arising under interest rate swap agreements between the Borrower and commercial banks.

21. Various letters of credit issued for the Borrower by a bank relating to the Borrower's insurance programs.

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\* Carolina Coca-Cola Bottling Partnership's name was changed to Piedmont Coca-Cola Bottling Partnership.

Schedule V

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Bottling Franchise Agreements

**Sub-Bottler's Contract**, dated September 20, 1916, between Charleston Coca-Cola Bottling Co. and Georgetown Coca-Cola Bottling Co. (Georgetown, SC)

Letter renewal for SPRITE, dated February 17, 2000, between Georgetown CCBC (Georgetown, SC) and The Coca-Cola Company

**Sub-Bottler's Contract**, dated March 24, 1932, between Norfolk Coca-Cola Bottling Works, Inc. and Emporia Coca-Cola Bottling Company, Inc. (Emporia, VA)

Letter renewal for FANTA, dated March 25, 1996, between CCBC of Wilmington, Inc. (Emporia, VA) and The Coca-Cola Company

Letter renewal for Mr. PiBB, dated March 25, 1996, between CCBC of Wilmington, Inc. (Emporia, VA) and The Coca-Cola Company

Letter renewal for SPRITE, dated March 25, 1996, between CCBC of Wilmington, Inc. (Emporia, VA) and The Coca-Cola Company

**Master Bottle Contract**, dated December 18, 1992, between Wilmington Coca-Cola Bottling Works, Inc. (Wilmington, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between CCBC of Wilmington, Inc. (Wilmington, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated December 18, 1992, between Wilmington Coca-Cola Bottling Works, Inc. (Wilmington, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 18, 1992, between Wilmington Coca-Cola Bottling Works, Inc. (Wilmington, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated December 18, 1992, between Wilmington Coca-Cola Bottling Works, Inc. (Wilmington, NC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated December 18, 1992, between Wilmington Coca-Cola Bottling Works, Inc. (Wilmington, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated December 18, 1992, between Wilmington Coca-Cola Bottling Works, Inc. (Wilmington, NC) and The Coca-Cola Company

Schedule V

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**Master Bottle Contract**, dated December 18, 1992, between Weldon Coca-Cola Bottling Works, Inc. (Weldon, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between CCBC of Wilmington, Inc. (Weldon, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated December 18, 1992, between Weldon Coca-Cola Bottling Works, Inc. (Weldon, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 18, 1992, between Weldon Coca-Cola Bottling Works, Inc. (Weldon, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated December 18, 1992, between Weldon Coca-Cola Bottling Works, Inc. (Weldon, NC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated December 18, 1992, between Weldon Coca-Cola Bottling Works, Inc. (Weldon, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated December 18, 1992, between Weldon Coca-Cola Bottling Works, Inc. (Weldon, NC) and The Coca-Cola Company

**Sub-Bottler's Contract**, dated June 22, 1917, between Barnes-Harrell Company and Coca-Cola Bottling Company (Rocky Mount, NC)

Letter renewal for FRESCA, dated January 23, 1996, between CCBC of Wilmington, Inc. (Rocky Mount, NC) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated September 20, 1999, between CCBC of Wilmington, Inc. (Rocky Mount, NC) and The Coca-Cola Company

Letter renewal for SPRITE, dated May 25, 2001, between CCBC of Wilmington, Inc. (Rocky Mount, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated December 18, 1992, between Kelford Coca-Cola Bottling Co., Inc. (Kelford, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between CCBC of Wilmington, Inc. (Kelford, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated December 18, 1992, between Kelford Coca-Cola Bottling Co., Inc. (Kelford, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 18, 1992, between Kelford Coca-Cola Bottling Co., Inc. (Kelford, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated December 18, 1992, between Kelford Coca-Cola Bottling Co., Inc. (Kelford, NC) and The Coca-Cola Company

Schedule V

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Allied Bottle Contract for Mr. PiBB, dated December 18, 1992, between Kelford Coca-Cola Bottling Co., Inc. (Kelford, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Charlotte, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between Metrolina Bottling Company (Charlotte, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Charlotte, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Charlotte, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Charlotte, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Charlotte, NC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Charlotte, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Charlotte, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

Schedule V

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Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Co. Consolidated (Pageland, SC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 2, 1990, between Biscoe Coca-Cola Bottling Company, Inc. (Biscoe, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 2, 1990, between Biscoe Coca-Cola Bottling Company, Inc. (Biscoe, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 2, 1990, between Biscoe Coca-Cola Bottling Company, Inc. (Biscoe, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 2, 1990, between Biscoe Coca-Cola Bottling Company, Inc. (Biscoe, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 2, 1990, between Biscoe Coca-Cola Bottling Company, Inc. (Biscoe, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 2, 1990, between Biscoe Coca-Cola Bottling Company, Inc. (Biscoe, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between The Albany Coca-Cola Bottling Company (Albany, GA) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between The Albany Coca-Cola Bottling Company (Albany, GA) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between The Albany Coca-Cola Bottling Company (Albany, GA) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between The Albany Coca-Cola Bottling Company (Albany, GA) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between The Albany Coca-Cola Bottling Company (Albany, GA) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between The Albany Coca-Cola Bottling Company (Albany, GA) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between The Albany Coca-Cola Bottling Company (Albany, GA) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Columbus Coca-Cola Bottling Company (Columbus, GA) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Columbus Coca-Cola Bottling Company (Columbus, GA) and The Coca-Cola Company

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Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Columbus Coca-Cola Bottling Company (Columbus, GA) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Columbus Coca-Cola Bottling Company (Columbus, GA) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between Columbus Coca-Cola Bottling Company (Columbus, GA) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between Columbus Coca-Cola Bottling Company (Columbus, GA) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between Columbus Coca-Cola Bottling Company (Columbus, GA) and The Coca-Cola Company

**Master Bottle Contract**, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Company (Fayetteville, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

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Allied Bottle Contract for TAB, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Co. of Mobile, Inc. (Mobile, AL) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 27, 1989, between Coca-Cola Bottling Co. of Mobile, Inc. (Mobile, AL) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Co. of Mobile, Inc. (Mobile, AL) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Co. of Mobile, Inc. (Mobile, AL) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Co. of Mobile, Inc. (Mobile, AL) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Co. of Mobile, Inc. (Mobile, AL) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between Coca-Cola Bottling Co. of Mobile, Inc. (Mobile, AL) and The Coca-Cola Company

**Master Bottle Contract**, dated April 20, 1990, between Coca-Cola Bottling Company of Jackson, Inc. (Jackson, TN) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between NABC, Inc. (Jackson, TN) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated April 20, 1990, between Coca-Cola Bottling Company of Jackson, Inc. (Jackson, TN) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated April 20, 1990, between Coca-Cola Bottling Company of Jackson, Inc. (Jackson, TN) and The Coca-Cola Company

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Allied Bottle Contract for TAB, dated April 20, 1990, between Coca-Cola Bottling Company of Jackson, Inc. (Jackson, TN) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated April 20, 1990, between Coca-Cola Bottling Company of Jackson, Inc. (Jackson, TN) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated April 20, 1990, between Coca-Cola Bottling Company of Jackson, Inc. (Jackson, TN) and The Coca-Cola Company

**Master Bottle Contract**, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated April 24, 1989, between Coca-Cola Bottling Works of Murfreesboro, TN (Murfreesboro, TN) and The Coca-Cola Company

**Master Bottle Contract**, dated January 21, 1998, between NABC, Inc. (Florence, AL) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 21, 1998, between NABC, Inc. (Florence, AL) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 21, 1998, between NABC, Inc. (Florence, AL) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 21, 1998, between NABC, Inc. (Florence, AL) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 21, 1998, between NABC, Inc. (Florence, AL) and The Coca-Cola Company

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Allied Bottle Contract for MELLO YELLO, dated January 21, 1998, between NABC, Inc. (Florence, AL) and The Coca-Cola Company

**Master Bottle Contract**, dated November 13, 1989, between Dickson Coca-Cola Bottling Company (Dickson, TN) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated November 13, 1989, between Dickson Coca-Cola Bottling Company (Dickson, TN) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated November 13, 1989, between Dickson Coca-Cola Bottling Company (Dickson, TN) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated November 13, 1989, between Dickson Coca-Cola Bottling Company (Dickson, TN) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated November 13, 1989, between Dickson Coca-Cola Bottling Company (Dickson, TN) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated November 13, 1989, between Dickson Coca-Cola Bottling Company (Dickson, TN) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between NABC, Inc. (Dickson, TN) and The Coca-Cola Company

**Master Bottle Contract**, dated October 25, 1990, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Columbia, TN) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated October 25, 1990, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Columbia, TN) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated October 25, 1990, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Columbia, TN) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated October 25, 1990, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Columbia, TN) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated October 25, 1990, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Columbia, TN) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between NABC, Inc. (Columbia, TN) and The Coca-Cola Company

**Master Bottle Contract**, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

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Allied Bottle Contract for MELLO YELLO, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated November 1, 1991, between Coca-Cola Bottling Works of Columbia, TN, Inc. (Fayetteville, TN) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated October 28, 1991, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between Coca-Cola Bottling Company of Nashville, Inc. (Nashville, TN) and The Coca-Cola Company

**Master Bottle Contract**, dated November 17, 1989, between Dickson Coca-Cola Bottling Co. (Laurel, MS) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between CCBC of Nashville, L.P. (Nashville, TN) and The Coca-Cola Company

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Allied Bottle Contract for MELLO YELLO, dated November 17, 1989, between Dickson Coca-Cola Bottling Co. (Laurel, MS) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated November 17, 1989, between Dickson Coca-Cola Bottling Co. (Laurel, MS) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated November 17, 1989, between Dickson Coca-Cola Bottling Co. (Laurel, MS) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated November 17, 1989, between Dickson Coca-Cola Bottling Co. (Laurel, MS) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated November 17, 1989, between Dickson Coca-Cola Bottling Co. (Laurel, MS) and The Coca-Cola Company

**Sub-Bottler's Contract**, dated December 31, 1976, between Florida Coca-Cola Bottling Company and Panama City Coca-Cola Bottling Company (Panama City, FL)

Letter renewal for FANTA, dated December 20, 1995, between PCBC, Inc. (Panama City, FL) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated March 25, 1998, between PCBC, Inc. (Panama City, FL) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 1, 1990, between Panama City Coca-Cola Bottling Company, Inc. (Panama City, FL) and The Coca-Cola Company

Contract for Mr. PiBB, dated May 6, 1999, between PCBC, Inc. (Panama City, FL) and The Coca-Cola Company

Letter renewal for SPRITE, dated December 20, 1995, between PCBC, Inc. (Panama City, FL) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Roanoke, VA) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Roanoke, VA) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Roanoke, VA) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Roanoke, VA) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Roanoke, VA) and The Coca-Cola Company

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Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Roanoke, VA) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Roanoke, VA) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Bristol, VA) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between ROBC, Inc. (Bristol, VA) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Bristol, VA) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Bristol, VA) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Bristol, VA) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Bristol, VA) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Company of Roanoke, Inc. (Bristol, VA) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Lonesome Pine Coca-Cola Bottling Company, Inc. (Norton, VA) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between ROBC, Inc. (Norton, VA) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated September 4, 1998, between ROBC, Inc. (Norton, VA) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated September 4, 1998, between ROBC, Inc. (Norton, VA) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated September 4, 1998, between ROBC, Inc. (Norton, VA) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated September 4, 1998, between ROBC, Inc. (Norton, VA) and The Coca-Cola Company

**Master Bottle Contract**, dated May 28, 1999, between SUBC, Inc. (Sumter, SC) and The Coca-Cola Company

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Allied Bottle Contract for FANTA, dated May 1, 2002, between SUBC, Inc. (Sumter, SC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated May 28, 1999, between SUBC, Inc. (Sumter, SC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated May 28, 1999, between SUBC, Inc. (Sumter, SC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated May 28, 1999, between SUBC, Inc. (Sumter, SC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated May 28, 1999, between SUBC, Inc. (Sumter, SC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated May 28, 1999, between SUBC, Inc. (Sumter, SC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 29, 1997 between Thomasville Coca-Cola Bottling Company (Thomasville, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between TOBC, Inc. (Thomasville, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 29, 1997, between Thomasville Coca-Cola Bottling Company (Thomasville, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 29, 1997, between Thomasville Coca-Cola Bottling Company (Thomasville, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 29, 1997, between Thomasville Coca-Cola Bottling Company (Thomasville, NC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 29, 1997, between Thomasville Coca-Cola Bottling Company (Thomasville, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 29, 1997, between Thomasville Coca-Cola Bottling Company (Thomasville, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 29, 1997, between Thomasville Coca-Cola Bottling Company (Thomasville, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

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Allied Bottle Contract for MELLO YELLO, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 11, 1990, between The North Wilkesboro Coca-Cola Bottling Company, Inc. (N. Wilkesboro, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 11, 1990, between Coca-Cola Bottling Company Affiliated, Inc. (Asheville, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 11, 1990, between Coca-Cola Bottling Company Affiliated, Inc. (Asheville, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 11, 1990, between Coca-Cola Bottling Company Affiliated, Inc. (Asheville, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 11, 1990, between Coca-Cola Bottling Company Affiliated, Inc. (Asheville, NC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 11, 1990, between Coca-Cola Bottling Company Affiliated, Inc. (Asheville, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 11, 1990, between Coca-Cola Bottling Company Affiliated, Inc. (Asheville, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 11, 1990, between Coca-Cola Bottling Company Affiliated, Inc. (Asheville, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated September 14, 1990, between Coca-Cola Bottling Co. Consolidated (Marlinton, WV) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between WVBC, Inc. (Marlinton, WV) and The Coca-Cola Company

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Allied Bottle Contract for FRESCA, dated September 14, 1990, between Coca-Cola Bottling Co. Consolidated (Marlinton, WV) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 17, 1993, between WVBC, Inc.(Marlinton) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated September 14, 1990, between Coca-Cola Bottling Co. Consolidated (Marlinton, WV) and The Coca-Cola Company

**Master Bottle Contract**, dated December 31,1986, between Coca-Cola Bottling Works of Charleston, Inc. (Charleston, WV) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 1, 2001 between WVBC & The Coca-Cola Company (Charleston, WV)

Allied Bottle Contract for MELLO YELLO, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Charleston, WV) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Charleston, WV) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Charleston, WV) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Charleston, WV) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Charleston, WV) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between WVBC, Inc. (Charleston, WV) and The Coca-Cola Company

**Master Bottle Contract**, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

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Allied Bottle Contract for Mr. PiBB, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Huntington, WV) and The Coca-Cola Company

**Master Bottle Contract**, dated September 14, 1990, between Coca-Cola Bottling Co. Consolidated (Elkins, WV) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between WVBC, Inc. (Elkins, WV) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated September 14, 1990, between Coca-Cola Bottling Co. Consolidated (Elkins, WV) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated September 14, 1990, between Coca-Cola Bottling Co. (Elkins, WV) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 17, 1993, between WVBC, Inc. (Elkins, WV) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Co. of Roanoke, Inc. (Beckley, WV) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Co. of Roanoke, Inc. (Beckley, WV) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Co. of Roanoke, Inc. (Beckley, WV) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Co. of Roanoke, Inc. (Beckley, WV) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 27, 1989, between Coca-Cola Bottling Co. of Roanoke, Inc. (Beckley, WV) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Co. of Roanoke, Inc. (Beckley, WV) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between Coca-Cola Bottling Co. of Roanoke, Inc. (Beckley, WV) and The Coca-Cola Company

**Master Bottle Contract**, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Clarksburg, WV) and The Coca-Cola Company

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Allied Bottle Contract for FRESCA, dated January 1, 2001, between WVBC & The Coca-Cola Company (Clarksburg, WV)

Allied Bottle Contract for MINUTE MAID, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Clarksburg, WV) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Clarksburg, WV) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated May 6, 1999, between WVBC, Inc. (Clarksburg, WV) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Clarksburg, WV) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Clarksburg, WV) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated December 31, 1986, between Coca-Cola Bottling Works of Charleston, Inc. (Clarksburg, WV) and The Coca-Cola Company

**Master Bottle Contract**, dated February 1, 1988, between Coca-Cola Bottling Works of Charleston, Inc. (Bluefield, WV) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between WVBC, Inc. (Bluefield, WV) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated February 1, 1988, between Coca-Cola Bottling Works of Charleston, Inc. (Bluefield, WV) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated February 1, 1988, between Coca-Cola Bottling Works of Charleston, Inc. (Bluefield, WV) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated February 1, 1988, between Coca-Cola Bottling Works of Charleston, Inc. (Bluefield, WV) and The Coca-Cola Company

**Master Bottle Contract**, dated December 31, 1986, between Columbia Coca-Cola Bottling Co. (Columbia, SC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between PCCBP (Columbia, SC) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated December 21, 1995, between PCCBP d/b/a Columbia CCBC (Columbia, SC) and The Coca-Cola Company

Letter renewal for Mr. PiBB, dated December 21, 1995, between PCCBP d/b/a Columbia CCBC (Columbia, SC) and The Coca-Cola Company

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Letter renewal for SPRITE, dated December 21, 1995, between PCCBP d/b/a Columbia CCBC (Columbia, SC) and The Coca-Cola Company

Letter renewal for TAB, dated December 21, 1995, between PCCBP d/b/a Columbia CCBC (Columbia, SC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 11, 1990, between Greenwood Coca-Cola Bottling Company, Inc. (Greenwood, SC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 11, 1990, between Greenwood Coca-Cola Bottling Co. (Greenwood, SC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 11, 1990, between Greenwood Coca-Cola Bottling Co. (Greenwood, SC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 11, 1990, between Greenwood Coca-Cola Bottling Co. (Greenwood, SC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 11, 1990, between Greenwood Coca-Cola Bottling Co. (Greenwood, SC) and The Coca-Cola Company

Allied Bottle Contract for Mr. PiBB, dated January 11, 1990, between Greenwood Coca-Cola Bottling Co. (Greenwood, SC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 11, 1990, between Greenwood Coca-Cola Bottling Co. (Greenwood, SC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 11, 1990, between Greenwood Coca-Cola Bottling Co. (Greenwood, SC) and The Coca-Cola Company

**Master Bottle Contract**, dated August 28, 1987, between Hampton Bottling Works (Hampton, SC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between PCCBP d/b/a Hampton CCBC (Hampton, SC) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated August 16, 1996, between PCCBP d/b/a Hampton CCBC (Hampton, SC) and The Coca-Cola Company

Letter renewal for MINUTE MAID, dated August 16, 1996, between PCCBP d/b/a Hampton CCBC (Hampton, SC) and The Coca-Cola Company

Letter renewal for SPRITE, dated August 16, 1996, between PCCBP d/b/a Hampton CCBC (Hampton, SC) and The Coca-Cola Company

Letter renewal for TAB, dated August 16, 1996, between PCCBP d/b/a Hampton CCBC (Hampton, SC) and The Coca-Cola Company

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**Master Bottle Contract**, dated August 28, 1987, between Charleston Coca-Cola Bottling Co. (Charleston, SC) and The Coca-Cola Company

Letter renewal for FANTA, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC) and The Coca-Cola Company

Letter renewal for FRESCA, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC) and The Coca-Cola Company

Letter renewal for MINUTE MAID, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC) and The Coca-Cola Company

Letter renewal for Mr. PiBB, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC) and The Coca-Cola Company

Letter renewal for SPRITE, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC) and The Coca-Cola Company

Letter renewal for TAB, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC) and The Coca-Cola Company

**Master Bottle Contract**, dated August 28, 1987, between Dorchester Coca-Cola Bottling Co. (Summerville, SC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between PCCBP (Summerville, SC) and The Coca-Cola Company

Letter renewal for FRESCA, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Summerville, SC) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Summerville, SC) and The Coca-Cola Company

Letter renewal for MINUTE MAID, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Summerville, SC) and The Coca-Cola Company

Letter renewal for Mr. PiBB, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Summerville, SC) and The Coca-Cola Company

Letter renewal for SPRITE, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Summerville, SC) and The Coca-Cola Company

Letter renewal for TAB, dated August 16, 1996, between PCCBP d/b/a Charleston-Dorchester CCBC (Summerville, SC) and The Coca-Cola Company

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**Master Bottle Contract**, dated January 11, 1990, between Coca-Cola Bottling Company of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
Allied Bottle Contract for SPRITE, dated January 11, 1990, between Coca-Cola Bottling Co. of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
Allied Bottle Contract for TAB, dated January 11, 1990, between Coca-Cola Bottling Co. of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
Allied Bottle Contract for FANTA, dated January 11, 1990, between Coca-Cola Bottling Co. of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
Allied Bottle Contract for FRESCA, dated January 11, 1990, between Coca-Cola Bottling Co. of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
Allied Bottle Contract for Mr. PiBB, dated January 11, 1990, between Coca-Cola Bottling Co. of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
Allied Bottle Contract for MELLO YELLO, dated January 11, 1990, between Coca-Cola Bottling Co. of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
Allied Bottle Contract for MINUTE MAID, dated January 11, 1990, between Coca-Cola Bottling Co. of Anderson, SC (Anderson, SC) and The Coca-Cola Company  
**Master Bottle Contract**, dated January 11, 1990, between Mid South Coca-Cola Bottling Company, Inc. (Abbeville, SC) and The Coca-Cola Company  
Allied Bottle Contract for SPRITE, dated January 11, 1990, between Mid South Coca-Cola Bottling Co. (Abbeville, SC) and The Coca-Cola Company  
Allied Bottle Contract for TAB, dated January 11, 1990, between Mid South Coca-Cola Bottling Co. (Abbeville, SC) and The Coca-Cola Company  
Allied Bottle Contract for FANTA, dated January 11, 1990, between Mid South Coca-Cola Bottling Co. (Abbeville, SC) and The Coca-Cola Company  
Allied Bottle Contract for Mr. PiBB, dated January 11, 1990, between Mid South Coca-Cola Bottling Co. (Abbeville, SC) and The Coca-Cola Company  
Allied Bottle Contract for MELLO YELLO, dated January 11, 1990, between Mid South Coca-Cola Bottling Co. (Abbeville, SC) and The Coca-Cola Company  
Allied Bottle Contract for MINUTE MAID, dated January 11, 1990, between Mid South Coca-Cola Bottling Co. (Abbeville, SC) and The Coca-Cola Company  
**Master Bottle Contract**, dated August 28, 1987, between Fayetteville Coca-Cola Bottling Co. (Wilson, NC) and The Coca-Cola Company

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Letter renewal for FANTA, dated August 16, 1996, between PCCBP (Wilson, NC) and The Coca-Cola Company

Letter renewal for FRESCA, dated August 16, 1996, between PCCBP (Wilson, NC) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated August 16, 1996, between PCCBP (Wilson, NC) and The Coca-Cola Company

Letter renewal for MINUTE MAID, dated August 16, 1996, between PCCBP (Wilson, NC) and The Coca-Cola Company

Letter renewal for SPRITE, dated August 16, 1996, between PCCBP (Wilson, NC) and The Coca-Cola Company

Letter renewal for TAB, dated August 16, 1996, between PCCBP (Wilson, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 27, 1989, between Coca-Cola Bottling Co. of Tarboro, Inc. (Tarboro, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 27, 1989, between Coca-Cola Bottling Co. of Tarboro, Inc. (Tarboro, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 27, 1989, between Coca-Cola Bottling Co. of Tarboro, Inc. (Tarboro, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated January 27, 1989, between Coca-Cola Bottling Co. of Tarboro, Inc. (Tarboro, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 27, 1989, between Coca-Cola Bottling Co. of Tarboro, Inc. (Tarboro, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated January 27, 1989, between Coca-Cola Bottling Co. of Tarboro, Inc. (Tarboro, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated July 1, 1989, between Fayetteville Coca-Cola Bottling Co. (Plymouth, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between PCCBP (Plymouth, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated July 1, 1989, between Fayetteville Coca-Cola Bottling Co. (Plymouth, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated July 1, 1989, between Fayetteville Coca-Cola Bottling Co. (Plymouth, NC) and The Coca-Cola Company

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Allied Bottle Contract for MELLO YELLO, dated July 1, 1989, between Fayetteville Coca-Cola Bottling Co. (Plymouth, NC) and The Coca-Cola Company

Allied Bottle Contract for MINUTE MAID, dated July 1, 1989, between Fayetteville Coca-Cola Bottling Co. (Plymouth, NC) and The Coca-Cola Company

**Sub-Bottler's Contract**, dated January 06, 1964, between Estate of J.K. Crosswell; Coastal Coca-Cola Bottling Company (Marion, SC) and The Coca-Cola Company

Letter renewal for FANTA, dated January 13, 2003, between PCCBP d/b/a Coastal CCBC (Marion, SC) and The Coca-Cola Company

Contract for FRESCA, dated December 22, 1992, between The Coastal Coca-Cola Bottling Company (Marion, SC) and The Coca-Cola Company

Letter renewal for MELLO YELLO, dated March 25, 1998, between PCCBP d/b/a Coastal CCBC (Marion, SC) and The Coca-Cola Company

Letter renewal for MINUTE MAID, dated December 17, 1998, between PCCBP d/b/a Coastal CCBC (Marion, SC) and The Coca-Cola Company

Letter renewal for Mr. PiBB, dated December 20, 1994, between PCCBP d/b/a Coastal CCBC (Marion, SC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 1, 1993, between Eastern Carolina CCBC (Goldsboro, NC) and The Coca-Cola Company

Allied Bottle Contract for FANTA, dated May 1, 2002, between PCCBP (Goldsboro, NC) and The Coca-Cola Company

Allied Bottle Contract for FRESCA, dated January 1, 1993, between Eastern Carolina CCBC (Goldsboro, NC) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 1, 1993, between Eastern Carolina CCBC (Goldsboro, NC) and The Coca-Cola Company

Allied Bottle Contract for TAB, dated January 1, 1993, between Eastern Carolina CCBC (Goldsboro, NC) and The Coca-Cola Company

Allied Bottle Contract for MELLO YELLO, dated January 1, 1993, between Eastern Carolina CCBC (Goldsboro, NC) and The Coca-Cola Company

**Master Bottle Contract**, dated January 11, 1990, between Hartwell Coca-Cola Bottling Company, Inc. (Hartwell, GA) and The Coca-Cola Company

Allied Bottle Contract for SPRITE, dated January 11, 1990, between Hartwell Coca-Cola Bottling Co. (Hartwell, GA) and The Coca-Cola Company

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Allied Bottle Contract for TAB, dated January 11, 1990, between Hartwell Coca-Cola Bottling Co. (Hartwell, GA) and The Coca-Cola Company  
Allied Bottle Contract for FANTA, dated January 11, 1990, between Hartwell Coca-Cola Bottling Co. (Hartwell, GA) and The Coca-Cola Company  
Allied Bottle Contract for FRESCA, dated January 11, 1990, between Hartwell Coca-Cola Bottling Co. (Hartwell, GA) and The Coca-Cola Company  
Allied Bottle Contract for Mr. PiBB, dated January 11, 1990, between Hartwell Coca-Cola Bottling Co. (Hartwell, GA) and The Coca-Cola Company  
Allied Bottle Contract for MELLO YELLO, dated January 11, 1990, between Hartwell Coca-Cola Bottling Co. (Hartwell, GA) and The Coca-Cola Company  
Allied Bottle Contract for MINUTE MAID, dated January 11, 1990, between Hartwell Coca-Cola Bottling Co. (Hartwell, GA) and The Coca-Cola Company  
**Sub-Bottler's Contract**, dated September 9, 1937, between The Capital Coca-Cola Bottling Co. and Sanford Coca-Cola Bottling Company (Sanford, NC)  
**Sub-Bottler's Contract**, dated January 12, 1917, between Winston Coca-Cola Bottling Co. (Winston-Salem, NC) and Mayodan Coca-Cola Bottling Co. (Greensboro, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Georgetown Coca-Cola Bottling Company (Georgetown, SC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Emporia, VA)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Wilmington, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Weldon, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Rocky Mount, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Kelford, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Metrolina Bottling Co. (Charlotte, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Metrolina Bottling Co. (Pageland, SC)

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DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Metrolina Bottling Co. (Biscoe, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and COBC, Inc. (Albany, GA)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and COBC, Inc. (Columbus, GA)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and ECBC, Inc. (Fayetteville, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and LYBC, Inc. (Lynchburg, VA)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and MOBC, Inc. (Mobile, AL)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and NABC, Inc. (Jackson, TN)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and NABC, Inc. (Murfreesboro, TN)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and NABC, Inc. (Florence, AL)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and NABC, Inc. (Dickson, TN)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and NABC, Inc. (Columbia, TN)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and NABC, Inc. (Fayetteville, TN)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and NABC, Inc. (Nashville, TN)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Coca-Cola Bottling Company of Nashville, LP (Laurel, MS)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and PCBC, Inc. (Panama City, FL)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and ROBC, Inc. (Roanoke, VA)

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DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and ROBC, Inc. (Bristol, VA)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and ROBC, Inc. (Norton, VA)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and SUBC, Inc. (Sumter, SC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and TOBC, Inc. (Thomasville, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WCBC, Inc. (N. Wilkesboro, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WCBC, Inc. (Asheville, NC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WVBC, Inc. (Marlinton, WV)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WVBC, Inc. (Charleston, WV)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WVBC, Inc. (Huntington, WV)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WVBC, Inc. (Elkins, WV)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WVBC, Inc. (Beckley, WV)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WVBC, Inc. (Clarksburg, WV)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and WVBC, Inc. (Bluefield, WV)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a  
Columbia Coca-Cola Bottling Company (Columbia SC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Greenwood,  
SC)  
DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola

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Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Hampton Coca-Cola Bottling Company (Hampton, SC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Charleston — Dorchester Coca-Cola Bottling Company (Charleston, SC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Charleston — Dorchester Coca-Cola Bottling Company (Summerville, SC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Anderson, SC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Abbeville, SC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Wilson, NC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Tarboro, NC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Plymouth, NC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Coastal Coca-Cola Bottling Company (Marion, SC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Eastern Carolina Coca-Cola Bottling Company, Inc. (Goldsboro, NC)

DASANI Marketing and Distribution Agreement, dated 10/01/2000, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Hartwell, GA)

Consent Letter to Distribute Cumberland Gap Mountain Spring Water, dated October 23, 2006, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated

POWERADE Marketing and Distribution Agreement, dated November 14, 1994, between Georgetown CCBC and The Coca-Cola Company (Georgetown, SC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between CCBC of Wilmington, Inc. and The Coca-Cola Company (Emporia, VA)

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POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between CCBC of Wilmington, Inc. and The Coca-Cola Company (Wilmington, NC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between CCBC of Wilmington, Inc. and The Coca-Cola Company (Weldon, NC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between CCBC of Wilmington, Inc. and The Coca-Cola Company (Rocky Mount, NC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between CCBC of Wilmington, Inc. and The Coca-Cola Company (Kelford, NC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between Metrolina Bottling Company and The Coca-Cola Company (Charlotte, NC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between Metrolina Bottling Company and The Coca-Cola Company (Biscoe, NC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between Metrolina Bottling Company and The Coca-Cola Company (Pageland, SC)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between MOBC, Inc. and The Coca-Cola Company (Mobile, AL)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WVBC, Inc. and The Coca-Cola Company (Beckley, WV)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WVBC, Inc. and The Coca-Cola Company (Charleston, WV)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WVBC, Inc. and The Coca-Cola Company (Clarksburg, WV)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WVBC, Inc. and The Coca-Cola Company (Huntington, WV)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WVBC, Inc. and The Coca-Cola Company (Bluefield, WV)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WVBC, Inc. and The Coca-Cola Company (Elkins, WV)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WVBC, Inc. and The Coca-Cola Company (Marlinton, WV)

POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between ECBC, Inc. and The Coca-Cola Company (Fayetteville, NC)

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POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WCBC, Inc. and The Coca-Cola Company (Asheville, NC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between WCBC, Inc. and The Coca-Cola Company (N. Wilkesboro, NC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between NABC, Inc. and The Coca-Cola Company (Nashville, TN)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between NABC, Inc. and The Coca-Cola Company (Murfreesboro, TN)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between NABC, Inc. and The Coca-Cola Company (Jackson, TN)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between NABC, Inc. and The Coca-Cola Company (Columbia, TN)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between NABC, Inc. and The Coca-Cola Company (Fayetteville, TN)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between Coca-Cola Bottling Co. of Nashville, LP. And The Coca-Cola Company (Laurel, MS)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between NABC, Inc. and The Coca-Cola Company (Dickson, TN)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCBC, Inc. and The Coca-Cola Company (Panama City, FL)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between COBC, Inc. and The Coca-Cola Company (Columbus, GA)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between COBC, Inc. and The Coca-Cola Company (Albany, GA)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between ROBC, Inc. and The Coca-Cola Company (Roanoke, VA)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between ROBC, Inc. and The Coca-Cola Company (Bristol, VA)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between ROBC, Inc. and The Coca-Cola Company (Norton, VA)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Hartwell, GA)

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POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Goldsboro, NC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Plymouth, NC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Tarboro, NC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Wilson, NC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Abbeville, SC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Anderson, SC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Charleston, SC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Columbia, SC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Greenwood, SC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Hampton, SC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Marion, SC)  
POWERADE Marketing and Distribution Agreement, dated November 30, 1994, between PCCBP and The Coca-Cola Company (Summerville, SC)  
POWERADE Marketing and Distribution Agreement, dated January 29, 1997, between TOBC, Inc. and The Coca-Cola Company (Thomasville, NC)  
POWERADE Marketing and Distribution Agreement, dated January 21, 1998, between NABC, Inc. and The Coca-Cola Company (Florence , AL)  
POWERADE Marketing and Distribution Agreement, dated October 29, 1999, between LYBC, Inc. and The Coca-Cola Company (Lynchburg, VA)  
POWERADE Marketing and Distribution Agreement, dated May 28, 1999, between SUBC, Inc. and The Coca-Cola Company (Sumter, SC)

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MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Hartwell, GA)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Eastern Carolina CCB Co. (Goldsboro)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Plymouth, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Tarboro, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Wilson, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Abbeville, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Anderson, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Charleston-Dorchester (Charleston, SC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Columbia Coca-Cola Bottling Co. (Columbia, SC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership (Greenwood, SC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Hampton Coca-Cola Bottling Co. (Hampton, SC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a The Coastal Coca-Cola Bottling Co. (Marion, SC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated Dec. 1, 1997, between The Coca-Cola Co. and Piedmont Coca-Cola Bottling Partnership d/b/a Charleston-Dorchester (Summerville, SC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Emporia, VA)

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MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Wilmington, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Weldon, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Rocky Mount, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and CCBC of Wilmington, Inc. (Kelford, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and Metrolina Bottling Co. (Charlotte, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and Metrolina Bottling Co. (Biscoe, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and Metrolina Bottling Co. (Pageland, SC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and COBC, Inc. (Columbus, GA)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and COBC, Inc. (Albany, GA)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and ECBC, Inc. (Fayetteville, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and MOBC, Inc. (Mobile, AL)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and NABC, Inc. (Columbia, TN)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and NABC, Inc. (Dickson, TN)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and NABC, Inc. (Fayetteville, TN)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and NABC, Inc. (Jackson, TN)

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MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and NABC, Inc. (Murfreesboro, TN)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and NABC, Inc. (Nashville, TN)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated September 11, 2001, between The Coca-Cola Co. and NABC, Inc. (Florence AL)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and Coca-Cola Bottling Co of Nashville, L.P. (Laurel, MS)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and PCBC, Inc. (Panama City, FL)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and ROBC, Inc. (Bristol, VA)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and ROBC, Inc. (Norton, VA)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and ROBC, Inc. (Roanoke, VA)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and TOBC, Inc. (Thomasville, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WCBC, Inc. (Asheville, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WCBC, Inc. (N. Wilkesboro, NC)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WVBC, Inc. (Beckley, WV)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WVBC, Inc. (Bluefield, WV)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WVBC, Inc. (Charleston, WV)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WVBC, Inc. (Clarksburg, WV)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WVBC, Inc. (Elkins, WV)

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MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WVBC, Inc. (Huntington, WV)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated August 1, 1997, between The Coca-Cola Co. and WVBC, Inc. (Marlinton, WV)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated October 29, 1999, between The Coca-Cola Co. and LYBC, Inc. (Lynchburg, VA)

MINUTE MAID (non-carb) Marketing and Distribution Agreement, dated May 28, 1999, between The Coca-Cola Co. and SUBC, Inc. (Sumter, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Georgetown, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and CCBC of Wilmington, Inc. (Emporia, VA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and CCBC of Wilmington, Inc. (Wilmington, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and CCBC of Wilmington, Inc. (Weldon, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and CCBC of Wilmington, Inc. (Rocky Mount, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and CCBC of Wilmington, Inc. (Kelford, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Charlotte, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Pageland, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Biscoe, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Albany, GA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Columbus, GA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Fayetteville, NC)

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MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Lynchburg, VA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Mobile, AL)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Jackson, TN)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Murfreesboro, TN)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Florence, AL)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Dickson, TN)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Columbia, TN)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Fayetteville, TN)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Nashville, TN)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Laurel, MS)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Panama City, FL)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Roanoke, VA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Bristol, VA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Norton, VA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Sumter, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Thomasville, NC)

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MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (N. Wilkesboro, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Asheville, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Marlinton, WV)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Charleston, WV)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Huntington, WV)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Elkins, WV)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Beckley, WV)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Clarksburg, WV)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Bluefield, WV)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP d/b/a Columbia CCBC (Columbia, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP (Greenwood, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP d/b/a Hampton CCBC (Hampton, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP d/b/a Charleston-Dorchester CCBC (Charleston, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP d/b/a Charleston-Dorchester CCBC (Summerville, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP (Anderson, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP (Abbeville, SC)

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MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP (Wilson, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP (Tarboro, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP (Plymouth, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP d/b/a Coastal CCBC (Marion, SC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP d/b/a Eastern Carolina CCBC (Goldsboro, NC)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and PCCBP (Hartwell, GA)

MINUTE MAID (Cold Fill) Bottler Contract, dated May 27, 2004, between The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated (Reidsville, NC)

NESTEA (1997) Marketing and Distribution Agreement, dated May 28, 1999, between SUBC, Inc. (Sumter, SC) and Coca-Cola Nestle' Refreshments Company, USA

NESTEA (1997) Marketing and Distribution Agreement, dated October 29, 1999, between LYBC, Inc. (Lynchburg, VA) and Coca-Cola Nestle' Refreshments Company, USA

Barq's Bottler's Agreement , dated March 22, 1994, between Metrolina Bottling Company and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between MOBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between WVBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between ECBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between WCBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between NABC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between PCBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between COBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement , dated March 22, 1994, between ROBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement, dated March 22, 1994, between Piedmont Coca-Cola Bottling Partnership and Barq's, Inc.

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Barq's Bottler's Agreement, dated October 29, 1999, between LYBC, Inc. and Barq's, Inc.

Barq's Bottler's Agreement, dated May 28, 1999, between SUBC, Inc. and Barq's, Inc.

Dr Pepper Bottler's License Agreement (No. 512-I), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Charlotte and Dr Pepper Company

Sugar Free Dr Pepper Bottler's License Agreement (No. 512-I), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Charlotte and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 512-I), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Charlotte and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 583-I), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Raleigh and Dr Pepper Company

Sugar Free Dr Pepper Bottler's License Agreement (No. 583-I), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Raleigh and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 583-I), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Raleigh and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 1002-B), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Burlington and Dr Pepper Company

Sugar Free Dr Pepper Bottler's License Agreement (No. 1002-B), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Burlington and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 1002-B), dated January 1, 1980, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Burlington and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 1001-A), dated January 31, 1990, between Biscoe Coca-Cola Bottling Company, Inc. d/b/a Dr Pepper Bottling Company of Biscoe and Dr Pepper Company

Diet Dr Pepper Bottler's License Agreement (No. 1001-A), dated January 31, 1990, between Biscoe Coca-Cola Bottling Company, Inc. d/b/a Dr Pepper Bottling Company of Biscoe and Dr Pepper Company

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Dr Pepper Bottler's Canned Products License Agreement (No. 1001-A), dated January 31, 1990, between Biscoe Coca-Cola Bottling Company, Inc. d/b/a Dr Pepper Bottling Company of Biscoe and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 246-F), dated December 18, 1987, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Mobile and Dr Pepper Company (including February 15, 1985 "Addendum")

Diet Dr Pepper Bottler's License Agreement (No. 246-F), dated December 18, 1987, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Mobile and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 246-F), dated December 18, 1987, between Coca-Cola Bottling Co. Consolidated d/b/a Dr Pepper Bottling Company of Mobile and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 557-L), dated February 12, 1993, between The Coca-Cola Bottling Company of West Virginia and Dr Pepper Company

Diet Dr Pepper Bottler's License Agreement (No. 557-L), dated February 12, 1993, between The Coca-Cola Company of West Virginia and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 557-L), dated February 12, 1993, between The Company of West Virginia and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 740-I), dated February 12, 1993, between Coca-Cola Bottling Works of Columbia, TN d/b/a/ Tygart Valley Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Elkins, WV and Dr Pepper Company

Diet Dr Pepper Bottler's License Agreement (No. 740-I), dated February 12, 1993, between Coca-Cola Bottling Works of Columbia, TN d/b/a/ Tygart Valley Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Columbia, TN and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 740-I), dated February 12, 1993, between Coca-Cola Bottling Works of Columbia, TN d/b/a Tygart Valley Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Elkins, WV and Dr Pepper Company

Dr. Pepper Bottler's License Agreement (639-G), dated July 2, 1993, between Fayetteville Coca-Cola Bottling Company d/b/a Dr. Pepper Bottling Company of Fayetteville, NC and Dr. Pepper Company

Diet Dr. Pepper Bottler's License Agreement (639-G), dated July 2, 1993 between Fayetteville Coca-Cola Bottling Company d/b/a Dr. Pepper Bottling Company of Fayetteville, NC and Dr. Pepper Company

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Dr. Pepper Bottler's Canned Products License Agreement (639-G), dated July 2, 1993, between Fayetteville Coca-Cola Bottling Company d/b/a Dr. Pepper Bottling Company of Fayetteville, NC and Dr. Pepper Company

Diet Dr. Pepper Bottler's License Agreement (375-G), dated March 28, 1986, between Nashville and Dr. Pepper Company

Dr. Pepper Bottler's Canned Products License Agreement, dated March 28, 1986, between Nashville and Dr. Pepper Company

Dr Pepper Bottler's License Agreement (No. 1064-A), dated January 15, 1990, between Coca-Cola Bottling Works of Murfreesboro d/b/a Dr Pepper Bottling Company of Murfreesboro and Dr Pepper Company

Diet Dr Pepper Bottler's License Agreement (No. 1064-A), dated January 15, 1990, between Coca-Cola Bottling Works of Murfreesboro d/b/a Dr Pepper Bottling Company of Murfreesboro and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 1064-A), dated January 15, 1990, between Coca-Cola Bottling Works of Murfreesboro d/b/a Dr Pepper Bottling Company of Murfreesboro and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 531-E), dated March 29, 1991, between Coca-Cola Bottling Company of Jackson, Inc. d/b/a Dr Pepper Bottling Company of Jackson and Dr Pepper Company

Diet Dr Pepper Bottler's License Agreement (No. 531-E), dated March 29, 1991, between Coca-Cola Bottling Company of Jackson, Inc. d/b/a Dr Pepper Bottling Company of Jackson and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 531-E), dated March 29, 1991, between Coca-Cola Bottling Company of Jackson, Inc. d/b/a Dr Pepper Bottling Company of Jackson and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 496-E), dated September 5, 1973, between Coca-Cola Bottling Works of Columbia, TN d/b/a Dr Pepper Bottling Company of Columbia, TN and Dr Pepper Company

Sugar Free Dr Pepper Bottler's License Agreement (No. 496-E), dated September 5, 1973, between Coca-Cola Bottling Works of Columbia, TN d/b/a Dr Pepper Bottling Company of Columbia, TN and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 496-E), dated September 5, 1973, between Coca-Cola Bottling Works of Columbia, TN d/b/a Dr Pepper Bottling Company of Columbia, TN and Dr Pepper Company

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Dr Pepper Bottler's License Agreement (No. 906-A), dated April 1, 1968, between Dickson Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Dickson, TN and Dr Pepper Company

Sugar Free Dr Pepper Bottler's License Agreement (No. 906-A), dated February 23, 1972, between Dickson Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Dickson, TN and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (No. 906-A), dated September 3, 1980, between Dickson Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Dickson, TN and Dr Pepper Company

Dr Pepper Bottler's License Agreement (No. 424-I), dated May 24, 1993, between Columbus Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Columbus and Dr Pepper Company

Diet Free Dr Pepper Bottler's License Agreement (No. 424-I), dated May 24, 1993, between Columbus Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Columbus and Dr Pepper Company

Caffeine Free Dr Pepper Bottler's License Agreement (No. 424-I), dated May 24, 1993, between Columbus Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Columbus and Dr Pepper Company

Dr Pepper Bottler's License Agreement (392-H), dated January 22, 1998, between NABC, Inc d/b/a Dr Pepper Bottling Company of Florence and Dr Pepper Company

Diet Dr Pepper Bottler's License Agreement (392-H), dated January 22, 1998, between NABC, Inc d/b/a Dr Pepper Bottling Company of Florence and Dr Pepper Company

Dr Pepper Bottler's Canned Products License Agreement (392-H), dated January 22, 1998, between NABC, Inc d/b/a Dr Pepper Bottling Company of Florence and Dr Pepper Company

Dr. Pepper Bottler's License Agreement (1060-B), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Goldsboro and Dr. Pepper Company

Diet Dr. Pepper Bottler's License Agreement (1060-B), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Goldsboro and Dr. Pepper Company

Dr. Pepper Bottler's Canned Products License Agreement (1060-B), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Goldsboro and Dr. Pepper Company

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Dr. Pepper Bottler's License Agreement (663-I), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Wilson, NC and Dr. Pepper Company

Diet Dr. Pepper Bottler's License Agreement (663-I), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Wilson, NC and Dr. Pepper Company

Dr. Pepper Bottler's Canned Products License Agreement (663-I), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Wilson, NC and Dr. Pepper Company

Dr. Pepper Bottler's License Agreement (1062-C), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Plymouth, NC and Dr. Pepper Company

Diet Dr. Pepper Bottler's License Agreement (1062-C), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Plymouth, NC and Dr. Pepper Company

Dr. Pepper Bottler's Canned Products License Agreement (1062-C), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Plymouth, NC and Dr. Pepper Company

Dr. Pepper Bottler's License Agreement (513-B), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Greenville, SC and Dr. Pepper Company

Diet Dr. Pepper Bottler's License Agreement (513-B), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Greenville, SC and Dr. Pepper Company

Dr. Pepper Bottler's Canned Products License Agreement (513-B), dated 7/2/93, between Palmetto BCCC Ventures, Inc. and CCCB Investments d/b/a Dr Pepper Bottling Company of Greenville, SC and Dr. Pepper Company

Sun-drop License Agreement, dated September 9, 1992, between Fayetteville Coca-Cola Bottling Company and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Amendment to Sun-drop License Agreement, dated September 9, 1992, between Fayetteville Coca-Cola Bottling Company and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Amendment No. 2 to Sun-drop License Agreement, dated September 9, 1992, between Fayetteville Coca-Cola Bottling Company and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Schedule V

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Amendment to Sun-drop License Agreement, dated April 24, 1995, between Fayetteville Coca-Cola Bottling Company and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Sun-drop License Agreement, dated September 9, 1992, between Coca-Cola Bottling Co. Affiliated, Inc. and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Amendment to Sun-drop License Agreement, dated April 12, 1995, between Coca-Cola Bottling Co. Affiliated, Inc. and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Sun-drop License Agreement, dated July 1, 1993, between Piedmont Coca-Cola Bottling Partnership and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Amendment to Sun-drop License Agreement, dated July 1, 1993, between Piedmont Coca-Cola Bottling Partnership and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Amendment to Sun-drop License Agreement, dated March 15, 1999, between Piedmont Coca-Cola Bottling Partnership and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Sun-drop License Agreement, dated July 1, 1993, between CCBC of Wilmington, Inc. and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Amendment to Sun-drop License Agreement, dated July 1, 1993, between CCBC of Wilmington, Inc. and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

Amendment to Sun-drop License Agreement, dated March 15, 1999, between CCBC of Wilmington, Inc. and Sun-drop U.S.A. a division of Cadbury Beverages, Inc.

SEAGRAM Soft Drink Trademark License and Bottling Agreement, dated September 1, 1988, between Coca-Cola Bottling Co. Consolidated and Joseph E. Seagram & Sons, Inc./Premium Beverages, Inc.

ROCKSTAR Distribution Agreement, dated August 16, 2004, between Coca-Cola Bottling Co. Consolidated and ROCKSTAR, Inc.

Letter amending ROCKSTAR Distribution Agreement, dated May 31, 2005, between Coca-Cola Bottling Co. Consolidated and ROCKSTAR, Inc.

Manufacturing and Distribution License Agreement, dated April 1, 2006, between Cinnabon, Inc. and Beverage Plus, Inc.

Relationship Transition Agreement, dated April 1, 2006, between Cinnabon, Inc.; Brian-Twist, Inc. and Beverage Plus, Inc.

Consideration Agreement, dated April 1, 2006, between Brain-Twist, Inc. and Beverage Plus, Inc.

Schedule V

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Manufacturing Agreement, dated May 8, 2006, between O-AT-KA Milk Products Cooperative, Inc. and BYB Brands, Inc.

Manufacturing and Bottling Agreement, dated September 25, 2006, between BYB Brands, Inc. and Union Beverage Packers, LLC

Distribution Agreement, dated January 1, 2007, between SPIKE Beverage, LLC and BYB Brands, Inc.

Distribution Agreement, dated January 2, 2007, between Cadbury Schweppes Bottling Group, Inc. and BYB Brands, Inc.

Agreement and Consent, dated January 4, 2007, between O-AT-KA Milk Products Cooperative, Inc. and BYB Brands, Inc.

Distribution Agreement, dated January 10, 2007, between Snapple Distributors, Inc. and BYB Brands, Inc.

Product Supply Agreement, dated January 19, 2007, between Beverage House, Inc. and BYB Brands, Inc.

Distribution Agreement, dated February 1, 2007, between J.J. Taylor Distributing Florida, Inc. and BYB Brands, Inc.

Schedule V

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Permitted Investments

Investments in the following entities are permitted pursuant to Sections 5.01(m)(i) and 5.01(m)(ii):

CCBC of Wilmington, Inc.

CCBCC Operations, LLC

CCBCC Vending, LLC

CCBCC, Inc.

Chesapeake Treatment Company, LLC

Coca-Cola Bottlers' Sales & Services Company, LLC

Coca-Cola Ventures, Inc.

Consolidated Beverage Co.

Consolidated Real Estate Group, LLC

Data Ventures, Inc.

Heath Oil Co., Inc.

Piedmont Coca-Cola Bottling Partnership

South Atlantic Cannery, Inc.

Southeastern Container, Inc.

Tennessee Soft Drink Production Company

TXN, Inc.

BYB Brands, Inc.

Swift Water Logistics, Inc.

Data Ventures Europe, BV

Schedule VI

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Contingent Obligations

1. Amended and Restated Guaranty Agreement, effective as of July 15, 1993, made by the Borrower and each of the other guarantor parties thereto in favor of Trust Company Bank, Teachers Insurance and Annuity Association of America. Pursuant to this guaranty agreement, the Borrower has Existing Contingent Obligations with respect to the Senior Secured Notes (and any refinancing thereof) and the revolving line of credit of Southeastern Container, Inc.

2. Amended and Restated Guaranty Agreement, dated as of May 18, 2000, made by the Borrower in favor of Wachovia Bank of North Carolina, N.A. Pursuant to this guaranty agreement, the Borrower has Existing Contingent Obligations with respect to the term loan and line of credit of South Atlantic Cannery, Inc.

3. Guaranty Agreement, dated as of December 1, 2001, made by the Borrower in favor of Wachovia Bank, N.A. Pursuant to the guaranty agreement, the Borrower has Existing Contingent Obligations with respect to an irrevocable letter of credit issued by Wachovia Bank, N.A. in favor of South Atlantic Cannery, Inc.

4. Guaranty Agreement made by the Borrower in favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, or an affiliate thereof. Pursuant to this guaranty agreement, the Borrower will guarantee the obligations of Data Ventures Europe, BV, pursuant to the Letter of Credit Agreement listed as Item 3 of Schedule VIII hereto.

Schedule VII

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Permitted Subsidiary Indebtedness

1. Lease Agreement, dated as of December 18, 2006, between the CCBCC Operations, LLC and Beacon Investment Corporation, related to the Borrower's corporate headquarters and an adjacent office building in Charlotte, North Carolina.
2. Lease Agreement, dated as of December 15, 2000, between the Borrower and Harrison Limited Partnership One, related to the Snyder Production Center in Charlotte, North Carolina and a distribution center adjacent thereto. The Borrower reserves the right to assign this lease to a Subsidiary.
3. Letter of Credit Agreement between Data Ventures Europe, BV, an indirect wholly-owned Subsidiary of the Borrower, and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, or an affiliate thereof, for up to 1,000,000 Euros.

Schedule VIII

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NOTICE OF BORROWING

Citibank, N.A., as Administrative  
Agent for the Lenders parties  
to the Credit Agreement  
referred to below Two  
Penns Ways, Suite 200 New  
Castle, Delaware 19720  
Attention:

[Date]

Ladies and Gentlemen:

The undersigned, Coca-Cola Bottling Co. Consolidated (the "Borrower"), refers to the Amended and Restated Credit Agreement, dated as of March 8, 2007 (as from time to time amended, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the undersigned, certain Lenders parties thereto and Citibank, N.A., as Administrative Agent for said Lenders, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Borrowing (the "Proposed Borrowing") under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing as required by Section 2.02(a) of the Credit Agreement:

- (i) The Business Day of the Proposed Borrowing is \_\_\_\_\_, \_\_\_\_\_.
- (ii) The Type of Advances initially comprising the Proposed Borrowing is [Base Rate Advances] [Eurodollar Rate Advances].
- (iii) The amount of the Proposed Borrowing is \$ \_\_\_\_\_.
- [(iv) The initial Interest Period for each Advance made as part of the Proposed Borrowing is \_\_\_\_\_ month[s]]<sup>1</sup>.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

- (a) the representations and warranties contained in Section 4.01 of the Credit Agreement (excluding, in the case of a Borrowing after the initial Borrowing, the Excluded Representations) are correct in all material respects, before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom, as

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<sup>1</sup> For Eurodollar Rate Advances only.

though made on and as of such date (unless expressly stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);

(b) no event has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds therefrom, which constitutes an Event of Default or a Default.

Very truly yours,

COCA-COLA BOTTLING CO. CONSOLIDATED

By \_\_\_\_\_  
Title:

Form of Notice of Borrowing

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ASSIGNMENT AND ACCEPTANCE

Dated \_\_\_\_\_, \_\_\_\_\_

Reference is made to the Amended and Restated Credit Agreement dated as of March 8, 2007 (as from time to time amended, the "Credit Agreement") among Coca-Cola Bottling Co. Consolidated, a Delaware corporation (the "Borrower"), the Lenders (as defined in the Credit Agreement) and Citibank, N.A., as Administrative Agent for the Lenders (the "Administrative Agent"). Terms defined in the Credit Agreement are used herein with the same meaning.

\_\_\_\_\_ (the "Assignor") and \_\_\_\_\_ (the "Assignee") agree as follows:

1. Effective on the Effective Date (as defined below), and subject to payment to the Assignor specified in Schedule 1, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified on Schedule 1 of all outstanding rights and obligations under the Credit Agreement, including, without limitation, such interest in the Assignor's Commitment and the Advances owing to the Assignor. After giving effect to such sale and assignment, the Assignee's Commitment and the amount of the Advances owing to the Assignee will be as set forth in Schedule 1.

2. Effective on the Effective Date, Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other instrument or document furnished pursuant thereto.

3. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.01 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it is an Eligible Assignee; (iv) appoints and authorizes the Administrative Agent to take such action as administrative agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Administrative Agent by the

Form of Assignment and Acceptance

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terms thereof, together with such powers as are reasonably incidental thereto; (v) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender; [and] (vi) specifies as its Domestic Lending Office (and address for notices) and Eurodollar Lending Office the offices set forth beneath its name on the signature pages hereof [and (vii) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Credit Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty].<sup>1</sup>

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee and the consent of the Borrower, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The Effective Date of this Assignment and Acceptance shall be the date of acceptance thereof by the Administrative Agent, unless otherwise specified on Schedule 1 hereto (the "Effective Date").

5. Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

6. Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest, Facility Fee and Utilization Fee with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Effective Date directly between themselves.

7. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule 1 hereto.

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<sup>1</sup> If the Assignee is organized under the laws of a jurisdiction outside the United States.

SCHEDULE 1  
to  
ASSIGNMENT AND ACCEPTANCE

Percentage assigned to Assignee \_\_\_\_\_%

Assignee's Commitment \$ \_\_\_\_\_

Aggregate outstanding principal amount of Advances assigned \$ \_\_\_\_\_

Consideration payable by Assignee to Assignor \$ \_\_\_\_\_

Effective Date (if other than date of acceptance by Administrative Agent)\* \_\_\_\_\_, \_\_\_\_\_

[NAME OF ASSIGNOR], as Assignor

By \_\_\_\_\_  
Title:

Form of Assignment and Acceptance

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[NAME OF ASSIGNEE], as Assignee

By \_\_\_\_\_  
Title:

Domestic Lending Office:

Eurodollar Lending Office:

\_\_\_\_\_

\* This date should be no earlier than the date of acceptance by the Administrative Agent.

Accepted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

CITIBANK, N.A., as Administrative Agent

By \_\_\_\_\_  
Title:

CONSENTED TO:

COCA-COLA BOTTLING CO. CONSOLIDATED

By \_\_\_\_\_  
Title:

Form of Assignment and Acceptance

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[Form of Opinion of Special Counsel to the Borrower]

[\_\_ \_\_], 2007

To the Banks party to the Credit Agreement referred to below  
Citibank, N.A., as  
Administrative Agent Two Penns Way, Suite  
200 New Castle, Delaware 19720

Ladies and Gentlemen:

We have acted as counsel to Coca-Cola Bottling Co. Consolidated, a Delaware corporation (the "Borrower"), in connection with the loan transaction (the "Loan Transaction") contemplated by the Amended and Restated Credit Agreement dated as of March 8, 2007 (the "Credit Agreement") among the Borrower, the Banks named therein (collectively, the "Lenders") and Citibank, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). All capitalized terms used and not otherwise defined herein shall have the same meanings as are ascribed to them in the Credit Agreement. This opinion letter is being delivered pursuant to Section 3.01(d) of the Credit Agreement.

In rendering the opinions set forth herein, we have reviewed the Credit Agreement as well as a copy of the Restated Certificate of Incorporation of the Borrower, as certified by the Delaware Secretary of State on March \_\_, 2007 (the "Certificate of Incorporation"), the Amended and Restated Bylaws of the Borrower (the "Bylaws"), certified copies of the resolutions of the board of directors of the Borrower and such other documents, and have considered such matters of law and fact, in each case as we, in our professional judgment, have deemed appropriate to render the opinions contained herein. With respect to certain facts, we have considered it appropriate to rely upon certificates or other comparable documents of public officials and officers or other appropriate representatives of the Borrower.

The phrases "to our knowledge" and "known to us" mean the conscious awareness by lawyers in the primary lawyer group of factual matters such lawyers recognize as being relevant to the opinion or confirmation so qualified. Where any opinion or confirmation is qualified by the phrase "to our knowledge" or "known to us," the lawyers in the primary lawyer group are without knowledge, or conscious awareness, that the opinion or confirmation is untrue. "Primary lawyer group" means any lawyer in this firm (i) who signs this opinion letter, (ii) who is actively involved in negotiating or documenting the Loan Transaction or (iii) solely as to information relevant to a particular opinion or factual confirmation issue, who is primarily responsible for providing the response concerning the particular opinion or issue.

Form of Opinion of Special Counsel to the Borrower

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The opinions set forth herein are limited to matters governed by the laws of the State of North Carolina, the federal laws of the United States and the Delaware General Corporation Law, and no opinion is expressed herein as to the laws of any other jurisdiction. We note that the Credit Agreement provides that it is to be governed by the laws of New York. Our opinion herein as to the legality, validity, binding effect and enforceability of the Credit Agreement is intended to address the legality, validity, binding effect and enforceability of the Credit Agreement were it, notwithstanding such provision, governed by the laws of the State of North Carolina, and is not intended to address matters of New York law. We express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer exercising customary professional diligence would reasonably recognize as being directly applicable to the Borrower and/or the Loan Transaction or both.

Based upon and subject to the foregoing and the further assumptions, limitations and qualifications hereinafter expressed, it is our opinion that:

1. The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.
2. The Borrower has all requisite corporate power to execute, deliver and perform its obligations and incur liabilities under the Credit Agreement.
3. The Borrower has duly authorized the execution, delivery and performance of, and the incurrence of its obligations under, the Credit Agreement by all necessary corporate action and has duly executed and delivered the Credit Agreement.
4. The Credit Agreement constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.
5. The execution and delivery by the Borrower of the Credit Agreement and the performance by the Borrower of its obligations therein do not and will not (a) violate the Certificate of Incorporation or the Bylaws of the Borrower, (b) result in a breach of, constitute a default or require any consent under, or result in the acceleration or required prepayment of any indebtedness or the imposition of any Lien upon any property of the Borrower pursuant to the terms of any Listed Agreement or (c) violate the terms of any Court Order. For purposes hereof, (x) the term "Listed Agreement" means any of those agreements to which the Borrower is a party listed on Annex A hereto, and (y) the term "Court Order" means any judicial or administrative judgment, order, writ, injunction, decree or arbitral decision that names the Borrower and is specifically directed to it or its properties and that is known to us.
6. The execution and delivery by the Borrower of the Credit Agreement and performance by the Borrower of its obligations therein do not violate applicable provisions of statutory laws, rules or regulations.
7. No consent, approval, authorization or other action by, or filing or registration with, any governmental or regulatory authority or agency of the United States or the State of North Carolina is required as a condition to the effectiveness or legality of the Borrower's

Form of Opinion of Special Counsel to the Borrower

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execution and delivery of, and the performance of its obligations under, the Credit Agreement and consummation of the Loan Transaction (including its incurrence of liabilities under the Credit Agreement).

8. Assuming the Borrower uses proceeds of the Advances in the manner contemplated by Section 5.01(b) of the Credit Agreement, the execution, delivery and performance by the Borrower of the Credit Agreement and the consummation by the Borrower of the Loan Transaction do not and will not violate Regulations T, U or X of the Board of Governors of the Federal Reserve System, as amended.

9. The Borrower is not an "investment company", or a Person "controlled by" an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

10. To our knowledge and except as disclosed in filings of the Borrower with the Securities and Exchange Commission, there is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or agency or arbitral body, now pending or overtly threatened that names and is against the Borrower or any of its Subsidiaries or any of their respective properties that, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

We call your attention to the fact that as a matter of customary practice, certain assumptions underlying opinions are understood to be implicit. In addition, the opinions expressed above are subject to the following assumptions, qualifications and limitations:

- (a) This opinion is subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws affecting the enforcement of creditors' rights generally.
- (b) This opinion is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), which may, among other things, deny rights of specific performance.
- (c) Our opinion in paragraph 4 above is also subject to the effect of general principles of commercial reasonableness, good faith and fair dealing to the extent required of the Administrative Agent and the Lenders by applicable law.
- (d) In rendering our opinion that the Borrower "validly existing" and "in good standing", we have relied solely upon a Certificate of Good Standing regarding the Borrower from the Delaware Secretary of State dated March \_\_, 2007.
- (e) We express no opinion as to the enforceability of any provisions contained in the Credit Agreement that (i) purport to excuse a party for liability for its own acts, (ii) require waivers or amendments to be made only in writing, or (iii) purport to effect waivers of constitutional, statutory or equitable rights or the effect of applicable laws.

Form of Opinion of Special Counsel to the Borrower

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- (f) We do not express any opinion as to the enforceability of contractual provisions of the Credit Agreement concerning choice of law, choice of forum or consent to the jurisdiction of courts, venue of actions or means of service of process.
- (g) We do not express any opinion as to the enforceability of provisions of the Credit Agreement purporting to waive the right of jury trial.
- (h) We do not express any opinion as to the enforceability of provisions of the Credit Agreement purporting to reconstitute the terms thereof as necessary to avoid a claim or defense of usury.
- (i) We do not express any opinion as to the enforceability of provisions of the Credit Agreement purporting to require a party thereto to pay or reimburse attorneys' fees incurred by another party, or to indemnify another party therefor, which provisions may be limited by applicable statutes and decisions relating to the collection and award of attorneys' fees.
- (j) We do not express any opinion as to the enforceability of provisions that enumerated remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative.
- (k) We do not express any opinion as to the enforceability of severability provisions.
- (l) We do not express any opinion as to the enforceability of provisions permitting the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform.
- (m) We do not express any opinion as to the enforceability of provisions that purport to create rights of setoff otherwise than in accordance with applicable law.
- (n) The Credit Agreement contains a provision to the effect that no failure on the part of any Lender or the Administrative Agent to exercise, and no delay in exercising, and no course of dealing with respect to, any right thereunder shall operate as a waiver thereof. The North Carolina Court of Appeals has held that when the holder of a promissory note regularly accepts late payments, it is deemed to waive its right to accelerate the indebtedness because of late payments until it notifies the maker that prompt payments are again required. Driftwood Manor Investors v. City Federal Savings & Loan Ass'n, 63 N.C. App. 459, 464, 305 S.E.2d 204, 207 (1983).

This opinion letter is delivered solely for the benefit of the Administrative Agent and each of the Lenders and any successor or permitted assignee of the Administrative Agent or of any Lender in connection with the Loan Transaction and may not be used or relied upon by any other person or for any other purpose without our prior written consent in each instance;

Form of Opinion of Special Counsel to the Borrower

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provided, that this opinion letter may be used without our consent (i) as required by applicable law or regulation, (ii) pursuant to judicial process or government order or requirement and (iii) in connection with any enforcement of rights in respect of the transactions described herein. Our opinions expressed herein are as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof that may affect our opinions expressed herein.

Very truly yours,

KENNEDY COVINGTON LOBDELL & HICKMAN, L.L.P.

Form of Opinion of Special Counsel to the Borrower

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ANNEX A

1. Supplemental Indenture, dated as of March 3, 1995, between the Borrower and Citibank, N.A. (as successor to NationsBank of Georgia, National Association, the initial trustee).
2. Form of the Borrower's 6.85% Debentures due 2007.
3. Form of the Borrower's 7.20% Debentures due 2009.
4. Form of the Borrower's 6.375% Debentures due 2009.
5. Form of the Borrower's 5.00% Senior Notes due 2012.
6. Form of the Borrower's 5.30% Senior Notes due 2015.
7. Form of the Borrower's 5.00% Senior Notes due 2016.
8. Second Amended and Restated Promissory Note, dated as of August 25, 2005, by and between Piedmont Coca-Cola Bottling Partnership and the Borrower.
9. Amended and Restated Guaranty Agreement, effective as of July 15, 1993, made by the Borrower and each of the other guarantor parties thereto in favor of Trust Company Bank and Teachers Insurance and Annuity Association of America.
10. Amended and Restated Guaranty Agreement, dated as of May 18, 2000, made by the Borrower in favor of Wachovia Bank, N.A.
11. Guaranty Agreement, dated as of December 1, 2001, made by the Borrower in favor of Wachovia Bank, N.A.
12. Stock Rights and Restrictions Agreement, dated January 27, 1989, by and between the Borrower and The Coca-Cola Company.
13. Sample bottling franchise agreement, effective as of May 28, 1999, between the Borrower and The Coca-Cola Company, as filed as Exhibit 10.2 to the Borrower's Annual Report on Form 10-K for the fiscal year ended December 29, 2002.
14. Lease, dated as of January 1, 1999, by and between the Borrower and Ragland Corporation.
15. First Amendment to Lease and First Amendment to Memorandum of Lease, dated as of August 30, 2002, between Ragland Corporation and the Borrower.
16. Lease Agreement, dated as of December 15, 2000, between the Borrower and Harrison Limited Partnership One.

Form of Opinion of Special Counsel to the Borrower

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17. Lease Agreement, dated as of December 18, 2006, between CCBCC Operations, LLC and Beacon Investment Corporation.
18. Limited Liability Company Operating Agreement of Coca-Cola Bottlers' Sales & Services Company, LLC, made as of January 1, 2003, among the Borrower and other Coca-Cola Bottlers party thereto.
19. Partnership Agreement of Piedmont Coca-Cola Bottling Partnership (formerly known as Carolina Coca-Cola Bottling Partnership), dated as of July 2, 1993, by and among Carolina Coca-Cola Bottling Investments, Inc., Coca-Cola Ventures, Inc., Coca-Cola Bottling Co. Affiliated, Inc., Fayetteville Coca-Cola Bottling Company and Palmetto Bottling Company.
20. First Amendment to Partnership Agreement, dated as of August 5, 1993, by and among Carolina Coca-Cola Bottling Investments, Inc., Coca-Cola Ventures, Inc. and Palmetto Bottling Company.
21. Second Amendment to Partnership Agreement, dated as of August 12, 1993, by and among Carolina Coca-Cola Bottling Investments, Inc., Coca-Cola Ventures, Inc. and Palmetto Bottling Company.
22. Master Amendment to Partnership Agreement, Management Agreement and Definition and Adjustment Agreement, dated as of January 2, 2002, by and among Piedmont Coca-Cola Bottling Partnership, CCBCC of Wilmington, Inc., The Coca-Cola Company, Piedmont Partnership Holding Company, Coca-Cola Ventures, Inc. and the Borrower.
23. Fourth Amendment to Partnership Agreement, dated as of March 28, 2003, by and among Piedmont Coca-Cola Bottling Partnership, Piedmont Partnership Holding Company and Coca-Cola Ventures, Inc.
24. Amended and Restated Can Supply Agreement, dated as of February 28, 2007, between Coca-Cola Bottlers' Sales & Services Company, LLC, in its capacity as agent for the Borrower, and Rexam Beverage Can Company.

Form of Opinion of Special Counsel to the Borrower

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[Form of Opinion of Special New York  
Counsel to the Administrative Agent]

[\_\_\_\_\_], 2007

To the Banks party to the  
Credit Agreement referred to  
below  
Citibank, N.A., as Administrative  
Agent  
Two Penns Way  
New Castle, DE 19720

Ladies and Gentlemen:

We have acted as special New York counsel to Citibank, N.A. (the "Administrative Agent"), as Administrative Agent, in connection with the Amended and Restated Credit Agreement dated as of March 8, 2007 (the "Credit Agreement") among Coca-Cola Bottling Co. Consolidated (the "Borrower"), the lenders named therein and the Administrative Agent, amending and restating the Credit Agreement dated as of April 7, 2005 (the "Existing Credit Agreement") among the Borrower, the lenders named therein and the Administrative Agent. Terms defined in the Credit Agreement are used herein as defined therein. This opinion is being delivered pursuant to Section 3.01(e) of the Credit Agreement.

In rendering the opinions expressed below, we have examined the Credit Agreement. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies.

In rendering the opinions expressed below, we have assumed, with respect to the Credit Agreement, that:

- (i) the Credit Agreement has been duly authorized by, has been duly executed and delivered by, and (except to the extent set forth in the opinions below as to the Borrower) constitutes legal, valid, binding and enforceable obligations of, all of the parties thereto;
- (ii) all signatories to the Credit Agreement have been duly authorized;
- (iii) all of the parties to the Credit Agreement are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform the Credit Agreement; and

Form of Opinion of Special New York Counsel to the Administrative Agent

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- (iv) all Persons that are, immediately before the Closing Date, parties to the Existing Credit Agreement have executed and delivered the Credit Agreement or have otherwise consented to the amendment and restatement of the Existing Credit Agreement effected thereby.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that the Credit Agreement constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of the Credit Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of materiality, reasonableness, good faith and fair dealing.

The foregoing opinions are subject to the following comments and qualifications:

(a) The enforceability of Section 8.04(b) of the Credit Agreement may be limited by laws limiting the enforceability of provisions exculpating or exempting a party from, or requiring indemnification of a party for, its own action or inaction, to the extent such action or inaction involves gross negligence, recklessness or willful or unlawful conduct.

(b) The enforceability of provisions in the Credit Agreement to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

(c) We express no opinion as to (i) the effect of the laws of any jurisdiction in which any Bank is located (other than the State of New York) that limit the interest, fees or other charges such Bank may impose, (ii) Section 2.15 of the Credit Agreement, (iii) the second sentence of Section 8.07 of the Credit Agreement, insofar as such sentence relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to the Credit Agreement and (iv) the waiver of inconvenient forum set forth in Section 8.07 of the Credit Agreement with respect to proceedings in the United States District Court for the Southern District of New York.

The foregoing opinions are limited to matters involving the Federal laws of the United States and the law of the State of New York, and we do not express any opinion as to the laws of any other jurisdiction.

Form of Opinion of Special New York Counsel to the Administrative Agent

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This opinion letter is, pursuant to Section 3.01(e) of the Credit Agreement, provided to you by us in our capacity as special New York counsel to the Administrative Agent and may not be relied upon by any Person for any purpose other than in connection with the transactions contemplated by the Credit Agreement without, in each instance, our prior written consent.

Very truly yours,

WFC/RJW

Form of Opinion of Special New York Counsel to the Administrative Agent

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COMPLIANCE CERTIFICATE

To: The Banks parties to the  
Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Amended and Restated Credit Agreement dated as of March 8, 2007 (as amended, modified, renewed or extended from time to time, the "Agreement") among Coca-Cola Bottling Co. Consolidated, certain Banks and Citibank, N.A., as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected Chief Financial Officer of the Borrower;
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower and its Subsidiaries during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or an Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below; and
4. Schedule I attached hereto sets forth financial data and computations evidencing the Borrower's compliance with certain covenants of the Agreement, all of which data and computations are true, complete and correct.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Form of Compliance Certificate

**Coca-Cola Bottling Co. Consolidated  
Form of Long-Term Performance Plan Bonus Award Agreement**

Granted To	Performance Period	Amount	Grant Date

This Long-Term Performance Plan Bonus Award Agreement and Exhibit A hereto (the "Agreement") is made between Coca-Cola Bottling Co. Consolidated, a Delaware corporation (the "Company"), and you, an employee of the Company or one of its Affiliates.

The Bonus Award covered by this Agreement is being granted to you under the Coca-Cola Bottling Co. Consolidated Long-Term Performance Plan (the "Plan") subject to the following terms and conditions:

1. **Grant of Bonus Award.** Subject to the terms and conditions of the Plan and this Agreement, the Committee grants to you the Bonus Award in the total amount shown above, payable in cash. No interest will be credited with respect to the Bonus Award.
2. **Determination of Bonus Award.** The Bonus Award payable to you shall be determined by the Committee following the last day of the Performance Period designated above. Such determination shall be based on the Performance Measures identified in Exhibit A to this Agreement, the relative weightings of the Performance Measures identified in Exhibit A to this Agreement, and the level of performance attained for the Performance Period.
3. **Committee Certification.** The certification made by the Committee following the end of the Performance Period regarding whether and to what extent the Performance Measures have been met and what, if any, Bonus Award you have earned shall be final, conclusive and binding on the Company and you and, to the extent applicable, your Beneficiary.
4. **Terms of Agreement and Plan Govern.** You acknowledge having read and agree to be bound by all the terms and conditions of the Plan and this Agreement. To the extent terms with initial capital letters are used in this Agreement, such terms have the meaning designated in the Plan.

**In Witness Whereof**, the Company has caused this Long-Term Performance Plan Bonus Award Agreement to be executed by its duly authorized officer, and you have hereunto set your hand, all effective as of the Grant Date stated above.

COCA-COLA BOTTLING CO. CONSOLIDATED

[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Coca-Cola Bottling Co. Consolidated**  
**\_\_\_\_ - \_\_\_\_ Long-Term Performance Plan**

**A-1 Calculation of Performance Measure Plan Targets**

	Performance Measure Goals			Three Year Goal Average
	[—]	[—]	[—]	
<b>Revenue Goals (000's)</b>				
<b>Dollars</b>	\$	\$	\$	\$
<b>% Growth</b>	%	%	%	%
<b>EPS Goals</b>				
<b>Dollars per Share</b>	\$	\$	\$	\$
<b>% Growth</b>	%	%	%	%
<b>ROA Goals</b>				
<b>Ratio</b>				
<b>% Growth</b>	%	%	%	%
<b>Debt/OCF Goals</b>				
<b>Ratio</b>				
<b>Percent Decline</b>	%	%	%	%

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**Coca-Cola Bottling Co. Consolidated**  
**\_\_\_\_ - \_\_\_\_ Long-Term Performance Plan**

**A-4 Definitions**

1. "Revenue" means, for any fiscal year, the net sales of the Company and its subsidiaries determined on a consolidated basis in accordance with generally accepted accounting principles.
2. "Earnings per Share" means, for any fiscal year, the Company's diluted net income per share of common stock determined by dividing (a) the Company's net income for such fiscal year by (b) the weighted average number of common shares outstanding for such fiscal year, all determined on a consolidated basis in accordance with generally accepted accounting principles.
3. "Return on Total Assets" means, for any fiscal year, (a) the Company's net income for such fiscal year divided by (b) the average of the Company's total assets as of the beginning and end of such fiscal year, all determined on a consolidated basis in accordance with generally accepted accounting principles.
4. "Debt/Operating Cash Flow" means, for any fiscal year, (a) the Company's long term debt and obligations under capital leases (including the current portion thereof) less the Company's short term investments and marketable securities, all as of the end of such fiscal year divided by (b) the sum of (i) the Company's income from operations for such fiscal year plus (ii) the Company's depreciation and amortization for such fiscal year, all determined on a consolidated basis in accordance with generally accepted accounting principles.

**A-5 Adjustments**

In its determination of Revenue, Earnings per Share, Return on Total Assets and Debt/Operating Cash Flow for any fiscal year, the Committee shall make such adjustments as shall be necessary to assure that such performance measures reflect the normalized operating performance of the Company and its subsidiaries in the ordinary course of business. Accordingly, the Committee shall exclude from such determination the following items unless included (a) in the budgets for such fiscal year approved by the Board of Directors or (b) in accordance with the last paragraph below:

- (1) gains or losses from the sale of assets outside the ordinary course of business;
  - (2) gains or losses from discontinued operations;
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**Coca-Cola Bottling Co. Consolidated**  
**\_\_\_\_ - \_\_\_\_ Long-Term Performance Plan**

- (3) extraordinary gains or losses;
- (4) unusual, non-recurring, transition, one-time or similar items or charges;
- (5) the effect of (i) the acquisition of any business, equity interest or other investment interest (other than cash equivalents in the ordinary course of business), (ii) the issuance of equity interests and (iii) the sale of franchise territories;
- (6) the effect of accounting changes; and
- (7) any other unbudgeted item or group of related items outside the ordinary course of business which, for any one item or group of related items, is greater than \$250,000.

The Committee shall have discretion to include any of the items listed in clauses (1) through (7) but only to the extent that the exercise of such discretion would reduce the amount of any award otherwise payable under the Plan.

Coca-Cola Bottling Co. Consolidated  
Ratio of Earnings to Fixed Charges  
(In Thousands, Except Ratios)

	Second Quarter		First Half	
	2010	2009	2010	2009
<b>Computation of Earnings:</b>				
Income before income taxes	\$ 21,016	\$ 20,743	\$29,865	\$ 32,626
Add:				
Interest expense	8,224	9,350	16,462	18,043
Amortization of debt premium/discount and expenses	588	615	1,170	1,218
Interest portion of rent expense	451	379	827	725
Earnings as adjusted	<u>\$ 30,279</u>	<u>\$ 31,087</u>	<u>\$ 48,324</u>	<u>\$52,612</u>
<b>Computation of Fixed Charges:</b>				
Interest expense	\$ 8,224	\$ 9,350	\$ 16,462	\$ 18,043
Capitalized interest	12	(28)	77	51
Amortization of debt premium/discount and expenses	588	615	1,170	1,218
Interest portion of rent expense	451	379	827	725
Fixed charges	<u>\$ 9,275</u>	<u>\$ 10,316</u>	<u>\$ 18,536</u>	<u>\$ 20,037</u>
Ratio of Earnings to Fixed Charges	<u>3.26</u>	<u>3.01</u>	<u>2.61</u>	<u>2.63</u>



## 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.

Date: August 13, 2010

/s/ J. Frank Harrison, III

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J. Frank Harrison, III  
Chairman of the Board of Directors  
and Chief Executive Officer

## 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: August 13, 2010

/s/ James E. Harris

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James E. Harris  
Senior Vice President and Chief Financial Officer

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 July 4, 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  
August 13, 2010

/s/ James E. Harris

James E. Harris  
Senior Vice President and  
Chief Financial Officer  
August 13, 2010