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

FORM 8-K

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

Date of Report (Date of earliest event reported): September 29, 2017

COCA-COLA BOTTLING CO. CONSOLIDATED

(Exact name of registrant as specified in its charter)

Delaware	**0-9286**	**56-0950585**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS 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)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On September 29, 2017, Coca-Cola Bottling Co. Consolidated (the "Company") entered into several definitive agreements contemplating the following transactions, which the Company then closed on October 2, 2017 (the "Transactions"):

- CCR Exchange Transaction: Acquired distribution territory in portions of central and southern Arkansas and regional manufacturing facilities located in Memphis, Tennessee and West Memphis, Arkansas from CCR (defined below) in exchange for transferring to CCR distribution territory in portions of southern Alabama, southeastern Mississippi, southwestern Georgia and northwestern Florida and in and around Somerset, Kentucky and a regional manufacturing facility located in Mobile, Alabama;
- Memphis Territory Acquisition: Acquired distribution territory in and around Memphis, Tennessee, including in portions of northwestern Mississippi and eastern Arkansas from CCR; and
- United Exchange Transaction: Acquired distribution territory in and around Spartanburg, South Carolina and Bluffton, South Carolina from United (defined below) in exchange for transferring to United distribution territory in parts of northwestern Alabama, south-central Tennessee and southeastern Mississippi.

The Transactions represent the latest in a series of previously-announced transactions the Company has engaged in with The Coca-Cola Company and Coca-Cola Refreshments USA, Inc. ("CCR"), a wholly-owned subsidiary of The Coca-Cola Company, since April 2013 as part of The Coca-Cola Company's plans to refranchise its North American bottling territories, by which the Company has significantly expanded its distribution and manufacturing operations through the acquisition of additional distribution territories and regional manufacturing facilities. A copy of the Company's news release, dated October 2, 2017, announcing the Transactions is filed as Exhibit 99.1 hereto.

The Transactions were contemplated by (i) the non-binding letter of intent entered into by the Company and The Coca-Cola Company on June 14, 2016, (ii) the non-binding letter of intent entered into by the Company and Coca-Cola Bottling Company United, Inc. ("United"), an independent bottler that is unrelated to the Company, on June 14, 2016, and (iii) the non-binding letter of intent entered into by the Company and The Coca-Cola Company on April 11, 2017.

CCR Exchange Transaction: Acquisition of Arkansas Territory and Memphis and West Memphis Facilities in exchange for the Company's Deep South and Somerset Territory and Mobile Facility. On September 29, 2017, the Company, certain of its wholly-owned subsidiaries and CCR entered into an asset exchange agreement (the "CCR Asset Exchange Agreement") that provides (i) the Company would acquire from CCR certain of its exclusive rights, associated distribution assets and liabilities, and working capital relating to the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed beverage products and certain beverage brands not owned or licensed by The Coca-Cola Company ("cross-licensed brands") in territory located in central and southern Arkansas (the "CCR Exchange Territory") and two regional manufacturing facilities currently owned by CCR in Memphis, Tennessee and West Memphis, Arkansas and related manufacturing assets and certain associated liabilities (the "CCR Exchange Facilities") (collectively, the "CCR Exchange Business") in exchange for (ii) the Company transferring to CCR certain of the Company's exclusive rights, associated distribution assets and liabilities, and working capital relating to the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed beverage products and certain cross-licensed

brands in territory located in portions of southern Alabama, southeastern Mississippi, southwestern Georgia and northwestern Florida and in and around Somerset, Kentucky (the "Deep South and Somerset Exchange Territory") as well as a regional manufacturing facility currently owned by the Company in Mobile, Alabama and related manufacturing assets and certain associated liabilities (the "Mobile Exchange Facility") (collectively, the "Deep South and Somerset Exchange Business"). The Company closed on the transaction contemplated by the CCR Asset Exchange Agreement (the "CCR Exchange Transaction") on October 2, 2017. The new major markets that the Company serves as a result of the CCR Exchange Transaction include Little Rock, West Memphis and southern Arkansas.

Subject in each case to certain adjustments as set forth in the CCR Asset Exchange Agreement, (i) the estimated aggregate value at closing of the Deep South and Somerset Exchange Business acquired by CCR is approximately $137.4 million, provided that the base value of the assets exchanged by the Company after deducting the value of certain retained assets and retained liabilities and adjusting for levels of working capital at closing is approximately $142.0 million and (ii) the estimated aggregate value at closing of the CCR Exchange Business acquired by the Company is approximately $148.6 million, provided that the base value of the assets exchanged by CCR after deducting the value of certain retained assets and retained liabilities and adjusting for levels of working capital at closing is approximately $158.7 million. To the extent that the value of the CCR Exchange Business acquired by the Company is not equal to the value of the Deep South and Somerset Exchange Business acquired by CCR, as finally determined under the CCR Asset Exchange Agreement, the party receiving greater value is obligated to make a cash payment to the other party equal to the difference between such values. As a result, at closing of the CCR Exchange Transaction, the Company paid CCR approximately $16.8 million as the estimated amount owed to CCR due to the difference in such values, which amount remains subject to final resolution.

Under the CCR Asset Exchange Agreement, CCR has agreed to assume certain liabilities and obligations of the Company relating to the Deep South and Somerset Exchange Business and the Company has agreed to assume certain liabilities and obligations of CCR relating to the CCR Exchange Business. The CCR Asset Exchange Agreement includes customary representations, warranties, covenants and agreements, as well as indemnification provisions whereby each party agrees to indemnify the other for breaches of representations and warranties, covenants and other matters. The foregoing description of the CCR Asset Exchange Agreement is qualified in its entirety by reference to the full text of such agreement and all exhibits thereto, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Memphis Territory Acquisition. On September 29, 2017, concurrent with the execution of the CCR Asset Exchange Agreement, the Company and CCR entered into an asset purchase agreement (the "Memphis Purchase Agreement") pursuant to which the Company would acquire from CCR certain of its rights, associated distribution assets and liabilities, and working capital relating to the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed beverage products as well as certain cross-licensed brands in and around Memphis, Tennessee, including in portions of northwestern Mississippi and eastern Arkansas (the "Memphis Territory"). Subject in each case to certain adjustments as set forth in the Memphis Purchase Agreement, the aggregate purchase price for the transferred assets estimated at closing is approximately $41.4 million, and the base purchase price amount to be paid by the Company in cash after deducting the value of certain retained assets and retained liabilities is approximately $39.6 million. The Company closed on the transaction contemplated by the Memphis Purchase Agreement (the "Memphis Territory Acquisition") on October 2, 2017.

The Memphis Purchase Agreement includes customary representations, warranties, covenants and agreements, as well as indemnification provisions whereby each party agrees to indemnify the other for breaches of representations and warranties, covenants and other matters. The foregoing description of the Memphis Purchase Agreement is qualified in its entirety by reference to the full text of such agreement and all exhibits thereto, which is filed as Exhibit 2.2 to this Current Report on Form 8-K and incorporated herein by reference.

United Exchange Transaction: Acquisition of Spartanburg and Bluffton Territory in exchange for the Company's Florence and Laurel Territory. On September 29, 2017, the Company, certain of its wholly-owned subsidiaries and United entered into an asset exchange agreement (the "United Asset Exchange Agreement") that provides (i) the Company would acquire from United certain of its exclusive rights, associated distribution assets and liabilities, and working capital relating to the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed beverage products and certain cross-licensed brands in territory located in and around Spartanburg, South Carolina and in a portion of United's territory located in and around Bluffton, South Carolina (the "United Exchange Territory") (collectively, the "United Distribution Business") in exchange for (ii) the Company transferring to United certain of the Company's exclusive rights, associated distribution assets and liabilities, and working capital relating to the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed beverage products and certain cross-licensed brands in territory located in parts of northwestern Alabama, south-central Tennessee and southeastern Mississippi currently served by the Company's distribution centers located in Florence, Alabama and Laurel, Mississippi (the "Florence and Laurel Exchange Territory") (collectively, the "Florence and Laurel Distribution Business"). The Company closed on the transaction contemplated by the United Asset Exchange Agreement (the "United Exchange Transaction") on October 2, 2017.

The United Asset Exchange Agreement includes customary representations, warranties, covenants and agreements, as well as indemnification provisions whereby each party agrees to indemnify the other for breaches of representations and warranties, covenants and other matters. The United Asset Exchange Agreement also provides that to the extent the value of the United Distribution Business acquired by the Company is not equal to the value of the Florence and Laurel Distribution Business acquired by United, as finally determined under the United Asset Exchange Agreement, the party receiving assets and distribution rights with the greater value is obligated to make a cash payment to the other party equal to the difference between the values. The foregoing description of the United Asset Exchange Agreement is qualified in its entirety by reference to the full text of such agreement and all exhibits thereto, which is filed as Exhibit 2.3 to this Current Report on Form 8-K and incorporated herein by reference.

Amendment to Final Comprehensive Beverage Agreements. On October 2, 2017, in connection with, and as a condition to the closings of, the CCR Exchange Transaction, the Memphis Territory Acquisition, the United Exchange Transaction and the Piedmont – United Exchange (defined below), the Company, Piedmont Coca-Cola Bottling Partnership, a non-wholly owned subsidiary of the Company ("Piedmont"), and CCBC of Wilmington, Inc., a subsidiary of the Company, entered into an amendment to comprehensive beverage agreements (the "CBA Amendment") with The Coca-Cola Company and CCR. The CBA Amendment amends each of the final comprehensive beverage agreements between The Coca-Cola Company and CCR, on the one hand, and each of the Company, Piedmont and CCBC of Wilmington, Inc., on the other hand.

As to the final comprehensive beverage agreement among the Company, The Coca-Cola Company and CCR dated March 31, 2017 (as amended, the "Final CBA"), the CBA Amendment (i) adds the CCR Exchange Territory, the Memphis Territory and the United Exchange Territory to the territories covered under the Final CBA for which CCR has granted the Company exclusive rights to distribute, promote, market and sell the Covered Beverages and Related Products distinguished by the Trademarks (as those terms are defined in the Final CBA), (ii) removes the Deep South and Somerset Exchange Territory and the Florence and Laurel Exchange Territory from the territories covered under the Final CBA and (iii) amends the schedules used to determine the quarterly sub-bottling payment amounts the

Company is obligated to make to CCR with respect to certain distribution territories the Company sub-bottles from CCR. With respect to the Memphis Territory, the Company agreed to make a quarterly sub-bottling payment to CCR on a continuing basis, based on sales of certain beverages and beverage products that are sold under the same trademarks that identify a Covered Beverage, Related Product or certain cross-licensed brands.

As to the final comprehensive beverage agreement among Piedmont, The Coca-Cola Company and CCR dated March 31, 2017 (as amended, the "Piedmont CBA"), the CBA Amendment reflects the transfer on October 2, 2017 by United of the remainder of its Bluffton, South Carolina distribution territory to Piedmont and the transfer by Piedmont of certain of its distribution territory located in northeastern Georgia to United pursuant to an asset exchange agreement between them (the "Piedmont – United Exchange") by (i) adding the remainder of the Bluffton, South Carolina territory acquired by Piedmont to the territories for which The Coca-Cola Company has granted Piedmont exclusive rights to distribute, promote, market and sell the Covered Beverages and Related Products distinguished by the Trademarks and (ii) removing the northeastern Georgia territory exchanged by Piedmont.

Summaries of the Final CBA and the Piedmont CBA are provided in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on April 4, 2017 (the "April 2017 Form 8-K"). The foregoing description of the CBA Amendment is qualified in its entirety by reference to the full text of such agreement and all exhibits thereto, which the Company intends to file with its Annual Report on Form 10-K for the fiscal year ending December 31, 2017 (the "2017 Form 10-K").

Amendment to Final Regional Manufacturing Agreement. On October 2, 2017, in connection with, and as a condition to the closing of, the CCR Exchange Transaction, the Company and The Coca-Cola Company entered into an amendment (the "RMA Amendment") to the final regional manufacturing agreement among them dated March 31, 2017 (as amended, the "Final RMA") to add the CCR Exchange Facilities to, and to remove the Mobile Exchange Facility from, the list of regional manufacturing facilities covered under the Final RMA for which The Coca-Cola Company has granted the Company the rights to manufacture, produce and package Authorized Covered Beverages (as defined in the Final RMA) for distribution and sale by the Company. A summary of the Final RMA is provided in the April 2017 Form 8-K. The foregoing description of the RMA Amendment is qualified in its entirety by reference to the full text of such agreement and all exhibits thereto, which the Company intends to file with the 2017 Form 10-K.

Relationship between the Parties. The business of the Company consists primarily of the production, marketing and distribution of nonalcoholic beverage products of The Coca-Cola Company in the territories the Company currently serves. Accordingly, the Company engages routinely in various transactions with The Coca-Cola Company, CCR and their affiliates. The Coca-Cola Company also owns approximately 35% of the outstanding common stock of the Company, which represents approximately 5% of the total voting power of the Company's common stock and class B common stock voting together. The Coca-Cola Company also has a designee serving on the Company's Board of Directors. Piedmont is owned 77.3% and 22.7% by the Company and The Coca-Cola Company, respectively. For more information about the relationship between the Company and The Coca-Cola Company, see the description thereof included under "Related Person Transactions" in the Company's Notice of Annual Meeting and Proxy Statement for the Company's 2017 Annual Meeting of Stockholders filed with the SEC on March 20, 2017.

Each of the CCR Asset Exchange Agreement and the Memphis Purchase Agreement were entered into following review and approval of such agreement and the terms and conditions of the transactions contemplated therein initially by the Audit Committee of the Company's Board of Directors and subsequently by the Company's Board of Directors (with The Coca-Cola Company's designee not participating or voting).

Important Warning Regarding the Information in the CCR Asset Exchange Agreement, the Memphis Purchase Agreement and the United Asset Exchange Agreement and the Exhibits to These Agreements. The CCR Asset Exchange Agreement, the Memphis Purchase Agreement and the United Asset Exchange Agreement, including any exhibits to these agreements, have been included to provide investors with information regarding their terms. There are representations and warranties contained in these agreements which were made by the respective parties to each other as of specific dates. The assertions embodied in these representations and warranties were made solely for purposes of each such agreement and may be subject to important qualifications and limitations agreed to by the respective parties in connection with negotiating their terms (including qualification by disclosures that are not necessarily reflected in these agreements). Moreover, certain representations and warranties may not be accurate or complete as of any specified date because they are subject to a contractual standard of materiality that is different from certain standards generally applicable to stockholders or were used for the purpose of allocating risk between the respective parties rather than establishing matters as facts. Based upon the foregoing reasons, you should not rely on the representations and warranties as statements of factual information. In addition, information concerning the subject matter of the representations and warranties may change after the date of each such agreement, which subsequent information may or may not be reflected in the Company's public disclosures. Investors should read the CCR Asset Exchange Agreement, the Memphis Purchase Agreement and the United Asset Exchange Agreement, as well as all exhibits to these agreements, together with the other information concerning the Company and the other parties to such agreements that each company or its affiliates publicly files in reports and statements with the SEC.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth under Item 1.01 with respect to the CCR Exchange Transaction and the Memphis Territory Acquisition (together, the "2017 Tranche 2 Expansion Transactions") is incorporated by reference into this Item 2.01.

The Company closed on four previously disclosed acquisitions with CCR in fiscal 2017 (the "2017 Tranche 1 Expansion Transactions" and, together with the 2017 Tranche 2 Expansion Transactions, the "Acquired Business"). The 2017 Tranche 1 Expansion Transactions were significant under Rule 3-05 of Regulation S-X and Item 2.01 of Form 8-K, and, accordingly, financial information with respect to the 2017 Tranche 1 Expansion Transactions was filed with the SEC on Form 8-K/A on July 13, 2017. The Acquired Business is significant under Rule 3-05 of Regulation S-X and Item 2.01 of Form 8-K.

Item 9.01.FinancialStatements and Exhibits.

(d) Exhibits.

Exhibit No.	Description	Incorporated By Reference To
2.1+	Asset Exchange Agreement, dated September 29, 2017, by and between the Company and Coca-Cola Refreshments USA, Inc.	Filed herewith.
2.2+	Asset Purchase Agreement, dated September 29, 2017, by and between the Company and Coca-Cola Refreshments USA, Inc.	Filed herewith.
2.3+	Asset Exchange Agreement, dated September 29, 2017, by and between the Company and Coca-Cola Bottling Company United, Inc.	Filed herewith.
99.1	News Release, dated October 2, 2017.	Filed herewith.

+ Certain schedules and similar supporting attachments to the Asset Purchase Agreement and Asset Exchange Agreements have been omitted, and the Company agrees to furnish supplemental copies of any such schedules and similar supporting attachments to the Securities and Exchange Commission upon request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COCA-COLA BOTTLING CO. CONSOLIDATED

Date: October 4, 2017

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

Exhibit 2.1

EXECUTION VERSION

ASSET EXCHANGE AGREEMENT

dated as of September 29, 2017

by and among

COCA-COLA REFRESHMENTS USA, INC.,

THE OTHER CCR PARTIES IDENTIFIED ON THE SIGNATURE PAGES HERETO,

COCA-COLA BOTTLING CO. CONSOLIDATED

and

THE OTHER CCBCC PARTIES IDENTIFIED ON THE SIGNATURE PAGES HERETO

EXHIBITS

ASSET EXCHANGE AGREEMENT

This ASSET EXCHANGE AGREEMENT, dated as of September 29, 2017, is made by and among COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("CCR"; each of CCR and any Affiliate of CCR made a party hereto after the date hereof pursuant to Section 5.16(a) are referred to herein individually as a "CCR Party" and collectively as the "CCR Parties"), COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), and certain subsidiaries of CCBCC identified on the signature pages hereto (each of CCBCC and each such subsidiary is referred to herein individually as a "CCBCC Party" and collectively as the "CCBCC Parties").

RECITALS

WHEREAS, the CCR Parties are engaged in, among other things, the manufacturing and production of Coca-Cola and other beverage products at the CCR Facilities and the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCR Territory;

WHEREAS, the CCBCC Parties are engaged in, among other things, the manufacturing and production of Coca-Cola and other beverage products at the CCBCC Facility and the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCBCC Territory;

WHEREAS, the CCR Parties and the CCBCC Parties wish to exchange, or cause to be exchanged, certain assets of the CCR Parties relating to the CCR Business and certain assets of the CCBCC Parties relating to the CCBCC Business, and in connection therewith the CCR Parties are willing to assume certain liabilities and obligations of the CCBCC Parties relating to the CCBCC Business and the CCBCC Parties are willing to assume certain liabilities and obligations of the CCR Parties relating to the CCR Business, all upon the terms and subject to the conditions set forth in this Agreement and in accordance with the provisions of Section 1031 of the Code (as defined herein);

WHEREAS, in connection with the consummation of the transactions contemplated by this Agreement, CCBCC, CCR and TCCC (as defined herein) will enter into the CBA Amendment (as defined herein), which will govern (i) the grant by TCCC to CCBCC of certain exclusive rights (the "CBA Rights") to market, promote, distribute and sell the Covered Beverages (as defined in the Comprehensive Beverage Agreement) and Related Products (as defined in the Comprehensive Beverage Agreement) under the Trademarks (as defined in the Comprehensive Beverage Agreement) in the CCR Territory and (ii) the surrender by CCBCC of certain exclusive rights to market, promote, distribute and sell such Covered Beverages and Related Products under such Trademarks in the CCBCC Territory; and

WHEREAS, in connection with the consummation of the transactions contemplated by this Agreement, TCCC and CCBCC will enter into the RMA Amendment, which will govern (i) the grant by TCCC to CCBCC of certain rights (the "Manufacturing Rights") to manufacture, produce and package Authorized Covered Beverages (as defined in the Manufacturing Agreement) at the CCR Facilities for distribution by the CCBCC Parties for their

own account in accordance with the Comprehensive Beverage Agreement and for sale by the CCBCC Parties to certain other U.S. Coca-Cola bottlers in accordance with the Manufacturing Agreement and (ii) the surrender by CCBCC of certain rights to manufacture, produce and package such Authorized Covered Beverages at the CCBCC Facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A to, or elsewhere in, this Agreement.

ARTICLE II

THE EXCHANGE TRANSACTION

Section 2.01 The Exchange. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the parties hereto will exchange (the "Exchange") the CCR Transferred Assets (as defined below) owned by the CCR Parties and the CCBCC Transferred Assets (as defined below) owned by the CCBCC Parties, respectively. It is the intent of the parties hereto that the Exchange will be accomplished in accordance with Section 1031 of the Code and the regulations promulgated thereunder, and that no party hereto will pay any other party hereto for any difference in the value between the CCR Transferred Assets and the CCBCC Transferred Assets, except as provided in Section 2.06 and Section 2.09 or pursuant to Article IX. Notwithstanding anything to the contrary in this Agreement, CCBCC will have the right to direct the CCR Parties to transfer and assign the CCR Transferred Assets or any portion thereof to any Affiliate of CCBCC at the Closing, and CCR will have the right to direct the CCBCC Parties to transfer and assign the CCBCC Transferred Assets or any portion thereof to any Affiliate of CCR at the Closing. In connection with the Exchange, at the Closing, the CCR Parties will assume the CCBCC Assumed Liabilities and the CCBCC Parties will assume the CCR Assumed Liabilities.

Section 2.02 Transfer and Acquisition of CCR Transferred Assets.

(a) CCR Transferred Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the CCR Parties shall convey, assign, transfer and deliver, or shall cause to be conveyed, assigned, transferred or delivered, to the CCBCC Parties, and the CCBCC Parties shall acquire and accept from the CCR Parties, free and clear of all Liens except for Permitted Liens, all of the CCR Parties' right, title and interest in, to and under the assets and properties of the CCR Parties primarily related to, or primarily used or primarily held for use in connection with, the CCR Business, including the following assets and properties as the same shall exist as of the Closing (all of such assets and properties being conveyed, assigned, transferred or delivered are referred to herein collectively as the "CCR Transferred Assets"):

(i) the owned real property listed in Section 2.02(a)(i) of the CCR Disclosure Schedule (the "CCR Owned Real Property"), and, subject to Section 2.04(a), all rights and benefits of the CCR Parties under the leases governing the leased real property listed in Section 2.02(a)(i) of the CCR Disclosure Schedule (the "CCR Leased Real Property"), together in each case with the CCR Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located thereon, including those structures, facilities and improvements listed in Section 2.02(a)(i) of the CCR Disclosure Schedule, and all easements, licenses, rights and appurtenances related to the foregoing;

(ii) all finished goods, raw materials, work in process, packaging materials and products for repacking operations, supplies, and other inventories (including inventory located in vending equipment) primarily related to, or primarily used or primarily held for use in connection with, the CCR Business, including those listed in Section 2.02(a)(ii) of the CCR Disclosure Schedule;

(iii) all cold drink equipment and vending equipment primarily related to, or primarily used or primarily held for use in connection with, the CCR Business, which equipment shall include all CCR Transferred Fountain Equipment (collectively, the "CCR Subject Equipment"), including the equipment described on Section 2.02(a)(iii) of the CCR Disclosure Schedule;

(iv) all personal property owned by the CCR Parties and their interests therein primarily related to, or primarily used or primarily held for use in connection with, the CCR Business, including the machinery, equipment (other than the CCR Subject Equipment), production lines, quality control lab equipment (including microscopes), miscellaneous supplies, furniture, furnishings, office equipment, computers, security equipment, communications equipment, forklifts, motorized vehicles, warehousing vehicles, trailers, spare and replacement parts, fuel, pallet shells, carbon dioxide canisters and similar items, pre-mix and post-mix equipment and coolers, special event trailers, tools, beverage display and end aisle racks and advertising signs (illuminated and nonilluminated), point of sale materials and other tangible personal property (the "CCR Tangible Personal Property"), including (A) those motorized vehicles, trailers, forklifts and warehousing vehicles listed in Section 2.02(a)(iv)-1 of the CCR Disclosure Schedule and (B) those other items of personal property listed in Section 2.02(a)(iv)-2 of the CCR Disclosure Schedule;

(v) subject to Section 2.04(a) and other than any CCR Excluded Contract, all rights under (A) the CCR Material Contracts set forth on Section 3.12(a) of the CCR Disclosure Schedule, (B) those contracts and agreements entered into by the CCR Parties primarily in connection with the CCR Business in the ordinary course of business that are not CCR Material Contracts required to be disclosed on Section 3.12(a) of the CCR Disclosure Schedule or that are entered into between the date hereof and the Closing Date in accordance with Section 5.01(a) that would not be required to be so disclosed on Section 3.12(a) of the CCR Disclosure Schedule had such contracts or agreements been in existence as of the date hereof, (C) any contract or agreement entered into between the date hereof and the Closing Date in accordance with Section 5.01(a)

which, had such contract or agreement been entered into prior to the date hereof, would have been a CCR Material Contract required to be set forth on Section 3.12(a) of the CCR Disclosure Schedule (each, a "CCR Pre-Closing Material Contract") and (D) any CCR Shared Contract, to the extent assigned to the CCBCC Parties pursuant to a CCR Partial Assignment and Release under Section 5.17(a) (collectively, the "CCR Assumed Contracts");

(vi) subject to Section 2.04(a) and to the extent transferable, all CCR Material Permits, Environmental Permits and all other licenses, permits and other governmental authorizations primarily related to, or primarily used or primarily held for use in connection with, the CCR Business, including those listed in Section 2.02(a)(vi) of the CCR Disclosure Schedule;

(vii) the original books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, inventory and production records, product shipment records, manuals and data, sales and purchase correspondence, quality control records and procedures, lists of customers and suppliers, customer records and, as and to the extent provided in the Employee Matters Agreement, personnel and employment records, in each case, related to, or primarily used or primarily held for use in connection with, the CCR Business, provided that the CCR Parties shall retain copies of each of the foregoing, and provided, further, that if the CCR Parties are required by Law to retain the originals of such books, records, files and papers, they may do so and in such case they will provide the CCBCC Parties with copies thereof;

(viii) the deposits, advances, lease and rental expenses, pre-paid expenses, deferred charges, accrued rebates and credits and similar items set forth on the CCR Final Amounts Schedule and which are not included in the CCR Retained Assets;

(ix) the licensed Intellectual Property listed in Section 2.02(a)(ix) of the CCR Disclosure Schedule (collectively, the "CCR Transferred Licensed Intellectual Property"), which CCR Transferred Licensed Intellectual Property, for purposes of clarity, shall not include any ownership or other proprietary interest in any Intellectual Property of the CCR Parties or their Affiliates (including TCCC) not specifically set forth on Section 2.02(a)(ix) of the CCR Disclosure Schedule or any goodwill or other intangible rights or assets relating to or associated with the Intellectual Property of the CCR Parties or their Affiliates (including TCCC);

(x) the exclusive right for the CCBCC Parties to hold themselves out as the transferees of the CCR Business (subject to the limitations set forth in Section 5.12 and Section 10.03), provided that such rights shall not be deemed to include any Intellectual Property (other than the CCR Transferred Licensed Intellectual Property) of the CCR Parties or their Affiliates (including TCCC);

(xi) all casualty insurance benefits, if any, to the extent relating to events occurring with respect to the CCR Transferred Assets prior to the Closing;

(xii) all of the CCR Parties' rights under warranties, indemnities and all similar rights against third parties to the extent related to any CCR Transferred Assets;

(xiii) subject to Section 2.02(b)(vi), all Tax Returns related solely to the CCR Business or the CCR Transferred Assets;

(xiv) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCR Parties, whether arising by way of claim, counterclaim or otherwise, in each case primarily related to the CCR Business, the CCR Transferred Assets or the CCR Assumed Liabilities;

(xv) all petty cash used in the CCR Business, as identified on the relevant balance sheet;

(xvi) those assets of the CCR Business included within the CCR Net Working Capital which are reflected as assets on the CCR Final Amounts Schedule and which are not CCR Retained Assets, but only to the extent of the amounts so included, and the other assets of the CCR Business designated on Section C of the CCR Disclosure Schedule as included in the CCR Transferred Assets; and

(xvii) the rights and other assets listed in Section 2.02(a)(xvii) of the CCR Disclosure Schedule.

(b) CCR Excluded Assets. Notwithstanding anything in Section 2.02(a) to the contrary, the CCR Parties are not transferring, and the CCBCC Parties expressly understand and agree that the CCBCC Parties are not acquiring, any assets and properties of the CCR Parties other than those specifically listed or described more generally in Section 2.02(a), and, without limiting the generality of the foregoing, the term "CCR Transferred Assets" shall expressly exclude the following assets and properties of the CCR Parties and their Affiliates, all of which shall be retained by the CCR Parties and their Affiliates (the "CCR Excluded Assets"):

(i) other than as described in Section 2.02(a)(xv) or Section 2.02(a)(xvi), all cash, cash equivalents or marketable securities of the CCR Parties and their Affiliates on hand or held by any bank or other third Person and all rights to any bank accounts of the CCR Parties and their Affiliates;

(ii) all accounts receivable of the CCR Parties and their Affiliates including all such accounts receivable earned or accrued as of 12:01 a.m. Eastern Time on the Closing Date, and any loans and advances by the CCR Parties;

(iii) except for the rights of CCR described in Section 2.02(a)(xvii) of the CCR Disclosure Schedule, all franchise rights, if any, and, except for the CCR Transferred Licensed Intellectual Property, all Intellectual Property owned by, licensed to or otherwise authorized for use by the CCR Parties or any of their Affiliates;

(iv) except as set forth in Section 2.02(a)(i) of the CCR Disclosure Schedule, all of the CCR Parties' right, title and interest in owned and leased real property and other interests in real property including all such right, title and interest under each real property lease pursuant to which any CCR Party leases, subleases (as

sub-landlord or sub-tenant) or otherwise occupies any such leased real property, together in each case with the CCR Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located on any such real property and all easements, licenses, rights and appurtenances related to the foregoing;

(v) all Tax Returns of the CCR Parties and their Affiliates (other than Tax Returns related solely to the CCR Business or the CCR Transferred Assets, except that the CCR Parties and their Affiliates will retain all federal and state income Tax Returns, regardless of whether such income Tax Returns are related to the CCR Business) and Tax Assets of the CCR Parties and their Affiliates;

(vi) any employee benefit plans, programs, arrangements and agreements (including any retirement benefit and post-retirement health benefit plans, programs, arrangements and agreements, but not including any such agreements which are CCR Assumed Contracts) sponsored or maintained by the CCR Parties or their respective Affiliates, and any trusts and other assets related thereto;

(vii) subject to Section 2.02(a)(xi), all policies of, or agreements for, insurance and interests in insurance pools and programs of the CCR Parties;

(viii) all causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCR Parties (including counterclaims) and defenses (A) against third parties relating primarily to any of the CCR Excluded Assets or the CCR Excluded Liabilities as well as any books, records and privileged information relating thereto or (B) relating to any period through the Closing to the extent that the assertion of such cause of action or defense is necessary or useful in defending any claim that is asserted against the CCR Parties or for which indemnification is sought by the CCBCC Parties pursuant to Article IX;

(ix) any interest of any CCR Party under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(x) all personnel and employment records for employees and former employees of the CCR Parties, including CCR Business Employees, except as otherwise provided in the Employee Matters Agreement;

(xi) (A) all corporate minute books (and other similar corporate records) and stock records of the CCR Parties; (B) any books and records relating primarily to the CCR Excluded Assets; (C) any books, records or other materials that the CCR Parties (x) are required by Law to retain, (y) reasonably believe are necessary to enable the CCR Parties to prepare and/or file Tax Returns (copies of which will be made available to the CCBCC Parties upon the CCBCC Parties' reasonable request) or (z) are prohibited by Law from delivering to the CCBCC Parties; and (D) copies of sales and promotional literature, manuals and data, sales and purchase correspondence, lists of suppliers and customers, and personnel and employment records that are CCR Transferred Assets, provided that if the CCR Parties are required by Law to retain the originals of any such records, they may do so and in such case they will provide the CCBCC Parties with copies thereof;

(xii) all CCR Excluded Fountain Equipment;

(xiii) other than as expressly set forth in those contracts and agreements listed in Section 2.02(a)(xvii) of the CCR Disclosure Schedule, any and all rights under any bottling, manufacturing, distribution, sales or other related agreement for any TCCC brands and any of the goodwill and other intangible rights or assets associated therewith;

(xiv) any other assets, properties, rights, contracts and claims of the CCR Parties or their Affiliates, wherever located, whether tangible or intangible, real, personal or mixed, in each case that are specifically listed in Section 2.02(b)(xiv) of the CCR Disclosure Schedule;

(xv) any other assets, properties, rights, contracts and claims of the CCR Parties or their Affiliates wherever located, whether tangible or intangible, real, personal or mixed, that are not primarily related to or primarily used or primarily held for use in connection with the CCR Business;

(xvi) any CCR Shared Contract, to the extent not assigned to the CCBCC Parties pursuant to a CCR Partial Assignment and Release under Section 5.17(a);

(xvii) any CCR Excluded Contract; and

(xviii) all CCR Retained Assets.

(c) CCR Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, and subject to the exclusion of the CCR Excluded Liabilities, the CCBCC Parties hereby agree, effective at the time of the Closing and from and after the Closing, to assume and agree to pay, discharge and perform in accordance with their terms, only the following liabilities, commitments and obligations of the CCR Parties arising from or relating to the CCR Transferred Assets or the CCR Business, as the same shall exist as of the Closing (the "CCR Assumed Liabilities"):

(i) all liabilities, commitments and obligations arising under any of the CCR Assumed Contracts to the extent such liabilities, commitments and obligations are required to be performed on or after, or relate to any period beginning on or after, the Closing and to the extent that they do not relate to any failure to perform or other breach, default or violation by a CCR Party under any such CCR Assumed Contract prior to the Closing;

(ii) any liability or obligation with respect to Taxes imposed with respect to the CCR Transferred Assets or the operation of the CCR Business for any period beginning on or after the Closing Date (none of which, for the avoidance of doubt, shall include any Taxes arising from the CCR Parties' operation of the CCR Business prior to the Closing Date or the CCR Parties' operation at any time of any business other than the CCR Business), taking into account the allocation described in Section 2.10(a);

(iii) the obligations of the CCBCC Parties with respect to CCR Business Employees arising under or otherwise set forth in the Employee Matters Agreement; and

(iv) those liabilities of the CCR Business included in the CCR Net Working Capital which are reflected as liabilities on the CCR Final Amounts Schedule and which are not CCR Retained Liabilities, but only to the extent of the amounts so included, and the other liabilities of the CCR Business designated on Section C of the CCR Disclosure Schedule as included in the CCR Assumed Liabilities.

(d) CCR Excluded Liabilities. Except as specifically set forth in Section 2.02(c), the CCBCC Parties are not assuming or agreeing to pay or discharge any of the liabilities, commitments or obligations of the CCR Parties (or any of their Affiliates) of any kind whatsoever (all such liabilities, commitments and obligations not being assumed being herein referred to as the "CCR Excluded Liabilities"). Without limiting the generality of the foregoing, the CCR Excluded Liabilities shall include the following:

(i) any Debt of any CCR Party or any of its Affiliates;

(ii) any liability, commitment or obligation relating to or arising under any CCR Excluded Asset;

(iii) any liability, commitment or obligation with respect to Taxes of the CCR Parties related to the CCR Transferred Assets or the operation of the CCR Business prior to the Closing Date (except to the extent specifically assumed pursuant to Article VI);

(iv) all accounts payable of the CCR Parties (including all accounts payable of the CCR Business accrued as of 12:01 a.m. Eastern Time on the Closing Date), any amounts payable after the Closing for any goods or services delivered or performed prior to the Closing Date and any accrued expenses which are not reflected as current liabilities on the CCR Final Amounts Schedule;

(v) all employment-related obligations or other liabilities of any kind or nature with respect to the CCR Business Employees that arise prior to the Closing Date, including the obligations that are specifically retained by the CCR Parties under the Employee Matters Agreement, and any obligations arising under the CCR Employee Plans;

(vi) any liability, commitment or obligation arising out of (A) any actual or alleged violation of any Environmental Law or Release of Hazardous Substances at any property that was formerly owned or leased in connection with the CCR Business and that is not a CCR Transferred Asset, (B) any Release of Hazardous Substances prior to the Closing at any CCR Real Property or at any third party site to which the CCR Business shipped such Hazardous Substances for the purpose of treatment, storage or disposal prior to the Closing Date or (C) any matter disclosed on

Section 3.11 of the CCR Disclosure Schedule (except to the extent that any such matter expressly described therein (other than any such matter for which the CCR Parties are obligated to conduct Environmental Activities pursuant to Section 5.19) is exacerbated by any action taken or not taken by the CCBCC Parties or their Affiliates after the Closing);

(vii) any liability, commitment or obligation for any intercompany accounts payable (including trade accounts payable) of, or other loan or advance by, TCCC or its Affiliates to any CCR Party;

(viii) any liability, commitment or obligation with respect to any recall, product liability or similar claims for injury to a Person or property, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects, in each case relating to any CCR Pre-Closing Products (except to the extent that such liability, commitment or obligation results from or relates to any action taken or not taken by the CCBCC Parties or their Affiliates);

(ix) any liability, commitment or obligation to indemnify, reimburse or advance amounts to any officer, director, employee or agent of the CCR Parties (including with respect to any breach of fiduciary obligations by same), except for indemnification of same pursuant to Section 9.03 as CCR Indemnified Parties or except as otherwise provided by the Employee Matters Agreement;

(x) any liability, commitment or obligation in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the CCR Business or the CCR Transferred Assets to the extent such Action relates primarily to such operation prior to the Closing, including claims by any employee of the CCR Parties or their Affiliates;

(xi) any liability, commitment or obligation of the CCR Parties under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xii) any liability, commitment or obligation arising under any Assumed Contract as a result of or in connection with any failure to perform, or other breach, default or violation by a CCR Party prior to the Closing;

(xiii) all CCR Retained Liabilities; and

(xiv) any liability, commitment or obligation relating to or arising under any former operations of the CCR Business that have been discontinued or disposed of prior to the Closing.

Section 2.03 Transfer and Acquisition of CCBCC Assets.

(a) CCBCC Transferred Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the CCBCC Parties shall convey, assign, transfer and deliver, or shall cause to be conveyed, assigned, transferred or delivered, to the CCR Parties, and the CCR Parties shall acquire and accept from the CCBCC Parties, free and clear of all Liens except for Permitted Liens, all of the CCBCC Parties' right, title and interest in, to and under the assets and properties of the CCBCC Parties primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including the following assets and properties as the same shall exist as of the Closing (all of such assets and properties being conveyed, assigned, transferred or delivered are referred to herein collectively as the "CCBCC Transferred Assets"):

(i) the owned real property listed in Section 2.03(a)(i) of the CCBCC Disclosure Schedule (the "CCBCC Owned Real Property"), and, subject to Section 2.04(b), all rights and benefits of the CCBCC Parties under the leases governing the leased real property listed in Section 2.03(a)(i) of the CCBCC Disclosure Schedule (the "CCBCC Leased Real Property"), together in each case with the CCBCC Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located thereon, including those structures, facilities and improvements listed in Section 2.03(a)(i) of the CCBCC Disclosure Schedule, and all easements, licenses, rights and appurtenances related to the foregoing;

(ii) all finished goods, raw materials, work in process, packaging materials and products for repacking operations, supplies and other inventories (including inventory located in vending equipment) primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including those listed in Section 2.03(a)(ii) of the CCBCC Disclosure Schedule;

(iii) all cold drink equipment and vending equipment primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, which equipment shall include all CCBCC Transferred Fountain Equipment (collectively, the "CCBCC Subject Equipment"), including the equipment described on Section 2.03(a)(iii) of the CCBCC Disclosure Schedule;

(iv) all personal property owned by the CCBCC Parties and their interests therein primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including the machinery, equipment (other than the CCBCC Subject Equipment), production lines, quality control lab equipment (including microscopes), miscellaneous supplies, furniture, furnishings, office equipment, computers, security equipment, communications equipment, forklifts, motorized vehicles, warehousing vehicles, trailers, spare and replacement parts, fuel, pallet shells, carbon dioxide canisters and similar items, pre-mix and post-mix equipment and coolers, special event trailers, tools, beverage display and end aisle racks and advertising signs (illuminated and nonilluminated), point of sale materials and other tangible personal property (the "CCBCC Tangible Personal Property"), including (A) those motorized vehicles, trailers, forklifts and warehousing vehicles listed in Section 2.03(a)(iv)-1 of the CCBCC Disclosure Schedule and (B) those other items of personal property listed in Section 2.03(a)(iv)-2 of the CCBCC Disclosure Schedule;

(v) subject to Section 2.04(b) and other than any CCBCC Excluded Contracts, all rights under (A) the CCBCC Material Contracts set forth on Section 4.12(a) of the CCBCC Disclosure Schedule, (B) those contracts and agreements entered into by the CCBCC Parties primarily in connection with the CCBCC Business in the ordinary course of business that are not CCBCC Material Contracts required to be disclosed on Section 4.12(a) of the CCBCC Disclosure Schedule or that are entered into between the date hereof and the Closing Date in accordance with Section 5.01(b) that would not be required to be so disclosed on Section 4.12(a) of the CCBCC Disclosure Schedule had such contracts or agreements been in existence as of the date hereof, (C) any contract or agreement entered into between the date hereof and the Closing Date in accordance with Section 5.01(b) which, had such contract or agreement been entered into prior to the date hereof, would have been a CCBCC Material Contract required to be set forth on Section 4.12(a) of the CCBCC Disclosure Schedule (each, a "CCBCC Pre-Closing Material Contract") and (D) any CCBCC Shared Contract, to the extent assigned to the CCR Parties pursuant to a CCBCC Partial Assignment and Release under Section 5.17(b) (collectively, the "CCBCC Assumed Contracts");

(vi) subject to Section 2.04(b) and to the extent transferable, all CCBCC Material Permits, Environmental Permits and all other licenses, permits and other governmental authorizations primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including those listed in Section 2.03(a)(vi) of the CCBCC Disclosure Schedule;

(vii) the original books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, inventory and production records, product shipment records, manuals and data, sales and purchase correspondence, quality control records and procedures, lists of customers and suppliers and customer records, in each case, related to, or primarily used or primarily held for use in connection with, the CCBCC Business, provided that the CCBCC Parties shall retain copies of each of the foregoing, and provided, further, that if the CCBCC Parties are required by Law to retain the originals of such books, records, files and papers, they may do so and in such case they will provide the CCR Parties or their designees with copies thereof;

(viii) the deposits, advances, lease and rental expenses, pre-paid expenses, deferred charges, accrued rebates and credits and similar items set forth on the CCBCC Final Amounts Schedule and which are not included in the CCBCC Retained Assets;

(ix) the licensed Intellectual Property listed in Section 2.03(a)(ix) of the CCBCC Disclosure Schedule (collectively, the "CCBCC Transferred Licensed Intellectual Property"), which CCBCC Transferred Licensed Intellectual Property, for purposes of clarity, shall not include any ownership or other proprietary interest in any Intellectual Property of the CCBCC Parties or their Affiliates not specifically set forth on Section 2.03(a)(ix) of the CCBCC Disclosure Schedule or any goodwill or other intangible rights or assets relating to or associated with the Intellectual Property of the CCBCC Parties or their Affiliates;

(x) the exclusive right for the CCR Parties to hold themselves out as the transferees of the CCBCC Business (subject to the limitations set forth in Section 10.03), provided that such rights shall not be deemed to include any Intellectual Property (other than the CCBCC Transferred Licensed Intellectual Property) of the CCBCC Parties or their Affiliates;

(xi) all casualty insurance benefits, if any, to the extent relating to events occurring with respect to the CCBCC Transferred Assets prior to the Closing;

(xii) all of the CCBCC Parties' rights under warranties, indemnities and all similar rights against third parties to the extent related to any CCBCC Transferred Assets;

(xiii) subject to Section 2.03(b)(vi), all Tax Returns related solely to the CCBCC Business or the CCBCC Transferred Assets;

(xiv) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCBCC Parties, whether arising by way of claim, counterclaim or otherwise, in each case primarily related to the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities;

(xv) all petty cash used in the CCBCC Business, as identified on the relevant balance sheet;

(xvi) those assets of the CCBCC Business included within CCBCC Net Working Capital which are reflected as assets on the CCBCC Final Amounts Schedule and which are not CCBCC Retained Assets, but only to the extent of the amounts so included, and the other assets of the CCBCC Business designated on Section C of the CCBCC Disclosure Schedule as included in the CCBCC Transferred Assets; and

(xvii) the rights and other assets listed in Section 2.03(a)(xvii) of the CCBCC Disclosure Schedule.

(b) CCBCC Excluded Assets. Notwithstanding anything in Section 2.03(a) to the contrary, the CCBCC Parties are not transferring, and the CCR Parties expressly understand and agree that the CCR Parties are not acquiring, any assets and properties of the CCBCC Parties other than those specifically listed or described more generally in Section 2.03(a), and, without limiting the generality of the foregoing, the term "CCBCC Transferred Assets" shall expressly exclude the following assets and properties of the CCBCC Parties and their Affiliates, all of which shall be retained by the CCBCC Parties and their Affiliates (the "CCBCC Excluded Assets"):

(i) other than as described in Section 2.03(a)(xv) or Section 2.03(a)(xvi), all cash, cash equivalents or marketable securities of the CCBCC Parties and their Affiliates on hand or held by any bank or other third Person and all rights to any bank accounts of the CCBCC Parties and their Affiliates;

(ii) all accounts receivable of the CCBCC Parties and their Affiliates (including all such accounts receivable earned or accrued as of 12:01 a.m. Eastern Time on the Closing Date), and any loans and advances by the CCBCC Parties;

(iii) except for the rights of CCBCC described on Section 2.03(a)(xvii) of the CCBCC Disclosure Schedule, all franchise rights, if any, and, except for the CCBCC Transferred Licensed Intellectual Property, all Intellectual Property owned by, licensed to or otherwise authorized for use by the CCBCC Parties or any of their Affiliates;

(iv) except as set forth in Section 2.03(a)(i) of the CCBCC Disclosure Schedule, all of the CCBCC Parties' right, title and interest in owned and leased real property and other interests in real property including all such right, title and interest under each real property lease pursuant to which any CCBCC Party leases, subleases (as sub-landlord or sub-tenant) or otherwise occupies any such leased real property, together in each case with the CCBCC Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located on any such real property and all easements, licenses, rights and appurtenances related to the foregoing;

(v) all Tax Returns of the CCBCC Parties and their Affiliates (other than Tax Returns related solely to the CCBCC Business or the CCBCC Transferred Assets, except that the CCBCC Parties and their Affiliates will retain all federal and state income Tax Returns, regardless of whether such income Tax Returns are related to the CCBCC Business) and Tax Assets of the CCBCC Parties and their Affiliates;

(vi) any employee benefit plans, programs, arrangements and agreements (including any retirement benefit and post-retirement health benefit plans, programs, arrangements and agreements, but not including any such agreements which are CCBCC Assumed Contracts) sponsored or maintained by the CCBCC Parties or their respective Affiliates, and any trusts and other assets related thereto;

(vii) subject to Section 2.03(a)(xi), all policies of, or agreements for, insurance and interests in insurance pools and programs of the CCBCC Parties;

(viii) all causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCBCC Parties (including counterclaims) and defenses (A) against third parties relating primarily to any of the CCBCC Excluded Assets or the CCBCC Excluded Liabilities as well as any books, records and privileged information relating thereto or (B) relating to any period through the Closing to the extent that the assertion of such cause of action or defense is necessary or useful in defending any claim that is asserted against the CCBCC Parties or for which indemnification is sought by the CCR Parties pursuant to Article IX;

(ix) any interest of any CCBCC Party under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(x) all personnel and employment records for employees and former employees of the CCBCC Parties, including CCBCC Business Employees;

(xi) (A) all corporate minute books (and other similar corporate records) and stock records of the CCBCC Parties; (B) any books and records relating primarily to the CCBCC Excluded Assets; (C) any books, records or other materials that the CCBCC Parties (x) are required by Law to retain, (y) reasonably believe are necessary to enable the CCBCC Parties to prepare and/or file Tax Returns (copies of which will be made available to the CCR Parties or their designees, upon such Person's reasonable request) or (z) are prohibited by Law from delivering to the CCR Parties; and (D) copies of sales and promotional literature, manuals and data, sales and purchase correspondence, and lists of suppliers and customers that are CCBCC Transferred Assets, provided that if the CCBCC Parties are required by Law to retain the originals of any such records, they may do so and in such case they will provide the CCR Parties or their designees with copies thereof;

(xii) all CCBCC Excluded Fountain Equipment;

(xiii) any other assets, properties, rights, contracts and claims of the CCBCC Parties or their Affiliates, wherever located, whether tangible or intangible, real, personal or mixed, that are specifically listed in Section 2.03(b)(xiii) of the CCBCC Disclosure Schedule;

(xiv) any other assets, properties, rights, contracts and claims of the CCBCC Parties or their Affiliates wherever located, whether tangible or intangible, real, personal or mixed, in each case that are not primarily related to or primarily used or primarily held for use in connection with the CCBCC Business;

(xv) any CCBCC Shared Contract, to the extent not assigned to the CCR Parties pursuant to a CCBCC Partial Assignment and Release under Section 5.17(b);

(xvi) any CCBCC Excluded Contracts; and

(xvii) all CCBCC Retained Assets.

(c) CCBCC Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, and subject to the exclusion of the CCBCC Excluded Liabilities, the CCR Parties hereby agree, effective at the time of the Closing and from and after the Closing, to assume and agree to pay, discharge and perform in accordance with their terms, only the following liabilities, commitments and obligations of the CCBCC Parties arising from or relating to the CCBCC Transferred Assets or the CCBCC Business, as the same shall exist as of the Closing (the "CCBCC Assumed Liabilities"):

(i) all liabilities, commitments and obligations arising under any of the CCBCC Assumed Contracts to the extent such liabilities, commitments and obligations are required to be performed on or after, or relate to any period beginning on or after, the Closing and to the extent that they do not relate to any failure to perform or other breach, default or violation by a CCBCC Party under any such CCBCC Assumed Contract prior to the Closing;

(ii) any liability or obligation with respect to Taxes imposed with respect to the CCBCC Transferred Assets or the operation of the CCBCC Business for any period beginning on or after the Closing Date (none of which, for the avoidance of doubt, shall include any Taxes arising from the CCBCC Parties' operation of the CCBCC Business prior to the Closing Date or the CCBCC Parties' operation at any time of any business other than the CCBCC Business) taking into account the allocation described in Section 2.10(a);

(iii) the obligation to pay, on a semi-annual basis, to the Coca-Cola North America division of TCCC, the amount of One Dollar and One Cent ($1.01) per standard physical case of Monster brand beverage products sold in the CCBCC Territory following the Closing and during the term of CCR's or its designee's Monster distribution agreement with Monster Energy Company ("MEC"); and

(iv) those liabilities of the CCBCC Business included in the CCBCC Net Working Capital which are reflected as liabilities on the CCBCC Final Amounts Schedule and which are not CCBCC Retained Liabilities, but only to the extent of the amounts so included, and the other liabilities of the CCBCC Business designated on Section C of the CCBCC Disclosure Schedule as included in the CCBCC Assumed Liabilities.

(d) CCBCC Excluded Liabilities. Except as specifically set forth in Section 2.03(c), the CCR Parties are not assuming or agreeing to pay or discharge any of the liabilities, commitments or obligations of the CCBCC Parties (or any of their Affiliates) of any kind whatsoever (all such liabilities, commitments and obligations not being assumed being herein referred to as the "CCBCC Excluded Liabilities"). Without limiting the generality of the foregoing, the CCBCC Excluded Liabilities shall include the following:

(i) any Debt of any CCBCC Party or any of its Affiliates;

(ii) any liability, commitment or obligation relating to or arising under any CCBCC Excluded Asset;

(iii) any liability, commitment or obligation with respect to Taxes of the CCBCC Parties related to the CCBCC Transferred Assets or the operation of the CCBCC Business prior to the Closing Date (except to the extent specifically assumed pursuant to Article VI);

(iv) all accounts payable of the CCBCC Parties (including all accounts payable of the CCBCC Business accrued as of 12:01 a.m. Eastern Time on the Closing Date), any amounts payable after the Closing for any goods or services delivered or performed prior to the Closing Date and any accrued expenses which are not reflected as current liabilities on the CCBCC Final Amounts Schedule;

(v) all employment-related obligations or other liabilities of any kind or nature with respect to the CCBCC Business Employees that arise prior to the Closing Date, and any obligations arising under the CCBCC Employee Plans;

(vi) any liability, commitment or obligation arising out of (A) any actual or alleged violation of any Environmental Law or Release of Hazardous Substances at any property that was formerly owned or leased in connection with the CCBCC Business and that is not a CCBCC Transferred Asset, (B) any Release of Hazardous Substances prior to the Closing at any CCBCC Real Property or at any third party site to which the CCBCC Business shipped such Hazardous Substances for the purpose of treatment, storage or disposal prior to the Closing Date or (C) any matter disclosed on Section 4.11 of the CCBCC Disclosure Schedule (except to the extent that any such matter expressly described therein is exacerbated by any action taken or not taken by the CCR Parties or their Affiliates after the Closing);

(vii) any liability, commitment or obligation for any intercompany accounts payable (including trade accounts payable) of, or other loan or advance by, CCBCC or its Affiliates to any CCBCC Party;

(viii) any liability, commitment or obligation with respect to any recall, product liability or similar claims for injury to a Person or property, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects, in each case relating to any CCBCC Pre-Closing Products (except to the extent that such liability, commitment or obligation results from or relates to any action taken or not taken by the CCR Parties or their Affiliates);

(ix) any liability, commitment or obligation to indemnify, reimburse or advance amounts to any officer, director, employee or agent of the CCBCC Parties (including with respect to any breach of fiduciary obligations by same), except for indemnification of same pursuant to Section 9.02 as CCBCC Indemnified Parties;

(x) any liability, commitment or obligation in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the CCBCC Business or the CCBCC Transferred Assets to the extent such Action relates primarily to such operation prior to the Closing, including claims by any employee of the CCBCC Parties or their Affiliates;

(xi) any liability, commitment or obligation of the CCBCC Parties under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xii) any liability, commitment or obligation arising under any CCBCC Assumed Contract as a result of or in connection with any failure to perform, or other breach, default or violation by a CCBCC Party prior to the Closing;

(xiii) all CCBCC Retained Liabilities; and

(xiv) any liability, commitment or obligation relating to or arising under any former operations of the CCBCC Business that have been discontinued or disposed of prior to the Closing.

Section 2.04 Assignment of Contracts and Rights; Third Party Consents.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any CCR Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party thereto, would constitute a breach or other contravention thereof or a violation of Law or would in any way adversely affect the rights of the CCBCC Parties thereunder. Subject to Section 5.05(b), the CCR Parties and the CCBCC Parties will each use their reasonable best efforts to obtain the consent of the other parties to any such CCR Transferred Asset or any claim or right or any benefit arising thereunder for the assignment thereof to the CCBCC Parties as the CCBCC Parties may reasonably request. If such consent is not obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of Law or would adversely affect the rights of the CCBCC Parties (as assignee of the applicable CCR Party) thereto or thereunder so that the CCBCC Parties would not in fact receive all such rights, the CCR Parties and the CCBCC Parties will, subject to Section 5.05(b), cooperate in a mutually agreeable arrangement, such as a subcontracting, sublicensing or subleasing arrangement, under which the CCBCC Parties would, in compliance with Law, obtain the benefits, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with such CCR Transferred Asset or such claim, right or benefit in accordance with this Agreement, or under which the CCR Parties would, upon the CCBCC Parties' request, enforce for the benefit (and at the expense) of the CCBCC Parties any and all of their rights against a third party associated with such CCR Transferred Asset or such claim, right or benefit, and the CCR Parties would promptly pay to the CCBCC Parties when received all monies received by them under any CCR Transferred Asset or such claim, right or benefit.

(b) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any CCBCC Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party thereto, would constitute a breach or other contravention thereof or a violation of Law or would in any way adversely affect the rights of the CCR Parties or their designees thereunder. Subject to Section 5.05(b), the CCR Parties and the CCBCC Parties will each use their reasonable best efforts to obtain the consent of the other parties to any such CCBCC Transferred Asset or any claim or right or any benefit arising thereunder for the assignment thereof to the CCR Parties or their designees as the CCR Parties or such designees, as applicable, may reasonably request. If such consent is not obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of Law or would adversely affect the rights of the CCR Parties or their designees thereto or thereunder so that the CCR Parties or such designees would not in fact receive all such rights, the CCR Parties and the CCBCC Parties will, subject to Section 5.05(b), cooperate in a mutually agreeable arrangement, such as a subcontracting, sublicensing or subleasing arrangement, under which the CCR Parties or their designees would, in compliance with Law, obtain the benefits, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with such CCBCC Transferred Asset or such claim, right or benefit in accordance with this Agreement, or under which the CCBCC Parties would, upon the CCR Parties' or their designees' request, enforce for the benefit (and at the expense) of the CCR Parties or their designees any and all of their rights against a third party associated with such CCBCC Transferred Asset or such claim, right or benefit, and the CCBCC Parties would promptly pay to the CCR Parties or their designees when received all monies received by them under any CCBCC Transferred Asset or such claim, right or benefit.

(c) Notwithstanding any other provision of this Agreement to the contrary, this Section 2.04 will not apply to CCR Shared Contracts or to CCBCC Shared Contracts, and the parties' obligations with respect to CCR Shared Contracts and to CCBCC Shared Contracts will be governed by Section 5.17(a) and Section 5.17(b), respectively.

Section 2.05 Closing. On the Business Day which is the CCBCC Parties' first accounting day in the fiscal month, commencing with the fiscal month beginning in October, 2017, in which the conditions set forth in Article VII that are contemplated to be satisfied prior to the Closing are satisfied or are waived by the party entitled to grant such waiver, or on such later date as the CCR Parties and the CCBCC Parties may agree, the transfer and acquisition of the CCR Transferred Assets and the CCBCC Transferred Assets and the assumption of the CCR Assumed Liabilities and the CCBCC Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "Closing") that will be held at the offices of King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, GA 30309, at 12:01 a.m. Eastern Time or such other place, time or means (including electronically) as the CCR Parties and the CCBCC Parties may agree in writing. The date on which the Closing takes place is referred to herein as the "Closing Date".

Section 2.06 Estimated Additional Consideration. (a) As additional consideration for the CCBCC Transferred Assets and the assumption of the CCBCC Assumed Liabilities, on the one hand, or for the CCR Transferred Assets and the assumption of the CCR Assumed Liabilities, on the other hand, as applicable, on the Business Day immediately preceding the Closing Date, the CCR Parties or the CCBCC Parties, as the case may be, shall pay to the other an amount equal to the difference, if any, between the Estimated CCR Aggregate Business Value and the Estimated CCBCC Aggregate Business Value (such amount, the "Estimated Additional Consideration") as follows: (a) if the Estimated CCR Aggregate Business Value is greater than the Estimated CCBCC Aggregate Business Value, then the CCBCC Parties shall pay the Estimated Additional Consideration to the CCR Parties, and (b) if the Estimated CCBCC Aggregate Business Value is greater than the Estimated CCR Aggregate Business Value, then the CCR Parties shall pay the Estimated Additional Consideration to the CCBCC Parties. All payments to be made under this Section 2.06 shall be made in accordance with Section 2.07(a) or Section 2.08(a), as applicable.

(b) The parties that receive payment of the Estimated Additional Consideration pursuant to Section 2.06(a) (the "Receiving Parties") shall hold the Estimated Additional Consideration in an account in trust upon receipt thereof, solely for the benefit of the parties that pay the Estimated Additional Consideration pursuant to Section 2.06(a) (the "Paying Parties"), pending the Closing. If the Closing does not occur by noon Eastern Time on the first Business Day following the date of delivery of the Estimated Additional Consideration to the Receiving Parties ("the Anticipated Closing Date"), upon written request by the Paying Parties, the Receiving Parties will disburse the Estimated Additional Consideration to the Paying Parties prior to 5:00 p.m. Eastern Time on the Anticipated Closing Date, by wire transfer in immediately available funds, to an account or accounts as directed by the Paying Parties, provided, that the Paying Parties will designate such account or accounts no later than three (3) Business Days

prior to the Anticipated Closing Date. If the Closing occurs at or prior to noon Eastern Time on the Anticipated Closing Date, the Estimated Additional Consideration shall, simultaneously with the Closing and without further action by any Party, automatically be released from trust and become the sole property of the Receiving Parties. For avoidance of doubt, at all times when the Receiving Parties are holding the Estimated Additional Consideration in trust for the benefit of the Paying Parties, the Estimated Additional Consideration shall be the sole property of the Paying Parties.

Section 2.07 Closing Deliveries by the CCR Parties. At the Closing, the CCR Parties shall deliver or cause to be delivered to the CCBCC Parties:

(a) an amount equal to the Estimated Additional Consideration, if in accordance with Section 2.06 payable by the CCR Parties (free and clear of any withholding for Taxes), by wire transfer in immediately available funds, to an account or accounts as directed by the CCBCC Parties no later than three (3) Business Days prior to the anticipated Closing Date;

(b) a receipt for the Estimated Additional Consideration, if in accordance with Section 2.06 paid by the CCBCC Parties;

(c) an assignment and assumption agreement, among the CCR Parties and the CCBCC Parties, in the form attached hereto as Exhibit B, with respect to the CCR Transferred Assets (the "CCR Assignment and Assumption Agreement") duly executed by the applicable CCR Parties, and all such other deeds endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to vest in the CCBCC Parties all right, title and interest in, to and under the CCR Transferred Assets;

(d) an assignment and assumption agreement, among the CCR Parties and the CCBCC Parties, in the form attached hereto as Exhibit C, with respect to the CCBCC Transferred Assets (the "CCBCC Assignment and Assumption Agreement") duly executed by the applicable CCR Parties, and all such other deeds, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to vest in the CCR Parties all right, title and interest in, to and under the CCBCC Transferred Assets;

(e) with respect to each parcel of CCR Owned Real Property, a special warranty deed in the form attached hereto as Exhibit D (each, a "CCR Deed"), duly executed and notarized by the applicable CCR Party, with such modifications as to form (but not the scope of warranty) as are necessary to conform to applicable local requirements;

(f) with respect to each CCR Leased Real Property, an Assignment and Assumption of Lease substantially in the form attached hereto as Exhibit E (each, a "CCR Assignment and Assumption of Lease"), duly executed by the applicable CCR Party and, if necessary, such CCR Party's signature shall be witnessed and/or notarized;

(g) with respect to each CCBCC Leased Real Property, an Assignment and Assumption of Lease substantially in the form attached hereto as Exhibit F (each, a "CCBCC Assignment and Assumption of Lease"), duly executed by the applicable CCR Party and, if necessary, such CCR Party's signature shall be witnessed and/or notarized;

(h) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) executed by each CCR Party that such CCR Party is not a foreign person within the meaning of Section 1445 of the Code, and, if the Estimated Additional Consideration is paid by the CCBCC Parties, such other certificates or undertakings as shall be reasonably required to permit the Estimated Additional Consideration to be paid without provision for withholding Taxes under the Laws of any applicable jurisdiction; provided, that any failure by the CCR Parties to deliver any such certificates or undertakings at the Closing will not be deemed to constitute the failure of any condition set forth in Article VII, and the CCBCC Parties' sole remedy in respect thereof will be to withhold an appropriate amount of Taxes from the Estimated Additional Consideration; and

(i) the other documents and certificates required to be delivered pursuant to Section 7.01(d) and Section 7.03.

Section 2.08 Closing Deliveries by the CCBCC Parties. At the Closing, the CCBCC Parties shall deliver or cause to be delivered to the CCR Parties:

(a) an amount equal to the Estimated Additional Consideration, if in accordance with Section 2.06 payable by the CCBCC Parties (free and clear of any withholding for Taxes), by wire transfer in immediately available funds, to an account or accounts as directed by the CCR Parties no later than three (3) Business Days prior to the anticipated Closing Date;

(b) a receipt for the Estimated Additional Consideration, if in accordance with Section 2.06 paid by the CCR Parties;

(c) the CCR Assignment and Assumption Agreement, duly executed by the applicable CCBCC Parties;

(d) the CCBCC Assignment and Assumption Agreement, duly executed by the applicable CCBCC Parties;

(e) with respect to each parcel of CCBCC Owned Real Property, a special warranty deed in the form attached hereto as Exhibit G (each, a "CCBCC Deed"), duly executed and notarized by the applicable CCBCC Party, with such modifications as to form (but not the scope of warranty) as are necessary to conform to applicable local requirements;

(f) with respect to each CCBCC Leased Real Property, a CCBCC Assignment and Assumption of Lease, duly executed by the applicable CCBCC Party and, if necessary, such CCBCC Party's signature shall be witnessed and/or notarized;

(g) with respect to each CCR Leased Real Property, a CCR Assignment and Assumption of Lease, duly executed by the applicable CCBCC Party and, if necessary, such CCBCC Party's signature shall be witnessed and/or notarized;

(h) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) executed by each CCBCC Party that such CCBCC Party is not a foreign person within the meaning of Section 1445 of the Code, and, if the Estimated Additional Consideration is paid by the CCR Parties, such other certificates or undertakings as shall be reasonably required to permit the Estimated Additional Consideration to be paid without provision for withholding Taxes under the Laws of any applicable jurisdiction; provided, that any failure by the CCBCC Parties to deliver any such certificates or undertakings at the Closing will not be deemed to constitute the failure of any condition set forth in Article VII, and the CCR Parties' sole remedy in respect thereof will be to withhold an appropriate amount of Taxes from the Estimated Additional Consideration; and

(i) the other documents and certificates required to be delivered pursuant to Section 7.01(e) and Section 7.02.

Section 2.09 Adjustment of Additional Consideration.

(a) CCR Aggregate Business Value.

(i) The CCR Parties have prepared and delivered to the CCBCC Parties (1) an estimated closing statement of the CCR Business as of the Closing Date (the "CCR Estimated Closing Statement"), signed by an authorized officer of the CCR Parties (on behalf and in the name of the CCR Parties), which sets forth (A) the Estimated CCR Net Working Capital Amount, (B) (I) the Estimated CCR Net Working Capital Surplus, if any, or (II) the Estimated CCR Net Working Capital Deficit, if any, and (C) the Estimated CCR Aggregate Business Value calculated using the foregoing estimates, and (2) the unaudited balance sheets of the CCR Distribution Business and of the CCR Production Business, in each case, as of the Business Day that is the CCR Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs (provided that such unaudited balance sheets will include the CCR Retained Assets and CCR Retained Liabilities as reflected in the CCR 2016 Distribution Data and the CCR 2016 Production Data, as adjusted for certain mutually agreed upon items, if any), determined consistent with the CCR Agreed Financial Methodology (collectively, the "Estimated CCR Closing Date Unaudited Balance Sheet"). All estimates set forth in the CCR Estimated Closing Statement will be consistent with the CCR Agreed Financial Methodology and such estimates shall be based on the CCR Parties' data included in the Estimated CCR Closing Date Unaudited Balance Sheet. The CCR Parties conducted a physical inventory count on the Business Day which is the CCR Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs for the purpose of preparing the CCR Estimated Closing Statement.

(ii) The CCR Parties hereby agree to conduct a physical inventory count on the Closing Date for the purpose of preparing the CCR Preliminary Amounts Schedule. The CCR Parties hereby agree that the CCBCC Parties and their Representatives shall be permitted to attend any such physical inventory count conducted by the CCR Parties at such time and at such places as the CCR Parties specify. No later than one hundred twenty (120) days following the Closing Date, the CCR Parties will prepare, or cause to be prepared, and will deliver to the CCBCC Parties the CCR Closing

Financial Information and the CCR Preliminary Amounts Schedule. The CCR Preliminary Amounts Schedule will be based on, and consistent with, the CCR Closing Financial Information. Upon reasonable prior written notice, the CCBCC Parties shall provide the CCR Parties and their respective Representatives with reasonable access, during normal business hours, to the CCBCC Parties' respective Representatives and such books and records as may be reasonably requested by the CCR Parties and their respective Representatives in order to prepare the CCR Closing Financial Information and the CCR Preliminary Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCBCC Parties or any of their Affiliates and (B) the auditors and accountants of the CCBCC Parties or any of their respective Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iii) The CCBCC Parties shall have one hundred twenty (120) days following receipt of the CCR Preliminary Amounts Schedule during which to notify the CCR Parties of any dispute of any item contained in the CCR Preliminary Amounts Schedule, which notice shall set forth in reasonable detail the basis for such dispute (a "CCBCC Notice of Dispute"). Upon reasonable prior written notice, the CCR Parties shall provide the CCBCC Parties and their Representatives with reasonable access, during normal business hours, to the CCR Parties' Representatives and such books and records as may be reasonably requested by the CCBCC Parties and their Representatives in order to verify the information contained in the CCR Closing Financial Information and the CCR Preliminary Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCR Parties, their designees or their respective Affiliates and (B) the auditors and accountants of the CCR Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iv) If the CCBCC Parties do not provide the CCR Parties with a CCBCC Notice of Dispute within such one hundred twenty (120) day period, the CCR Preliminary Amounts Schedule prepared by the CCR Parties shall be deemed to be the CCR Final Amounts Schedule and will be conclusive and binding upon all parties hereto.

(v) If the CCBCC Parties provide the CCR Parties with a CCBCC Notice of Dispute within such one hundred twenty (120) day period, the CCBCC Parties and the CCR Parties shall cooperate in good faith to resolve any such dispute as promptly as possible, and upon such resolution, the CCR Final Amounts Schedule shall be prepared in accordance with the agreement of the CCBCC Parties and the CCR Parties. If the CCBCC Parties and the CCR Parties are unable to resolve any dispute regarding the CCR Preliminary Amounts Schedule within thirty (30) days after the CCR Parties' receipt of the CCBCC Notice of Dispute, or such longer period as the CCR Parties and the CCBCC Parties shall mutually agree in writing, such dispute shall be resolved in accordance with Section 2.09(c).

(b) CCBCC Aggregate Business Value.

(i) The CCBCC Parties have prepared and delivered to the CCR Parties (1) an estimated closing statement of the CCBCC Business as of the Closing Date (the "CCBCC Estimated Closing Statement"), signed by an authorized officer of the CCBCC Parties (on behalf and in the name of the CCBCC Parties), which sets forth (A) the Estimated CCBCC Net Working Capital Amount, (B) (I) the Estimated CCBCC Net Working Capital Surplus, if any, or (II) the Estimated CCBCC Net Working Capital Deficit, if any, and (C) the Estimated CCBCC Aggregate Business Value calculated using the foregoing estimates, (2) the unaudited balance sheets of the CCBCC Distribution Business and of the CCBCC Production Business, in each case, as of the Business Day that is the CCBCC Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs (provided that such unaudited balance sheets will include the CCBCC Retained Assets and CCBCC Retained Liabilities as reflected in the CCBCC 2016 Distribution Data and CCBCC 2016 Production Data, as adjusted for certain mutually agreed upon items, if any, and will include the aggregate amount of the CCBCC Active Represented Employee OPEB Liability and the CCBCC Other Employee OPEB Liability estimated as of October 1, 2017), determined consistent with the CCBCC Agreed Financial Methodology (collectively, the "Estimated CCBCC Closing Date Unaudited Balance Sheet") and (3) a statement setting forth the amount of the CCBCC Active Represented Employee OPEB Liability estimated as of October 1, 2017. All estimates set forth in the CCBCC Estimated Closing Statement will be consistent with the CCBCC Agreed Financial Methodology and such estimates shall be based on the CCBCC Parties' data included in the Estimated CCBCC Closing Date Unaudited Balance Sheet. The CCBCC Parties conducted a physical inventory count on the Business Day which is the CCBCC Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs for the purpose of preparing the CCBCC Estimated Closing Statement.

(ii) The CCBCC Parties hereby agree to conduct a physical inventory count on the Closing Date for the purpose of preparing the CCBCC Preliminary Amounts Schedule. The CCBCC Parties hereby agree that the CCR Parties, their designees and their respective Representatives shall be permitted to attend any such physical inventory count conducted by the CCBCC Parties at such time and at such places as the CCBCC Parties specify. No later than one hundred twenty (120) days following the Closing Date, the CCBCC Parties will prepare, or cause to be prepared, and will deliver to the CCR Parties the CCBCC Closing Financial Information and the CCBCC Preliminary Amounts Schedule. The CCBCC Preliminary Amounts Schedule will be based on, and consistent with, the CCBCC Closing Financial Information. Upon reasonable prior written notice, the CCR Parties or their designees shall provide the CCBCC Parties and their respective Representatives with reasonable access, during normal business hours, to the CCR Parties' or their designees' respective Representatives and such books and records as may be reasonably requested by the CCBCC Parties and their respective Representatives in order to prepare the CCBCC Closing Financial Information and the CCBCC Preliminary

Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCR Parties, their designees or any of their respective Affiliates and (B) the auditors and accountants of the CCR Parties, their designees or any of their respective Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iii) The CCR Parties or their designees shall have one hundred twenty (120) days following receipt of the CCBCC Preliminary Amounts Schedule during which to notify the CCBCC Parties of any dispute of any item contained in the CCBCC Preliminary Amounts Schedule, which notice shall set forth in reasonable detail the basis for such dispute (a "CCR Notice of Dispute"). Upon reasonable prior written notice, the CCBCC Parties shall provide the CCR Parties, their designees and their respective Representatives with reasonable access, during normal business hours, to the CCBCC Parties' Representatives and such books and records as may be reasonably requested by the CCR Parties, their designees and their respective Representatives in order to verify the information contained in the CCBCC Closing Financial Information and the CCBCC Preliminary Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCBCC Parties or their Affiliates and (B) the auditors and accountants of the CCBCC Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iv) If the CCR Parties or their designees do not provide the CCBCC Parties with a CCR Notice of Dispute within such one hundred twenty (120) day period, the CCBCC Preliminary Amounts Schedule prepared by the CCBCC Parties shall be deemed to be the CCBCC Final Amounts Schedule and will be conclusive and binding upon all parties hereto.

(v) If the CCR Parties or their designees provide the CCBCC Parties with a CCR Notice of Dispute within such one hundred twenty (120) day period, the CCR Parties and the CCBCC Parties shall cooperate in good faith to resolve any such dispute as promptly as possible, and upon such resolution, the CCBCC Final Amounts Schedule shall be prepared in accordance with the agreement of the CCR Parties and the CCBCC Parties. If the CCBCC Parties and the CCR Parties are unable to resolve any dispute regarding the CCBCC Preliminary Amounts Schedule within thirty (30) days after the CCBCC Parties' receipt of the CCR Notice of Dispute, or such longer period as the CCBCC Parties and the CCR Parties shall mutually agree in writing, such dispute shall be resolved in accordance with Section 2.09(c).

(c) Arbitration. If the CCBCC Parties and the CCR Parties are unable to resolve any dispute regarding the CCR Preliminary Amounts Schedule and/or the CCBCC Preliminary Amounts Schedule within thirty (30) days after the CCBCC Parties' receipt of the CCR Notice of Dispute and/or the CCR Parties' receipt of the CCBCC Notice of Dispute, as the case may be, or such longer period as the CCBCC Parties and the CCR Parties shall mutually agree in writing, such dispute shall be resolved by a mutually agreed upon accounting firm that, unless otherwise mutually agreed by the parties, is independent of each CCBCC Party and each CCR Party (meaning a firm of certified public accountants that has not provided services to any of the parties hereto or their Affiliates during the immediately preceding five (5) years) (such accounting firm, the "Arbitrator"). Such resolution shall be final and binding on the parties hereto and the CCR Final Amounts Schedule and/or the CCBCC Final Amounts Schedule shall be prepared in accordance with the resolution of the Arbitrator. The CCBCC Parties and the CCR Parties shall submit to the Arbitrator for review and resolution all matters (but only such matters) that are set forth in the CCR Notice of Dispute and/or the CCBCC Notice of Dispute, as the case may be, which remain in dispute in determining the CCR Net Working Capital Amount and/or the CCBCC Net Working Capital Amount, as the case may be, and the Arbitrator shall, except in the case of manifest error, (A) not assign a value to any item in dispute greater than the greatest value for such item assigned by the CCBCC Parties, on the one hand, or the CCR Parties, on the other hand, or less than the smallest value for such item assigned by the CCBCC Parties, on the one hand, or the CCR Parties, on the other hand, and (B) make its determination based on written submissions by the CCBCC Parties and the CCR Parties which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Arbitrator shall use commercially reasonable efforts to complete its work within forty-five (45) days following its engagement. The fees, costs and expenses of the Arbitrator (i) shall be borne by the CCBCC Parties in the proportion that the aggregate dollar amount of all such disputed items so submitted that are resolved against the CCBCC Parties (as finally determined by the Arbitrator) bears to the aggregate dollar amount of such items so submitted and (ii) shall be borne by the CCR Parties in the proportion that the aggregate dollar amount of such disputed items so submitted that are resolved against the CCR Parties (as finally determined by the Arbitrator) bears to the aggregate dollar amount of all such items so submitted.

(d) Adjustment Payments. Within five (5) Business Days following the later of the determination of the CCR Final Amounts Schedule and the determination of the CCBCC Final Amounts Schedule in accordance with this Section 2.09:

(i) to the extent that there is an Additional Consideration Deficit, the parties who received the Estimated Additional Consideration shall pay to the parties who paid the Estimated Additional Consideration in cash an aggregate amount equal to the absolute value of the Additional Consideration Deficit by wire transfer of immediately available funds to an account or accounts designated by the parties entitled to receive such payment; provided, however, this Section 2.09(d)(i) shall not apply in the event of an Additional Consideration Reversal. Upon such payment, the paying parties shall be fully released and discharged of any obligation with respect to the Additional Consideration Deficit;

(ii) to the extent that there is an Additional Consideration Surplus, the parties who paid the Estimated Additional Consideration shall pay to the parties who received the Estimated Additional Consideration in cash an aggregate amount equal to the Additional Consideration Surplus by wire transfer of immediately available funds to

an account or accounts designated by the parties entitled to receive such payment; provided, however, this Section 2.09(d)(ii) shall not apply in the event of an Additional Consideration Reversal. Upon such payment, the paying parties shall be fully released and discharged of any obligation with respect to the Additional Consideration Surplus;

(iii) to the extent that there is an Additional Consideration Reversal, the parties who received the Estimated Additional Consideration shall be obligated to pay to the parties who paid the Estimated Additional Consideration in cash an aggregate amount equal to the sum of (A) an amount equal to the Estimated Additional Consideration plus (B) an amount equal to the Additional Consideration by wire transfer of immediately available funds to an account or accounts designated by the parties entitled to receive such payment. Upon such payment, the paying parties shall be fully released and discharged of any obligation with respect to the Additional Consideration Reversal; and

(iv) any payment made pursuant to this Section 2.09(d) shall include an additional amount of interest on the amount so remitted at a rate per annum equal to the Six-Month Treasury Rate, which additional amount of interest shall accrue from and after the first calendar day after the Closing Date until the date of payment.

(e) If and to the extent that, following the date hereof, the parties hereto mutually reasonably agree that (i) EBITDA for the CCR Business' 2016 fiscal year, (ii) EBITDA for the CCBCC Business' 2016 fiscal year, (iii) the CCR Retained Assets Amount, (iv) the CCR Retained Liabilities Amount, (v) the CCBCC Retained Assets Amount, and (vi) the CCBCC Retained Liabilities Amount, should be adjusted based on further diligence, the parties hereto will reflect any such adjustment in the Additional Consideration Surplus or the Additional Consideration Deficit, as the case may be.

Section 2.10 Allocation of Certain Items. With respect to certain expenses incurred with respect to (i) the CCR Transferred Assets in the operation of the CCR Business and (ii) the CCBCC Transferred Assets in the operation of the CCBCC Business, the following allocations shall be made between the CCBCC Parties on the one hand and the CCR Parties on the other:

(a) Taxes. Except as otherwise provided by Section 6.01, real and ad valorem property Taxes shall be apportioned at the Closing based upon the amounts set forth in the current Tax bills therefor and the number of days in the taxable period prior to the Closing Date and in the taxable period including and following the Closing Date and if necessary such Taxes shall be further apportioned after the parties hereto receive the final Tax bills relating thereto.

(b) Utilities. Utilities, water and sewer charges shall be apportioned based upon the number of days occurring prior to the Closing Date and including and following the Closing Date during the billing period for each such charge.

(c) Other. Other similar obligations paid in the ordinary course of business, including rent and lease obligations, as well as obligations owed to the CCR Business Employees, in respect of reimbursable automobile expenses, shall be apportioned based upon the number of days occurring prior to the Closing Date and including and following the Closing Date during the billing period for each such charge.

Appropriate cash payments by the CCBCC Parties or the CCR Parties, as the case may require, shall be made hereunder from time to time as soon as practicable after the facts giving rise to the obligation for such payments are known in the amounts necessary to give effect to the allocations provided for in this Section 2.10; provided, however, that such payments shall not be required to the extent an accrued expense or prepaid expense is adequately reflected with respect to such item on the Final Amounts Schedules.

Section 2.11 Tax Treatment and Allocation.

(a) Tax Treatment. The CCBCC Parties and the CCR Parties intend that the transactions contemplated by this Agreement, to the extent permissible, qualify as like-kind "exchanges" under Section 1031 of the Code, and will cooperate to effectuate the requirements of Section 1031 of the Code, including by executing and delivering such documents as are reasonably required in connection therewith. The CCBCC Parties and the CCR Parties shall file all Tax Returns and other documents consistent with this Section 2.11 to the extent permissible and except as may be adjusted by subsequent agreement following an audit by the U.S. Internal Revenue Service (the "IRS") or by court decision. The parties hereto further agree that the transactions contemplated by this Agreement constitute an exchange of multiple properties within the meaning of Treasury Regulations Section 1.1031(j)-1 and agree to jointly cooperate with each other to allocate among applicable exchange groups, a residual group, or no group, as applicable, pursuant to Treasury Regulations Section 1.1031(j)-1(b), (i) the CCR Transferred Assets, (ii) the CCBCC Transferred Assets, and (iii) the difference between the CCR Assumed Liabilities and the CCBCC Assumed Liabilities (such allocation, the "Exchange Group Allocation").

(b) Cooperation. The CCBCC Parties and the CCR Parties shall cooperate and use reasonable best efforts to determine the Exchange Group Allocation within forty-five (45) Business Days following the later of the determination of the Final Amounts Schedules in accordance with Section 2.09, and the final resolution of the Missing CCBCC Equipment Notice and the Missing CCR Equipment Notice, in accordance with Section 2.12 (the "Allocation Determination Date").

Section 2.12 Vending and Cold Drink Equipment.

(a) CCR Vending and Cold Drink Equipment.

(i) Set forth on Section 2.02(a)(iii) of the CCR Disclosure Schedule is a list of the CCR Subject Equipment that the CCR Parties have assigned a Net Book Value greater than $20 and that has been serviced within the previous twenty-four (24) months and/or has produced revenue within the previous twelve (12) months and the location thereof (as updated pursuant to this Section 2.12(a), the "Key CCR Subject Equipment") as well as a depreciation schedule and the acquisition cost for the Key CCR Subject Equipment. Within one hundred twenty (120) days following the Closing, the CCR Parties will, by written notice to the CCBCC Parties in accordance with the terms of this Agreement, amend or supplement Section 2.02(a)(iii) of the CCR Disclosure

Schedule (as amended or supplemented, the "Closing Key CCR Subject Equipment Schedule") to update the list of Key CCR Subject Equipment existing as of the Closing Date and the corresponding acquisition cost and accumulated depreciation (such update for the accumulated depreciation shall be made to the accumulated depreciation data set forth in the update of Section 2.02(a)(iii) of the CCR Disclosure Schedule delivered pursuant to Section 5.08(a)) for such Key CCR Subject Equipment, as well as the method for computing the agreed replacement value for each item of Key CCR Subject Equipment (the "CCR Agreed Replacement Value") following the Closing and a "weighted average" value for each category of Key CCR Subject Equipment (the "CCR Weighted Average Value") as of the Closing Date.

(ii) Each of the parties hereto hereby agrees that, although the physical location or existence of certain pieces of the Key CCR Subject Equipment as reflected on the Closing Key CCR Subject Equipment Schedule may not be determinable, the failure of the CCBCC Parties to locate or determine the existence of all such Key CCR Subject Equipment will not provide the basis of or result in a reduction of or adjustment to the Additional Consideration (except as otherwise provided in this Section 2.12(a)) or otherwise provide the basis of or result in a claim for indemnification under Article IX. Within ten (10) Business Days following the six (6) month anniversary of the delivery by the CCR Parties to the CCBCC Parties of the Closing Key CCR Subject Equipment Schedule, the CCBCC Parties shall deliver written notice to the CCR Parties and/or their designees (the "Missing CCR Equipment Notice") with the following information: (I) a list of each item of Key CCR Subject Equipment which the CCBCC Parties have failed to locate or the existence of which the CCBCC Parties have failed to determine (the "Missing CCR Equipment"), (II) the CCR Weighted Average Value of each item of Missing CCR Equipment, (III) a list of each other item of CCR Subject Equipment present at the location specified for an item of Missing CCR Equipment on the Closing Key CCR Subject Equipment Schedule, which list shall specify the location (outlet name and address along with outlet number), make, model and asset identification number for each such other item of CCR Subject Equipment, the date such item was observed and the name of the individual who made such observation, and (IV) a list of any CCR Substitute Subject Equipment that the CCBCC Parties have located during such period following the Closing; provided, that the CCBCC Parties may only provide the CCR Parties with one (1) Missing CCR Equipment Notice, which Missing CCR Equipment Notice may be adjusted pursuant to Section 2.12(a)(iii). The Missing CCR Equipment Notice will also include a calculation (the "CCR Threshold Calculation") of whether the total CCR Weighted Average Value of all Missing CCR Equipment included in the Missing CCR Equipment Notice exceeds five percent (5%) (the "CCR Subject Equipment Threshold") of the total CCR Weighted Average Value of (x) all Key CCR Subject Equipment listed on the Closing Key CCR Subject Equipment Schedule plus (y) any CCR Substitute Subject Equipment. Notwithstanding anything to the contrary set forth in this Agreement, the provision of a Missing CCR Equipment Notice pursuant to this Section 2.12(a) and the rights of the CCBCC Parties with respect thereto set forth in this Section 2.12(a) are the sole and exclusive remedy available to the CCBCC Parties with respect to Missing CCR Equipment. In addition, between the date that the Closing Key CCR Subject Equipment Schedule is delivered by the CCR Parties to the CCBCC Parties and the date that the corresponding Missing CCR Equipment Notice is delivered

by the CCBCC Parties to the CCR Parties, the CCBCC Parties shall provide to the CCR Parties monthly written updates regarding the status of any Missing CCR Equipment by not later than twenty (20) Business Days after the end of each month. If and to the extent that the relocation within the CCR Territory of any CCR Substitute Subject Equipment is necessary (as determined by the CCBCC Parties in their sole discretion), the CCR Parties will bear any out of pocket costs related to such relocation. Such CCR Substitute Subject Equipment will be free and clear of all Liens, except for Permitted Liens.

(iii) The CCR Parties shall have ninety (90) days following receipt of the Missing CCR Equipment Notice during which to notify the CCBCC Parties of any dispute of any Missing CCR Equipment contained on the Missing CCR Equipment Notice (a "CCR Equipment Dispute Notice"). If the CCR Parties do not provide the CCBCC Parties with a CCR Equipment Dispute Notice within such ninety (90) day period, the Missing CCR Equipment Notice prepared by the CCBCC Parties shall be deemed to be final and will be conclusive and binding upon the parties hereto. If the CCR Parties do provide the CCBCC Parties with a CCR Equipment Dispute Notice within such ninety (90) day period, then the CCBCC Parties and the CCR Parties shall cooperate in good faith to resolve any such dispute as promptly as possible. If the total CCR Weighted Average Value of all of the Missing CCR Equipment set forth on the Missing CCR Equipment Notice and described in the CCR Threshold Calculation exceeds the CCR Subject Equipment Threshold (or if the resolution of the CCR Equipment Dispute Notice is that it exceeds the CCR Subject Equipment Threshold), the CCR Parties shall pay the CCBCC Parties the dollar value (based on the CCR Agreed Replacement Value as of the Closing Date) of all of the Missing CCR Equipment (and not just the Missing CCR Equipment in excess of the CCR Subject Equipment Threshold) set forth on the Missing CCR Equipment Notice. If the total CCR Weighted Average Value of all of the Missing CCR Equipment set forth on the Missing CCR Equipment Notice and described in the CCR Threshold Calculation does not exceed the CCR Subject Equipment Threshold (or if the resolution of the CCR Equipment Dispute Notice is that it does not exceed the CCR Subject Equipment Threshold), the CCR Parties shall not be required to make any payments under this Section 2.12(a).

(iv) Notwithstanding anything set forth in this Section 2.12(a), if the parties have determined that the CCR Parties are required to pay the CCBCC Parties with respect to Missing CCR Equipment in accordance with this Section 2.12(a), the parties agree that the CCR Parties shall, prior to paying any amounts under this Section 2.12(a), first attempt to substitute for pieces of the Missing CCR Equipment comparable pieces of cold drink and vending equipment from the CCR Parties' inventory (A) with a comparable CCR Agreed Replacement Value and in the same equipment category as the Missing CCR Equipment, and (B) in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted. If the CCR Parties are able to make any such substitution, they will transfer such substitute piece of equipment to the CCBCC Parties free and clear of all Liens, except for Permitted Liens, and relocate such equipment to a location in the CCR Territory designated by the CCBCC Parties at the sole cost and expense of the CCR Parties. If the CCR Parties substitute comparable pieces of cold drink and vending equipment from the CCR Parties' inventory for pieces of Missing CCR Equipment as described in this Section 2.12(a)(iv), then the amount that the CCR Parties are to pay to the CCBCC Parties under Section 2.12(a)(iii) will be reduced by the CCR Agreed Replacement Value of such Missing CCR Equipment that is so substituted.

(v) The CCBCC Parties shall provide the CCR Parties and their respective Representatives with reasonable access, during normal business hours, to the CCBCC Parties' Representatives and such books and records as may be reasonably requested by the CCR Parties and their respective Representatives in order to verify the information contained in the Missing CCR Equipment Notice; provided, however, that such access shall not unreasonably interfere with the business or operations of the CCBCC Parties. The CCBCC Parties shall also provide the CCR Parties and their respective Representatives with access to the CCBCC Parties' sales and service records for purposes of determining whether the CCBCC Parties or any of their respective Affiliates have sold to or serviced any CCR Subject Equipment. The CCBCC Parties hereby covenant and agree that they shall maintain and track the BASIS outlet number along with maintaining and tracking the same service control numbers and CCR asset tracking number for each item of CCR Subject Equipment as those utilized by the CCR Parties prior to the Closing.

(b) CCBCC Vending and Cold Drink Equipment.

(i) Set forth on Section 2.03(a)(iii) of the CCBCC Disclosure Schedule is a list of the CCBCC Subject Equipment that the CCBCC Parties have assigned a Net Book Value greater than $20 and that has been serviced within the previous twenty-four (24) months and/or has produced revenue within the previous twelve (12) months and the location thereof (as updated pursuant to this Section 2.12(b), the "Key CCBCC Subject Equipment"), as well as a depreciation schedule and the acquisition cost for the Key CCBCC Subject Equipment. Within one hundred twenty (120) days following the Closing, the CCBCC Parties will, by written notice to the CCR Parties in accordance with the terms of this Agreement, amend or supplement Section 2.03(a)(iii) of the CCBCC Disclosure Schedule (as amended or supplemented, the "Closing Key CCBCC Subject Equipment Schedule") to update the list of Key CCBCC Subject Equipment existing as of the Closing Date and the corresponding acquisition cost and accumulated depreciation (such update for the accumulated depreciation shall be made to the accumulated depreciation data set forth in the update of Section 2.03(a)(iii) of the CCBCC Disclosure Schedule delivered pursuant to Section 5.08(b)) for such Key CCBCC Subject Equipment, as well as the method for computing the agreed replacement value of each item of Key CCBCC Subject Equipment (the "CCBCC Agreed Replacement Value") following the Closing and a "weighted average" value for each category of Key CCBCC Subject Equipment (the "CCBCC Weighted Average Value") as of the Closing Date.

(ii) Each of the parties hereto hereby agrees that, although the physical location or existence of certain pieces of the Key CCBCC Subject Equipment as reflected on the Closing Key CCBCC Subject Equipment Schedule may not be determinable, the failure of the CCR Parties or their designees to locate or determine the existence of all such Key CCBCC Subject Equipment will not provide the basis of or result in a reduction

of or adjustment to the Additional Consideration (except as otherwise provided in this Section 2.12(b)) or otherwise provide the basis of or result in a claim for indemnification under Article IX. Within ten (10) Business Days following the six (6) month anniversary of the delivery by the CCBCC Parties to the CCR Parties of the Closing Key CCBCC Subject Equipment Schedule, the CCR Parties and/or their designees shall deliver written notice to the CCBCC Parties (the "Missing CCBCC Equipment Notice") with the following information: (I) a list of each item of Key CCBCC Subject Equipment which the CCR Parties or their designees have failed to locate or the existence of which the CCR Parties or their designees have failed to determine (the "Missing CCBCC Equipment"), (II) the CCBCC Weighted Average Value of each item of Missing CCBCC Equipment, (III) a list of each other item of CCBCC Subject Equipment present at the location specified for an item of Missing CCBCC Equipment on the Closing Key CCBCC Subject Equipment Schedule, which list shall specify the location (outlet name and address along with outlet number), make, model and asset identification number for each such other item of CCBCC Subject Equipment, the date such item was observed and the name of the individual who made such observation, and (IV) a list of any CCBCC Substitute Subject Equipment that the CCR Parties or their designees have located during the period following the Closing; provided, that the CCR Parties and their designees may only provide one (1) Missing CCBCC Equipment Notice, which Missing CCBCC Equipment Notice may be adjusted pursuant to Section 2.12(b)(iii). The Missing CCBCC Equipment Notice will also include a calculation (the "CCBCC Threshold Calculation") of whether the total CCBCC Weighted Average Value of all Missing CCBCC Equipment included in the Missing CCBCC Equipment Notice exceeds five percent (5%) (the "CCBCC Subject Equipment Threshold") of the total CCBCC Weighted Average Value of (x) all Key CCBCC Subject Equipment listed on the Closing Key CCBCC Subject Equipment Schedule plus (y) any CCBCC Substitute Subject Equipment. Notwithstanding anything to the contrary set forth in this Agreement, the provision of a Missing CCBCC Equipment Notice pursuant to this Section 2.12(b) and the rights of the CCR Parties and their designees with respect thereto set forth in this Section 2.12(b) are the sole and exclusive remedy hereunder available to the CCR Parties and their designees with respect to Missing CCBCC Equipment. In addition, between the date that the Closing Key CCBCC Subject Equipment Schedule is delivered by the CCBCC Parties to the CCR Parties and the date that the corresponding Missing CCBCC Equipment Notice is delivered by the CCR Parties or their designees to the CCBCC Parties, the CCR Parties shall provide to the CCBCC Parties or their designees monthly written updates regarding the status of any Missing CCBCC Equipment by not later than twenty (20) Business Days after the end of each month. If and to the extent that the relocation within the CCBCC Territory of any CCBCC Substitute Subject Equipment is necessary (as determined by the CCR Parties in their sole discretion), the CCBCC Parties will bear any out of pocket costs related to such relocation. Such CCBCC Substitute Subject Equipment will be free and clear of all Liens, except for Permitted Liens.

(iii) The CCBCC Parties shall have ninety (90) days following receipt of the Missing CCBCC Equipment Notice during which to notify the CCR Parties of any dispute of any Missing CCBCC Equipment contained on the Missing CCBCC Equipment Notice (a "CCBCC Equipment Dispute Notice"). If the CCBCC Parties do not provide the CCR Parties with a CCBCC Equipment Dispute Notice within such ninety (90) day

period, the Missing CCBCC Equipment Notice prepared by the CCR Parties shall be deemed to be final and will be conclusive and binding upon the parties hereto. If the CCBCC Parties do provide the CCR Parties with a CCBCC Equipment Dispute Notice within such ninety (90) day period, then the CCR Parties and the CCBCC Parties shall cooperate in good faith to resolve any such dispute as promptly as possible. If the total CCBCC Weighted Average Value of all of the Missing CCBCC Equipment set forth on the Missing CCBCC Equipment Notice and described in the CCBCC Threshold Calculation exceeds the CCBCC Subject Equipment Threshold (or if the resolution of the CCBCC Equipment Dispute Notice is that it exceeds the CCBCC Subject Equipment Threshold), the CCBCC Parties shall pay the CCR Parties the dollar value (based on the CCBCC Agreed Replacement Value as of the Closing Date) of all of the Missing CCBCC Equipment (and not just the Missing CCBCC Equipment in excess of the CCBCC Subject Equipment Threshold) set forth on the Missing CCBCC Equipment Notice. If the total CCBCC Weighted Average Value of all of the Missing CCBCC Equipment set forth on the Missing CCBCC Equipment Notice and described in the CCBCC Threshold Calculation does not exceed the CCBCC Subject Equipment Threshold (or if the resolution of the CCBCC Equipment Dispute Notice is that it does not exceed the CCBCC Subject Equipment Threshold), the CCBCC Parties shall not be required to make any payments under this Section 2.12(b).

(iv) Notwithstanding anything set forth in this Section 2.12(b), if the parties have determined that the CCBCC Parties are required to pay the CCR Parties with respect to Missing CCBCC Equipment in accordance with this Section 2.12(b), the parties agree that the CCBCC Parties shall, prior to paying any amounts under this Section 2.12(b), first attempt to substitute for pieces of the Missing CCBCC Equipment comparable pieces of cold drink and vending equipment from the CCBCC Parties' inventory (A) with a comparable CCBCC Agreed Replacement Value and in the same equipment category as the Missing CCBCC Equipment, and (B) in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted. If the CCBCC Parties are able to make any such substitution, they will transfer such substitute piece of equipment to the CCR Parties or their designees free and clear of all Liens, except for Permitted Liens, and relocate such equipment to a location in the CCBCC Territory designated by the CCR Parties or their designees at the sole cost and expense of the CCBCC Parties. If the CCBCC Parties substitute comparable pieces of cold drink and vending equipment from the CCBCC Parties' inventory for pieces of Missing CCBCC Equipment as described in this Section 2.12(b)(iv), then the amount that the CCBCC Parties are to pay to the CCR Parties under Section 2.12(b)(iii) will be reduced by the CCBCC Agreed Replacement Value of such Missing CCBCC Equipment that is so substituted.

(v) The CCR Parties shall provide, or shall use commercially reasonable efforts to cause their designees to provide, the CCBCC Parties and their respective Representatives with reasonable access, during normal business hours, to the CCR Parties' Representatives and those of their applicable designees and such books and records as may be reasonably requested by the CCBCC Parties and their respective Representatives in order to verify the information contained in the Missing CCBCC Equipment Notice; provided, however, that such access shall not unreasonably interfere

with the business or operations of the CCR Parties or such designees. The CCR Parties shall also provide, or shall use commercially reasonable efforts to cause their designees to provide, the CCBCC Parties and their respective Representatives with access to the CCR Parties' or their designees' sales and service records for purposes of determining whether the CCR Parties, their designees or any of their respective Affiliates has sold to or serviced any CCBCC Subject Equipment. The CCR Parties hereby covenant and agree that they shall, or shall direct their designees to, maintain and track the CCBCC asset tracking number for each item of CCBCC Subject Equipment as those utilized by the CCBCC Parties prior to the Closing.

Section 2.13 Withholding.

Neither the CCBCC Parties nor the CCR Parties shall deduct or withhold any amounts payable to the other hereunder without consulting with the other party prior to deducting or withholding any such amounts and each shall use reasonable best efforts to cooperate with the other party in minimizing or eliminating such amounts.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE CCR PARTIES

Except as provided in the CCR Disclosure Schedule delivered by the CCR Parties to the CCBCC Parties on the date of this Agreement (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such CCR Disclosure Schedule relates; provided, that any disclosure with respect to a Section or schedule of this Agreement shall be deemed to be disclosed for other Sections and schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or schedules would be reasonably apparent to a reader of such disclosure), the CCR Parties jointly and severally represent and warrant to the CCBCC Parties as follows:

Section 3.01 Incorporation, Qualification and Authority of the CCR Parties. Each of the CCR Parties is a corporation or other organization duly incorporated or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation or organization and has all necessary corporate power to enter into, consummate the transactions contemplated by and carry out its obligations under this Agreement and the Companion Agreements. Each of the CCR Parties has the corporate or other applicable power and authority to operate its business with respect to the CCR Transferred Assets as now conducted and is duly qualified as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification material to the CCR Transferred Assets, except for jurisdictions where the failure to be so qualified or in good standing has not or would not reasonably be expected to adversely affect either the CCR Business in any material respect or such CCR Party's ability to consummate the transactions contemplated by this Agreement. The execution and delivery by the CCR Parties of this Agreement and the Companion Agreements and the consummation by the CCR Parties of the transactions contemplated by, and the performance by the CCR Parties under, this Agreement and the

Companion Agreements have been duly authorized by all requisite corporate or other applicable action on the part of the CCR Parties. This Agreement has been, and upon execution and delivery the Companion Agreements will be, duly executed and delivered by the CCR Parties, and (assuming due authorization, execution and delivery by the CCBCC Parties and/or any Affiliate of the CCBCC Parties executing such Companion Agreement, if applicable) this Agreement constitutes, and upon execution and delivery the Companion Agreements will constitute, legal, valid and binding obligations of the CCR Parties (as applicable), enforceable against the CCR Parties (as applicable) in accordance with their terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.02 No Conflict. Provided that all consents, approvals, authorizations and other actions described in Section 3.03 have been obtained or taken, except as otherwise provided in this Article III and except as may result from any facts or circumstances relating to the CCBCC Parties or their Affiliates, the execution, delivery and performance by the CCR Parties (as applicable) of this Agreement and the Companion Agreements and the consummation by the CCR Parties (as applicable) of the transactions contemplated by this Agreement and the Companion Agreements do not and will not (a) violate or conflict with the Certificate of Incorporation or Bylaws or similar organizational documents of any of the CCR Parties, (b) conflict with or violate any Law or Governmental Order applicable to the CCR Parties or the CCR Transferred Assets or (c) result in any breach of, or constitute a default (or event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the CCR Transferred Assets pursuant to, any CCR Material Contract, other than, with respect to the foregoing clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a material cost or result in a material disruption to the CCR Business.

Section 3.03 Consents and Approvals. The execution and delivery by the CCR Parties (as applicable) of this Agreement and the Companion Agreements do not, and the performance by the CCR Parties (as applicable) of, and the consummation by the CCR Parties (as applicable) of the transactions contemplated by, this Agreement and the Companion Agreements will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification would not (i) prevent or delay the consummation by the CCR Parties (as applicable) of the transactions contemplated by, or the performance by the CCR Parties (as applicable) of any of their material obligations under, this Agreement and the Companion Agreements or (ii) result in any material cost to the CCR Business, (b) for customary recording of deeds, assignments of leases or similar real property instruments in the applicable public real estate records at or promptly following the Closing, (c) as may be necessary as a result of any facts or circumstances specifically relating to the CCBCC Parties or their Affiliates or (d) in connection, or in compliance with, the notification and waiting period requirements of the HSR Act, if applicable.

Section 3.04 Absence of Certain Changes or Events. Except as contemplated by this Agreement, from December 31, 2016 to the date of this Agreement, (a) the CCR Parties have conducted the CCR Business in the ordinary course of business consistent with past practices, (b) none of the CCR Parties have taken any action which, if taken after the date of this Agreement, would require the consent of the CCBCC Parties pursuant to Section 5.01(a), and (c) there has not occurred any state of facts, event, change, condition, effect, circumstance or occurrence that has had, or would reasonably be expected to have, a CCR Material Adverse Effect or that would materially impair or materially delay the ability of the CCR Parties to consummate the transactions contemplated by, or to perform their obligations under, this Agreement or the Companion Agreements.

Section 3.05 Absence of Litigation. There are no material Actions pending or, to the Knowledge of the CCR Parties, threatened against any of the CCR Parties relating to the CCR Transferred Assets or the CCR Business or that seek to, or would reasonably be expected to, materially impair or delay the ability of a CCR Party to consummate the transactions contemplated by, or to perform its obligations under, this Agreement and the Companion Agreements. During the past three (3) years, there has been no material Action instituted or threatened in writing against any of the CCR Parties relating primarily to the CCR Transferred Assets or the CCR Business.

Section 3.06 Compliance with Laws. Excluding Environmental Laws and Governmental Orders arising under Environmental Laws (which are covered solely in Section 3.11), the CCR Business is, and since December 31, 2013 has been, conducted in compliance with all applicable Laws in all material respects, and no CCR Party has been charged with, and no CCR Party has received any written notice that it is under investigation with respect to, and, to the Knowledge of the CCR Parties, no CCR Party is otherwise now under investigation with respect to, any violation of any applicable Law or other requirement of a Governmental Authority with respect to the CCR Business, the CCR Transferred Assets or the CCR Assumed Liabilities.

Section 3.07 Governmental Licenses and Permits.

(a) Excluding Environmental Permits (which are covered solely in Section 3.11), and except as has not had and would not reasonably be expected to result in material liability to the CCR Business, the CCR Parties hold all governmental qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations that are required for the operation of the CCR Transferred Assets or the CCR Business as conducted by the CCR Parties (collectively, "CCR Material Permits").

(b) Excluding Environmental Permits (which are covered solely in Section 3.11), none of the CCR Parties is in default under or violation of any of the CCR Material Permits in any material respect and, to the Knowledge of the CCR Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension or revocation of, or prevent the renewal of, any such CCR Material Permits.

Section 3.08 Assets.

(a) The CCR Transferred Assets are owned by the CCR Parties and their Affiliates free and clear of all Liens, except for Permitted Liens. The CCR Parties or their Affiliates have good and marketable title to, or a valid leasehold interest in, all of the CCR Transferred Assets.

(b) Except for the services provided under the Companion Agreements and general centralized administrative and corporate functions, as of the date hereof (i) the CCR Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCR Distribution Business collectively constitute, and as of the date immediately prior to the Closing Date the CCR Transferred Assets (as may be adjusted pursuant to Section 5.08(a)) collectively will constitute, all of the assets, properties, rights and interests necessary to operate the CCR Distribution Business in the manner operated by the CCR Parties from December 31, 2016 through the date of this Agreement and as of immediately prior to the Closing Date, respectively and (ii) the CCR Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCR Production Business collectively constitute, and as of the date immediately prior to the Closing Date the CCR Transferred Assets (as may be adjusted pursuant to Section 5.08(a)) collectively will constitute, all of the assets, properties, rights and interests necessary to operate the CCR Production Business in the manner operated by the CCR Parties from December 31, 2016 through the date of this Agreement and as of immediately prior to the Closing Date, respectively.

(c) All items of CCR Tangible Personal Property and buildings, plants, improvements and other assets included in the CCR Transferred Assets (i) are in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted, (ii) are usable in the ordinary course of business consistent with past practice and (iii) conform in all material respects to all Laws applicable thereto. Except for the CCR Subject Equipment and equipment or property held by the CCR Parties' customers, repair and service providers or others in the ordinary course of business consistent with past practices, all of the CCR Tangible Personal Property included in the CCR Transferred Assets is in the possession of the CCR Parties or their Affiliates.

(d) (i) No individual identified in the definition of "Knowledge of the CCR Parties" has received written notice that any CCR Third Party Intellectual Property, or the use of such CCR Third Party Intellectual Property in the CCR Business infringes, violates or misappropriates the Intellectual Property of any other Person; and (ii) to the Knowledge of the CCR Parties, excluding the CCR Third Party Intellectual Property, the other CCR Transferred Assets do not, and their use in the CCR Business does not, otherwise infringe, violate or misappropriate the Intellectual Property of any other Person.

Section 3.09 Inventory. The inventory of the CCR Distribution Business, as will be reflected on the CCR Final Amounts Schedule, (a) is of a quality and quantity presently usable and saleable in the ordinary course of business consistent with past practice and (b) is valued on the books and records of the CCR Parties at the lower of Cost or market on an average cost or a first in, first out basis. The inventory of the CCR Production Business, as will be reflected on the CCR Final Amounts Schedule, (x) is of a quality and quantity presently usable and saleable in the ordinary course of business consistent with past practice and (y) is valued on the books and records of the CCR Parties at the lower of Cost or market on an average cost or a first in, first out basis.

Section 3.10 Real Property.

(a) Section 3.10(a) of the CCR Disclosure Schedule lists the street address of each parcel of CCR Owned Real Property. A CCR Party or an Affiliate of the CCR Parties has good and transferable title to all of the CCR Owned Real Property free and clear of all Liens, except for Permitted Liens or Liens created by or through the CCBCC Parties or any of their Affiliates. There are no leases, licenses, or other occupancy agreements affecting the CCR Owned Real Property, nor are there any tenants or occupants of the CCR Owned Real Property with any rights thereto.

(b) Section 3.10(b) of the CCR Disclosure Schedule lists the street address of each parcel of CCR Leased Real Property and a list of all leases and occupancy agreements with respect to the CCR Leased Real Property, together with a notation as to which parcels constitute "CCR Critical Leased Property". The CCR Parties have delivered to the CCBCC Parties a true, correct and complete copy of each such lease and occupancy agreement, together with all amendments thereto. A CCR Party or an Affiliate of the CCR Parties has a valid leasehold, usufruct or similar interest in the CCR Leased Real Property, free and clear of all Liens except for Permitted Liens or Liens created by or through the CCBCC Parties or any of their Affiliates.

(c) To the Knowledge of the CCR Parties, there are no condemnation or appropriation or similar proceedings pending or threatened against any of the CCR Owned Real Property or the CCR Leased Real Property (collectively, the "CCR Real Property") or the improvements thereon.

(d) The CCR Parties have not received written notice of the actual or pending imposition of any assessment against the CCR Real Property for public improvements.

(e) The CCR Parties have not received written notice from any Person within the past three (3) years of any default or breach under any covenant, condition, restriction, right of way, easement or license affecting the CCR Real Property, or any portion thereof, that remains uncured, except where any failure to cure would not result in a material cost or disruption to the CCR Business. Any easements and rights-of-way that serve the CCR Real Property are valid and enforceable, in full force and effect and are not subject to any prior Liens (other than Permitted Liens) that could result in a forfeiture thereof, except where such invalidity, unenforceability, ineffectiveness or forfeiture would not result in a material cost or disruption to the CCR Business.

(f) All applicable permits, licenses and other evidences of compliance that are required for the occupancy, operation and use of the CCR Owned Real Property have been obtained and complied with, except where the failure to so obtain or comply would not result in any material cost to the CCR Business.

(g) The CCR Parties have not received written notice of any special assessments to be levied against the CCR Real Property for which the CCBCC Parties would be responsible.

Section 3.11 Environmental Matters. Except as set forth on Section 3.11 of the CCR Disclosure Schedule:

(a) The CCR Parties are, and have been for the past three (3) years, operating the CCR Business and the CCR Transferred Assets in compliance in all material respects with all applicable Environmental Laws and Environmental Permits. No CCR Party has received any written notice during the past three (3) years from any Governmental Authority alleging that such CCR Party is not in compliance in any material respect with any Environmental Law or Environmental Permit in connection with its operation of the CCR Business or the CCR Transferred Assets.

(b) There are no pending or, to the Knowledge of the CCR Parties, threatened Actions against any of the CCR Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCR Business or the CCR Transferred Assets. During the past three (3) years, there have been no Actions instituted or, to the Knowledge of the CCR Parties, threatened in writing against any of the CCR Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCR Business or the CCR Transferred Assets.

(c) The CCR Parties hold all material Environmental Permits that are required for the operation of the CCR Transferred Assets or the CCR Business. None of the CCR Parties is in default under or violation of any of the Environmental Permits in any material respect and, to the Knowledge of the CCR Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension of, or prevent the renewal of, any such Environmental Permits.

(d) No CCR Party, nor to the Knowledge of the CCR Parties, any other Person, has caused any Release of a Hazardous Substance at any of the CCR Real Property in excess of a reportable quantity or which requires remediation, which Release remains unresolved.

(e) None of the CCR Real Property is subject to any Lien in favor of any Governmental Authority for (i) material liability under any Environmental Laws or (ii) material costs incurred by a Governmental Authority in response to a Release or threatened Release of a Hazardous Substance.

(f) To the Knowledge of the CCR Parties, none of the CCR Real Property contains, and no CCR Party, nor, to the Knowledge of the CCR Parties, any other Person, has operated any (i) above-ground or underground storage tanks or (ii) landfills, surface impoundments or disposal areas at any of the CCR Real Property. To the Knowledge of the CCR Parties, none of the CCR Real Property contains any (x) asbestos-containing material in any friable and damaged form or condition or (y) materials or equipment containing polychlorinated biphenyls.

(g) Notwithstanding anything in this Agreement to the contrary, the only representations and warranties of the CCR Parties in this Agreement concerning environmental and human health and safety matters are set forth in this Section 3.11.

Section 3.12 Contracts.

(a) Section 3.12(a) of the CCR Disclosure Schedule sets forth a true, correct and complete list as of the date hereof of the following written contracts and the material terms and conditions of the following oral contracts which relate, in each case, primarily to, or were primarily entered into in connection with, the CCR Business, to which any CCR Party is a party, and which are CCR Assumed Contracts (the "CCR Material Contracts") (other than the insurance policies set forth on Section 3.15 of the CCR Disclosure Schedule and the CCR Employee Plans):

(i) all contracts (excluding work orders, purchase orders and credit applications submitted in the ordinary course of business) that individually involve annual payments to or from a CCR Party in excess of $25,000;

(ii) all contracts for the employment of any CCR Business Employee or with respect to the equity compensation of any CCR Business Employee, in each case, that is not terminable at-will;

(iii) all Collective Agreements;

(iv) all contracts imposing a Lien (other than a Permitted Lien) on any CCR Transferred Asset;

(v) (A) all leases relating to the CCR Leased Real Property and all other leases or licenses involving any properties or assets (whether real, personal or mixed, tangible or intangible) involving an annual commitment or payment of more than $125,000 individually by a CCR Party, and any material oral leases to which any of the CCR Parties is a party (if any) relating to the CCR Leased Real Property, and (B) all leases relating to rolling stock or material handling equipment (including forklifts);

(vi) all contracts that limit or restrict the CCR Business from engaging in any business or activity in any jurisdiction;

(vii) all contracts that contain exclusivity obligations or restrictions binding on the CCR Business such that the CCR Business is prohibited from engaging in any business or activity whether alone or with third parties, whether before or after the Closing, other than (A) any contracts or agreements with any CCR Party or any of the CCR Parties' Affiliates with respect to any Incubation Beverage (as defined in the Comprehensive Beverage Agreement) as long as such exclusivity obligations or restrictions are limited to the CCR Facilities (in the case of the CCR Production Business) or the CCR Territory (in the case of the CCR Distribution Business) or (B) any contracts or agreements with respect to third-party licensed beverage brands that will terminate prior to the Closing without survival of any such exclusivity obligation or restriction;

(viii) all contracts for capital expenditures or the acquisition or construction of fixed assets, in each case, in excess of $25,000, whether individually or in the aggregate;

(ix) all contracts granting to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCR Transferred Asset;

(x) all contracts that provide for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing or in connection with the transactions contemplated hereby;

(xi) all joint venture or partnership contracts, cooperative agreements and all other contracts providing for the sharing of any profits;

(xii) all contracts by which a CCR Party licenses the CCR Transferred Licensed Intellectual Property, other than contracts for commercially available, off-the-shelf computer software with a replacement cost or aggregate annual license and maintenance fee of less than $25,000;

(xiii) all contracts that contain any "most favored nation" (or equivalent) provision in favor of any CCR Customer;

(xiv) all contracts with a Governmental Authority other than contracts with educational institutions administered by a Governmental Authority, including all Tax incentive agreements or similar agreements with respect to the CCR Business with any Governmental Authority;

(xv) all contracts not made in the ordinary course of business that individually involve annual payments to or from a CCR Party in excess of $25,000;

(xvi) all contracts that relate to the acquisition or disposition of any business or any material amount of stock, assets or real property;

(xvii) all contracts granting a CCR Party rights to manufacture or produce any beverage or beverage product at the CCR Facilities, other than contracts regarding manufacturing or production of the beverages and beverage products described on Section 7.01(d) of the CCR Disclosure Schedule or any contract with any CCR Party or any of its Affiliates;

(xviii) all contracts granting a CCR Party rights to distribute, promote, market or sell any beverage or beverage product in the CCR Territory, other than contracts regarding distribution, promotion, marketing and sale of the beverages and beverage products described on Section 7.01(d) of the CCR Disclosure Schedule or any contract with any CCR Party or any of its Affiliates;

(xix) to the Knowledge of the CCR Parties, all written contracts with any CCR Party or any Affiliate of a CCR Party granting a CCR Party rights to (A) manufacture or produce any beverage or beverage product at the CCR Facilities, or (B) distribute, promote, market or sell any beverage or beverage product in the CCR Territory, but in each case only to the extent that such contracts will not be superseded by the Comprehensive Beverage Agreement or the Manufacturing Agreement; and

(xx) all other contracts and leases involving annual payments to or from a CCR Party in excess of $25,000 that are material to the CCR Transferred Assets or to the operation of the CCR Business.

(b) Section 3.12(b) of the CCR Disclosure Schedule sets forth a true, correct and complete (i) list as of the date hereof of all CCR Shared Contracts and (ii) list or general description as of the date hereof of any other goods or services that the CCR Business receives or provides pursuant to any national or worldwide contract or agreement that relates to both the CCR Business and the businesses retained by the CCR Parties and/or their Affiliates that will not be available to the CCBCC Parties after the Closing on substantially the same terms as available to the CCR Business prior to the Closing.

(c) Each CCR Material Contract, CCR Shared Contract and CCR Specified Non-Transferring Contract is a legal, valid and binding obligation of a CCR Party and, to the Knowledge of the CCR Parties, of each other party to such CCR Material Contract, CCR Shared Contract, or CCR Specified Non-Transferring Contract, as applicable, and each is enforceable against a CCR Party and, to the Knowledge of the CCR Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). None of the CCR Parties nor, to the Knowledge of the CCR Parties, any other party to a CCR Material Contract, CCR Shared Contract, or CCR Specified Non-Transferring Contract is in material default or material breach or has failed, or as of the Closing will have failed, as applicable, to perform any material obligation under a CCR Material Contract, CCR Shared Contract or CCR Specified Non-Transferring Contract, as applicable, and, to the Knowledge of the CCR Parties, there does not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). None of the CCR Parties has received any written notice of a proposed termination, cancellation or non-renewal with respect to any CCR Material Contract, CCR Shared Contract, or CCR Specified Non-Transferring Contract. It is understood that certain of the CCR Material Contracts, CCR Shared Contracts or CCR Specified Non-Transferring Contracts may expire by their terms between the date of this Agreement and the Closing Date, and no such expiration will be considered a breach of any of the representations set forth in this Section 3.12(c). Each CCR Material Contract that requires the consent of or notice to the other party thereto to avoid any breach, default or violation of such CCR Material Contract in connection with the transactions contemplated hereby has been identified on Section 3.12(a) of the CCR Disclosure Schedule with an asterisk.

(d) As of the Closing, each CCR Pre-Closing Material Contract will be a legal, valid and binding obligation of a CCR Party and, to the Knowledge of the CCR Parties, of each other party to such CCR Pre-Closing Material Contract, and, as of the Closing, each will be enforceable against a CCR Party and, to the Knowledge of the CCR Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and

other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). As of the Closing, none of the CCR Parties nor, to the Knowledge of the CCR Parties, any other party to a CCR Pre-Closing Material Contract will be in material default or material breach or will have failed to perform any material obligation under a CCR Pre-Closing Material Contract and, to the Knowledge of the CCR Parties, as of the Closing, there will not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). As of the Closing, none of the CCR Parties will have received any written notice of a proposed termination, cancellation or non-renewal with respect to any CCR Pre-Closing Material Contract.

(e) The CCR Parties have provided the CCBCC Parties with true, correct and complete copies of all CCR Material Contracts and all portions of any CCR Shared Contracts or CCR Specified Non-Transferring Contracts that relate to the CCR Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCR Business) and all written modifications, amendments and supplements thereto and written waivers thereof, in each case, as of the date hereof. To the extent that, between the date hereof and the Closing, the CCR Parties locate any contracts which would have been required to be disclosed in response to Section 3.12(a)(xix) if the CCR Parties had Knowledge of such contracts on the date hereof, then the CCR Parties will promptly provide true, correct and complete copies of any such contracts to the CCBCC Parties.

Section 3.13 Employment Matters.

(a) The CCR Parties have provided to the CCBCC Parties a complete and accurate list of the following information as of the date of this Agreement for each CCR Business Employee: employer; job title; location; date of hiring; date of commencement of employment; and current compensation paid or payable. At least thirty (30) days prior to the Closing, the CCR Parties will provide to the CCBCC Parties the following information as of immediately prior to the Closing (to the extent that such information can be generated at least thirty (30) days prior to the Closing and as early prior to the Closing as reasonably practicable to the extent such information cannot be generated at least thirty (30) days prior to the Closing) for each CCR Business Employee: service credit for purposes of vesting and eligibility to participate under any CCR Employee Plan (including any vacation or other paid time off policy of the CCR Parties). The parties agree and acknowledge that, due to the timing of the deliveries contemplated by the preceding sentence, and as a result of ordinary course personnel turnover, certain individuals who are identified as CCR Business Employees in connection with the deliveries contemplated by the preceding sentence may not be CCR Business Employees at the Closing, and certain individuals who are not identified as CCR Business Employees in connection with the deliveries contemplated by the preceding sentence may be CCR Business Employees at the Closing, and in no event will any resulting inaccuracies in any information delivered pursuant to this Section 3.13(a) be considered a breach of any provision of this Agreement. Further, within ten (10) Business Days following the Closing, the CCR Parties will provide to the CCBCC Parties, for each CCR Business Employee, data relating to the amount of sick and vacation leave that is accrued but unused as of the Closing.

(b) Except as set forth on Section 3.13(b) of the CCR Disclosure Schedule, (i) none of the CCR Business Employees is, or during the past two (2) years has been, represented by a union, labor organization or group (collectively, a "Union") that was either voluntarily recognized or certified by any labor relations board; (ii) none of the CCR Business Employees is, or during the past two (2) years has been, a signatory to or bound by a Collective Agreement with any Union; (iii) to the Knowledge of the CCR Parties, there are no currently filed petitions for representation with respect to the formation of a collective bargaining unit involving any of the CCR Business Employees and no such petitions for representation have been filed or, to the Knowledge of the CCR Parties, threatened in the past two (2) years; (iv) there is no unfair labor practice or labor arbitration proceeding brought by or on behalf of any of the CCR Business Employees pending or, to the Knowledge of the CCR Parties, threatened against the CCR Parties and no such proceeding has been initiated or, to the Knowledge of the CCR Parties, threatened in the past two (2) years; and (v) no labor dispute, walk out, strike, slowdown, hand billing, picketing, or work stoppage involving the CCR Business Employees has occurred, is in progress or, to the Knowledge of the CCR Parties, has been threatened in the past two (2) years.

Section 3.14 Employee Benefits Matters.

(a) Except as required by applicable Laws, the terms of a CCR Employee Plan or the terms of the Employee Matters Agreement, there exists no obligation to make or provide any acceleration, vesting, increase in benefits, severance or termination payment to any CCR Business Employee as a result of the transactions contemplated by this Agreement.

(b) Each employee health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe-benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by any CCR Party for the CCR Business Employees, other than plans established pursuant to statute, is listed on Section 3.14(b) of the CCR Disclosure Schedule (the "CCR Employee Plans"). With respect to the CCR Employee Plans, the CCR Parties have provided the CCBCC Parties with (i) where the CCR Employee Plan has not been reduced to writing, a summary of all material terms of such plan and (ii) where the CCR Employee Plan has been reduced to writing, a summary plan description of such CCR Employee Plan.

(c) No asset of any CCR Party is subject to any Lien under ERISA associated with any CCR Employee Plan, and no liability under Title IV or Section 302 of ERISA has been incurred by any CCR Party or any ERISA Affiliate for which the CCBCC Parties could be liable as a result of the transactions contemplated by this Agreement.

(d) Each CCR Employee Plan intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified and is the subject of a favorable determination or opinion letter issued by the IRS as to its qualified status under the Code or an application for such letter was timely filed within the applicable remedial amendment period and is pending, and, to the Knowledge of the CCR Parties, no circumstances have occurred that would reasonably be expected to adversely affect the tax qualified status of any such CCR Employee Plan.

(e) The CCR Parties have complied in all material respects with the requirements of Section 4980B of the Code and Sections 601-608 of ERISA applicable to any CCR Employee Plan that is a "group health plan" (within the meaning of Section 607(1) of ERISA).

Section 3.15 Insurance. Section 3.15 of the CCR Disclosure Schedule sets forth a list of all material policies of insurance (currently carried or held within the last three (3) years) owned or held by the CCR Parties primarily for the benefit of the CCR Business or the CCR Transferred Assets. The CCR Parties maintain insurance with reputable insurers for the CCR Business and the CCR Transferred Assets consistent with past practices and in types and amounts that are reasonable. No notice of cancellation or termination or disallowance of any claim thereunder has been received with respect to any such policy as of the date hereof, all insurance policies and bonds with respect to the CCR Business and the CCR Transferred Assets are in full force and effect and will remain in full force and effect up to and including the time of the Closing (other than those that have been retired or expired in the ordinary course of business consistent with past practice) and all premiums thereon have been timely paid.

Section 3.16 Product Recalls.

(a) During the past three (3) years, there has not been, nor is there currently ongoing by any CCR Party or any Affiliate of a CCR Party, or to the Knowledge of the CCR Parties, any Governmental Authority, any recall or post-sale warning in respect of any product of the CCR Business, except for recalls that have been reported to the U.S. Food and Drug Administration (the "US FDA") and have been completed in accordance with the US FDA's requirements. During the past three (3) years, none of the CCR Parties or their Affiliates has received written notice of any material Action involving any product designed, manufactured, distributed or sold by or on behalf of the CCR Business resulting from an alleged defect in design or manufacture, any alleged hazard or impurity, or any alleged failure to warn, or from any alleged breach of implied warranties or representations, or any alleged noncompliance with any Laws, other than immaterial notices or claims that have been settled or resolved by the CCR Parties prior to the date of this Agreement.

(b) None of the products designed, manufactured, distributed or sold by or on behalf of the CCR Business have been adulterated or misbranded by the CCR Parties or their Affiliates within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the "FDC Act"), or the rules or regulations issued thereunder or any comparable state law, rule or regulation in a manner that had a CCR Material Adverse Effect or are articles that may not be introduced into interstate commerce under the provisions of Sections 404 or 505 of the FDC Act. No CCR Party or Affiliate of any CCR Party has, at any time during the past three (3) years, (i) received any written notice from the US FDA or from comparable state governmental or regulatory body of any material violation of the FDC Act or of comparable state laws, rules or regulations regarding any products sold by the CCR Business, (ii) been the subject of any governmental or regulatory enforcement action or, to the Knowledge of the CCR Parties, investigation action under the FDC Act, the rules and regulations thereunder or comparable state laws, rules or regulations with respect to any products sold by the CCR Business or (iii) undertaken any recall of products of the CCR Business that may have been adulterated, misbranded or otherwise made in violation of the FDC Act or the rules and regulations thereunder or comparable state laws, rules or regulations, except for recalls that have been reported to the US FDA and have been completed in accordance with US FDA's requirements.

Section 3.17 Transactions with Affiliates. (a) No officer or director of any CCR Party, nor (b) any Person with whom any such officer or director has any direct or indirect relation by blood, marriage or adoption, or any entity in which any such person, owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than five percent (5%) of the stock of which is beneficially owned by all such persons in the aggregate), nor (c) any Affiliate of any of the foregoing or any current or former Affiliate of any CCR Party has any interest in any contract, arrangement or understanding with, or relating to, the CCR Business, the CCR Transferred Assets or the CCR Assumed Liabilities.

Section 3.18 Undisclosed Payments. No CCR Party nor the officers or directors of any CCR Party, nor anyone acting on behalf of any of them, has made or received any payments not correctly categorized and fully disclosed in the books and records of the CCR Business in connection with or in any way relating to or affecting the CCR Transferred Assets or the CCR Business.

Section 3.19 Customer and Supplier Relations.

(a) Section 3.19(a) of the CCR Disclosure Schedule contains a true, correct and complete list of the names and addresses of the CCR Customers and the CCR Suppliers of the CCR Distribution Business, and the amount of sales to or purchases from each such CCR Customer or CCR Supplier of the CCR Distribution Business, as applicable, during the twelve (12) month period ended on the date hereof. Except as set forth on Section 3.19(a) of the CCR Disclosure Schedule, no CCR Customer nor any CCR Supplier of the CCR Distribution Business has during the last twelve (12) months cancelled, terminated or, to the Knowledge of the CCR Parties, made any written threat to cancel or otherwise terminate any of its contracts with the CCR Distribution Business or to materially decrease its usage or supply of the CCR Distribution Business' services or products. Except as set forth on Section 3.19(a) of the CCR Disclosure Schedule, to the Knowledge of the CCR Parties, no CCR Customer or CCR Supplier of the CCR Distribution Business may terminate or materially alter its business relations with the CCR Distribution Business, either as a result of the transactions contemplated hereby or otherwise.

(b) Section 3.19(b) of the CCR Disclosure Schedule contains a true, correct and complete list of the names and addresses of the CCR Customers and the CCR Suppliers of the CCR Production Business, and the amount of sales to or purchases from each such CCR Customer or CCR Supplier of the CCR Production Business, as applicable, during the twelve (12) month period ended on the date hereof. Except as set forth on Section 3.19(b) of the CCR Disclosure Schedule, no CCR Customer nor any CCR Supplier of the CCR Production Business has during the last twelve (12) months cancelled, terminated or, to the Knowledge of the CCR Parties, made any written threat to cancel or otherwise terminate any of its contracts with the CCR Production Business or to materially decrease its usage or supply of the CCR Production Business' services or products. Except as set forth on Section 3.19(b) of the CCR Disclosure Schedule, to the Knowledge of the CCR Parties, no CCR Customer or CCR Supplier of the CCR Production Business may terminate or materially alter its business relations with the CCR Production Business, either as a result of the transactions contemplated hereby or otherwise.

Section 3.20 CCR Financial Information.

(a) The data set forth on Section 3.20(a) of the CCR Disclosure Schedule consists of components of (i) the unaudited balance sheet of the CCR Distribution Business as of December 31, 2016, (ii) the unaudited statement of income for the CCR Distribution Business for the year then ended (collectively, the "CCR 2016 Distribution Data"), (iii) the unaudited balance sheet of the CCR Production Business as of December 31, 2016, and (iv) the unaudited statement of income for the CCR Production Business for the year then ended (collectively, the "CCR 2016 Production Data"). Each of the CCR 2016 Distribution Data and the CCR 2016 Production Data: (A) was prepared from the books and records of the CCR Parties and their Affiliates, which books and records are complete, in all material respects, to the extent consistent with the operating models and methodologies discussed with and reviewed by the CCBCC Parties; (B) was derived from components of the audited, consolidated financial statements of TCCC for the same period (which reflect the consolidation of the subsidiaries of TCCC, including the CCR Parties), which were prepared in accordance with United States generally accepted accounting principles, consistently applied; (C) reflects reasonable assumptions and allocations of the CCR Parties' and their Affiliates' respective businesses in North America made by the CCR Parties in good faith after discussion with, and review by, the CCBCC Parties; and (D) to the Knowledge of the CCR Parties, accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the CCR Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCR Disclosure Schedule, the costs and activities incurred or necessary to operate the CCR Distribution Business or the CCR Production Business, as applicable, in a manner consistent with the CCR Parties' established policies, procedures and practices, and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the CCR Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCR Disclosure Schedule, the financial condition and results of the operations of the CCR Distribution Business or the CCR Production Business, as applicable, subject, in the case of subsections (C) and (D), to certain agreed upon adjustments that are reflected in the CCR 2016 Distribution Data or the CCR 2016 Production Data, as applicable.

(b) Section 3.20(b)(i) of the CCR Disclosure Schedule describes certain financial and other information used by the CCR Parties to derive the CCR 2016 Distribution Data (collectively, the "CCR 2016 Additional Distribution Financial Information") and Section 3.20(b)(ii) of the CCR Disclosure Schedule describes certain financial and other information used by the CCR Parties to derive the CCR 2016 Production Data (collectively, the "CCR 2016 Additional Production Financial Information"). Each of the CCR 2016 Additional Distribution Financial Information and the CCR 2016 Additional Production Financial Information is unaudited, has been prepared from the books and records of the CCR Parties' and their Affiliates' respective businesses in North America and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods indicated, and subject to the assumptions set forth therein (including the allocations of manufacturing variances), the results of the operations of the CCR Distribution Business or the CCR Production Business, as applicable, from a gross profit perspective.

(c) To the Knowledge of the CCR Parties, the CCR 2016 Distribution Data and the CCR 2016 Production Data, as applicable, accurately reflect, in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein and subject to the reasonable assumptions and allocations of the CCR Parties' and their Affiliates respective businesses in North America made by the CCR Parties in good faith after discussion with, and review by, the CCBCC Parties, the liabilities of the CCR Distribution Business or the CCR Production Business, as applicable, that are of the kind or type that would customarily be reflected or reserved against in a business entity's balance sheet.

(d) The CCR Parties make no representation or warranty that the CCR 2016 Distribution Data, the CCR 2016 Production Data, the CCR 2016 Additional Distribution Financial Information, and the CCR 2016 Additional Production Financial Information have been prepared in conformity with accounting principles and practices generally accepted in the United States of America, as amended from time to time, or any other generally accepted accounting principles.

Section 3.21 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from the CCR Parties or their Affiliates in connection with the transfer of the CCR Transferred Assets based upon arrangements made by or on behalf of the CCR Parties or their Affiliates.

Section 3.22 Tax Matters. During the past three (3) years, the CCR Parties have timely filed, or caused to be filed, all material Tax Returns required to be filed solely with respect to the CCR Business or the CCR Transferred Assets. All such Tax Returns are true, correct and complete in all material respects. The CCR Parties have timely paid or caused to be paid all material Taxes due in connection with such Tax Returns or which are otherwise payable by the CCR Parties with respect to the CCR Business or the CCR Transferred Assets. During the past three (3) years, no written claim has been made by any Governmental Authority in a jurisdiction where a Tax Return has not been filed with respect to the CCR Business or the CCR Transferred Assets that a material Tax is due in such jurisdiction. No material federal, state, local or foreign Tax audits or other proceedings (whether administrative or judicial) are presently in progress or pending, or to Knowledge of the CCR Parties, threatened, with respect to any Taxes on the CCR Business or the CCR Transferred Assets, or Tax Returns of the CCR Parties with respect to the CCR Business or the CCR Transferred Assets. During the past three (3) years, all Taxes that the CCR Parties were required by Law to withhold or collect with respect to the CCR Business or the CCR Transferred Assets in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid over to the proper authorities to the extent due and payable, excluding, for the avoidance of doubt, any Taxes related to the transactions contemplated by this Agreement.

Section 3.23 Financial Ability. The CCR Parties will have at the Closing the financial ability to consummate the transactions contemplated by this Agreement, and it shall not be a condition to the obligations of the CCR Parties to consummate the transactions contemplated hereby that the CCR Parties have sufficient funds for payment of the Additional Consideration, if payable by the CCR Parties.

Section 3.24 Monster Energy Company Consent. By that certain Amended and Restated Distribution Coordination Agreement between MEC and TCCC dated June 12, 2015, the CCR Parties have obtained the prior consent of MEC to transfer to the CCBCC Parties the CCR Parties' rights to distribute Monster brand beverages in the CCR Territory (to the extent currently distributed by the CCR Parties in the CCR Territory).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE CCBCC PARTIES

Except as provided in the CCBCC Disclosure Schedule delivered by the CCBCC Parties to the CCR Parties on the date of this Agreement (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such CCBCC Disclosure Schedule relates; provided, that any disclosure with respect to a Section or schedule of this Agreement shall be deemed to be disclosed for other Sections and schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or schedules would be reasonably apparent to a reader of such disclosure), the CCBCC Parties jointly and severally represent and warrant to the CCR Parties as follows:

Section 4.01 Incorporation, Qualification and Authority of the CCBCC Parties. Each of the CCBCC Parties is a corporation or other organization duly incorporated or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation or organization and has all necessary corporate power to enter into, consummate the transactions contemplated by and carry out its obligations under this Agreement and the Companion Agreements. Each of the CCBCC Parties has the corporate or other applicable power and authority to operate its business with respect to the CCBCC Transferred Assets as now conducted and is duly qualified as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification material to the CCBCC Transferred Assets, except for jurisdictions where the failure to be so qualified or in good standing has not or would not reasonably be expected to adversely affect either the CCBCC Business in any material respect or such CCBCC Party's ability to consummate the transactions contemplated by this Agreement. The execution and delivery by the CCBCC Parties of this Agreement and the Companion Agreements and the consummation by the CCBCC Parties of the transactions contemplated by, and the performance by the CCBCC Parties under, this Agreement and the Companion Agreements have been duly authorized by all requisite corporate or other applicable action on the part of the CCBCC Parties. This Agreement has been, and upon execution and delivery the Companion Agreements will be, duly executed and delivered by the CCBCC Parties, and (assuming due authorization, execution and delivery by the CCR Parties and/or any Affiliate of the CCR Parties executing such Companion Agreement, if applicable) this Agreement constitutes, and upon execution and delivery the Companion Agreements will constitute, legal, valid and binding obligations of the CCBCC Parties (as applicable), enforceable against the CCBCC Parties (as applicable) in accordance

with their terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.02 No Conflict. Provided that all consents, approvals, authorizations and other actions described in Section 4.03 have been obtained or taken, except as otherwise provided in this Article IV and except as may result from any facts or circumstances relating to the CCR Parties or their Affiliates, the execution, delivery and performance by the CCBCC Parties (as applicable) of this Agreement and the Companion Agreements and the consummation by the CCBCC Parties (as applicable) of the transactions contemplated by this Agreement and the Companion Agreements do not and will not (a) violate or conflict with the Certificate of Incorporation or Bylaws or similar organizational documents of any of the CCBCC Parties, (b) conflict with or violate any Law or Governmental Order applicable to the CCBCC Parties or the CCBCC Transferred Assets or (c) result in any breach of, or constitute a default (or event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the CCBCC Transferred Assets pursuant to, any CCBCC Material Contract, other than, with respect to the foregoing clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a material cost or result in a material disruption to the CCBCC Business.

Section 4.03 Consents and Approvals. The execution and delivery by the CCBCC Parties (as applicable) of this Agreement and the Companion Agreements do not, and the performance by the CCBCC Parties (as applicable) of, and the consummation by the CCBCC Parties (as applicable) of the transactions contemplated by, this Agreement and the Companion Agreements will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification would not (i) prevent or delay the consummation by the CCBCC Parties (as applicable) of the transactions contemplated by, or the performance by the CCBCC Parties (as applicable) of any of their material obligations under, this Agreement and the Companion Agreements or (ii) result in any material cost to the CCBCC Business, (b) for customary recording of deeds, assignments of leases or similar real property instruments in the applicable public real estate records at or promptly following the Closing, (c) as may be necessary as a result of any facts or circumstances specifically relating to the CCR Parties or their Affiliates or (d) in connection, or in compliance with, the notification and waiting period requirements of the HSR Act, if applicable.

Section 4.04 Absence of Certain Changes or Events. Except as contemplated by this Agreement, from December 31, 2016 to the date of this Agreement, (a) the CCBCC Parties have conducted the CCBCC Business in the ordinary course of business consistent with past practices, (b) none of the CCBCC Parties have taken any action which, if taken after the date of this Agreement, would require the consent of the CCR Parties pursuant to Section 5.01(b), and (c) there has not occurred any state of facts, event, change, condition, effect, circumstance or occurrence that has had, or would reasonably be expected to have, a CCBCC Material Adverse Effect or that would materially impair or materially delay the ability of the CCBCC Parties to consummate the transactions contemplated by, or to perform their obligations under, this Agreement or the Companion Agreements.

Section 4.05 Absence of Litigation. There are no material Actions pending or, to the Knowledge of the CCBCC Parties, threatened against any of the CCBCC Parties relating to the CCBCC Transferred Assets or the CCBCC Business or that seek to, or would reasonably be expected to, materially impair or delay the ability of a CCBCC Party to consummate the transactions contemplated by, or to perform its obligations under, this Agreement and the Companion Agreements. During the past three (3) years, there has been no material Action instituted or threatened in writing against any of the CCBCC Parties relating primarily to the CCBCC Transferred Assets or the CCBCC Business.

Section 4.06 Compliance with Laws. Excluding Environmental Laws and Governmental Orders arising under Environmental Laws (which are covered solely in Section 4.11), the CCBCC Business is, and since December 31, 2013 has been, conducted in compliance with all applicable Laws in all material respects, and no CCBCC Party has been charged with, and no CCBCC Party has received any written notice that it is under investigation with respect to, and, to the Knowledge of the CCBCC Parties, no CCBCC Party is otherwise now under investigation with respect to, any violation of any applicable Law or other requirement of a Governmental Authority with respect to the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities.

Section 4.07 Governmental Licenses and Permits.

(a) Excluding Environmental Permits (which are covered solely in Section 4.11), and except as has not had and would not reasonably be expected to result in material liability to the CCBCC Business, the CCBCC Parties hold all governmental qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations that are required for the operation of the CCBCC Transferred Assets or the CCBCC Business as conducted by the CCBCC Parties (collectively, "CCBCC Material Permits").

(b) Excluding Environmental Permits (which are covered solely in Section 4.11), none of the CCBCC Parties is in default under or violation of any of the CCBCC Material Permits in any material respect and, to the Knowledge of the CCBCC Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension or revocation of, or prevent the renewal of, any such CCBCC Material Permits.

Section 4.08 Assets.

(a) The CCBCC Transferred Assets are owned by the CCBCC Parties and their Affiliates free and clear of all Liens, except for Permitted Liens. The CCBCC Parties or their Affiliates have good and marketable title to, or a valid leasehold interest in, all of the CCBCC Transferred Assets.

(b) Except for the services provided under the Companion Agreements and general centralized administrative and corporate functions, as of the date hereof (i) the CCBCC Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Distribution Business collectively constitute, and as of the date immediately prior to the Closing Date the CCBCC Transferred Assets (as may be adjusted pursuant to Section

5.08(b)) collectively will constitute, all of the assets, properties, rights and interests necessary to operate the CCBCC Distribution Business in the manner operated by the CCBCC Parties from December 31, 2016 through the date of this Agreement and as of immediately prior to the Closing Date, respectively and (ii) the CCBCC Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Production Business collectively constitute, and as of the date immediately prior to the Closing Date the CCBCC Transferred Assets (as may be adjusted pursuant to Section 5.08(b)) collectively will constitute, all of the assets, properties, rights and interests necessary to operate the CCBCC Production Business in the manner operated by the CCBCC Parties from December 31, 2016 through the date of this Agreement and as of immediately prior to the Closing Date, respectively.

(c) All items of CCBCC Tangible Personal Property and buildings, plants, improvements and other assets included in the CCBCC Transferred Assets (i) are in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted, (ii) are usable in the ordinary course of business consistent with past practice and (iii) conform in all material respects to all Laws applicable thereto. Except for the CCBCC Subject Equipment and equipment or property held by the CCBCC Parties' customers, repair and service providers or others in the ordinary course of business consistent with past practices, all of the CCBCC Tangible Personal Property included in the CCBCC Transferred Assets is in the possession of the CCBCC Parties or their Affiliates.

(d) (i) No individual identified in the definition of "Knowledge of the CCBCC Parties" has received written notice that any CCBCC Third Party Intellectual Property, or the use of such CCBCC Third Party Intellectual Property in the CCBCC Business infringes, violates or misappropriates the Intellectual Property of any other Person; and (ii) to the Knowledge of the CCBCC Parties, excluding the CCBCC Third Party Intellectual Property, the other CCBCC Transferred Assets do not, and their use in the CCBCC Business does not, otherwise infringe, violate or misappropriate the Intellectual Property of any other Person.

Section 4.09 Inventory. The inventory of the CCBCC Distribution Business, as will be reflected on the CCBCC Final Amounts Schedule, (a) is of a quality and quantity presently usable and saleable in the ordinary course of business consistent with past practice and (b) is valued on the books and records of the CCBCC Parties at the lower of Cost or market on an average cost or a first in, first out basis. The inventory of the CCBCC Production Business, as will be reflected on the CCBCC Final Amounts Schedule, (x) is of a quality and quantity presently usable and saleable in the ordinary course of business consistent with past practice and (y) is valued on the books and records of the CCBCC Parties at the lower of Cost or market on an average cost or a first in, first out basis.

Section 4.10 Real Property.

(a) Section 4.10(a) of the CCBCC Disclosure Schedule lists the street address of each parcel of CCBCC Owned Real Property. A CCBCC Party or an Affiliate of the CCBCC Parties has good and transferable title to all of the CCBCC Owned Real Property free and clear of all Liens, except for Permitted Liens or Liens created by or through the CCR Parties, their designees or any of their respective Affiliates. There are no leases, licenses, or other occupancy agreements affecting the CCBCC Owned Real Property, nor are there any tenants or occupants of the CCBCC Owned Real Property with any rights thereto.

(b) Section 4.10(b) of the CCBCC Disclosure Schedule lists the street address of each parcel of CCBCC Leased Real Property and a list of all leases and occupancy agreements with respect to the CCBCC Leased Real Property, together with a notation as to which parcels constitute "CCBCC Critical Leased Property". The CCBCC Parties have delivered to the CCR Parties a true, correct and complete copy of each such lease and occupancy agreement, together with all amendments thereto. A CCBCC Party or an Affiliate of the CCBCC Parties has a valid leasehold, usufruct or similar interest in the CCBCC Leased Real Property, free and clear of all Liens except for Permitted Liens or Liens created by or through the CCR Parties or any of their Affiliates.

(c) To the Knowledge of the CCBCC Parties, there are no condemnation or appropriation or similar proceedings pending or threatened against any of the CCBCC Owned Real Property or the CCBCC Leased Real Property (collectively, the "CCBCC Real Property") or the improvements thereon.

(d) The CCBCC Parties have not received written notice of the actual or pending imposition of any assessment against the CCBCC Real Property for public improvements.

(e) The CCBCC Parties have not received written notice from any Person within the past three (3) years of any default or breach under any covenant, condition, restriction, right of way, easement or license affecting the CCBCC Real Property, or any portion thereof, that remains uncured, except where any failure to cure would not result in a material cost or disruption to the CCBCC Business. Any easements and rights-of-way that serve the CCBCC Real Property are valid and enforceable, in full force and effect and are not subject to any prior Liens (other than Permitted Liens) that could result in a forfeiture thereof, except where such invalidity, unenforceability, ineffectiveness or forfeiture would not result in a material cost or disruption to the CCBCC Business.

(f) All applicable permits, licenses and other evidences of compliance that are required for the occupancy, operation and use of the CCBCC Owned Real Property have been obtained and complied with, except where the failure to so obtain or comply would not result in any material cost to the CCBCC Business.

(g) The CCBCC Parties have not received written notice of any special assessments to be levied against the CCBCC Real Property for which the CCR Parties would be responsible.

Section 4.11 Environmental Matters. Except as set forth on Section 4.11 of the CCBCC Disclosure Schedule:

(a) The CCBCC Parties are, and have been for the past three (3) years, operating the CCBCC Business and the CCBCC Transferred Assets in compliance in all material respects with all applicable Environmental Laws and Environmental Permits. No CCBCC Party has received any written notice during the past three (3) years from any Governmental Authority alleging that such CCBCC Party is not in compliance in any material respect with any Environmental Law or Environmental Permit in connection with its operation of the CCBCC Business or the CCBCC Transferred Assets.

(b) There are no pending or, to the Knowledge of the CCBCC Parties, threatened Actions against any of the CCBCC Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCBCC Business or the CCBCC Transferred Assets. During the past three (3) years, there have been no Actions instituted or, to the Knowledge of the CCBCC Parties, threatened in writing against any of the CCBCC Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCBCC Business or the CCBCC Transferred Assets.

(c) The CCBCC Parties hold all material Environmental Permits that are required for the operation of the CCBCC Transferred Assets or the CCBCC Business. None of the CCBCC Parties is in default under or violation of any of the Environmental Permits in any material respect and, to the Knowledge of the CCBCC Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension of, or prevent the renewal of, any such Environmental Permits.

(d) No CCBCC Party, nor to the Knowledge of the CCBCC Parties, any other Person, has caused any Release of a Hazardous Substance at any of the CCBCC Real Property in excess of a reportable quantity or which requires remediation, which Release remains unresolved.

(e) None of the CCBCC Real Property is subject to any Lien in favor of any Governmental Authority for (i) material liability under any Environmental Laws or (ii) material costs incurred by a Governmental Authority in response to a Release or threatened Release of a Hazardous Substance.

(f) To the Knowledge of the CCBCC Parties, none of the CCBCC Real Property contains, and no CCBCC Party, nor, to the Knowledge of the CCBCC Parties, any other Person, has operated any (i) above-ground or underground storage tanks or (ii) landfills, surface impoundments or disposal areas at any of the CCBCC Real Property. To the Knowledge of the CCBCC Parties, none of the CCBCC Real Property contains any (x) asbestos-containing material in any friable and damaged form or condition or (y) materials or equipment containing polychlorinated biphenyls.

(g) Notwithstanding anything in this Agreement to the contrary, the only representations and warranties of the CCBCC Parties in this Agreement concerning environmental and human health and safety matters are set forth in this Section 4.11.

Section 4.12 Contracts.

(a) Section 4.12(a) of the CCBCC Disclosure Schedule sets forth a true, correct and complete list as of the date hereof of the following written contracts and the material terms and conditions of the following oral contracts, which relate, in each case, primarily to, or were primarily entered into in connection with, the CCBCC Business, to which any CCBCC Party is a party, and which, other than the Collective Agreements listed in Section 4.12(a)(iii), are CCBCC Assumed Contracts (the "CCBCC Material Contracts") (other than the insurance policies set forth on Section 4.15 of the CCBCC Disclosure Schedule and the CCBCC Employee Plans):

(i) all contracts (excluding work orders, purchase orders and credit applications submitted in the ordinary course of business) that individually involve annual payments to or from a CCBCC Party in excess of $25,000;

(ii) all contracts for the employment of any CCBCC Business Employee or with respect to the equity compensation of any CCBCC Business Employee, in each case, that is not terminable at-will;

(iii) all Collective Agreements;

(iv) all contracts imposing a Lien (other than a Permitted Lien) on any CCBCC Transferred Asset;

(v) (A) all leases relating to the CCBCC Leased Real Property and all other leases or licenses involving any properties or assets (whether real, personal or mixed, tangible or intangible) involving an annual commitment or payment of more than $125,000 individually by a CCBCC Party, and any material oral leases to which any of the CCBCC Parties is a party (if any) relating to the CCBCC Leased Real Property, and (B) all leases relating to rolling stock or material handling equipment (including forklifts);

(vi) all contracts that limit or restrict the CCBCC Business from engaging in any business or activity in any jurisdiction;

(vii) all contracts that contain exclusivity obligations or restrictions binding on the CCBCC Business such that the CCBCC Business is prohibited from engaging in any business or activity whether alone or with third parties, whether before or after the Closing, other than (A) any contracts or agreements with respect to Incubation Beverages with any CCR Party or any of the CCR Parties' Affiliates as long as such exclusivity obligations or restrictions are limited to the CCBCC Facility (in the case of the CCBCC Production Business) or the CCBCC Territory (in the case of the CCBCC Distribution Business) or (B) any contracts or agreements with respect to third-party licensed beverage brands that will terminate prior to the Closing without survival of any such exclusivity obligation or restriction;

(viii) all contracts for capital expenditures or the acquisition or construction of fixed assets, in each case, in excess of $25,000, whether individually or in the aggregate;

(ix) all contracts granting to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCBCC Transferred Asset;

(x) all contracts that provide for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing or in connection with the transactions contemplated hereby;

(xi) all joint venture or partnership contracts, cooperative agreements and all other contracts providing for the sharing of any profits;

(xii) all contracts by which a CCBCC Party licenses the CCBCC Transferred Licensed Intellectual Property, other than contracts for commercially available, off-the-shelf computer software with a replacement cost or aggregate annual license and maintenance fee of less than $25,000;

(xiii) all contracts that contain any "most favored nation" (or equivalent) provision in favor of any CCBCC Customer;

(xiv) all contracts with a Governmental Authority other than contracts with educational institutions administered by a Governmental Authority, including all Tax incentive agreements or similar agreements with respect to the CCBCC Business with any Governmental Authority;

(xv) all contracts not made in the ordinary course of business that individually involve annual payments to or from a CCBCC Party in excess of $25,000;

(xvi) all contracts that relate to the acquisition or disposition of any business or any material amount of stock, assets or real property;

(xvii) all contracts granting a CCBCC Party rights to manufacture or produce any beverage or beverage product at the CCBCC Facility, other than contracts regarding manufacturing or production of the beverages and beverage products described on Section 7.01(e) of the CCBCC Disclosure Schedule, the Manufacturing Agreement, or any contract with any CCBCC Party or any of its Affiliates;

(xviii) all contracts granting a CCBCC Party rights to distribute, promote, market or sell any beverage or beverage product in the CCBCC Territory, other than contracts regarding distribution, promotion, marketing and sale of the beverages and beverage products described on Section 7.01(e) of the CCBCC Disclosure Schedule, the Comprehensive Beverage Agreement, or any contract with any CCBCC Party or any of its Affiliates;

(xix) to the Knowledge of the CCBCC Parties, all written contracts with any CCBCC Party or any Affiliate of a CCBCC Party granting a CCBCC Party rights to (A) manufacture or produce any beverage or beverage product at the CCBCC Facilities, or (B) distribute, promote, market or sell any beverage or beverage product in the CCBCC Territory; and

(xx) all other contracts and leases involving annual payments to or from a CCBCC Party in excess of $25,000 that are material to the CCBCC Transferred Assets or to the operation of the CCBCC Business.

(b) Section 4.12(b) of the CCBCC Disclosure Schedule sets forth a true, correct and complete (i) list as of the date hereof of all CCBCC Shared Contracts and (ii) list or general description as of the date hereof of any other goods or services that the CCBCC Business receives or provides pursuant to any national or worldwide contract or agreement that relates to both the CCBCC Business and the businesses retained by the CCBCC Parties and/or their Affiliates that will not be available to the CCR Parties after the Closing on substantially the same terms as available to the CCBCC Business prior to the Closing.

(c) Each CCBCC Material Contract, CCBCC Shared Contract and CCBCC Specified Non-Transferring Contract is a legal, valid and binding obligation of a CCBCC Party and, to the Knowledge of the CCBCC Parties, of each other party to such CCBCC Material Contract, CCBCC Shared Contract, or CCBCC Specified Non-Transferring Contract, as applicable, and each is enforceable against a CCBCC Party and, to the Knowledge of the CCBCC Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). None of the CCBCC Parties nor, to the Knowledge of the CCBCC Parties, any other party to a CCBCC Material Contract, CCBCC Shared Contract, or CCBCC Specified Non-Transferring Contract is in material default or material breach or has failed, or as of the Closing will have failed, as applicable, to perform any material obligation under a CCBCC Material Contract, CCBCC Shared Contract or CCBCC Specified Non-Transferring Contract, as applicable, and, to the Knowledge of the CCBCC Parties, there does not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). None of the CCBCC Parties has received any written notice of a proposed termination, cancellation or non-renewal with respect to any CCBCC Material Contract, CCBCC Shared Contract, or CCBCC Specified Non-Transferring Contract. It is understood that certain of the CCBCC Material Contracts, CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts may expire by their terms between the date of this Agreement and the Closing Date, and no such expiration will be considered a breach of any of the representations set forth in this Section 4.12(c). Each CCBCC Material Contract that requires the consent of or notice to the other party thereto to avoid any breach, default or violation of such CCBCC Material Contract in connection with the transactions contemplated hereby has been identified on Section 4.12(a) of the CCBCC Disclosure Schedule with an asterisk.

(d) As of the Closing, each CCBCC Pre-Closing Material Contract will be a legal, valid and binding obligation of a CCBCC Party and, to the Knowledge of the CCBCC Parties, of each other party to such CCBCC Pre-Closing Material Contract, and, as of the Closing, each will be enforceable against a CCBCC Party and, to the Knowledge of the CCBCC Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). As of the Closing, none of the

CCBCC Parties nor, to the Knowledge of the CCBCC Parties, any other party to a CCBCC Pre-Closing Material Contract will be in material default or material breach or will have failed to perform any material obligation under a CCBCC Pre-Closing Material Contract and, to the Knowledge of the CCBCC Parties, as of the Closing, there will not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). As of the Closing, none of the CCBCC Parties will have received any written notice of a proposed termination, cancellation or non-renewal with respect to any CCBCC Pre-Closing Material Contract.

(e) The CCBCC Parties have provided the CCR Parties with true, correct and complete copies of all CCBCC Material Contracts and all portions of any CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts that relate to the CCBCC Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCBCC Business) and all written modifications, amendments and supplements thereto and written waivers thereof, in each case, as of the date hereof. To the extent that, between the date hereof and the Closing, the CCBCC Parties locate any contracts which would have been required to be disclosed in response to Section 4.12(a)(xix) if the CCBCC Parties had Knowledge of such contracts on the date hereof, then the CCBCC Parties will promptly provide true, correct and complete copies of any such contracts to the CCR Parties.

Section 4.13 Employment Matters.

(a) The CCBCC Parties have provided to the CCR Parties a complete and accurate list of the following information as of the date of this Agreement for each CCBCC Business Employee: employer; job title; location; date of hiring; date of commencement of employment; and current compensation paid or payable. At least thirty (30) days prior to the Closing, the CCBCC Parties will provide to the CCR Parties or their designees the following information as of immediately prior to the Closing (to the extent that such information can be generated at least thirty (30) days prior to the Closing and as early prior to the Closing as reasonably practicable to the extent that such information cannot be generated at least thirty (30) days prior to the Closing) for each CCBCC Business Employee: service credit for purposes of vesting and eligibility to participate under any CCBCC Employee Plan (including any vacation policy or other paid time off policy of the CCBCC Parties). The parties agree and acknowledge that, due to the timing of the deliveries contemplated by the preceding sentence, and as a result of ordinary course personnel turnover, certain individuals who are identified as CCBCC Business Employees in connection with the deliveries contemplated by the preceding sentence may not be CCBCC Business Employees at the Closing, and certain individuals who are not identified as CCBCC Business Employees in connection with the deliveries contemplated by the preceding sentence may be CCBCC Business Employees at the Closing, and in no event will any resulting inaccuracies in any information delivered pursuant to this Section 4.13(a) be considered a breach of any provision of this Agreement.

(b) Except as set forth on Section 4.13(b) of the CCBCC Disclosure Schedule, (i) none of the CCBCC Business Employees is, or during the past two (2) years has been, represented by a Union that was either voluntarily recognized or certified by any labor relations board; (ii) none of the CCBCC Business Employees is, or during the past two (2) years has been, a signatory to or bound by a Collective Agreement with any Union; (iii) to the Knowledge of the

CCBCC Parties, there are no currently filed petitions for representation with respect to the formation of a collective bargaining unit involving any of the CCBCC Business Employees and no such petitions for representation have been filed or, to the Knowledge of the CCBCC Parties, threatened in the past two (2) years; (iv) there is no unfair labor practice or labor arbitration proceeding brought by or on behalf of any of the CCBCC Business Employees pending or, to the Knowledge of the CCBCC Parties, threatened against the CCBCC Parties and no such proceeding has been initiated or, to the Knowledge of the CCBCC Parties, threatened in the past two (2) years; and (v) no labor dispute, walk out, strike, slowdown, hand billing, picketing, or work stoppage involving the CCBCC Business Employees has occurred, is in progress or, to the Knowledge of the CCBCC Parties, has been threatened in the past two (2) years.

Section 4.14 Employee Benefits Matters.

(a) Except as required by applicable Laws or the terms of a CCBCC Employee Plan, there exists no obligation to make or provide any acceleration, vesting, increase in benefits, severance or termination payment to any CCBCC Business Employee as a result of the transactions contemplated by this Agreement.

(b) Each employee health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe-benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by any CCBCC Party for the CCBCC Business Employees, other than plans established pursuant to statute, is listed on Section 4.14(b) of the CCBCC Disclosure Schedule (the "CCBCC Employee Plans"). With respect to the CCBCC Employee Plans, the CCBCC Parties have provided the CCR Parties with (i) where the CCBCC Employee Plan has not been reduced to writing, a summary of all material terms of such plan and (ii) where the CCBCC Employee Plan has been reduced to writing, a summary plan description of such CCBCC Employee Plan.

(c) No asset of any CCBCC Party is subject to any Lien under ERISA associated with any CCBCC Employee Plan, and no liability under Title IV or Section 302 of ERISA has been incurred by any CCBCC Party or any ERISA Affiliate for which the CCR Parties could be liable as a result of the transactions contemplated by this Agreement.

(d) Each CCBCC Employee Plan intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified and is the subject of a favorable determination or opinion letter issued by the IRS as to its qualified status under the Code or an application for such letter was timely filed within the applicable remedial amendment period and is pending, and, to the Knowledge of the CCBCC Parties, no circumstances have occurred that would reasonably be expected to adversely affect the tax qualified status of any such CCBCC Employee Plan.

(e) The CCBCC Parties have complied in all material respects with the requirements of Section 4980B of the Code and Sections 601-608 of ERISA applicable to any CCBCC Employee Plan that is a "group health plan" (within the meaning of Section 607(1) of ERISA).

Section 4.15 Insurance. Section 4.15 of the CCBCC Disclosure Schedule sets forth a list of all material policies of insurance (currently carried or held within the last three (3) years) owned or held by the CCBCC Parties primarily for the benefit of the CCBCC Business or the CCBCC Transferred Assets. The CCBCC Parties maintain insurance with reputable insurers for the CCBCC Business and the CCBCC Transferred Assets consistent with past practices and in types and amounts that are reasonable. No notice of cancellation or termination or disallowance of any claim thereunder has been received with respect to any such policy as of the date hereof, all insurance policies and bonds with respect to the CCBCC Business and the CCBCC Transferred Assets are in full force and effect and will remain in full force and effect up to and including the time of the Closing (other than those that have been retired or expired in the ordinary course of business consistent with past practice) and all premiums thereon have been timely paid.

Section 4.16 Product Recalls. (a) During the past three (3) years, there has not been, nor is there currently ongoing by any CCBCC Party or any Affiliate of a CCBCC Party, or to the Knowledge of the CCBCC Parties, any Governmental Authority, any recall or post-sale warning in respect of any product of the CCBCC Business, except for recalls that have been reported to the US FDA and have been completed in accordance with the US FDA's requirements. During the past three (3) years, none of the CCBCC Parties or their Affiliates has received written notice of any material Action involving any product designed, manufactured, distributed or sold by or on behalf of the CCBCC Business resulting from an alleged defect in design or manufacture, any alleged hazard or impurity, or any alleged failure to warn, or from any alleged breach of implied warranties or representations, or any alleged noncompliance with any Laws, other than immaterial notices or claims that have been settled or resolved by the CCBCC Parties prior to the date of this Agreement.

(b) None of the products designed, manufactured, distributed or sold by or on behalf of the CCBCC Business have been adulterated or misbranded by the CCBCC Parties or their Affiliates within the meaning of the FDC Act, or the rules or regulations issued thereunder or any comparable state law, rule or regulation in a manner that had a CCBCC Material Adverse Effect or are articles that may not be introduced into interstate commerce under the provisions of Sections 404 or 505 of the FDC Act. No CCBCC Party or any Affiliate of a CCBCC Party has, at any time during the past three (3) years, (i) received any written notice from the US FDA or from comparable state governmental or regulatory body of any material violation of the FDC Act or of comparable state laws, rules or regulations regarding any products sold by the CCBCC Business, (ii) been the subject of any governmental or regulatory enforcement action or, to the Knowledge of the CCBCC Parties, investigation action under the FDC Act, the rules and regulations thereunder or comparable state laws, rules or regulations with respect to any products sold by the CCBCC Business or (iii) undertaken any recall of products of the CCBCC Business that may have been adulterated, misbranded or otherwise made in violation of the FDC Act or the rules and regulations thereunder or comparable state laws, rules or regulations, except for recalls that have been reported to the US FDA and have been completed in accordance with US FDA's requirements.

Section 4.17 Transactions with Affiliates. (a) No officer or director of any CCBCC Party, nor (b) any Person with whom any such officer or director has any direct or indirect relation by blood, marriage or adoption, or any entity in which any such person, owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than five percent (5%) of the stock of which is beneficially owned by all such persons in the aggregate), nor (c) any Affiliate of any of the foregoing or any current or former Affiliate of any CCBCC Party has any interest in any contract, arrangement or understanding with, or relating to, the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities.

Section 4.18 Undisclosed Payments. No CCBCC Party nor the officers or directors of any CCBCC Party, nor anyone acting on behalf of any of them, has made or received any payments not correctly categorized and fully disclosed in the books and records of the CCBCC Business in connection with or in any way relating to or affecting the CCBCC Transferred Assets or the CCBCC Business.

Section 4.19 Customer and Supplier Relations. (a) Section 4.19(a) of the CCBCC Disclosure Schedule contains a true, correct and complete list of the names and addresses of the CCBCC Customers and the CCBCC Suppliers of the CCBCC Distribution Business, and the amount of sales to or purchases from each such CCBCC Customer or CCBCC Supplier of the CCBCC Distribution Business, as applicable, during the twelve (12) month period ended on the date hereof. Except as set forth on Section 4.19(a) of the CCBCC Disclosure Schedule, no CCBCC Customer nor any CCBCC Supplier of the CCBCC Distribution Business has during the last twelve (12) months cancelled, terminated or, to the Knowledge of the CCBCC Parties, made any written threat to cancel or otherwise terminate any of its contracts with the CCBCC Distribution Business or to materially decrease its usage or supply of the CCBCC Distribution Business' services or products. Except as set forth on Section 4.19(a) of the CCBCC Disclosure Schedule, to the Knowledge of the CCBCC Parties, no CCBCC Customer or CCBCC Supplier of the CCBCC Distribution Business may terminate or materially alter its business relations with the CCBCC Distribution Business, either as a result of the transactions contemplated hereby or otherwise.

(b) Section 4.19(b) of the CCBCC Disclosure Schedule contains a true, correct and complete list of the names and addresses of the CCBCC Customers and the CCBCC Suppliers of the CCBCC Production Business, and the amount of sales to or purchases from each such CCBCC Customer or CCBCC Supplier of the CCBCC Production Business, as applicable, during the twelve (12) month period ended on the date hereof. Except as set forth on Section 4.19(b) of the CCBCC Disclosure Schedule, no CCBCC Customer nor any CCBCC Supplier of the CCBCC Production Business has during the last twelve (12) months cancelled, terminated or, to the Knowledge of the CCBCC Parties, made any written threat to cancel or otherwise terminate any of its contracts with the CCBCC Production Business or to materially decrease its usage or supply of the CCBCC Production Business' services or products. Except as set forth on Section 4.19(b) of the CCBCC Disclosure Schedule, to the Knowledge of the CCBCC Parties, no CCBCC Customer or CCBCC Supplier of the CCBCC Production Business may terminate or materially alter its business relations with the CCBCC Production Business, either as a result of the transactions contemplated hereby or otherwise.

Section 4.20 CCBCC Financial Information.

(a) The data set forth on Section 4.20(a) of the CCBCC Disclosure Schedule consists of components of (i) the unaudited, internally compiled balance sheet of the CCBCC Distribution Business as of January 1, 2017, (ii) the unaudited, internally compiled statement of income for the CCBCC Distribution Business for the fiscal year then ended (the "CCBCC 2016 Distribution Data"), (iii) the unaudited, internally compiled balance sheet of the CCBCC Production Business as of January 1, 2017, and (iv) the unaudited, internally compiled statement of income for the CCBCC Production Business for the fiscal year then ended (the "CCBCC 2016 Production Data"). Each of the CCBCC 2016 Distribution Data and the CCBCC Production Data: (A) was prepared from the books and records of the CCBCC Parties and their Affiliates, which books and records are complete, in all material respects, to the extent consistent with the operating models and methodologies discussed with and reviewed by the CCR Parties; (B) was derived from components of the audited, consolidated financial statements of CCBCC for the same period (which reflect the consolidation of the subsidiaries of CCBCC, including the other CCBCC Parties), which were prepared in accordance with United States generally accepted accounting principles, consistently applied; (C) reflects reasonable assumptions and allocations of the CCBCC Parties' and their Affiliates' respective businesses in North America made by the CCBCC Parties in good faith after discussion with, and review by, the CCR Parties; and (D) to the Knowledge of the CCBCC Parties, accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the CCBCC Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCBCC Disclosure Schedule, the costs and activities incurred or necessary to operate the CCBCC Distribution Business or the CCBCC Production Business, as applicable, in a manner consistent with the CCBCC Parties' established policies, procedures and practices, and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the CCBCC Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCBCC Disclosure Schedule, the financial condition and results of the operations of the CCBCC Distribution Business or the CCBCC Production Business, as applicable, subject, in the case of subsections (C) and (D), to certain agreed upon adjustments that are reflected in the CCBCC 2016 Distribution Data or the CCBCC 2016 Production Data, as applicable.

(b) Section 4.20(b)(i) of the CCBCC Disclosure Schedule describes certain financial and other information used by the CCBCC Parties to derive the CCBCC 2016 Distribution Data (collectively, the "CCBCC 2016 Additional Distribution Financial Information") and Section 4.20(b)(ii) of the CCBCC Disclosure Schedule describes certain financial and other information used by the CCBCC Parties to derive the CCBCC 2016 Production Data (collectively, the "CCBCC 2016 Additional Production Financial Information"). Each of the CCBCC 2016 Additional Distribution Financial Information and the CCBCC 2016 Additional Production Financial Information is unaudited, has been prepared from the books and records of the CCBCC Parties' and their Affiliates' respective businesses in North America and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods indicated, and subject to the assumptions set forth therein (including the allocations of purchase price, manufacturing and other applicable variances), the results of the operations of the CCBCC Distribution Business or the CCBCC Production Business, as applicable, from a gross profit perspective.

(c) To the Knowledge of the CCBCC Parties, the CCBCC 2016 Distribution Data and the CCBCC 2016 Production Data, as applicable, accurately reflect, in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein and subject to the reasonable assumptions and allocations of the CCBCC Parties' and their Affiliates' respective businesses in North America made by the CCBCC Parties in good faith after discussion with, and review by, the CCR Parties, the liabilities of the CCBCC Distribution Business or the CCBCC Production Business, as applicable, that are of the kind or type that would customarily be reflected or reserved against in a business entity's balance sheet.

(d) The CCBCC Parties make no representation or warranty that the CCBCC 2016 Distribution Data, the CCBCC 2016 Production Data, the CCBCC 2016 Additional Distribution Financial Information and the CCBCC 2016 Additional Production Financial Information have been prepared in conformity with accounting principles and practices generally accepted in the United States of America, as amended from time to time, or any other generally accepted accounting principles.

Section 4.21 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from the CCBCC Parties or their Affiliates in connection with the transfer of the CCBCC Transferred Assets based upon arrangements made by or on behalf of the CCBCC Parties or their Affiliates.

Section 4.22 Tax Matters. During the past three (3) years, the CCBCC Parties have timely filed, or caused to be filed, all material Tax Returns required to be filed solely with respect to the CCBCC Business or CCBCC Transferred Assets. All such Tax Returns are true, correct and complete in all material respects. The CCBCC Parties have timely paid or caused to be paid all material Taxes due in connection with such Tax Returns or which are otherwise payable by the CCBCC Parties with respect to the CCBCC Business or the CCBCC Transferred Assets. During the past three (3) years, no written claim has been made by any Governmental Authority in a jurisdiction where a Tax Return has not been filed with respect to the CCBCC Business or the CCBCC Transferred Assets that a material Tax is due in such jurisdiction. No material federal, state, local or foreign Tax audits or other proceedings (whether administrative or judicial) are presently in progress or pending, or to Knowledge of the CCBCC Parties, threatened, with respect to any Taxes on the CCBCC Business or the CCBCC Transferred Assets, or Tax Returns of the CCBCC Parties with respect to the CCBCC Business or the CCBCC Transferred Assets. During the past three (3) years, all Taxes that the CCBCC Parties were required by Law to withhold or collect with respect to the CCBCC Business or the CCBCC Transferred Assets in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid over to the proper authorities to the extent due and payable, excluding, for the avoidance of doubt, any Taxes related to the transactions contemplated by this Agreement.

Section 4.23 Financial Ability. The CCBCC Parties will have at the Closing the financial ability to consummate the transactions contemplated by this Agreement, and it shall not be a condition to the obligations of the CCBCC Parties to consummate the transactions contemplated hereby that the CCBCC Parties have sufficient funds for payment of the Additional Consideration, if payable by the CCBCC Parties.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.01 Conduct of the CCR Business and the CCBCC Business Prior to the Closing.

(a) Except as otherwise specifically permitted or required by this Agreement or the Companion Agreements and except for matters identified in Section 5.01(a) of the CCR Disclosure Schedule, from the date of this Agreement through the Closing, unless CCBCC otherwise consents in advance in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the CCR Parties will (x) conduct the CCR Business in the ordinary course of business consistent with past practice, including by making investments and expenditures, both operating and capital, with respect to the acquisition and maintenance of equipment and facilities that are comparable to the CCR Parties' historic levels, (y) use reasonable best efforts to maintain and preserve intact their business organizations (in respect of the CCR Business only) and (z) not do any of the following (in respect of the CCR Business only):

(i) except in the ordinary course of business or to evidence Liens referred to in Sections 3.02 and 3.08, grant any Lien (other than granting or suffering to exist a Permitted Lien) on any CCR Transferred Asset (whether tangible or intangible);

(ii) sell, transfer, lease, mortgage, sublease or otherwise dispose of any CCR Real Property or any material asset included within the CCR Transferred Assets, other than sales of finished goods inventories in the ordinary course of business; provided, however, that the CCR Parties shall not enter into any bulk lease or purchase of rolling stock with respect to the CCR Business prior to the Closing without the prior written consent of the CCBCC Parties (which consent shall not be unreasonably withheld, delayed or conditioned);

(iii) make any commitments with respect to capital expenditures in excess of $500,000 with respect to any individual item or project or in excess of $2,000,000 in the aggregate with respect to all capital expenditures, except for (A) capital expenditures set forth on Section 5.01(a) of the CCR Disclosure Schedule and (B) expenditures or commitments necessary to rectify matters relating to emergencies or life and safety or quality matters with respect to which the CCR Parties shall notify the CCBCC Parties in writing within thirty (30) days after making;

(iv) fail to exercise any rights of renewal with respect to any material CCR Leased Real Property that by its terms would otherwise expire, provided that the parties hereto will in good faith consult and cooperate with one another in connection therewith and, if so directed by the CCBCC Parties, the CCR Parties will not renew any

such lease for such material CCR Leased Real Property, provided, further, that if the CCBCC Parties request any CCR Party to not renew any lease with respect to material CCR Leased Real Property, then any direct costs and expenses with respect to the failure to renew any such lease, including direct costs and expenses related to relocating any assets at such CCR Leased Real Property to a comparable location within the CCR Territory, will be paid by the parties hereto as specified in Section 5.01(a) of the CCR Disclosure Schedule;

(v) fail to perform in all material respects all of its obligations under all CCR Material Contracts, CCR Shared Contracts and CCR Specified Non-Transferring Contracts;

(vi) purchase, lease, license or otherwise acquire any real or tangible property that costs more than $50,000 individually or $250,000 in the aggregate, other than in the ordinary course of business consistent with past practice and other than for capital expenditures which are addressed in subsection (a)(iii) above;

(vii) settle any Action involving any payment in excess of $50,000 or enter into any settlement agreement that would be binding on the CCR Business or CCR Transferred Assets after the Closing;

(viii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or recapitalization with respect to the CCR Business or otherwise involving the CCR Transferred Assets;

(ix) voluntarily permit any material insurance policy insuring any CCR Transferred Asset naming any CCR Party as a beneficiary or a loss payee to be canceled or terminated without giving notice to the CCBCC Parties, except policies that are replaced without diminution of or gaps in coverage;

(x) except as otherwise provided in the Employee Matters Agreement, change the duties and responsibilities of any CCR Business Employee so that such person’s duties would no longer be related primarily to the CCR Business;

(xi) enter into any non-compete, non-solicit or similar restrictive agreement binding on the CCR Business;

(xii) enter into any joint venture, partnership or similar arrangement with respect to the CCR Business;

(xiii) dispose of or disclose to any Person any trade secret, formula, process, technology, know-how or confidential information related to the CCR Business not heretofore a matter of public knowledge;

(xiv) fail to maintain supplies and inventory related to the CCR Business at levels in the ordinary course of business consistent with past practices;

(xv) in any material respect, and except as otherwise provided in the Employee Matters Agreement, (A) grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable to any CCR Business Employee, including any increase or change pursuant to any CCR Employee Plan or (B) establish or increase or promise to increase any benefits under any CCR Employee Plan, in either case except as required by Law or any contract or involving ordinary course increases or annual merit increases, including any changes to pension or other benefits that are applicable to the employees of the CCR Business and TCCC generally;

(xvi) fail to pay all Taxes of the CCR Business when due;

(xvii) cancel any material claims or amend, terminate or waive any material rights constituting CCR Transferred Assets;

(xviii) enter into any contract that (A) contains any exclusivity obligations or similar restrictions binding on the CCR Business such that the CCR Business is prohibited from engaging in any business or activity whether alone or with third parties, other than (x) any contracts or agreements with respect to Incubation Beverages with any CCR Party or any of the CCR Parties' Affiliates as long as such exclusivity obligations or restrictions are limited to the CCR Production Business or the CCR Territory, as applicable, or (y) any contracts or agreements with respect to third-party licensed beverage brands, provided that the CCR Parties shall discuss with and obtain the prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) of the CCBCC Parties prior to entering into any contract or agreement with respect to third-party licensed beverage brands in the CCR Territory that will not terminate prior to the Closing without survival of any such exclusivity obligation or restriction; (B) grants to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCR Transferred Asset, other than in the ordinary course of business, or (C) contains a "most favored nation" (or equivalent) provision in favor of any CCR Customer;

(xix) transfer any CCR Transferred Assets to any of their respective Affiliates such that such CCR Transferred Assets are located outside the CCR Territory as of the Closing;

(xx) fail to provide at least ten (10) Business Days' prior written notice to the CCBCC Parties before writing up the value of any inventory, equipment, packaging materials for repacking operations or other CCR Transferred Asset; or

(xxi) enter into any legally binding commitment with respect to any of the foregoing.

(b) Except as otherwise specifically permitted or required by this Agreement or the Companion Agreements and except for matters identified in Section 5.01(b) of the CCBCC Disclosure Schedule, from the date of this Agreement through the Closing, unless CCR otherwise consents in advance in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the CCBCC Parties will (x) conduct the CCBCC Business in the

ordinary course of business consistent with past practice, including by making investments and expenditures, both operating and capital, with respect to the acquisition and maintenance of equipment and facilities that are comparable to the CCBCC Parties' historic levels, (y) use reasonable best efforts to maintain and preserve intact their business organizations (in respect of the CCBCC Business only) and (z) not do any of the following (in respect of the CCBCC Business only):

(i) except in the ordinary course of business or to evidence Liens referred to in Sections 4.02 and 4.08, grant any Lien (other than granting or suffering to exist a Permitted Lien) on any CCBCC Transferred Asset (whether tangible or intangible);

(ii) sell, transfer, lease, mortgage, sublease or otherwise dispose of any CCBCC Real Property or any material asset included within the CCBCC Transferred Assets, other than sales of finished goods inventories in the ordinary course of business; provided, however, that the CCBCC Parties shall not enter into any bulk lease or purchase of rolling stock with respect to the CCBCC Business prior to the Closing without the prior written consent of the CCR Parties (which consent shall not be unreasonably withheld, delayed or conditioned);

(iii) make any commitments with respect to capital expenditures in excess of $500,000 with respect to any individual item or project or in excess of $2,000,000 in the aggregate with respect to all capital expenditures, except for (A) capital expenditures set forth on Section 5.01(b) of the CCBCC Disclosure Schedule and (B) expenditures or commitments necessary to rectify matters relating to emergencies or life and safety or quality matters with respect to which the CCBCC Parties shall notify the CCR Parties in writing within thirty (30) days after making;

(iv) fail to exercise any rights of renewal with respect to any material CCBCC Leased Real Property that by its terms would otherwise expire, provided that the parties hereto will in good faith consult and cooperate with one another in connection therewith and, if so directed by the CCR Parties, the CCBCC Parties will not renew any such lease for such material CCBCC Leased Real Property, provided, further, that if the CCR Parties request any CCBCC Party to not renew any lease with respect to material CCBCC Leased Real Property, then any direct costs and expenses with respect to the failure to renew any such lease, including direct costs and expenses related to relocating any assets at such CCBCC Leased Real Property to a comparable location within the CCBCC Territory, will be paid by the parties hereto as specified in Section 5.01(b) of the CCBCC Disclosure Schedule;

(v) fail to perform in all material respects all of its obligations under all CCBCC Material Contracts, CCBCC Shared Contracts and CCBCC Specified Non-Transferring Contracts;

(vi) purchase, lease, license or otherwise acquire any real or tangible property that costs more than $50,000 individually or $250,000 in the aggregate, other than in the ordinary course of business consistent with past practice and other than for capital expenditures which are addressed in subsection (b)(iii) above;

(vii) settle any Action involving any payment in excess of $50,000 or enter into any settlement agreement that would be binding on the CCBCC Business or CCBCC Transferred Assets after the Closing;

(viii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or recapitalization with respect to the CCBCC Business or otherwise involving the CCBCC Transferred Assets;

(ix) voluntarily permit any material insurance policy insuring any CCBCC Transferred Asset naming any CCBCC Party as a beneficiary or a loss payee to be canceled or terminated without giving notice to the CCR Parties, except policies that are replaced without diminution of or gaps in coverage;

(x) change the duties and responsibilities of any CCBCC Business Employee so that such person's duties would no longer be related primarily to the CCBCC Business;

(xi) enter into any non-compete, non-solicit or similar restrictive agreement binding on the CCBCC Business;

(xii) enter into any joint venture, partnership or similar arrangement with respect to the CCBCC Business;

(xiii) dispose of or disclose to any Person any trade secret, formula, process, technology, know-how or confidential information related to the CCBCC Business not heretofore a matter of public knowledge;

(xiv) fail to maintain supplies and inventory related to the CCBCC Business at levels in the ordinary course of business consistent with past practices;

(xv) in any material respect, (A) grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable to any CCBCC Business Employee, including any increase or change pursuant to any CCBCC Employee Plan or (B) establish or increase or promise to increase any benefits under any CCBCC Employee Plan, in either case except as required by Law or any contract or involving ordinary course increases or annual merit increases, including any changes to pension or other benefits that are applicable to the employees of the CCBCC Business and CCBCC generally;

(xvi) fail to pay all Taxes of the CCBCC Business when due;

(xvii) cancel any material claims or amend, terminate or waive any material rights constituting CCBCC Transferred Assets;

(xviii) enter into any contract that (A) contains any exclusivity obligations or similar restrictions binding on the CCBCC Business such that the CCBCC Business is

prohibited from engaging in any business or activity whether alone or with third parties**,** other than (x) any contracts or agreements with respect to Incubation Beverages with any CCR Party or any of the CCR Parties' Affiliates as long as such exclusivity obligations or restrictions are limited to the CCBCC Production Business or the CCBCC Territory, as applicable, or (y) any contracts or agreements with respect to third-party licensed beverage brands, provided that the CCBCC Parties shall discuss with and obtain the prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) of the CCR Parties prior to entering into any contract or agreement with respect to third-party licensed beverage brands in the CCBCC Territory that will not terminate prior to the Closing without survival of any such exclusivity obligation or restriction; (B) grants to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCBCC Transferred Asset, other than in the ordinary course of business, or (C) contains a "most favored nation" (or equivalent) provision in favor of any CCBCC Customer;

(xix) transfer any CCBCC Transferred Assets to any of their respective Affiliates such that such CCBCC Transferred Assets are located outside the CCBCC Territory as of the Closing;

(xx) fail to provide at least ten (10) Business Days' prior written notice to the CCR Parties before writing up the value of any inventory, equipment, packaging materials for repacking operations or other CCBCC Transferred Asset; or

(xxi) enter into any legally binding commitment with respect to any of the foregoing.

Section 5.02 Access to Information.

(a) Information Relating to the CCR Business.

(i) From the date of this Agreement until the Closing Date, upon reasonable prior notice, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCR Parties shall use, and shall cause their Affiliates to use, reasonable best efforts to cause each of their respective Representatives to, (A) afford the Representatives of the CCBCC Parties reasonable access, during normal business hours, to the offices, properties, books and records of the CCR Business and (B) furnish to the Representatives of the CCBCC Parties such additional financial and operating data and other information regarding the CCR Business or the CCR Transferred Assets as the CCBCC Parties may from time to time reasonably request for the purpose of preparing to operate the CCR Business following the Closing; provided, however, that such investigation shall not unreasonably interfere with any of the businesses or operations of the CCR Parties or any of their Affiliates; and provided, further, that the auditors and accountants of the CCR Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to

such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCR Parties, the CCBCC Parties shall enter into a customary joint defense agreement with the CCR Parties and such of their Affiliates as they request with respect to any information to be provided to the CCBCC Parties or their Representatives pursuant to this Section 5.02(a)(i). Without limiting the foregoing, prior to the Closing, the CCBCC Parties shall not conduct, without the prior written consent of the CCR Parties, any environmental investigation at any property owned or leased by any CCR Party in the operation of the CCR Business, and in no event may any such environmental investigation include any sampling or other intrusive investigation of air, surface water, groundwater, soil or anything else at or in connection with any such properties. Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior consent of the CCR Parties, which shall not be unreasonably withheld (and which must be in writing only for contacts with suppliers or customers), neither the CCBCC Parties nor any of their Representatives shall contact any employees of, suppliers to, or customers of any CCR Party or its Affiliates, except for contacts by the CCBCC Parties in the ordinary course of business consistent with past practices; provided that if a CCR Party does provide the CCBCC Parties such prior consent, the CCBCC Parties and any of their Representatives may continue to contact such employee, supplier or customer (x) unless such consent explicitly states otherwise or (y) until such CCR Party informs the CCBCC Parties or any of their Representatives that they may no longer contact such employee, supplier or customer.

(ii) In addition to the provisions of Section 5.03(a), from and after the Closing Date, in connection with any reasonable business purpose, including the preparation of Tax Returns, addressing claims related to CCR Excluded Liabilities, preparing financial statements, U.S. Securities and Exchange Commission reporting obligations and the determination of any matter relating to the rights or obligations of the CCR Parties or any of their Affiliates under this Agreement, the CCR Business prior to the Closing or the Companion Agreements, upon reasonable prior notice and at the CCR Parties' sole cost and expense, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCBCC Parties shall and shall cause their Affiliates and Representatives to: (A) afford the Representatives of the CCR Parties and their Affiliates reasonable access (including the right to make, at the CCR Parties' expense, photocopies), during normal business hours, to the offices, properties, books and records of the CCBCC Parties and their Affiliates and Representatives in respect of the CCR Transferred Assets; (B) furnish to the Representatives of the CCR Parties and their Affiliates such additional financial and other information regarding the CCR Transferred Assets as is in the CCBCC Parties' possession and control as the CCR Parties or their Representatives may from time to time reasonably request; and (C) make available to the Representatives of the CCR Parties and their Affiliates the employees of the CCBCC Parties and their Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the CCR Parties in connection with the CCR Parties' inquiries for any of the purposes referred to above, including the presence of such persons as witnesses in hearings or trials for such purposes; provided, however, that such investigation shall not unreasonably interfere with the business or operations of the CCBCC Parties or any of their Affiliates;

and provided, further, that the auditors and accountants of the CCBCC Parties or their Affiliates shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCBCC Parties, the CCR Parties shall enter into a customary joint defense agreement with the CCBCC Parties and their Affiliates with respect to any information to be provided to the CCR Parties pursuant to this Section 5.02(a)(ii). No information, books, records or other documents accessed by the CCR Parties or their respective Affiliates or Representatives pursuant to this Section 5.02(a)(ii) shall be used for any purposes other than as expressly permitted by this Section 5.02(a)(ii).

(iii) Notwithstanding anything in this Agreement to the contrary, the CCR Parties shall not be required, prior to the Closing, to disclose, or cause the disclosure of, to the CCBCC Parties or their Affiliates or Representatives (or provide access to any offices, properties, books or records of the CCR Parties or any of their Affiliates that could result in the disclosure to such persons or others of) any confidential information relating to trade secrets, proprietary know-how, processes or patent, trademark, trade name, service mark or copyright applications or relating to any product development or pricing and marketing plans to the extent counsel to the CCR Parties, after consultation with counsel to the CCBCC Parties, advises that doing so would likely be a violation of applicable antitrust Laws, nor shall the CCR Parties be required to permit or cause others to permit the CCBCC Parties or their Affiliates or Representatives to have access to or to copy or remove from the offices or properties of the CCR Parties or any of their Affiliates any documents, drawings or other materials that might reveal any such confidential information.

(iv) During the period from the date of this Agreement through the earlier of the Closing Date or the termination of this Agreement pursuant to Article VIII, the CCR Parties shall periodically deliver to the CCBCC Parties, at intervals and in a form consistent with past practice between the CCR Parties and the CCBCC Parties during the negotiation of the transactions contemplated by this Agreement and which will be prepared consistent with the CCR Agreed Financial Methodology, a good faith calculation of the CCR Target Net Working Capital Amount based on the books and records of the CCR Business that were used in preparing the CCR 2016 Distribution Data and the CCR 2016 Production Data.

The CCR Parties shall deliver to the CCBCC Parties the data contemplated by this Section 5.02(a)(iv) promptly upon completion, but in any event no later than five (5) Business Days prior to the Closing Date. The calculation of the CCR Target Net Working Capital Amount will be (I) determined in accordance with the guidelines set forth on Section B-1 of the CCR Disclosure Schedule and in accordance with the CCR Agreed Financial Methodology and (II) subject to reasonable verification by the CCBCC Parties within thirty (30) days of the CCR Parties' delivery of such calculation.

(v) The CCR Parties will, and will cause their Affiliates to, cooperate with the CCBCC Parties' completion of their due diligence by providing to the CCBCC Parties access to reasonably available data upon request by the CCBCC Parties, including certain identified information described in Section 5.02(a)(v) of the CCR Disclosure Schedule. With regard to the continuing diligence of the CCBCC Parties under this Agreement that takes place between the signing of this Agreement and the Closing, the parties agree to deal with one another in good faith consistent with historical practices for addressing economic disputes.

(vi) If any CCR Party enters into any CCR Pre-Closing Material Contracts between the date hereof and the Closing Date, the CCR Parties will provide the CCBCC Parties as promptly as reasonably practicable prior to the Closing with true, correct and complete copies of all such contracts or agreements. If any CCR Party enters into any CCR Shared Contracts or CCR Specified Non-Transferring Contracts between the date hereof and the Closing Date, the CCR Parties will provide the CCBCC Parties as promptly as reasonably practicable with true, correct and complete copies of all portions of such CCR Shared Contracts or CCR Specified Non-Transferring Contracts, as applicable, that relate to the CCR Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCR Business).

(b) Information Relating to the CCBCC Business.

(i) From the date of this Agreement until the Closing Date, upon reasonable prior notice, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCBCC Parties shall use, and shall cause their Affiliates to use, reasonable best efforts to cause each of their respective Representatives to, (A) afford the Representatives of the CCR Parties and their designees reasonable access, during normal business hours, to the offices, properties, books and records of the CCBCC Business and (B) furnish to the Representatives of the CCR Parties and their designees such additional financial and operating data and other information regarding the CCBCC Business or the CCBCC Transferred Assets as the CCR Parties or such designees may from time to time reasonably request for the purpose of preparing to operate the CCBCC Business following the Closing; provided, however, that such investigation shall not unreasonably interfere with any of the businesses or operations of the CCBCC Parties or any of their Affiliates; and provided, further, that the auditors and accountants of the CCBCC Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCBCC Parties, the CCR Parties shall enter into a customary joint defense agreement with the CCBCC Parties and such of their Affiliates as they request with respect to any information to be provided to the CCR Parties or their Representatives pursuant to this Section 5.02(b)(i). Without limiting the foregoing, prior to the Closing, the CCR Parties shall not conduct, without the prior written consent of the CCBCC Parties, any environmental investigation at any property owned or leased by any CCBCC Party in the operation of the CCBCC Business, and in no event may any environmental investigation include any sampling or other intrusive investigation of air,

surface water, groundwater, soil or anything else at or in connection with any such properties. Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior consent of the CCBCC Parties, which shall not be unreasonably withheld (and which must be in writing only for contacts with suppliers or customers), neither the CCR Parties, their designees nor any of their respective Representatives shall contact any employees of, suppliers to, or customers of any CCBCC Party or its Affiliates, except for contacts by the CCR Parties or their designees in the ordinary course of business consistent with past practices; provided that if a CCBCC Party does provide the CCR Parties and/or their designees such prior consent, the CCR Parties, their designees and any of their respective Representatives may continue to contact such employee, supplier or customer (x) unless such consent explicitly states otherwise or (y) until such CCBCC Party informs the CCR Parties, such designees or any of their respective Representatives that they may no longer contact such employee, supplier or customer.

(ii) In addition to the provisions of Section 5.03(b), from and after the Closing Date, in connection with any reasonable business purpose, including the preparation of Tax Returns, addressing claims related to CCBCC Excluded Liabilities, preparing financial statements, U.S. Securities and Exchange Commission reporting obligations and the determination of any matter relating to the rights or obligations of the CCBCC Parties or any of their Affiliates under this Agreement, the CCBCC Business prior to the Closing or the Companion Agreements, upon reasonable prior notice and at the CCBCC Parties' sole cost and expense, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCR Parties shall and shall cause their Affiliates and Representatives to: (A) afford the Representatives of the CCBCC Parties and their Affiliates reasonable access (including the right to make, at the CCBCC Parties' expense, photocopies), during normal business hours, to the offices, properties, books and records of the CCR Parties and their Affiliates and Representatives in respect of the CCBCC Transferred Assets; (B) furnish to the Representatives of the CCBCC Parties and their Affiliates such additional financial and other information regarding the CCBCC Transferred Assets as is in the CCR Parties' possession and control as the CCBCC Parties or their Representatives may from time to time reasonably request; and (C) make available to the Representatives of the CCBCC Parties and their Affiliates the employees of the CCR Parties and their Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the CCBCC Parties in connection with the CCBCC Parties' inquiries for any of the purposes referred to above, including the presence of such persons as witnesses in hearings or trials for such purposes; provided, however, that such investigation shall not unreasonably interfere with the business or operations of the CCR Parties or any of their Affiliates; and provided, further, that the auditors and accountants of the CCR Parties or their Affiliates shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCR Parties or their designees, the CCBCC Parties shall enter into a customary joint defense agreement with the CCR

Parties, such designees and/or their respective Affiliates with respect to any information to be provided to the CCBCC Parties pursuant to this Section 5.02(b)(ii). No information, books, records or other documents accessed by the CCBCC Parties or their respective Affiliates or Representatives pursuant to this Section 5.02(b)(ii) shall be used for any purposes other than as expressly permitted by this Section 5.02(b)(ii).

(iii) Notwithstanding anything in this Agreement to the contrary, the CCBCC Parties shall not be required, prior to the Closing, to disclose, or cause the disclosure of, to the CCR Parties, their designees or their respective Affiliates or Representatives (or provide access to any offices, properties, books or records of the CCBCC Parties or any of their Affiliates that could result in the disclosure to such persons or others of) any confidential information relating to trade secrets, proprietary know-how, processes or patent, trademark, trade name, service mark or copyright applications or relating to any product development or pricing and marketing plans to the extent counsel to the CCBCC Parties, after consultation with counsel to the CCR Parties, advises that doing so would likely be a violation of applicable antitrust Laws, nor shall the CCBCC Parties be required to permit or cause others to permit the CCR Parties, their designees or their respective Affiliates or Representatives to have access to or to copy or remove from the offices or properties of the CCBCC Parties or any of their Affiliates any documents, drawings or other materials that might reveal any such confidential information.

(iv) During the period from the date of this Agreement through the earlier of the Closing Date or the termination of this Agreement pursuant to Article VIII, the CCBCC Parties shall periodically deliver to the CCR Parties or their designees, at intervals and in a form consistent with past practice between the CCR Parties and the CCBCC Parties during the negotiation of the transactions contemplated by this Agreement and which will be prepared consistent with the CCBCC Agreed Financial Methodology, a good faith calculation of the CCBCC Target Net Working Capital Amount based on the books and records of the CCBCC Business that were used in preparing the CCBCC 2016 Distribution Data and the CCBCC 2016 Production Data.

The CCBCC Parties shall deliver to the CCR Parties or their designees the data contemplated by this Section 5.02(b)(iv) promptly upon completion, but in any event no later than five (5) Business Days prior to the Closing Date. The calculation of the CCBCC Target Net Working Capital Amount will be (I) determined in accordance with the guidelines set forth on Section B-1 of the CCBCC Disclosure Schedule and in accordance with the CCBCC Agreed Financial Methodology and (II) subject to reasonable verification by the CCR Parties within thirty (30) days of the CCBCC Parties' delivery of such calculation.

(iv) The CCBCC Parties will, and will cause their Affiliates to, cooperate with the CCR Parties' completion of their due diligence by providing to the CCR Parties access to reasonably available data upon request by the CCR Parties, including certain identified information described in Section 5.02(b)(v) of the CCBCC Disclosure Schedule. With regard to the continuing diligence of the CCR Parties under this Agreement that takes place between the signing of this Agreement and the Closing, the parties agree to deal with one another in good faith consistent with historical practices for addressing economic disputes.

(v) If any CCBCC Party enters into any CCBCC Pre-Closing Material Contracts between the date hereof and the Closing Date, the CCBCC Parties will provide the CCR Parties and their designees as promptly as reasonably practicable prior to the Closing with true, correct and complete copies of all such contracts or agreements. If any CCBCC Party enters into any CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts between the date hereof and the Closing Date, the CCBCC Parties will provide the CCR Parties and their designees as promptly as reasonably practicable with true, correct and complete copies of all portions of such CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts, as applicable, that relate to the CCBCC Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCBCC Business).

Section 5.03 Preservation of Books and Records.

(a) The CCR Parties and their Affiliates shall have the right to retain copies of all books and records of the CCR Business relating to periods ending prior to the Closing Date, which books and records shall be deemed confidential information of the CCBCC Parties as of the Closing and subject to Section 5.04. The CCR Parties agree that they shall preserve and keep, or cause to be preserved and kept, all original books and records in respect of the CCR Business relating to periods ending prior to the Closing Date in the possession of the CCR Parties or their Affiliates for the longer of (a) any requirement under any applicable Law or (b) a period of six (6) years from the Closing Date. During such six (6) year or longer period, Representatives of the CCBCC Parties shall, upon reasonable notice and for any reasonable business purpose, have access during normal business hours to examine, inspect and copy (at the expense of the requesting party) such books and records. During such six (6) year or longer period, the CCR Parties, on the one hand, and the CCBCC Parties, on the other hand, shall provide each other with, or cause to be provided to each other, such original books and records of the CCR Business as such other party shall reasonably request in connection with any Action to which such other party or its Affiliates are parties or in connection with the requirements of any Law applicable to such other party. The other party shall return such original books and records to the providing party or such Affiliate as soon as such books and records are no longer needed in connection with the circumstances described in the immediately preceding sentence. After such six (6) year or longer period, before the CCR Parties, on the one hand, and the CCBCC Parties, on the other hand (or any of their respective Affiliates), shall dispose of any of such books and records, such party shall give at least sixty (60) days' prior written notice of such intention to dispose to the other party, and the other party shall be given an opportunity, at its cost and expense, to remove and retain all or any part of such books and records as the other party may elect.

(b) The CCBCC Parties and their Affiliates shall have the right to retain copies of all books and records of the CCBCC Business relating to periods ending prior to the Closing Date, which books and records shall be deemed confidential information of the CCR Parties as of the Closing and subject to Section 5.04. The CCBCC Parties agree that they shall preserve and keep, or cause to be preserved and kept, all original books and records in respect of the CCBCC Business relating to periods ending prior to the Closing Date in the possession of the

CCBCC Parties or their Affiliates for the longer of (a) any requirement under any applicable Law or (b) a period of six (6) years from the Closing Date. During such six (6) year or longer period, Representatives of the CCR Parties or their designees shall, upon reasonable notice and for any reasonable business purpose, have access during normal business hours to examine, inspect and copy (at the expense of the requesting party) such books and records. During such six (6) year or longer period, the CCBCC Parties on the one hand, and the CCR Parties, on the other hand, shall provide each other with, or cause to be provided to each other, such original books and records of the CCBCC Business as such other party shall reasonably request in connection with any Action to which such other party or its Affiliates are parties or in connection with the requirements of any Law applicable to such other party. The other party shall return such original books and records to the providing party or such Affiliate as soon as such books and records are no longer needed in connection with the circumstances described in the immediately preceding sentence. After such six (6) year or longer period, before the CCBCC Parties, on the one hand, and the CCR Parties, on the other hand (or any of their respective Affiliates) shall dispose of any of such books and records, such party shall give at least sixty (60) days' prior written notice of such intention to dispose to the other party, and the other party shall be given an opportunity, at its cost and expense, to remove and retain all or any part of such books and records as the other party may elect.

(c) If so requested by a party, the other party shall enter into a customary joint defense agreement with the requesting party with respect to any information to be provided pursuant to Section 5.03(a) or Section 5.03(b), as applicable. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 5.03 shall require the CCBCC Parties or the CCR Parties, as the case may be, to make available any such records in connection with any indemnity claim hereunder made by any CCBCC Indemnified Party or CCR Indemnified Party, as applicable, which claim shall be subject to applicable rules of discovery.

Section 5.04 Confidentiality. From and after the date hereof, each party hereto shall, and shall cause its Affiliates and Representatives to, hold and continue to hold in strict confidence and not utilize in its or their respective business all information and documents concerning any other party hereto or any of its Affiliates ("Confidential Information")**,** except where disclosure may be necessary for such party (1) to enforce its rights under this Agreement or any Companion Agreement, or (2) as may be permitted under this Agreement or any Companion Agreement or as may be expressly permitted under any other written agreement among the parties hereto or their Affiliates. Notwithstanding the foregoing, the following will not constitute "Confidential Information" for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as the result of a disclosure by the receiving party or any Affiliate thereof or their respective agents or employees and (b) information that the receiving party is legally obligated to disclose pursuant to a valid subpoena or a valid request from any Governmental Authority or by the rules and regulations of any securities exchange or national market system, subject to the obligation of the receiving party to give the other party reasonable advance notice of such disclosure (to the extent not prohibited by applicable Laws) and to cooperate with the other party in seeking a protective order or other appropriate means for limiting the scope of the disclosure. Notwithstanding the foregoing, following the Closing, the foregoing restrictions in this Section 5.04 shall not apply to the use by (x) the CCBCC Parties of any documents or information included in the CCR Transferred Assets acquired by the CCBCC Parties hereunder or (y) the CCR Parties or their designees of any documents or information included in the CCBCC Transferred Assets acquired by the CCR Parties hereunder.

Section 5.05 Regulatory and Other Authorizations; Consents.

(a) Subject to the other provisions of this Agreement, each party hereto shall each use its reasonable best efforts to perform its obligations under this Agreement and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to obtain all consents required under this Agreement and all regulatory approvals and to satisfy all conditions to its obligations under this Agreement and to cause the transactions contemplated hereby to be effected as soon as practicable, but in any event on or prior to the End Date, in accordance with the terms of this Agreement and shall cooperate fully with each other party hereto and their Representatives in connection with any step required to be taken as a part of its obligations under this Agreement.

(b) Each party to this Agreement agrees to cooperate in obtaining any consents and approvals that may be required in connection with the transactions contemplated by this Agreement and the Companion Agreements; provided, however, that neither the CCBCC Parties nor the CCR Parties shall be required to compensate any Person, commence or participate in litigation or offer or grant any accommodation (financial or otherwise) to any Person to obtain any such consent or approval. Neither the CCBCC Parties nor the CCR Parties shall take any action that they should be reasonably aware would have the effect of delaying, impairing or impeding the receipt of any required consents or approvals.

(c) Each party hereto promptly shall make all filings and submissions required of such party and shall take all actions necessary, proper or advisable under applicable Laws to obtain any required approval of any Governmental Authority with jurisdiction over the transactions contemplated hereby. Each party hereto shall use its reasonable best efforts to furnish to the appropriate Governmental Authority all information required for any application or other filing to be made pursuant to any applicable Law in connection with the transactions contemplated hereby. The CCBCC Parties and the CCR Parties shall make their respective HSR Act filings at such time as mutually agreed, if applicable. Each of the parties hereto shall cooperate with the other parties hereto in promptly filing any other necessary applications, reports or other documents with any Governmental Authority having jurisdiction with respect to this Agreement and the transactions contemplated hereby, and in seeking necessary consultation with and prompt favorable action by such Governmental Authority, including the resolution of any objections, if any, as may be asserted with respect to the transactions contemplated by this Agreement and the Companion Agreements under any applicable Law regarding antitrust matters.

(d) Notwithstanding anything in this Agreement to the contrary, (i) the CCBCC Parties acknowledge on behalf of themselves, their Affiliates and their directors, officers, employees, agents, representatives, successors and assigns that the operation of the CCR Business shall remain in the dominion and control of the CCR Parties until the Closing and that none of the foregoing Persons will provide, directly or indirectly, any directions, orders, advice, aid, assistance or information to any director, officer or employee of any of the CCR Parties with respect to the operation of the CCR Business, except as specifically contemplated or permitted

by this Article V or as otherwise consented to in advance by an executive officer of a CCR Party, and (ii) the CCR Parties acknowledge on behalf of themselves, their Affiliates and their directors, officers, employees, agents, representatives, successors and assigns that the operation of the CCBCC Business shall remain in the dominion and control of the CCBCC Parties until the Closing and that none of the foregoing Persons will provide, directly or indirectly, any directions, orders, advice, aid, assistance or information to any director, officer or employee of any of the CCBCC Parties with respect to the operation of the CCBCC Business, except as specifically contemplated or permitted by this Article V or as otherwise consented to in advance by an executive officer of a CCBCC Party.

(e) Notwithstanding anything in this Section 5.05 to the contrary, (i) neither the CCBCC Parties nor any of their Subsidiaries shall be required to take any action, including responding to and/or defending any court or administrative proceeding, proposing or making any divestiture or other undertaking, or proposing or entering into any consent decree or taking any action which the CCBCC Parties reasonably determine could be material to the benefits expected to be derived by the CCBCC Parties as a result of the transactions contemplated hereby or be material to the business of the CCBCC Parties and their Subsidiaries or the CCR Business as currently conducted or as contemplated to be conducted following the transactions contemplated hereby, and (ii) neither the CCR Parties nor any of their Subsidiaries shall be required to take any action, including responding to and/or defending any court or administrative proceeding, proposing or making any divestiture or other undertaking, or proposing or entering into any consent decree or taking any action which the CCR Parties reasonably determine could be material to the benefits expected to be derived by the CCR Parties as a result of the transactions contemplated hereby or be material to the business of the CCR Parties and their Subsidiaries or the CCBCC Business as currently conducted or as contemplated to be conducted following the transactions contemplated hereby.

Section 5.06 Further Action. Each of the CCBCC Parties and the CCR Parties (a) shall execute and deliver, or shall cause to be executed and delivered, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and the Companion Agreements and give effect to the transactions contemplated by this Agreement and the Companion Agreements, including by reasonably cooperating with the other to assist the other with obtaining any permits, licenses or other governmental authorizations to replace any CCR Material Permits, CCBCC Material Permits, Environmental Permits or other permits, licenses or other governmental authorizations described in Section 2.02(a)(vi) or Section 2.03(a)(vi), as applicable, to the extent such permits, licenses or authorizations are not transferable, provided, in no event will any party be required to compensate any Person, commence or participate in litigation or offer or grant any accommodation (financial or otherwise) to any Person to obtain any such permits, licenses or authorizations, (b) shall refrain from taking any actions that could reasonably be expected to impair, delay or impede the Closing and (c) without limiting the foregoing, shall use their reasonable best efforts to cause all of the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement to be met on or prior to the End Date.

Section 5.07 Investigation.

(a) The CCBCC Parties have made their own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the CCR Business, the CCR Transferred Assets and the CCR Assumed Liabilities. Except for the representations and warranties of the CCR Parties contained in Article III (as modified by the CCR Disclosure Schedule), as may be set forth in the Employee Matters Agreement (if any) or in any certificate delivered pursuant hereto or thereto, no CCR Party nor any of their Affiliates makes any other express or implied representation or warranty with respect to the CCR Transferred Assets, the CCR Assumed Liabilities or the CCR Business. The CCR Parties make no representation or warranty to the CCBCC Parties regarding the probable success or profitability of the CCR Business following the Closing.

(b) The CCR Parties have made their own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the CCBCC Business, the CCBCC Transferred Assets and the CCBCC Assumed Liabilities. Except for the representations and warranties of the CCBCC Parties contained in Article IV (as modified by the CCBCC Disclosure Schedule) or in any certificate delivered pursuant hereto, no CCBCC Party nor any of their Affiliates makes any other express or implied representation or warranty with respect to the CCBCC Transferred Assets, the CCBCC Assumed Liabilities or the CCBCC Business. The CCBCC Parties make no representation or warranty to the CCR Parties regarding the probable success or profitability of the CCBCC Business following the Closing.

Section 5.08 Supplements to Disclosure Schedules.

(a) Not more than ten (10) days prior to the Closing, the CCR Parties will, by written notice to the CCBCC Parties in accordance with the terms of this Agreement, amend or supplement any one (1) or more Sections of the CCR Disclosure Schedule made pursuant to Section 2.02(a) to update the description of the CCR Transferred Assets (which amendment or supplement shall, in the case of the list of Key CCR Subject Equipment delivered pursuant to Section 2.02(a)(iii) of the CCR Disclosure Schedule, include the accumulated depreciation of each item of Key CCR Subject Equipment). The CCR Parties may, at any time and from time to time not less than five (5) Business Days prior to the Closing, by written notice in accordance with the terms of this Agreement, amend or supplement any one (1) or more of the Sections of the CCR Disclosure Schedule made pursuant to Article II (x) to update the description of the CCR Transferred Assets and, with the prior written consent of the CCBCC Parties, update the description of the CCR Assumed Liabilities and the CCR Excluded Liabilities, in each case to reflect assets and properties acquired or disposed of after the date hereof in compliance with the provisions of Section 5.01(a), and/or (y) to update the description of the CCR Excluded Assets to reflect certain assets and properties (whether acquired before, on or after the date hereof) that are not primarily related to, or primarily used or primarily held for use in connection with, the CCR Business. In addition, the CCR Parties may, at any time and from time to time not less than ten (10) days prior to the Closing, by notice in accordance with the terms of this Agreement (which notice shall indicate if the CCR Parties believe that clause (i) below may apply), amend or supplement any one or more Sections of the CCR Disclosure Schedule made pursuant to Article III, to reflect any facts, circumstances or events first arising or, in the case of representations given to the Knowledge of the CCR Parties, first becoming known to the CCR Parties during the period subsequent to the date hereof, by providing the CCBCC Parties with written notice setting forth the proposed amendment or supplement and specifying the Section or Sections of the CCR

Disclosure Schedule affected thereby; provided, however, that if any Section of the CCR Disclosure Schedule is amended or supplemented pursuant to this Section 5.08(a) in a manner that either individually or in the aggregate with all other such prior amendments or supplements made to the CCR Disclosure Schedule pursuant to this Section 5.08(a) discloses matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in either Section 7.03(a)(i) or Section 7.03(b) impossible and such condition has not been (x) waived in writing by the CCBCC Parties or (y) in the case of matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(a)(i) impossible, cured by the CCR Parties within twenty (20) days after the CCBCC Parties' receipt of such disclosure, then the CCBCC Parties shall have the right to terminate this Agreement pursuant to Section 8.01(f) within five (5) days following the expiration of such twenty (20) day period. Notwithstanding any other provision of this Agreement, if:

(i) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(b) impossible, the CCBCC Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for all purposes (including Sections 7.03(a)(i), 7.03(b), 8.01(d), 8.01(f) and 9.02(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the CCR Disclosure Schedule not having read as so amended or supplemented at all times, and thereafter such Section or Sections shall be treated as having read as so amended or supplemented; and

(ii) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(a)(i) (but not the condition set forth in Section 7.03(b)) impossible, the CCBCC Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for purposes of Sections 7.03(a)(i), 8.01(d) and 8.01(f) (but not for purposes of Section 9.02(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the CCR Disclosure Schedule not having read as so amended or supplemented at all times, and the CCBCC Parties will have the right to be indemnified in accordance with Article IX for all Losses arising from or relating to such breach, inaccuracy or failure to be true and correct, subject to any applicable limitations on indemnification set forth in Article IX.

(b) Not more than ten (10) days prior to the Closing, the CCBCC Parties will, by written notice to the CCR Parties in accordance with the terms of this Agreement, amend or supplement any one (1) or more Sections of the CCBCC Disclosure Schedule made pursuant to Section 2.03(a) to update the description of the CCBCC Transferred Assets (which amendment or supplement shall, in the case of the list of Key CCBCC Subject Equipment delivered pursuant to Section 2.03(a)(iii) of the CCBCC Disclosure Schedule, include the accumulated depreciation of each item of Key CCBCC Subject Equipment). The CCBCC Parties may, at any time and from time to time not less than five (5) Business Days prior to the Closing, by written notice in accordance with the terms of this Agreement, amend or supplement any one (1) or more of the Sections of the CCBCC Disclosure Schedule made pursuant to Article II (x) to update the description of the CCBCC Transferred Assets and, with the prior written consent of the CCR

Parties, update the description of the CCBCC Assumed Liabilities and the CCBCC Excluded Liabilities, in each case to reflect assets and properties acquired or disposed of after the date hereof in compliance with the provisions of Section 5.01(b), and/or (y) to update the description of the CCBCC Excluded Assets to reflect certain assets and properties (whether acquired before, on or after the date hereof) that are not primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business. In addition, the CCBCC Parties may, at any time and from time to time not less than ten (10) days prior to the Closing, by notice in accordance with the terms of this Agreement (which notice shall indicate if the CCBCC Parties believe that clause (i) below may apply), amend or supplement any one or more Sections of the CCBCC Disclosure Schedule made pursuant to Article IV, to reflect any facts, circumstances or events first arising or, in the case of representations given to the Knowledge of the CCBCC Parties, first becoming known to the CCBCC Parties during the period subsequent to the date hereof, by providing the CCR Parties with written notice setting forth the proposed amendment or supplement and specifying the Section or Sections of the CCBCC Disclosure Schedule affected thereby; provided, however, that if any Section of the CCBCC Disclosure Schedule is amended or supplemented pursuant to this Section 5.08(b) in a manner that either individually or in the aggregate with all other such prior amendments or supplements made to the CCBCC Disclosure Schedule pursuant to this Section 5.08(b) discloses matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in either Section 7.02(a)(i) or Section 7.02(b) impossible and such condition has not been (x) waived in writing by the CCR Parties or (y) in the case of matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.02(a)(i) impossible, cured by the CCBCC Parties within twenty (20) days after the CCR Parties' receipt of such disclosure, then the CCR Parties shall have the right to terminate this Agreement pursuant to Section 8.01(e) within five (5) days following the expiration of such twenty (20) day period. Notwithstanding any other provision of this Agreement, if:

(i) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.02(b) impossible, the CCR Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for all purposes (including Sections 7.02(a)(i), 7.02(b), 8.01(c), 8.01(e) and 9.03(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the CCBCC Disclosure Schedule not having read as so amended or supplemented at all times, and thereafter such Section or Sections shall be treated as having read as so amended or supplemented; and

(ii) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.02(a)(i) (but not the condition set forth in Section 7.02(b)) impossible, the CCR Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for purposes of Sections 7.02(a)(i), 8.01(c) and 8.01(e) (but not for purposes of Section 9.03(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the CCBCC Disclosure Schedule not having read as so amended or supplemented at all times, and the CCR Parties will have the right to be indemnified in accordance with Article IX for all Losses arising from or relating to such breach, inaccuracy or failure to be true and correct, subject to any applicable limitations on indemnification set forth in Article IX.

Section 5.09 Notices of Certain Events.

(a) From the date hereof until the earlier of the Closing or the termination of this Agreement, the CCR Parties shall promptly notify the CCBCC Parties in writing of:

(i) any fact, circumstance, change or event that, individually or in the aggregate, (A) has had or would reasonably be expected to have a CCR Material Adverse Effect or (B) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in Article VII to be satisfied;

(ii) any written communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement;

(iii) any written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(iv) any Action commenced or, to the Knowledge of the CCR Parties, threatened against, relating to or involving or otherwise affecting the CCR Business, the CCR Transferred Assets or the CCR Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.05 or that relates to the consummation of the transactions contemplated by this Agreement; and

(v) the damage or destruction by fire or other casualty of any material CCR Transferred Asset or part thereof.

The CCBCC Parties' receipt of information pursuant to this Section 5.09(a) shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the CCR Parties in this Agreement (including Section 8.01(d), Section 8.01(f) and Section 9.02) and shall not be deemed to amend or supplement the CCR Disclosure Schedule, subject to the CCR Parties' ability to amend or supplement the CCR Disclosure Schedule in accordance with Section 5.08(a).

(b) From the date hereof until the earlier of the Closing or the termination of this Agreement, the CCBCC Parties shall promptly notify the CCR Parties and/or their designees in writing of:

(i) any fact, circumstance, change or event that, individually or in the aggregate, (A) has had or would reasonably be expected to have a CCBCC Material Adverse Effect or (B) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in Article VII to be satisfied;

(ii) any written communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement;

(iii) any written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(iv) any Action commenced or, to the Knowledge of the CCBCC Parties, threatened against, relating to or involving or otherwise affecting the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.05 or that relates to the consummation of the transactions contemplated by this Agreement; and

(v) the damage or destruction by fire or other casualty of any material CCBCC Transferred Asset or part thereof.

The CCR Parties' receipt of information pursuant to this Section 5.09(b) shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the CCBCC Parties in this Agreement (including Section 8.01(c), Section 8.01(e) and Section 9.03) and shall not be deemed to amend or supplement the CCBCC Disclosure Schedule, subject to the CCBCC Parties' ability to amend or supplement the CCBCC Disclosure Schedule in accordance with Section 5.08(b).

Section 5.10 Release of Guarantees. The parties hereto agree to cooperate and use their reasonable best efforts to obtain the release of any CCR Party or any of the CCR Parties' Affiliates that is a party to any guarantee, performance bond, bid bond or other similar agreements with respect to the CCR Transferred Assets or the CCR Business that is set forth on Section 5.10 of the CCR Disclosure Schedule (the "CCR Guarantees"). If any of the CCR Guarantees are not released prior to or at the Closing, (a) the parties hereto will continue to cooperate and use their reasonable best efforts to obtain the release of any CCR Party or any of the CCR Parties' Affiliates that is a party to any such CCR Guarantee and (b) the CCBCC Parties will provide the CCR Parties at the Closing with a guarantee that indemnifies and holds the party to any such CCR Guarantee (whether a CCR Party or one of their Affiliates) harmless for any and all payments required to be made due to the post-Closing acts or omissions of the CCBCC Parties or their Affiliates under, and costs and expenses incurred in connection with, such CCR Guarantee by the party to any such CCR Guarantee (whether a CCR Party or one of their Affiliates) until such CCR Guarantee is released.

Section 5.11 Refunds and Remittances. After the Closing, (a) if any CCR Party or any of the CCR Parties' Affiliates receives any refund or other amount that is a CCR Transferred Asset or a CCBCC Excluded Asset, arises from operation of the CCR Business after the Closing or the operation of the CCBCC Business prior to the Closing or is otherwise properly due and owing to the CCBCC Parties or any of their Affiliates in accordance with the terms of this Agreement, such CCR Party or Affiliate shall receive and hold such payment, refund or amount in trust for the CCBCC Parties and shall remit, or cause to be remitted, to the CCBCC Parties such payment, refund or amount promptly (but in any event within sixty (60) days) after it receives such amount, and (b) if any CCBCC Party or any of the CCBCC Parties' Affiliates receives any refund or other amount that is a CCBCC Transferred Asset or a CCR Excluded

Asset, arises from the operation of the CCBCC Business after the Closing or arises from the operation of the CCR Business prior to the Closing, or is otherwise properly due and owing to the CCR Parties or any of their Affiliates in accordance with the terms of this Agreement, such CCBCC Party or Affiliate shall receive and hold such payment, refund or amount in trust for the CCR Parties and shall remit, or cause to be remitted, to the CCR Parties such payment, refund or amount promptly (but in any event within sixty (60) days) after it receives such amount.

Section 5.12 Use of Names. As soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the CCBCC Parties will, at their own expense, remove any and all exterior signs and other identifiers that indicate the CCR Parties' ownership of the CCR Business located on the CCR Real Property or any structures, facilities or improvements located thereon that refer or pertain to or that include the following names (except to the extent that the CCR Parties have provided their prior written consent to the CCBCC Parties' continued use thereof): "The Coca-Cola Company", "Coca-Cola Refreshments", "Coca-Cola Enterprises" or "Coca-Cola North America" (collectively, the "TCCC Names"). Additionally, as soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the CCBCC Parties will cease to use all letterhead, envelopes, invoices, supplies, labels, web site publications and other communications media of any kind included in the CCR Transferred Assets, which make reference to the TCCC Names and that indicate the CCR Parties' ownership of the CCR Business.

Section 5.13 Cooperation in Litigation. Each party hereto will cooperate with the other parties hereto in the defense or prosecution of any Action already instituted or which may be instituted hereafter against or by such party relating to or arising out of the conduct of the CCR Business or the CCBCC Business prior to the Closing (other than Actions between the parties arising out of the transactions contemplated hereby); provided that such cooperation does not unreasonably interfere with the operation of the CCR Business, the CCBCC Business, the CCR Parties' retained businesses or the CCBCC Parties' retained businesses, as applicable. The party requesting such cooperation shall pay the reasonably documented out-of-pocket expenses (including reasonable legal fees and disbursements) of the party providing such cooperation and of its employees and agents reasonably incurred in connection with providing such cooperation, but shall not be responsible to reimburse the party providing such cooperation for the salaries or costs of fringe benefits or other similar expenses paid by the party providing such cooperation to its employees and agents while assisting in the defense or prosecution of any such Action so long as such cooperation does not unreasonably interfere with the operation of the CCR Business, the CCBCC Business, the CCR Parties' retained businesses or the CCBCC Parties' retained businesses, as applicable.

Section 5.14 Product Quality Standards.

(a) CCR Pre-Closing Products Quality Standards.

(i) In the event that within ninety (90) days following the Closing any CCR Pre-Closing Product is returned by a customer or removed from the marketplace by the CCBCC Parties for any reason, the CCBCC Parties shall notify the CCR Parties in writing of such return or removal within fifteen (15) days following the expiration of

such ninety (90) day period, subject to reasonable verification by the CCR Parties within thirty (30) days after receipt of such notification. An amount equal to the cost that was paid for each such returned or removed product shall be paid by the CCR Parties to the CCBCC Parties, in cash, within thirty (30) days of the CCBCC Parties delivering written notice of any such return or removal, if such return or removal is verified by the CCR Parties pursuant to the preceding sentence.

(ii) The parties agree that (i) any CCR Pre-Closing Products included in inventory in the CCR Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCR Distribution Business as of the Closing that have a remaining shelf life of less than twenty-eight (28) days from the Closing, (ii) any CCR Pre-Closing Products included in inventory included in the CCR Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCR Production Business as of the Closing that have a remaining shelf life of less than sixty (60) days from the Closing or (iii) any raw materials deemed out of date under current CCR product standards (such items described in clauses (i), (ii) and (iii) of this Section 5.14(a)(ii) are (collectively referred to herein as the "CCR Obsolete Inventory") shall be considered obsolete and shall have a Net Book Value of $0 for purposes of calculating the CCR Net Working Capital Amount as of the Closing Date; provided, that the CCBCC Parties will be solely responsible for selling or otherwise disposing of such CCR Obsolete Inventory and will bear all expenses relating to any such sale or disposal.

(b) CCBCC Pre-Closing Products Quality Standards.

(i) In the event that within ninety (90) days following the Closing any CCBCC Pre-Closing Product is returned by a customer or removed from the marketplace by the CCR Parties or their designees for any reason, the CCR Parties or such designees shall notify the CCBCC Parties in writing of such return or removal within fifteen (15) days following the expiration of such ninety (90) day period, subject to reasonable verification by the CCBCC Parties within thirty (30) days after receipt of such notification. An amount equal to the cost that was paid for each such returned or removed product shall be paid by the CCBCC Parties to the CCR Parties or their designees, as applicable, in cash, within thirty (30) days of the CCR Parties or such designees delivering written notice of any such return or removal, if such return or removal is verified by the CCBCC Parties pursuant to the preceding sentence.

(ii) The parties agree that (i) any CCBCC Pre-Closing Products included in inventory in the CCBCC Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Distribution Business as of the Closing that have a remaining shelf life of less than twenty-eight (28) days from the Closing, (ii) any CCBCC Pre-Closing Products included in inventory included in the CCBCC Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Production Business as of the Closing that have a remaining shelf life of less than sixty (60) days from the Closing or (iii) any raw materials deemed out of date under current CCBCC product standards (such items described in clauses (i), (ii) and (iii) of this Section 5.14(b)(ii) are (collectively referred to

herein as the "CCBCC Obsolete Inventory") shall be considered obsolete and shall have a Net Book Value of $0 for purposes of calculating the CCBCC Net Working Capital Amount as of the Closing Date; provided, that the CCR Parties or their designees will be solely responsible for selling or otherwise disposing of such CCBCC Obsolete Inventory and will bear all expenses relating to any such sale or disposal.

Section 5.15 Title and Survey Matters.

(a) CCR Title and Survey Matters.

(i) The CCR Parties have delivered to the CCBCC Parties a copy of the most recent Existing Title Policy and a copy of the most recent Existing Survey of the CCR Real Property in their possession. Further and except as identified on Section 5.15(a)(i) of the CCR Disclosure Schedule, the CCR Parties have delivered to the CCBCC Parties or the CCBCC Parties have obtained, with respect to each parcel of CCR Owned Real Property and each parcel that is a CCR Critical Leased Property, (i) a commitment (each, a "Title Commitment") for an ALTA title insurance policy (whether owner's or leasehold, as applicable) issued by First American Title Insurance Company or another nationally recognized title insurance company, (ii) copies of the underlying exceptions reflected on the Title Commitment, and (iii) a Survey.

(ii) Prior to the Closing, the CCR Parties shall release or discharge (i) any mortgages and/or deeds of trust and any Tax liens or judgment liens encumbering the CCR Owned Real Property or any portion thereof or if applicable, the CCR Parties' leasehold estate in any CCR Critical Leased Property, in each case other than Permitted Liens, and (ii) any other Liens (other than Permitted Liens) on the CCR Owned Real Property or, if applicable, the CCR Parties' leasehold estate in any CCR Critical Leased Property (collectively, "CCR Title Defects"). The CCBCC Parties may obtain updates of the Title Commitments and Surveys with respect to the CCR Owned Real Property and the CCR Critical Leased Property and may deliver written notice of any additional CCR Title Defects disclosed by such updates and arising after the date of the applicable Title Commitment. If the CCBCC Parties give such written notice to the CCR Parties, the CCR Parties shall at their expense cause any such CCR Title Defects arising by, through or under any of the CCR Parties (but not otherwise) to be released and discharged, or otherwise cured, in full at or prior to the Closing; provided, in the event the CCR Parties are not able to cause such CCR Title Defects to be released and discharged in full at or prior to the Closing, then the CCR Parties shall at the CCR Parties' election, either (A) pay the amount of the applicable CCR Title Defect, if a liquidated sum, to the CCBCC Parties, or provide the CCBCC Parties a credit against any payment the CCBCC Parties are required to make under Section 2.09(d), if applicable, for such amount, (B) cause, at the CCR Parties' expense, the CCBCC Parties' title insurance company to "insure over" such CCR Title Defect shown in the title insurance policy (if any) obtained by the CCBCC Parties at the Closing for such CCR Owned Real Property or CCR Critical Leased Property, or (C) indemnify the CCBCC Parties against Losses arising out of such CCR Title Defect.

(iii) Each CCR Party that owns a parcel of CCR Owned Real Property or has a leasehold estate in a CCR Critical Leased Property agrees to cooperate with the CCBCC Parties in their efforts to obtain the Title Commitment and Survey and to execute, with respect to each parcel of CCR Owned Real Property or CCR Critical Leased Property, a customary title and/or gap indemnity affidavit (or certificate) as may reasonably be required by the title insurance company and other customary affidavits, provided any such affidavits (or certificates) are reasonably approved by the CCR Parties.

(iv) The parties agree that the cost of obtaining the Title Commitments, the title insurance policies (and any endorsements thereto) and the Surveys shall be paid by the parties in the manner provided on Section 10.01 of the CCR Disclosure Schedule. The parties also agree that the cost of obtaining any UCC searches and title searches in connection with the transactions contemplated by this Agreement shall be paid by the parties in the manner provided on Section 10.01 of the CCR Disclosure Schedule.

(b) CCBCC Title and Survey Matters.

(i) The CCBCC Parties have delivered to the CCR Parties a copy of the most recent Existing Title Policy and a copy of the most recent Existing Survey of the CCBCC Real Property in their possession. Further and except as identified on Section 5.15(b)(i) of the CCBCC Disclosure Schedule, the CCBCC Parties have delivered to the CCR Parties or the CCR Parties have obtained, with respect to each parcel of CCBCC Owned Real Property and each parcel that is a CCBCC Critical Leased Property, (i) a Title Commitment for an ALTA title insurance policy (whether owner's or leasehold, as applicable) issued by First American Title Insurance Company or another nationally recognized title insurance company, (ii) copies of the underlying exceptions reflected on the Title Commitment, and (iii) a Survey.

(ii) Prior to the Closing, the CCBCC Parties shall release or discharge (i) any mortgages and/or deeds of trust and any Tax liens or judgment liens encumbering the CCBCC Owned Real Property or any portion thereof or, if applicable, the CCBCC Parties' leasehold estate in any CCBCC Critical Leased Property, in each case other than Permitted Liens, and (ii) any other Liens (other than Permitted Liens) on the CCBCC Owned Real Property or, if applicable, the CCBCC Parties' leasehold estate in any CCBCC Critical Leased Property (collectively, "CCBCC Title Defects"). The CCR Parties may obtain updates of the Title Commitments and Surveys with respect to the CCBCC Owned Real Property and the CCBCC Critical Leased Property and may deliver written notice of any additional CCBCC Title Defects disclosed by such updates and arising after the date of the applicable Title Commitment. If the CCR Parties give such written notice to the CCBCC Parties, the CCBCC Parties shall at their expense cause any such CCBCC Title Defects arising by, through or under any of the CCBCC Parties (but not otherwise) to be released and discharged, or otherwise cured, in full at or prior to the Closing; provided, in the event the CCBCC Parties are not able to cause such CCBCC Title Defects to be released and discharged in full at or prior to the Closing, then the CCBCC Parties shall at the CCBCC Parties' election, either (A) pay the amount of the applicable CCBCC Title Defect, if a liquidated sum, to the CCR Parties or their designee, or provide the CCR Parties a credit against any payment the CCR Parties are required to make under Section 2.09(d), if applicable, for such amount, (B) cause, at the CCBCC

Parties' expense, the CCR Parties' title insurance company to "insure over" such CCBCC Title Defect shown in the title insurance policy (if any) obtained by the CCR Parties at the Closing for such CCBCC Owned Real Property or CCBCC Critical Leased Property, or (C) indemnify the CCR Parties and their designees against Losses arising out of such CCBCC Title Defect.

(iii) Each CCBCC Party that owns a parcel of CCBCC Owned Real Property or has a leasehold estate in a CCBCC Critical Leased Property agrees to cooperate with the CCR Parties in their efforts to obtain the Title Commitment and Survey and to execute, with respect to each parcel of CCBCC Owned Real Property or CCBCC Critical Leased Property, a customary title and/or gap indemnity affidavit (or certificate) as may reasonably be required by the title insurance company and other customary affidavits, provided any such affidavits (or certificates) are reasonably approved by the CCBCC Parties.

(iv) The parties agree that the cost of obtaining the Title Commitments, the title insurance policies (and any endorsements thereto) and the Surveys shall be paid by the parties in the manner provided on Section 10.01 of the CCBCC Disclosure Schedule. The parties also agree that the cost of obtaining any UCC searches and title searches in connection with the transactions contemplated by this Agreement shall be paid by the parties in the manner provided on Section 10.01 of the CCBCC Disclosure Schedule.

Section 5.16 Additional Parties.

(a) Additional CCR Parties. If, following the date hereof, the CCR Parties determine that any assets, properties or rights that would be CCR Transferred Assets if owned by the CCR Parties as of the date hereof are in fact owned by Affiliates of the CCR Parties which are not parties to this Agreement as of the date hereof, (i) the parties hereto and each such Affiliate of the CCR Parties shall execute a mutually agreeable joinder to this Agreement pursuant to which all such Affiliates shall be made a party to this Agreement and thereafter shall be considered "CCR Parties" for all purposes hereof or (ii) the CCR Parties shall cause such assets, properties or rights that are owned by such Affiliates that are not parties to this Agreement to be transferred to one or more CCR Parties prior to the Closing.

(b) Additional CCBCC Parties. If, following the date hereof, the CCBCC Parties determine that any assets, properties or rights that would be CCBCC Transferred Assets if owned by the CCBCC Parties as of the date hereof are in fact owned by Affiliates of the CCBCC Parties which are not parties to this Agreement as of the date hereof, (i) the parties hereto and each such Affiliate of the CCBCC Parties shall execute a mutually agreeable joinder to this Agreement pursuant to which all such Affiliates shall be made a party to this Agreement and thereafter shall be considered "CCBCC Parties" for all purposes hereof or (ii) the CCBCC Parties shall cause such assets, properties or rights that are owned by such Affiliates that are not parties to this Agreement to be transferred to one or more CCBCC Parties prior to the Closing.

Section 5.17 Shared Contracts.

(a) CCR Shared Contracts. Prior to the Closing, each of the CCR Parties and the CCBCC Parties shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to obtain from, and to cooperate in obtaining from, and shall, and shall cause their respective Affiliates to, enter into with, each third party to a CCR Shared Contract, either (i) a separate contract or agreement in a form reasonably acceptable to CCR and CCBCC (a "CCR New Contract") that allocates the rights and obligations of the CCR Parties and their Affiliates under each such CCR Shared Contract as between the CCR Business, on the one hand, and the retained business of the CCR Parties and their Affiliates, on the other hand, and which are otherwise substantially similar in all material respects to such CCR Shared Contract, or (ii) a contract or agreement in a form reasonably acceptable to CCR and CCBCC effective as of the Closing (the "CCR Partial Assignments and Releases") that (A) assigns the rights and obligations under such CCR Shared Contract solely to the extent related to the CCR Business and arising after the Closing to the CCBCC Parties and (B) releases the CCR Parties and their Affiliates from all liabilities or obligations with respect to the CCR Business that arise after the Closing. Any CCR New Contracts that relate to the CCR Business (the "CCR New Business Contracts") shall be entered into by a CCBCC Party or an Affiliate effective as of the Closing and shall allocate to the CCBCC Party or the Affiliate (as applicable) all rights and obligations of the CCR Parties or their Affiliates (as applicable) under the applicable CCR Shared Contract being replaced to the extent such rights and obligations relate to the CCR Business and arise after the Closing. All purchase commitments under the CCR Shared Contracts shall be allocated under the CCR New Business Contracts or the CCR Partial Assignments and Releases as between the CCR Business, on the one hand, the retained business of the CCR Parties and their Affiliates, on the other hand, in an equitable manner that is mutually and reasonably agreed to by the CCBCC Parties and the CCR Parties. In connection with the entering into of CCR New Business Contracts, the parties shall use their reasonable best efforts to ensure that the CCR Parties and their Affiliates are released by the third party with respect to all liabilities and obligations relating to the CCR Business and arising after the Closing.

In the event that any third party under a CCR Shared Contract does not agree to enter into a CCR New Business Contract or CCR Partial Assignment and Release consistent with this Section 5.17(a), the parties shall in good faith seek mutually acceptable alternative arrangements for purposes of allocating rights and liabilities and obligations under such CCR Shared Contract (provided, that such arrangements shall not result in a breach or violation of such CCR Shared Contract by the CCR Parties). Such alternative arrangements may include a subcontracting, sublicensing or subleasing arrangement under which the CCBCC Parties would, in compliance with Law, obtain the benefits under, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with, such CCR Shared Contract solely to the extent related to the CCR Business (or applicable portion thereof) or under which the CCR Parties would, upon the CCBCC Parties' request, enforce for the benefit (and at the expense) of the CCBCC Parties any and all of CCR Parties' rights against such third party under such CCR Shared Contract solely to the extent related to the CCR Business (or applicable portion thereof), and the CCR Parties would promptly pay to the CCBCC Parties when received all monies received by them under such CCR Shared Contract solely to the extent related to the CCR Business (or applicable portion thereof). The parties also confirm their present intent to continue in the ordinary course of business consistent with past practice to uphold their respective commitments and cost sharing arrangements regarding sponsored marketing properties relating to the CCR Business, to the extent those are mutually agreed upon from time to time. The CCR

Parties shall provide a list of all CCR Material Contracts and CCR Shared Contracts in which such currently existing commitments and cost sharing arrangements are documented, and, with respect to such CCR Shared Contracts, which are related to the CCR Business, as soon as reasonably practicable after the date hereof but in any event within the earlier to occur of (x) the date that is forty-five (45) days following the date hereof and (y) the Closing Date, and shall promptly notify the CCBCC Parties of any contract or agreement entered into between the date hereof and the Closing Date in accordance with Section 5.01(a) in which any such arrangements are documented and which, had such contract or agreement been entered into prior to the date hereof, would have been a CCR Material Contract required to be set forth on Section 3.12(a) of the CCR Disclosure Schedule or a CCR Shared Contract required to be set forth on Section 3.12(b) of the CCR Disclosure Schedule.

(b) CCBCC Shared Contracts. Prior to the Closing, each of the CCBCC Parties and the CCR Parties shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to obtain from, and to cooperate in obtaining from, and shall, and shall cause their respective Affiliates to, enter into with, each third party to a CCBCC Shared Contract, either (i) a separate contract or agreement in a form reasonably acceptable to CCBCC and CCR (a "CCBCC New Contract") that allocates the rights and obligations of the CCBCC Parties and their Affiliates under each such CCBCC Shared Contract as between the CCBCC Business, on the one hand, and the retained business of the CCBCC Parties and their Affiliates, on the other hand, and which are otherwise substantially similar in all material respects to such CCBCC Shared Contract, or (ii) a contract or agreement in a form reasonably acceptable to CCBCC and CCR effective as of the Closing (the "CCBCC Partial Assignments and Releases") that (A) assigns the rights and obligations under such CCBCC Shared Contract solely to the extent related to the CCBCC Business and arising after the Closing to the CCR Parties and (B) releases the CCBCC Parties and their Affiliates from all liabilities or obligations with respect to the CCBCC Business that arise after the Closing. Any CCBCC New Contracts that relate to the CCBCC Business (the "CCBCC New Business Contracts") shall be entered into by a CCR Party or an Affiliate effective as of the Closing and shall allocate to the CCR Party or the Affiliate (as applicable) all rights and obligations of the CCBCC Parties or their Affiliates (as applicable) under the applicable CCBCC Shared Contract being replaced to the extent such rights and obligations relate to the CCBCC Business and arise after the Closing. All purchase commitments under the CCBCC Shared Contracts shall be allocated under the CCBCC New Business Contracts or the CCBCC Partial Assignments and Releases as between the CCBCC Business, on the one hand, and the retained business of the CCBCC Parties and their Affiliates, on the other hand, in an equitable manner that is mutually and reasonably agreed to by the CCR Parties and the CCBCC Parties. In connection with the entering into of CCBCC New Business Contracts, the parties shall use their reasonable best efforts to ensure that the CCBCC Parties and their Affiliates are released by the third party with respect to all liabilities and obligations relating to the CCBCC Business and arising after the Closing.

In the event that any third party under a CCBCC Shared Contract does not agree to enter into a CCBCC New Business Contract or CCBCC Partial Assignment and Release consistent with this Section 5.17(b), the parties shall in good faith seek mutually acceptable alternative arrangements for purposes of allocating rights and liabilities and obligations under such CCBCC Shared Contract (provided that such arrangements shall not result in a breach or violation of such CCBCC Shared Contract by the CCBCC Parties). Such alternative arrangements may include a

subcontracting, sublicensing or subleasing arrangement under which the CCR Parties would, in compliance with Law, obtain the benefits under, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with, such CCBCC Shared Contract solely to the extent related to the CCBCC Business (or applicable portion thereof) or under which the CCBCC Parties would, upon the CCR Parties' request, enforce for the benefit (and at the expense) of the CCR Parties any and all of CCBCC Parties' rights against such third party under such CCBCC Shared Contract solely to the extent related to the CCBCC Business (or applicable portion thereof), and the CCBCC Parties would promptly pay to the CCR Parties when received all monies received by them under such CCBCC Shared Contract solely to the extent related to the CCBCC Business (or applicable portion thereof). The parties also confirm their present intent to continue in the ordinary course of business consistent with past practice to uphold their respective commitments and cost sharing arrangements regarding sponsored marketing properties relating to the CCBCC Business, to the extent those are mutually agreed upon from time to time. The CCBCC Parties shall provide a list of all CCBCC Material Contracts and CCBCC Shared Contracts in which such currently existing commitments and cost sharing arrangements are documented, and, with respect to such CCBCC Shared Contracts, which are related to the CCBCC Business, as soon as reasonably practicable after the date hereof but in any event within the earlier to occur of (x) the date that is forty-five (45) days following the date hereof and (y) the Closing Date, shall promptly notify the CCR Parties of any contract or agreement entered into between the date hereof and the Closing Date in accordance with Section 5.01(b) in which any such arrangements are documented and which, had such contract or agreement been entered into prior to the date hereof, would have been a CCBCC Material Contract required to be set forth on Section 4.12(a) of the CCBCC Disclosure Schedule or a CCBCC Shared Contract required to be set forth on Section 4.12(b) of the CCBCC Disclosure Schedule.

Section 5.18 Pre-Closing Repairs; Certain Credits; Certain Payments.

(a) Prior to the Closing, the CCR Parties will complete certain repairs to be made to, and take such other actions with respect to, the CCR Transferred Assets to be transferred at the Closing which are described on Section 5.18(a) of the CCR Disclosure Schedule or which are mutually agreed to by the CCBCC Parties and the CCR Parties in writing after the date hereof but prior to the Closing. At the Closing, the CCR Parties will provide the CCBCC Parties with certain credits against any amounts payable by the CCBCC Parties to the CCR Parties hereunder or make certain payments to the CCBCC Parties, in each case, as described on Section 5.18(a) of the CCR Disclosure Schedule or as may be mutually agreed to by the CCBCC Parties and the CCR Parties in writing after the date hereof but prior to the Closing.

(b) At the Closing, the CCBCC Parties will make the payment to the CCR Parties described on Section 5.18(b) of the CCR Disclosure Schedule.

(c) Prior to the Closing, the CCBCC Parties will complete certain repairs to be made to, and take such other actions with respect to, the CCBCC Transferred Assets to be transferred at the Closing which are described on Section 5.18(c) of the CCBCC Disclosure Schedule or which are mutually agreed to by the CCR Parties and the CCBCC Parties in writing after the date hereof but prior to the Closing. At the Closing, the CCBCC Parties will provide

the CCR Parties with certain credits against any amounts payable by the CCR Parties to the CCBCC Parties hereunder or make certain payments to the CCR Parties, in each case, as described on Section 5.18(c) of the CCBCC Disclosure Schedule or as may be mutually agreed to by the CCR Parties and the CCBCC Parties in writing after the date hereof but prior to the Closing.

Section 5.19 Environmental Responsibilities.

(a) The CCR Parties have ordered, or as soon as reasonably practicable following the date hereof the CCR Parties will order, Phase II Environmental Assessments to be performed by Antea Group for each piece of the CCR Real Property with respect to which a Phase I Environmental Assessment recommended that such Phase II Environmental Assessments should be performed. The cost of such assessments shall be paid by the parties in the manner set forth in Section 10.01 of the CCR Disclosure Schedule. If, due to the passage of time, certain portions of the Phase I Environmental Assessments for the CCR Real Property will not meet the American Society for Testing and Materials Standard 1527-05 for timeliness as of the Closing Date then, not more than 180 days prior to the Closing Date, the CCR Parties will cause Antea Group (or, if Antea Group is unable or unwilling to take such assignment, another environmental consulting firm to be mutually agreed upon by the parties hereto) to prepare updates to such Phase I Environmental Assessments, or any portion thereof, to the extent necessary to ensure that such Phase I Environmental Assessments will be updated to meet the American Society for Testing and Materials Standard 1527-05. If Antea Group (or such other environmental consulting firm) is unable to complete such updates to such Phase I Environmental Assessments by the Closing, the parties hereto will cause such updates to be completed as soon as reasonably practicable after the Closing. The cost of such update shall be paid by the parties in the same manner as the cost of the Phase I Environmental Assessments as reflected in Section 10.01 of the CCR Disclosure Schedule.

(b) As soon as reasonably practicable following the date hereof, the CCR Parties shall at their expense determine whether applicable Environmental Law requires that any REC or the Environmental Activity associated with such REC be reported to a Governmental Authority with jurisdiction over the matter (an "Agency Notification"). If an Agency Notification of a REC or Environmental Activity is required (i) prior to the Closing related to the CCR Real Property the CCR Parties shall make such Agency Notification and promptly provide a copy of such Agency Notification to the CCBCC Parties, or (ii) after the Closing related to the CCR Real Property, the CCBCC Parties shall make such Agency Notification and promptly provide a copy of such Agency Notification to the CCR Parties or their designees. After such Agency Notification is made, the CCR Parties shall perform, or cause to be performed, the appropriate Environmental Activity, and the CCR Parties shall obtain the written concurrence of the appropriate Governmental Authority that no further action is necessary in respect of such REC to otherwise achieve the Acceptable Regulatory Standards.

(c) In the event an Agency Notification of a REC is not required by applicable Environmental Law, then the CCR Parties shall at their expense perform, or cause to be performed, the related Environmental Activity until such time as the CCR Parties' environmental consultant delivers a reliance letter to the CCBCC Parties which indicates that, in such consultant's opinion, no further action is necessary to otherwise achieve the Acceptable

Regulatory Standards; provided, however, in the event that a Governmental Authority subsequently determines that additional Environmental Activities relating to the REC are required to achieve Acceptable Regulatory Standards, then the CCR Parties shall at their own expense perform, or cause to be performed, such additional Environmental Activities promptly and in accordance with applicable Environmental Laws.

(d) In the event that, as of the Closing, the CCR Parties have not completed any Environmental Activities specified in this Section 5.19 then the parties shall enter into a mutually acceptable access agreement providing the CCR Parties' (and their Representatives or designees) access to the applicable CCR Real Property after the Closing for purposes of completing such Environmental Activities. The CCR Parties shall provide copies to the CCBCC Parties of all correspondence with a Governmental Authority regarding any matters subject of an Agency Notification, as well as all work plans, notices, submissions, field work, and final reports that are related to the Environmental Activities.

Section 5.20 Vehicle Titles and Registrations.

(a) The CCR Parties shall use reasonable best efforts to deliver, or cause to be delivered, to the CCBCC Parties, at or prior to the Closing, all title certificates and registrations (as appropriate and as applicable) for the motor vehicles, rolling stock and other certificated assets included in the CCR Transferred Assets (collectively, the "CCR Titled Vehicles"), together with, if applicable, bills of sale and other instruments of transfer which may be required under applicable law to complete the transfer of the record ownership thereof, duly executed and completed in favor of the CCBCC Parties or such other party as the CCBCC Parties may designate for such purposes (such duly completed title certificates and registrations, the "CCR Completed Title Documents"). As soon as reasonably practical after the Closing, the CCR Parties shall deliver, or cause to be delivered, to the CCBCC Parties all CCR Completed Title Documents that the CCR Parties were unable to deliver to the CCBCC Parties at or prior to the Closing. To the extent that CCR Completed Title Documents for any CCR Titled Vehicles are not delivered to the CCBCC Parties at or prior to the Closing, the CCR Parties shall use reasonable best efforts to ensure that such CCR Titled Vehicles are properly titled and registered for legal operation on federal, state and local roadways until such times as CCR Completed Title Documents for such CCR Titled Vehicles are delivered to the CCBCC Parties.

(b) The CCBCC Parties shall use reasonable best efforts to deliver, or cause to be delivered, to the CCR Parties or their designees, at or prior to the Closing, all title certificates and registrations (as appropriate and as applicable) for the motor vehicles, rolling stock and other certificated assets included in the CCBCC Transferred Assets (collectively, the "CCBCC Titled Vehicles"), together with, if applicable, bills of sale and other instruments of transfer which may be required under applicable law to complete the transfer of the record ownership thereof, duly executed and completed in favor of the CCR Parties or their designees or such other party as the CCR Parties or their designees may designate for such purposes (such duly completed title certificates and registrations, the "CCBCC Completed Title Documents"). As soon as reasonably practical after the Closing, the CCBCC Parties shall deliver, or cause to be delivered, to the CCR Parties or their designees all CCBCC Completed Title Documents that the CCBCC Parties were unable to deliver to the CCR Parties or their designees at or prior to the Closing. To the extent that CCBCC Completed Title Documents for any CCBCC Titled Vehicles are not

delivered to the CCR Parties or their designees at or prior to the Closing, the CCBCC Parties shall use reasonable best efforts to ensure that such CCBCC Titled Vehicles are properly titled and registered for legal operation on federal, state and local roadways until such times as CCBCC Completed Title Documents for such CCBCC Titled Vehicles are delivered to the CCR Parties or their designees.

Section 5.21 Leased CCR Tangible Personal Property. With respect to any trucks, trailers and forklifts that are part of the CCR Tangible Personal Property included in the CCR Transferred Assets that are leased by the CCR Parties or their Affiliates pursuant to a capital or finance lease and are subject to a Lien in favor of the lessor thereunder, the CCR Parties shall take such actions prior to the Closing as necessary to purchase such trucks, trailers and forklifts, and to deliver good and clear title to such trucks, trailers and forklifts to the CCBCC Parties at the Closing at no additional cost to the CCBCC Parties; provided, however, that if the CCR Parties are unable to purchase such trucks, trailers and forklifts prior to the Closing or if the CCR Parties are otherwise unable to deliver the title to any such trucks, trailers and forklifts at the Closing, the CCR Parties and the CCBCC Parties will enter into a vehicle lease with respect to such trucks, trailers and forklifts, whereby the CCR Parties will lease such trucks, trailers and forklifts to the CCBCC Parties at no further cost to the CCBCC Parties until such time as the CCR Parties can purchase such trucks, trailers and forklifts and provide, at no additional cost to the CCBCC Parties, good and clear title to such trucks, trailers and forklifts to the CCBCC Parties, provided that pursuant to the terms of the vehicle lease the CCBCC Parties will fully insure such trucks, trailers and forklifts.

Section 5.22 National Food Service and Warehouse Juice Businesses; Non-DSD Businesses.

(a) The parties hereto (or their applicable Affiliates) will use their reasonable good faith efforts to reasonably mutually agree upon one (1) or more legally binding agreements with respect to the CCBCC Parties' economic participation in TCCC's and its applicable Affiliates' existing U.S. national food service and warehouse juice businesses, on commercially reasonable terms and conditions to be negotiated in good faith by the parties hereto (whether one (1) or more, and together with the agreement(s) referred to in subsection (b) below, the "Economic Participation Agreement"). The parties hereto acknowledge that, while they will work towards the execution of the Economic Participation Agreement with respect to the U.S. national food service and warehouse juice businesses as soon as reasonably practicable, the execution of such Economic Participation Agreement is not a condition to the Closing.

(b) Additionally, the parties hereto (or their applicable Affiliates) will use their reasonable good faith efforts to reach alignment on the key business principles of the CCBCC Parties' economic participation in all future non-direct store delivery products or business models of TCCC and its applicable Affiliates (including all future beverages, beverage components, and other beverage products distributed by means other than direct store delivery). The parties' mutual intent is that their alignment on these key business principles will be the next milestone in the process of good faith negotiation and execution of the Economic Participation Agreement regarding future non-direct store delivery products or business models. The parties hereto acknowledge that, while they will work towards such alignment on key principles and the subsequent execution of the Economic Participation Agreement regarding future non-direct store delivery products or business models as soon as reasonably practicable, neither alignment on key principles nor the execution of such Economic Participation Agreement is a condition to the Closing.

Section 5.23 Additional Financial Information for the CCR Business. The CCR Parties shall, and shall cause their Affiliates to, and shall use reasonable best efforts to cause their Representatives to, provide to the CCBCC Parties (a) the financial statements of the CCR Business, including any accountant's report, and (b) such other financial information as is reasonably necessary to prepare pro forma financial statements, in each case, that the CCBCC Parties reasonably determine are required, pursuant to the applicable provisions of Regulation S-X under the Securities Act of 1933, as amended, specified in Item 9.01 of Form 8-K, to be filed by the CCBCC Parties in connection with the Closing, such financial statements and other financial information to be delivered as promptly as reasonably practical, but in any event at least fifteen (15) days prior to the time that the CCBCC Parties are required to file such financial statements pursuant to applicable securities Laws in connection with the Closing.

ARTICLE VI

TAX MATTERS

Section 6.01 Tax Matters. The CCR Parties and the CCBCC Parties are equally sharing the liability for all transfer, sales, use, stamp, conveyance, recording, registration, documentary, filing and other similar Taxes arising in connection with the consummation of the transactions contemplated by this Agreement ("Transaction Taxes"). If the CCR Parties have the primary responsibility to collect and/or pay the Transaction Taxes to the appropriate Tax jurisdiction, the CCR Parties shall provide the CCBCC Parties with the calculation of the applicable Transaction Taxes (together with reasonable supporting documentation if requested by the CCBCC Parties) and the CCBCC Parties shall reimburse the CCR Parties for their fifty percent (50%) share of the liability with respect to such Transaction Taxes within thirty (30) days after receiving the calculation thereof. Conversely, if the CCBCC Parties have the primary responsibility to collect and/or pay the Transaction Taxes to the appropriate Tax jurisdiction, the CCBCC Parties shall provide the CCR Parties with the calculation of the applicable Transaction Taxes (together with reasonable supporting documentation if requested by the CCR Parties) and the CCR Parties shall reimburse the CCBCC Parties for their fifty percent (50%) share of the liability with respect to such Transaction Taxes within thirty (30) days after receiving the calculation thereof. Each party shall remit the applicable Transaction Taxes to the appropriate Tax jurisdiction on a timely basis as required under Law. Each party shall promptly deliver notice to the other parties in the event it receives a notice from a Governmental Authority regarding any such Transaction Tax. In addition, in the event a Governmental Authority commences an audit in respect of any such Transaction Taxes, the CCR Parties and the CCBCC Parties shall cooperate to produce documentation to support that the Transaction Tax was satisfied or arose from a transaction that is nontaxable. Each of the CCBCC Parties and the CCR Parties agrees to timely sign and deliver (or to cause to be timely signed and delivered) such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns with respect to, such Transaction Taxes.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.01 Conditions to Each Party's Obligations. The respective obligations of the CCBCC Parties and the CCR Parties to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by the CCBCC Parties or the CCR Parties, each in their sole discretion, provided that such waiver shall be effective only as to the obligations of the party waiving such condition:

(a) Injunction. There shall be in effect no Law or Governmental Order to the effect that the transfer of the CCR Transferred Assets, the transfer of the CCBCC Transferred Assets or the other transactions contemplated by this Agreement may not be consummated as provided in this Agreement, no Action shall have been commenced by any Governmental Authority for the purpose of obtaining any such Governmental Order, and no written notice shall have been received from any Governmental Authority indicating an intent to restrain, prevent, materially delay or restructure the transactions contemplated by this Agreement.

(b) Governmental Consents. All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, all Governmental Authorities required in connection with the execution, delivery or performance of this Agreement shall have been obtained or made.

(c) HSR Act. The waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act, if applicable, shall have expired or been terminated.

(d) CCR Business Third Party Consents. The CCR Parties shall have obtained and delivered to the CCBCC Parties the written consents, notices, waivers, agreements or other documents with respect to the Persons set forth on Section 7.01(d) of the CCR Disclosure Schedule with respect to the CCR Business (all such consents, notices, waivers, agreements and other documents shall be in full force and effect on and following the Closing); provided, however, that any such consent, notice, waiver, agreement or other document is in form and substance reasonably satisfactory to the CCBCC Parties. The parties acknowledge that the process of obtaining such written consents, notices, waivers, agreements or other documents may, in the case of third party brand owners, include negotiation of certain terms by the CCBCC Parties directly with such third party brand owners.

(e) CCBCC Business Third Party Consents. The CCBCC Parties shall have obtained and delivered to the CCR Parties the written consents, notices, waivers, agreements or other documents with respect to the Persons set forth on Section 7.01(e) of the CCBCC Disclosure Schedule with respect to the CCBCC Business (all such consents, notices, waivers, agreements and other documents shall be in full force and effect on and following the Closing); provided, however, that any such consent, notice, waiver, agreement or other document is in form and substance reasonably satisfactory to the CCR Parties. The parties acknowledge that the process of obtaining such written consents, notices, waivers, agreements or other documents may, in the case of third party brand owners, include negotiation of certain terms by the CCR Parties (or their designees) directly with such third party brand owners.

(f) Financial Methodologies. The CCR Parties and the CCBCC Parties shall have mutually reasonably agreed with respect to (i) the resolution of the matters identified on Section 7.01(f) of the CCR Disclosure Schedule related to the financial methodology underlying the preparation of the CCR 2016 Distribution Data, the CCR 2016 Production Data and the CCR Closing Financial Information, and (ii) the resolution of the matters identified on Section 7.01(f) of the CCBCC Disclosure Schedule related to the financial methodology underlying the preparation of the CCBCC 2016 Distribution Data, the CCBCC 2016 Production Data and the CCBCC Closing Financial Information.

(g) Fleet Assets. The CCR Parties and the CCBCC Parties shall have mutually agreed that (i) the operating condition and average age of the trucks, trailers and forklifts included in the CCR Transferred Assets are reasonably consistent with the operating condition and average age of such trucks, trailers and forklifts as of the date of this Agreement and (ii) the operating condition and average age of the trucks, trailers and forklifts included in the CCBCC Transferred Assets are reasonably consistent with the operating condition and average age of such trucks, trailers and forklifts as of the date of this Agreement.

(h) Vending Equipment Assets. The CCR Parties and the CCBCC Parties shall have mutually agreed that (i) the operating condition and average age of the vending equipment included in the CCR Transferred Assets are reasonably acceptable and (ii) the operating condition and average age of the vending equipment included in the CCBCC Transferred Assets are reasonably acceptable.

(i) Simultaneous Closing. The closing under that certain Asset Purchase Agreement, dated as of the date hereof, between CCR and CCBCC shall have been completed simultaneously with the Closing hereunder.

Section 7.02 Conditions to Obligations of the CCR Parties. The obligations of the CCR Parties to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment by the CCBCC Parties or written waiver by the CCR Parties, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the CCBCC Parties contained in this Agreement which are qualified by “material”, “in all material respects”, “CCBCC Material Adverse Effect” and words of similar meaning shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all respects as of such date, and (B) the representations and warranties of the CCBCC Parties contained in this Agreement which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all material respects as of such date; (ii) the

covenants contained in this Agreement to be complied with by the CCBCC Parties on or before the Closing shall have been complied with in all material respects; and (iii) the CCR Parties shall have received a certificate of the CCBCC Parties as to the satisfaction of Sections 7.02(a)(i) and 7.02(a)(ii) signed by a duly authorized executive officer of each of the CCBCC Parties.

(b) No CCBCC Material Adverse Effect. On or prior to the Closing Date, there shall not have occurred any CCBCC Material Adverse Effect.

(c) Employee Matters Agreement. Each of the CCBCC Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCR Parties the Employee Matters Agreement.

(d) Transition Services Agreement. Each of the CCBCC Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCR Parties the Transition Services Agreement, if applicable.

(e) CBA Amendment. CCBCC shall have executed and delivered to the CCR Parties the CBA Amendment.

(f) RMA Amendment. CCBCC shall have executed and delivered to the CCR Parties the RMA Amendment.

Section 7.03 Conditions to Obligations of the CCBCC Parties. The obligations of the CCBCC Parties to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment by the CCR Parties or written waiver by the CCBCC Parties, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the CCR Parties contained in this Agreement that are qualified by “material”, “in all material respects”, “CCR Material Adverse Effect” and words of similar meaning shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all respects as of such date, and (B) the representations and warranties of the CCR Parties contained in this Agreement that are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all material respects as of such date; (ii) the covenants contained in this Agreement to be complied with by the CCR Parties on or before the Closing shall have been complied with in all material respects; and (iii) the CCBCC Parties shall have received a certificate of the CCR Parties as to the satisfaction of Sections 7.03(a)(i) and 7.03(a)(ii) signed by a duly authorized representative of each CCR Party.

(b) No CCR Material Adverse Effect. On or prior to the Closing Date, there shall not have occurred any CCR Material Adverse Effect.

(c) Employee Matters Agreement. Each of the CCR Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCBCC Parties the Employee Matters Agreement.

(d) Transition Services Agreement. Each of the CCR Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCBCC Parties the Transition Services Agreement, if applicable.

(e) CCR Funding Letter. TCCC shall have executed and delivered, or caused to be executed and delivered, to the CCBCC Parties, the CCR Funding Letter.

(f) CBA Amendment. TCCC and CCR shall have executed and delivered to the CCBCC Parties the CBA Amendment.

(g) RMA Amendment. TCCC shall have executed and delivered to the CCBCC Parties the RMA Amendment.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.01 Termination. This Agreement may be terminated prior to the Closing:

(a) by the mutual written consent of the CCR Parties and the CCBCC Parties;

(b) by either the CCR Parties or the CCBCC Parties, if the Closing shall not have occurred on or prior to December 31, 2017 (the "End Date"); provided, however, that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any party whose failure to take any action required to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;

(c) by the CCR Parties, if there has been a breach of any covenant or other agreement made by the CCBCC Parties in this Agreement, or any representation or warranty of the CCBCC Parties in this Agreement shall have been untrue or inaccurate or shall have become untrue or inaccurate (subject to the CCBCC Parties' right to cure as set forth herein), in each case which breach, untruth or inaccuracy (i) would give rise to a failure of the condition set forth in Section 7.02(a) or Section 7.02(b) (a "Terminating CCBCC Breach") and (ii) has not been (A) waived in writing by the CCR Parties or (B) cured by the CCBCC Parties, within thirty (30) days after written notice from the CCR Parties of such Terminating CCBCC Breach is received by the CCBCC Parties (such notice to describe such Terminating CCBCC Breach in reasonable detail);

(d) by the CCBCC Parties, if there has been a breach of any covenant or other agreement made by the CCR Parties in this Agreement, or any representation or warranty of the CCR Parties in this Agreement shall have been untrue or inaccurate or shall have become untrue or inaccurate (subject to the CCR Parties' right to cure as set forth herein), in each case which breach, untruth or inaccuracy (i) would give rise to a failure of the condition set forth in Section

7.03(a) or Section 7.03(b) (a "Terminating CCR Breach") and (ii) has not been (A) waived in writing by the CCBCC Parties or (B) cured by the CCR Parties, within thirty (30) days after written notice from the CCBCC Parties of such Terminating CCR Breach is received by the CCR Parties (such notice to describe such Terminating CCR Breach in reasonable detail);

(e) by the CCR Parties, pursuant to Section 5.08(b); and

(f) by the CCBCC Parties, pursuant to Section 5.08(a).

Section 8.02 Notice of Termination. Any party desiring to terminate this Agreement pursuant to Section 8.01 shall give written notice of such termination to the other party or parties, as the case may be, to this Agreement.

Section 8.03 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability on the part of any party to this Agreement, except as set forth in this Section 8.03 (Effect of Termination), Section 5.04 (Confidentiality) and Article X (General Provisions); provided, however, that nothing in this Agreement shall relieve either the CCR Parties or the CCBCC Parties from liability for any willful breach of this Agreement or willful failure to perform their obligations under this Agreement.

Section 8.04 Extension; Waiver. At any time after the date hereof, either the CCR Parties or the CCBCC Parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any of the agreements or conditions contained in this Agreement, but such waiver of compliance with such agreements or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one (1) or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

ARTICLE IX

INDEMNIFICATION

Section 9.01 Survival. The representations and warranties of the CCR Parties and the CCBCC Parties contained in or made pursuant to this Agreement shall survive in full force and effect until the date that is eighteen (18) months after the Closing Date, at which time they shall terminate (and no claims shall be made for indemnification under Sections 9.02(a)(i) or 9.03(a)(i) thereafter); provided, however, that the representations and warranties made in Sections 3.01 (Incorporation, Qualification and Authority of the CCR Parties), 3.02(a) (No Conflict), 3.08(a) (Assets), 3.21 (Brokers) (collectively, the "CCR Fundamental

Representations"), 4.01 (Incorporation, Qualification and Authority of the CCBCC Parties), 4.02(a) (No Conflict), 4.08(a) (Assets), and 4.21 (Brokers) (collectively, the "CCBCC Fundamental Representations") shall survive the Closing indefinitely, the representations and warranties made in Sections 3.11 (Environmental Matters) and 4.11 (Environmental Matters) shall survive until the date that is five (5) years after the Closing Date, and the representations and warranties made in Sections 3.14 (Employee Benefits Matters), 4.14 (Employee Benefits Matters), 3.22 (Tax Matters) and 4.22 (Tax Matters) shall survive until the date that is three (3) years after the Closing Date, at which time they shall terminate; and provided, further, that the covenants and agreements that by their terms apply or are to be performed in whole or in part after the Closing Date, shall survive for the period provided in such covenants and agreements, if any, or until fully performed.

Section 9.02 Indemnification by the CCR Parties.

(a) From and after the Closing, the CCR Parties shall indemnify, defend and hold harmless the CCBCC Parties and their Affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "CCBCC Indemnified Parties") against, and reimburse any CCBCC Indemnified Party for, all Losses that such CCBCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) the inaccuracy or breach of any representations or warranties made by the CCR Parties in this Agreement or in the certificates furnished by the CCR Parties pursuant to Sections 2.07(h) and 7.03(a);

(ii) any breach or failure by the CCR Parties to perform any of their covenants or obligations contained in this Agreement;

(iii) any claim or cause of action by any Person against any CCBCC Indemnified Party with respect to the ownership, operation or use of the CCBCC Transferred Assets or the operations of the CCBCC Business to the extent arising as a result of an event, occurrence or action occurring after the Closing, except to the extent that the underlying matter giving rise to such claim or cause of action is one in which a CCBCC Indemnified Party is otherwise responsible;

(iv) any CCR Excluded Liability (including the failure of the CCR Parties to perform or in due course pay and discharge any CCR Excluded Liability); or

(v) any CCBCC Assumed Liability (including the failure of the CCR Parties or their Affiliates to perform or in due course pay and discharge any CCBCC Assumed Liability).

(b) Notwithstanding any other provision of this Agreement to the contrary, (i) the CCR Parties shall not be required to indemnify, defend or hold harmless any CCBCC Indemnified Party against, or reimburse any CCBCC Indemnified Party for, any Losses pursuant to Section 9.02(a)(i) until the aggregate amount of the CCBCC Indemnified Parties' Losses exceeds a dollar amount equal to $1,548,874.37 (the "CCR Deductible Amount"), after which the CCR Parties shall be obligated for all Losses of the CCBCC Indemnified Parties pursuant to Section 9.02(a)(i) in excess of the CCR Deductible Amount up to a dollar amount equal to

$15,488,743.72; provided, however, that the limitations on indemnification set forth in this Section 9.02(b)(i) shall not apply to any indemnification claim brought as a result of the inaccuracy or breach of any of the CCR Fundamental Representations; (ii) the cumulative indemnification obligation of the CCR Parties under Section 9.02(a)(i) shall in no event exceed the CCR Initial Brand Amount; and (iii) the indemnification obligation of the CCR Parties under Section 9.02(a)(i) with respect to a breach of Section 3.22 (Tax Matters) shall not be subject to the CCR Deductible Amount.

Section 9.03 Indemnification by the CCBCC Parties.

(a) From and after the Closing, the CCBCC Parties shall indemnify, defend and hold harmless the CCR Parties and their Affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "CCR Indemnified Parties") against, and reimburse any CCR Indemnified Party for, all Losses that such CCR Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) the inaccuracy or breach of any representations or warranties made by the CCBCC Parties in this Agreement or in the certificates furnished by the CCBCC Parties pursuant to Sections 2.08(h) and 7.02(a);

(ii) any breach or failure by the CCBCC Parties to perform any of their covenants or obligations contained in this Agreement;

(iii) any claim or cause of action by any Person against any CCR Indemnified Party with respect to the ownership, operation or use of the CCR Transferred Assets or the operations of the CCR Business to the extent arising as a result of an event, occurrence or action occurring after the Closing, except to the extent that the underlying matter giving rise to such claim or cause of action is one in which a CCR Indemnified Party is otherwise responsible;

(iv) any CCBCC Excluded Liability (including the failure of the CCBCC Parties to perform or in due course pay and discharge any CCBCC Excluded Liability); or

(v) any CCR Assumed Liability (including the failure of the CCBCC Parties or their Affiliates to perform or in due course pay and discharge any CCR Assumed Liability).

(b) Notwithstanding any other provision of this Agreement to the contrary, (i) the CCBCC Parties shall not be required to indemnify, defend or hold harmless any CCR Indemnified Party against, or reimburse any CCR Indemnified Party for, any Losses pursuant to Section 9.03(a)(i) until the aggregate amount of the CCR Indemnified Parties' Losses exceeds a dollar amount equal to $1,471,668.75 (the "CCBCC Deductible Amount"), after which the CCBCC Parties shall be obligated for all Losses of the CCR Indemnified Parties pursuant to Section 9.03(a)(i) in excess of the CCBCC Deductible Amount up to a dollar amount equal to $14,716,687.49; provided, however, that the limitations on indemnification set forth in this Section 9.03(b)(i) shall not apply to any indemnification claim brought as a result of the inaccuracy or breach of any of the CCBCC Fundamental Representations; (ii) the cumulative

indemnification obligation of the CCBCC Parties under Section 9.03(a)(i) shall in no event exceed the CCBCC Initial Brand Amount; and (iii) the indemnification obligation of the CCBCC Parties under Section 9.03(a)(i) with respect to a breach of Section 4.22 (Tax Matters) shall not be subject to the CCBCC Deductible Amount.

Section 9.04 Notification of Claims.

(a) A Person that may be entitled to be indemnified under this Agreement (the "Indemnified Party"), shall promptly notify the party or parties liable for such indemnification hereunder (the "Indemnifying Party") in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or could reasonably give rise to a right of indemnification under this Agreement (including a pending or threatened claim or demand asserted by a third party against the Indemnified Party, such claim being a "Third Party Claim"), describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim or demand; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent the Indemnifying Party is prejudiced by such failure, it being understood that notices for claims in respect of a breach of a representation, warranty, covenant or agreement must be delivered prior to the expiration of any applicable survival period specified in Section 9.01 for such representation, warranty, covenant or agreement. Within forty-five (45) days after its receipt of the Third Party Claim notice (the "Third Party Claim Response Period"), the Indemnifying Party shall give notice to the Indemnified Party, in writing, either acknowledging or denying its obligations to indemnify and defend under this Article IX.

(b) If, during the Third Party Claim Response Period, the Indemnifying Party notifies the Indemnified Party that it acknowledges its obligations to indemnify and defend the Indemnified Party against the Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if such Indemnifying Party gives notice in writing of its election to do so to the Indemnified Party, together with the acknowledgement of its obligations to indemnify, within ten (10) Business Days of the receipt of notice from the Indemnified Party; provided, however, that an Indemnifying Party will not be entitled to assume the defense of any Third Party Claim if such Third Party Claim could result in criminal liability of, or equitable remedies against, the Indemnified Party. If the Indemnifying Party so elects to undertake any such defense against a Third Party Claim, the Indemnified Party may participate in such defense at its own expense, except as set forth in the following sentence. An Indemnified Party shall have the right to employ separate counsel at the Indemnifying Party's expense if the named parties to any such proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party. If the Indemnifying Party elects to undertake such defense, the Indemnifying Party shall select counsel, contractors and consultants of recognized standing and competence after consultation with the Indemnified Party. Each party hereto shall, and shall cause each of its Affiliates, members, officers, agents and employees to, cooperate fully with the other parties hereto in connection with any Third Party Claim. The Indemnifying Party shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third Party Claim, without the consent of any Indemnified Party, provided that (i) the settlement or

judgment involves only monetary payments, (ii) the Indemnifying Party pays or causes to be paid all amounts arising out of such settlement or judgment promptly following the effectiveness of such settlement or judgment and (iii) the Indemnifying Party obtains, as a condition of any settlement or other resolution, a complete release of any Indemnified Party affected by such Third Party Claim. If the Indemnifying Party does not assume, or is not entitled to assume, the defense of a Third Party Claim as provided in this Section 9.04(b), the Indemnified Party shall defend such Third Party Claim but shall not consent to a settlement of, or the entry of any judgment arising from, such Third Party Claim without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, that the Indemnified Party may consent to a settlement of, or the entry of any judgment arising from, such Third Party Claim if such settlement or judgment includes an unconditional release of the Indemnifying Party and its Affiliates from all liability arising out of such Third Party Claim. With respect to a Third Party Claim regarding Taxes, the Indemnifying Party only has the right to control such Third Party Claim if it (x) relates to Taxes attributable to the CCR Business or the CCR Transferred Assets (if CCR is the Indemnifying Party) or the CCBCC Business or the CCBCC Transferred Assets (if CCBCC is the Indemnifying Party) with respect to a taxable period or portion thereof ending prior to the Closing Date or (y) relates to Taxes imposed on the Indemnifying Party or its Affiliates, provided that with respect to any Third Party Claim with respect to Transaction Taxes, the CCR Parties and the CCBCC Parties shall jointly control such Third Party Claim and shall share equally in any direct costs and expenses incurred by the parties with respect thereto.

(c) In the event that an Indemnified Party determines that it has a claim pursuant to Section 9.04(a) that does not involve a Third Party Claim, the Indemnified Party shall give prompt written notice thereof to the Indemnifying Party, specifying the amount of such claim (if known or reasonably capable of estimation) and any relevant facts and circumstances relating thereto. The Indemnified Party shall provide the Indemnifying Party with reasonable access to its books and records, properties, assets, personnel, agents and advisors for the purpose of allowing the Indemnifying Party a reasonable opportunity to verify any such claim. The Indemnified Party and the Indemnifying Party shall negotiate in good faith regarding the resolution of any disputed claims of liability. Promptly following the final determination of the amount of any disputed claims by written agreement between the Indemnifying Party and the Indemnified Party or pursuant to a final, non-appealable order or judgment regarding such disputed claims that has been entered in a court of competent jurisdiction, the Indemnifying Party promptly shall pay the amount of any such finally determined liability to the Indemnified Party by wire transfer or check made payable to the order of the Indemnified Party.

Section 9.05 Exclusive Remedies. The CCR Parties and the CCBCC Parties acknowledge and agree that, following the Closing, the indemnification provisions of Sections 9.02 and 9.03 shall be the sole and exclusive remedies of any CCBCC Indemnified Party and any CCR Indemnified Party, respectively, for any Losses (including any Losses from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, statute, strict liability, or otherwise) that it may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of any representation or warranty in this Agreement by the CCR Parties or the CCBCC Parties, respectively, or any failure by a CCR Party or a CCBCC Party, respectively, to perform or comply with any covenant or agreement set forth herein, except in the case of fraud or intentional misrepresentation. Without limiting the generality of the foregoing, the parties hereto hereby irrevocably waive any right of rescission they may otherwise have or to which they may become entitled.

Section 9.06 Additional Indemnification Provisions.

(a) The CCR Parties and the CCBCC Parties agree, for themselves and on behalf of their respective Affiliates and Representatives, that with respect to the indemnification obligations in this Agreement:

(i) all Losses shall be net of any third-party insurance proceeds which have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification;

(ii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Agreement for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach hereof) unless any such damages or items are awarded to a third party in a Third Party Claim, provided that this Section 9.06(a)(ii) shall not limit or restrict in any way the right or ability of an Indemnified Party to recover damages that are direct and reasonably foreseeable; and

(iii) so long as such party has complied with its obligations under Section 2.04, no party shall have the obligation to indemnify any other Person with respect to any Losses to the extent relating to any failure by the parties to obtain the consent of any Person required in a CCR Assumed Contract (other than in the event where such CCR Assumed Contract is a CCR Material Contract that the CCR Parties failed to identify as requiring consent or notice on Section 3.12(a) of the CCR Disclosure Schedule) as a result of the consummation of the transactions contemplated hereunder or a CCBCC Assumed Contract (other than in the event where such CCBCC Assumed Contract is a CCBCC Material Contract that the CCBCC Parties failed to identify as requiring consent or notice on Section 4.12(a) of the CCBCC Disclosure Schedule) as a result of the consummation of the transactions contemplated hereunder.

(b) In addition to, and not in limitation of, the foregoing, the CCR Parties and the CCBCC Parties agree, for themselves and on behalf of their respective Affiliates and Representatives, that:

(i) the CCR Parties shall have no liability to indemnify any CCBCC Indemnified Party under this Agreement with respect to any Losses (A) to the extent such Losses are included in the CCR Assumed Liabilities reflected on the CCR Final Amounts Schedule or would be duplicative of amounts paid by the CCR Parties pursuant to Section 2.12(a) or Section 5.14(a), or (B) to the extent such Losses are caused by or result from any action (I) that after the date hereof the CCBCC Parties request the CCR Parties to take or refrain from taking in writing pursuant to Section 5.01(a) (other than actions the CCR Parties are already obligated to take or refrain from taking under this Agreement),

(II) taken pursuant to a written consent from CCBCC specifically authorizing such action, but only as long as the CCR Parties' request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of a CCR Party hereunder, or (III) that the CCR Parties or any of their Affiliates, having sought CCBCC 's consent pursuant to Section 5.01(a), did not take as a result of CCBCC having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (I) and (II), any such Losses constituting costs and expenses specifically and intentionally incurred by the CCR Parties to take any such action requested by the CCBCC Parties and agreed to by the CCR Parties; and

(ii) the CCBCC Parties shall have no liability to indemnify any CCR Indemnified Party under this Agreement with respect to any Losses (A) to the extent such Losses are included in the CCBCC Assumed Liabilities reflected on the CCBCC Final Amounts Schedule or would be duplicative of amounts paid by the CCBCC Parties pursuant to Section 2.12(b) or Section 5.14(b), or (B) to the extent such Losses are caused by or result from any action (I) that after the date hereof the CCR Parties request the CCBCC Parties to take or refrain from taking in writing pursuant to Section 5.01(b) (other than actions the CCBCC Parties are already obligated to take or refrain from taking under this Agreement), (II) taken pursuant to a written consent from CCR or its designees specifically authorizing such action, but only as long as the CCBCC Parties' request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of a CCBCC Party hereunder, or (III) that the CCBCC Parties or any of their Affiliates, having sought CCR's consent pursuant to Section 5.01(b), did not take as a result of CCR or its designees having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (I) and (II), any such Losses constituting costs and expenses specifically and intentionally incurred by the CCBCC Parties to take any such action requested by the CCR Parties or their designees and agreed to by the CCBCC Parties.

Section 9.07 Mitigation. Each of the parties hereto agrees to take all reasonable steps to mitigate their respective Losses upon and after becoming aware of any event or condition which would reasonably be expected to give rise to any Losses that are indemnifiable hereunder.

Section 9.08 Third Party Recovery. If the CCBCC Indemnified Parties or the CCR Indemnified Parties recover any amounts in respect of Losses from any third party at any time after the CCBCC Parties or the CCR Parties, as applicable, have paid all or a portion of such Losses to the CCBCC Indemnified Parties or the CCR Indemnified Parties, as applicable, pursuant to the provisions of this Article IX, the CCBCC Parties or the CCR Parties, as applicable, shall, or shall cause such CCBCC Indemnified Parties or CCR Indemnified Parties, as applicable, to promptly (and in any event within two (2) Business Days of receipt) pay over to the CCBCC Parties or to the CCR Parties, as applicable, the amount so received (to the extent previously paid by the CCBCC Parties or the CCR Parties, as applicable).

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Expenses. Except as may be otherwise specified in this Agreement and the Companion Agreements or as set forth on Section 10.01 of the CCR Disclosure Schedule or Section 10.01 of the CCBCC Disclosure Schedule, all costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred in connection with this Agreement and the Companion Agreements and the transactions contemplated hereby and thereby shall be paid by the Person incurring such costs and expenses, whether or not the Closing shall have occurred. The CCBCC Parties and the CCR Parties shall each pay one-half of any HSR Act or similar filing or reporting fees in connection with the transactions contemplated by this Agreement, if applicable.

Section 10.02 Notices. All notices, communications, consents and deliveries under this Agreement shall be delivered in writing, unless otherwise expressly permitted herein, and shall be deemed given: (a) when delivered if delivered personally (including by courier); (b) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (c) on the day after mailing (or on the following Monday if mailed on a Friday or Saturday) if sent by a nationally recognized overnight delivery service which maintains records of the time, place and receipt of delivery; or (d) upon receipt of a confirmed transmission, if sent by facsimile transmission or by email (or on the first Business Day following the date sent if the date sent is not a Business Day), in each case to the parties at the following addresses or to such other addresses as may be furnished in writing by one party to the others, provided that if notice is given by email, such notice shall also be sent at the same time by facsimile transmission:

(i) if to the CCR Parties to:

Coca-Cola Refreshments USA, Inc.
c/o The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attn: Vice President- Finance
Facsimile: (404) 598-5487
Email: dherndon@coca-cola.com

with copies, which shall not constitute notice, to:

Coca-Cola Refreshments USA, Inc.
c/o The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attn: General Counsel
Facsimile: (404) 598-7664
Email: bgarren@coca-cola.com

and

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attention: William G. Roche
Anne M. Cox-Johnson
Facsimile: (404) 572-5133
Email: broche@kslaw.com
acox@kslaw.com

(ii) if to the CCBCC Parties to:

Coca-Cola Bottling Co. Consolidated
4100 Coca Cola Plaza
Charlotte, North Carolina 28211
Attention: E. Beauregarde Fisher III, Executive Vice President & General Counsel
Facsimile: (704) 602-4408
Email: beau.fisher@ccbcc.com

with a copy, which shall not constitute notice, to:

Moore & Van Allen PLLC
100 North Tryon Street
Suite 4700
Charlotte, North Carolina 28202
Attention: John V. McIntosh
Facsimile: (704) 331-1159
Email: johnmcintosh@mvalaw.com

Notwithstanding anything to the contrary in this Agreement, (x) (I) any information required to be delivered pursuant to Section 5.02(a)(iv), (II) any amendments of or supplements to the CCR Disclosure Schedule delivered by the CCR Parties pursuant to the first two (2) sentences of Section 5.08(a) and (III) the CCR Closing Financial Information, and (y) (I) any information required to be delivered pursuant to Section 5.02(b)(iv), (II) any amendments of or supplements to the CCBCC Disclosure Schedule delivered by the CCBCC Parties pursuant to the first two (2) sentences of Section 5.08(b) and (III) the CCBCC Closing Financial Information, in each case, may be delivered by email (or other electronic means) only, and any such delivery by email (or other electronic means) will be deemed to satisfy the requirements of this Section 10.02, without the requirement that notice also be provided by facsimile transmission or in any other format or medium; provided, that the delivery of such information by email (or other electronic means) only shall not be deemed effective until the CCR Parties or the CCBCC Parties, as applicable, have confirmed their receipt of the same; provided, further, that, upon such receipt, the CCR Parties or the CCBCC Parties, as applicable, will be obligated to provide, and shall provide, such confirmation promptly.

Section 10.03 Public Announcements. No party or Affiliate of such party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the Companion Agreements or the transactions contemplated hereby or thereby without the prior written consent of the CCR Parties and the CCBCC Parties (which consent shall not be unreasonably withheld, delayed or conditioned), except as may be required by Law or stock exchange rules, in which case the party required to publish such press release or public announcement shall allow the other parties a reasonable opportunity to comment on such press release or public announcement in advance of such publication.

Section 10.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 10.05 Entire Agreement. Except as otherwise expressly provided herein and therein, this Agreement (together with the exhibits and schedules hereto) and the Companion Agreements constitute the entire agreement of the CCR Parties and the CCBCC Parties with respect to the acquisition of the CCR Business by the CCBCC Parties and the acquisition of the CCBCC Business by the CCR Parties and supersede all prior agreements and undertakings, both written and oral between or on behalf of the CCR Parties and the CCBCC Parties or their Affiliates with respect to the acquisition of the CCR Business by the CCBCC Parties and the acquisition of the CCBCC Business by the CCR Parties.

Section 10.06 Assignment. Other than as contemplated herein, neither this Agreement nor any of the rights or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void; provided, however, that the CCR Parties may assign any or all of their rights and obligations under this Agreement to any of their Affiliates, but only to the extent that such assignment would not result in an impairment of the CCBCC Parties' rights under this Agreement; and provided, further, that the CCBCC Parties may, without the prior written consent of the CCR Parties, assign all or any portion of their rights and obligations under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries, but only to the extent that such assignment would not result in an impairment of the CCR Parties' rights under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.07 No Third-Party Beneficiaries. Except as provided in Article IX with respect to CCR Indemnified Parties and CCBCC Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns, and nothing in this Agreement, whether express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.08 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties to such agreement.

Section 10.09 Disclosure Schedules. Any disclosure with respect to a Section or Schedule of this Agreement shall be deemed to be disclosed for other Sections and Schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or Schedules would be reasonably apparent to a reader of such disclosure. Matters reflected in any Section of this Agreement, including any Section of the CCR Disclosure Schedule or the CCBCC Disclosure Schedule, are not necessarily limited to matters required by this Agreement to be so reflected. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. No reference to or disclosure of any item or other matter in any Section or Schedule of this Agreement shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Agreement.

Section 10.10 Governing Law and Dispute Resolution.

(a) This Agreement and the Companion Agreements (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby and thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that, except to the extent set forth otherwise in the Companion Agreements, any claims, causes of action or disputes that may be based upon, arise out of or relate to this Agreement or the Companion Agreements, to the transactions contemplated hereby and thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be resolved only in the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the District of Delaware and the appellate courts having jurisdiction of appeals from such courts (the "Delaware Courts"). In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Agreement and the Companion Agreements, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts;

(ii) consents that any such Action may and shall be brought in the Delaware Courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in the Delaware Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02; and

(iv) agrees that nothing in this Agreement or the Companion Agreements shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

Section 10.11 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE COMPANION AGREEMENTS OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.

Section 10.12 Bulk Sales Laws. The CCBCC Parties and the CCR Parties each hereby waive compliance by the CCR Parties (with respect to the sale of the CCR Transferred Assets) and by the CCBCC Parties (with respect to the sale of the CCBCC Transferred Assets) with the provisions of the "bulk sales," "bulk transfer" or similar laws of any state or any jurisdiction within or outside the United States.

Section 10.13 Specific Performance. Each party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other parties hereto and that no party hereto would have an adequate remedy at law. Therefore, the obligations of the CCR Parties under this Agreement, including the CCR Parties' obligations to transfer the CCR Transferred Assets to the CCBCC Parties and to acquire the CCBCC Transferred Assets from the CCBCC Parties, and the obligations of the CCBCC Parties under this Agreement, including the

CCBCC Parties' obligations to transfer the CCBCC Transferred Assets to the CCR Parties and to acquire the CCR Transferred Assets from the CCR Parties, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise.

Section 10.14 Rules of Construction. Interpretation of this Agreement and the Companion Agreements shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits and Schedules of or to this Agreement unless otherwise specified; (c) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, including the CCR Disclosure Schedule, the CCBCC Disclosure Schedule, Annexes and Exhibits hereto; (d) references to "dollars" or "$" mean United States dollars; (e) the word "including" and words of similar import when used in this Agreement means including without limitation, unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) each of the parties hereto has participated in the negotiation and drafting of this Agreement, and, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or burdening any party hereto by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to days means calendar days unless Business Days are expressly specified; and (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 10.15 Counterparts. This Agreement and the Companion Agreements may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or the Companion Agreements by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the CCR Parties and the CCBCC Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

CCR PARTIES:

COCA-COLA REFRESHMENTS USA, INC.

By: /s/ J. Alexander M. Douglas, Jr.
Name: J. Alexander M. Douglas, Jr.
Title: President, Coca-Cola North America

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: /s/ James E. Harris
Name: James E. Harris
Title: Executive Vice President

CCBCC OPERATIONS, LLC

By: /s/ E. Beauregarde Fisher III
Name: E. Beauregarde Fisher III
Title: Vice President

RED CLASSIC EQUIPMENT, LLC

By: /s/ Clifford M. Deal, III
Name: Clifford M. Deal, III
Title: Vice President

RED CLASSIC TRANSIT, LLC

By: /s/ Clifford M. Deal, III
Name: Clifford M. Deal, III
Title: Vice President

Signature Page to Asset Exchange Agreement

EXHIBIT A

DEFINITIONS

"Acceptable Regulatory Standards" means those standards in effect as of the Closing with respect to the presence of a Hazardous Substance on a real property which (a) if achieved in a cleanup, would be sufficient to satisfy the minimum and lowest cost requirements of the regulatory authorities having jurisdiction with respect to the real property so that such regulatory authorities would issue a letter or other document confirming that no further action is required with respect to the investigation, cleanup, remediation and monitoring of the real property with respect to such Hazardous Substance for the continued use of the real property for industrial or commercial purposes only, including the possible application of restrictive covenants, engineering controls, other types of use restrictions or monitored natural attenuation, for Hazardous Substances for which promulgated remediation standards exist; or (b) where the regulatory authorities do not issue such letters or other documents, would be sufficient to satisfy the promulgated remediation standards of the jurisdiction for the continued use of the real property for industrial or commercial purposes only, including the possible application of restrictive covenants, engineering controls, other types of use restrictions or monitored natural attenuation for the minimum and lowest cost.

"Action" means any claim, action, demand, audit, citation, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Additional Consideration" means an amount equal to the difference between the CCR Aggregate Business Value and the CCBCC Aggregate Business Value, in each case, as finally determined pursuant to Section 2.09.

"Additional Consideration Deficit" means an amount equal to the Additional Consideration minus the Estimated Additional Consideration, if such amount is a negative number.

"Additional Consideration Reversal" means a situation in which either (a) the Estimated CCR Aggregate Business Value is greater than the Estimated CCBCC Aggregate Business Value and the CCBCC Aggregate Business Value is greater than the CCR Aggregate Business Value or (b) the Estimated CCBCC Aggregate Business Value is greater than the Estimated CCR Aggregate Business Value and the CCR Aggregate Business Value is greater than the CCBCC Aggregate Business Value.

"Additional Consideration Surplus" means an amount equal to the Additional Consideration minus the Estimated Additional Consideration, if such amount is a positive number.

"Affiliate" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Agency Notification" has the meaning set forth in Section 5.19(b).

"Agreed Financial Methodology" means, as applicable, the CCBCC Agreed Financial Methodology with respect to financial information regarding the CCBCC Distribution Business or the CCBCC Production Business, as applicable, or the CCR Agreed Financial Methodology with respect to financial information regarding the CCR Distribution Business or the CCR Production Business, as applicable.

"Agreement" means this Asset Exchange Agreement, dated as of September 29, 2017, by and among the CCR Parties and the CCBCC Parties, including the CCR Disclosure Schedule, the CCBCC Disclosure Schedule and the Exhibits, and all amendments to this Asset Exchange Agreement made in accordance with Section 10.08.

"Allocation Determination Date" has the meaning set forth in Section 2.11(b).

"Anticipated Closing Date" has the meaning set forth in Section 2.06(b).

"Arbitrator" has the meaning set forth in Section 2.09(c).

"Business Day" means any day that is not a Saturday, a Sunday or other day on which commercial banks in Atlanta, Georgia are required or authorized by Law to be closed.

"CBA Amendment" means an amendment to the Comprehensive Beverage Agreement to reflect (a) the acquisition of the CCR Territory by the CCBCC Parties, and (b) the removal of the CCBCC Territory.

"CBA Rights" has the meaning set forth in the recitals to this Agreement.

"CCBCC" has the meaning set forth in the preamble to this Agreement.

"CCBCC 2016 Additional Distribution Financial Information" has the meaning set forth in Section 4.20(b).

"CCBCC 2016 Additional Production Financial Information" has the meaning set forth in Section 4.20(b).

"CCBCC 2016 Distribution Data" has the meaning set forth in Section 4.20(a).

"CCBCC 2016 Production Data" has the meaning set forth in Section 4.20(a).

"CCBCC Active Represented Employee OPEB Liability" means the liabilities and obligations of the CCBCC Parties as of the Closing to provide post-employment retiree medical and prescription drug benefits to any of the CCBCC Business Employees who accepts employment with United as of or immediately after the Closing and is

covered by that certain Articles of Agreement between Coca-Cola Bottling Co., Consolidated Mobile, Alabama and International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America Independent Local Union 991, Term of Agreement July 13, 2014 through July 15, 2018. For all purposes under this Agreement, the CCBCC Active Represented Employee OPEB Liability is a CCBCC Excluded Liability.

"CCBCC Aggregate Business Value" means an amount equal to the sum of (a) the CCBCC Initial Brand Amount, plus (b) the amount of the CCBCC Net Working Capital Surplus, if any, minus (c) the amount of the CCBCC Net Working Capital Deficit, if any, minus (d) the CCBCC Retained Assets Amount, plus (e) the CCBCC Retained Liabilities Amount.

"CCBCC Agreed Financial Methodology" means the accounting policies, methodologies, assumptions and allocations used by the CCBCC Parties in preparing the CCBCC 2016 Distribution Data or the CCBCC 2016 Production Data, as applicable, with such changes or adjustments to such policies, methodologies, assumptions and allocations as are set forth in Section A of the CCBCC Disclosure Schedule or as the CCBCC Parties and the CCR Parties may mutually agree in writing subsequent to the date hereof, including as a result of the mutually agreed upon resolution of any of the items described on Section 7.01(f) of the CCBCC Disclosure Schedule.

"CCBCC Agreed Replacement Value" has the meaning set forth in Section 2.12(b)(i).

"CCBCC Assignment and Assumption Agreement" has the meaning set forth in Section 2.07(d).

"CCBCC Assignment and Assumption of Lease" has the meaning set forth in Section 2.07(g).

"CCBCC Assumed Contracts" has the meaning set forth in Section 2.03(a)(v).

"CCBCC Assumed Liabilities" has the meaning set forth in Section 2.03(c).

"CCBCC Base Brand Amount" means $147,166,874.89.

"CCBCC Business" means, collectively, the CCBCC Distribution Business and the CCBCC Production Business.

"CCBCC Business Employees" means all employees of the CCBCC Parties and their Affiliates who are engaged primarily in the CCBCC Business, together with any individuals hired by the CCBCC Parties or their Affiliates after the date hereof and prior to the Closing who are engaged primarily in the CCBCC Business who are employed with respect to the CCBCC Business as of or immediately after the Closing, but excluding the employees of the CCBCC Parties or their Affiliates who are identified in writing as employees being retained by the CCBCC Parties.

"CCBCC Closing Financial Information" means (a) components of the unaudited balance sheet of the CCBCC Distribution Business as of the Closing Date (provided that such unaudited balance sheet will include the CCBCC Retained Assets and CCBCC Retained Liabilities as reflected in the CCBCC 2016 Distribution Data, as adjusted for certain mutually agreed upon items, if any, and will include the aggregate amount of the CCBCC Active Represented Employee OPEB Liability and the CCBCC Other Employee OPEB Liability as of October 1, 2017, with respect to the CCBCC Distribution Business), in a format consistent with the CCBCC 2016 Distribution Data and determined in accordance with the CCBCC Agreed Financial Methodology; (b) components of the unaudited balance sheet of the CCBCC Production Business as of the Closing Date (provided that such unaudited balance sheet will include the CCBCC Retained Assets and CCBCC Retained Liabilities as reflected in the CCBCC 2016 Production Data, as adjusted for certain mutually agreed upon items, if any, and will include the aggregate amount of the CCBCC Active Represented Employee OPEB Liability and the CCBCC Other Employee OPEB Liability as of October 1, 2017, with respect to the CCBCC Production Business), in a format consistent with the CCBCC 2016 Production Data and determined in accordance with the CCBCC Agreed Financial Methodology; (c) a statement setting forth the amount of the CCBCC Active Represented Employee OPEB Liability as of October 1, 2017; and (d) updates of Sections 2.03(a)(i), 2.03(a)(ii), 2.03(a)(iii), 2.03(a)(iv)-1 and 2.03(a)(iv)-2 of the CCBCC Disclosure Schedule to update the description of the CCBCC Transferred Assets as of the Closing to be consistent with the unaudited balance sheets of the CCBCC Distribution Business and the CCBCC Production Business as of the Closing Date.

"CCBCC Completed Title Documents" has the meaning set forth in Section 5.20(b).

"CCBCC Critical Leased Property" has the meaning set forth in Section 4.10(b).

"CCBCC Customer" means (i) each of the twenty (20) largest customers of the CCBCC Distribution Business as measured by the dollar amount of purchases made from the CCBCC Parties and their Affiliates solely in connection with the CCBCC Distribution Business during the 12-month period ended on the date hereof, and (ii) each of the twenty (20) largest customers of the CCBCC Production Business as measured by the dollar amount of purchases made from the CCBCC Parties and their Affiliates solely in connection with the CCBCC Production Business during the 12-month period ended on the date hereof.

"CCBCC Deductible Amount" has the meaning set forth in Section 9.03(b).

"CCBCC Deed" has the meaning set forth in Section 2.08(e).

"CCBCC Disclosure Schedule" means the disclosure schedule delivered by the CCBCC Parties to the CCR Parties and which forms a part of this Agreement.

"CCBCC Distribution Business" means the business that the CCBCC Parties are engaged in related to the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCBCC Territory, but specifically excluding the manufacture or production of Coca-Cola and other beverage products.

"CCBCC Employee Plans" has the meaning set forth in Section 4.14(b).

"CCBCC Equipment Dispute Notice" has the meaning set forth in Section 2.12(b)(iii).

"CCBCC Estimated Closing Statement" has the meaning set forth in Section 2.09(b)(i).

"CCBCC Excluded Assets" has the meaning set forth in Section 2.03(b).

"CCBCC Excluded Contracts" means any contracts of the CCBCC Parties with respect to Debt of the CCBCC Parties or their Affiliates, any Tax sharing agreements to which any CCBCC Party or any of the CCBCC Parties' Affiliates is a party, and any Collective Agreement with a labor organization certified as the collective bargaining representative of the CCBCC Business Employees.

"CCBCC Excluded Fountain Equipment" means all fountain equipment (including pre-mix and post-mix) used in the businesses of the CCBCC Parties or their Affiliates, other than the CCBCC Transferred Fountain Equipment (including, for example, fountain equipment situated on the property of any chain restaurant or other retail establishment with which any CCBCC Party does business that is owned by TCCC or by the customer.

"CCBCC Excluded Liabilities" has the meaning set forth in Section 2.03(d).

"CCBCC Facility" means the production facility located at 5300 Coca-Cola Road, Mobile, Alabama.

"CCBCC Final Amounts Schedule" means the schedule of the CCBCC Initial Brand Amount, the CCBCC Net Working Capital Amount, the CCBCC Retained Assets Amount and the CCBCC Retained Liabilities Amount, which shall include a calculation of the CCBCC Aggregate Business Value.

"CCBCC Fundamental Representations" has the meaning set forth in Section 9.01.

"CCBCC Indemnified Parties" has the meaning set forth in Section 9.02(a).

"CCBCC Initial Brand Amount" means $137,360,068.95, calculated as (a) the CCBCC Base Brand Amount, as adjusted for certain mutually agreed upon items, plus (b) the CCBCC Retained Assets Amount, minus (c) the CCBCC Retained Liabilities Amount.

"CCBCC Leased Real Property" has the meaning set forth in Section 2.03(a)(i).

"CCBCC Material Adverse Effect" means any state of facts, event, change, condition, effect, circumstance or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on (x) the business condition (financial or otherwise), assets, liabilities, operations or the results of the operations of the CCBCC Business or the CCBCC Transferred Assets, or (y) the ability of the CCBCC Parties to perform their obligations under this Agreement or the Companion Agreements or to consummate the transactions contemplated hereby or thereby; provided, however, that for purposes of clause (x) of this definition, none of the following shall be taken into account in determining whether a CCBCC Material Adverse Effect has occurred or would be reasonably likely to occur (except with respect to clauses (a), (c) or (f) below, to the extent such state of facts, event, change, condition, effect, circumstance or occurrence has had a disproportionate effect on the CCBCC Business taken as a whole compared to other participants in the soft drink distribution and production industry): (a) an event or series of events or circumstances affecting (i) the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) political conditions generally of the United States or any other country or jurisdiction in which a CCBCC Party operates or (iii) the soft drink distribution and production industry generally (including demand and the availability and pricing of raw materials, marketing and transportation); (b) the negotiation, execution or the announcement of the transactions contemplated by this Agreement or the Companion Agreements; (c) any changes in applicable Law; (d) actions required to be taken or prohibited pursuant to this Agreement or taken with the CCR Parties' consent or at the CCR Parties' request; (e) the effect of any action taken by the CCR Parties or their Affiliates with respect to the transactions contemplated hereby; (f) any hostilities, acts of war, sabotage, terrorism or military actions, or any earthquakes, hurricanes, pandemics or other natural disasters, or any other force majeure event, whether or not caused by any Person, or any national or international calamity or crisis, or any escalation or worsening of any of the foregoing events; or (g) the failure to meet internal or published projections, estimates or forecasts of revenues, earnings or other measures of financial or operating performance for any period (provided, that the underlying causes of any such failure may be considered in determining whether a CCBCC Material Adverse Effect exists).

"CCBCC Material Contracts" has the meaning set forth in Section 4.12(a).

"CCBCC Material Permits" has the meaning set forth in Section 4.07(a).

"CCBCC Net Working Capital" means (a) the current assets of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, including all cash located in the CCBCC Subject Equipment as reflected in the full service change fund, less (b) the current liabilities of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule.

"CCBCC Net Working Capital Amount" means an amount equal to (a) the Net Book Value of the current assets of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, including all cash located in the CCBCC Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the CCBCC Business listed on Section B-2 of the CCBCC

Disclosure Schedule, in each case, as of the Closing Date (provided that for purposes of such calculation, the Net Book Value of the CCBCC Retained Assets and the CCBCC Retained Liabilities included therein shall be as reflected in the CCBCC 2016 Distribution Data and the CCBCC 2016 Production Data, as adjusted for certain mutually agreed upon items, if any) and determined in accordance with the guidelines set forth on Section B-1 of the CCBCC Disclosure Schedule and in accordance with the CCBCC Closing Financial Information and the CCBCC Agreed Financial Methodology.

"CCBCC Net Working Capital Deficit" means the amount, if any, by which the CCBCC Target Net Working Capital Amount is greater than the CCBCC Net Working Capital Amount as set forth on the CCBCC Final Amounts Schedule.

"CCBCC Net Working Capital Surplus" means the amount, if any, by which the CCBCC Target Net Working Capital Amount is less than the CCBCC Net Working Capital Amount as set forth on the CCBCC Final Amounts Schedule.

"CCBCC New Business Contracts" has the meaning set forth in Section 5.17(b).

"CCBCC New Contract" has the meaning set forth in Section 5.17(b).

"CCBCC Notice of Dispute" has the meaning set forth in Section 2.09(a)(iii).

"CCBCC Obsolete Inventory" has the meaning set forth in Section 5.14(b)(ii).

"CCBCC Other Employee OPEB Liability" means the liabilities and obligations of the CCBCC Parties to provide post-employment retiree medical, prescription drug and life insurance benefits to their retired employees other than the CCBCC Active Represented Employee OPEB Liability. For all purposes under this Agreement, the CCBCC Other Employee OPEB Liability is a CCBCC Excluded Liability.

"CCBCC Owned Real Property" has the meaning set forth in Section 2.03(a)(i).

"CCBCC Partial Assignments and Releases" has the meaning set forth in Section 5.17(b).

"CCBCC Party" or "CCBCC Parties" has the meaning set forth in the preamble to this Agreement.

"CCBCC Pre-Closing Material Contract" has the meaning set forth in Section 2.03(a)(v).

"CCBCC Pre-Closing Products" means (a) any products included in the CCBCC Transferred Assets and (b) any products at any time manufactured or sold by the CCBCC Parties in the conduct of the CCBCC Business prior to the Closing.

"CCBCC Preliminary Amounts Schedule" means the draft schedule of the CCBCC Initial Brand Amount, the CCBCC Net Working Capital Amount, the CCBCC Retained Assets Amount and the CCBCC Retained Liabilities Amount, which shall include a calculation of the CCBCC Aggregate Business Value.

"CCBCC Production Business" means the business that the CCBCC Parties are engaged in related to the manufacturing or production of Coca-Cola and other beverage products at the CCBCC Facility, but specifically excluding the marketing, promotion, distribution and sale of Coca-Cola and other beverage products.

"CCBCC Real Property" has the meaning set forth in Section 4.10(c).

"CCBCC Retained Assets" means, collectively, (a) the assets included within the CCBCC Net Working Capital that are designated on Section B-2 of the CCBCC Disclosure Schedule as not being included within the CCBCC Transferred Assets and (b) the assets designated on Section C of the CCBCC Disclosure Schedule as not being included within the CCBCC Transferred Assets.

"CCBCC Retained Assets Amount" means an amount equal to the Net Book Value of the CCBCC Retained Assets as reflected in the CCBCC 2016 Distribution Data and the CCBCC 2016 Production Data, as adjusted for certain mutually agreed upon items, if any, determined in accordance with the CCBCC Agreed Financial Methodology.

"CCBCC Retained Liabilities" means, collectively, (a) the liabilities included within the CCBCC Net Working Capital that are designated on Section B-2 of the CCBCC Disclosure Schedule as not being included within the CCBCC Assumed Liabilities and (b) the liabilities designated on Section C of the CCBCC Disclosure Schedule as not being included within the CCBCC Assumed Liabilities.

"CCBCC Retained Liabilities Amount" means an amount equal to the Net Book Value of the CCBCC Retained Liabilities as reflected in the CCBCC 2016 Distribution Data and the CCBCC 2016 Production Data, as adjusted for certain mutually agreed upon items, if any, determined in accordance with the CCBCC Agreed Financial Methodology.

"CCBCC Shared Contract" means any contract or agreement that relates to both the CCBCC Business and the businesses retained by the CCBCC Parties and/or their Affiliates, provided in no event shall a national or worldwide contract (for example, global procurement agreements) of the CCBCC Parties or their Affiliates be deemed to be a "CCBCC Shared Contract". For the avoidance of doubt, all CCBCC Shared Contracts are expressly excluded from the respective definitions of, and should not be considered, "CCBCC Material Contracts" or "CCBCC Specified Non-Transferring Contracts".

"CCBCC Specified Non-Transferring Contracts" means (a) the license or distribution agreements and manufacturing agreements currently in effect between CCBCC and the parties listed on Section 7.01(e) of the CCBCC Disclosure Schedule, (b) those other agreements expressly identified in Section 4.12(a)(xvii) of the CCBCC Disclosure Schedule, Section 4.12(a)(xviii) of the CCBCC Disclosure Schedule or Section 4.12(a)(xix) of the CCBCC Disclosure Schedule as "CCBCC Specified Non-Transferring Contracts" and (c) the Comprehensive Beverage Agreement and the Manufacturing Agreement, as each exist immediately prior to Closing.

"CCBCC Subject Equipment" has the meaning set forth in Section 2.03(a)(iii).

"CCBCC Subject Equipment Threshold" has the meaning set forth in Section 2.12(b)(ii).

"CCBCC Substitute Subject Equipment" means any cold drink and vending equipment included in the CCBCC Subject Equipment at the Closing (other than the Key CCBCC Subject Equipment) that (a) the CCR Parties or the CCBCC Parties are able, in the ordinary course of business, to locate prior to delivery of the Missing CCBCC Equipment Notice, (b) has a CCBCC Agreed Replacement Value (which, for CCBCC Subject Equipment that the CCBCC Parties do not possess the records to determine the CCBCC Agreed Replacement Value, shall be calculated consistent with "Remaining Value" as set forth in Section D of the CCBCC Disclosure Schedule) comparable to, is in the same equipment category as, and has a CCBCC Weighted Average Value identical to, the Key CCBCC Subject Equipment that the CCR Parties have failed to locate or the existence of which the CCR Parties have failed to determine during the six (6) months following the delivery by the CCBCC Parties to the CCR Parties of the Closing Key CCBCC Subject Equipment Schedule, (c) (i) the CCBCC Parties have assigned a Net Book Value greater than $20 as of the Closing Date or (ii) for CCBCC Subject Equipment that the CCBCC Parties do not possess the records to determine the actual Net Book Value, would have a deemed Net Book Value greater than $20 (calculated by dividing (A) the "Average Cost" of the category of equipment set forth in Section D of the CCBCC Disclosure Schedule into which the applicable item of equipment falls by (B) the "UEL" (or "Useful Estimated Life") of such equipment set forth in Section D of the CCBCC Disclosure Schedule, and multiplying that number by the difference of (x) the Useful Estimated Life of such equipment minus (y) the difference of (i) the year in which the Closing occurs, minus (ii) the year in which such equipment was manufactured (such difference described in subclause (y) being referred to herein as the "Equipment Age"); if the Equipment Age of such item of equipment exceeds its "Useful Estimated Life", its Net Book Value will be deemed to be zero), (d) has neither been serviced within the twenty-four (24) months prior to the Closing Date nor produced revenue within the twelve (12) months prior to the Closing Date, and (e) is in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted.

"CCBCC Supplier" means (i) each of the twenty (20) largest suppliers to the CCBCC Distribution Business as measured by the dollar amount of purchases made by the CCBCC Parties and their Affiliates solely in connection with the CCBCC Distribution Business during the 12-month period ended on the date hereof and (ii) each of the twenty (20) largest suppliers to the CCBCC Production Business as measured by the dollar amount of purchases made by the CCBCC Parties and their Affiliates solely in connection with the CCBCC Production Business during the 12-month period ended on the date hereof.

"CCBCC Tangible Personal Property" has the meaning set forth in Section 2.03(a)(iv).

"CCBCC Target Net Working Capital Amount" means an amount equal to the four (4) quarter average "CCBCC NWC" (as defined in this paragraph) for 2016. As used herein, "CCBCC NWC" means (a) the Net Book Value of the current assets of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, including all cash located in the CCBCC Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, in each case, as of the CCBCC Parties' last accounting day in each fiscal quarter of 2016 and determined in accordance with the guidelines set forth on Section B-1 of the CCBCC Disclosure Schedule and in accordance with the CCBCC Closing Financial Information and the CCBCC Agreed Financial Methodology.

"CCBCC Territory" means the geographic area described on Exhibit H.

"CCBCC Third Party Intellectual Property" means any Intellectual Property owned by a third party that is incorporated into or otherwise used in the CCBCC Transferred Assets, other than the CCBCC Transferred Licensed Intellectual Property.

"CCBCC Threshold Calculation" has the meaning set forth in Section 2.12(b)(ii).

"CCBCC Title Defects" has the meaning set forth in Section 5.15(b)(ii).

"CCBCC Titled Vehicles" has the meaning set forth in Section 5.20(b).

"CCBCC Transferred Assets" has the meaning set forth in Section 2.03(a).

"CCBCC Transferred Fountain Equipment" means all fountain equipment owned by the CCBCC Parties (including, for example, fountain equipment owned by CCBCC situated on the property of local fountain customers) that is primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business.

"CCBCC Transferred Licensed Intellectual Property" has the meaning set forth in Section 2.03(a)(ix).

"CCBCC Weighted Average Value" has the meaning set forth in Section 2.12(b)(i).

"CCR" has the meaning set forth in the preamble to this Agreement.

"CCR 2016 Additional Distribution Financial Information" has the meaning set forth in Section 3.20(b).

"CCR 2016 Additional Production Financial Information" has the meaning set forth in Section 3.20(b).

"CCR 2016 Distribution Data" has the meaning set forth in Section 3.20(a).

"CCR 2016 Production Data" has the meaning set forth in Section 3.20(a).

"CCR Aggregate Business Value" means an amount equal to the sum of (a) the CCR Initial Brand Amount, plus (b) the amount of the CCR Net Working Capital Surplus, if any, minus (c) the amount of the CCR Net Working Capital Deficit, if any, minus (d) the CCR Retained Assets Amount, plus (e) the CCR Retained Liabilities Amount.

"CCR Agreed Financial Methodology" means the accounting policies, methodologies, assumptions and allocations used by the CCR Parties in preparing the CCR 2016 Distribution Data or the CCR 2016 Production Data, as applicable, with such changes or adjustments to such policies, methodologies, assumptions and allocations as are set forth on Section A of the CCR Disclosure Schedule or as the CCBCC Parties and the CCR Parties may mutually agree in writing subsequent to the date hereof, including as a result of the mutually agreed upon resolution of any of the items described on Section 7.01(f) of the CCR Disclosure Schedule.

"CCR Agreed Replacement Value" has the meaning set forth in Section 2.12(a)(i).

"CCR Assignment and Assumption Agreement" has the meaning set forth in Section 2.07(c).

"CCR Assignment and Assumption of Lease" has the meaning set forth in Section 2.07(f).

"CCR Assumed Contracts" has the meaning set forth in Section 2.02(a)(v).

"CCR Assumed Liabilities" has the meaning set forth in Section 2.02(c).

"CCR Base Brand Amount" means $154,887,437.17.

"CCR Business" means, collectively, the CCR Distribution Business and the CCR Production Business.

"CCR Business Employees" means all employees of the CCR Parties and their Affiliates who are engaged primarily in the CCR Business, together with any individuals hired by the CCR Parties and their Affiliates after the date hereof and prior to the Closing who are engaged primarily in the CCR Business who are employed by the CCBCC Parties or their Affiliates with respect to the CCR Business as of or immediately after the Closing as further described in the Employee Matters Agreement, but excluding the employees of the CCR Parties or their Affiliates who are identified as employees being retained by the CCR Parties in the Employee Matters Agreement.

"CCR Closing Financial Information" means (a) components of the unaudited balance sheet of the CCR Distribution Business as of the Closing Date (provided that such unaudited balance sheet will include the CCR Retained Assets and CCR Retained Liabilities as reflected in the CCR 2016 Distribution Data, as adjusted for certain mutually agreed upon items, if any), in a format consistent with the CCR 2016 Distribution Data and determined in accordance with the CCR Agreed Financial

Methodology; (b) components of the unaudited balance sheet of the CCR Production Business as of the Closing Date (provided that such unaudited balance sheet will include the CCR Retained Assets and CCR Retained Liabilities as reflected in the CCR 2016 Production Data, as adjusted for certain mutually agreed upon items, if any), in a format consistent with the CCR 2016 Production Data and determined in accordance with the CCR Agreed Financial Methodology; and (c) updates of Sections 2.02(a)(i), 2.02(a)(ii), 2.02(a)(iii), 2.02(a)(iv)-1 and 2.02(a)(iv)-2 of the CCR Disclosure Schedule to update the description of the CCR Transferred Assets as of the Closing to be consistent with the unaudited balance sheets of the CCR Distribution Business and the CCR Production Business as of the Closing Date.

"CCR Completed Title Documents" has the meaning set forth in Section 5.20(a).

"CCR Critical Leased Property" has the meaning set forth in Section 3.10(b).

"CCR Customer" means (i) each of the twenty (20) largest customers of the CCR Distribution Business as measured by the dollar amount of purchases made from the CCR Parties and their Affiliates solely in connection with the CCR Distribution Business during the 12-month period ended on the date hereof, and (ii) each of the twenty (20) largest customers of the CCR Production Business as measured by the dollar amount of purchases made from the CCR Parties and their Affiliates solely in connection with the CCR Production Business during the 12-month period ended on the date hereof.

"CCR Deductible Amount" has the meaning set forth in Section 9.02(b).

"CCR Deed" has the meaning set forth in Section 2.07(e).

"CCR Disclosure Schedule" means the disclosure schedule delivered by the CCR Parties to the CCBCC Parties and which forms a part of this Agreement.

"CCR Distribution Business" means the business that the CCR Parties are engaged in related to the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCR Territory, but specifically excluding the manufacture or production of Coca-Cola and other beverage products.

"CCR Employee Plans" has the meaning set forth in Section 3.14(b).

"CCR Equipment Dispute Notice" has the meaning set forth in Section 2.12(a)(iii).

"CCR Estimated Closing Statement" has the meaning set forth in Section 2.09(a)(i).

"CCR Excluded Assets" has the meaning set forth in Section 2.02(b).

"CCR Excluded Contracts" means any contracts of the CCR Parties with respect to Debt of the CCR Parties or their Affiliates or any Tax sharing agreements to which any CCR Party or any of the CCR Parties' Affiliates is a party.

"CCR Excluded Fountain Equipment" means all fountain equipment (including pre-mix and post-mix) used in the businesses of the CCR Parties or their Affiliates, other than the CCR Transferred Fountain Equipment (including, for example, fountain equipment situated on the property of any chain restaurant or other retail establishment with which any CCR Party does business that is owned by TCCC or by the customer and including any fountain equipment pertaining to customers managed by CCR National Retail Sales (NRS), CCR National Foodservice or CCR Region managed fountain outlets).

"CCR Excluded Liabilities" has the meaning set forth in Section 2.02(d).

"CCR Facilities" means the production facilities located at 499 S Hollywood Street (a/k/a 2750 Southern Ave.), Memphis, Tennessee and 1400 Ranier Road, West Memphis, Arkansas.

"CCR Final Amounts Schedule" means the schedule of the CCR Initial Brand Amount, the CCR Net Working Capital Amount, the CCR Retained Assets Amount and the CCR Retained Liabilities Amount, which shall include a calculation of the CCR Aggregate Business Value.

"CCR Fundamental Representations" has the meaning set forth in Section 9.01.

"CCR Funding Letter" means a letter specifying the funding to be provided by the CCR Parties, their designees or their respective Affiliates for the remainder of the calendar year in which the Closing occurs and the following calendar year.

"CCR Guarantees" has the meaning set forth in Section 5.10.

"CCR Indemnified Parties" has the meaning set forth in Section 9.03(a).

"CCR Initial Brand Amount" means $148,649,752.72, calculated as (a) the CCR Base Brand Amount, as adjusted for certain mutually agreed upon items, plus (b) the CCR Retained Assets Amount, minus (c) the CCR Retained Liabilities Amount.

"CCR Leased Real Property" has the meaning set forth in Section 2.02(a)(i).

"CCR Material Adverse Effect" means any state of facts, event, change, condition, effect, circumstance or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on (x) the business condition (financial or otherwise), assets, liabilities, operations or the results of the operations of the CCR Business or the CCR Transferred Assets, or (y) the ability of the CCR Parties to perform their obligations under this Agreement or the Companion Agreements or to consummate the transactions contemplated hereby or thereby; provided, however, that for purposes of clause (x) of this definition, none of the following shall be taken into account in determining whether a CCR Material Adverse Effect has occurred or would be reasonably likely to occur (except with respect to clauses (a), (c) or (f) below, to the extent such state of facts, event, change, condition, effect, circumstance or occurrence has had a disproportionate effect on the CCR Business taken as a whole compared to other

participants in the soft drink distribution and production industry): (a) an event or series of events or circumstances affecting (i) the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) political conditions generally of the United States or any other country or jurisdiction in which a CCR Party operates or (iii) the soft drink distribution and production industry generally (including demand and the availability and pricing of raw materials, marketing and transportation); (b) the negotiation, execution or the announcement of the transactions contemplated by this Agreement or the Companion Agreements; (c) any changes in applicable Law; (d) actions required to be taken or prohibited pursuant to this Agreement or taken with the CCBCC Parties' consent or at the CCBCC Parties' request; (e) the effect of any action taken by the CCBCC Parties or their Affiliates with respect to the transactions contemplated hereby; (f) any hostilities, acts of war, sabotage, terrorism or military actions, or any earthquakes, hurricanes, pandemics or other natural disasters, or any other force majeure event, whether or not caused by any Person, or any national or international calamity or crisis, or any escalation or worsening of any of the foregoing events; or (g) the failure to meet internal or published projections, estimates or forecasts of revenues, earnings or other measures of financial or operating performance for any period (provided, that the underlying causes of any such failure may be considered in determining whether a CCR Material Adverse Effect exists).

"CCR Material Contracts" has the meaning set forth in Section 3.12(a).

"CCR Material Permits" has the meaning set forth in Section 3.07(a).

"CCR Net Working Capital" means (a) the current assets of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule, include all cash located in the CCR Subject Equipment as reflected in the full service change fund, less (b) the current liabilities of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule.

"CCR Net Working Capital Amount" means an amount equal to (a) the Net Book Value of the current assets of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule, including all cash located in the CCR Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule, in each case, as of the Closing Date (provided that for purposes of such calculation, the Net Book Value of the CCR Retained Assets and CCR Retained Liabilities included therein shall be as reflected in the CCR 2016 Distribution Data and CCR 2016 Production Data, as adjusted for certain mutually agreed upon items, if any) and determined in accordance with the guidelines set forth on Section B-1 of the CCR Disclosure Schedule and in accordance with the CCR Closing Financial Information and the CCR Agreed Financial Methodology.

"CCR Net Working Capital Deficit" means the amount, if any, by which the CCR Target Net Working Capital Amount is greater than the CCR Net Working Capital Amount as set forth on the CCR Final Amounts Schedule.

"CCR Net Working Capital Surplus" means the amount, if any, by which the CCR Target Net Working Capital Amount is less than the CCR Net Working Capital Amount as set forth on the CCR Final Amounts Schedule.

"CCR New Business Contracts" has the meaning set forth in Section 5.17(a).

"CCR New Contract" has the meaning set forth in Section 5.17(a).

"CCR Notice of Dispute" has the meaning set forth in Section 2.09(b)(iii).

"CCR Obsolete Inventory" has the meaning set forth in Section 5.14(a)(ii).

"CCR Owned Real Property" has the meaning set forth in Section 2.02(a)(i).

"CCR Partial Assignments and Releases" has the meaning set forth in Section 5.17(a).

"CCR Party" or "CCR Parties" has the meaning set forth in the preamble to this Agreement.

"CCR Pre-Closing Material Contract" has the meaning set forth in Section 2.02(a)(v).

"CCR Pre-Closing Products" means (a) any products included in the CCR Transferred Assets and (b) any products at any time manufactured or sold by the CCR Parties in the conduct of the CCR Business prior to the Closing.

"CCR Preliminary Amounts Schedule" means the draft schedule of the CCR Initial Brand Amount, the CCR Net Working Capital Amount, the CCR Retained Assets Amount and the CCR Retained Liabilities Amount, which shall include a calculation of the CCR Aggregate Business Value.

"CCR Production Business" means the business that the CCR Parties are engaged in related to the manufacturing or production of Coca-Cola and other beverage products at the CCR Facilities, but specifically excluding the marketing, promotion, distribution and sale of Coca-Cola and other beverage products.

"CCR Real Property" has the meaning set forth in Section 3.10(c).

"CCR Retained Assets" means, collectively, (a) the assets included within the CCR Net Working Capital that are designated on Section B-2 of the CCR Disclosure Schedule as not being included within the CCR Transferred Assets, and (b) the assets designated on Section C of the CCR Disclosure Schedule as not being included within the CCR Transferred Assets.

"CCR Retained Assets Amount" means an amount equal to the Net Book Value of the CCR Retained Assets as reflected in the CCR 2016 Distribution Data and the CCR 2016 Production Data, as adjusted for certain mutually agreed upon items, if any, determined in accordance with the CCR Agreed Financial Methodology.

"CCR Retained Liabilities" means, collectively, (a) the liabilities included within the CCR Net Working Capital that are designated on Section B-2 of the CCR Disclosure Schedule as not being included within the CCR Assumed Liabilities and (b) the liabilities designated on Section C of the CCR Disclosure Schedule as not being included within the CCR Assumed Liabilities.

"CCR Retained Liabilities Amount" means an amount equal to the Net Book Value of the CCR Retained Liabilities as reflected in the CCR 2016 Distribution Data and CCR 2016 Production Data, as adjusted for certain mutually agreed upon items, if any, determined in accordance with the CCR Agreed Financial Methodology.

"CCR Shared Contract" means any contract or agreement that relates to both the CCR Business and the businesses retained by the CCR Parties and/or their Affiliates, provided in no event shall a national or worldwide contract (for example, global procurement agreements) of the CCR Parties or their Affiliates be deemed to be a "CCR Shared Contract". For the avoidance of doubt, all CCR Shared Contracts are expressly excluded from the respective definitions of, and should not be considered, "CCR Material Contracts" or "CCR Specified Non-Transferring Contracts".

"CCR Specified Non-Transferring Contracts" means (a) the license or distribution agreements and manufacturing agreements currently in effect between CCR and the parties listed on Section 7.01(d) of the CCR Disclosure Schedule, (b) those other agreements expressly identified in Section 3.12(a)(xvii) of the CCR Disclosure Schedule, Section 3.12(a)(xviii) or Section 3.12(a)(xix) of the CCR Disclosure Schedule as "CCR Specified Non-Transferring Contracts", (c) any bottling, manufacturing, distribution, sales or other related agreement of the CCR Parties for any TCCC brands, (d) the Amended and Restated Distribution Agreement, dated as of March 18, 2015, between MEC and CCR regarding the distribution of Monster beverages, as amended September 19, 2016, (e) the Distribution Agreement for Full Throttle and NOS, dated as of June 13, 2015,between MEC and CCR regarding the distribution of NOS and Full Throttle beverages, and (f) the Letter Agreement, dated April 28, 2017, between CCR and MEC for Mutant Branded Products.

"CCR Subject Equipment" has the meaning set forth in Section 2.02(a)(iii).

"CCR Subject Equipment Threshold" has the meaning set forth in Section 2.12(a)(ii).

"CCR Substitute Subject Equipment" means any cold drink and vending equipment included in the CCR Subject Equipment at the Closing (other than the Key CCR Subject Equipment) that (a) the CCBCC Parties or the CCR Parties are able, in the ordinary course of business, to locate prior to delivery of the Missing CCBCC Equipment Notice, (b) has a CCR Agreed Replacement Value (which, for CCR Subject Equipment that the CCR Parties do not possess the records to determine the CCR Agreed Replacement Value, shall be calculated consistent with "Remaining Value" as set forth in Section D of the CCR Disclosure Schedule) comparable to, is in the same equipment category as, and has a CCR Weighted Average Value identical to, the Key CCR Subject

Equipment that the CCBCC Parties have failed to locate or the existence of which the CCBCC Parties have failed to determine during the six (6) months following the delivery by the CCR Parties to the CCBCC Parties of the Closing Key CCR Subject Equipment Schedule, (c) (i) the CCR Parties have assigned a Net Book Value greater than $20 as of the Closing Date or (ii) for CCR Subject Equipment that the CCR Parties do not possess the records to determine the actual Net Book Value, would have a deemed Net Book Value greater than $20 (calculated by dividing (A) the "Average Cost" of the category of equipment set forth in Section D of the CCR Disclosure Schedule into which the applicable item of equipment falls by (B) the "UEL" (or "Useful Estimated Life") of such equipment set forth in Section D of the CCR Disclosure Schedule, and multiplying that number by the difference of (x) the Useful Estimated Life of such equipment minus (y) the Equipment Age; if the Equipment Age of such item of equipment exceeds its "Useful Estimated Life", its Net Book Value will be deemed to be zero), (d) has neither been serviced within the twenty-four (24) months prior to the Closing Date nor produced revenue within the twelve (12) months prior to the Closing Date, and (e) is in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted.

"CCR Supplier" means (i) each of the twenty (20) largest suppliers to the CCR Distribution Business as measured by the dollar amount of purchases made by the CCR Parties and their Affiliates solely in connection with the CCR Distribution Business during the 12-month period ended on the date hereof and (ii) each of the twenty (20) largest suppliers to the CCR Production Business as measured by the dollar amount of purchases made by the CCR Parties and their Affiliates solely in connection with the CCR Production Business during the 12-month period ended on the date hereof.

"CCR Tangible Personal Property" has the meaning set forth in Section 2.02(a)(iv).

"CCR Target Net Working Capital Amount" means an amount equal to the four (4) quarter average "CCR NWC" (as defined in this paragraph) for 2016. As used herein, "CCR NWC" means (a) the Net Book Value of the current assets of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule, including all cash located in the CCR Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule, in each case, as of the CCR Parties' last accounting day in each fiscal quarter of 2016 and determined in accordance with the guidelines set forth on Section B-1 of the CCR Disclosure Schedule and in accordance with the CCR Closing Financial Information and the CCR Agreed Financial Methodology.

"CCR Territory" means the geographic area described on Exhibit I.

"CCR Third Party Intellectual Property" means any Intellectual Property owned by a third party that is incorporated into or otherwise used in the CCR Transferred Assets, other than the CCR Transferred Licensed Intellectual Property.

"CCR Threshold Calculation" has the meaning set forth in Section 2.12(a)(ii).

"CCR Title Defects" has the meaning set forth in Section 5.15(a)(ii).

"CCR Titled Vehicles" has the meaning set forth in Section 5.20(a).

"CCR Transferred Assets" has the meaning set forth in Section 2.02(a).

"CCR Transferred Fountain Equipment" means all fountain equipment owned by CCR (including, for example, fountain equipment owned by CCR situated on the property of local fountain customers) that is primarily related to, or primarily used or primarily held for use in connection with, the CCR Business.

"CCR Transferred Licensed Intellectual Property" has the meaning set forth in Section 2.02(a)(ix).

"CCR Weighted Average Value" has the meaning set forth in Section 2.12(a)(i).

"Closing" has the meaning set forth in Section 2.05.

"Closing Date" has the meaning set forth in Section 2.05.

"Closing Key CCBCC Subject Equipment Schedule" has the meaning set forth in Section 2.12(b)(i).

"Closing Key CCR Subject Equipment Schedule" has the meaning set forth in Section 2.12(a)(i).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collective Agreement" means any collective bargaining agreement, labor contract, letter of understanding or letter of intent with a labor organization certified as the collective bargaining representative of the CCBCC Business Employees or the CCR Business Employees, as the case may be.

"Companion Agreements" means the CCR Deeds, the CCBCC Deeds, the CCR Assignments and Assumptions of Lease, the CCBCC Assignments and Assumptions of Lease, the CCBCC Assignment and Assumption Agreement, the CCR Assignment and Assumption Agreement, the Employee Matters Agreement, the Comprehensive Beverage Agreement, the CBA Amendment, the Manufacturing Agreement, the RMA Amendment, the Transition Services Agreement and the CCR Funding Letter.

"Comprehensive Beverage Agreement" means the Comprehensive Beverage Agreement Form EPB First-Line and Sub-Bottling, dated as of March 31, 2017, by and between TCCC, CCR and CCBCC, as amended prior to the Closing Date and as further amended by the CBA Amendment.

"Confidential Information" has the meaning set forth in Section 5.04.

"Control" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "Controlled by," "Controlled," "under common Control with" and "Controlling" shall have correlative meanings.

"Cost" means, (i) with respect to any particular item of inventory included in the CCR Transferred Assets or the CCBCC Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCR Production Business or the CCBCC Production Business, as applicable, the CCR Production Business' or the CCBCC Production Business', as applicable, fully-loaded production cost with respect to such item of inventory, including conversion cost (if applicable) and (ii) with respect to any particular item of inventory included in the CCR Transferred Assets or the CCBCC Transferred Assets primarily related to, or primarily used or primarily held for use in connection with, the CCR Distribution Business or the CCBCC Distribution Business, as applicable, the CCR Distribution Business' or the CCBCC Distribution Business', as applicable, fully-loaded production cost with respect to such item of inventory, plus (without duplication) the freight cost of transporting such item of inventory from the applicable production center to the applicable distribution center.

"Debt" means, with respect to any Person, any (a) indebtedness for borrowed money or in respect of loans or advances from third party lending sources, (b) obligation evidenced by bonds, debentures, notes or other similar instruments or debt securities, (c) indebtedness or obligation for the deferred purchase price of property or services with respect to which such Person is liable as obligor (other than trade payables incurred in the ordinary course of business consistent with past practice), (d) capital lease obligations, (e) obligations in respect of letters of credit and bankers' acceptances issued for the account of such Person, (f) amounts owed by the CCR Business to a CCR Party (or Affiliate of a CCR Party) or owed by the CCBCC Business to a CCBCC Party (or Affiliate of a CCBCC Party), as applicable, other than intercompany trade accounts payables for goods and services incurred in the ordinary course of business consistent with past practice and included in the applicable Final Amounts Schedule, (g) all obligations under conditional sale or other title retention agreements relating to the property or assets purchased by such Person, (h) guarantees and (i) obligations under hedging arrangements.

"Delaware Courts" has the meaning set forth in Section 10.10(b).

"EBITDA" means gross profit less operating expenses before interest, income taxes, depreciation and amortization.

"Economic Participation Agreement" has the meaning set forth in Section 5.22(a).

"Employee Matters Agreement" means the Employee Matters Agreement among CCR and CCBCC in a form to be mutually agreed among the CCR Parties and the CCBCC Parties, certain material terms of which are attached hereto as Exhibit J.

"End Date" has the meaning set forth in Section 8.01(b).

"Environmental Activity" with respect to any Recognized Environmental Condition means any activity required to establish a remediation plan necessary to satisfy Acceptable Regulatory Standards for any Hazardous Substances associated with such Recognized Environmental Condition for the continued use of the applicable real property for industrial or commercial purposes only.

"Environmental Laws" means any Laws applicable to (x) the CCR Business, the CCR Owned Real Property, the CCR Leased Real Property or any of the other CCR Transferred Assets or (y) the CCBCC Business, the CCBCC Owned Real Property, the CCBCC Leased Real Property, or any of the other CCBCC Transferred Assets, as applicable, and in effect as of the Closing that regulate (a) the protection of or prevention of harm to human health and the environment or damage to natural resources or (b) the use, management, transportation, treatment, storage, disposal or remediation of Hazardous Substances.

"Environmental Permit" means any permit, approval, license or governmental qualification, registration, filing, privilege, franchise or other authorization that is issued under or pursuant to any Environmental Law.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business, whether or not incorporated, that together with a CCBCC Party or a CCR Party, as applicable, would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA.

"Estimated Additional Consideration" has the meaning set forth in Section 2.06.

"Estimated CCBCC Aggregate Business Value" means an amount equal to the sum of (a) the CCBCC Initial Brand Amount, plus (b) the amount of the Estimated CCBCC Net Working Capital Surplus, if any, minus (c) the amount of the Estimated CCBCC Net Working Capital Deficit, if any, minus (d) the CCBCC Retained Assets Amount, plus (e) the CCBCC Retained Liabilities Amount.

"Estimated CCBCC Closing Date Unaudited Balance Sheet" has the meaning set forth in Section 2.09(b)(i).

"Estimated CCBCC Net Working Capital Amount" means an amount equal to (a) the Net Book Value of the current assets of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, including all cash located in the CCBCC Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, in each case, as of the Business Day that is the CCBCC Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs (provided that for purposes of such calculation, the Net Book Value of the CCBCC Retained Assets and the CCBCC Retained Liabilities included therein shall be as reflected in the CCBCC 2016 Distribution Data and the CCBCC 2016 Production Data, as adjusted for certain mutually agreed upon items, if any) and determined, in each case, in accordance with the guidelines set forth on Section B-1 of the CCBCC Disclosure Schedule and in accordance with the CCBCC Agreed Financial Methodology.

"Estimated CCBCC Net Working Capital Deficit" means the amount, if any, by which the CCBCC Target Net Working Capital Amount is greater than the Estimated CCBCC Net Working Capital Amount as set forth on the CCBCC Estimated Closing Statement.

"Estimated CCBCC Net Working Capital Surplus" means the amount, if any, by which the CCBCC Target Net Working Capital Amount is less than the Estimated CCBCC Net Working Capital Amount as set forth on the CCBCC Estimated Closing Statement.

"Estimated CCR Aggregate Business Value" means an amount equal to the sum of (a) the CCR Initial Brand Amount, plus (b) the amount of the Estimated CCR Net Working Capital Surplus, if any, minus (c) the amount of the Estimated CCR Net Working Capital Deficit, if any, minus (d) the CCR Retained Assets Amount, plus (e) the CCR Retained Liabilities Amount.

"Estimated CCR Closing Date Unaudited Balance Sheet" has the meaning set forth in Section 2.09(a)(i).

"Estimated CCR Net Working Capital Amount" means an amount equal to (a) the Net Book Value of the current assets of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule, including all cash located in the CCR Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the CCR Business listed on Section B-2 of the CCR Disclosure Schedule, in each case, as of the Business Day that is the CCR Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs (provided that for purposes of such calculation, the Net Book Value of the CCR Retained Assets and the CCR Retained Liabilities included therein shall be as reflected in the CCR 2016 Distribution Data and CCR 2016 Production Data, as adjusted for certain mutually agreed upon items, if any) and determined in accordance with the guidelines set forth on Section B-1 of the CCR Disclosure Schedule and in accordance with the CCR Agreed Financial Methodology.

"Estimated CCR Net Working Capital Deficit" means the amount, if any, by which the CCR Target Net Working Capital Amount is greater than the Estimated CCR Net Working Capital Amount as set forth on the CCR Estimated Closing Statement.

"Estimated CCR Net Working Capital Surplus" means the amount, if any, by which the CCR Target Net Working Capital Amount is less than the Estimated CCR Net Working Capital Amount as set forth on the CCR Estimated Closing Statement.

"Exchange" has the meaning set forth in Section 2.01.

"Exchange Group Allocation" has the meaning set forth in Section 2.11(a).

"Existing Survey" means a copy of the existing survey, if any, for (a) each parcel of the CCR Real Property that the CCR Parties have provided to the CCBCC Parties or (b) each parcel of the CCBCC Real Property that the CCBCC Parties have provided to the CCR Parties and their designees.

"Existing Title Policy" means a copy of the existing owner's or lessee's title insurance policy for (a) each parcel of the CCR Real Property that the CCR Parties have provided to the CCBCC Parties or (b) each parcel of the CCBCC Real Property that the CCBCC Parties have provided to the CCR Parties and their designees.

"FDC Act" has the meaning set forth in Section 3.16(b).

"Final Amounts Schedules" means, collectively, the CCBCC Final Amounts Schedule and the CCR Final Amounts Schedule.

"Governmental Authority" means any United States federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Substances" means any pollutant, contaminant, material, substance, or waste that is regulated under Environmental Laws, including asbestos or asbestos containing materials, polychlorinated biphenyls, radioactive materials, and petroleum or hydrocarbon substance, fraction, distillate or by-products.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Incubation Beverage" has the meaning set forth in Section 3.12(a)(vii).

"Indemnified Party" has the meaning set forth in Section 9.04(a).

"Indemnifying Party" has the meaning set forth in Section 9.04(a).

"Intellectual Property" means all of the following whether arising under the Laws of the United States or of any other jurisdiction: (a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including utility model, non-provisional, provisional, reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof, all rights therein provided by international treaties or conventions; (b) trademarks, service marks, trade names, business names, corporate names, service names, trade dress, logos, and other identifiers of the same, together with all adaptations, derivations, and combinations thereof, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing; (c) internet domain names and social media identifiers, names and profiles; (d) copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, in

each case, other than software, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions; (e) confidential and proprietary information, including inventions, trade secrets, processes, know-how, techniques, protocols, methods, processes, formulae, compositions, architectures, layouts, designs, research and development confidential or proprietary information, customer and supplier lists, technical information, data, specifications, plans, drawings, and blue prints; (f) computer software, including source code, object, executable or binary code, objects, middleware, firmware, embedded code, comments, display screens, user interfaces, report formats, templates, menus, buttons, and icons, and all electronic files, electronic data, materials, manuals, design notes, and other items and documentation related thereto or associated therewith; (g) all other proprietary and intellectual property rights; and (h) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

"IRS" has the meaning set forth in Section 2.11(a).

"Key CCBCC Subject Equipment" has the meaning set forth in Section 2.12(b)(i).

"Key CCR Subject Equipment" has the meaning set forth in Section 2.12(a)(i).

"Knowledge of the CCBCC Parties" means the actual knowledge, or knowledge that would be obtained after a reasonable inquiry, of (a) Henry W. Flint, James E. Harris, E. Beauregarde Fisher III, Umesh M. Kasbekar, William J. Billiard, Ashley McFarland, Clifford M. (Tripp) Deal, L. Kent Workman and (b) only with respect to the representations set forth in Section 4.22 (Tax Matters), William Eddy, (c) only with respect to the representations set forth in Section 4.10 (Real Property), Robert Miller and Donnie Etheridge, (d) only with respect to the representations set forth in Sections 4.13 (Employment Matters) and 4.14 (Employee Benefits Matters), Michael Strong and (e) only with respect to the representations set forth in Section 4.11 (Environmental Matters), Doug Leonard, together in each case with any individuals who succeed to the positions held by the foregoing individuals between the date of this Agreement and the Closing Date.

"Knowledge of the CCR Parties" means (1) the actual knowledge, or knowledge that would be obtained after a reasonable inquiry, of (a) J. Alexander M. Douglas, Jr., Doug Herndon, Jeff Messer, Todd Beiger, Daniel Steidle, William F. Lummus, Christian Brennholt, Jeff Markey and Julie Varnadoe, (b) only with respect to the representations set forth in Sections 3.13 (Employment Matters) and 3.14 (Employee Benefits Matters), Jeff Laszlo, (c) only with respect to the representations set forth in Section 3.10 (Real Property), Matthew Fanoe, (d) only with respect to the representations set forth in Section 3.22 (Tax Matters), Stephen Kremer, and (e) only with respect to the representations set forth in Section 3.11 (Environmental Matters), Ann Macdonald, together in each case with any individuals who succeed to the positions held by the foregoing individuals between the date of this Agreement and the Closing Date.

"Law" means any applicable U.S. federal, state, local or non-U.S. statute, law (including common law), ordinance, regulation, rule, code, order or other requirement or rule of law.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, option, easement, encroachment, right of way, right of first refusal, security interest, encumbrance, claim, lien or charge of any kind.

"Losses" means all losses, damages, costs, deficiencies, judgments, expenses, interest, awards, liabilities, fines, penalties, obligations and claims of any kind (including reasonable attorneys' fees and expenses incurred in connection therewith).

"Manufacturing Agreement" means the Regional Manufacturing Agreement, dated as of March 31, 2017, by and between TCCC and CCBCC, as amended April 28, 2017 and as further amended by the RMA Amendment.

"Manufacturing Rights" has the meaning set forth in the recitals to this Agreement.

"MEC" has the meaning set forth in Section 2.03(c)(iii).

"Missing CCBCC Equipment" has the meaning set forth in Section 2.12(b)(ii).

"Missing CCBCC Equipment Notice" has the meaning set forth in Section 2.12(b)(ii).

"Missing CCR Equipment" has the meaning set forth in Section 2.12(a)(ii).

"Missing CCR Equipment Notice" has the meaning set forth in Section 2.12(a)(ii).

"Net Book Value" means net book value as reflected on the books and records of the CCR Parties or the CCBCC Parties, as applicable, as of the Closing Date or as of another specified date if expressly provided for herein.

"Paying Parties" has the meaning set forth in Section 2.06(b).

"Permitted Liens" means the following Liens: (a) Liens for property Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings; (b) statutory Liens of landlords; (c) Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other Liens imposed by Law for amounts not yet due or that are being contested in good faith; (d) Liens incurred or deposits made in the ordinary course of business consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security; (e) Liens resulting from any facts or circumstances relating to the CCBCC Parties or their Affiliates (in the case of the CCR Real Property) or the CCR Parties or their Affiliates (in the case of the CCBCC Real Property); (f) zoning, building, development and land use restrictions; (g) Liens described on Section 3.10(a) or Section 3.10(b) of the CCR Disclosure Schedule or Section 4.10(a) or Section 4.10(b) of the CCBCC Disclosure Schedule as of the date hereof; (h) with respect to the

Surveyed Properties, matters that would be shown by an accurate up-to-date survey as of the date hereof; and (i) any matters that would be shown by an accurate up-to-date survey and any other covenants, conditions, restrictions, rights of way, easements, licenses and other non-monetary Liens and irregularities in title to the extent that such additional matters described in this clause (i) do not materially interfere with the present use or occupancy of the relevant CCBCC Owned Real Property, CCBCC Leased Real Property, CCR Owned Real Property or CCR Leased Real Property or impose a material obligation on the owner of a CCBCC Owned Real Property or CCR Owned Real Property or the lessee of a CCR Leased Real Property or a CCBCC Leased Real Property.

"Person" means any natural person, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization or other legal entity.

"Phase I Environmental Assessments" means the Phase I Environmental Assessments prepared by Antea Group for the purposes of the transactions contemplated by this Agreement pursuant to the proposal of Antea Group to the CCR Parties.

"Receiving Parties" has the meaning set forth in Section 2.06(b).

"Recognized Environmental Condition" or "REC" means (a) any condition identified as a recognized environmental condition, or any asbestos identified as friable or damaged and requiring abatement to comply with applicable legal requirements, in any Phase I Environmental Assessment (or any updates thereto made in accordance with Section 5.19(a)) or (b) any condition, discovered or identified in the course of performance of Environmental Activities hereunder in connection with any Phase I Environmental Assessment (or any updates thereto made in accordance with Section 5.19(a)), that falls within the definition of "recognized environmental condition" set forth in in the American Society for Testing and Materials Standard E1527 05 as of the Closing Date for which investigation or remediation is required by applicable Environmental Law for the continued use of the real property for industrial or commercial purposes only.

"Release" means any releasing, disposing, discharging, injecting, spilling, leaking, pumping, dumping, emitting, escaping or emptying of Hazardous Substances into the soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air.

"Representative" of a Person means a director, manager, officer, employee, advisor, agent, stockholder, member, partner, consultant, accountant, investment banker or other representative of such Person.

"RMA Amendment" means an amendment to the Manufacturing Agreement to reflect (a) the acquisition of the CCR Facilities by the CCBCC Parties and (b) the removal of the CCBCC Facility.

"Six-Month Treasury Rate" means the rate set forth for the Closing Date (determined on the first Business Day after the Closing Date) at http://www.federalreserve.gov/releases/h15/update/ in the row titled "Treasury constant maturities, Nominal, 6-months".

"Subsidiary" of any Person means any corporation, general or limited partnership, joint venture, limited liability company, limited liability partnership or other Person that is a legal entity, trust or estate of which (or in which) (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors (or a majority of another body performing similar functions) of such corporation or other Person (irrespective of whether at the time capital stock of any other class or classes of such corporation or other Person shall or might have voting power upon the occurrence of any contingency), (b) more than 50% of the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) more than 50% of the beneficial interest in such trust or estate, is at the time of determination directly or indirectly owned or Controlled by such Person.

"Survey" means either (a) a new survey obtained by the CCBCC Parties, on the one hand, or the CCR Parties or their designees, on the other hand, with respect to any of the CCR Real Property or any of the CCBCC Real Property, as applicable, or (b) any update of an Existing Survey obtained by the CCBCC Parties, on the one hand, or the CCR Parties or their designees, on the other hand, as applicable.

"Surveyed Properties" means (a) the CCBCC Owned Real Property and the CCBCC Critical Leased Property identified on Section E of the CCBCC Disclosure Schedule and (b) the CCR Owned Real Property and the CCR Critical Leased Property identified on Section E of the CCR Disclosure Schedule, in each case for which as of the date hereof Surveys exist.

"Tax" or "Taxes" means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, intangibles or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

"Tax Assets" means all Tax refunds, credits, losses or rebates attributable to a taxable period (or portion thereof) beginning prior to the Closing Date and prepayments of Taxes made prior to the Closing Date.

"Tax Returns" means all returns and reports (including elections, declarations, disclosures, schedules, claims for refunds, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

"TCCC" means The Coca-Cola Company, a Delaware corporation.

"TCCC Names" has the meaning set forth in Section 5.12.

"Terminating CCBCC Breach" has the meaning set forth in Section 8.01(c).

"Terminating CCR Breach" has the meaning set forth in Section 8.01(d).

"Third Party Claim" has the meaning set forth in Section 9.04(a).

"Third Party Claim Response Period" has the meaning set forth in Section 9.04(a).

"Title Commitment" has the meaning set forth in Section 5.15(a)(i).

"Transaction Taxes" has the meaning set forth in Section 6.01.

"Transition Services Agreement" means the Transition Services Agreement among the CCR Parties (as applicable) and the CCBCC Parties (as applicable) in a form to be mutually agreed among the CCR Parties and the CCBCC Parties.

"Union" has the meaning set forth in Section 3.13(b).

"US FDA" has the meaning set forth in Section 3.16(a).

EXHIBIT B

CCR ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption") is made and entered into as of October 2, 2017, by and among COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("CCR"), COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), CCBCC OPERATIONS, LLC, a Delaware limited liability company ("CCBCC Operations"), RED CLASSIC EQUIPMENT, LLC, a North Carolina limited liability company ("Red Classic Equipment"), and RED CLASSIC TRANSIT, LLC, a North Carolina limited liability company ("Red Classic Transit" and together with CCBCC, CCBCC Operations, and Red Classic Equipment, the "CCBCC Parties" and each, a "CCBCC Party").

WHEREAS, CCR and the CCBCC Parties are parties to that certain Asset Exchange Agreement, dated as of September 29, 2017 (the "Exchange Agreement"), pursuant to which, among other things, CCR has agreed to convey, assign, transfer and deliver to the CCBCC Parties, and the CCBCC Parties have agreed to acquire and accept from CCR, certain assets of CCR and, in connection therewith, the CCBCC Parties have agreed to assume certain liabilities and obligations of CCR related thereto; and

WHEREAS, this Assignment and Assumption is contemplated by the Exchange Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. *Capitalized Terms*. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Exchange Agreement.

2. *Assignment and Assumption*. Effective as of the Closing, CCR hereby (a) conveys, assigns, transfers and delivers (collectively, the "Assignment") to each CCBCC Party, free and clear of all Liens other than Permitted Liens, all right, title and interest in, to and under the CCR Transferred Assets set forth under the name of such CCBCC Party on Exhibit A attached hereto, and (b) assigns, transfers and delivers to each CCBCC Party the CCR Assumed Liabilities to the extent relating to the CCR Transferred Assets being conveyed, assigned, transferred and delivered to such CCBCC Party hereunder; provided, if a CCR Assumed Liability does not relate to a specific CCR Transferred Asset then such CCR Assumed Liability is assigned, transferred and delivered unto CCBCC Operations except for the CCR Assumed Liabilities described in Section 2.02(c)(iii) of the Exchange Agreement, which are expressly assigned, transferred and delivered unto CCBCC. Each CCBCC Party hereby accepts the Assignment to it described on Exhibit A and assumes and agrees to observe and perform the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, the CCR Assumed Liabilities assigned, transferred and delivered to such CCBCC Party hereunder, subject, in all cases, to the terms and conditions set forth in the Exchange Agreement.

3. *Excluded Liabilities*. The CCBCC Parties do not, and will not by assumption of the CCR Assumed Liabilities or the acceptance of this Assignment and Assumption, assume any CCR Excluded Assets or CCR Excluded Liabilities, and the parties hereto agree that all such CCR Excluded Assets and CCR Excluded Liabilities will remain the sole responsibility of CCR or its Affiliates, as applicable, as set forth in the Exchange Agreement.

4. *Terms of the Exchange Agreement*. The terms of the Exchange Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms hereof, the terms of the Exchange Agreement will govern.

5. *Further Actions*. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption.

6. *Binding Effect*. This Assignment and Assumption and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. *Controlling Law*. This Assignment and Assumption will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. *Counterparts*. This Assignment and Assumption may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment and Assumption by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment and Assumption.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date first above written.

CCR:

COCA-COLA REFRESHMENTS USA, INC.

By: _____
Name:
Title:

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

CCBCC OPERATIONS, LLC

By: _____
Name:
Title:

RED CLASSIC EQUIPMENT, LLC

By: _____
Name:
Title:

RED CLASSIC TRANSIT, LLC

By: _____
Name:
Title:

Exhibit A
CCR Transferred Assets

Coca-Cola Bottling Co. Consolidated

All rights of the CCR Parties to market, promote, distribute and sell any beverage brands in the CCR Territory pursuant to the CCR Specified Non-Transferring Contracts, including, without limitation, beverage brands owned or licensed by Dr Pepper Snapple Group, Inc.; provided, however, that any such rights relating to the Tum-E Yummies™, and MEC beverage brands shall be transferred to CCBCC Operations in accordance with this Assignment and Assumption.

CCBCC Operations, LLC

All CCR Transferred Assets other than the following: (a) the rights of the CCR Parties to market, promote, distribute and sell any beverage brands in the CCR Territory pursuant to the CCR Specified Non-Transferring Contracts, including, without limitation, beverage brands owned or licensed by Dr Pepper Snapple Group, Inc.; provided, however, that any such rights relating to the Tum-E Yummies™, and MEC beverage brands, shall be transferred to CCBCC Operations in accordance with this Assignment and Assumption, (b) the fleet shop assets included in the CCR Transferred Assets at the Closing, including, without limitation, the assets listed on Section 2.02(a)(ii) of the CCR Disclosure Schedule that are designated as "Fleet Parts", (c) the CCR Shared Contracts (portions of which, to the extent related to the portion of the CCR Business conducted in the CCR Territory, have been assigned to CCBCC Operations pursuant to that certain CCR Partial Assignment of Contracts, dated as of the date hereof, between CCR and CCBCC Operations), (d) the leases for the CCR Leased Real Property (which have been assigned to CCBCC pursuant to CCR Assignments and Assumption of Leases, dated as of the date hereof, between CCR and CCBCC), (e) the rights granted to CCBCC pursuant to the CBA Amendment and the RMA Amendment, which are governed by the terms thereof, and (f) the CCR Owned Real Property comprised of the CCR Facilities and all other CCR Transferred Assets described in Sections 2.02(a)(ii), 2.02(a)(iii) and 2.02(a)(iv) of the Exchange Agreement, in each case only to the extent primarily related to, or primarily used or primarily held for use in connection with, the CCR Production Business (which have been assigned to Tennessee Soft Drink Production Company, a Tennessee corporation ("Tennessee Soft Drink"), pursuant to that certain CCR Assignment and Assumption Agreement (Tennessee Soft Drink), dated as of the date hereof, between CCR and Tennessee Soft Drink. **[The parties hereto acknowledge that legal title to the assets listed on Exhibit A to that certain Vehicle Lease Agreement, dated as of the date hereof, between CCR and CCBCC Operations, is not being transferred on the date hereof, but will be transferred by CCR to CCBCC Operations hereafter in accordance with Section 5.21 of the Exchange Agreement and the Vehicle Lease Agreement, dated as of the date hereof, between CCR and CCBCC Operations.]**

Red Classic Equipment, LLC

None.

Red Classic Transit, LLC

All fleet shop assets included in the CCR Transferred Assets at the Closing, including, without limitation, the assets listed on Section 2.02(a)(ii) of the CCR Disclosure Schedule that are designated as “Fleet Parts” and including, without limitation, the following vehicles:

Location	CCR Unit Number	Unit Description	VIN Number	Year	Make	Model

EXHIBIT C

CCBCC ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption") is made and entered into as of October 2, 2017, by and among COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), CCBCC OPERATIONS, LLC, a Delaware limited liability company ("CCBCC Operations"), RED CLASSIC EQUIPMENT, LLC, a North Carolina limited liability company ("Red Classic Equipment"), RED CLASSIC TRANSIT, LLC, a North Carolina limited liability company ("Red Classic Transit" and together with CCBCC, CCBCC Operations, and Red Classic Equipment, the "CCBCC Parties" and each, a "CCBCC Party"), and COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("CCR").

WHEREAS, each of the CCBCC Parties and CCR are parties to that certain Asset Exchange Agreement, dated as of September 29, 2017 (the "Exchange Agreement"), pursuant to which, among other things, the CCBCC Parties have agreed to convey, assign, transfer and deliver to CCR, and CCR has agreed to acquire and accept from the CCBCC Parties, certain assets of the CCBCC Parties and, in connection therewith, CCR has agreed to assume certain liabilities and obligations of the CCBCC Parties related thereto; and

WHEREAS, this Assignment and Assumption is contemplated by the Exchange Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. *Capitalized Terms*. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Exchange Agreement.

2. *Assignment and Assumption*. Effective as of the Closing, the CCBCC Parties hereby (a) convey, assign, transfer and deliver (collectively, the "Assignment") to CCR, free and clear of all Liens other than Permitted Liens, all right, title and interest in, to and under the CCBCC Transferred Assets, and (b) assign, transfer and deliver to CCR the CCBCC Assumed Liabilities except for (i) the CCBCC Shared Contracts (portions of which, to the extent related to the portion of the CCBCC Business conducted in the CCBCC Territory, have been assigned to CCR pursuant to that certain CCBCC Partial Assignment of Contracts, dated as of the date hereof, between CCR and CCBCC Operations) and (ii) the leases for the Leased Real Property (which have been assigned to CCR pursuant to Assignments and Assumption of Leases, dated as of the date hereof, between CCR and CCBCC Operations). CCR hereby accepts the Assignment and assumes and agrees to observe and perform the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, the CCBCC Assumed Liabilities, subject, in all cases, to the terms and conditions set forth in the Exchange Agreement.

3. *Excluded Liabilities*. CCR does not, and will not by assumption of the CCBCC Assumed Liabilities or the acceptance of this Assignment and Assumption, assume any CCBCC Excluded Assets or CCBCC Excluded Liabilities, and the parties hereto agree that all such CCBCC Excluded Assets and CCBCC Excluded Liabilities will remain the sole responsibility of the applicable CCBCC Party, as set forth in the Exchange Agreement.

4. *Terms of the Exchange Agreement*. The terms of the Exchange Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms hereof, the terms of the Exchange Agreement will govern.

5. *Further Actions*. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption.

6. *Binding Effect*. This Assignment and Assumption and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. *Controlling Law*. This Assignment and Assumption will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. *Counterparts*. This Assignment and Assumption may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment and Assumption by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment and Assumption.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date first above written.

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

CCBCC OPERATIONS, LLC

By: _____
Name:
Title:

RED CLASSIC EQUIPMENT, LLC

By: _____
Name:
Title:

RED CLASSIC TRANSIT, LLC

By: _____
Name:
Title:

CCR:

COCA-COLA REFRESHMENTS USA, INC.

By: _____
Name:
Title:

EXHIBIT D

FORM OF CCR DEED[1]

This space reserved for recording information

After recording, return to:
[Moore & Van Allen PLLC
100 North Tryon Street
Suite 4700
Charlotte, North Carolina 28202
Attention: John V. McIntosh]

SPECIAL WARRANTY DEED

STATE OF [•])
) SS:
COUNTY OF [•])

THIS INDENTURE, made as of the day of , between **COCA-COLA REFRESHMENTS USA, INC.**, a Delaware corporation ("Grantor"), and **COCA-COLA BOTTLING CO. CONSOLIDATED**,[2] a Delaware corporation ("Grantee"), whose mailing address is [**4100 Coca-Cola Plaza, Charlotte, North Carolina 28211]**.

W I T N E S S E T H:

That Grantor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, all of those tracts or parcels of land described on Exhibit A attached hereto and made a part hereof (herein called the "Land"), together with the buildings and improvements thereon (collectively, the "Property").

1 NTD: To include such modifications as to form (but not the scope of warranty) as are necessary to conform to applicable local requirements.

2 NTD: Prior to Closing, CCBCC may assign its rights to acquire the real estate to one of its wholly owned subsidiaries as contemplated by Section 10.06 of the Asset Exchange Agreement.

TO HAVE AND TO HOLD the said Property, together with all and singular the rights, members, easements and appurtenances thereof, and all interest of Grantor (if any) in and to alleys, streets, and rights of way adjacent to or abutting the Land to the same being, belonging or in any wise appertaining to the Land, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

This Deed and the warranty of title contained herein are made expressly subject to each of the matters set forth in Exhibit B, attached hereto and incorporated herein by reference (collectively, the "Permitted Liens").

Except as to any claims arising from or with respect to the Permitted Liens, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

[*signature appears on following page*]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

_____

Unofficial Witness

_____

Notary Public

(NOTARY SEAL)

My Commission Expires:

_____

EXHIBIT A - LEGAL DESCRIPTION

EXHIBIT B - PERMITTED EXCEPTIONS

EXHIBIT A

to Special Warranty Deed

Legal Description

[to be inserted]

EXHIBIT B

to Special Warranty Deed

Permitted Liens

All easements, covenants, conditions, restrictions and other encumbrances of record or that would be disclosed by an accurate survey or inspection of the Property, but without limitation on any representations and warranties of Grantor set forth in the Asset Exchange Agreement, dated as of September 29, 2017, by and among Grantor, Grantee, CCBCC Operations, LLC, Red Classic Equipment, LLC and Red Classic Transit, LLC.

EXHIBIT E

FORM OF CCR ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into effective as of , 2017 (the "Effective Date"), by and between COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("Assignor"), and COCA-COLA BOTTLING CO. CONSOLIDATED,[1] a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the tenant under that certain **[DESCRIBE LEASE]** (the "Lease"), for the demised premises described therein as set forth on Exhibit A attached hereto (the "Premises"); and

WHEREAS, in connection with that certain Asset Exchange Agreement, dated as of September 29, 2017 (the "Exchange Agreement"), by and among Assignor, Assignee, CCBCC Operations, LLC, Red Classic Equipment, LLC and Red Classic Transit, LLC, Assignor has agreed to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee has agreed to accept such assignment and assume and perform Assignor's liabilities and obligations arising under the Lease from and after the Closing, all in accordance with this Assignment and the Exchange Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor's right, title and interest as lessee or tenant in and to the Lease and all of the rights, benefits and privileges of the lessee or tenant thereunder, together with all security and other deposits and advance rent, if any, paid by Assignor under the Lease, to the extent provided under the Exchange Agreement.

2. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease (arising on and after the Closing) and agrees to perform all obligations of Assignor under the Lease, to the extent provided under the Exchange Agreement.

3. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

---

1 NTD: Prior to Closing, CCBCC may assign its rights to acquire the real estate leases to one of its wholly owned subsidiaries as contemplated by Section 10.06 of the Exchange Agreement.

5. Counterparts. This Assignment may be executed by the parties in counterparts (including by means of facsimile or PDF signature pages delivered electronically), in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

7. Terms of the Exchange Agreement. The terms of the Exchange Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms of this Assignment, the terms of the Exchange Agreement will govern.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

COCA-COLA REFRESHMENTS USA, INC.

By: _____
Name:
Title:

ASSIGNEE:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

EXHIBIT A

Description of Premises

[INCLUDE LEGAL DESCRIPTION FROM LEASE]

EXHIBIT F

FORM OF CCBCC ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into effective as of , 2017 (the "Effective Date"), by and between COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("Assignor"), and COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the tenant under that certain **[DESCRIBE LEASE]** (the "Lease"), for the demised premises described therein as set forth on Exhibit A attached hereto (the "Premises"); and

WHEREAS, in connection with that certain Asset Exchange Agreement, dated as of September 29, 2017 (the "Exchange Agreement"), by and among Assignor, Assignee, CCBCC Operations, LLC, Red Classic Equipment, LLC and Red Classic Transit, LLC, Assignor has agreed to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee has agreed to accept such assignment and assume and perform Assignor's liabilities and obligations arising under the Lease from and after the Closing, all in accordance with this Assignment and the Exchange Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor's right, title and interest as lessee or tenant in and to the Lease and all of the rights, benefits and privileges of the lessee or tenant thereunder, together with all security and other deposits and advance rent, if any, paid by Assignor under the Lease, to the extent provided under the Exchange Agreement.

2. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease (arising on and after the Closing) and agrees to perform all obligations of Assignor under the Lease, to the extent provided under the Exchange Agreement.

3. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. Counterparts. This Assignment may be executed by the parties in counterparts (including by means of facsimile or PDF signature pages delivered electronically), in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

7. Terms of the Exchange Agreement. The terms of the Exchange Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms of this Assignment, the terms of the Exchange Agreement will govern.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

ASSIGNEE:

COCA-COLA REFRESHMENTS USA, INC.

By: _____
Name:
Title:

Signature Page to Assignment and Assumption of Lease

EXHIBIT A

Description of Premises

[INCLUDE LEGAL DESCRIPTION FROM LEASE]

EXHIBIT G

FORM OF CCBCC DEED

This space reserved for recording information

After recording, return to:
[King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attention: William G. Roche
Anne M. Cox-Johnson]

SPECIAL WARRANTY DEED

STATE OF [•])
) SS:
COUNTY OF [•])

THIS INDENTURE, made as of the day of , between **COCA-COLA BOTTLING CO. CONSOLIDATED**, a Delaware corporation ("Grantor"), and **COCA-COLA REFRESHMENTS USA, INC.**, a Delaware corporation ("Grantee"), whose mailing address is **[One Coca Cola Plaza, Atlanta, Georgia 30313]**.

W I T N E S S E T H:

That Grantor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, all of those tracts or parcels of land described on Exhibit A attached hereto and made a part hereof (herein called the "Land"), together with the buildings and improvements thereon (collectively, the "Property").

TO HAVE AND TO HOLD the said Property, together with all and singular the rights, members, easements and appurtenances thereof, and all interest of Grantor (if any) in and to alleys, streets, and rights of way adjacent to or abutting the Land to the same being, belonging or in any wise appertaining to the Land, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

This Deed and the warranty of title contained herein are made expressly subject to each of the matters set forth in Exhibit B, attached hereto and incorporated herein by reference (collectively, the "Permitted Liens").

Except as to any claims arising from or with respect to the Permitted Liens, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words “Grantor” and “Grantee” include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

[*signature appears on following page*]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

_____

Unofficial Witness

_____

Notary Public

(NOTARY SEAL)

My Commission Expires:

_____

EXHIBIT A - LEGAL DESCRIPTION

EXHIBIT B - PERMITTED EXCEPTIONS

EXHIBIT A

to Special Warranty Deed

Legal Description

[to be inserted]

EXHIBIT B

to Special Warranty Deed

Permitted Liens

All easements, covenants, conditions, restrictions and other encumbrances of record or that would be disclosed by an accurate survey or inspection of the Property, but without limitation on any representations and warranties of Grantor set forth in the Asset Exchange Agreement, dated as of September 29, 2017, by and among Grantor, Grantee, CCBCC Operations, LLC, Red Classic Equipment, LLC and Red Classic Transit, LLC.

EXHIBIT H

CCBCC TERRITORY

Albany, GA territory:

(From 1904 contract)

The Central of Georgia Railway, Albany to and including Americus. Central of Georgia Railway from Albany to Alabama State line. The Central of Georgie Railway from Smithville to and including Georgetown. The Central of Georgia Railway from Cuthbert Junction to Alabama State line. The Seaboard Air Line Railway from Albany to and not including Richland. Seaboard Air Line, Plains to Americus. The Albany and Northern Railway from Albany to and including Cordele. The Atlantic Coast Line Railway from Albany to but not including Thomasville. The Atlantic Coast Line Railway from Cairo to Alabama State line. The Atlantic Coast Line Railway from Climax to Florida State line. The Atlantic Coats Line Railway from Albany to Willacoochee. The Georgia Northern Railway from Albany to, but not including Pidcock. The Tifton, Thomasville & Gulf Railway from Tifton to but not including Thomasville. The Tifton and Northern Railway Tifton to but not including Abbeville. The Georgia Southern & Florida Railway from Cordele to but not including Sparks.

(Deleted 1931)

Seaboard Air Line Railway from and including Parrott, Ga., to and not including Richland, Ga.

(Added 1931)

The town of Eufaula and all territory in the State of Georgia which may lie within fifteen miles of Eufaula, together with all territory in the State of Alabama adjacent to Eufaula beginning at a point on the Chattahoochee River fifteen miles north of Eufaula and running to but not including the town of Lugo, Ala., to a point half way between Eufaula and White Oak Springs on the Central of Georgia Ry., from thence to a point fifteen miles south of Eufaula on the Chattahoochee River.

(Added 1938)

Beginning at but not including Box Springs; thence to but not including Cusseta; thence to but not including Plains; thence to and including Ellaville; thence to but not including Rupert; thence to Box Springs, Georgia, the point of beginning.

(Added 1939)

Pine Park, Georgia

(Deleted 1939)

That portion of Grady County, Georgia south and east of a line beginning at a point on the eastern boundary of Grady County one and one-half mile north of present Georgia State Highway No. 3 and running southwestwardly, parallel to and one and one-half mile from said highway, to the Georgia-Florida State line.

(Added 1968)

That territory in the State of Georgia included within the following boundaries, to-wit: Beginning at but not including Cusseta and running thence in a straight line to where the Seaboard Air Line Railroad from Richland to Americus leaves Webster County; thence to and including Parrott; thence on a straight line toward Eufaula, Alabama to a point 15 miles from Eufaula; thence Northwardly and Westwardly along a circle of 15 miles radius from Eufaula to the Chattahoochee River; thence North along the East bank of the Chattahoochee River to a point due West of Cusseta; thence due East to but not including Cusseta, the point of beginning.

Columbus, GA territory:

All that section of country included within a boundary line beginning at and including Cusseta, Ala., to but not including Buffalo, Ala., thence to the northeast corner of Tallapoosa County, Ala., thence to west along said county line to and including Hollins, Ala., to and including Gabbett, Ala., to and including Guerryton, Ala., to but not including Cochran, Ala., to and including Eufaula, Ala., to and including Parrot, Ga., to and including Ellaville, Ga., to and including Butler, Ga., to and including Neal, Ga., to and including Greenville, Ga., thence to but not including Odessadale, Ga., thence to and including Durand, Ga., thence to but not including Whitesville, Ga., thence to but not including Blanton, Ala., thence to and including Cusseta, Ala., the point of beginning.

(All references above as same existed on October 1, 1915.)

LESS on July 2, 1917:

All territory included within the following boundary lines: commencing at but not including Blanton, Ala.; to and including Tip Top on the Central of Georgia railroad; thence to and including Cleola on the Southern railroad; thence to and including Beall on the A B & A railroad; thence to but not including Ypsailanti; thence to a point on the Flint River where a straight line from Butler to Neal crosses same; from this point on Flint River to and including Neal, Ga., to and including Greenville, Ga., thence to but not including Odessadale, Ga., thence to and including Durand, Ga., thence to but not including Whitesville, Ga., thence to the point of beginning.

LESS on November 1, 1917:

Eufaula, Ala., and all the territory belonging to the undersigned within fifteen miles of Eufaula, Ala., in both Alabama and Georgia.

LESS on August 15, 1924:

Beginning at and including Box Springs; thence to and including Repert; thence to and including Butler; thence to where a straight line from Butler to Neal crosses the Flint River; thence to, but not including Cleola; thence to and including the point of beginning, and all territory within the above described line.

LESS on February 26, 1932:

Beginning at but not including Hannon, Ala.; thence to and including Franklin, Ala.; thence north and east along the Macon and Lee County line to the southwest corner of Chambers County; thence north along said county line to where the Tallapoosa River crosses a straight line from Vichie, Ala., to Buffalo, Ala.; thence to but not including Buffalo, Ala.; thence to and including Cusseta, Ala.; thence to and including Beulah, Ala.; thence to and including Salem, Ala.; thence to and including Marvyn, Ala.; thence to but not including Warrior Stand, Ala.; thence to but not including the point of beginning, including all territory within said line.

LESS on November 19, 1936:

Beginning at but not including Franklin or Gabbett, Alabama, thence due north to the northwest corner of Macon County, thence east along the Macon County and Tallapoosa County Line to the intersection of Lee County, thence along the Lee County and Tallapoosa County Line to the intersection of the Chambers County line, thence along the Tallapoosa County and Chambers County line to the Tallapoosa River, thence southwest along the east bank of the Tallapoosa River to the mouth of the Sougahatchee Creek, thence to the point of beginning.

LESS on November 19, 1936:

Beginning at and including the town of Vichie, Ala.; thence west on a straight line to and including Hollins, Ala.; thence southeast along a straight line drawn between Hollins, Ala., and Franklin, Ala., from Hollins to a point where said line joins the Tallapoosa River; thence north and east along the west bank of the Tallapoosa River to a point where said river intersects a line drawn from Buffalo, Ala., to Vichie; thence along said line to Vichie, Ala., the point of beginning.

LESS on January 1, 1938:

Beginning at but not including Box Springs, thence to but not including Cusseta, thence to but not including Plains, thence to and including Ellaville, thence to but not including Rupert, thence to Box Springs, Ga., the point of beginning.

LESS on October 25, 1938:

That territory in the State of Georgia included within the following boundaries, to-wit: Beginning at but not including Cusseta and running thence in a straight line to where the Seaboard Air Line Railroad from Richland to Americus leaves Webster County; thence to and including Parrott; thence on a straight line toward Eufaula, Alabama to a point 15 miles from Eufaula; thence northwardly and westwardly along a circle of 15 miles radius from Eufaula to the Chattahoochee River; thence north along the east bank of the Chattahoochee River to a point due west of Cusseta; thence due east to but not including Cusseta, the point of beginning.

Panama City, FL territory:

All of Bay County, Florida.

That portion of Washington County, Florida lying East and North of a line running from the Northwest corner of Holmes County to but not including Chipley; thence Southwestwardly to but not including Ebro in the Southwest corner of Washington County.

That portion of Gulf County, Florida lying North of a line running due East and West across the County from a point where the dividing line between Bay and Gulf Counties touches the Gulf of Mexico to the Apalachicola River.

Added December 31, 1976:

All of Liberty County, Florida.

All of Gadsden County, Florida, except the town of Chattahoochee, Florida, and all points on U. S. Highway #90 from the Western City limits of Chattahoochee, Florida to the Western boundary of Gadsden County.

Mobile, AL territory:

That portion of the States of Alabama and Mississippi included within the following boundaries to-wit: Beginning at the Southwest corner of Escambia County, Alabama; thence North along the West boundary of Escambia County to the Northwest corner of Section 6 TIN R5E; thence Eastwardly along the Northern boundary of TIN R5E to its intersection with a straight line extending from the point of intersection of the L & N Railroad and the Frisco Railroad, in the town of Atmore, to the Northwest corner of Escambia County; thence Northwest along said line in a straight line to the Northwest corner of Escambia County; thence Westwardly along the Northern bank of Little River to the Alabama River; thence Northwardly along the Eastern bank of the Alabama River to a point where said River crosses the East-West dividing line between Clarke and Monroe Counties; thence North along the Monroe-Clarke County Line to the intersection of the southern boundary of Wilcox County Line; thence West and North along the Clarke-Wilcox County Line to the intersection of Marengo County Line; thence Westwardly along the Marengo-Clarke County Line to the 88th Meridian of Longitude; thence running in a straight line in a Southwestwardly direction to the point of intersection of the East bank of Tombigbee River with the Washington-Choctaw County Line; thence Westwardly along the Washington-Choctaw County Line to the Mississippi-Alabama State Line; thence South along the Mississippi-Alabama State Line to a point where the Wayne-Green County, Mississippi Line intersects said State Line; thence running West along the Wayne-Green County, Mississippi Line, including the town of State Line (as the same existed on April 13, 1939) to the Northeast corner of Perry County; thence Southwardly along the Perry-Green County Line to the Southeast corner of Section 36 T4N R9W; thence Westwardly along the Southern boundaries of Sections 36, 35, 34, 33, 32 and 31 T4N R9W to the Northeast corner of Section 1 T3N R10W; thence Southwardly along Eastern

boundaries of Sections 1, 12, 13 and 24 T3N R10W to the Southeast corner of Section 24 T3N R10W; thence Westwardly along Southern boundaries of Sections 24, 23 and 22 to the Southwest corner of Section 22 T3N R10W; thence Southwardly along the Western boundaries of Sections 27 and 34 T3N R10W and the Western boundaries of Sections 3, 10, 15, 22, 27 and 34 T2N R10W and the Western boundaries of Sections 3, 10, 15, 22, 27 and 34 T1N R10W to the St. Stephens base line; thence West along said St. Stephens base line to the Northwest corner of Section 4 T1S R10W; thence Southwardly along the Western boundaries of Sections 4, 9, 16, 21, 28 and 33 T1S R10W to the Perry-Stone County Line; thence Westwardly along the Northern boundary of Stone County to a point where the West boundary of Range 10 West crosses the North boundary of Stone County, Mississippi, and running South along said West boundary of Range 10 West to the North boundary of Harrison County, Mississippi; thence East along the North boundaries of Sections 30 and 29 T45 R10W to the Northwest corner of Section 28 T4S R10W; thence South along the West boundaries of Sections 28 and 33 T4S R10W and continuing South along the West boundaries of Sections 4, 9, 16, 21, 28 and 33 T5S R10W to the Northwest corner of Section 4 T6S Rl0W; thence East along the North boundary of Section 4 T6S R10W to the Northwest corner of Section 3 T6S R10W; thence South along the West boundaries of Sections 3 and 10 T6S R10W to the Northwest corner of Section 15 T6S R10W; thence East along the North boundary of Section 15 T6S R10W to the Northwest corner of Section 14 T6S R10W; thence South along the West boundaries of Sections 14, 23, 26 and 35 T6S R10W and continuing South along the West Boundaries of Sections 2, 11, 14, and 23 T7S R10W to the North boundary of the South 1/2 of said Section 23 T7S R10W to the North boundary of the South 1/2 of said Section 23 T7S R10W to the East boundary of West 1/2 of the West 1/2 of the East 1/2 of Section 23 T7S R10W (said point lying 660 feet East of the East boundary of the West 1/2 of said Section 23 T7S R10W); thence South along the East boundaries of the West 1/2 of the West 1/2 of the East 1/2 of Sections 23, 26 and 35 T7S R10W (said line running parallel to and 660 feet East of the East boundaries of the West 1/2 of said Sections 23, 26 and 35 T7S R10W) and extended to include the inland waters and islands of and a projection thereof to the Gulf of Mexico; thence East along the South boundaries of Harrison and Jackson Counties, Mississippi and continuing East along the South boundaries of Mobile and Baldwin Counties, Alabama to the Southeast corner of Baldwin County; thence North along the East boundary of Baldwin County to the Southwest corner of Escambia County, Alabama, the point of beginning.

Somerset KY sales center (from Lexington KY)

Commonwealth	County	Sales Center	Description
Kentucky	Casey	Somerset KY	All locations in Casey County within fifty (50) miles of Lexington, Kentucky at a point set at the Fayette District Courthouse (84°29’43.409“W 38°2’48.119“N); lying north of a line drawn ten (10) miles south of, and parallel to, the Norfolk Southern Railway (formerly the Louisville and Nashville Railways) that runs from Nashville, Tennessee to Louisville, Kentucky; and, lying east of a line drawn ten (10) miles west of, and parallel to, the Southern Railway that runs between Cincinnati, Ohio and Chattanooga, Tennessee.
Kentucky	Clinton	Somerset KY	All locations in Clinton County
Kentucky	Cumberland	Somerset KY	All locations in Cumberland County lying south of the Cumberland River.
Kentucky	Jackson	Somerset KY	All locations in Jackson County.
Kentucky	Lincoln	Somerset KY	All locations in Lincoln County.
Kentucky	McCreary	Somerset KY	All locations in McCreary County.
Kentucky	Monroe	Somerset KY	All locations in Monroe County lying south of a line drawn east and west across said county through a point (85°41’29.606“W 36°42’59.199“N) one (1) mile north of the intersection (85°41’29.606“W 36°42’7.618“N) of Main Street and East 4th St in the town of Tompkinsville, but including the towns of Fountain Run and Center Point (aka Cedar Point).
Kentucky	Pulaski	Somerset KY	All locations in Pulaski County.
Kentucky	Rockcastle	Somerset KY	All locations in Rockcastle County.
Kentucky	Russell	Somerset KY	All locations in Russell County lying south of the Cumberland River.
Kentucky	Wayne	Somerset KY	All locations in Wayne County.

EXHIBIT I

CCR Territory

State	County	Sales Center	Description
Arkansas	Arkansas	Little Rock AR	All locations in Arkansas County
Arkansas	Ashley	South Arkansas	All locations in Ashley County
Arkansas	Bradley	South Arkansas	All locations in Bradley County
Arkansas	Calhoun	South Arkansas	All locations in Calhoun County
Arkansas	Chicot	South Arkansas	All locations in Chicot County
Arkansas	Clark	Little Rock AR	All locations in Clark County
Arkansas	Cleburne	Little Rock AR	All locations in Cleburne County west of a line starting at a point (92°4’37.43“W 35°21’42.921“N) on the Cleburne – White County boundary where Little Rock Rd (Highway 5) crosses; thence north on Little Rock Rd to a point (92°3’22.634“W 35°24’18.691“N) at the intersection of Little Rock Rd and Pleasant Springs Rd; thence west and north on Pleasant Springs Rd to a point (92°6’23.822“W 35°25’56.112“N) at the intersection of Pleasant Springs Rd and Heber Springs Rd (State Highway 25); thence west on Heber Springs Rd to a point (92°6’44.212“W 35°25’53.816“N) at the intersection of Heber Springs Rd and Edgemont Rd (State Highway 16); thence northwest on Edgemont Rd to a point (92°7’40.972“W 35°26’28.83“N) at the intersection of Edgemont Rd and Pearson Rd; thence northwardly on Pearson Rd to a point (92°6’32.539“W 35°27’33.679“N) at the intersection of Pearson Rd and Lake Lane; thence north on Lake Lane to Greers Ferry Lake; thence northeast through Greers Ferry Lake passing to the west of Goat and Scout Islands to a point (92°3’59.356“W 35°33’43.742“N) where Drip Creek enters Greers Ferry Lake; thence northwardly on Drip Creek to a point (92°2’10.175“W 35°37’3.998“N) where it intersects Greers Ferry Rd (State Highway 92); thence west on Greers Ferry Rd to a point (92°2’36.013“W 35°37’9.194“N) at the intersection of Greers Ferry Rd and Prim Rd (State Highway 263); thence northwestwardly on Prim Rd to a point (92°6’36.802“W 35°42’32.469“N) where it crosses the Cleburne – Stone County boundary.

State	County	Sales Center	Description
Arkansas	Cleveland	Little Rock AR	All locations in Cleveland County north and east of a line starting at a point (92°17’11.719“W 34°3’39.393“N) where State Highway 35 crosses the Cleveland – Grant County boundary; thence southeast on State Highway 35 through and including the town of Rison to a point (92°0’10.32“W 33°49’20.138“N) at the intersection of State Highway 35, US Highway 63, and State Highway 11; thence northeast on State Highway 11 to a point (91°58’33.646“W 33°50’18.885“N) where it crosses the Cleveland – Lincoln County boundary.
Arkansas	Cleveland	South Arkansas	All locations in Cleveland County south and west of a line starting at a point (92°17’11.719“W 34°3’39.393“N) where State Highway 35 crosses the Cleveland – Grant County boundary; thence southeast on State Highway 35 through but not including the town of Rison to a point (92°0’10.32“W 33°49’20.138“N) at the intersection of State Highway 35, US Highway 63, and State Highway 11; thence northeast on State Highway 11 to a point (91°58’33.646“W 33°50’18.885“N) where it crosses the Cleveland – Lincoln County boundary.
Arkansas	Columbia	South Arkansas	All locations in Columbia County east of a line starting at a point (92°59’19.355“W 33°1’2.886“N) on the southeast corner of Columbia County; thence northwestwardly to a point (93°12’38.922“W 33°20’51.82“N) at the intersection of Front St and Mulberry St in the town of McNeil, McNeil NOT included; thence northwardly to a point (93°13’16.747“W 33°26’25.504“N) on the Columbia – Nevada County boundary, EXCLUDING all locations in the town of McNeil.
Arkansas	Conway	Little Rock AR	All locations in Conway County
Arkansas	Dallas	Little Rock AR	All locations in Dallas County north of a line starting at a point (92°53’28.046“W 34°1’53.09“N) where State Highway 7 crosses the Dallas – Clark County boundary; thence north on State Highway 7 through and including the town of Dalark to a point (92°52’57.957“W 34°2’4.613“N) at the intersection of State Highway 7 and State Highway 8; thence east on State Highway 8 to a point (92°37’28.936“W 33°58’54.01“N) at the intersection of State Highway 8, State Highway 9, and County Rd 66 (Dallas 102 Rd); thence east on County Rd 66 to a point (92°29’45.158“W 34°0’8.819“N) at the intersection of County Rd 66 and State Highway 229; thence south along State Highway 229 to a point (92°29’38.14“W 33°59’55.572“N) at the intersection of State Highway 229 and County Rd 64 (Dallas 104 Rd); thence east on County Rd 64 to a point (92°28’26.937“W 34°0’8.943“N) where it crosses the Dallas – Cleveland County boundary.

State	County	Sales Center	Description
Arkansas	Dallas	South Arkansas	All locations in Dallas County south of a line starting at a point (92°53’28.046“W 34°1’53.09“N) where State Highway 7 crosses the Dallas – Clark County boundary; thence north on State Highway 7 through but not including the town of Dalark to a point (92°52’57.957“W 34°2’4.613“N) at the intersection of State Highway 7 and State Highway 8; thence east on State Highway 8 to a point (92°37’28.936“W 33°58’54.01“N) at the intersection of State Highway 8, State Highway 9, and County Rd 66 (Dallas 102 Rd); thence east on County Rd 66 to a point (92°29’45.158“W 34°0’8.819“N) at the intersection of County Rd 66 and State Highway 229; thence south along State Highway 229 to a point (92°29’38.14“W 33°59’55.572“N) at the intersection of State Highway 229 and County Rd 64 (Dallas 104 Rd); thence east on County Rd 64 to a point (92°28’26.937“W 34°0’8.943“N) where it crosses the Dallas – Cleveland County boundary.
Arkansas	Desha	Little Rock AR	All locations in Desha County west of a line starting at a point (91°27’50.558“W 33°46’49.621“N) where US Highway 65 crosses the Desha – Drew County boundary; thence northwardly along US Highway 65 to a point (91°29’0.334“W 33°53’0.181“N) at the intersection of US Highway 65 and US Highway 165 in the town of Dumas, Dumas included; thence northeast on US Highway 165, through and including the town of Back Gate, to a point (91°23’4.164“W 33°58’48.601“N) where US Highway 165 crosses the Desha – Arkansas County boundary.
Arkansas	Desha	South Arkansas	All locations in Desha County east of a line starting at a point (91°27’50.558“W 33°46’49.621“N) where US Highway 65 crosses the Desha – Drew County boundary; thence northwardly along US Highway 65 to a point (91°29’0.334“W 33°53’0.181“N) at the intersection of US Highway 65 and US Highway 165 in the town of Dumas, Dumas not included; thence northeast on US Highway 165, through but not including the town of Back Gate, to a point (91°23’4.164“W 33°58’48.601“N) where US Highway 165 crosses the Desha – Arkansas County boundary.
Arkansas	Drew	South Arkansas	All locations in Drew County
Arkansas	Faulkner	Little Rock AR	All locations in Faulkner County
Arkansas	Garland	Little Rock AR	All locations in Garland County, EXCLUDING those areas inside of a circle with a radius of ten (10) miles centered on a point (93°3’16.979“W 34°30’42.206“N) at the location of the Hot Springs City Hall as of 1907..
Arkansas	Grant	Little Rock AR	All locations in Grant County
Arkansas	Hot Spring	Little Rock AR	All locations in Hot Spring County, EXCLUDING those areas inside of a circle with a radius of ten (10) miles centered on a point (93°3’16.979“W 34°30’42.206“N) at the location of the Hot Springs City Hall as of 1907.
Arkansas	Jefferson	Little Rock AR	All locations in Jefferson County
Arkansas	Lincoln	Little Rock AR	All locations in Lincoln County
Arkansas	Lonoke	Little Rock AR	All locations in Lonoke County

State	County	Sales Center	Description
Arkansas	Monroe	Little Rock AR	All locations in Monroe County
Arkansas	Montgomery	Little Rock AR	All locations in Montgomery County east of a line starting at a point (93°42’30.877“W 34°49’54.495“N) where a line that runs from a point (93°59’47.024“W 35°1’36.088“N) at the intersection of Scott Side Rd and Preston Rd in the town of Tate in Logan County; thence southeastwardly in a straight line to a point (93°14’27.372“W 34°30’41.332“N) at the intersection of Albert Pike Rd and Gillham Rd in the town of Royal in Garland County, crosses the Scott – Yell County boundary; thence southwardly to a point (93°41’24.184“W 34°3’46.547“N) at the intersection of Court St and Washington St in the town of Murfreesboro in Pike County.
Arkansas	Nevada	South Arkansas	All locations in Nevada County east and south of a line starting at a point (93°16’58.935“W 33°26’34.136“N) where US Highway 371 crosses the Nevada – Columbia County boundary; thence north on US Highway 371, through and including the towns of Willisville and Rosston, to a point (93°19’2.335“W 33°39’38.038“N) at the intersection of US Highway 371 and State Highway 372; thence northeastwardly along State Highway 372 to a point (93°17’16.89“W 33°40’20.696“N) at the intersection of State Highway 372 and State Highway 299; thence east and northwardly along State Highway 299 to a point (93°8’2.309“W 33°43’7“N) at the intersection of State Highway 299 and State Highway 24; thence northwardly along State Highway 24 to a point (93°10’2.434“W 33°46’54.008“N) at the intersection of State Highway 24 and State Highway 53; thence northeastwardly on State Highway 53 to a point (93°8’23.554“W 33°48’55.329“N) where State Highway 53 crosses the Nevada – Clark County boundary.
Arkansas	Newton	Little Rock AR	Only those locations in Newton County south of the Ozark National Forest boundary.
Arkansas	Ouachita	South Arkansas	All locations in Ouachita County
Arkansas	Perry	Little Rock AR	All locations in Perry County

State	County	Sales Center	Description
Arkansas	Pike	Little Rock AR	All locations in Pike County east of a line starting at a point (93°42’30.877“W 34°49’54.495“N) where a line that runs from a point (93°59’47.024“W 35°1’36.088“N) at the intersection of Scott Side Rd and Preston Rd in the town of Tate in Logan County; thence southeastwardly in a straight line to a point (93°14’27.372“W 34°30’41.332“N) at the intersection of Albert Pike Rd and Gillham Rd in the town of Royal in Garland County, crosses the Scott – Yell County boundary; thence southwardly to a point (93°41’24.184“W 34°3’46.547“N) at the intersection of Court St and Washington St in the town of Murfreesboro, Murfreesboro NOT included; thence southwardly to a point (93°40’58.951“W 33°46’29.456“N) at the intersection of Franklin St and Columbus St in the town of Washington in Hempstead County, EXCLUDING all locations in the town of Murfreesboro.
Arkansas	Pope	Little Rock AR	All locations in Pope County
Arkansas	Prairie	Little Rock AR	All locations in Prairie County
Arkansas	Pulaski	Little Rock AR	All locations in Pulaski County
Arkansas	Saline	Little Rock AR	All locations in Saline County
Arkansas	Searcy	Little Rock AR	All locations in Searcy County south of the Buffalo River
Arkansas	St. Francis	Little Rock AR	All locations in St. Francis County in the southwest corner that are west of Blossom Rd (Sfc 919) from the St. Francis – Lee County boundary to the St. Francis – Woodruff County boundary.
Arkansas	Stone	Little Rock AR	All locations in Stone County
Arkansas	Union	South Arkansas	All locations in Union County
Arkansas	Van Buren	Little Rock AR	All locations in Van Buren County
Arkansas	White	Little Rock AR	All locations in White County south and west of a line starting at a point (92°0’32.16“W 35°21’34.91“N) on the White – Cleburne County boundary where White Rd intersects County Line Rd; thence south on White Rd to a point (92°0’35.467“W 35°19’11.035“N) at the intersection of White Rd and State Highway 36; thence southeastwardly on State Highway 36 to a point (91°58’30.351“W 35°18’39.178“N) at the intersection of State Highway 36 and Midge Langley Rd; thence south on Midge Langley Rd to a point (91°58’34.209“W 35°17’9.285“N) at the intersection of Midge Langley Rd and Gravel Hill Rd; thence south on Gravel Hill Rd to a point (91°59’19.589“W 35°13’3.006“N) at the intersection of Gravel Hill Rd and State Highway 31; thence southeast on State Highway 31 to a point (91°58’3.16“W 35°11’28.58“N) at the intersection of State Highway 31 and State Highway 305; thence northeast on State Highway 305 to a point (91°56’55.733“W 35°12’20“N) at the intersection of State Highway 305 and Peanut Ridge Rd; thence east on Peanut Ridge Rd to a point (91°54’19.568“W 35°12’17.598“N) at the intersection of Peanut Ridge Rd and Cane Creek; thence southeast on Cane Creek to a point (91°43’18.217“W 35°3’30.51“N) where Cane Creek meets the White – Prairie County boundary.
Arkansas	Woodruff	Little Rock AR	All locations in Woodruff County
Arkansas	Yell	Little Rock AR	All locations in Yell County

EMPLOYEE MATTERS AGREEMENT

This Employee Matters Agreement, dated as of [ ], 2017 (the "Closing Date"), is made by and between COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("CCR"), and COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC").

WHEREAS, the above-named parties have previously entered into an Asset Exchange Agreement, as defined below;

WHEREAS, such parties agreed to enter into and execute this Employee Matters Agreement as a condition to the Closing; and

WHEREAS, this Employee Matters Agreement sets forth the terms and conditions for the employment of, and the provision of employment benefits to, the Business Employees, as defined below.

NOW, THEREFORE, the parties to this Employee Matters Agreement agree as follows:

ARTICLE I – DEFINITIONS

Capitalized terms used in this Employee Matters Agreement that are not defined below or elsewhere in this Employee Matters Agreement shall have the meaning set forth in the Asset Exchange Agreement.

(a) "Accrued Amounts" shall have the meaning set forth in Section 3.8(a) hereof.

(b) "Active Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) actively performs work on behalf of CCR or (ii) is not actively performing work on behalf of CCR due to vacation, holiday, illness or injury (other than an employee receiving workers' compensation benefits or on an approved leave of absence, including FMLA or military leave), jury duty, or bereavement leave in accordance with applicable policies of CCR. For the avoidance of doubt, any Business Employee who is a part-time employee will be considered an "Active Business Employee" and any Business Employee who was working under CCR's Modified Duty Program and has returned to regular duty as of the date immediately prior to the Closing Date will be considered an "Active Business Employee".

(c) "Anniversary Date" means the one-year anniversary of the Closing Date.

(d) "Asset Exchange Agreement" means the Asset Exchange Agreement, dated September 29, 2017, by and between CCR, CCBCC and the other parties thereto, including the schedules, appendices, exhibits, amendments, and ancillary agreements attached thereto and made a part thereof.

(e) "Business Employees" means all of the individuals identified on Exhibit A attached hereto. Each Business Employee will be either an "Active Business Employee" or an "Inactive Business Employee" as those terms are defined in this Employee Matters Agreement.

(f) "CCBCC" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(g) "CCBCC Savings Plan" shall have the meaning set forth in Section 3.4 hereof.

(h) "CCBCC's Auto-Allowance Policy" shall have the meaning set forth in Section 3.6 hereof.

(i) "Cause" shall have the meaning set forth in Section 3.1 hereof.

(j) "CCR" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(k) "CCR Employee Plans" means any health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by CCR or its Affiliates for the Business Employees, other than the plans established pursuant to statute.

(l) "CCR Exempt Employee Severance Plan" shall have the meaning set forth in Section 2.2 hereof.

(m) "Closing Date" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(n) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

(o) "Deferred Hire Date" shall have the meaning set forth in Section 2.3 hereof.

(p) "Delaware Courts" shall have the meaning set forth in Section 5.4(b) hereof.

(q) "Employee Matters Agreement" means this Employee Matters Agreement by and between CCR and CCBCC, including the appendices and amendments attached hereto and made a part hereof.

(r) "Employment-Related Obligations" shall have the meaning set forth in Section 4.3(a) hereof.

(s) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(t) "FMLA" means the Family Medical Leave Act of 1993, as amended.

(u) "Inactive Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) is not actively performing work on behalf of CCR and (ii) is on an approved leave of absence, including FMLA or military leave, or is receiving workers' compensation benefits. For the avoidance of doubt, any Business Employee who was performing work pursuant to CCR's Modified Duty Program immediately before the Closing and has not returned to regular duty will be placed on leave by CCR before the Closing Date and will be considered an "Inactive Business Employee".

(v) "Selected Employees" means a group, mutually agreed upon by CCR and CCBCC, of less than five percent (5%) of the aggregate number of Active Business Employees who are not concentrated in any one geographic market or business function.

(w) "Transferred Employee" shall have the meaning set forth in Section 2.3 hereof.

(x) "WARN" shall have the meaning set forth in Section 2.5 hereof.

ARTICLE II – EMPLOYMENT

2.1 Offer of Employment.

(a) Prior to the Closing Date, except as otherwise provided in this Section 2.1, CCBCC shall have made offers of employment applicable to each Business Employee, provided that CCBCC shall not be required to make an offer of employment to the Selected Employees. Prior to the Closing Date, CCR shall provide CCBCC with a list of the Business Employees to whom such offers of employment shall be made, which list may be subject to modification but shall be final as of the date immediately prior to the Closing Date and is attached hereto as Exhibit A.

(b) With respect to each Inactive Business Employee, CCBCC and CCR agree as follows:

(i) If such Inactive Business Employee returns to work during the period during which such Inactive Business Employee's employment is protected under the FMLA, then CCBCC agrees to hire such Inactive Business Employee, effective upon his or her return to work and upon such terms and conditions as set forth in the FMLA.

(ii) If such Inactive Business Employee returns to work within twelve (12) months after the Closing but after the period during which such Inactive Business Employee's employment is protected under the FMLA, CCBCC will hire such Inactive Business Employee if any comparable position with CCBCC is available for which such Inactive Business Employee is qualified. If no such comparable position with CCBCC is available at such time, such Inactive Business Employee will not become a Transferred Employee and CCBCC shall have no further obligation with respect to such Inactive Business Employee. Such Inactive Business Employee may apply for vacant positions with CCBCC.

2.2 Terms of Offer. Each offer of employment made to a Business Employee pursuant to Section 2.1 hereof shall provide for: (a) employment with CCBCC or a CCBCC Subsidiary, (b) until at least the Anniversary Date, a total compensation amount (comprised of base salary or hourly wage, plus potential short-term incentive compensation target (annual, local and sales), if any) that is comparable in the aggregate to such Business Employee's total compensation amount in effect as of immediately prior to the Closing Date, except for (i) performance-based adjustments to short-term incentives and (ii) overtime, and (c) if the Business Employee is a salaried employee whose work location prior to the Closing Date is more than fifty (50) miles from the required work location for CCBCC, a requirement that the employee agree to relocate to CCBCC's required work location in accordance with CCBCC's policies. CCBCC shall have no obligation to hire a Business Employee who receives a contingent offer pursuant to subclause (c) who does not agree to relocate to CCBCC's required work location; however, CCBCC agrees to pay one hundred percent (100%) of the cost of severance benefits pursuant to CCR's Severance Pay Plan for Exempt Employees effective January 1, 2012 (the "CCR Exempt Employee Severance Plan"), if CCR is unsuccessful in identifying an alternate position for the employee within CCR's organization within a reasonable time after the Closing Date. The parties hereto understand and agree that CCBCC will bear one hundred percent (100%) of the expense associated with maintaining such total compensation amount referred to in subclause (b) above with respect to each Business Employee who becomes a Transferred Employee (as defined below). The parties hereto also understand and agree that, except as expressly set forth in this Employee Matters Agreement, CCBCC will have sole discretion and sole responsibility regarding the Transferred Employees' salaries, hourly wages and short-term incentive compensation.

2.3 Transferred Employees. CCBCC shall give each Business Employee until the close of business on the date immediately prior to the Closing Date to accept an offer of employment made pursuant to this Article II, except as otherwise provided in Section 2.1(b) hereof. A Business Employee who accepts employment with CCBCC and commences working for CCBCC shall become a "Transferred Employee". Each Active Business Employee who accepts employment with CCBCC shall become a Transferred Employee effective on the Closing Date and shall terminate his or her employment with CCR as of the day immediately prior to the Closing Date. Each Inactive Business Employee who accepts employment with CCBCC shall become a Transferred Employee on the date he or she returns to work ("Deferred Hire Date"), provided such date is on or before the Anniversary Date, and shall terminate his or her employment with CCR as of the date immediately prior to the Deferred Hire Date. If an Inactive Business Employee does not return to work on or before the Anniversary Date, CCBCC shall have no obligation under this Employee Matters Agreement to hire such employee, and such employee shall not become a Transferred Employee. CCBCC agrees that it will not institute a reduction in force or otherwise terminate any Transferred Employees, other than for Cause, for a period of thirty (30) days after the Closing.

2.4 Rejected Offers. Except as provided in Section 2.2 hereof, CCBCC shall have no obligation with respect to any Business Employee who rejects CCBCC's offer of employment made pursuant to Section 2.1 hereof. Except as referred to in Section 2.2 hereof, it is the intent of the parties that such employee shall not be entitled to any termination or severance benefits as a result of the closing of the transactions contemplated by the Asset Exchange Agreement, and each of the parties shall cause their respective severance plans, policies, programs or arrangement to be interpreted and administered consistent with such intent.

2.5 WARN. The parties acknowledge their mutual understanding and intent that because of CCBCC's obligation to offer employment to each Business Employee pursuant to Section 2.1 hereof, the termination of such Business Employees upon the closing of the transactions contemplated by the Asset Exchange Agreement shall not constitute a "plant closing" or "mass layoff" within the meaning of the Worker Adjustment and Retraining Notification Act ("WARN") or any similar state or local law. Accordingly, CCBCC shall be solely responsible and agrees to indemnify and hold CCR harmless for any Losses under WARN or any similar state or local law arising out of CCBCC's failure to offer employment to all of the Business Employees pursuant to Section 2.1 hereof. CCBCC further agrees that it shall be solely responsible for any liability under WARN or any similar state or local law for any terminations of Transferred Employees occurring on or after the Closing Date.

ARTICLE III – EMPLOYEE BENEFITS

3.1 Severance. Each Transferred Employee will be eligible to participate in CCBCC's severance plans (if any) under the same terms and conditions as other similarly-situated employees of CCBCC. Until the Anniversary Date, CCBCC agrees to provide to any Transferred Employee who is involuntarily terminated by CCBCC for any reason, other than for Cause (as defined herein), severance benefits that are no less favorable than the severance benefits such employee would have received under the CCR Exempt Employee Severance Plan or the Coca-Cola Refreshments Severance Pay Plan for Nonexempt Employees, as in effect and applicable to such employee immediately prior to the Closing Date, it being understood that CCBCC will bear one hundred percent (100%) of the cost of any severance benefits so paid pursuant to this Section 3.1. For purposes of this Section 3.1, "Cause" means a reason for termination based on an employee's inappropriate behavior or conduct in violation of CCBCC's rules, policies, or directives and/or in violation of law, specifically excluding, however, an employee's inability to meet performance goals or criteria. CCBCC further agrees that any such severance benefits paid in accordance with this Section shall be conditioned upon the Transferred Employee executing and timely returning a release of claims agreement, the form of which, in the case of severance paid pursuant to the second sentence of this Section 3.1, shall be mutually acceptable to CCBCC and CCR and shall include, without limitation, a release of any and all claims such employee may have arising out or relating to such employee's employment with CCR and CCBCC or the termination thereof.

3.2 Service Credit. CCBCC shall take all actions necessary such that Transferred Employees shall be credited for their actual and credited service with CCR and each of its Affiliates, for purposes of participation, eligibility and vesting in CCBCC's "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA), the CCBCC Savings Plan, and CCBCC's vacation, service awards, and any other plans, policies or practices in which Transferred Employees may commence participation after the Closing; provided, however, that such crediting of service shall not operate to duplicate any benefit to any such Transferred Employee.

3.3 Health and Welfare Benefits.

(a) CCBCC shall take all action necessary to ensure that the Transferred Employees will be eligible to participate in CCBCC's "employee welfare benefit plan" to the same extent as CCBCC's other employees. CCBCC shall take all action necessary to ensure that, to the extent permitted under CCBCC's "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA) covering Transferred Employees after the Closing, such plans shall (i) waive any pre-existing condition exclusions, (ii) waive any proof of insurability, and (iii) recognize, for purposes of satisfying any deductibles and out-of-pocket amounts maximums during the plan year in which the Closing Date occurs, any payments made by any Transferred Employee toward deductibles and out-of-pocket maximums in any health or other insurance plan of CCR or an Affiliate of CCR. Within thirty (30) days after the Closing Date, CCR will make available to Transferred Employees a one-time cash payment to offset higher costs for employees in CCBCC's "employee welfare benefit plans" (if applicable), calculated for a period of two (2) years. CCBCC and CCR will share the cost and expense of providing such payment as mutually agreed by the parties.

(b) Business Employees who meet the eligibility requirements under CCR's retiree medical plan prior to the Closing Date may elect retiree medical benefits under such plan, and be eligible for hire by CCBCC. CCBCC will not offer retiree medical benefits to Transferred Employees. CCR will make available a one-time reimbursement payment to Transferred Employees who are adversely affected by the loss of retiree medical benefits as a result of the Closing and will bear one hundred percent (100%) of the cost of this payment (if applicable).

3.4 401(k) Benefits. CCR shall cause The Coca-Cola Company 401(k) Plan to fully vest the Transferred Employees in their accounts immediately prior to his or her termination of employment with CCR. CCBCC and CCR will share the cost and expense of providing such full vesting as mutually agreed by the parties. Transferred Employees will be eligible to participate in one or more defined contribution savings plans intended to qualify under Section 401(a) and 401(k) of the Code ("CCBCC Savings Plan") and, effective as of the Closing Date, CCBCC shall cause the CCBCC Savings Plan to provide for receipt of Transferred Employees' distribution of their account balances, including any outstanding loans and shares of The Coca-Cola Company common stock, in the form of an eligible rollover distribution from The Coca-Cola Company 401(k) Plan, provided such rollovers are made at the election of the Transferred Employees.

3.5 Pension Benefits. CCR shall cause The Coca-Cola Company Pension Plan to fully vest the Transferred Employees in their accrued benefit effective immediately prior to his or her termination of employment with CCR. In addition, CCR shall cause The Coca-Cola Company Pension Plan to provide an additional benefit accrual to each Transferred Employee, as of the date immediately before such employee's termination of employment with CCR, an amount equal to the difference between (i) the benefit accrual such employee would have received under The Coca-Cola Company Pension Plan if he or she had remained employed by CCR or its Affiliates from the date of his or her termination of employment with CCR until the second anniversary of the Closing Date, *minus* (ii) the excess (if any) between CCBCC's 401(k) matching formula and CCR's 401(k) matching formula. CCBCC and CCR will share the cost and expense of such full vesting and additional pension amount as mutually agreed by the parties. Notwithstanding the foregoing or any provision herein to the contrary, if CCR determines in good faith, that such additional benefit accrual under The Coca-Cola Company Pension Plan may cause the plan to violate Section 401(a) of the Code or is otherwise impermissible or inadvisable for any reason, CCR may, in its sole discretion, provide the amount set forth herein to the Transferred Employees in a lump-sum cash payment, subject to applicable tax withholding.

3.6 Automobile Allowance. CCBCC agrees to adopt or maintain an automobile allowance policy ("CCBCC's Auto-Allowance Policy") that is comparable, in the aggregate, to CCR's automobile allowance policy in effect immediately prior to the Closing Date. Transferred Employees who participated in CCR's automobile allowance policy immediately prior to Closing will be eligible to participate in CCBCC's Auto-Allowance Policy effective as of the Closing Date and until at least the Anniversary Date.

3.7 COBRA Coverage. CCR shall be solely responsible for offering and providing any COBRA coverage with respect to any of the Business Employees who is a "qualified beneficiary," who is covered by a CCR Employee Plan that is a "group health plan" and who experiences a "qualifying event" on or prior to the date the employee becomes a Transferred Employee. CCBCC shall be solely responsible for offering and providing any COBRA coverage required with respect to any Transferred Employee (or other qualified beneficiary), who becomes covered by a group health plan sponsored or contributed to by CCBCC and who experiences a qualifying event subsequent to the date the employee becomes a Transferred Employee. For purposes hereof, each of "qualified beneficiary", "group health plan" and "qualifying event" shall have the meaning ascribed thereto in Section 4980B of the Code.

3.8 Vacation Pay, Holidays and Sick Pay.

(a) CCBCC shall not assume or otherwise become liable for, and CCR shall not transfer to CCBCC, any liabilities of CCR with respect to accrued but unused vacation or paid time off (excluding sick pay) (collectively, the "Accrued Amounts"). CCR shall pay to each Transferred Employee the Accrued Amount with respect to such employee in accordance with CCR's regular payroll practices and procedures for the payment of wages to terminating employees. CCR will communicate the timing and amount of the payouts of the Accrued Amounts to CCBCC. Up to and including the Anniversary Date, CCBCC will honor CCR's vacation and holiday policies as to the number of days available as in effect on the date immediately prior to the Closing for the benefit of the Transferred Employees; provided, that CCBCC may, at its option, elect to provide the Transferred Employees with cash compensation in lieu of any such additional vacation or holidays that would be required under CCR's vacation, paid time off, and holiday policies. Except as provided in this Section 3.8(a), Transferred Employees' entitlement to vacation, paid time off or holidays will be accrued or available and used only in accordance with CCBCC's own vacation, paid time off and holiday policies.

(b) CCBCC will offer a sick pay transition benefit to Transferred Employees, which will include the creation of a temporary "bank" and credit such bank for each Transferred Employee with the lesser of ten (10) sick pay days or the number of the Transferred Employee's unused sick pay days as of the Closing Date as set forth in CCR's payroll records that will be made available for use by the Transferred Employees until the Anniversary Date, and which will be in addition to, and not in lieu of, any sick pay days to which the Transferred Employees may be entitled under the CCBCC's existing sick pay policy. Unused days from this temporary "bank" will not be paid out to Transferred Employees after the Anniversary Date. The cost of

providing this benefit will be shared between the parties, with CCBCC bearing the cost of the additional sick days one (1) through five (5) and CCR bearing the cost of additional days six (6) through ten (10). After the Anniversary Date, the parties will review the implementation of the sick pay transition benefit and associated costs as compared to other programs implemented by expanding participating bottlers other than CCBCC, and the parties may make such adjustments as are mutually agreed in order to ensure the continued effectiveness and consistency of similar programs that may be implemented in connection with future transactions, if any.

3.9 Plan Authority. No CCR Employee Plans or assets of any CCR Employee Plans shall be transferred to CCBCC or any Affiliate of CCBCC. Nothing contained herein, express or implied, constitutes an amendment or modification to CCR Employee Plans or CCR policies, programs or arrangements. Nothing contained herein, express or implied, shall prohibit the parties or their Affiliates, as applicable, from adding, deleting or changing provider of benefits, changing, increasing or decreasing co-payments, deductibles or other requirements for coverage or benefits (e.g., utilization review or pre-certification requirements), and/or making other changes in the administration of or in the design, coverage and benefits provided to such Transferred Employees. Without reducing the obligations set forth in this Article III, no provision in this Employee Matters Agreement shall be construed as a limitation on the right of the parties or their Affiliates, as applicable, to suspend, amend, modify or terminate any employee benefit plan. Further, no provision of this Employee Matters Agreement shall be construed as limiting the parties' or their Affiliates', as applicable, discretion and authority to interpret their respective employee benefit and compensation plans, agreements, arrangements, and programs in accordance with their terms and applicable law.

ARTICLE IV – OTHER EMPLOYEE MATTERS

4.1 Cooperation. CCBCC and CCR shall provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Employee Matters Agreement; provided, that initially CCR shall only be required to provide records with respect to the following: initial employment dates, termination dates, reemployment dates, hours of service, current compensation, Transferred Employee FMLA usage in the twelve (12) months prior to Closing, year to date contributions to The Coca-Cola Company 401(k) Plan and Code Section 125 health and dependent flexible spending accounts and the timing and amount of the payouts of Accrued Amounts to each Transferred Employee pursuant to Section 3.8(a). Subject to applicable laws, in connection with the Closing, upon CCBCC's request CCR will transfer to CCBCC the personnel and employment records of the Transferred Employees (including, without limitation, Department of Transportation records and performance appraisals) to the extent that CCBCC determines in its reasonable judgment that such records are necessary for the ongoing operation of the Business; provided, that in such case CCR will provide original records (including electronic records) to CCBCC unless CCBCC requests copies or only copies are in existence.

4.2 No Third-Party Beneficiaries. Nothing contained herein, express or implied, (a) is intended to confer or shall confer upon any employee, Business Employee or Transferred Employee any right to employment or continued employment for any period of time by reason of this Employee Matters Agreement, or any right to a particular term or condition of employment, (b) is intended to confer or shall confer upon any individual or any legal representative of any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees

and including collective bargaining agents or representatives) any right as a third-party beneficiary of this Employee Matters Agreement or (c) shall be deemed to confer upon any such individual or legal representative any rights under or with respect to any plan, program or arrangement described in or contemplated by this Employee Matters Agreement, and each such individual or legal representative shall be entitled to look only to the express terms of any such plans, programs or arrangements for his or her rights thereunder.

4.3 Employment Liabilities.

(a) CCR shall indemnify, defend and hold harmless the CCBCC Indemnified Parties against, and reimburse any CCBCC Indemnified Party for, all Losses that such CCBCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with (i) Employment-Related Obligations owed to any Business Employee (or their spouses or beneficiaries) to the extent arising prior to the Closing and (ii) any employees of CCR who are not hired by CCBCC hereunder. CCBCC shall indemnify, defend and hold harmless the TCCC Indemnified Parties against, and reimburse any TCCC Indemnified Party for, all Losses that such TCCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with Employment-Related Obligations owed to any Transferred Employee (or their spouses or beneficiaries) to the extent arising after the Closing. For purposes of this Employee Matters Agreement, "Employment-Related Obligations" means all Losses arising out of, related to, in respect of or in connection with employment relationships or alleged or potential employment relationships with the indemnifying party or their Affiliates relating to employees, leased employees, applicants and/or independent contractors or those individuals who are deemed to be employees of the indemnifying party or their Affiliates by contract or Law, including claims related to discrimination, torts, compensation for services (and related employment and withholding taxes), workers compensation or similar benefits and payments on account of occupational illnesses and injuries, employment contracts, invasion of privacy, infliction of emotional distress, defamation, slander, provision of leave under the FMLA or other similar Laws, car programs, relocation, expense-reporting, tax protection policies, claims arising out of WARN (except as otherwise set forth in Section 2.5) or employment, terms of employment, transfers, re-levels, demotions, failure to hire, failure to promote, compensation policies, practices and treatment, termination of employment, harassment, pay equity, employee benefits (including post-employment welfare and other benefits), employee treatment, employee suggestions or ideas, fiduciary performance, employment practices, the modification or termination of employee benefit plans, policies, programs, agreements and arrangement, and the like. Without limiting the generality of the foregoing, with respect to any employee, leased employees, and/or independent contractors or those individuals who are deemed to be employees, "Employment-Related Obligations" includes payroll and social security Taxes, contributions (whether voluntary or involuntary) to any retirement, health and welfare or similar plan or arrangement, notice, severance or similar payments required under Law and obligations under Law with respect to occupational injuries and illnesses.

(b) With respect to the parties' indemnity obligations set forth in this Section 4.3, (i) all Losses shall be net of any third-party insurance proceeds which have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification; (ii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement for any consequential, special, incidental, indirect or punitive

damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach hereof) unless any such damages or items are awarded to a third party in a Third Party Claim, provided that this Section 4.3(b)(ii) shall not limit or restrict in any way the right or ability of an Indemnified Party to recover damages that are direct and reasonably foreseeable; and (iii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses constitute a payment obligation of the Indemnified Party under this Employee Matters Agreement.

(c) In addition to, and not in limitation of, the foregoing, the parties agree that CCR shall have no liability to indemnify any CCBCC Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses are caused by or result from any action (i) that after the date of the Asset Exchange Agreement CCBCC requested CCR to take or refrain from taking in writing pursuant to Section 5.01(a) of the Asset Exchange Agreement (other than actions CCR is already obligated to take or refrain from taking under this Employee Matters Agreement or the Asset Exchange Agreement), (ii) taken pursuant to a written consent from CCBCC specifically authorizing such action, but only as long as CCR's request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of CCR hereunder or under the Asset Exchange Agreement, or (iii) that CCR or any of its Affiliates, having sought CCBCC's consent pursuant to Section 5.01(a) of the Asset Exchange Agreement, did not take as a result of CCBCC having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (i) and (ii), any such Losses constituting costs and expenses specifically and intentionally incurred by CCR to take any such action requested by CCBCC and agreed to by CCR.

ARTICLE V – MISCELLANEOUS

5.1 Entire Agreement. This Employee Matters Agreement (including Exhibit A attached hereto), together with the Asset Exchange Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be modified only in writing duly executed by the parties hereto.

5.2 Waiver. Neither the failure of any party hereto to insist upon the performance of any term or condition of this Employee Matters Agreement or to exercise any right or privilege conferred by this Employee Matters Agreement nor the waiver by any party of any such term or condition shall be construed as thereafter waiving any such term, condition, right or privilege.

5.3 Assignment. This Employee Matters Agreement shall be binding on the respective parties, their successors, legal representatives and assigns, and no party hereto shall have the right to assign, sublet, transfer, encumber or convey this Employee Matters Agreement or any interest in it without the written consent of the other party. Notwithstanding the preceding sentence, CCBCC may, without the prior written consent of CCR, assign all or any portion of its rights and obligations under this Employee Matters Agreement to one (1) or more of its direct or indirect wholly-owned subsidiaries provided no such assignment shall relieve CCBCC of any of its obligations hereunder.

5.4 Governing Law and Dispute Resolution.

(a) This Employee Matters Agreement (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that any claims, causes of action or disputes that may be based upon, arise out of or relate to this Employee Matters Agreement, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be resolved only in the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the District of Delaware and the appellate courts having jurisdiction of appeals from such courts (the "Delaware Courts"). In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Employee Matters Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts;

(ii) consents that any such Action may and shall be brought in the Delaware Courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in the Delaware Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02 of the Asset Exchange Agreement; and

(iv) agrees that nothing in this Employee Matters Agreement shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

(c) Should any party institute any action or proceeding in court to enforce any provision of this Employee Matters Agreement or for damages by reason of any alleged breach of any provision of this Employee Matters Agreement or for any other judicial remedy with respect to this Employee Matters Agreement, the prevailing party will be entitled to receive from the losing party all reasonable attorneys' fees of outside counsel and all reasonable out of pocket costs paid to third parties in connection with such proceeding. No attorneys' fees shall be awarded for the respective parties in-house counsel.

5.5 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS EMPLOYEE MATTERS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS EMPLOYEE MATTERS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS EMPLOYEE MATTERS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Severability. If any sentence, paragraph, clause, or portion of this Employee Matters Agreement is held to be in violation of any applicable law or public policy, such sentence, paragraph, clause or portion shall be of no effect, and the remainder of this Employee Matters Agreement shall be binding. In the event that any part of this Employee Matters Agreement is determined by a court of law to be unenforceable in any respect, CCBCC and CCR jointly intend and hereby request that the court substitute a judicially enforceable provision in its place taking into consideration the intent of the parties.

5.7 Counterparts. This Employee Matters Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Employee Matters Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Employee Matters Agreement. This Employee Matters Agreement shall become effective and binding upon each proposed party hereto upon the execution and delivery of a counterpart hereof by such party.

5.8 Notice. Any notice required to be given by any party herein to the other shall be given in accordance with Section 10.02 of the Asset Exchange Agreement.

5.9 Rules of Construction. All references to the terms Article, Section, Exhibit and Schedule are references to the Articles, Sections, Exhibits and Schedules of or to this Employee Matters Agreement unless otherwise specified.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, CCR and CCBCC have caused this Employee Matters Agreement to be executed on the date first written above by their respective duly authorized officers.

COCA-COLA REFRESHMENTS USA, INC.

By _____
Name:
Title:

COCA-COLA BOTTLING CO. CONSOLIDATED

By _____
Name:
Title:

EXHIBIT A

BUSINESS EMPLOYEES

[To be attached.]

Exhibit 2.2

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

dated as of September 29, 2017

by and between

COCA-COLA REFRESHMENTS USA, INC.

and

COCA-COLA BOTTLING CO. CONSOLIDATED

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EXHIBITS

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of September 29, 2017, is made by and between COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("CCR"; each of CCR and any Affiliate of CCR made a party hereto after the date hereof pursuant to Section 5.16 are referred to herein individually as a "Seller" and are referred to herein collectively as the "Sellers"), and COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation (the "Buyer").

RECITALS

WHEREAS, the Sellers are engaged in, among other things, the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the Territory;

WHEREAS, the Sellers wish to sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to the Buyer, and the Buyer wishes to purchase, acquire and accept from the Sellers, certain assets of the Sellers relating to the Business, and in connection therewith the Buyer is willing to assume certain liabilities and obligations of the Sellers relating thereto, all upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, in connection with the consummation of the transactions contemplated by this Agreement, the Buyer or a permitted Affiliate of the Buyer, CCR and TCCC (as defined herein) will enter into the CBA Amendment (as defined herein), which will govern the grant by CCR to the Buyer of certain exclusive rights (the "CBA Rights") to market, promote, distribute and sell the Covered Beverages (as defined in the Comprehensive Beverage Agreement (as defined herein)) and Related Products (as defined in the Comprehensive Beverage Agreement) under the Trademarks (as defined in the Comprehensive Beverage Agreement) in the Territory.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A to, or elsewhere in, this Agreement.

ARTICLE II

PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets.

(a) Transferred Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Sellers shall sell, convey, assign, transfer and deliver, or shall cause to be sold, conveyed, assigned, transferred or delivered, to the Buyer, and the Buyer shall purchase, acquire and accept from the Sellers, free and clear of all Liens except for Permitted Liens, all of the Sellers' right, title and interest in, to and under the assets and properties of the Sellers primarily related to, or primarily used or primarily held for use in connection with, the Business, including the following assets and properties as the same shall exist as of the Closing (all of such assets and properties being sold, conveyed, assigned, transferred or delivered are referred to herein collectively as the "Transferred Assets"):

(i) subject to Section 2.02, all rights and benefits of the Sellers under the leases governing the leased real property listed in Section 2.01(a)(i) of the Disclosure Schedule (the "Real Property"), together with the Sellers' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located thereon, including those structures, facilities and improvements listed in Section 2.01(a)(i) of the Disclosure Schedule, and all easements, licenses, rights and appurtenances related to the foregoing;

(ii) all finished goods, packaging materials and products for repacking operations, supplies and other inventories (including inventory located in vending equipment) primarily related to, or primarily used or primarily held for use in connection with, the Business, including those listed in Section 2.01(a)(ii) of the Disclosure Schedule;

(iii) all cold drink equipment and vending equipment primarily related to, or primarily used or primarily held for use in connection with, the Business, which equipment shall include all Transferred Fountain Equipment (collectively, the "Subject Equipment"), including the equipment described on Section 2.01(a)(iii) of the Disclosure Schedule;

(iv) all personal property owned by the Sellers and their interests therein primarily related to, or primarily used or primarily held for use in connection with, the Business, including the machinery, equipment (other than the Subject Equipment), furniture, furnishings, office equipment, communications equipment, forklifts, motorized vehicles, warehousing vehicles, trailers, spare and replacement parts, fuel, pre-mix and post-mix equipment and coolers, special event trailers, tools, beverage display and end aisle racks and advertising signs (illuminated and nonilluminated), point of sale materials and other tangible personal property (the "Tangible Personal Property"), including (A) those motorized vehicles, trailers, forklifts and warehousing vehicles listed on Section 2.01(a)(iv)-1 of the Disclosure Schedule and (B) those other items of personal property listed in Section 2.01(a)(iv)-2 of the Disclosure Schedule;

(v) subject to Section 2.02 and other than any Excluded Contracts, and except for any and all rights under any bottling, manufacturing, distribution, sales or other related contract or agreement for any TCCC brands and any of the goodwill and other intangible rights or assets associated therewith, all rights under (A) the Material Contracts set forth on Section 3.12(a) of the Disclosure Schedule, (B) those contracts and

agreements primarily entered into in connection with the Business in the ordinary course of business that are not Material Contracts required to be disclosed on Section 3.12(a) of the Disclosure Schedule or that are entered into between the date hereof and the Closing Date in accordance with Section 5.01 that would not be required to be so disclosed on Section 3.12(a) of the Disclosure Schedule had such contracts or agreements been in existence as of the date hereof, (C) any contract or agreement entered into between the date hereof and the Closing Date in accordance with Section 5.01 which, had such contract or agreement been entered into prior to the date hereof, would have been a Material Contract required to be set forth on Section 3.12(a) of the Disclosure Schedule (each, a "Pre-Closing Material Contract") and (D) any Shared Contract, to the extent assigned to the Buyer pursuant to a Partial Assignment and Release under Section 5.17 (collectively, the "Assumed Contracts");

(vi) subject to Section 2.02 and to the extent transferable, all Material Permits, Environmental Permits and all other licenses, permits and other governmental authorizations primarily related to, or primarily used or primarily held for use in connection with, the Business, including those listed in Section 2.01(a)(vi) of the Disclosure Schedule;

(vii) the original books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and data, sales and purchase correspondence, quality control records and procedures, lists of customers, customer records and, as and to the extent provided in the Employee Matters Agreement, personnel and employment records, in each case, related to, or primarily used or primarily held for use in connection with, the Business, provided that the Sellers shall retain copies of each of the foregoing, and provided, further, that if the Sellers are required by Law to retain the originals of such books, records, files and papers, they may do so and in such case they will provide the Buyer with copies thereof;

(viii) the deposits, advances, lease and rental expenses, pre-paid expenses, deferred charges, accrued rebates and credits and similar items set forth on the Final Amounts Schedule and which are not included in the Retained Assets;

(ix) the licensed Intellectual Property listed in Section 2.01(a)(ix) of the Disclosure Schedule (collectively, the "Transferred Licensed Intellectual Property"), which Transferred Licensed Intellectual Property, for purposes of clarity, shall not include any ownership or other proprietary interest in any Intellectual Property of the Sellers or their Affiliates (including TCCC) not specifically set forth on Section 2.01(a)(ix) of the Disclosure Schedule or any goodwill or other intangible rights or assets relating to or associated with the Intellectual Property of the Sellers or their Affiliates (including TCCC);

(x) the exclusive right for the Buyer to hold itself out as the purchaser of the Business (subject to the limitations set forth in Section 5.12 and Section 10.03), provided that such rights shall not be deemed to include any Intellectual Property (other than the Transferred Licensed Intellectual Property) of the Sellers or their Affiliates (including TCCC);

(xi) all casualty insurance benefits, if any, to the extent relating to events occurring with respect to the Transferred Assets prior to the Closing;

(xii) all of the Sellers' rights under warranties, indemnities and all similar rights against third parties to the extent related to any Transferred Assets;

(xiii) subject to Section 2.01(b)(vi), all Tax Returns related solely to the Business or the Transferred Assets;

(xiv) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the Sellers, whether arising by way of claim, counterclaim or otherwise, in each case, primarily related to the Business, the Transferred Assets or the Assumed Liabilities;

(xv) all petty cash used in the Business, as identified on the relevant balance sheet;

(xvi) those assets of the Business included within Net Working Capital or Other Assets and Liabilities which are reflected as assets on the Final Amounts Schedule and which are not Retained Assets, but only to the extent of the amounts so included; and

(xvii) the rights and other assets listed in Section 2.01(a)(xvii) of the Disclosure Schedule.

(b) Excluded Assets. Notwithstanding anything in Section 2.01(a) to the contrary, the Sellers are not selling, and the Buyer expressly understands and agrees that the Buyer is not buying, any assets and properties of the Sellers other than those specifically listed or described more generally in Section 2.01(a), and, without limiting the generality of the foregoing, the term "Transferred Assets" shall expressly exclude the following assets and properties of the Sellers and their Affiliates, all of which shall be retained by the Sellers and their Affiliates (the "Excluded Assets"):

(i) other than as described in Section 2.01(a)(xv) or Section 2.01(a)(xvi), all cash, cash equivalents or marketable securities of the Sellers and their Affiliates on hand or held by any bank or other third Person and all rights to any bank accounts of the Sellers and their Affiliates;

(ii) all raw materials, work in process and packaging materials (other than packaging materials and products used for repacking operations) of the Business;

(iii) all accounts receivable of the Sellers and their Affiliates (including all such accounts receivable earned or accrued as of 12:01 a.m. Eastern Time on the Closing Date), and any loans and advances by the Sellers;

(iv) all franchise rights, if any, and, except for the Transferred Licensed Intellectual Property, all Intellectual Property owned by, licensed to or otherwise authorized for use by the Sellers or any of their Affiliates;

(v) except as set forth in Section 2.01(a)(i) of the Disclosure Schedule, all of the Sellers' right, title and interest in owned and leased real property and other interests in real property including all such right, title and interest under each real property lease pursuant to which any Seller leases, subleases (as sub-landlord or sub-tenant) or otherwise occupies any such leased real property, together in each case with the Sellers' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located on any such real property and all easements, licenses, rights and appurtenances related to the foregoing;

(vi) all Tax Returns (other than Tax Returns related solely to the Business or the Transferred Assets, except that the Sellers and their Affiliates will retain all federal and state income Tax Returns of the Sellers and/or their Affiliates, regardless of whether such income Tax Returns are related to the Business) and Tax Assets;

(vii) any employee benefit plans, programs, arrangements and agreements (including any retirement benefit and post-retirement health benefit plans, programs, arrangements and agreements, but not including any such agreements which are Assumed Contracts) sponsored or maintained by the Sellers or their respective Affiliates, and any trusts and other assets related thereto;

(viii) subject to Section 2.01(a)(xi), all policies of, or agreements for, insurance and interests in insurance pools and programs of the Sellers;

(ix) all causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the Sellers (including counterclaims) and defenses (A) against third parties relating primarily to any of the Excluded Assets or the Excluded Liabilities as well as any books, records and privileged information relating thereto or (B) relating to any period through the Closing to the extent that the assertion of such cause of action or defense is necessary or useful in defending any claim that is asserted against the Sellers or for which indemnification is sought by the Buyer pursuant to Article IX;

(x) any interest of any Seller under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xi) all personnel and employment records for employees and former employees of the Sellers, including Business Employees, except as otherwise provided in the Employee Matters Agreement;

(xii) (A) all corporate minute books (and other similar corporate records) and stock records of the Sellers; (B) any books and records relating primarily to the Excluded Assets; (C) any books, records or other materials that the Sellers (x) are required by Law to retain, (y) reasonably believe are necessary to enable the Sellers to prepare and/or file Tax Returns (copies of which will be made available to the Buyer upon the Buyer's reasonable request) or (z) are prohibited by Law from delivering to the Buyer; and (D) copies of sales and promotional literature, manuals and data, sales and purchase correspondence, lists of suppliers and customers, and personnel and employment records that are Transferred Assets, provided that if the Sellers are required by Law to retain the originals of any such records, they may do so and in such case they will provide the Buyer with copies thereof;

(xiii) all Excluded Fountain Equipment;

(xiv) any and all rights under any bottling, manufacturing, distribution, sales or other related agreement for any TCCC brands and any of the goodwill and other intangible rights or assets associated therewith;

(xv) any other assets, properties, rights, contracts and claims of the Sellers or their Affiliates, wherever located, whether tangible or intangible, real, personal or mixed, in each case that are specifically listed in Section 2.01(b)(xv) of the Disclosure Schedule;

(xvi) any other assets, properties, rights, contracts and claims of the Sellers or their Affiliates wherever located, whether tangible or intangible, real, personal or mixed, that are not primarily related to or primarily used or primarily held for use in connection with the Business;

(xvii) any Shared Contract, to the extent not assigned to the Buyer pursuant to a Partial Assignment and Release under Section 5.17;

(xviii) any Excluded Contract;

(xix) all Retained Assets; and

(xx) the CBA Rights (and any and all ownership or other proprietary interest in any goodwill and other intangible rights or assets relating thereto or associated therewith), which are governed by the Comprehensive Beverage Agreement.

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, and subject to the exclusion of the Excluded Liabilities, the Buyer hereby agrees, effective at the time of the Closing and from and after the Closing, to assume and agree to pay, discharge and perform in accordance with their terms, only the following liabilities, commitments and obligations of the Sellers arising from or relating to the Transferred Assets or the Business, as the same shall exist as of the Closing (the "Assumed Liabilities"):

(i) all liabilities, commitments and obligations arising under any of the Assumed Contracts to the extent such liabilities, commitments and obligations are required to be performed on or after, or relate to any period beginning on or after, the Closing and to the extent that they do not relate to any failure to perform or other breach, default or violation by a Seller under any such Assumed Contract prior to the Closing;

(ii) any liability or obligation with respect to Taxes imposed with respect to the Transferred Assets or the operation of the Business for any period beginning on or after the Closing Date (none of which, for the avoidance of doubt, shall include any Taxes arising from the Sellers' operation of the Business prior to the Closing Date or the Sellers' operation at any time of any business other than the Business), taking into account the allocation described in Section 2.08(a);

(iii) the obligations of the Buyer with respect to Business Employees arising under or otherwise set forth in the Employee Matters Agreement;

(iv) the obligation of CCR under that certain Amended and Restated Monster Energy Distribution Agreement dated as of June 12, 2015, between Monster Energy Company ("MEC") and CCR, to pay, on a semi-annual basis, to the Coca-Cola North America division of TCCC, an amount per standard physical case of Monster brand beverage products sold in the Territory following the Closing and during the term of the Buyer's Monster distribution agreement with MEC equal to the amount to be paid by the Buyer to TCCC on a semi-annual basis under the Buyer MEC Consent Agreement per standard physical case of Monster brand beverage products sold in the Additional Territory (as defined in the Buyer MEC Consent Agreement); and

(v) the liabilities of the Business included in Net Working Capital or Other Assets and Liabilities (in each case, other than any Retained Liabilities) on the Final Amounts Schedule, but only to the extent of the amounts so included.

(d) Excluded Liabilities. Except as specifically set forth in Section 2.01(c), the Buyer is not assuming or agreeing to pay or discharge any of the liabilities, commitments or obligations of the Sellers (or any of their Affiliates) of any kind whatsoever (all such liabilities, commitments and obligations not being assumed being herein referred to as the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

(i) any Debt of any Seller or any of its Affiliates;

(ii) any liability, commitment or obligation relating to or arising under any Excluded Asset;

(iii) any liability, commitment or obligation with respect to Taxes of the Sellers or related to the Transferred Assets or the operation of the Business prior to the Closing Date (except to the extent specifically assumed pursuant to Section 6.01);

(iv) all accounts payable of the Sellers (including all accounts payable of the Business accrued as of 12:01 a.m. Eastern Time on the Closing Date), any amounts payable after the Closing for any goods or services delivered or performed prior to the Closing Date and any accrued expenses which are not reflected as current liabilities on the Final Amounts Schedule;

(v) all employment-related obligations or other liabilities of any kind or nature with respect to the Business Employees that arise prior to the Closing Date, including the obligations that are specifically retained by the Sellers under the Employee Matters Agreement, and any obligations arising under the Employee Plans;

(vi) any liability, commitment or obligation arising out of (A) any actual or alleged violation of any Environmental Law or Release of Hazardous Substances at any property that was formerly owned or leased in connection with the Business and that is not a Transferred Asset, (B) any Release of Hazardous Substances prior to the Closing at any Real Property or at any third party site to which the Business shipped such Hazardous Substances for the purpose of treatment, storage or disposal prior to the Closing Date or (C) any matter disclosed on Section 3.11 of the Disclosure Schedule (except to the extent that any such matter expressly described therein (other than any such matter for which the Sellers are obligated to conduct Environmental Activities pursuant to Section 5.19) is exacerbated by any action taken or not taken by the Buyer or its Affiliates after the Closing);

(vii) any liability, commitment or obligation for any intercompany accounts payable (including trade accounts payable) of, or other loan or advance by, TCCC or its Affiliates to any Seller;

(viii) any liability, commitment or obligation with respect to any recall, product liability or similar claims for injury to a Person or property, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects, in each case relating to any Pre-Closing Products (except to the extent that such liability, commitment or obligation results from or relates to any action taken or not taken by the Buyer or its Affiliates);

(ix) any liability, commitment or obligation to indemnify, reimburse or advance amounts to any officer, director, employee or agent of the Sellers (including with respect to any breach of fiduciary obligations by same), except for indemnification of same pursuant to Section 9.03 as TCCC Indemnified Parties or except as otherwise provided by the Employee Matters Agreement;

(x) any liability, commitment or obligation in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Transferred Assets to the extent such Action relates primarily to such operation prior to the Closing, including claims by any employee of the Sellers or their Affiliates;

(xi) any liability, commitment or obligation of the Sellers under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xii) any liability, commitment or obligation arising under any Assumed Contract as a result of or in connection with any failure to perform, or other breach, default or violation by a Seller prior to the Closing;

(xiii) all Retained Liabilities; and

(xiv) any liability, commitment or obligation relating to or arising under any former operations of the Business that have been discontinued or disposed of prior to the Closing.

Section 2.02 Assignment of Contracts and Rights; Third Party Consents. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party thereto, would constitute a breach or other contravention thereof or a violation of Law or would in any way adversely affect the rights of the Buyer thereunder. Subject to Section 5.05(b), the Sellers and the Buyer will each use their reasonable best efforts to obtain the consent of the other parties to any such Transferred Asset or any claim or right or any benefit arising thereunder for the assignment thereof to the Buyer as the Buyer may reasonably request. If such consent is not obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of Law or would adversely affect the rights of the Buyer (as assignee of the applicable Seller) thereto or thereunder so that the Buyer would not in fact receive all such rights, the Sellers and the Buyer will, subject to Section 5.05(b), cooperate in a mutually agreeable arrangement, such as a subcontracting, sublicensing or subleasing arrangement, under which the Buyer would, in compliance with Law, obtain the benefits, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with such Transferred Asset or such claim, right or benefit in accordance with this Agreement, or under which the Sellers would, upon the Buyer's request, enforce for the benefit (and at the expense) of the Buyer any and all of their rights against a third party associated with such Transferred Asset or such claim, right or benefit, and the Sellers would promptly pay to the Buyer when received all monies received by them under any such Transferred Asset or such claim, right or benefit. Notwithstanding any other provision of this Agreement to the contrary, this Section 2.02 will not apply to Shared Contracts, and the parties' obligations with respect to Shared Contracts will be governed by Section 5.17.

Section 2.03 Closing. On the Business Day which is the Buyer's first accounting day in the fiscal month commencing with the fiscal month beginning in October, 2017, in which the conditions set forth in Article VII that are contemplated to be satisfied prior to the Closing are satisfied or are waived by the party entitled to grant such waiver, or on such other date as the Sellers and the Buyer may agree, the sale and purchase of the Transferred Assets and the assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "Closing") that will be held at the offices of King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, GA 30309, at 12:01 a.m. Eastern Time or such other place, time or means (including electronically) as the Sellers and the Buyer may agree in writing. The date on which the Closing takes place is referred to herein as the "Closing Date".

Section 2.04 Purchase Price.

(a) Subject to adjustment pursuant to Section 2.07, the aggregate amount to be paid by the Buyer for the Transferred Assets shall be $36,559,123.94 (the "Base Purchase Price"). It is understood that, subject to adjustment pursuant to Section 2.07, the aggregate purchase price for the Transferred Assets is equal to $40,540,352.91 (the "Purchase Price"), calculated as (a) the Base Purchase Price, plus (b) the value of the Retained Assets, minus (c) the value of the Retained Liabilities. For the avoidance of doubt, the parties hereto agree that neither the Base Purchase Price nor the Purchase Price includes any payments contemplated by the Comprehensive Beverage Agreement.

(b) On the Business Day immediately preceding the Closing Date**,** the Buyer shall deliver to the Sellers an amount in cash (the "Closing Cash Payment") equal to (i) the Purchase Price, minus (ii) the amount of the Estimated Net Working Capital Deficit, if any, plus (iii) the amount of the Estimated Net Working Capital Surplus, if any, minus (iv) the amount of the Estimated Other Third-Party Brand Deficit, if any, plus (v) the amount of the Estimated Other Third-Party Brand Surplus, if any, minus (vi) the amount of the Estimated DP Deficit, if any, plus (vii) the amount of the Estimated DP Surplus, if any, minus (viii) the amount of the Estimated Residual Transferred Assets Deficit, if any, plus (ix) the amount of the Estimated Residual Transferred Assets Surplus, if any, minus (x) the amount of the Estimated Other Assets and Liabilities Deficit, if any, plus (xi) the amount of the Estimated Other Assets and Liabilities Surplus, if any, minus (xii) the Estimated Retained Assets Amount, plus (xiii) the Estimated Retained Liabilities Amount, by wire transfer in immediately available funds, to an account or accounts as directed by the Sellers, provided that the Sellers will designate such account or accounts no later than three (3) Business Days prior to the anticipated Closing Date.

(c) The Sellers shall hold the Closing Cash Payment in an account in trust upon receipt thereof, solely for the benefit of the Buyer, pending the Closing. If the Closing does not occur by noon Eastern Time on the first Business Day following the date of delivery of the Closing Cash Payment to the Sellers (the "Anticipated Closing Date"), upon written request by the Buyer, the Sellers will disburse the Closing Cash Payment to the Buyer prior to 5:00 p.m. Eastern Time on the Anticipated Closing Date, by wire transfer in immediately available funds, to an account or accounts as directed by the Buyer, provided, that the Buyer will designate such account or accounts no later than three (3) Business Days prior to the Anticipated Closing Date. If the Closing occurs at or prior to noon Eastern Time on the Anticipated Closing Date, the Closing Cash Payment shall, simultaneously with the Closing and without further action by any party, automatically be released from trust and become the sole property of the Sellers. For avoidance of doubt, at all times when the Sellers are holding the Closing Cash Payment in trust for the benefit of the Buyer, the Closing Cash Payment shall be the sole property of the Buyer.

Section 2.05 Closing Deliveries by the Sellers. At the Closing, the Sellers shall deliver or cause to be delivered to the Buyer:

(a) a receipt for the Closing Cash Payment;

(b) the Bill of Sale, Assignment and Assumption Agreement and all such other deeds, bills of sale, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to vest in the Buyer all right, title and interest in, to and under the Transferred Assets;

(c) with respect to the Real Property, an Assignment and Assumption of Lease substantially in the form attached hereto as Exhibit C (the "Assignment and Assumption of Lease"), duly executed by the applicable Seller and, if necessary, such Seller's signature shall be witnessed and/or notarized;

(d) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) executed by each Seller that such Seller is not a foreign person within the meaning of Section 1445 of the Code, together with such other certificates or undertakings as shall be reasonably required to permit the Closing Cash Payment to be paid without provision for withholding Taxes under the Laws of any applicable jurisdiction; provided, that any failure by the Sellers to deliver any such certificates or undertakings at the Closing will not be deemed to constitute the failure of any condition set forth in Article VII, and the Buyer's sole remedy in respect thereof will be to withhold an appropriate amount of Taxes from the Closing Cash Payment; and

(e) the other documents and certificates required to be delivered pursuant to Section 7.03.

Section 2.06 Closing Deliveries by the Buyer. At the Closing, the Buyer shall deliver or cause to be delivered to the Sellers:

(a) the Bill of Sale, Assignment and Assumption Agreement, duly executed by the Buyer;

(b) with respect to the Real Property, the Assignment and Assumption of Lease, duly executed by the Buyer and, if necessary, the Buyer's signature shall be witnessed and/or notarized; and

(c) the other documents and certificates required to be delivered pursuant to Section 7.02.

Section 2.07 Adjustment of Purchase Price.

(a) The Sellers have prepared and delivered to the Buyer (1) an estimated closing statement of the Business as of the Closing Date (the "Estimated Closing Statement"), signed by an authorized officer of the Sellers (on behalf and in the name of the Sellers), which sets forth (i) the Estimated Net Working Capital Amount, (ii) (A) the Estimated Net Working Capital Surplus, if any, or (B) the Estimated Net Working Capital Deficit, if any, (iii) the Estimated Other Third-Party Brand Amount, (iv) (A) the Estimated Other Third-Party Brand Surplus, if any, or (B) the Estimated Other Third-Party Brand Deficit, if any, (v) the Estimated DP Amount, (vi) (A) the Estimated DP Surplus, if any, or (B) the Estimated DP Deficit, if any, (vii) the Estimated Residual Transferred Assets Amount, (viii) (A) the Estimated Residual Transferred Assets Surplus, if any, or (B) the Estimated Residual Transferred Assets Deficit, if any, (ix) the Estimated Other Assets and Liabilities Amount, (x) (A) the Estimated Other Assets and Liabilities Surplus, if any, or (B) the Estimated Other Assets and Liabilities Deficit, if any, (xi) the Estimated Retained Assets Amount, and (xii) the Estimated Retained Liabilities Amount, and (2) the unaudited balance sheet of the Business as of the Business Day that is the Sellers' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs determined consistent with the Agreed Financial Methodology (the "Estimated Closing Date Unaudited Balance Sheet"). All estimates set forth in the Estimated Closing Statement contemplated by clauses (iii), (iv), (v) and (vi) of the preceding sentence will be based

on, and be consistent with, (x) the unaudited statement of income of the Business included in the 2016 Data and (y) the Agreed Financial Methodology, and such estimates shall be as of December 31, 2016. All other estimates set forth in the Estimated Closing Statement will be consistent with the Agreed Financial Methodology, and such estimates shall be based on the Sellers' data included in the Estimated Closing Date Unaudited Balance Sheet. The Sellers conducted a physical inventory count on the Business Day which was the Sellers' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs for the purpose of preparing the Estimated Closing Statement.

(b) The Sellers hereby agree to conduct a physical inventory count on the Closing Date for the purpose of preparing the Preliminary Amounts Schedule. The Sellers hereby agree that the Buyer and its Representatives shall be permitted to attend any such physical inventory count conducted by the Sellers at such time and at such places as the Sellers specify. No later than one hundred twenty (120) days following the Closing Date, the Sellers will prepare, or cause to be prepared, and will deliver to the Buyer the Closing Financial Information and the Preliminary Amounts Schedule. The Preliminary Amounts Schedule will be based on, and consistent with, the Closing Financial Information. Upon reasonable prior written notice, the Buyer shall provide the Sellers and their respective Representatives with reasonable access, during normal business hours, to the Buyer's Representatives and such books and records as may be reasonably requested by the Sellers and their respective Representatives in order to prepare the Closing Financial Information and the Preliminary Amounts Schedule; provided, however, that (i) such access shall not unreasonably interfere with any of the businesses or operations of the Buyer or any of its Affiliates and (ii) the auditors and accountants of the Buyer or any of its Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(c) The Buyer shall have one hundred twenty (120) days following receipt of the Preliminary Amounts Schedule during which to notify the Sellers of any dispute of any item contained in the Preliminary Amounts Schedule, which notice shall set forth in reasonable detail the basis for such dispute (a "Notice of Dispute"); provided, that the Notice of Dispute may not contain any disputes with respect to the calculation of the portion of the Residual Transferred Assets Amount attributable to the failure of the Buyer to locate or determine the existence of any Subject Equipment, it being understood that all disputes with respect to such matters will be governed by Section 2.10. Upon reasonable prior written notice, the Sellers shall provide the Buyer and its Representatives with reasonable access, during normal business hours, to the Sellers' Representatives and such books and records as may be reasonably requested by the Buyer and its Representatives in order to verify the information contained in the Closing Financial Information and the Preliminary Amounts Schedule; provided, however, that (i) such access shall not unreasonably interfere with any of the businesses or operations of the Sellers or their Affiliates and (ii) the auditors and accountants of the Sellers or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(d) If the Buyer does not provide the Sellers with a Notice of Dispute within such one hundred twenty (120) day period, the Preliminary Amounts Schedule prepared by the Sellers shall be deemed to be the Final Amounts Schedule and will be conclusive and binding upon all parties hereto.

(e) If the Buyer provides the Sellers with a Notice of Dispute within such one hundred twenty (120) day period, the Buyer and the Sellers shall cooperate in good faith to resolve any such dispute as promptly as possible, and upon such resolution, the Final Amounts Schedule shall be prepared in accordance with the agreement of the Buyer and the Sellers. If the Buyer and the Sellers are unable to resolve any dispute regarding the Preliminary Amounts Schedule within thirty (30) days after the Sellers' receipt of the Notice of Dispute, or such longer period as the Buyer and the Sellers shall mutually agree in writing, such dispute shall be resolved in accordance with Section 2.07(f).

(f) Arbitration. If the Buyer and the Sellers are unable to resolve any dispute regarding the Preliminary Amounts Schedule, within thirty (30) days after the Sellers' receipt of the Notice of Dispute, or such longer period as the Buyer and the Sellers shall mutually agree in writing, such dispute shall be resolved by a mutually agreed upon accounting firm that, unless otherwise mutually agreed by the parties, is independent of the Buyer and each Seller (meaning a firm of certified public accountants that has not provided services to any of the parties hereto or their Affiliates during the immediately preceding five (5) years) (such accounting firm, the "Arbitrator"). Such resolution shall be final and binding on the parties hereto and the Final Amounts Schedule shall be prepared in accordance with the resolution of the Arbitrator. The Buyer and the Sellers shall submit to the Arbitrator for review and resolution all matters (but only such matters) that are set forth in the Notice of Dispute that remain in dispute in determining the Net Working Capital Amount, the Other Third-Party Brand Amount, the DP Amount, the Residual Transferred Assets Amount, the Other Assets and Liabilities Amount, the Retained Assets Amount, or the Retained Liabilities Amount, as the case may be, and the Arbitrator shall, except in the case of manifest error, (A) not assign a value to any item in dispute greater than the greatest value for such item assigned by the Buyer, on the one hand, or the Sellers, on the other hand, or less than the smallest value for such item assigned by the Buyer, on the one hand, or the Sellers, on the other hand, and (B) make its determination based on written submissions by the Buyer and the Sellers which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Arbitrator shall use commercially reasonable efforts to complete its work within forty-five (45) days following its engagement. The fees, costs and expenses of the Arbitrator (i) shall be borne by the Buyer in the proportion that the aggregate dollar amount of all such disputed items so submitted that are resolved against the Buyer (as finally determined by the Arbitrator) bears to the aggregate dollar amount of such items so submitted and (ii) shall be borne by the Sellers in the proportion that the aggregate dollar amount of such disputed items so submitted that are resolved against the Sellers (as finally determined by the Arbitrator) bears to the aggregate dollar amount of all such items so submitted.

(g) Adjustment Payments. Within five (5) Business Days following the determination of the Final Amounts Schedule in accordance with this Section 2.07:

(i) to the extent that there is a Closing Amounts Deficit, the Sellers shall pay to the Buyer in cash an amount equal to the Closing Amounts Deficit by wire transfer of immediately available funds to an account designated by the Buyer. Upon such payment, the Sellers shall be fully released and discharged of any obligation with respect to the Closing Amounts Deficit;

(ii) to the extent that there is a Closing Amounts Surplus, the Buyer shall pay to the Sellers in cash an amount equal to the Closing Amounts Surplus by wire transfer of immediately available funds to an account designated by the Sellers. Upon such payment, the Buyer shall be fully released and discharged of any obligation with respect to the Closing Amounts Surplus; and

(iii) any payment made pursuant to this Section 2.07(g) shall include an additional amount of interest on the amount so remitted at a rate per annum equal to the Six-Month Treasury Rate, which additional amount of interest shall accrue from and after the first calendar day after the Closing Date until the date of payment.

Section 2.08 Allocation of Certain Items. With respect to certain expenses incurred with respect to the Transferred Assets in the operation of the Business, the following allocations shall be made between the Buyer on the one hand and the Sellers on the other:

(a) Taxes. Except as otherwise provided by Section 6.01, real and ad valorem property Taxes shall be apportioned at the Closing based upon the amounts set forth in the current Tax bills therefor and the number of days in the taxable period prior to the Closing Date and in the taxable period including and following the Closing Date, and if necessary such Taxes shall be further apportioned after the parties hereto receive the final Tax bills relating thereto.

(b) Utilities. Utilities, water and sewer charges shall be apportioned based upon the number of days occurring prior to the Closing Date and including and following the Closing Date during the billing period for each such charge.

(c) Other. Other similar obligations paid in the ordinary course of business, including rent and lease obligations, as well as obligations owed to Business Employees in respect of reimbursable automobile-related expenses, shall be apportioned based upon the number of days occurring prior to the Closing Date and including and following the Closing Date during the billing period for each such charge.

Appropriate cash payments by the Buyer or the Sellers, as the case may require, shall be made hereunder from time to time as soon as practicable after the facts giving rise to the obligation for such payments are known in the amounts necessary to give effect to the allocations provided for in this Section 2.08; provided, however, that such payments shall not be required to the extent an accrued expense or prepaid expense is adequately reflected with respect to such item on the Final Amounts Schedule.

Section 2.09 Allocation of Purchase Price. Within forty-five (45) days after the later of (a) the determination of the Final Amounts Schedule in accordance with Section 2.07 and (b) the final resolution of the Missing Equipment Notice in accordance with Section 2.10(c), the Buyer shall deliver to the Sellers a schedule (the "Allocation Schedule") allocating the Purchase

Price (together with the Assumed Liabilities and any other items treated as consideration for the Transferred Assets for Tax purposes) among the Transferred Assets; provided, however, that, in any event, the Buyer will deliver a draft of the allocation schedule with respect to the Closing to the Sellers no later than June 30, 2018. The Allocation Schedule shall be reasonable and shall be prepared in accordance with Section 1060 of the Code and the Treasury Regulations thereunder. Such allocation shall be deemed final unless the Sellers shall have notified the Buyer in writing of any disagreement with the Allocation Schedule within thirty (30) days after submission thereof by the Buyer. In the event of such disagreement, the Buyer and the Sellers shall use reasonable efforts to reach agreement on a reasonable allocation. In the event that the Buyer and the Sellers do not reach an agreement, the Arbitrator shall make a determination as to each disputed item, which determination shall be final and binding upon the Buyer and the Sellers. The Buyer and the Sellers agree to file their respective Internal Revenue Service Forms 8594, and all federal, state, and local Tax Returns, in accordance with the Allocation Schedule as finally determined under this Section 2.09. The Buyer and the Sellers each agree to provide the other promptly with any other information required to complete the Allocation Schedule and their Forms 8594.

Section 2.10 Vending and Cold Drink Equipment.

(a) Set forth on Section 2.01(a)(iii) of the Disclosure Schedule is a list of the Subject Equipment that the Sellers have assigned a Net Book Value greater than $20 and that has been serviced within the previous twenty-four (24) months and/or has produced revenue within the previous twelve (12) months and the location thereof (as updated pursuant to this Section 2.10, the "Key Subject Equipment"), as well as a depreciation schedule and the acquisition cost for the Key Subject Equipment. Within one hundred twenty (120) days following the Closing, the Sellers will, by written notice to the Buyer in accordance with the terms of this Agreement, amend or supplement Section 2.01(a)(iii) of the Disclosure Schedule (as amended or supplemented, the "Closing Key Subject Equipment Schedule") to update the list of the Key Subject Equipment existing as of the Closing Date and the corresponding acquisition cost and accumulated depreciation (such update for the accumulated depreciation shall be made to the accumulated depreciation data set forth in the update of Section 2.01(a)(iii) of the Disclosure Schedule delivered pursuant to Section 5.08) for the Key Subject Equipment, as well as the method for computing the agreed replacement value of each item of Key Subject Equipment (the "Agreed Replacement Value") following the Closing and a "weighted average" value for each category of Key Subject Equipment (the "Weighted Average Value") as of the Closing Date.

(b) Each of the parties hereto hereby agrees that, although the physical location or existence of certain pieces of the Key Subject Equipment as reflected on the Closing Key Subject Equipment Schedule may not be determinable, the failure of the Buyer to locate or determine the existence of all such Key Subject Equipment will not provide the basis of or result in a reduction of or adjustment to the Purchase Price (except as otherwise provided in this Section 2.10) or otherwise provide the basis of or result in a claim for indemnification under Article IX. Within ten (10) Business Days following the six (6) month anniversary of the delivery by the Sellers to the Buyer of the Closing Key Subject Equipment Schedule, the Buyer shall deliver written notice to the Sellers (the "Missing Equipment Notice") with the following information: (i) a list of each item of Key Subject Equipment which the Buyer has failed to locate or the existence of which the Buyer has failed to determine (the "Missing Equipment"),

(ii) the Weighted Average Value of each item of Missing Equipment, (iii) a list of each other item of Subject Equipment present at the location specified for an item of Missing Equipment on the Closing Key Subject Equipment Schedule, which list shall specify the location (outlet name and address along with outlet number), make, model and asset identification number for each such other item of Subject Equipment, the date such item was observed and the name of the individual who made such observation, and (iv) a list of any Substitute Subject Equipment that the Buyer has located during such period following the Closing; provided, that the Buyer may only provide the Sellers with one (1) Missing Equipment Notice, which Missing Equipment Notice may be adjusted pursuant to Section 2.10(c). The Missing Equipment Notice will also include a calculation (the "Threshold Calculation") of whether the total Weighted Average Value of all Missing Equipment included in the Missing Equipment Notice exceeds five percent (5%) (the "Subject Equipment Threshold") of the total Weighted Average Value of (I) all Key Subject Equipment listed on the Closing Key Subject Equipment Schedule plus (II) any Substitute Subject Equipment. Notwithstanding anything to the contrary set forth in this Agreement, the provision of a Missing Equipment Notice pursuant to this Section 2.10 and the rights of the Buyer with respect thereto set forth in this Section 2.10 are the sole and exclusive remedy available to the Buyer with respect to Missing Equipment. In addition, between the date that the Closing Key Subject Equipment Schedule is delivered by the Sellers to the Buyer and the date that the Missing Equipment Notice is delivered by the Buyer to the Sellers, the Buyer shall provide to the Sellers monthly written updates regarding the status of any Missing Equipment by not later than twenty (20) Business Days after the end of each month. If and to the extent that the relocation within the Territory of any Substitute Subject Equipment is necessary (as determined by the Buyer in its sole discretion), the Sellers will bear any out-of-pocket costs related to such relocation. Such Substitute Subject Equipment will be free and clear of all Liens, except for Permitted Liens.

(c) The Sellers shall have ninety (90) days following receipt of the Missing Equipment Notice during which to notify the Buyer of any dispute of any Missing Equipment contained on the Missing Equipment Notice (an "Equipment Dispute Notice"). If the Sellers do not provide the Buyer with an Equipment Dispute Notice within such ninety (90) day period, the Missing Equipment Notice prepared by the Buyer shall be deemed to be final and will be conclusive and binding upon the parties hereto. If the Sellers do provide the Buyer with an Equipment Dispute Notice within such ninety (90) day period, then the Buyer and the Sellers shall cooperate in good faith to resolve any such dispute as promptly as possible. If the total Weighted Average Value of all of the Missing Equipment set forth on the Missing Equipment Notice and described in the Threshold Calculation exceeds the Subject Equipment Threshold (or if the resolution of the Equipment Dispute Notice is that it exceeds the Subject Equipment Threshold), the Sellers shall pay the Buyer the dollar value (based on the Agreed Replacement Value as of the Closing Date) of all of the Missing Equipment (and not just the Missing Equipment in excess of the Subject Equipment Threshold) set forth on the Missing Equipment Notice. If the total Weighted Average Value of all of the Missing Equipment set forth on the Missing Equipment Notice and described in the Threshold Calculation does not exceed the Subject Equipment Threshold (or if the resolution of the Equipment Dispute Notice is that it does not exceed the Subject Equipment Threshold), the Sellers shall not be required to make any payments under this Section 2.10.

(d) Notwithstanding anything set forth in this Section 2.10, if the parties have determined that the Sellers are required to pay the Buyer with respect to Missing Equipment in accordance with this Section 2.10, the parties agree that the Sellers shall, prior to paying any amounts under this Section 2.10, first attempt to substitute for pieces of the Missing Equipment comparable pieces of cold drink and vending equipment from the Sellers' inventory (i) with a comparable Agreed Replacement Value and in the same equipment category as the Missing Equipment, and (ii) in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted. If the Sellers are able to make any such substitution, they will transfer such substitute piece of equipment to the Buyer free and clear of all Liens, except for Permitted Liens, and relocate such equipment to a location in the Territory designated by the Buyer at the sole cost and expense of the Sellers. If the Sellers substitute comparable pieces of cold drink and vending equipment from the Sellers' inventory for pieces of Missing Equipment as described in this Section 2.10(d), then the amount that the Sellers are to pay to the Buyer under Section 2.10(c) will be reduced by the Agreed Replacement Value of such Missing Equipment that is so substituted.

(e) The Buyer shall provide the Sellers and their respective Representatives with reasonable access, during normal business hours, to the Buyer's Representatives and such books and records as may be reasonably requested by the Sellers and their respective Representatives in order to verify the information contained in the Missing Equipment Notice; provided, however, that such access shall not unreasonably interfere with the business or operations of the Buyer. The Buyer shall also provide the Sellers and their respective Representatives with access to the Buyer's sales and service records for purposes of determining whether the Buyer or any of its Affiliates has sold to or serviced any Subject Equipment. The Buyer hereby covenants and agrees that it shall maintain and track the BASIS outlet number along with maintaining and tracking the same service control numbers and CCR asset tracking number for each item of Subject Equipment as those utilized by the Sellers prior to the Closing.

Section 2.11 Withholding. Neither the Sellers nor the Buyer shall deduct or withhold any amounts payable to the other hereunder without consulting with the other party prior to deducting or withholding any such amounts and each shall use reasonable best efforts to cooperate with the other party in minimizing or eliminating such amounts.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as provided in the Disclosure Schedule delivered by the Sellers to the Buyer on the date of this Agreement (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such Disclosure Schedule relates; provided, that any disclosure with respect to a Section or schedule of this Agreement shall be deemed to be disclosed for other Sections and schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or schedules would be reasonably apparent to a reader of such disclosure), the Sellers jointly and severally represent and warrant to the Buyer as follows:

Section 3.01 Incorporation, Qualification and Authority of the Sellers. Each of the Sellers is a corporation or other organization duly incorporated or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation or organization and has all necessary corporate power to enter into, consummate the transactions contemplated by and carry out its obligations under this Agreement and the Companion Agreements. Each of the Sellers has the corporate or other applicable power and authority to operate its business with respect to the Transferred Assets as now conducted and is duly qualified as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification material to the Transferred Assets, except for jurisdictions where the failure to be so qualified or in good standing has not or would not reasonably be expected to adversely affect either the Business in any material respect or such Seller's ability to consummate the transactions contemplated by this Agreement. The execution and delivery by the Sellers of this Agreement and the Companion Agreements and the consummation by the Sellers of the transactions contemplated by, and the performance by the Sellers under, this Agreement and the Companion Agreements have been duly authorized by all requisite corporate or other applicable action on the part of the Sellers. This Agreement has been, and upon execution and delivery the Companion Agreements will be, duly executed and delivered by the Sellers, and (assuming due authorization, execution and delivery by the Buyer and/or any Affiliate of the Buyer executing any such Companion Agreement, if applicable) this Agreement constitutes, and upon execution and delivery the Companion Agreements will constitute, legal, valid and binding obligations of the Sellers (as applicable), enforceable against the Sellers (as applicable) in accordance with their terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.02 No Conflict. Provided that all consents, approvals, authorizations and other actions described in Section 3.03 have been obtained or taken, except as otherwise provided in this Article III and except as may result from any facts or circumstances relating to the Buyer or its Affiliates, the execution, delivery and performance by the Sellers (as applicable) of this Agreement and the Companion Agreements and the consummation by the Sellers (as applicable) of the transactions contemplated by this Agreement and the Companion Agreements do not and will not (a) violate or conflict with the Certificate of Incorporation or Bylaws or similar organizational documents of any of the Sellers, (b) conflict with or violate any Law or Governmental Order applicable to the Sellers or the Transferred Assets or (c) result in any breach of, or constitute a default (or event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the Transferred Assets pursuant to, any Material Contract, other than, with respect to the foregoing clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a material cost or result in a material disruption to the Business.

Section 3.03 Consents and Approvals. The execution and delivery by the Sellers (as applicable) of this Agreement and the Companion Agreements do not, and the performance by the Sellers (as applicable) of, and the consummation by the Sellers (as applicable) of the transactions contemplated by, this Agreement and the Companion Agreements will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification would not (i) prevent or delay the consummation by the Sellers (as applicable) of the transactions contemplated by, or the performance by the Sellers (as applicable) of any of their material obligations under, this Agreement and the Companion Agreements or (ii) result in any material cost to the Business, (b) for customary recording of assignments of leases or similar real property instruments in the applicable public real estate records at or promptly following the Closing, or (c) as may be necessary as a result of any facts or circumstances specifically relating to the Buyer or its Affiliates.

Section 3.04 Absence of Certain Changes or Events. Except as contemplated by this Agreement, from December 31, 2016 to the date of this Agreement, (a) the Sellers have conducted the Business in the ordinary course of business consistent with past practices, (b) none of the Sellers have taken any action which, if taken after the date of this Agreement, would require the consent of the Buyer pursuant to Section 5.01, and (c) there has not occurred any state of facts, event, change, condition, effect, circumstance or occurrence that has had, or would reasonably be expected to have, a Material Adverse Effect or that would materially impair or materially delay the ability of the Sellers to consummate the transactions contemplated by, or to perform their obligations under, this Agreement or the Companion Agreements.

Section 3.05 Absence of Litigation. There are no material Actions pending or, to the Knowledge of the Sellers, threatened against any of the Sellers relating to the Transferred Assets or the Business or that seek to, or would reasonably be expected to, materially impair or delay the ability of a Seller to consummate the transactions contemplated by, or to perform its obligations under, this Agreement and the Companion Agreements. During the past three (3) years, there has been no material Action instituted or threatened in writing against any of the Sellers relating primarily to the Transferred Assets or the Business.

Section 3.06 Compliance with Laws. Excluding Environmental Laws and Governmental Orders arising under Environmental Laws (which are covered solely in Section 3.11), the Business is, and since December 31, 2013 has been, conducted in compliance with all applicable Laws in all material respects, and no Seller has been charged with, and no Seller has received any written notice that it is under investigation with respect to, and, to the Knowledge of the Sellers, no Seller is otherwise now under investigation with respect to, any violation of any applicable Law or other requirement of a Governmental Authority with respect to the Business, the Transferred Assets or the Assumed Liabilities.

Section 3.07 Governmental Licenses and Permits.

(a) Excluding Environmental Permits (which are covered solely in Section 3.11), and except as has not had and would not reasonably be expected to result in material liability to the Business, the Sellers hold all governmental qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations that are required for the operation of the Transferred Assets or the Business as conducted by the Sellers (collectively, "Material Permits").

(b) Excluding Environmental Permits (which are covered solely in Section 3.11), none of the Sellers is in default under or violation of any of the Material Permits in any material respect or has Knowledge of any facts, conditions or circumstances that would reasonably be expected to result in the suspension or revocation of, or prevent the renewal of, any such Material Permits.

Section 3.08 Assets.

(a) The Transferred Assets are owned by the Sellers and their Affiliates free and clear of all Liens, except for Permitted Liens. The Sellers or their Affiliates have good and marketable title to, or a valid leasehold interest in, all of the Transferred Assets.

(b) Except for the services provided under the Companion Agreements and general centralized administrative and corporate functions, as of the date hereof the Transferred Assets collectively constitute, and as of the date immediately prior to the Closing Date the Transferred Assets (as may be adjusted pursuant to Section 5.08) collectively will constitute, all of the assets, properties, rights and interests necessary to operate the Business in the manner operated by the Sellers from December 31, 2016 through the date of this Agreement and as of immediately prior to the Closing Date, respectively.

(c) All items of Tangible Personal Property and buildings, plants, improvements and other assets included in the Transferred Assets (i) are in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted, (ii) are usable in the ordinary course of business consistent with past practice and (iii) conform in all material respects to all Laws applicable thereto. Except for the Subject Equipment and equipment or property held by the Sellers' customers, repair and service providers or others in the ordinary course of business consistent with past practices, all of the Tangible Personal Property included in the Transferred Assets is in the possession of the Sellers or their Affiliates.

(d) (i) No individual identified in the definition of "Knowledge of the Sellers" has received written notice that any Third Party Intellectual Property, or the use of such Third Party Intellectual Property in the Business, infringes, violates or misappropriates the Intellectual Property of any other Person; and (ii) to the Knowledge of the Sellers, excluding the Third Party Intellectual Property, the other Transferred Assets do not, and their use in the Business does not, otherwise infringe, violate or misappropriate the Intellectual Property of any other Person.

Section 3.09 Inventory. The inventory of the Business, as will be reflected on the Final Amounts Schedule, (a) is of a quality and quantity presently usable and saleable in the ordinary course of business consistent with past practice and (b) is valued on the books and records of the Sellers at the lower of Cost or market on an average cost or first in, first out basis.

Section 3.10 Real Property.

(a) Section 3.10(a) of the Disclosure Schedule lists the street address of the Real Property and a list of all leases and occupancy agreements with respect to the Real Property, together with a notation as to whether the Real Property constitutes "Critical Leased Property". The Sellers have delivered to the Buyer a true, correct and complete copy of each such lease and occupancy agreement, together with all amendments thereto. A Seller or an Affiliate of the Sellers has a valid leasehold, usufruct or similar interest in the Real Property, free and clear of all Liens except for Permitted Liens or Liens created by or through the Buyer or any of its Affiliates.

(b) To the Knowledge of the Sellers, there are no condemnation or appropriation or similar proceedings pending or threatened against any of the Real Property or the improvements thereon.

(c) The Sellers have not received written notice of the actual or pending imposition of any assessment against the Real Property for public improvements.

(d) The Sellers have not received written notice from any Person within the past three (3) years of any default or breach under any covenant, condition, restriction, right of way, easement or license affecting the Real Property, or any portion thereof, that remains uncured, except where any failure to cure would not result in a material cost or disruption to the Business. Any easements and rights-of-way that serve the Real Property are valid and enforceable, in full force and effect and are not subject to any prior Liens (other than Permitted Liens) that could result in a forfeiture thereof, except where such invalidity, unenforceability, ineffectiveness or forfeiture would not result in a material cost or disruption to the Business.

(e) All applicable permits, licenses and other evidences of compliance that are required for the occupancy, operation and use of the Real Property have been obtained and complied with, except where the failure to so obtain or comply would not result in any material cost to the Business.

(f) The Sellers have not received written notice of any special assessments to be levied against the Real Property for which the Buyer would be responsible.

Section 3.11 Environmental Matters. Except as set forth on Section 3.11 of the Disclosure Schedule:

(a) The Sellers are, and have been for the past three (3) years, operating the Business and the Transferred Assets in compliance in all material respects with all applicable Environmental Laws and Environmental Permits. No Seller has received any written notice during the past three (3) years from any Governmental Authority alleging that such Seller is not in compliance in any material respect with any Environmental Law or Environmental Permit in connection with its operation of the Business or the Transferred Assets.

(b) There are no pending or, to the Knowledge of the Sellers, threatened Actions against any of the Sellers alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the Business or the Transferred Assets. During the past three (3) years, there have been no Actions instituted or, to the Knowledge of the Sellers, threatened in writing against any of the Sellers alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the Business or the Transferred Assets.

(c) The Sellers hold all material Environmental Permits that are required for the operation of the Transferred Assets or the Business. None of the Sellers is in default under or violation of any of the Environmental Permits in any material respect or has Knowledge of any facts, conditions or circumstances that would reasonably be expected to result in the suspension of, or prevent the renewal of, any such Environmental Permits.

(d) No Seller, nor to the Knowledge of the Sellers, any other Person, has caused any Release of a Hazardous Substance at any of the Real Property in excess of a reportable quantity or which requires remediation, which Release remains unresolved.

(e) None of the Real Property is subject to any Lien in favor of any Governmental Authority for (i) material liability under any Environmental Laws or (ii) material costs incurred by a Governmental Authority in response to a Release or threatened Release of a Hazardous Substance.

(f) To the Knowledge of the Sellers, none of the Real Property contains, and no Seller, nor, to the Knowledge of the Sellers, any other Person, has operated any (i) above-ground or underground storage tanks or (ii) landfills, surface impoundments or disposal areas at any of the Real Property. To the Knowledge of the Sellers, none of the Real Property contains any (x) asbestos-containing material in any friable and damaged form or condition or (y) materials or equipment containing polychlorinated biphenyls.

(g) Notwithstanding anything in this Agreement to the contrary, the only representations and warranties in this Agreement concerning environmental and human health and safety matters are set forth in this Section 3.11.

Section 3.12 Contracts.

(a) Section 3.12(a) of the Disclosure Schedule sets forth a true, correct and complete list as of the date hereof of the following written contracts and the material terms and conditions of the following oral contracts which relate, in each case, primarily to, or were primarily entered into in connection with, the Business, to which any Seller is a party, and which are Assumed Contracts (the "Material Contracts") (other than the insurance policies set forth on Section 3.15 of the Disclosure Schedule and the Employee Plans):

(i) all contracts (excluding work orders, purchase orders and credit applications submitted in the ordinary course of business) that individually involve annual payments to or from a Seller in excess of $25,000;

(ii) all contracts for the employment of any Business Employee or with respect to the equity compensation of any Business Employee, in each case, that is not terminable at-will;

(iii) all Collective Agreements;

(iv) all contracts imposing a Lien (other than a Permitted Lien) on any Transferred Asset;

(v) (A) all leases relating to the Real Property and all other leases or licenses involving any properties or assets (whether real, personal or mixed, tangible or intangible) involving an annual commitment or payment of more than $125,000 individually by a Seller, and any material oral leases to which any of the Sellers is a party (if any) relating to the Real Property, and (B) all leases relating to rolling stock or material handling equipment (including forklifts);

(vi) all contracts that limit or restrict the Business from engaging in any business or activity in any jurisdiction;

(vii) all contracts that contain exclusivity obligations or restrictions binding on the Business such that the Business is prohibited from engaging in any business or activity whether alone or with third parties, whether before or after the Closing, other than (A) any contracts or agreements with respect to Incubation Beverages (as defined in the Comprehensive Beverage Agreement) with any Seller or any of the Sellers' Affiliates as long as such exclusivity obligations or restrictions are limited to the Territory or (B) any contracts or agreements with respect to third-party licensed beverage brands that will terminate prior to the Closing without survival of any such exclusivity obligation or restriction;

(viii) all contracts for capital expenditures or the acquisition or construction of fixed assets, in each case, in excess of $25,000, whether individually or in the aggregate;

(ix) all contracts granting to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any Transferred Asset;

(x) all contracts that provide for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing or in connection with the transactions contemplated hereby;

(xi) all joint venture or partnership contracts, cooperative agreements and all other contracts providing for the sharing of any profits;

(xii) all contracts by which a Seller licenses the Transferred Licensed Intellectual Property, other than contracts for commercially available, off-the-shelf computer software with a replacement cost or aggregate annual license and maintenance fee of less than $20,000;

(xiii) all contracts that contain any "most favored nation" (or equivalent) provision in favor of any Customer;

(xiv) all contracts with a Governmental Authority other than contracts with educational institutions administered by a Governmental Authority, including all Tax incentive agreements or similar agreements with respect to the Business with any Governmental Authority;

(xv) all contracts not made in the ordinary course of business that individually involve annual payments to or from a Seller in excess of $25,000;

(xvi) all contracts that relate to the acquisition or disposition of any business or any material amount of stock, assets or real property;

(xvii) all contracts granting a Seller rights to distribute, promote, market or sell any beverage or beverage product in the Territory, other than contracts regarding distribution, promotion, marketing and sale of the beverages and beverage products described on Section 7.01(c) of the Disclosure Schedule or any contract with any Seller or any of its Affiliates;

(xviii) to the Knowledge of the Sellers, all written contracts with any Seller or any Affiliate of a Seller granting a Seller rights to distribute, promote, market or sell any beverage or beverage product in the Territory, but only to the extent that such contracts will not be superseded by the Comprehensive Beverage Agreement; and

(xix) all other contracts and leases involving annual payments to or from a Seller in excess of $25,000 that are material to the Transferred Assets or to the operation of the Business.

(b) Section 3.12(b) of the Disclosure Schedule sets forth a true, correct and complete (i) list as of the date hereof of all Shared Contracts and (ii) list or general description as of the date hereof of any other goods or services that the Business receives or provides pursuant to any national or worldwide contract or agreement that relates to both the Business and the businesses retained by the Sellers and/or their Affiliates that will not be available to the Buyer after the Closing on substantially the same terms as available to the Business prior to the Closing.

(c) Each Material Contract, Shared Contract and Specified Non-Transferring Contract is a legal, valid and binding obligation of a Seller and, to the Knowledge of the Sellers, of each other party to such Material Contract, Shared Contract or Specified Non-Transferring Contract, as applicable, and each is enforceable against a Seller and, to the Knowledge of the Sellers, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). None of the Sellers nor, to the Knowledge of the Sellers, any other party to a Material Contract, Shared Contract or Specified Non-Transferring Contract is in material default or material breach or has failed, or as of the Closing will have failed, as applicable, to perform any material obligation under a Material Contract, Shared Contract or Specified Non-Transferring Contract, as applicable, and, to the Knowledge of the Sellers, there does not exist any event, condition or omission that would

constitute such a material breach or material default (whether by lapse of time or notice or both). None of the Sellers has received any written notice of a proposed termination, cancellation or non-renewal with respect to any Material Contract, Shared Contract or Specified Non-Transferring Contract. It is understood that certain of the Material Contracts, Shared Contracts or Specified Non-Transferring Contracts may expire by their terms between the date of this Agreement and the Closing Date, and no such expiration will be considered a breach of any of the representations set forth in this Section 3.12(c). Each Material Contract that requires the consent of or notice to the other party thereto to avoid any breach, default or violation of such Material Contract in connection with the transactions contemplated hereby has been identified on Section 3.12(a) of the Disclosure Schedule with an asterisk.

(d) As of the Closing, each Pre-Closing Material Contract will be a legal, valid and binding obligation of a Seller and, to the Knowledge of the Sellers, of each other party to such Pre-Closing Material Contract, and, as of the Closing, each will be enforceable against a Seller and, to the Knowledge of the Sellers, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). As of the Closing, none of the Sellers nor, to the Knowledge of the Sellers, any other party to a Pre-Closing Material Contract will be in material default or material breach or will have failed to perform any material obligation under a Pre-Closing Material Contract and, to the Knowledge of the Sellers, as of the Closing, there will not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). As of the Closing, none of the Sellers will have received any written notice of a proposed termination, cancellation or non-renewal with respect to any Pre-Closing Material Contract.

(e) The Sellers have provided the Buyer with true, correct and complete copies of all Material Contracts and all portions of any Shared Contracts and Specified Non-Transferring Contracts that relate to the Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the Business) and all written modifications, amendments and supplements thereto and written waivers thereof, in each case, as of the date hereof. To the extent that, between the date hereof and the Closing, the Sellers locate any contracts which would have been required to be disclosed in response to Section 3.12(a)(xviii) if the Sellers had Knowledge of such contracts on the date hereof, then the Sellers will promptly provide true, correct and complete copies of any such contracts to the Buyer.

Section 3.13 Employment Matters.

(a) The Sellers have provided to the Buyer a complete and accurate list of the following information as of the date of this Agreement for each Business Employee: employer; job title; location; date of hiring; date of commencement of employment; and current compensation paid or payable. The Sellers have provided to the Buyer the following information as of immediately prior to the Closing (to the extent that such information was able to be generated at the time provided) for each Business Employee: service credit for purposes of

vesting and eligibility to participate under any Employee Plan (including any vacation or other paid time off policy of the Sellers). The parties agree and acknowledge that, due to the timing of the deliveries contemplated by the preceding sentence, and as a result of ordinary course personnel turnover, certain individuals who are identified as Business Employees in connection with the deliveries contemplated by the preceding sentence may not be Business Employees at the Closing, and certain individuals who are not identified as Business Employees in connection with the deliveries contemplated by the preceding sentence may be Business Employees at the Closing, and in no event will any resulting inaccuracies in any information delivered pursuant to this Section 3.13(a) be considered a breach of any provision of this Agreement. Further, within ten (10) Business Days following the Closing, the Sellers will provide to the Buyer, for each Business Employee, data relating to the amount of sick and vacation leave that is accrued but unused as of the Closing.

(b) Except as set forth on Section 3.13(b) of the Disclosure Schedule, (i) none of the Business Employees is, or during the past two (2) years has been, represented by a union, labor organization or group (collectively, a "Union") that was either voluntarily recognized or certified by any labor relations board; (ii) none of the Business Employees is, or during the past two (2) years has been, a signatory to or bound by a Collective Agreement with any Union; (iii) to the Knowledge of the Sellers, there are no currently filed petitions for representation with respect to the formation of a collective bargaining unit involving any of the Business Employees and no such petitions for representation have been filed or, to the Knowledge of the Sellers, threatened in the past two (2) years; (iv) there is no unfair labor practice or labor arbitration proceeding brought by or on behalf of any of the Business Employees pending or, to the Knowledge of the Sellers, threatened against the Sellers and no such proceeding has been initiated or, to the Knowledge of the Sellers, threatened in the past two (2) years; and (v) no labor dispute, walk out, strike, slowdown, hand billing, picketing, or work stoppage involving the Business Employees has occurred, is in progress or, to the Knowledge of the Sellers, has been threatened in the past two (2) years.

Section 3.14 Employee Benefits Matters.

(a) Except as required by applicable Laws, the terms of an Employee Plan or the terms of the Employee Matters Agreement, there exists no obligation to make or provide any acceleration, vesting, increase in benefits, severance or termination payment to any Business Employee as a result of the transactions contemplated by this Agreement.

(b) Each employee health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe-benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by any Seller for the Business Employees, other than plans established pursuant to statute, is listed on Section 3.14(b) of the Disclosure Schedule (the "Employee Plans"). With respect to the Employee Plans, the Sellers have provided the Buyer with (i) where the Employee Plan has not been reduced to writing, a summary of all material terms of such plan and (ii) where the Employee Plan has been reduced to writing, a summary plan description of such Employee Plan.

(c) No asset of any Seller is subject to any Lien under ERISA associated with any Employee Plan, and no liability under Title IV or Section 302 of ERISA has been incurred by any Seller or any ERISA Affiliate for which the Buyer could be liable as a result of the transactions contemplated by this Agreement.

(d) Each Employee Plan intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified and is the subject of a favorable determination or opinion letter issued by the U.S. Internal Revenue Service as to its qualified status under the Code or an application for such letter was timely filed within the applicable remedial amendment period and is pending, and, to the Knowledge of the Sellers, no circumstances have occurred that would reasonably be expected to adversely affect the tax qualified status of any such Employee Plan.

(e) The Sellers have complied in all material respects with the requirements of Section 4980B of the Code and Sections 601-608 of ERISA applicable to any Employee Plan that is a "group health plan" (within the meaning of Section 607(1) of ERISA).

Section 3.15 Insurance. Section 3.15 of the Disclosure Schedule sets forth a list of all material policies of insurance (currently carried or held within the last three (3) years) owned or held by the Sellers primarily for the benefit of the Business or the Transferred Assets. The Sellers maintain insurance with reputable insurers for the Business and the Transferred Assets consistent with past practices and in types and amounts that are reasonable. No notice of cancellation or termination or disallowance of any claim thereunder has been received with respect to any such policy as of the date hereof, all insurance policies and bonds with respect to the Business and the Transferred Assets are in full force and effect and will remain in full force and effect up to and including the time of the Closing (other than those that have been retired or expired in the ordinary course of business consistent with past practice) and all premiums thereon have been timely paid.

Section 3.16 Product Recalls.

(a) During the past three (3) years, there has not been, nor is there currently ongoing by any Seller or any Affiliate of a Seller, or to the Knowledge of the Sellers, any Governmental Authority, any recall or post-sale warning in respect of any product of the Business in the Territory, except for recalls that have been reported to the U.S. Food and Drug Administration (the "US FDA") and have been completed in accordance with the US FDA's requirements. During the past three (3) years, none of the Sellers or their Affiliates has received written notice of any material Action involving any product designed, manufactured, distributed or sold by or on behalf of the Business in the Territory resulting from an alleged defect in design or manufacture, any alleged hazard or impurity, or any alleged failure to warn, or from any alleged breach of implied warranties or representations, or any alleged noncompliance with any Laws, other than immaterial notices or claims that have been settled or resolved by the Sellers prior to the date of this Agreement.

(b) None of the products designed, manufactured, distributed or sold by or on behalf of the Business have been adulterated or misbranded by the Sellers or their Affiliates within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the "FDC Act"), or the rules or regulations issued thereunder or any comparable state law, rule or regulation in a manner that had a Material Adverse Effect or are articles that may not be introduced into interstate commerce under the provisions of Sections 404 or 505 of the FDC Act. No Seller or Affiliate of any Seller has, at any time during the past three (3) years, (i) received any written notice from the US FDA or from comparable state governmental or regulatory body of any material violation of the FDC Act or of comparable state laws, rules or regulations regarding any products sold by the Business within the Territory, (ii) been the subject of any governmental or regulatory enforcement action or, to the Knowledge of the Sellers, investigation action under the FDC Act, the rules and regulations thereunder or comparable state laws, rules or regulations with respect to any products sold within the Territory or (iii) undertaken any recall of products of the Business within the Territory that may have been adulterated, misbranded or otherwise made in violation of the FDC Act or the rules and regulations thereunder or comparable state laws, rules or regulations, except for recalls that have been reported to the US FDA and have been completed in accordance with US FDA's requirements.

Section 3.17 Transactions with Affiliates. (a) No officer or director of any Seller, nor (b) any Person with whom any such officer or director has any direct or indirect relation by blood, marriage or adoption, or any entity in which any such person, owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than five percent (5%) of the stock of which is beneficially owned by all such persons in the aggregate), nor (c) any Affiliate of any of the foregoing or any current or former Affiliate of any Seller has any interest in any contract, arrangement or understanding with, or relating to, the Business, the Transferred Assets or the Assumed Liabilities.

Section 3.18 Undisclosed Payments. No Seller nor the officers or directors of any Seller, nor anyone acting on behalf of any of them, has made or received any payments not correctly categorized and fully disclosed in the books and records of the Business in connection with or in any way relating to or affecting the Transferred Assets or the Business.

Section 3.19 Customer and Supplier Relations. Section 3.19 of the Disclosure Schedule contains a true, correct and complete list of the names and addresses of the Customers and the Suppliers, and the amount of sales to or purchases from each such Customer or Supplier, as applicable, during the twelve (12) month period ended on the date hereof. Except as set forth on Section 3.19 of the Disclosure Schedule, no Customer nor any Supplier has during the last twelve (12) months cancelled, terminated or, to the Knowledge of the Sellers, made any written threat to cancel or otherwise terminate any of its contracts with the Business or to materially decrease its usage or supply of the Business' services or products. Except as set forth on Section 3.19 of the Disclosure Schedule, the Sellers have no Knowledge to the effect that any Customer or any Supplier may terminate or materially alter its business relations with the Business, either as a result of the transactions contemplated hereby or otherwise.

Section 3.20 Financial Information.

(a) The data set forth on Section 3.20(a) of the Disclosure Schedule consists of components of (i) the unaudited balance sheet of the Business as of December 31, 2016 and (ii) the unaudited statement of income for the Business for the year then ended (collectively, the "2016 Data"). The 2016 Data: (w) was prepared from the books and records of the Sellers and their Affiliates, which books and records are complete in all material respects based on then available data and to the extent consistent with the operating models and methodologies discussed with and reviewed by the Buyer; (x) was derived from components of the audited, consolidated financial statements of TCCC for the same period (which reflect the consolidation of the subsidiaries of TCCC, including the Sellers), which were prepared in accordance with United States generally accepted accounting principles, consistently applied; (y) reflects reasonable assumptions and allocations of the Sellers' and their Affiliates' respective businesses in North America made by the Sellers in good faith after discussion with, and review by, the Buyer; and (z) to the Knowledge of the Sellers, accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the Agreed Financial Methodology and any adjustments or modifications that are reflected in the "effects schedule" described in Section A of the Disclosure Schedule, the costs and activities incurred or necessary to operate the Business in a manner consistent with the Sellers' established policies, procedures and practices, and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the Agreed Financial Methodology and any adjustments or modifications that are reflected in the "effects schedule" described in Section A of the Disclosure Schedule, the financial condition and results of the operations of the Business.

(b) Section 3.20(b) of the Disclosure Schedule describes certain financial and other information used by the Sellers to derive the 2016 Data (collectively, the "2016 Additional Financial Information"). The 2016 Additional Financial Information is unaudited, has been prepared from the books and records of the Sellers' and their Affiliates' respective businesses in North America and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods indicated, and subject to the assumptions set forth therein (including the allocations of manufacturing variances), the results of the operations of the Business from a gross profit perspective.

(c) Section 5.02(d)(ii) contemplates the delivery of the Interim Quarterly Data. The Interim Quarterly Data: (i) will have been prepared from the books and records of the Sellers and their Affiliates, which books and records will be complete in all material respects based on then available financial and operational data and to the extent consistent with operating models and methodologies discussed with and reviewed by the Buyer; and (ii) will have been prepared consistent with the Agreed Financial Methodology.

(d) To the Knowledge of the Sellers, the 2016 Data accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein and subject to the reasonable assumptions and allocations of the Sellers' and their Affiliates' respective businesses in North America made by the Sellers in good faith after discussion with, and review by, the Buyer, the liabilities of the Business that are of the kind or type that would customarily be reflected or reserved against in a business entity's balance sheet.

(e) The Sellers make no representation or warranty that the 2016 Data, the 2016 Additional Financial Information or the Interim Quarterly Data have been prepared in conformity with accounting principles and practices generally accepted in the United States of America, as amended from time to time, or any other generally accepted accounting principles.

Section 3.21 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from the Sellers or their Affiliates in connection with the sale of the Transferred Assets based upon arrangements made by or on behalf of the Sellers or their Affiliates.

Section 3.22 Tax Matters. During the past three (3) years, the Sellers have timely filed, or caused to be filed, all material Tax Returns required to be filed solely with respect to the Business or the Transferred Assets. All such Tax Returns are true, correct and complete in all material respects. The Sellers have timely paid or caused to be paid all material Taxes due in connection with such Tax Returns or which are otherwise payable by the Sellers with respect to the Business or the Transferred Assets. During the past three (3) years, no written claim has been made by any Governmental Authority in a jurisdiction where a Tax Return has not been filed with respect to the Business or the Transferred Assets that a material Tax is due in such jurisdiction. No material federal, state, local or foreign Tax audits or other proceedings (whether administrative or judicial) are presently in progress or pending, or to Knowledge of the Sellers, threatened, with respect to any Taxes on the Business or the Transferred Assets, or Tax Returns of the Sellers with respect to the Business or the Transferred Assets. During the past three (3) years, all Taxes that the Sellers were required by Law to withhold or collect with respect to the Business or the Transferred Assets in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid over to the proper authorities to the extent due and payable, excluding, for the avoidance of doubt, any Taxes related to the transactions contemplated by this Agreement.

Section 3.23 Monster Energy Company Consent. By that certain Amended and Restated Distribution Coordination Agreement between MEC and TCCC dated June 12, 2015, the Sellers have obtained the prior consent of MEC to transfer to the Buyer the Sellers' rights to distribute Monster brand beverages in the Territory (to the extent currently distributed by the Sellers in the Territory).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE BUYER

Except as provided in the disclosure schedule delivered by the Buyer to the Sellers on the date of this Agreement (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such disclosure schedule relates; provided, that any disclosure with respect to a Section or schedule of this Agreement shall be deemed to be disclosed for other Sections and schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or schedules would be reasonably apparent to a reader of such disclosure), the Buyer represents and warrants to the Sellers as follows:

Section 4.01 Incorporation and Authority of the Buyer. The Buyer is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has all necessary corporate or other applicable power to enter into this Agreement and the Companion Agreements and to consummate the transactions contemplated by, and to carry out its obligations under, this Agreement and the Companion Agreements. The execution and delivery of this Agreement and the Companion Agreements by the Buyer, the consummation by the Buyer of the transactions contemplated by, and the performance by the Buyer of its obligations under, this Agreement and the Companion Agreements have been duly authorized by all requisite corporate or other applicable action on the part of the Buyer. This Agreement has been, and upon execution and delivery the Companion Agreements will be, duly executed and delivered by the Buyer, and (assuming due authorization, execution and delivery by the Sellers and/or any Affiliate of the Sellers executing any such Companion Agreement, if applicable) this Agreement constitutes, and upon execution and delivery the Companion Agreements will constitute, legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.02 Qualification of the Buyer. The Buyer has the corporate or other appropriate power and authority to operate its business as now conducted. The Buyer is duly qualified as a foreign corporation or other organization to do business and, to the extent legally applicable, is in good standing in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing would not materially impair or delay the ability of the Buyer to consummate the transactions contemplated by, or perform its obligations under, this Agreement and the Companion Agreements.

Section 4.03 No Conflict. Provided that all consents, approvals, authorizations and other actions described in Section 4.04 have been obtained or taken, except as otherwise provided in this Article IV and except as may result from any facts or circumstances relating to the Sellers, the execution, delivery and performance by the Buyer of, and the consummation by the Buyer of the transactions contemplated by, this Agreement and the Companion Agreements do not and will not (a) violate or conflict with the Certificate of Incorporation or Bylaws or similar organizational documents of the Buyer, (b) conflict with or violate any Law or Governmental Order applicable to the Buyer or (c) result in any material breach of, or constitute a material default (or event which, with the giving of notice or lapse of time, or both, would become a material default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the assets or properties of the Buyer pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other material instrument to which the Buyer or any of its Subsidiaries is a party or by which any of such assets or properties is bound or affected, except for any such conflicts, violations, breaches, defaults, rights or Liens as would not materially impair or delay the ability of the Buyer to consummate the transactions contemplated by, or perform its obligations under, this Agreement and the Companion Agreements.

Section 4.04 Consents and Approvals. The execution and delivery by the Buyer of this Agreement and the Companion Agreements do not, and the performance by the Buyer of, and the consummation by the Buyer of the transactions contemplated by, this Agreement and the Companion Agreements will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) where the failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or delay the Buyer from consummating the transactions contemplated by or from performing any of its material obligations under this Agreement and the Companion Agreements, (b) customary recording of assignments of leases or similar real property instruments in the applicable public real estate records at or promptly following the Closing, or (c) as may be necessary as a result of any facts or circumstances specifically relating to the Sellers.

Section 4.05 Absence of Litigation. There is no Action pending or, to the knowledge of the Buyer, threatened in writing against or by the Buyer that seeks to, or would reasonably be expected to, materially impair or delay the ability of the Buyer to consummate the transactions contemplated by, or to perform its obligations under, this Agreement and the Companion Agreements.

Section 4.06 Financial Ability. The Buyer will have at the Closing the financial ability to consummate the transactions contemplated by this Agreement, and it shall not be a condition to the obligations of the Buyer to consummate the transactions contemplated hereby that the Buyer have sufficient funds for payment of the Base Purchase Price.

Section 4.07 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Buyer.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.01 Conduct of the Business Prior to the Closing. Except as otherwise specifically permitted or required by this Agreement or the Companion Agreements and except for matters identified in Section 5.01 of the Disclosure Schedule, from the date of this Agreement through the Closing, unless the Buyer otherwise consents in advance in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the Sellers will (a) conduct the Business in the ordinary course of business consistent with past practice, including by making investments and expenditures, both operating and capital, with respect to the acquisition and maintenance of equipment and facilities that are comparable to the Sellers' historic levels, (b) use reasonable best efforts to maintain and preserve intact their business organizations (in respect of the Business only) and (c) not do any of the following (in respect of the Business only):

(i) except in the ordinary course of business or to evidence Liens referred to in Sections 3.02 and 3.08, grant any Lien (other than granting or suffering to exist a Permitted Lien) on any Transferred Asset (whether tangible or intangible);

(ii) sell, transfer, lease, mortgage, sublease or otherwise dispose of any Real Property or any material asset included within the Transferred Assets, other than sales of finished goods inventories in the ordinary course of business; provided, however, that the Sellers shall not enter into any bulk lease or purchase of rolling stock with respect to the Territory prior to the Closing without the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned);

(iii) make any commitments with respect to capital expenditures in excess of $500,000 with respect to any individual item or project or in excess of $3,000,000 in the aggregate with respect to all capital expenditures, except for (A) capital expenditures set forth on Section 5.01 of the Disclosure Schedule and (B) expenditures or commitments necessary to rectify matters relating to emergencies or life and safety or quality matters with respect to which the Sellers shall notify the Buyer in writing within thirty (30) days after making;

(iv) fail to exercise any rights of renewal with respect to the Real Property that by its terms would otherwise expire, provided that the parties hereto will in good faith consult and cooperate with one another in connection therewith and, if so directed by the Buyer, the Sellers will not renew any such lease for the Real Property, provided, further, that if the Buyer requests any Seller to not renew any lease with respect to the Real Property, then any direct costs and expenses with respect to the failure to renew any such lease, including direct costs and expenses related to relocating any assets at the Real Property to a comparable location within the Territory, will be paid by the parties hereto as specified in Section 5.01 of the Disclosure Schedule;

(v) fail to perform in all material respects all of its obligations under all Material Contracts, Shared Contracts and Specified Non-Transferring Contracts;

(vi) purchase, lease, license or otherwise acquire any real or tangible property that costs more than $50,000 individually or $250,000 in the aggregate, other than in the ordinary course of business consistent with past practice and other than for capital expenditures which are addressed in subsection (iii) above;

(vii) settle any Action involving any payment in excess of $50,000 or enter into any settlement agreement that would be binding on the Business or Transferred Assets after the Closing;

(viii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or recapitalization with respect to the Business or otherwise involving the Transferred Assets;

(ix) voluntarily permit any material insurance policy insuring any Transferred Asset naming any Seller as a beneficiary or a loss payee to be canceled or terminated without giving notice to the Buyer, except policies that are replaced without diminution of or gaps in coverage;

(x) except as otherwise provided in the Employee Matters Agreement, change the duties and responsibilities of any Business Employee so that such person's duties would no longer be related primarily to the Business;

(xi) enter into any non-compete, non-solicit or similar restrictive agreement binding on the Business;

(xii) enter into any joint venture, partnership or similar arrangement with respect to the Business;

(xiii) dispose of or disclose to any Person any trade secret, formula, process, technology, know-how or confidential information related to the Business not heretofore a matter of public knowledge;

(xiv) fail to maintain supplies and inventory related to the Business at levels in the ordinary course of business consistent with past practices;

(xv) in any material respect, and except as otherwise provided in the Employee Matters Agreement, (A) grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable to any Business Employee, including any increase or change pursuant to any Employee Plan or (B) establish or increase or promise to increase any benefits under any Employee Plan, in either case except as required by Law or any contract or involving ordinary course increases or annual merit increases, including any changes to pension or other benefits that are applicable to the employees of the Business and TCCC generally;

(xvi) fail to pay all Taxes of the Business when due;

(xvii) cancel any material claims or amend, terminate or waive any material rights constituting Transferred Assets;

(xviii) enter into any contract that (A) contains any exclusivity obligations or similar restrictions binding on the Business such that the Business is prohibited from engaging in any business or activity whether alone or with third parties, other than (x) any contracts or agreements with respect to Incubation Beverages with any Seller or any of the Sellers' Affiliates as long as such exclusivity obligations or restrictions are limited to the Territory or (y) any contracts or agreements with respect to third-party licensed beverage brands, provided that the Sellers shall discuss with and obtain the prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) of the Buyer prior to entering into any contract or agreement with respect to third-party licensed beverage brands in the Territory that will not terminate prior to the Closing without survival of any such exclusivity obligation or restriction; (B) grants to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any Transferred Asset, other than in the ordinary course of business, or (C) contains a "most favored nation" (or equivalent) provision in favor of any Customer;

(xix) transfer any Transferred Assets to any of their respective Affiliates such that such Transferred Assets are located outside the Territory as of the Closing;

(xx) fail to provide at least ten (10) Business Days' prior written notice to the Buyer before writing up the value of any inventory, equipment, packaging materials for repacking operations or other Transferred Asset; or

(xxi) enter into any legally binding commitment with respect to any of the foregoing.

Section 5.02 Access to Information.

(a) From the date of this Agreement until the Closing Date, upon reasonable prior notice, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the Sellers shall use, and shall cause their Affiliates to use, reasonable best efforts to cause each of their respective Representatives to, (i) afford the Representatives of the Buyer reasonable access, during normal business hours, to the offices, properties, books and records of the Business and (ii) furnish to the Representatives of the Buyer such additional financial and operating data and other information regarding the Business or the Transferred Assets as the Buyer may from time to time reasonably request for the purpose of preparing to operate the Business following the Closing; provided, however, that such investigation shall not unreasonably interfere with any of the businesses or operations of the Sellers or any of their Affiliates; and provided, further, that the auditors and accountants of the Sellers or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the Sellers, the Buyer shall enter into a customary joint defense agreement with the Sellers and such of their Affiliates as they request with respect to any information to be provided to the Buyer or its Representatives pursuant to this Section 5.02(a). Without limiting the foregoing, prior to the Closing, the Buyer shall not conduct, without the prior written consent of the Sellers, any environmental investigation at any property owned or leased by any Seller in the operation of the Business, and in no event may any such environmental investigation include any sampling or other intrusive investigation of air, surface water, groundwater, soil or anything else at or in connection with any such properties. Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior consent of the Sellers, which shall not be unreasonably withheld (and which must be in writing only for contacts with suppliers or customers), neither the Buyer nor any of its Representatives shall contact any employees of, suppliers to, or customers of any Seller or its Affiliates, except for contacts by the Buyer in the ordinary course of business consistent with past practices; provided that if a Seller does provide the Buyer such prior consent, the Buyer and any of its Representatives may continue to contact such employee, supplier or customer (x) unless such consent explicitly states otherwise or (y) until such Seller informs the Buyer or any of its Representatives that they may no longer contact such employee, supplier or customer.

(b) In addition to the provisions of Section 5.03, from and after the Closing Date, in connection with any reasonable business purpose, including the preparation of Tax Returns, addressing claims related to Excluded Liabilities, preparing financial statements, U.S. Securities and Exchange Commission reporting obligations and the determination of any matter relating to the rights or obligations of the Sellers or any of their Affiliates under this Agreement, the Business prior to the Closing or the Companion Agreements, upon reasonable prior notice and at the Sellers' sole cost and expense, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the Buyer shall and shall cause its Affiliates and Representatives to: (i) afford the Representatives of the Sellers and their Affiliates reasonable access (including the right to make, at the Sellers' expense, photocopies), during normal business hours, to the offices, properties, books and records of the Buyer and its Affiliates and Representatives in respect of the Transferred Assets; (ii) furnish to the Representatives of the Sellers and their Affiliates such additional financial and other information regarding the Transferred Assets as is in the Buyer's possession and control as the Sellers or their Representatives may from time to time reasonably request; and (iii) make available to the Representatives of the Sellers and their Affiliates the employees of the Buyer and its Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the Sellers in connection with the Sellers' inquiries for any of the purposes referred to above, including the presence of such persons as witnesses in hearings or trials for such purposes; provided, however, that such investigation shall not unreasonably interfere with the business or operations of the Buyer or any of its Affiliates; and provided, further, that the auditors and accountants of the Buyer or its Affiliates shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the Buyer, the Sellers shall enter into a customary joint defense agreement with the Buyer and its Affiliates with respect to any information to be provided to the Sellers pursuant to this Section 5.02(b). No information, books, records or other documents accessed by the Sellers or their respective Affiliates or Representatives pursuant to this Section 5.02(b) shall be used for any purposes other than as expressly permitted by this Section 5.02(b).

(c) Notwithstanding anything in this Agreement to the contrary, the Sellers shall not be required, prior to the Closing, to disclose, or cause the disclosure of, to the Buyer or its Affiliates or Representatives (or provide access to any offices, properties, books or records of the Sellers or any of their Affiliates that could result in the disclosure to such persons or others of) any confidential information relating to trade secrets, proprietary know-how, processes or patent, trademark, trade name, service mark or copyright applications or relating to any product development or pricing and marketing plans to the extent counsel to the Sellers, after consultation with counsel to the Buyer, advises that doing so would likely be a violation of applicable antitrust Laws, nor shall the Sellers be required to permit or cause others to permit the Buyer or its Affiliates or Representatives to have access to or to copy or remove from the offices or properties of the Sellers or any of their Affiliates any documents, drawings or other materials that might reveal any such confidential information.

(d) During the period from the date of this Agreement through the earlier of the Closing Date or the termination of this Agreement pursuant to Article VIII, the Sellers shall periodically deliver to the Buyer, at intervals and in a form consistent with past practice between the Sellers and the Buyer during the negotiation of the transactions contemplated by this Agreement and which will be prepared consistent with the Agreed Financial Methodology, the following financial information related to the Business (which shall be provided on an aggregate basis with respect to the entire Territory and on an individual basis with respect to each distribution center and/or territory within the Territory):

(i) at the end of each month after the date hereof, monthly financial information, which shall include data with respect to volume (on a brand basis), revenue, cost of goods sold at standard, and gross margin at standard, in each case solely related to the Business;

(ii) at the end of each fiscal quarter after the date hereof, all of the data described in Section 5.02(d)(i) above together with direct operating expense data, in each case solely related to the Business for the quarter then ended (the "Interim Quarterly Data"); and

(iii) a good faith calculation of the Target Net Working Capital Amount based on the books and records of the Business that were used in preparing the 2016 Data.

The Sellers shall deliver to the Buyer the data contemplated by this Section 5.02(d) (x) fifteen (15) Business Days after the end of the applicable month with respect to deliveries made pursuant to Section 5.02(d)(i), (y) one hundred twenty (120) days after the end of the applicable fiscal quarter with respect to deliveries made pursuant to Section 5.02(d)(ii), and (z) prior to the Closing with respect to the deliveries made pursuant to Section 5.02(d)(iii). The calculation of the Target Net Working Capital Amount will be (I) determined in accordance with the guidelines set forth on Section B-1 of the Disclosure Schedule and in accordance with the Agreed Financial Methodology and (II) subject to reasonable verification by the Buyer within thirty (30) days of delivery of such calculation.

(e) The Sellers will, and will cause their Affiliates to, cooperate with the Buyer's completion of its due diligence by providing to the Buyer access to reasonably available data upon request by the Buyer, including certain identified information described in Section 5.02(e) of the Disclosure Schedule. With regard to the continuing diligence of the Buyer under this Agreement that takes place between the signing of this Agreement and the Closing, the parties agree to deal with one another in good faith consistent with historical practices for addressing economic disputes.

(f) If any Seller enters into any Pre-Closing Material Contracts between the date hereof and the Closing Date, the Sellers will provide the Buyer as promptly as reasonably practicable prior to the Closing with true, correct and complete copies of all such contracts or agreements. If any Seller enters into any Shared Contracts or Specified Non-Transferring Contracts between the date hereof and the Closing Date, the Sellers will provide the Buyer as promptly as reasonably practicable with true, correct and complete copies of all portions of such Shared Contracts or Specified Non-Transferring Contracts, as applicable, that relate to the Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the Business).

Section 5.03 Preservation of Books and Records. The Sellers and their Affiliates shall have the right to retain copies of all books and records of the Business relating to periods ending prior to the Closing Date, which books and records shall be deemed confidential information of the Buyer as of the Closing and subject to Section 5.04. Each party agrees that it shall preserve and keep, or cause to be preserved and kept, all original books and records in respect of the Business relating to periods ending prior to the Closing Date in the possession of such party or its Affiliates for the longer of (a) any requirement under any applicable Law or (b) a period of six (6) years from the Closing Date. During such six (6) year or longer period, Representatives of each party shall, upon reasonable notice and for any reasonable business purpose, have access during normal business hours to examine, inspect and copy (at the expense of the requesting party) such books and records. During such six (6) year or longer period, the Sellers, on the one hand, and the Buyer, on the other hand, shall provide each other with, or cause to be provided to each other, such original books and records of the Business as such other party shall reasonably request in connection with any Action to which such other party or its Affiliates are parties or in connection with the requirements of any Law applicable to such other party. The other party shall return such original books and records to the providing party or such Affiliate as soon as such books and records are no longer needed in connection with the circumstances described in the immediately preceding sentence. After such six (6) year or longer period, before the Sellers, on the one hand, and the Buyer, on the other hand (or any of their respective Affiliates) shall dispose of any of such books and records, such party shall give at least sixty (60) days' prior written notice of such intention to dispose to the other party, and the other party shall be given an opportunity, at its cost and expense, to remove and retain all or any part of such books and records as the other party may elect. If so requested by a party, the other party shall enter into a customary joint defense agreement with the requesting party with respect to any information to be provided to a party pursuant to this Section 5.03. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 5.03 shall require the Buyer or the Sellers, as the case may be, to make available any such records in connection with any indemnity claim hereunder made by any Buyer Indemnified Party or TCCC Indemnified Party, as applicable, which claim shall be subject to applicable rules of discovery.

Section 5.04 Confidentiality. From and after the date hereof, each party hereto shall, and shall cause its Affiliates and Representatives to, hold and continue to hold in strict confidence and not utilize in its or their respective business all information and documents concerning any other party hereto or any of its Affiliates ("Confidential Information"), except where disclosure may be necessary for such party (1) to enforce its rights under this Agreement or any Companion Agreement, or (2) as may be permitted under this Agreement or any Companion Agreement or as may be expressly permitted under any other written agreement among the parties hereto or their Affiliates. Notwithstanding the foregoing, the following will not constitute "Confidential Information" for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as the result of a disclosure by the receiving party or any Affiliate thereof or their respective agents or employees and (b) information that the receiving party is legally obligated to disclose pursuant to a valid subpoena or a valid request from any Governmental Authority or by the rules and regulations of any securities exchange or national market system, subject to the obligation of the receiving party to

give the other party reasonable advance notice of such disclosure (to the extent not prohibited by applicable Laws) and to cooperate with the other party in seeking a protective order or other appropriate means for limiting the scope of the disclosure. Notwithstanding the foregoing, following the Closing, the foregoing restrictions in this Section 5.04 shall not apply to the use by the Buyer of any documents or information included in the Transferred Assets acquired by the Buyer hereunder.

Section 5.05 Regulatory and Other Authorizations; Consents.

(a) Subject to the other provisions of this Agreement, each party hereto shall each use its reasonable best efforts to perform its obligations under this Agreement and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to obtain all consents required under this Agreement and all regulatory approvals and to satisfy all conditions to its obligations under this Agreement and to cause the transactions contemplated hereby to be effected as soon as practicable, but in any event on or prior to the End Date, in accordance with the terms of this Agreement and shall cooperate fully with each other party hereto and their Representatives in connection with any step required to be taken as a part of its obligations under this Agreement.

(b) Each party to this Agreement agrees to cooperate in obtaining any consents and approvals that may be required in connection with the transactions contemplated by this Agreement and the Companion Agreements; provided, however, that neither the Buyer nor the Sellers shall be required to compensate any Person, commence or participate in litigation or offer or grant any accommodation (financial or otherwise) to any Person to obtain any such consent or approval. Neither the Sellers nor the Buyer shall take any action that they should be reasonably aware would have the effect of delaying, impairing or impeding the receipt of any required consents or approvals.

(c) Each party hereto promptly shall make all filings and submissions required of such party and shall take all actions necessary, proper or advisable under applicable Laws to obtain any required approval of any Governmental Authority with jurisdiction over the transactions contemplated hereby. Each party hereto shall use its reasonable best efforts to furnish to the appropriate Governmental Authority all information required for any application or other filing to be made pursuant to any applicable Law in connection with the transactions contemplated hereby. Each of the parties hereto shall cooperate with the other parties hereto in promptly filing any necessary applications, reports or other documents with any Governmental Authority having jurisdiction with respect to this Agreement and the transactions contemplated hereby, and in seeking necessary consultation with and prompt favorable action by such Governmental Authority, including the resolution of any objections, if any, as may be asserted with respect to the transactions contemplated by this Agreement and the Companion Agreements under any applicable Law regarding antitrust matters.

(d) Notwithstanding anything in this Agreement to the contrary, the Buyer acknowledges on behalf of itself and its Affiliates and its and their directors, officers, employees, Affiliates, agents, representatives, successors and assigns that the operation of the Business shall remain in the dominion and control of the Sellers until the Closing and that none of the foregoing Persons will provide, directly or indirectly, any directions, orders, advice, aid, assistance or information to any director, officer or employee of any of the Sellers with respect to the operation of the Business, except as specifically contemplated or permitted by this Article V or as otherwise consented to in advance by an executive officer of a Seller.

(e) Notwithstanding anything in this Section 5.05 to the contrary, neither the Buyer nor any of its Subsidiaries shall be required to take any action, including responding to and/or defending any court or administrative proceeding, proposing or making any divestiture or other undertaking, or proposing or entering into any consent decree or taking any action which the Buyer reasonably determines could be material to the benefits expected to be derived by the Buyer as a result of the transactions contemplated hereby or be material to the business of the Buyer and its Subsidiaries or the Business as currently conducted or as contemplated to be conducted following the transactions contemplated hereby.

Section 5.06 Further Action. Each of the Sellers and the Buyer (a) shall execute and deliver, or shall cause to be executed and delivered, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and the Companion Agreements and give effect to the transactions contemplated by this Agreement and the Companion Agreements, including (in the case of the Sellers) by reasonably cooperating with the Buyer to assist the Buyer with obtaining any permits, licenses or other governmental authorizations to replace any Material Permits, Environmental Permits or other permits, licenses or other governmental authorizations described in Section 2.01(a)(vi) to the extent such permits, licenses or authorizations are not transferable to the Buyer, provided, that in no event will the Sellers be required to compensate any Person, commence or participate in litigation or offer or grant any accommodation (financial or otherwise) to any Person to obtain any such permits, licenses or authorizations, (b) shall refrain from taking any actions that could reasonably be expected to impair, delay or impede the Closing, and (c) without limiting the foregoing, shall use its reasonable best efforts to cause all of the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement to be met on or prior to the End Date.

Section 5.07 Investigation. The Buyer has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning, the Business, the Transferred Assets and the Assumed Liabilities. Except for the representations and warranties of the Sellers contained in Article III (as modified by the Disclosure Schedule), as may be set forth in the Employee Matters Agreement (if any) or in any certificate delivered pursuant hereto or thereto, no Seller nor any of its Affiliates makes any other express or implied representation or warranty with respect to the Transferred Assets, the Assumed Liabilities or the Business. The Sellers make no representation or warranty to the Buyer regarding the probable success or profitability of the Business following the Closing.

Section 5.08 Supplements to Disclosure Schedule. Not more than ten (10) days prior to the Closing, the Sellers will, by written notice in accordance with the terms of this Agreement, amend or supplement any one (1) or more of the Sections of the Disclosure Schedule made pursuant to Section 2.01(a) to update the description of the Transferred Assets (which amendment or supplement shall, in the case of the list of Key Subject Equipment delivered pursuant to Section 2.01(a)(iii) of the Disclosure Schedule, include the accumulated depreciation of each item of Key Subject Equipment). The Sellers may, at any time and from time to time not

less than five (5) Business Days prior to the Closing, by written notice in accordance with the terms of this Agreement, amend or supplement any one (1) or more Sections of the Disclosure Schedule made pursuant to Article II (i) to update the description of the Transferred Assets and, with the prior written consent of the Buyer, update the description of the Assumed Liabilities and the Excluded Liabilities, in each case to reflect assets and properties acquired or disposed of after the date hereof in compliance with the provisions of Section 5.01, and/or (ii) to update the description of the Excluded Assets to reflect certain assets and properties (whether acquired before, on or after the date hereof) that are not primarily related to, or primarily used or primarily held for use in connection with, the Business. In addition, the Sellers may, at any time and from time to time not less than ten (10) days prior to the Closing, by notice in accordance with the terms of this Agreement (which notice shall indicate if the Sellers believe that clause (a) below may apply), amend or supplement any one (1) or more Sections of the Disclosure Schedule made pursuant to Article III, to reflect any facts, circumstances or events first arising or, in the case of representations given to the Knowledge of the Sellers, first becoming known to the Sellers during the period subsequent to the date hereof, by providing the Buyer with written notice setting forth the proposed amendment or supplement and specifying the Section or Sections of the Disclosure Schedule affected thereby; provided, however, that if any Section of the Disclosure Schedule is amended or supplemented pursuant to this Section 5.08 in a manner that either individually or in the aggregate with all other such prior amendments or supplements made to the Disclosure Schedule pursuant to this Section 5.08 discloses matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(a)(i), or Section 7.03(b) impossible and such condition has not been (x) waived in writing by the Buyer or (y) in the case of matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(a)(i) impossible, cured by the Sellers, within twenty (20) days after the Buyer's receipt of such disclosure, then the Buyer shall have the right to terminate this Agreement pursuant to Section 8.01(e) within five (5) days following the expiration of such twenty (20) day period. Notwithstanding any other provision of this Agreement, if:

(a) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(b) impossible, the Buyer does not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for all purposes (including Section 7.03(a)(i), Section 7.03(b), Section 8.01(d), Section 8.01(e) and Section 9.02(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the Disclosure Schedule not having read as so amended or supplemented at all times, and thereafter such Section or Sections shall be treated as having read as so amended or supplemented; and

(b) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(a)(i) (but not the condition set forth in Section 7.03(b)) impossible, the Buyer does not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for purposes of Sections 7.03(a)(i), 8.01(d) and 8.01(e) (but not for purposes of Section 9.02(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the Disclosure Schedule not having read as so amended or supplemented at all times, and the Buyer will have the right to be indemnified in accordance with Article IX for all Losses arising from or relating to such breach, inaccuracy or failure to be true and correct, subject to any applicable limitations on indemnification set forth in Article IX.

Section 5.09 Notices of Certain Events. From the date hereof until the earlier of the Closing or the termination of this Agreement, the Sellers shall promptly notify the Buyer in writing of:

(a) any fact, circumstance, change or event that, individually or in the aggregate, (i) has had or would reasonably be expected to have a Material Adverse Effect or (ii) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in Article VII to be satisfied;

(b) any written communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement;

(c) any written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(d) any Action commenced or, to the Knowledge of the Sellers, threatened against, relating to or involving or otherwise affecting the Business, the Transferred Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.05 or that relates to the consummation of the transactions contemplated by this Agreement; and

(e) the damage or destruction by fire or other casualty of any material Transferred Asset or part thereof.

The Buyer's receipt of information pursuant to this Section 5.09 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Sellers in this Agreement (including Section 8.01(d), Section 8.01(e) and Section 9.02) and shall not be deemed to amend or supplement the Disclosure Schedule, subject to the Sellers' ability to amend or supplement the Disclosure Schedule in accordance with Section 5.08.

Section 5.10 Release of Guarantees. The parties hereto agree to cooperate and use their reasonable best efforts to obtain the release of any Seller or any of the Sellers' Affiliates that is a party to any guarantee, performance bond, bid bond or other similar agreements with respect to the Transferred Assets or the Business that is set forth on Section 5.10 of the Disclosure Schedule (the "Guarantees"). If any of the Guarantees are not released prior to or at the Closing, (a) the parties hereto will continue to cooperate and use their reasonable best efforts to obtain the release of any Seller or any of the Sellers' Affiliates that is a party to any such Guarantee and (b) the Buyer will provide the Sellers at the Closing with a guarantee that indemnifies and holds the party to any such Guarantee (whether a Seller or one of their Affiliates) harmless for any and all payments required to be made due to the post-Closing acts or omissions of the Buyer or its Affiliates under, and costs and expenses incurred in connection with, such Guarantee by the party to any such Guarantee (whether a Seller or one of their Affiliates) until such Guarantee is released.

Section 5.11 Refunds and Remittances. After the Closing, (a) if any Seller or any of the Sellers' Affiliates receives any refund or other amount that is a Transferred Asset, arises from operation of the Business after the Closing or is otherwise properly due and owing to the Buyer in accordance with the terms of this Agreement, such Seller or Affiliate shall receive and hold such payment, refund or amount in trust for the Buyer and shall remit, or cause to be remitted, to the Buyer such payment, refund or amount promptly (but in any event within sixty (60) days) after it receives such amount, and (b) if the Buyer or any of its Affiliates receives any refund or other amount that is an Excluded Asset, arises from the operation of the Business prior to the Closing, or is otherwise properly due and owing to the Sellers or any of their Affiliates in accordance with the terms of this Agreement, the Buyer shall receive and hold such payment, refund or amount in trust for the Sellers and shall remit, or cause to be remitted, to the Sellers such payment, refund or amount promptly (but in any event within sixty (60) days) after the Buyer or any of its Affiliates receives such amount.

Section 5.12 Use of Names. As soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the Buyer will, at its own expense, remove any and all exterior signs and other identifiers that indicate the Sellers' ownership of the Business located on the Real Property or any structures, facilities or improvements located thereon that refer or pertain to or that include the following names (except to the extent that the Sellers have provided their prior written consent to the Buyer's continued use thereof): "The Coca-Cola Company", "Coca-Cola Refreshments", "Coca-Cola Enterprises" or "Coca-Cola North America" (collectively, the "TCCC Names"). Additionally, as soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the Buyer will cease to use all letterhead, envelopes, invoices, supplies, labels, web site publications and other communications media of any kind included in the Transferred Assets, which make reference to the TCCC Names and that indicate the Sellers' ownership of the Business.

Section 5.13 Cooperation in Litigation. Each party hereto will cooperate with the other parties hereto in the defense or prosecution of any Action already instituted or which may be instituted hereafter against or by such party relating to or arising out of the conduct of the Business prior to the Closing (other than Actions between the parties arising out of the transactions contemplated hereby); provided that such cooperation does not unreasonably interfere with the operation of the Buyer's business or the Sellers' retained businesses, as applicable. The party requesting such cooperation shall pay the reasonably documented out-of-pocket expenses (including reasonable legal fees and disbursements) of the party providing such cooperation and of its employees and agents reasonably incurred in connection with providing such cooperation, but shall not be responsible to reimburse the party providing such cooperation for the salaries or costs of fringe benefits or other similar expenses paid by the party providing such cooperation to its employees and agents while assisting in the defense or prosecution of any such Action so long as such cooperation does not unreasonably interfere with the operation of the Buyer's business or the Sellers' retained businesses, as applicable.

Section 5.14 Product Quality Standards.

(a) In the event that within ninety (90) days following the Closing any Pre-Closing Product is returned by a customer or removed from the marketplace by the Buyer for any reason, the Buyer shall notify the Sellers in writing of such return or removal within fifteen (15) days following the expiration of such ninety (90) day period, subject to reasonable verification by the Sellers within thirty (30) days after receipt of such notification. An amount equal to the cost that was paid for each such returned or removed product shall be paid by the Sellers to the Buyer, in cash, within thirty (30) days of the Buyer delivering written notice of any such return or removal, if such return or removal is verified by the Sellers pursuant to the preceding sentence.

(b) The parties agree that any Pre-Closing Products included in inventory as of the Closing that have a remaining shelf life of less than twenty-eight (28) days from the Closing (collectively referred to herein as the "Obsolete Inventory") shall be considered obsolete and shall have a Net Book Value of $0 for purposes of calculating the Net Working Capital Amount; provided, that the Buyer will be solely responsible for selling or otherwise disposing of such Obsolete Inventory and will bear all expenses relating to any such sale or disposal.

Section 5.15 Title and Survey Matters.

(a) The Sellers have delivered to the Buyer a copy of the most recent Existing Title Policy and a copy of the most recent Existing Survey in their possession with respect to each parcel of Real Property. Further and except as identified on Section 5.15(a) of the Disclosure Schedule, the Sellers have delivered to the Buyer or the Buyer has obtained, with respect to each parcel of Real Property that is a Critical Leased Property, (i) a commitment (each, a "Title Commitment") for an ALTA leasehold title insurance policy issued by Chicago Title Insurance Company or another nationally recognized title insurance company and (ii) copies of the underlying exceptions reflected on the Title Commitment. The Buyer has ordered, or as soon as reasonably practicable following the date hereof the Buyer will order, a Survey with respect to each parcel of the Real Property that is a Critical Leased Property, and will use its reasonable best efforts to cause each such Survey to be completed as soon as reasonably practicable (but in any event prior to the Closing).

(b) Prior to the Closing, the Sellers shall release or discharge (i) any mortgages and/or deeds of trust and any Tax liens or judgment liens encumbering the Sellers' leasehold estate in any Critical Leased Property, other than Permitted Liens, and (ii) any other Liens (other than Permitted Liens) on the Sellers' leasehold estate in any Critical Leased Property (collectively, "Title Defects"). The Buyer may obtain updates of the Title Commitments and Surveys with respect to the Critical Leased Property and may deliver written notice of any additional Title Defects disclosed by such updates or by the Surveys obtained pursuant to the final sentence of Section 5.15(a), as applicable, and in each case arising after the date of the applicable Title Commitment. If the Buyer gives such written notice to the Sellers, the Sellers shall at their expense cause any such Title Defects arising by, through or under any of the Sellers (but not otherwise) to be released and discharged, or otherwise cured, in full at or prior to the Closing; provided, in the event the Sellers are not able to cause such Title Defects to be released and discharged in full at or prior to the Closing, then the Sellers shall at the Sellers' election, either (A) provide the Buyer a credit against the Closing Cash Payment in the amount of the applicable Title Defect, if a liquidated sum, (B) cause, at the Sellers' expense, the Buyer's title insurance company to "insure over" such Title Defect shown in the title insurance policy (if any) obtained by the Buyer at the Closing for such Critical Leased Property, or (C) indemnify the Buyer against Losses arising out of such Title Defect.

(c) Each Seller that has a leasehold estate in a Critical Leased Property agrees to cooperate with the Buyer in its efforts to obtain the Title Commitment and Survey and to execute, with respect to each parcel of Critical Leased Property, a customary title and/or gap indemnity affidavit (or certificate) as may reasonably be required by the title insurance company and other customary affidavits, provided any such affidavits (or certificates) are reasonably approved by the Sellers.

(d) The parties agree that the cost of obtaining the Title Commitments, the title insurance policies (and any endorsements thereto) and the Surveys shall be paid by the parties in the manner provided on Section 10.01 of the Disclosure Schedule. The parties also agree that the cost of obtaining any UCC searches and title searches in connection with the transactions contemplated by this Agreement shall be paid by the parties in the manner provided on Section 10.01 of the Disclosure Schedule.

Section 5.16 Additional Sellers. If, following the date hereof, the Sellers determine that any assets, properties or rights that would be Transferred Assets if owned by the Sellers as of the date hereof are in fact owned by Affiliates of the Sellers which are not parties to this Agreement as of the date hereof, the parties hereto and each such Affiliate of the Sellers shall execute a mutually agreeable joinder to this Agreement pursuant to which all such Affiliates shall be made a party to this Agreement and thereafter shall be considered "Sellers" for all purposes hereof.

Section 5.17 Shared Contracts. Prior to the Closing, each of the Sellers and the Buyer shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to obtain from, and to cooperate in obtaining from, and shall, and shall cause their respective Affiliates to, enter into with, each third party to a Shared Contract, either (a) a separate contract or agreement in a form reasonably acceptable to CCR and the Buyer (a "New Contract") that allocates the rights and obligations of the Sellers and their Affiliates under each such Shared Contract as between the Business, on the one hand, and the retained business of the Sellers and their Affiliates, on the other hand, and which are otherwise substantially similar in all material respects to such Shared Contract, or (b) a contract or agreement in a form reasonably acceptable to CCR and the Buyer effective as of the Closing (the "Partial Assignments and Releases") that (i) assigns the rights and obligations under such Shared Contract solely to the extent related to the Business and arising after the Closing to the Buyer and (ii) releases the Sellers and their Affiliates from all liabilities or obligations with respect to the Business that arise after the Closing. Any New Contracts that relate to the Business (the "New Business Contracts") shall be entered into by the Buyer or its Affiliates effective as of the Closing and shall allocate to the Buyer all rights and obligations of the Sellers or their Affiliates (as applicable) under the applicable Shared Contract being replaced to the extent such rights and obligations relate to the Business (or applicable portion thereof) and arise after the Closing. All purchase commitments under the Shared Contracts shall be allocated under the New Business Contracts or the Partial Assignments and Releases as between the Business, on the one hand, and the retained business of the Sellers and their Affiliates, on the other hand, in an equitable manner that is mutually and reasonably agreed to by the Buyer and the Sellers. In connection with the

entering into of New Business Contracts, the parties shall use their reasonable best efforts to ensure that the Sellers and their Affiliates are released by the third party with respect to all liabilities and obligations relating to the Business and arising after the Closing. In the event that any third party under a Shared Contract does not agree to enter into a New Business Contract or Partial Assignment and Release consistent with this Section 5.17, the parties shall in good faith seek mutually acceptable alternative arrangements for purposes of allocating rights and liabilities and obligations under such Shared Contract (provided, that such arrangements shall not result in a breach or violation of such Shared Contract by the Sellers). Such alternative arrangements may include a subcontracting, sublicensing or subleasing arrangement under which the Buyer would, in compliance with Law, obtain the benefits under, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with, such Shared Contract solely to the extent related to the Business or under which the Sellers would, upon the Buyer's request, enforce for the benefit (and at the expense) of the Buyer any and all of the Sellers' rights against such third party under such Shared Contract solely to the extent related to the Business, and the Sellers would promptly pay to the Buyer when received all monies received by them under such Shared Contract solely to the extent related to the Business. The parties also confirm their present intent to continue in the ordinary course of business consistent with past practice to uphold their respective commitments and cost sharing arrangements regarding sponsored marketing properties relating to the Business, to the extent those are mutually agreed upon from time to time. The Sellers shall provide a list of all Material Contracts and Shared Contracts in which such currently existing commitments and cost sharing arrangements are documented, and, with respect to Shared Contracts, which are related to the Business, as soon as reasonably practicable after the date hereof but in any event within the earlier to occur of (x) the date that is forty-five (45) days following the date hereof and (y) the Closing Date, and shall promptly notify the Buyer of any contract or agreement entered into between the date hereof and the Closing Date in accordance with Section 5.01 in which any such arrangements are documented and which, had such contract or agreement been entered into prior to the date hereof, would have been a Material Contract required to be set forth on Section 3.12(a) of the Disclosure Schedule or a Shared Contract required to be set forth on Section 3.12(b) of the Disclosure Schedule.

Section 5.18 Pre-Closing Repairs; Certain Credits; Certain Payments. Prior to the Closing, the Sellers will complete certain repairs to be made to, and take such other action with respect to, the Transferred Assets, which are described on Section 5.18(a) of the Disclosure Schedule or which are mutually agreed to by the Buyer and the Sellers in writing after the date hereof but prior to the Closing. At the Closing, the Sellers will provide the Buyer with certain credits against the Closing Cash Payment relating to certain Transferred Assets or the Business as described in Section 5.18(b) of the Disclosure Schedule or as may be mutually agreed to by the Buyer and the Sellers in writing after the date hereof but prior to the Closing. At the Closing, the Buyer will make the payment to the Sellers described on Section 5.18(c) of the Disclosure Schedule.

Section 5.19 Environmental Responsibilities.

(a) The Sellers have ordered, or as soon as reasonably practicable following the date hereof the Sellers will order, Phase II Environmental Assessments to be performed by Antea Group ("Antea") for each piece of the Real Property with respect to which a Phase I Environmental Assessment recommended that such Phase II Environmental Assessments should be performed. The cost of such assessments shall be paid by the parties in the manner set forth in Section 10.01 of the Disclosure Schedule. If, due to the passage of time, certain portions of the Phase I Environmental Assessments for the Real Property will not meet the American Society for Testing and Materials Standard 1527-05 for timeliness as of the Closing Date, then, not more than 180 days prior to the Closing Date the Sellers will cause Antea (or, if Antea is unable or unwilling to take such assignment, another environmental consulting firm to be mutually agreed upon by the parties hereto) to prepare updates to such Phase I Environmental Assessments, or any portion thereof, to the extent necessary to ensure that such Phase I Environmental Assessments will be updated to meet the American Society for Testing and Materials Standard 1527-05. If Antea (or such other environmental consulting firm) is unable to complete such updates to such Phase I Environmental Assessments by the Closing, the parties hereto will cause such updates to be completed as soon as reasonably practicable after the Closing. The cost of such update shall be paid by the parties in the same manner as the cost of the Phase I Environmental Assessments as reflected in Section 10.01 of the Disclosure Schedule.

(b) As soon as reasonably practicable following the date hereof, the Sellers shall at their expense determine whether applicable Environmental Law requires that any REC or the Environmental Activity associated with such REC be reported to a Governmental Authority with jurisdiction over the matter (an "Agency Notification"). If an Agency Notification of a REC or Environmental Activity is required (i) prior to the Closing related to the Real Property, the Sellers shall make such Agency Notification and promptly provide a copy of such Agency Notification to the Buyer, or (ii) after the Closing related to the Real Property, the Buyer shall make such Agency Notification and promptly provide a copy of such Agency Notification to the Sellers. After such Agency Notification is made, the Sellers shall perform, or cause to be performed, the appropriate Environmental Activity and the Sellers shall obtain the written concurrence of the appropriate Governmental Authority that no further action is necessary in respect of such REC to otherwise achieve the Acceptable Regulatory Standards.

(c) In the event an Agency Notification of a REC is not required by applicable Environmental Law, then the Sellers shall at their expense perform, or cause to be performed, the related Environmental Activity until such time as the Sellers' environmental consultant delivers a reliance letter to the Buyer which indicates that, in such consultant's opinion, no further action is necessary to otherwise achieve the Acceptable Regulatory Standards; provided, however, in the event that a Governmental Authority subsequently determines that additional Environmental Activities relating to the REC are required to achieve Acceptable Regulatory Standards, then the Sellers shall at their expense perform, or cause to be performed, such additional Environmental Activities promptly and in accordance with applicable Environmental Laws.

(d) In the event that, as of the Closing, the Sellers have not completed any Environmental Activities specified in this Section 5.19 then the parties shall enter into a mutually acceptable access agreement providing the Sellers (and their representatives) access to the Real Property after the Closing for purposes of completing such Environmental Activities. The Sellers shall provide copies to the Buyer of all correspondence with a Governmental Authority regarding any matters subject of an Agency Notification, as well as all work plans, notices, submissions, field work, and final reports that are related to the Environmental Activities.

Section 5.20 Vehicle Titles and Registrations. The Sellers shall use reasonable best efforts to deliver, or cause to be delivered, to the Buyer, at or prior to the Closing, all title certificates and registrations (as appropriate and as applicable) for the motor vehicles, rolling stock and other certificated assets included in the Transferred Assets (collectively, the "Titled Vehicles"), together with, if applicable, bills of sale and other instruments of transfer which may be required under applicable Law to complete the transfer of the record ownership thereof, duly executed and duly completed in favor of the Buyer or such other party as the Buyer may designate for such purpose (such duly completed title certificates and registrations, "Completed Title Documents"). As soon as reasonably practical after the Closing, the Sellers shall deliver, or cause to be delivered, to the Buyer all Completed Title Documents that the Sellers were unable to deliver to the Buyer at or prior to the Closing. To the extent that Completed Title Documents for any Titled Vehicles are not delivered to the Buyer at or prior to the Closing, the Sellers shall use reasonable best efforts to ensure that such Titled Vehicles are properly titled and registered for legal operation on federal, state and local roadways until such times as Completed Title Documents for such Titled Vehicles are delivered to the Buyer.

Section 5.21 Leased Tangible Personal Property. With respect to any trucks, trailers and forklifts that are part of the Tangible Personal Property that are leased by the Sellers or their Affiliates pursuant to a capital or finance lease and are subject to a Lien in favor of the lessor thereunder, the Sellers shall take such actions prior to the Closing as necessary to purchase such trucks, trailers and forklifts and to deliver good and clear title to such trucks, trailers and forklifts to the Buyer at the Closing at no additional cost to the Buyer; provided, however, that if the Sellers are unable to purchase such trucks, trailers and forklifts prior to the Closing or if the Sellers are otherwise unable to deliver clear title to any such trucks, trailers and forklifts at the Closing, the Sellers and the Buyer will enter into a vehicle lease with respect to such trucks, trailers and forklifts, whereby the Sellers will lease such trucks, trailers and forklifts to the Buyer at no further cost to the Buyer until such time as the Sellers can purchase such trucks, trailers and forklifts and provide, at no additional cost to the Buyer, good and clear title to such trucks, trailers and forklifts to the Buyer, provided that pursuant to the terms of the vehicle lease the Buyer will fully insure such trucks, trailers and forklifts.

Section 5.22 National Food Service and Warehouse Juice Businesses; Non-DSD Businesses.

(a) The parties hereto (or their applicable Affiliates) will use their reasonable good faith efforts to reasonably mutually agree upon one (1) or more legally binding agreements with respect to the Buyer's economic participation in TCCC's and its applicable Affiliates' existing U.S. national food service and warehouse juice businesses, on commercially reasonable terms and conditions to be negotiated in good faith by the parties hereto (whether one (1) or more, and together with the agreement(s) referred to in subsection (b) below, the "Economic Participation Agreement"). The parties hereto acknowledge that, while they will work towards the execution of the Economic Participation Agreement with respect to the U.S. national food service and warehouse juice businesses as soon as reasonably practicable, the execution of such Economic Participation Agreement is not a condition to the Closing.

(b) Additionally, the parties hereto (or their applicable Affiliates) will use their reasonable good faith efforts to reach alignment on the key business principles of the Buyer's economic participation in all future non-direct store delivery products or business models of TCCC and its applicable Affiliates (including all future beverages, beverage components, and other beverage products distributed by means other than direct store delivery). The parties' mutual intent is that their alignment on these key business principles will be the next milestone in the process of good faith negotiation and execution of the Economic Participation Agreement regarding future non-direct store delivery products or business models. The parties hereto acknowledge that, while they will work towards such alignment on key principles and the subsequent execution of the Economic Participation Agreement regarding future non-direct store delivery products or business models as soon as reasonably practicable, neither alignment on key principles nor the execution of such Economic Participation Agreement is a condition to the Closing.

Section 5.23 Product Supply Arrangements. The parties hereto will continue to discuss product supply issues in good faith, including with regard to the implementation of a national product supply system with such provisions regarding asset ownership, management provisions and System governance mechanisms as the parties hereto may mutually agree in writing.

Section 5.24 Participation in System Governance Activities. The parties hereto will continue to discuss in good faith the implementation of System governance and anticipate that those discussions will be consistent with their prior discussions on this topic, and will include a detailed joint plan for transitioning from current System governance routines and mechanisms to future System governance routines and mechanisms. Such System governance will be implemented on a non-binding, commercial basis during 2017.

Section 5.25 Additional Financial Information for the Business. The Sellers shall, and shall cause their Affiliates to, and shall use reasonable best efforts to cause their Representatives to, provide to the Buyer (a) the financial statements of the Business, including any accountant's report, and (b) such other financial information as is reasonably necessary to prepare pro forma financial statements, in each case, that the Buyer reasonably determines are required, pursuant to the applicable provisions of Regulation S-X under the Securities Act specified in Item 9.01 of Form 8-K, to be filed by the Buyer in connection with the Closing, such financial statements and other financial information to be delivered as promptly as reasonably practical, but in any event at least fifteen (15) days prior to the time that the Buyer is required to file such financial statements pursuant to applicable securities Laws in connection with the Closing.

ARTICLE VI

TAX MATTERS

Section 6.01 Tax Matters. The parties agree that the Sellers and the Buyer are equally sharing the liability for all transfer, sales, use, stamp, conveyance, recording, registration, documentary, filing and other similar Taxes arising in connection with the consummation of the transactions contemplated by this Agreement ("Transaction Taxes"). If the Sellers have the primary responsibility to collect and/or pay the Transaction Taxes to the appropriate taxing jurisdiction, the Sellers shall provide the Buyer with the calculation of the applicable Transaction

Taxes (together with reasonable supporting documentation if requested by the Buyer), and the Buyer shall reimburse the Sellers for its fifty percent (50%) share of the liability with respect to such Transaction Taxes within thirty (30) days after receiving the calculation thereof. If the Buyer has the primary responsibility to collect and/or pay the Transaction Taxes to the appropriate taxing jurisdiction, the Buyer shall provide the Sellers with the calculation of the applicable Transaction Taxes (together with reasonable supporting documentation if requested by the Sellers), and the Sellers shall reimburse the Buyer for their fifty percent (50%) share of the liability with respect to such Transaction Taxes within thirty (30) days after receiving the calculation thereof. Each party shall remit the applicable Transaction Taxes to the appropriate Tax jurisdiction on a timely basis as required under Law. Each party shall promptly deliver notice to the other parties in the event it receives a notice from a Governmental Authority regarding any such Transaction Tax. In addition, in the event a Governmental Authority commences an audit in respect of any such Transaction Taxes, the Sellers and the Buyer shall cooperate to produce documentation to support that the Transaction Tax was satisfied or arose from a transaction that is nontaxable. Each of the Buyer and the Sellers agrees to timely sign and deliver (or to cause to be timely signed and delivered) such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns with respect to, such Transaction Taxes.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.01 Conditions to Each Party's Obligations. The respective obligations of the Buyer and the Sellers to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by the Buyer or the Sellers, each in their sole discretion, provided that such waiver shall be effective only as to the obligations of the party waiving such condition:

(a) Injunction. There shall be in effect no Law or Governmental Order to the effect that the sale of the Transferred Assets or the other transactions contemplated by this Agreement may not be consummated as provided in this Agreement, no Action shall have been commenced by any Governmental Authority for the purpose of obtaining any such Governmental Order, and no written notice shall have been received from any Governmental Authority indicating an intent to restrain, prevent, materially delay or restructure the transactions contemplated by this Agreement.

(b) Governmental Consents. All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, all Governmental Authorities required in connection with the execution, delivery or performance of this Agreement shall have been obtained or made.

(c) Third Party Consents. The Sellers shall have obtained and delivered to the Buyer the written consents, notices, waivers, agreements or other documents with respect to the Persons set forth on Section 7.01(c) of the Disclosure Schedule (all such consents, notices, waivers, agreements and other documents shall be in full force and effect on and following the Closing); provided, however, that any such consent, notice, waiver, agreement or other document is in form and substance reasonably satisfactory to the Buyer. The parties acknowledge that the process of obtaining such written consents, notices, waivers, agreements or other documents may, in the case of third party brand owners, include negotiation of certain terms by the Buyer directly with such third party brand owners.

(d) Financial Methodologies. The Buyer and the Sellers shall have mutually reasonably agreed with respect to the resolution of the matters identified on Section 7.01(d) of the Disclosure Schedule related to the financial methodology underlying the preparation of the 2016 Data and the Closing Financial Information.

(e) Fleet Assets. The Buyer and the Sellers shall have mutually agreed that the operating condition and average age of the trucks, trailers and forklifts included in the Transferred Assets are reasonably consistent with the operating condition and average age of such trucks, trailers and forklifts as of the date of this Agreement.

(f) Vending Equipment Assets. The Buyer and the Sellers shall have mutually agreed that the operating condition and average age of the vending equipment included in the Transferred Assets are reasonably acceptable.

(g) Simultaneous Closing. The closing under that certain Asset Exchange Agreement, dated as of the date hereof, by and among the Sellers, Buyer, CCBCC Operations, LLC, a Delaware limited liability company, Red Classic Equipment, LLC, a North Carolina limited liability company, and Red Classic Transit, LLC, a North Carolina limited liability company, shall have been completed simultaneously with the Closing hereunder.

Section 7.02 Conditions to Obligations of the Sellers. The obligation of the Sellers to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment by the Buyer or written waiver by the Sellers, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the Buyer contained in this Agreement which are qualified by “material”, “in all material respects”, “material adverse effect” and words of similar meaning shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all respects as of such date, and (B) the representations and warranties of the Buyer contained in this Agreement which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all material respects as of such date; (ii) the covenants contained in this Agreement to be complied with by the Buyer on or before the Closing shall have been complied with in all material respects; and (iii) the Sellers shall have received a certificate of the Buyer as to the satisfaction of Section 7.02(a)(i) and Section 7.02(a)(ii) signed by a duly authorized executive officer of the Buyer.

(b) CBA Amendment. The Buyer shall have executed and delivered, or caused to be executed and delivered, to the Sellers the CBA Amendment.

(c) Employee Matters Agreement. The Buyer shall have executed and delivered, or caused to be executed and delivered, to the Sellers the Employee Matters Agreement.

(d) Transition Services Agreement. If applicable, the Buyer shall have executed and delivered, or caused to be executed and delivered, to the Sellers the Transition Services Agreement.

Section 7.03 Conditions to Obligations of the Buyer. The obligations of the Buyer to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment by the Sellers or written waiver by the Buyer, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the Sellers contained in this Agreement and which are qualified by "material", "in all material respects", "Material Adverse Effect" and words of similar meaning shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all respects as of such date, and (B) the representations and warranties of the Sellers contained in this Agreement which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all material respects as of such date; (ii) the covenants contained in this Agreement to be complied with by the Sellers on or before the Closing shall have been complied with in all material respects; and (iii) the Buyer shall have received a certificate of the Sellers as to the satisfaction of Sections 7.03(a)(i) and 7.03(a)(ii) signed by a duly authorized representative of each Seller.

(b) No Material Adverse Effect. On or prior to the Closing Date, there shall not have occurred any Material Adverse Effect.

(c) CBA Amendment. Each of the Sellers (as applicable) and TCCC shall have executed and delivered, or caused to be executed and delivered, to the Buyer the CBA Amendment.

(d) Employee Matters Agreement. Each of the Sellers (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the Buyer the Employee Matters Agreement.

(e) Transition Services Agreement. If applicable, the Sellers (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the Buyer the Transition Services Agreement.

(f) Funding Letter. TCCC shall have executed and delivered to the Buyer the Funding Letter.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.01 Termination. This Agreement may be terminated prior to the Closing:

(a) by the mutual written consent of the Sellers and the Buyer;

(b) by either the Sellers or the Buyer, if the Closing shall not have occurred on or prior to December 31, 2017 (the "End Date"); provided, however, that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any party whose failure to take any action required to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;

(c) by the Sellers, if there has been a breach of any covenant or other agreement made by the Buyer in this Agreement, or any representation or warranty of the Buyer in this Agreement shall have been untrue or inaccurate or shall have become untrue or inaccurate, in each case which breach, untruth or inaccuracy (i) would give rise to a failure of the condition set forth in Section 7.02(a) (a "Terminating Buyer Breach") and (ii) has not been (A) waived in writing by the Sellers or (B) cured by the Buyer, within thirty (30) days after written notice from the Sellers of such Terminating Buyer Breach is received by the Buyer (such notice to describe such Terminating Buyer Breach in reasonable detail);

(d) by the Buyer, if there has been a breach of any covenant or other agreement made by the Sellers in this Agreement, or any representation or warranty of the Sellers in this Agreement shall have been untrue or inaccurate or shall have become untrue or inaccurate (subject to the Sellers' right to cure as set forth herein), in each case which breach, untruth or inaccuracy (i) would give rise to a failure of the condition set forth in Section 7.03(a), or Section 7.03(b) (a "Terminating Seller Breach") and (ii) has not been (A) waived in writing by the Buyer or (B) cured by the Sellers, within thirty (30) days after written notice from the Buyer of such Terminating Seller Breach is received by the Sellers (such notice to describe such Terminating Seller Breach in reasonable detail); and

(e) by the Buyer, pursuant to Section 5.08.

Section 8.02 Notice of Termination. Any party desiring to terminate this Agreement pursuant to Section 8.01 shall give written notice of such termination to the other party or parties, as the case may be, to this Agreement.

Section 8.03 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability on the part of any party to this Agreement, except as set forth in this Section 8.03 (Effect of Termination), Section 5.04 (Confidentiality) and Article X (General Provisions); provided, however, that nothing in this Agreement shall relieve either the Sellers or the Buyer from liability for any willful breach of this Agreement or willful failure to perform their or its, as applicable, obligations under this Agreement.

Section 8.04 Extension; Waiver. At any time after the date hereof, either the Sellers or the Buyer may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any of the agreements or conditions contained in this Agreement, but such waiver of compliance with such agreements or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

ARTICLE IX

INDEMNIFICATION

Section 9.01 Survival. The representations and warranties of the Sellers and the Buyer contained in or made pursuant to this Agreement shall survive in full force and effect until the date that is eighteen (18) months after the Closing Date, at which time they shall terminate (and no claims shall be made for indemnification under Sections 9.02(a)(i) or 9.03(a) thereafter); provided, however, that the representations and warranties made in Sections 3.01 (Incorporation, Qualification and Authority of the Sellers), 3.02(a) (No Conflict), 3.08(a) (Assets), 3.21 (Brokers), 4.01 (Incorporation and Authority of the Buyer), 4.02 (Qualification of the Buyer), 4.03(a) (No Conflict) and 4.07 (Brokers) (collectively, the "Fundamental Representations") shall survive the Closing indefinitely, the representations and warranties made in Section 3.11 (Environmental Matters) shall survive until the date that is five (5) years after the Closing Date and the representations and warranties made in Sections 3.14 (Employee Benefits Matters) and 3.22 (Tax Matters) shall survive until the date that is three (3) years after the Closing Date, at which time they shall terminate; and provided, further, that the covenants and agreements that by their terms apply or are to be performed in whole or in part after the Closing Date, shall survive for the period provided in such covenants and agreements, if any, or until fully performed.

Section 9.02 Indemnification by the Sellers.

(a) From and after the Closing, the Sellers shall indemnify, defend and hold harmless the Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "Buyer Indemnified Parties") against, and reimburse any Buyer Indemnified Party for, all Losses that such Buyer Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) the inaccuracy or breach of any representations or warranties made by the Sellers in this Agreement or in the certificates furnished by the Sellers pursuant to Sections 2.05(d) and 7.03(a);

(ii) any breach or failure by the Sellers to perform any of their covenants or obligations contained in this Agreement; or

(iii) any Excluded Liability (including the failure of the Sellers to perform or in due course pay and discharge any Excluded Liability).

(b) Notwithstanding any other provision of this Agreement to the contrary, (i) the Sellers shall not be required to indemnify, defend or hold harmless any Buyer Indemnified Party against, or reimburse any Buyer Indemnified Party for, any Losses pursuant to Section 9.02(a)(i) until the aggregate amount of the Buyer Indemnified Parties' Losses exceeds a dollar amount equal to $365,591.24 (the "Deductible Amount"), after which the Sellers shall be obligated for all Losses of the Buyer Indemnified Parties pursuant to Section 9.02(a)(i) in excess of the Deductible Amount up to a dollar amount equal to $3,655,912.39; provided, however, that the limitations on indemnification set forth in this Section 9.02(b)(i) shall not apply to any indemnification claim brought as a result of the inaccuracy or breach of any of the Fundamental Representations; (ii) the cumulative indemnification obligation of the Sellers under Section 9.02(a)(i) shall in no event exceed the Purchase Price; and (iii) the indemnification obligation of the Sellers under Section 9.02(a)(i) with respect to a breach of Section 3.22 (Tax Matters) shall not be subject to the Deductible Amount.

Section 9.03 Indemnification by the Buyer. From and after the Closing, the Buyer shall indemnify, defend and hold harmless the Sellers and their Affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "TCCC Indemnified Parties") against, and reimburse any TCCC Indemnified Party for, all Losses that such TCCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(a) the inaccuracy or breach of any representations or warranties made by the Buyer in this Agreement or in the certificate furnished by the Buyer pursuant to Section 7.02(a);

(b) any breach or failure by the Buyer to perform any of its covenants or obligations contained in this Agreement;

(c) any claim or cause of action by any Person against any TCCC Indemnified Party with respect to the ownership, operation or use of the Transferred Assets or the operations of the Business to the extent arising as a result of an event, occurrence or action occurring after the Closing, except to the extent that the underlying matter giving rise to such claim or cause of action is one in which a TCCC Indemnified Party is otherwise responsible; or

(d) any Assumed Liability (including the failure of the Buyer or its Affiliates to perform or in due course pay and discharge any Assumed Liability).

Section 9.04 Notification of Claims.

(a) A Person that may be entitled to be indemnified under this Agreement (the "Indemnified Party"), shall promptly notify the party or parties liable for such indemnification hereunder (the "Indemnifying Party") in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or could reasonably give rise to a right of indemnification under this Agreement (including a pending or threatened claim or demand asserted by a third party against the Indemnified Party, such claim being a "Third Party Claim"), describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim or demand; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent the Indemnifying Party is prejudiced by such failure, it being understood that notices for claims in respect of a breach of a representation, warranty, covenant or agreement must be delivered prior to the expiration of any applicable survival period specified in Section 9.01 for such representation, warranty, covenant or agreement. Within forty-five (45) days after its receipt of the Third Party Claim notice (the "Third Party Claim Response Period"), the Indemnifying Party shall give notice to the Indemnified Party, in writing, either acknowledging or denying its obligations to indemnify and defend under this Article IX.

(b) If, during the Third Party Claim Response Period, the Indemnifying Party notifies the Indemnified Party that it acknowledges its obligations to indemnify and defend the Indemnified Party against the Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if such Indemnifying Party gives notice in writing of its election to do so to the Indemnified Party, together with the acknowledgement of its obligations to indemnify, within ten (10) Business Days of the receipt of notice from the Indemnified Party; provided, however, that an Indemnifying Party will not be entitled to assume the defense of any Third Party Claim if such Third Party Claim could result in criminal liability of, or equitable remedies against, the Indemnified Party. If the Indemnifying Party so elects to undertake any such defense against a Third Party Claim, the Indemnified Party may participate in such defense at its own expense, except as set forth in the following sentence. An Indemnified Party shall have the right to employ separate counsel at the Indemnifying Party's expense if the named parties to any such proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party. If the Indemnifying Party elects to undertake such defense, the Indemnifying Party shall select counsel, contractors and consultants of recognized standing and competence after consultation with the Indemnified Party. Each party hereto shall, and shall cause each of its Affiliates, members, officers, agents and employees to, cooperate fully with the other parties hereto in connection with any Third Party Claim. The Indemnifying Party shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third Party Claim, without the consent of any Indemnified Party, provided that (i) the settlement or judgment involves only monetary payments, (ii) the Indemnifying Party pays or causes to be paid all amounts arising out of such settlement or judgment promptly following the effectiveness of such settlement or judgment and (iii) the Indemnifying Party obtains, as a condition of any settlement or other resolution, a complete release of any Indemnified Party affected by such Third Party Claim. If the Indemnifying Party does not assume, or is not entitled to assume, the

defense of a Third Party Claim as provided in this Section 9.04(b), the Indemnified Party shall defend such Third Party Claim but shall not consent to a settlement of, or the entry of any judgment arising from, such Third Party Claim without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, that the Indemnified Party may consent to a settlement of, or the entry of any judgment arising from, such Third Party Claim if such settlement or judgment includes an unconditional release of the Indemnifying Party and its Affiliates from all liability arising out of such Third Party Claim. With respect to a Third Party Claim regarding Taxes, the Sellers only have the right to control such Third Party Claim as an Indemnifying Party hereunder if it (x) relates to Taxes attributable to the Business or the Transferred Assets with respect to a taxable period or portion thereof ending prior to the Closing Date or (y) relates to Taxes imposed on the Sellers or their Affiliates, provided that with respect to any Third Party Claim with respect to Transaction Taxes, the Sellers and the Buyer shall jointly control such Third Party Claim and shall share equally in any direct costs and expenses incurred by the parties with respect thereto.

(c) In the event that an Indemnified Party determines that it has a claim pursuant to Section 9.04(a) that does not involve a Third Party Claim, the Indemnified Party shall give prompt written notice thereof to the Indemnifying Party, specifying the amount of such claim (if known or reasonably capable of estimation) and any relevant facts and circumstances relating thereto. The Indemnified Party shall provide the Indemnifying Party with reasonable access to its books and records, properties, assets, personnel, agents and advisors for the purpose of allowing the Indemnifying Party a reasonable opportunity to verify any such claim. The Indemnified Party and the Indemnifying Party shall negotiate in good faith regarding the resolution of any disputed claims of liability. Promptly following the final determination of the amount of any disputed claims by written agreement between the Indemnifying Party and the Indemnified Party or pursuant to a final, non-appealable order or judgment regarding such disputed claims that has been entered in a court of competent jurisdiction, the Indemnifying Party promptly shall pay the amount of any such finally determined liability to the Indemnified Party by wire transfer or check made payable to the order of the Indemnified Party.

Section 9.05 Exclusive Remedies. The Sellers and the Buyer acknowledge and agree that, following the Closing, the indemnification provisions of Sections 9.02 and 9.03 shall be the sole and exclusive remedies of any Buyer Indemnified Party and any TCCC Indemnified Party, respectively, for any Losses (including any Losses from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, statute, strict liability, or otherwise) that it may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of any representation or warranty in this Agreement by the Buyer or the Sellers, respectively, or any failure by the Buyer or a Seller, respectively, to perform or comply with any covenant or agreement set forth herein, except in the case of fraud or intentional misrepresentation. Without limiting the generality of the foregoing, the parties hereto hereby irrevocably waive any right of rescission they may otherwise have or to which they may become entitled.

Section 9.06 Additional Indemnification Provisions.

(a) The Sellers and the Buyer agree, for themselves and on behalf of their respective Affiliates and Representatives, that with respect to the indemnification obligations in this Agreement: (i) all Losses shall be net of any third-party insurance proceeds which have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification; (ii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Agreement for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach hereof) unless any such damages or items are awarded to a third-party in a Third Party Claim, provided that this Section 9.06(a)(ii) shall not limit or restrict in any way the right or ability of an Indemnified Party to recover damages that are direct and reasonably foreseeable; and (iii) so long as such party has complied with its obligations under Section 2.02, no party shall have the obligation to indemnify any other Person with respect to any Losses to the extent relating to any failure by the parties to obtain the consent of any Person required in an Assumed Contract (other than in the event where such Assumed Contract is a Material Contract that the Sellers failed to identify as requiring consent or notice on Section 3.12(a) of the Disclosure Schedule) as a result of the consummation of the transactions contemplated hereunder.

(b) In addition to, and not in limitation of, the foregoing, the Sellers and the Buyer agree, for themselves and on behalf of their respective Affiliates and Representatives, that the Sellers shall have no liability to indemnify any Buyer Indemnified Party under this Agreement with respect to any Losses (i) to the extent such Losses are included in the Assumed Liabilities reflected on the Final Amounts Schedule or would be duplicative of amounts paid by the Sellers pursuant to Section 2.10 or Section 5.14, or (ii) to the extent such Losses are caused by or result from any action (A) that after the date hereof the Buyer requests the Sellers to take or refrain from taking in writing pursuant to Section 5.01 (other than actions the Sellers are already obligated to take or refrain from taking under this Agreement), (B) taken pursuant to a written consent from the Buyer specifically authorizing such action, but only as long as the Sellers' request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of a Seller hereunder, or (C) that the Sellers or any of their Affiliates, having sought the Buyer's consent pursuant to Section 5.01, did not take as a result of the Buyer having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (A) and (B), any such Losses constituting costs and expenses specifically and intentionally incurred by the Sellers to take any such action requested by the Buyer and agreed to by the Sellers.

Section 9.07 Mitigation. Each of the parties hereto agrees to take all reasonable steps to mitigate their respective Losses upon and after becoming aware of any event or condition which would reasonably be expected to give rise to any Losses that are indemnifiable hereunder.

Section 9.08 Third Party Recovery. If the Buyer Indemnified Parties or the TCCC Indemnified Parties recover any amounts in respect of Losses from any third party at any time after the Buyer or the Sellers, as applicable, have paid all or a portion of such Losses to the Buyer Indemnified Parties or the TCCC Indemnified Parties, as applicable, pursuant to the provisions of this Article IX, the Buyer or the Sellers, as applicable, shall, or shall cause such Buyer Indemnified Parties or TCCC Indemnified Parties, as applicable, to promptly (and in any event within two (2) Business Days of receipt) pay over to the Buyer or to the Sellers, as applicable, the amount so received (to the extent previously paid by the Buyer or the Sellers, as applicable).

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Expenses. Except as may be otherwise specified in this Agreement and the Companion Agreements or as set forth on Section 10.01 of the Disclosure Schedule, all costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred in connection with this Agreement and the Companion Agreements and the transactions contemplated hereby and thereby shall be paid by the Person incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.02 Notices. All notices, communications, consents and deliveries under this Agreement shall be delivered in writing, unless otherwise expressly permitted herein, and shall be deemed given: (a) when delivered if delivered personally (including by courier); (b) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (c) on the day after mailing (or on the following Monday if mailed on a Friday or Saturday) if sent by a nationally recognized overnight delivery service which maintains records of the time, place and receipt of delivery; or (d) upon receipt of a confirmed transmission, if sent by facsimile transmission or by email (or on the first Business Day following the date sent if the date sent is not a Business Day), in each case to the parties at the following addresses or to such other addresses as may be furnished in writing by one party to the others, provided that if notice is given by email, such notice shall also be sent at the same time by facsimile transmission:

(i) if to the Sellers to:

Coca-Cola Refreshments USA, Inc.
c/o The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attn: Vice President – Finance
Facsimile: (404) 598-5487
Email: dherndon@coca-cola.com

with a copy, which shall not constitute notice, to:

Coca-Cola Refreshments USA, Inc.
c/o The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attn: General Counsel
Facsimile: (404) 598-7664
Email: bgarren@coca-cola.com

and

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attention: William G. Roche
Anne M. Cox-Johnson
Facsimile: (404) 572-5133
Email: broche@kslaw.com
acox-johnson@kslaw.com

(ii) if to the Buyer to:

Coca-Cola Bottling Co. Consolidated
4100 Coca Cola Plaza
Charlotte, North Carolina 28211
Attention: E. Beauregarde Fisher III, Executive Vice President & General Counsel
Facsimile: (704) 602-4408
Email: beau.fisher@ccbcc.com

with a copy, which shall not constitute notice, to:

Moore & Van Allen PLLC
100 North Tryon Street
Suite 4700
Charlotte, North Carolina 28202
Attention: John V. McIntosh
Facsimile: (704) 331-1159
Email: johnmcintosh@mvalaw.com

Notwithstanding anything to the contrary in this Agreement, (x) any information required to be delivered pursuant to Section 5.02(d), (y) any amendments of or supplements to the Disclosure Schedule delivered by the Sellers pursuant to the first two (2) sentences of Section 5.08, and (z) the Closing Financial Information may be delivered by email (or other electronic means) only, and such delivery by email (or other electronic means) will be deemed to satisfy the requirements of this Section 10.02, without the requirement that notice also be provided by facsimile transmission or in any other format or medium; provided, that the delivery of such information by email (or other electronic means) only shall not be deemed effective until the Buyer has confirmed its receipt of the same; and provided, further, that, upon such receipt, the Buyer will be obligated to provide, and shall provide, such confirmation promptly.

Section 10.03 Public Announcements. No party or Affiliate of such party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the Companion Agreements or the transactions contemplated hereby or thereby without the prior written consent of the Sellers and the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), except as may be required by Law or stock exchange rules, in which case the party required to publish such press release or public announcement shall allow the other parties a reasonable opportunity to comment on such press release or public announcement in advance of such publication.

Section 10.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 10.05 Entire Agreement. Except as otherwise expressly provided herein and therein, this Agreement (together with the exhibits and schedules hereto) and the Companion Agreements constitute the entire agreement of the Sellers and the Buyer with respect to the acquisition of the Business by the Buyer and supersede all prior agreements and undertakings, both written and oral, between or on behalf of the Sellers and the Buyer or its Affiliates with respect to the acquisition of the Business by the Buyer.

Section 10.06 Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void; provided, however, that the Sellers may assign any or all of their rights and obligations under this Agreement to any of their Affiliates, but only to the extent that such assignment would not result in an impairment of the Buyer's rights under this Agreement; and provided, further, that the Buyer may, without the prior written consent of the Sellers, assign all or any portion of its rights and obligations under this Agreement to one (1) or more of its direct or indirect wholly-owned subsidiaries. Subject to the preceding sentence, this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.07 No Third-Party Beneficiaries. Except as provided in Article IX with respect to TCCC Indemnified Parties and Buyer Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns, and nothing in this Agreement, whether express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.08 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties to such agreement.

Section 10.09 Disclosure Schedule. Any disclosure with respect to a Section or Schedule of this Agreement shall be deemed to be disclosed for other Sections and Schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or Schedules would be reasonably apparent to a reader of such disclosure. Matters reflected in any Section of this Agreement, including any Section of the Disclosure Schedule, are not necessarily limited to matters required by this Agreement to be so reflected. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. No reference to or disclosure of any item or other matter in any Section or Schedule of this Agreement shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Agreement.

Section 10.10 Governing Law and Dispute Resolution.

(a) This Agreement and the Companion Agreements (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby and thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that, except to the extent set forth otherwise in the Companion Agreements, any claims, causes of action or disputes that may be based upon, arise out of or relate to this Agreement or the Companion Agreements, to the transactions contemplated hereby and thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be resolved only in the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the District of Delaware and the appellate courts having jurisdiction of appeals from such courts (the “Delaware Courts”). In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Agreement and the Companion Agreements, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts;

(ii) consents that any such Action may and shall be brought in the Delaware Courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in the Delaware Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02; and

(iv) agrees that nothing in this Agreement or the Companion Agreements shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

Section 10.11 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE COMPANION AGREEMENTS OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.

Section 10.12 Bulk Sales Laws. The Buyer and the Sellers each hereby waive compliance by the Sellers with the provisions of the "bulk sales," "bulk transfer" or similar laws of any state or any jurisdiction within or outside the United States.

Section 10.13 Specific Performance. Each party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other parties hereto and that no party hereto would have an adequate remedy at law. Therefore, the obligations of the Sellers under this Agreement, including the Sellers' obligation to sell the Transferred Assets to the Buyer, and the obligations of the Buyer under this Agreement, including the Buyer's obligation to purchase and acquire the Transferred Assets from the Sellers, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise.

Section 10.14 Rules of Construction. Interpretation of this Agreement and the Companion Agreements shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits and Schedules of or to this Agreement unless otherwise specified; (c) the terms

"hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, including the Disclosure Schedule, Annexes and Exhibits hereto; (d) references to "dollars" or "$" mean United States dollars; (e) the word "including" and words of similar import when used in this Agreement means including without limitation, unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) each of the parties hereto has participated in the negotiation and drafting of this Agreement, and, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or burdening any party hereto by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to days means calendar days unless Business Days are expressly specified; and (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 10.15 Counterparts. This Agreement and the Companion Agreements may be executed in one (1) or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or the Companion Agreements by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

COCA-COLA REFRESHMENTS USA, INC.

By: /s/ J. Alexander M. Douglas, Jr.
Name: J. Alexander M. Douglas, Jr.
Title: President, Coca-Cola North America

COCA-COLA BOTTLING CO. CONSOLIDATED

By: /s/ James E. Harris
Name: James E. Harris
Title: Executive Vice President

DEFINITIONS

"2016 Additional Financial Information" has the meaning set forth in Section 3.20(b).

"2016 Data" has the meaning set forth in Section 3.20(a).

"Acceptable Regulatory Standards" means those standards in effect as of the Closing with respect to the presence of a Hazardous Substance on a real property which (a) if achieved in a cleanup, would be sufficient to satisfy the minimum and lowest cost requirements of the regulatory authorities having jurisdiction with respect to the real property so that such regulatory authorities would issue a letter or other document confirming that no further action is required with respect to the investigation, cleanup, remediation and monitoring of the real property with respect to such Hazardous Substance for the continued use of the real property for industrial or commercial purposes only, including the possible application of restrictive covenants, engineering controls, other types of use restrictions or monitored natural attenuation, for Hazardous Substances for which promulgated remediation standards exist; or (b) where the regulatory authorities do not issue such letters or other documents, would be sufficient to satisfy the promulgated remediation standards of the jurisdiction for the continued use of the real property for industrial or commercial purposes only, including the possible application of restrictive covenants, engineering controls, other types of use restrictions or monitored natural attenuation for the minimum and lowest cost.

"Action" means any claim, action, demand, audit, citation, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one (1) or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Agency Notification" has the meaning set forth in Section 5.19(b).

"Agreed Financial Methodology" means the accounting policies, methodologies, assumptions and allocations used by the Sellers in preparing the 2016 Data with such changes or adjustments to such policies, methodologies, assumptions and allocations as are set forth on Section A of the Disclosure Schedule or as the Buyer and the Sellers may mutually agree to in writing subsequent to the date hereof, including as a result of the mutually agreed upon resolution of any of the items described on Section 7.01(d) of the Disclosure Schedule.

"Agreed Replacement Value" has the meaning set forth in Section 2.10(a).

"Agreement" means this Asset Purchase Agreement, dated as of September 29, 2017, by and between the Sellers and the Buyer, including the Disclosure Schedule and the Exhibits, and all amendments to this Asset Purchase Agreement made in accordance with Section 10.08.

"Allocation Schedule" has the meaning set forth in Section 2.09.

"Antea" has the meaning set forth in Section 5.19(a).

"Anticipated Closing Date" has the meaning set forth in Section 2.04(c).

"Arbitrator" has the meaning set forth in Section 2.07(f).

"Assignment and Assumption of Lease" has the meaning set forth in Section 2.05(c).

"Assumed Contracts" has the meaning set forth in Section 2.01(a)(v).

"Assumed Liabilities" has the meaning set forth in Section 2.01(c).

"Base Purchase Price" has the meaning set forth in Section 2.04.

"Bill of Sale, Assignment and Assumption Agreement" means the Bill of Sale, Assignment and Assumption Agreement to be entered into at the Closing by the Sellers and the Buyer in the form attached hereto as Exhibit B.

"Business" means the business that the Sellers are engaged in related to the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the Territory, but specifically excluding the manufacture or production of Coca-Cola and other beverage products.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which commercial banks in Atlanta, Georgia are required or authorized by Law to be closed.

"Business Employees" means all employees of the Sellers and their Affiliates who are engaged primarily in the Business, together with any individuals hired by the Sellers or their Affiliates after the date hereof and prior to the Closing who are engaged primarily in the Business who are employed by the Buyer or its Affiliates with respect to the Business as of or immediately after the Closing as further described in the Employee Matters Agreement, but excluding the employees of the Sellers or their Affiliates who are identified as employees being retained by the Sellers or their Affiliates in the Employee Matters Agreement.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer Indemnified Parties" has the meaning set forth in Section 9.02(a).

"Buyer MEC Consent Agreement" means that certain Consent Agreement, dated May 26, 2015, by and between TCCC, acting by and through its Coca-Cola North America division, and the Buyer.

"CBA Amendment" means an amendment to the Comprehensive Beverage Agreement Form EPB First-Line and Sub-Bottling, dated as of March 31, 2017, by and between TCCC, CCR and the Buyer, as amended on April 28, 2017, to reflect the acquisition of the Territory by the Buyer.

"CBA Rights" has the meaning set forth in the recitals to this Agreement.

"CCR" has the meaning set forth in the preamble to this Agreement.

"Closing" has the meaning set forth in Section 2.03.

"Closing Amounts Deficit" means the amount, if any, by which the sum of (a) (i) the Estimated Net Working Capital Amount, plus (ii) the Estimated Other Third-Party Brand Amount, plus (iii) the Estimated DP Amount, plus (iv) the Estimated Residual Transferred Assets Amount, plus (v) the Estimated Other Assets and Liabilities Amount, minus (vi) the Estimated Retained Assets Amount, plus (vii) the Estimated Retained Liabilities Amount, is greater than the sum of (b) (i) the Net Working Capital Amount, plus (ii) the Other Third-Party Brand Amount, plus (iii) the DP Amount, plus (iv) the Residual Transferred Assets Amount, plus (v) the Other Assets and Liabilities Amount, minus (vi) the Retained Assets Amount, plus (vii) the Retained Liabilities Amount, as reflected on the Final Amounts Schedule.

"Closing Amounts Surplus" means the amount, if any, by which the sum of (a) (i) the Estimated Net Working Capital Amount, plus (ii) the Estimated Other Third-Party Brand Amount, plus (iii) the Estimated DP Amount, plus (iv) the Estimated Residual Transferred Assets Amount, plus (v) the Estimated Other Assets and Liabilities Amount, minus (vi) the Estimated Retained Assets Amount, plus (vii) the Estimated Retained Liabilities Amount, is less than the sum of (b) (i) the Net Working Capital Amount, plus (ii) the Other Third-Party Brand Amount, plus (iii) the DP Amount, plus (iv) the Residual Transferred Assets Amount, plus (v) the Other Assets and Liabilities Amount, minus (vi) the Retained Assets Amount, plus (vii) the Retained Liabilities Amount, as reflected on the Final Amounts Schedule.

"Closing Cash Payment" has the meaning set forth in Section 2.04(b).

"Closing Date" has the meaning set forth in Section 2.03.

"Closing Financial Information" means: (a) components of (i) the unaudited balance sheet of the Business as of the Closing Date, and (ii) the unaudited statement of income of the Business for the most recent four (4) fiscal quarters completed on or prior to the Closing, in each case in a format consistent with the 2016 Data and determined in accordance with the Agreed Financial Methodology; (b) case volume information by brand for the most recent four (4) fiscal quarters completed on or prior to the Closing; and (c) updates of Sections 2.01(a)(i), 2.01(a)(ii), 2.01(a)(iii), 2.01(a)(iv)-1 and 2.01(a)(iv)-2 of the Disclosure Schedule to update the description of the Transferred Assets as of the Closing to be consistent with the unaudited balance sheet of the Business as of the Closing Date. Closing Financial Information shall also include the calculation of the Target Net Working Capital Amount.

"Closing Key Subject Equipment Schedule" has the meaning set forth in Section 2.10(a).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collective Agreement" means any collective bargaining agreement, labor contract, letter of understanding or letter of intent with a labor organization certified as the collective bargaining representative of the Business Employees.

"Companion Agreements" means the Assignment and Assumption of Lease, the Bill of Sale, Assignment and Assumption Agreement, the Comprehensive Beverage Agreement, the CBA Amendment, the Employee Matters Agreement, the Transition Services Agreement, and the Funding Letter.

"Completed Title Documents" has the meaning set forth in Section 5.20.

"Comprehensive Beverage Agreement" means the Comprehensive Beverage Agreement Form EPB First-Line and Sub-Bottling, dated as of March 31, 2017, by and between TCCC, CCR and the Buyer, as amended (including by the CBA Amendment).

"Confidential Information" has the meaning set forth in Section 5.04.

"Control" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "Controlled by," "Controlled," "under common Control with" and "Controlling" shall have correlative meanings.

"Cost" means, with respect to any particular item of inventory included in the Transferred Assets, the Business' fully-loaded production cost with respect to such item of inventory, plus (without duplication) the freight cost of transporting such item of inventory from the applicable production center to the applicable distribution center.

"Critical Leased Property" has the meaning set forth in Section 3.10(a).

"Customer" means each of the twenty (20) largest customers of the Business as measured by the dollar amount of purchases made from the Sellers and their Affiliates solely in connection with the Business during the twelve (12) month period ended on the date hereof.

"Debt" means any (a) indebtedness for borrowed money or in respect of loans or advances from third party lending sources, (b) obligation evidenced by bonds, debentures, notes or other similar instruments or debt securities, (c) indebtedness or obligation for the deferred purchase price of property or services with respect to which any Seller is liable as obligor (other than trade payables incurred in the ordinary course of business consistent with past practice), (d) capital lease obligations, (e) obligations in respect of letters of credit and bankers' acceptances issued for the account of the Sellers, (f) amounts owed by the Business to a Seller (or Affiliate of a Seller) other than intercompany trade accounts payables for goods and services incurred in the ordinary course of business consistent with past practice and included on the Final Amounts Schedule, (g) all obligations under conditional sale or other title retention agreements relating to the property or assets purchased by a Seller, (h) guarantees and (i) obligations under hedging arrangements.

"Deductible Amount" has the meaning set forth in Section 9.02(b).

"Delaware Courts" has the meaning set forth in Section 10.10(b).

"Disclosure Schedule" means the disclosure schedule delivered by the Sellers to the Buyer and which forms a part of this Agreement.

"DP Amount" means an amount equal to the product of (a) the sum of (i) any percentage change (whether positive or negative) in EBITDA generated by the Business solely with respect to the DP Brand Business in the Territory for the Sellers' most recent four (4) fiscal quarters completed on or prior to the Closing as compared to such EBITDA for the Sellers' 2016 fiscal year as reflected in the 2016 Data, determined in accordance with the Closing Financial Information and the Agreed Financial Methodology, plus (ii) 1, multiplied by (b) the Estimated DP Amount.

"DP Brand Business" means the portion of the Business relating to the exclusively licensed distribution, promotion, marketing and sale of shelf-stable, ready to drink Dr Pepper brand beverages in the Territory by the Sellers pursuant to CCR's agreement with Dr Pepper Snapple Group, Inc., including any assets and liabilities (including Retained Assets and Retained Liabilities) allocated to such portion of the Business consistent with the Agreed Financial Methodology.

"DP Purchase Price Component" means an amount equal to the portion of the Purchase Price as of the date hereof allocated to the DP Brand Business, determined in accordance with the Agreed Financial Methodology.

"EBITDA" means gross profit less operating expenses before interest, income taxes, depreciation and amortization.

"Economic Participation Agreement" has the meaning set forth in Section 5.22(a).

"Employee Matters Agreement" means the Employee Matters Agreement between CCR and the Buyer in a form to be mutually agreed among the Sellers and the Buyer, certain material terms of which are attached hereto as Exhibit D.

"Employee Plans" has the meaning set forth in Section 3.14(b).

"End Date" has the meaning set forth in Section 8.01(b).

"Environmental Activity" with respect to any Recognized Environmental Condition means any activity required to establish a remediation plan and perform the work thereunder necessary to satisfy Acceptable Regulatory Standards, for any Hazardous Substances associated with such Recognized Environmental Condition for the continued use of the applicable real property for industrial or commercial purposes only.

"Environmental Laws" means any Laws applicable to the Business, the Real Property or any of the other Transferred Assets and in effect as of the Closing that regulate (a) the protection of or prevention of harm to human health and the environment or damage to natural resources or (b) the use, management, transportation, treatment, storage, disposal or remediation of Hazardous Substances.

"Environmental Permit" means any permit, approval, license or governmental qualification, registration, filing, privilege, franchise or other authorization that is issued under or pursuant to any Environmental Law.

"Equipment Dispute Notice" has the meaning set forth in Section 2.10(c).

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business, whether or not incorporated, that together with a Seller would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA.

"Estimated Closing Date Unaudited Balance Sheet" has the meaning set forth in Section 2.07(a).

"Estimated Closing Statement" has the meaning set forth in Section 2.07(a).

"Estimated DP Amount" means an amount equal to the product of (a) the sum of (i) any percentage change (whether positive or negative) in EBITDA generated by the Business solely with respect to the DP Brand Business for the Sellers' 2016 fiscal year, determined in accordance with the 2016 Data and the Agreed Financial Methodology, that may result from changes or adjustments to the policies, methodologies, assumptions and allocations used in preparing the 2016 Data as the Buyer and the Sellers may mutually agree to in writing subsequent to the date hereof, including as a result of the mutually agreed upon resolution of any of the items described in Section 7.01(d) of the Disclosure Schedule, plus (ii) 1, multiplied by (b) the DP Purchase Price Component.

"Estimated DP Deficit" means the amount, if any, by which the DP Purchase Price Component is greater than the Estimated DP Amount as set forth on the Estimated Closing Statement.

"Estimated DP Surplus" means the amount, if any, by which the DP Purchase Price Component is less than the Estimated DP Amount as set forth on the Estimated Closing Statement.

"Estimated Net Working Capital Amount" means an amount equal to the product of (a) (i) the Net Book Value of the current assets of the Business listed on Section B-2 of the Disclosure Schedule, including all cash located in the Subject Equipment as reflected in the full service change fund, less (ii) the Net Book Value of the current liabilities of the Business listed on Section B-2 of the Disclosure Schedule, in each case, as of the Business Day that is the Sellers' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs and determined in accordance with the guidelines set forth on Section B-1 of the Disclosure Schedule and in accordance with the Agreed Financial Methodology, multiplied by (b) the Estimated Volume Percentage.

"Estimated Net Working Capital Deficit" means the amount, if any, by which the NWC Purchase Price Component is greater than the Estimated Net Working Capital Amount as set forth on the Estimated Closing Statement.

"Estimated Net Working Capital Surplus" means the amount, if any, by which the NWC Purchase Price Component is less than the Estimated Net Working Capital Amount as set forth on the Estimated Closing Statement.

"Estimated Other Assets and Liabilities Amount" means the product of (a) (i) the Net Book Value of the assets of the Business listed on Section C of the Disclosure Schedule, less (ii) the Net Book Value of the liabilities of the Business listed on Section C of the Disclosure Schedule, in each case, as of the Business Day that is the Sellers' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs and determined in accordance with the Agreed Financial Methodology, multiplied by (b) the Estimated Volume Percentage.

"Estimated Other Assets and Liabilities Deficit" means the amount, if any, by which the Other Assets and Liabilities Purchase Price Component is greater than the Estimated Other Assets and Liabilities Amount as set forth on the Estimated Closing Statement.

"Estimated Other Assets and Liabilities Surplus" means the amount, if any, by which the Other Assets and Liabilities Purchase Price Component is less than the Estimated Other Assets and Liabilities Amount as set forth on the Estimated Closing Statement.

"Estimated Other Third-Party Brand Amount" means an amount equal to the product of (a) the sum of (i) any percentage change (whether positive or negative) in EBITDA generated by the Business solely with respect to the Other Third-Party Brand Business in the Territory for the Sellers' 2016 fiscal year, determined in accordance with the 2016 Data and the Agreed Financial Methodology, that may result from changes or adjustments to the policies, methodologies, assumptions and allocations used in preparing the 2016 Data as the Buyer and the Sellers may mutually agree to in writing subsequent to the date hereof, including as a result of the mutually agreed upon resolution of any of the items described in Section 7.01(d) of the Disclosure Schedule, plus (ii) 1, multiplied by (b) the Other Third-Party Brand Purchase Price Component.

"Estimated Other Third-Party Brand Deficit" means the amount, if any, by which the Other Third-Party Brand Purchase Price Component is greater than the Estimated Other Third-Party Brand Amount as set forth on the Estimated Closing Statement.

"Estimated Other Third-Party Brand Surplus" means the amount, if any, by which the Other Third-Party Brand Purchase Price Component is less than the Estimated Other Third-Party Brand Amount as set forth on the Estimated Closing Statement.

"Estimated Residual Transferred Assets Amount" means an amount equal to the product of (a) the Net Book Value of all Residual Transferred Assets as of the Business Day that is the Sellers' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs, determined in accordance with the Agreed Financial Methodology, multiplied by (b) the Estimated Volume Percentage.

"Estimated Residual Transferred Assets Deficit" means the amount, if any, by which the Residual Transferred Assets Purchase Price Component is greater than the Estimated Residual Transferred Assets Amount as set forth on the Estimated Closing Statement.

"Estimated Residual Transferred Assets Surplus" means the amount, if any, by which the Residual Transferred Assets Purchase Price Component is less than the Estimated Residual Transferred Assets Amount as set forth on the Estimated Closing Statement.

"Estimated Retained Assets Amount" means an amount equal to the Net Book Value of the Retained Assets on the Business Day which is the Sellers' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs, determined in accordance with the Agreed Financial Methodology.

"Estimated Retained Liabilities Amount" means an amount equal to the Net Book Value of the Retained Liabilities on the Business Day which is the Sellers' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs, determined in accordance with the Agreed Financial Methodology.

"Estimated Volume Percentage" means an amount, expressed as a percentage, equal to the percentage of the standard physical bottle, can and pre-mix case volume sold by the Business during the Sellers' 2016 fiscal year that is not allocable to the DP Brand Business or the Other Third-Party Brand Business, as reflected by the information contained in the case volume information by brand of the Business for such fiscal year.

"Excluded Assets" has the meaning set forth in Section 2.01(b).

"Excluded Contracts" means any contracts of the Sellers with respect to Debt of the Sellers or their Affiliates or any Tax sharing agreements to which any Seller or any of the Sellers' Affiliates is a party.

"Excluded Fountain Equipment" means all fountain equipment (including pre-mix and post-mix) other than the Transferred Fountain Equipment (including, for example, fountain equipment situated on the property of any chain restaurant or other retail establishment with which any Seller does business that is owned by TCCC or by the customer, and including any fountain equipment pertaining to customers managed by CCR National Retail Sales (NRS), CCR National Foodservice or CCR Region managed fountain outlets).

"Excluded Liabilities" has the meaning set forth in Section 2.01(d).

"Existing Survey" means a copy of the existing survey, if any, for each parcel of the Real Property that the Sellers have provided to the Buyer.

"Existing Title Policy" means a copy of the existing owner's or lessee's title insurance policy for each parcel of the Real Property that the Sellers have provided to the Buyer.

"FDC Act" has the meaning set forth in Section 3.16(b).

"Final Amounts Schedule" means the schedule of the Net Working Capital Amount, the Other Third-Party Brand Amount, the DP Amount, the Residual Transferred Assets Amount, the Other Assets and Liabilities Amount, the Retained Assets Amount and the Retained Liabilities Amount, which shall include a calculation of each of the Closing Amounts Surplus, if any, and the Closing Amounts Deficit, if any, as finally determined pursuant to Section 2.07.

"Fundamental Representations" has the meaning set forth in Section 9.01.

"Funding Letter" means a letter specifying the funding to be provided by the Sellers or their Affiliates with respect to the Territory for the remainder of the calendar year in which the Closing occurs and the following calendar year.

"Governmental Authority" means any United States federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Guarantees" has the meaning set forth in Section 5.10.

"Hazardous Substances" means any pollutant, contaminant, material, substance, or waste that is regulated under Environmental Laws, including asbestos or asbestos containing materials, polychlorinated biphenyls, radioactive materials, and petroleum or hydrocarbon substance, fraction, distillate or by-products.

"Indemnified Party" has the meaning set forth in Section 9.04(a).

"Indemnifying Party" has the meaning set forth in Section 9.04(a).

"Intellectual Property" means all of the following whether arising under the Laws of the United States or of any other jurisdiction: (a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including utility model, non-provisional, provisional, reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof, all rights therein provided by international treaties or conventions; (b) trademarks, service marks, trade names, business names, corporate names, service names, trade dress, logos, and other identifiers of the same, together with all adaptations, derivations, and combinations thereof, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing; (c) internet domain names and social media identifiers, names and profiles; (d) copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, in each case, other than software, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions; (e) confidential and proprietary information, including inventions, trade secrets, processes, know-how, techniques, protocols, methods, processes, formulae, compositions, architectures, layouts, designs, research and development confidential or proprietary information, customer and supplier lists, technical information, data, specifications, plans, drawings, and blue prints; (f) computer software, including source code, object, executable or binary code, objects, middleware, firmware, embedded code, comments, display screens, user interfaces, report formats, templates, menus, buttons, and icons, and all electronic files, electronic data, materials, manuals, design notes, and other items and documentation related thereto or associated therewith; (g) all other proprietary and intellectual property rights; and (h) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

"Interim Quarterly Data" has the meaning set forth in Section 5.02(d)(ii).

"Key Subject Equipment" has the meaning set forth in Section 2.10(a).

"Knowledge of the Sellers" means the actual knowledge, or knowledge that would be obtained after a reasonable inquiry, of (a) J. Alexander M. Douglas, Jr., Doug Herndon, Daniel Steidle, William F. Lummus, Todd Beiger, Christian Brennholt, Jeff Markey, and Julie Varnadoe, (b) only with respect to the representations set forth in Sections 3.13 (Employment Matters) and 3.14 (Employee Benefits Matters), Jeff Laszlo, (c) only with respect to the representations set forth in Section 3.10 (Real Property), Matthew Fanoe, (d) only with respect to the representations set forth in Section 3.22 (Tax Matters), Stephen Kremer, and (e) only with respect to the representations set forth in Section 3.11 (Environmental Matters), Ann Macdonald, together in each case with any individuals who succeed to the positions held by the foregoing individuals between the date of this Agreement and the Closing Date.

"Law" means any applicable U.S. federal, state, local or non-U.S. statute, law (including common law), ordinance, regulation, rule, code, order or other requirement or rule of law.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, option, easement, encroachment, right of way, right of first refusal, security interest, encumbrance, claim, lien or charge of any kind.

"Losses" means all losses, damages, costs, deficiencies, judgments, expenses, interest, awards, liabilities, fines, penalties, obligations and claims of any kind (including reasonable attorneys' fees and expenses incurred in connection therewith).

"Material Adverse Effect" means any state of facts, event, change, condition, effect, circumstance or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on (x) the business condition (financial or otherwise), assets, liabilities, operations or the results of the operations of the Business or the Transferred Assets, or (y) the ability of the Sellers to perform their obligations under this Agreement or the Companion Agreements or to consummate the transactions contemplated hereby or thereby; provided, however, that for purposes of clause (x) of this definition, none of the following shall be taken into account in determining whether a Material Adverse Effect has occurred or would be reasonably likely to occur (except with respect to clauses (a), (c) or (f) below, to the extent such state of facts, event, change, condition, effect, circumstance or occurrence has had a disproportionate effect on the Business taken as a whole compared to other participants in the soft drink distribution industry): (a) an event or series of events or circumstances affecting (i) the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) political conditions generally of the United States or any other country or jurisdiction in which a Seller operates or (iii) the soft drink distribution industry generally (including demand and the availability and pricing of raw materials, marketing and transportation); (b) the negotiation, execution or the announcement of the transactions contemplated by this Agreement or the Companion Agreements; (c) any changes in

applicable Law; (d) actions required to be taken or prohibited pursuant to this Agreement or taken with the Buyer's consent or at the Buyer's request; (e) the effect of any action taken by the Buyer or its Affiliates with respect to the transactions contemplated hereby; (f) any hostilities, acts of war, sabotage, terrorism or military actions, or any earthquakes, hurricanes, pandemics or other natural disasters, or any other force majeure event, whether or not caused by any Person, or any national or international calamity or crisis, or any escalation or worsening of any of the foregoing events; or (g) the failure to meet internal or published projections, estimates or forecasts of revenues, earnings or other measures of financial or operating performance for any period (provided that the underlying causes of any such failure may be considered in determining whether a Material Adverse Effect exists).

"Material Contracts" has the meaning set forth in Section 3.12(a).

"Material Permits" has the meaning set forth in Section 3.07(a).

"MEC" has the meaning set forth in Section 2.01(c)(iv).

"Missing Equipment" has the meaning set forth in Section 2.10(b).

"Missing Equipment Notice" has the meaning set forth in Section 2.10(b).

"Net Book Value" means net book value as reflected on the books and records of the Sellers as of the Closing Date or as of another specified date if expressly provided for herein.

"Net Working Capital" means (a) the current assets of the Business listed on Section B-2 of the Disclosure Schedule, including all cash located in the Subject Equipment as reflected in the full service change fund, less (b) the current liabilities of the Business listed on Section B-2 of the Disclosure Schedule.

"Net Working Capital Amount" means an amount equal to the product of (a) (i) the Net Book Value of the current assets of the Business listed on Section B-2 of the Disclosure Schedule, including all cash located in the Subject Equipment as reflected in the full service change fund, less (ii) the Net Book Value of the current liabilities of the Business listed on Section B-2 of the Disclosure Schedule, in each case, as of the Closing Date and determined in accordance with the guidelines set forth on Section B-1 of the Disclosure Schedule and in accordance with the Closing Financial Information and the Agreed Financial Methodology, multiplied by (b) the Volume Percentage.

"New Business Contract" has the meaning set forth in Section 5.17.

"New Contract" has the meaning set forth in Section 5.17.

"Notice of Dispute" has the meaning set forth in Section 2.07(c).

"NWC Purchase Price Component" means an amount equal to the portion of the Purchase Price as of the date hereof allocated to the Net Working Capital (other than the portion of the Net Working Capital allocable to the DP Brand Business and the Other Third-Party Brand Business), determined in accordance with the Agreed Financial Methodology.

"Obsolete Inventory" has the meaning set forth in Section 5.14(b).

"Other Assets and Liabilities" means, collectively, the assets of the Business listed on Section C of the Disclosure Schedule and the liabilities of the Business listed on Section C of the Disclosure Schedule.

"Other Assets and Liabilities Amount" means an amount equal to the product of (a) (i) the Net Book Value of the assets of the Business listed on Section C of the Disclosure Schedule, less (ii) the Net Book Value of the liabilities of the Business listed on Section C of the Disclosure Schedule, in each case, as of the Closing Date and determined in accordance with the Closing Financial Information and the Agreed Financial Methodology, multiplied by (b) the Volume Percentage.

"Other Assets and Liabilities Purchase Price Component" means an amount equal to the portion of the Purchase Price as of the date hereof allocated to the Other Assets and Liabilities (other than the portion of the Other Assets and Liabilities allocable to the DP Brand Business and the Other Third-Party Brand Business), determined in accordance with the Agreed Financial Methodology.

"Other Third-Party Brand Amount" means an amount equal to the product of (a) the sum of (i) any percentage change (whether positive or negative) in EBITDA generated by the Business solely with respect to the Other Third-Party Brand Business in the Territory for the Sellers' most recent four (4) fiscal quarters completed on or prior to the Closing as compared to such EBITDA for the Sellers' 2016 fiscal year as reflected in the 2016 Data, determined in accordance with the Closing Financial Information and the Agreed Financial Methodology, plus (ii) 1, multiplied by (b) the Estimated Other Third-Party Brand Amount.

"Other Third-Party Brand Business" means the portion of the Business relating to the exclusively licensed distribution, promotion, marketing and sale of shelf-stable, ready to drink third party beverage brands listed on Section D of the Disclosure Schedule (and any other third party beverage brands as may be mutually agreed by the parties hereto) in the Territory by the Sellers under license by the applicable brand owner to the Sellers, including any assets and liabilities (including Retained Assets and Retained Liabilities) allocated to such portion of the Business consistent with the Agreed Financial Methodology.

"Other Third-Party Brand Purchase Price Component" means an amount equal to the portion of the Purchase Price as of the date hereof allocated to the Other Third-Party Brand Business, determined in accordance with the Agreed Financial Methodology.

"Partial Assignments and Releases" has the meaning set forth in Section 5.17.

"Permitted Liens" means the following Liens: (a) Liens for property Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings; (b) statutory Liens of landlords; (c) Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other Liens imposed by Law for amounts not yet due or that are being contested in good faith; (d) Liens incurred or deposits made in the ordinary course of business consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security; (e) Liens resulting

from any facts or circumstances relating to the Buyer or its Affiliates; (f) zoning, building, development and land use restrictions; (g) Liens described on Section 3.10(a) to the Disclosure Schedule as of the date hereof; (h) with respect to the Surveyed Properties, matters that would be shown by an accurate up-to-date survey as of the date hereof; and (i) any matters that would be shown by an accurate up-to-date survey and any other covenants, conditions, restrictions, rights of way, easements, licenses and other non-monetary Liens and irregularities in title to the extent that such additional matters described in this clause (i) do not materially interfere with the present use or occupancy of the Real Property or impose a material obligation on the lessee of the Real Property.

"Person" means any natural person, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization or other legal entity.

"Phase I Environmental Assessments" means the Phase I Environmental Assessments prepared by Antea for the purposes of the transactions contemplated by this Agreement pursuant to the proposal of Antea to the Sellers.

"Pre-Closing Material Contract" has the meaning set forth in Section 2.01(a)(v).

"Pre-Closing Products" means (a) any products included in the Transferred Assets and (b) any products at any time manufactured or sold by the Sellers in the conduct of the Business prior to the Closing.

"Preliminary Amounts Schedule" means the draft schedule of the Net Working Capital Amount, the Other Third-Party Brand Amount, the DP Amount, the Residual Transferred Assets Amount, the Other Assets and Liabilities Amount, the Retained Assets Amount and the Retained Liabilities Amount, which shall include the Closing Amounts Surplus, if any, and the Closing Amounts Deficit, if any.

"Purchase Price" has the meaning set forth in Section 2.04.

"Real Property" has the meaning set forth in Section 2.01(a)(i).

"Recognized Environmental Condition" or "REC" means (a) any condition identified as a recognized environmental condition, or any asbestos identified as friable or damaged and requiring abatement to comply with applicable legal requirements, in any Phase I Environmental Assessment (or any updates thereto made in accordance with Section 5.19(a)) or (b) any condition, discovered or identified in the course of performance of Environmental Activities hereunder in connection with any Phase I Environmental Assessment (or any updates thereto made in accordance with Section 5.19(a)), that falls within the definition of "recognized environmental condition" set forth in the American Society for Testing and Materials Standard E1527 05 as of the Closing Date for which investigation or remediation is required by applicable Environmental Law for the continued use of the real property for industrial or commercial purposes only.

"Release" means any releasing, disposing, discharging, injecting, spilling, leaking, pumping, dumping, emitting, escaping or emptying of Hazardous Substances into the soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air.

"Representative" of a Person means a director, manager, officer, employee, advisor, agent, stockholder, member, partner, consultant, accountant, investment banker or other representative of such Person.

"Residual Transferred Assets" means all Transferred Assets, except (a) the intangible rights included within the DP Brand Business and the intangible rights included within the Other Third-Party Brand Business, (b) the Transferred Assets included in the Net Working Capital and (c) the Transferred Assets included in the Other Assets and Liabilities.

"Residual Transferred Assets Amount" means an amount equal to the product of (a) the Net Book Value of all Residual Transferred Assets as of the Closing Date, determined in accordance with the Closing Financial Information and the Agreed Financial Methodology, multiplied by (b) the Volume Percentage.

"Residual Transferred Assets Purchase Price Component" means an amount equal to the portion of the Purchase Price as of the date hereof allocated to Residual Transferred Assets (other than the portion of the Residual Transferred Assets allocable to the DP Brand Business and the Other Third-Party Brand Business), determined in accordance with the Agreed Financial Methodology.

"Retained Assets" means, collectively, (a) the assets included within the Net Working Capital that are designated on Section B-2 of the Disclosure Schedule as not being included within the Transferred Assets and (b) the assets included within the Other Assets and Liabilities that are designated on Section C of the Disclosure Schedule as not being included within the Transferred Assets.

"Retained Assets Amount" means an amount equal to the Net Book Value of the Retained Assets on the Closing Date, determined in accordance with the Closing Financial Information and the Agreed Financial Methodology.

"Retained Liabilities" means, collectively, (a) the liabilities included within the Net Working Capital that are designated on Section B-2 of the Disclosure Schedule as not being included within the Assumed Liabilities and (b) the liabilities included within the Other Assets and Liabilities that are designated on Section C of the Disclosure Schedule as not being included within the Assumed Liabilities.

"Retained Liabilities Amount" means an amount equal to the Net Book Value of the Retained Liabilities on the Closing Date, determined in accordance with the Closing Financial Information and the Agreed Financial Methodology.

"Seller" or "Sellers" has the meaning set forth in the preamble to this Agreement.

"Shared Contract" means any contract or agreement that relates to both the Business and the businesses retained by the Sellers and/or their Affiliates, provided in no event shall a national or worldwide contract (for example, global commodities procurement agreements) of the Sellers or their Affiliates be deemed to be a "Shared Contract". For the avoidance of doubt, all Shared Contracts are expressly excluded from the respective definitions of, and should not be considered, "Material Contracts" or "Specified Non-Transferring Contracts".

"Six-Month Treasury Rate" means the rate set forth for the Closing Date (determined on the first Business Day after the Closing Date) at http://www.federalreserve.gov/releases/h15/update/ in the row titled "Treasury constant maturities, Nominal, 6-months".

"Specified Non-Transferring Contracts" means (a) the license or distribution agreements currently in effect between CCR and the parties listed on Section 7.01(c) of the Disclosure Schedule and (b) those other agreements expressly identified in Section 3.12(a)(xvii) of the Disclosure Schedule or Section 3.12(a)(xviii) of the Disclosure Schedule as "Specified Non-Transferring Contracts".

"Subject Equipment" has the meaning set forth in Section 2.01(a)(iii).

"Subject Equipment Threshold" has the meaning set forth in Section 2.10(b).

"Subsidiary" of any Person means any corporation, general or limited partnership, joint venture, limited liability company, limited liability partnership or other Person that is a legal entity, trust or estate of which (or in which) (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors (or a majority of another body performing similar functions) of such corporation or other Person (irrespective of whether at the time capital stock of any other class or classes of such corporation or other Person shall or might have voting power upon the occurrence of any contingency), (b) more than fifty percent (50%) of the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) more than fifty percent (50%) of the beneficial interest in such trust or estate, is at the time of determination directly or indirectly owned or Controlled by such Person.

"Substitute Subject Equipment" means any cold drink and vending equipment included in the Subject Equipment at the Closing (other than the Key Subject Equipment) that (a) the Buyer or the Sellers are able, in the ordinary course of business, to locate prior to delivery of the Missing Equipment Notice, (b) has an Agreed Replacement Value (which, for Subject Equipment that the Sellers do not possess the records to determine the Agreed Replacement Value, shall be calculated consistent with "Remaining Value" as set forth in Section E of the Disclosure Schedule) comparable to, is in the same equipment category as, and has a Weighted Average Value identical to, the Key Subject Equipment that the Buyer has failed to locate or the existence of which the Buyer has failed to determine during the six (6) months following the delivery by the Sellers to the Buyer of the Closing Key Subject Equipment Schedule, (c) (i) the Sellers have assigned a Net Book Value greater than $20 as of the Closing Date or (ii) for Subject Equipment that the Sellers do not possess the records to determine the actual Net Book Value, would have a deemed Net Book Value greater than $20 (calculated by dividing (A) the "Average Cost" of the category of equipment set forth in Section E of the Disclosure Schedule into which the applicable item of equipment falls by (B) the "UEL" (or "Useful Estimated Life") of such equipment set forth in Section E of the Disclosure Schedule, and multiplying that number by the difference of (x) the Useful Estimated Life of such equipment minus (y) the difference of

(i) the year in which the Closing occurs, minus (ii) the year in which such equipment was manufactured (such difference described in subclause (y) being referred to herein as the "Equipment Age"); if the Equipment Age of such item of equipment exceeds its "Useful Estimated Life", its Net Book Value will be deemed to be zero), (d) has neither been serviced within the twenty-four (24) months prior to the Closing Date nor produced revenue within the twelve (12) months prior to the Closing Date, and (e) is in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted.

"Supplier" means each of the twenty (20) largest suppliers to the Business as measured by the dollar amount of purchases made by the Sellers and their Affiliates solely in connection with the Business during the twelve (12) month period ended on the date hereof.

"Survey" means either a new survey obtained by the Buyer with respect to any of the Real Property or any update of an Existing Survey obtained by the Buyer.

"Surveyed Properties" means the Real Property identified on Section F of the Disclosure Schedule for which as of the date hereof Surveys exist.

"Tangible Personal Property" has the meaning set forth in Section 2.01(a)(iv).

"Target Net Working Capital Amount" means an amount equal to the four (4) quarter average "NWC" (as defined in this paragraph) for 2016 in the Territory. As used herein, "NWC" means (a) the Net Book Value of the current assets of the Business listed on Section B-2 of the Disclosure Schedule, including all cash located in the Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the Business listed on Section B-2 of the Disclosure Schedule, in each case, as of the Sellers' last accounting day of each fiscal quarter in 2016 and determined in accordance with the guidelines set forth on Section B-1 of the Disclosure Schedule and in accordance with the Agreed Financial Methodology and the Closing Financial Information.

"Tax" or "Taxes" means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, intangibles or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

"Tax Assets" means all Tax refunds, credits, losses or rebates attributable to a taxable period (or portion thereof) beginning prior to the Closing Date and prepayments of Taxes made prior to the Closing Date.

"Tax Returns" means all returns and reports (including elections, declarations, disclosures, schedules, claims for refunds, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

"TCCC" means The Coca-Cola Company, a Delaware corporation.

"TCCC Indemnified Parties" has the meaning set forth in Section 9.03.

"TCCC Names" has the meaning set forth in Section 5.12.

"Terminating Buyer Breach" has the meaning set forth in Section 8.01(c).

"Terminating Seller Breach" has the meaning set forth in Section 8.01(d).

"Territory" means the geographic area described in Exhibit E attached to this Agreement, subject to any changes that may be reflected in the CBA Amendment as of the Closing.

"Third Party Claim" has the meaning set forth in Section 9.04(a).

"Third Party Claim Response Period" has the meaning set forth in Section 9.04(a).

"Third Party Intellectual Property" means any Intellectual Property owned by a third party that is incorporated into or otherwise used in the Transferred Assets, other than the Transferred Licensed Intellectual Property.

"Threshold Calculation" has the meaning set forth in Section 2.10(b).

"Title Commitment" has the meaning set forth in Section 5.15(a).

"Title Defects" has the meaning set forth in Section 5.15(b).

"Titled Vehicles" has the meaning set forth in Section 5.20.

"Transaction Taxes" has the meaning set forth in Section 6.01.

"Transferred Assets" has the meaning set forth in Section 2.01(a).

"Transferred Fountain Equipment" means all fountain equipment owned by CCR (including, for example, fountain equipment owned by CCR situated on the property of local fountain customers) that (a) is primarily related to, or primarily used or primarily held for use in connection with, the Business and (b) primarily supports the sale of post-mix products to LMP customers in the Territory.

"Transferred Licensed Intellectual Property" has the meaning set forth in Section 2.01(a)(ix).

"Transition Services Agreement" means the Transition Services Agreement(s) among the Sellers (or their Affiliates) and the Buyer in a form to be mutually agreed among the Sellers and the Buyer.

"Union" has the meaning set forth in Section 3.13(b).

"US FDA" has the meaning set forth in Section 3.16(a).

"Volume Percentage" means an amount, expressed as a percentage, equal to the percentage of the standard physical bottle, can and pre-mix case volume sold by the Business in the Territory during the most recent four (4) fiscal quarters completed on or prior to the Closing that is not allocable to the DP Brand Business or the Other Third-Party Brand Business, as reflected by the information contained in the Closing Financial Information.

"Weighted Average Value" has the meaning set forth in Section 2.10(a).

EXHIBIT B

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale, Assignment and Assumption") is made and entered into as of October 2, 2017, by and between COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("CCR"), and COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation (the "Buyer").

WHEREAS, CCR and the Buyer are parties to that certain Asset Purchase Agreement, dated as of September 29, 2017 (the "Purchase Agreement"), pursuant to which, among other things, CCR has agreed to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer has agreed to purchase, acquire and accept from CCR, certain assets of CCR and, in connection therewith, the Buyer has agreed to assume certain liabilities and obligations of CCR related thereto; and

WHEREAS, this Bill of Sale, Assignment and Assumption is contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. *Capitalized Terms*. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

2. *Assignment and Assumption*. Effective as of the Closing, CCR hereby (a) sells, conveys, assigns, transfers and delivers (collectively, the "Assignment") to the Buyer, free and clear of all Liens other than Permitted Liens, all right, title and interest in, to and under the assets set forth on Exhibit A attached hereto (the "CCBCC Transferred Assets"), and (b) assigns, transfers and delivers to the Buyer (i) the Assumed Liabilities related to the CCBCC Transferred Assets and (ii) the Assumed Liabilities described in Section 2.01(c)(iii) of the Purchase Agreement (collectively, the "CCBCC Assumed Liabilities"). The Buyer hereby accepts the Assignment and assumes and agrees to observe and perform the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, the CCBCC Assumed Liabilities, subject, in all cases, to the terms and conditions set forth in the Purchase Agreement.

3. *Excluded Liabilities*. The Buyer does not, and will not by the assumption of the CCBCC Assumed Liabilities or the acceptance of this Bill of Sale, Assignment and Assumption, assume any Excluded Assets or Excluded Liabilities, and the parties hereto agree that all such Excluded Assets and Excluded Liabilities will remain the sole responsibility of CCR or its Affiliates, as applicable, as set forth in the Purchase Agreement.

4. *Terms of the Purchase Agreement*. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

5. *Further Actions*. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Bill of Sale, Assignment and Assumption.

6. *Binding Effect*. This Bill of Sale, Assignment and Assumption and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. *Controlling Law*. This Bill of Sale, Assignment and Assumption will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. *Counterparts*. This Bill of Sale, Assignment and Assumption may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale, Assignment and Assumption by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Bill of Sale, Assignment and Assumption.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption as of the date first above written.

CCR:

COCA-COLA REFRESHMENTS USA, INC.

By: _____
Name:
Title:

BUYER:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

EXHIBIT A

CCBCC TRANSFERRED ASSETS

The rights of the Sellers to market, promote, distribute, and sell any beverage brands in the Territory pursuant to the Specified Non-Transferring Contracts, including, without limitation, beverage brands owned or licensed by Dr. Pepper Snapple Group, Inc., other than any such rights relating to the Tum-E Yummies™ and MEC beverage brands.

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into effective as of , 2017 (the "Effective Date"), by and between COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("Assignor"), and COCA-COLA BOTTLING CO. CONSOLIDATED,[1] a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the tenant under that certain **[DESCRIBE LEASE]** (the "Lease"), for the demised premises described therein as set forth on Exhibit A attached hereto (the "Premises"); and

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of September 29, 2017 (the "Purchase Agreement"), by and among Assignor and Assignee, Assignor has agreed to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee has agreed to accept such assignment and assume and perform Assignor's liabilities and obligations arising under the Lease from and after the Closing, all in accordance with this Assignment and the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor's right, title and interest as lessee or tenant in and to the Lease and all of the rights, benefits and privileges of the lessee or tenant thereunder, together with all security and other deposits and advance rent, if any, paid by Assignor under the Lease, to the extent provided under the Purchase Agreement.

2. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease (arising on and after the Closing) and agrees to perform all obligations of Assignor under the Lease, to the extent provided under the Purchase Agreement.

3. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

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1 NTD: Prior to Closing, CCBCC may assign its rights to acquire the real estate leases to one of its wholly owned subsidiaries as contemplated by Section 10.06 of the Purchase Agreement.

5. Counterparts. This Assignment may be executed by the parties in counterparts (including by means of facsimile or PDF signature pages delivered electronically), in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

7. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

COCA-COLA REFRESHMENTS USA, INC.

By: _____
Name:
Title:

ASSIGNEE:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

EXHIBIT A

Description of Premises

[INCLUDE LEGAL DESCRIPTION FROM LEASE]

EMPLOYEE MATTERS AGREEMENT

This Employee Matters Agreement, dated as of [ ], 2017 (the "Closing Date"), is made by and between COCA-COLA REFRESHMENTS USA, INC., a Delaware corporation ("Seller"), and COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("Buyer").

WHEREAS, the above-named parties have previously entered into an Asset Purchase Agreement, as defined below;

WHEREAS, such parties agreed to enter into and execute this Employee Matters Agreement as a condition to the Closing; and

WHEREAS, this Employee Matters Agreement sets forth the terms and conditions for the employment of, and the provision of employment benefits to, the Business Employees, as defined below.

NOW, THEREFORE, the parties to this Employee Matters Agreement agree as follows:

ARTICLE I – DEFINITIONS

Capitalized terms used in this Employee Matters Agreement that are not defined below or elsewhere in this Employee Matters Agreement shall have the meaning set forth in the Asset Purchase Agreement.

(a) "Accrued Amounts" shall have the meaning set forth in Section 3.8(a) hereof.

(b) "Active Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) actively performs work on behalf of Seller or (ii) is not actively performing work on behalf of Seller due to vacation, holiday, illness or injury (other than an employee receiving workers' compensation benefits or on an approved leave of absence, including FMLA or military leave), jury duty, or bereavement leave in accordance with applicable policies of Seller. For the avoidance of doubt, any Business Employee who is a part-time employee will be considered an "Active Business Employee" and any Business Employee who was working under Seller's Modified Duty Program and has returned to regular duty as of the date immediately prior to the Closing Date will be considered an "Active Business Employee".

(c) "Anniversary Date" means the one-year anniversary of the Closing Date.

(d) "Asset Purchase Agreement" means the Asset Purchase Agreement, dated September 29, 2017, by and between Seller and Buyer, including the schedules, appendices, exhibits, amendments, and ancillary agreements attached thereto and made a part thereof.

(e) "Business Employees" means all of the individuals identified on Exhibit A attached hereto. Each Business Employee will be either an "Active Business Employee" or an "Inactive Business Employee" as those terms are defined in this Employee Matters Agreement.

(f) "Buyer" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(g) "Buyer Savings Plan" shall have the meaning set forth in Section 3.4 hereof.

(h) "Buyer's Auto-Allowance Policy" shall have the meaning set forth in Section 3.6 hereof.

(i) "Cause" shall have the meaning set forth in Section 3.1 hereof.

(j) "CCR Exempt Employee Severance Plan" shall have the meaning set forth in Section 2.2 hereof.

(k) "Closing Date" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(l) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

(m) "Deferred Hire Date" shall have the meaning set forth in Section 2.3 hereof.

(n) "Delaware Courts" shall have the meaning set forth in Section 5.4(b) hereof.

(o) "Employee Matters Agreement" means this Employee Matters Agreement by and between Seller and Buyer, including the appendices and amendments attached hereto and made a part hereof.

(p) "Employment-Related Obligations" shall have the meaning set forth in Section 4.3(a) hereof.

(q) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(r) "FMLA" means the Family Medical Leave Act of 1993, as amended.

(s) "Inactive Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) is not actively performing work on behalf of Seller and (ii) is on an approved leave of absence, including FMLA or military leave, or is receiving workers' compensation benefits. For the avoidance of doubt, any Business Employee who was performing work pursuant to Seller's Modified Duty Program immediately before the Closing and has not returned to regular duty will be placed on leave by Seller before the Closing Date and will be considered an "Inactive Business Employee".

(t) "Selected Employees" means a group, mutually agreed upon by Seller and Buyer, of less than five percent (5%) of the aggregate number of Active Business Employees who are not concentrated in any one geographic market or business function.

(u) "Seller" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(v) "Seller Employee Plans" means any health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by Seller or its Affiliates for the Business Employees, other than the plans established pursuant to statute.

(w) "Transferred Employee" shall have the meaning set forth in Section 2.3 hereof.

(x) "WARN" shall have the meaning set forth in Section 2.5 hereof.

ARTICLE II – EMPLOYMENT

2.1 Offer of Employment.

(a) Prior to the Closing Date, except as otherwise provided in this Section 2.1, Buyer shall have made offers of employment applicable to each Business Employee, provided that Buyer shall not be required to make an offer of employment to the Selected Employees. Prior to the Closing Date, Seller shall provide Buyer with a list of the Business Employees to whom such offers of employment shall be made, which list may be subject to modification but shall be final as of the date immediately prior to the Closing Date and is attached hereto as Exhibit A.

(b) With respect to each Inactive Business Employee, Buyer and Seller agree as follows:

If such Inactive Business Employee returns to work during the period during which such Inactive Business Employee's employment is protected under the FMLA, then Buyer agrees to hire such Inactive Business Employee, effective upon his or her return to work and upon such terms and conditions as set forth in the FMLA.

If such Inactive Business Employee returns to work within twelve (12) months after the Closing but after the period during which such Inactive Business Employee's employment is protected under the FMLA, Buyer will hire such Inactive Business Employee if any comparable position with Buyer is available for which such Inactive Business Employee is qualified. If no such comparable position with Buyer is available at such time, such Inactive Business Employee will not become a Transferred Employee and Buyer shall have no further obligation with respect to such Inactive Business Employee. Such Inactive Business Employee may apply for vacant positions with Buyer.

2.2 Terms of Offer. Each offer of employment made to a Business Employee pursuant to Section 2.1 hereof shall provide for: (a) employment with Buyer or a Buyer Subsidiary, (b) until at least the Anniversary Date, a total compensation amount (comprised of base salary or hourly wage, plus potential short-term incentive compensation target (annual, local and sales), if any) that is comparable in the aggregate to such Business Employee's total

compensation amount in effect as of immediately prior to the Closing Date, except for (i) performance-based adjustments to short-term incentives and (ii) overtime, and (c) if the Business Employee is a salaried employee whose work location prior to the Closing Date is more than fifty (50) miles from the required work location for Buyer, a requirement that the employee agree to relocate to Buyer's required work location in accordance with Buyer's policies. Buyer shall have no obligation to hire a Business Employee who receives a contingent offer pursuant to subclause (c) who does not agree to relocate to Buyer's required work location; however, Buyer agrees to pay one hundred percent (100%) of the cost of severance benefits pursuant to Seller's Severance Pay Plan for Exempt Employees effective January 1, 2012 (the "CCR Exempt Employee Severance Plan"), if Seller is unsuccessful in identifying an alternate position for the employee within Seller's organization within a reasonable time after the Closing Date. The parties hereto understand and agree that Buyer will bear one hundred percent (100%) of the expense associated with maintaining such total compensation amount referred to in subclause (b) above with respect to each Business Employee who becomes a Transferred Employee (as defined below). The parties hereto also understand and agree that, except as expressly set forth in this Employee Matters Agreement, Buyer will have sole discretion and sole responsibility regarding the Transferred Employees' salaries, hourly wages and short-term incentive compensation.

2.3 Transferred Employees. Buyer shall give each Business Employee until the close of business on the date immediately prior to the Closing Date to accept an offer of employment made pursuant to this Article II, except as otherwise provided in Section 2.1(b) hereof. A Business Employee who accepts employment with Buyer and commences working for Buyer shall become a "Transferred Employee". Each Active Business Employee who accepts employment with Buyer shall become a Transferred Employee effective on the Closing Date and shall terminate his or her employment with Seller as of the day immediately prior to the Closing Date. Each Inactive Business Employee who accepts employment with Buyer shall become a Transferred Employee on the date he or she returns to work ("Deferred Hire Date"), provided such date is on or before the Anniversary Date, and shall terminate his or her employment with Seller as of the date immediately prior to the Deferred Hire Date. If an Inactive Business Employee does not return to work on or before the Anniversary Date, Buyer shall have no obligation under this Employee Matters Agreement to hire such employee, and such employee shall not become a Transferred Employee. Buyer agrees that it will not institute a reduction in force or otherwise terminate any Transferred Employees, other than for Cause, for a period of thirty (30) days after the Closing.

2.4 Rejected Offers. Except as provided in Section 2.2 hereof, Buyer shall have no obligation with respect to any Business Employee who rejects Buyer's offer of employment made pursuant to Section 2.1 hereof. Except as referred to in Section 2.2 hereof, it is the intent of the parties that such employee shall not be entitled to any termination or severance benefits as a result of the closing of the transactions contemplated by the Asset Purchase Agreement, and each of the parties shall cause their respective severance plans, policies, programs or arrangement to be interpreted and administered consistent with such intent.

2.5 WARN. The parties acknowledge their mutual understanding and intent that because of Buyer's obligation to offer employment to each Business Employee pursuant to Section 2.1 hereof, the termination of such Business Employees upon the closing of the transactions contemplated by the Asset Purchase Agreement shall not constitute a "plant closing" or "mass layoff" within the meaning of the Worker Adjustment and Retraining Notification Act ("WARN") or any similar state or local law. Accordingly, Buyer shall be solely responsible and agrees to indemnify and hold Seller harmless for any Losses under WARN or any similar state or local law arising out of Buyer's failure to offer employment to all of the Business Employees pursuant to Section 2.1 hereof. Buyer further agrees that it shall be solely responsible for any liability under WARN or any similar state or local law for any terminations of Transferred Employees occurring on or after the Closing Date.

ARTICLE III – EMPLOYEE BENEFITS

3.1 Severance. Each Transferred Employee will be eligible to participate in Buyer's severance plans (if any) under the same terms and conditions as other similarly-situated employees of Buyer. Until the Anniversary Date, Buyer agrees to provide to any Transferred Employee who is involuntarily terminated by Buyer for any reason, other than for Cause (as defined herein), severance benefits that are no less favorable than the severance benefits such employee would have received under the CCR Exempt Employee Severance Plan or the Coca-Cola Refreshments Severance Pay Plan for Nonexempt Employees, as in effect and applicable to such employee immediately prior to the Closing Date, it being understood that Buyer will bear one hundred percent (100%) of the cost of any severance benefits so paid pursuant to this Section 3.1. For purposes of this Section 3.1, "Cause" means a reason for termination based on an employee's inappropriate behavior or conduct in violation of Buyer's rules, policies, or directives and/or in violation of law, specifically excluding, however, an employee's inability to meet performance goals or criteria. Buyer further agrees that any such severance benefits paid in accordance with this Section shall be conditioned upon the Transferred Employee executing and timely returning a release of claims agreement, the form of which, in the case of severance paid pursuant to the second sentence of this Section 3.1, shall be mutually acceptable to Buyer and Seller and shall include, without limitation, a release of any and all claims such employee may have arising out or relating to such employee's employment with Seller and Buyer or the termination thereof.

3.2 Service Credit. Buyer shall take all actions necessary such that Transferred Employees shall be credited for their actual and credited service with Seller and each of its Affiliates, for purposes of participation, eligibility and vesting in Buyer's "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA), the Buyer Savings Plan, and Buyer's vacation, service awards, and any other plans, policies or practices in which Transferred Employees may commence participation after the Closing; provided, however, that such crediting of service shall not operate to duplicate any benefit to any such Transferred Employee.

3.3 Health and Welfare Benefits.

(a) Buyer shall take all action necessary to ensure that the Transferred Employees will be eligible to participate in Buyer's "employee welfare benefit plan" to the same extent as Buyer's other employees. Buyer shall take all action necessary to ensure that, to the extent permitted under Buyer's "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA) covering Transferred Employees after the Closing, such plans shall (i) waive any pre-existing condition exclusions, (ii) waive any proof of insurability, and (iii) recognize, for purposes of satisfying any deductibles and out-of-pocket amounts maximums during the plan

year in which the Closing Date occurs, any payments made by any Transferred Employee toward deductibles and out-of-pocket maximums in any health or other insurance plan of Seller or an Affiliate of Seller. Within thirty (30) days after the Closing Date, Seller will make available to Transferred Employees a one-time cash payment to offset higher costs for employees in Buyer's "employee welfare benefit plans" (if applicable), calculated for a period of two (2) years. Buyer and Seller will share the cost and expense of providing such payment as mutually agreed by the parties.

(b) Business Employees who meet the eligibility requirements under Seller's retiree medical plan prior to the Closing Date may elect retiree medical benefits under such plan, and be eligible for hire by Buyer. Buyer will not offer retiree medical benefits to Transferred Employees. Seller will make available a one-time reimbursement payment to Transferred Employees who are adversely affected by the loss of retiree medical benefits as a result of the Closing and will bear one hundred percent (100%) of the cost of this payment (if applicable).

3.4 401(k) Benefits. Seller shall cause The Coca-Cola Company 401(k) Plan to fully vest the Transferred Employees in their accounts immediately prior to his or her termination of employment with Seller. Buyer and Seller will share the cost and expense of providing such full vesting as mutually agreed by the parties. Transferred Employees will be eligible to participate in one or more defined contribution savings plans intended to qualify under Section 401(a) and 401(k) of the Code ("Buyer Savings Plan") and, effective as of the Closing Date, Buyer shall cause the Buyer Savings Plan to provide for receipt of Transferred Employees' distribution of their account balances, including any outstanding loans and shares of The Coca-Cola Company common stock, in the form of an eligible rollover distribution from The Coca-Cola Company 401(k) Plan, provided such rollovers are made at the election of the Transferred Employees.

3.5 Pension Benefits. Seller shall cause The Coca-Cola Company Pension Plan to fully vest the Transferred Employees in their accrued benefit effective immediately prior to his or her termination of employment with Seller. In addition, Seller shall cause The Coca-Cola Company Pension Plan to provide an additional benefit accrual to each Transferred Employee, as of the date immediately before such employee's termination of employment with Seller, an amount equal to the difference between (i) the benefit accrual such employee would have received under The Coca-Cola Company Pension Plan if he or she had remained employed by Seller or its Affiliates from the date of his or her termination of employment with Seller until the second anniversary of the Closing Date, *minus* (ii) the excess (if any) between Buyer's 401(k) matching formula and Seller's 401(k) matching formula. Buyer and Seller will share the cost and expense of such full vesting and additional pension amount as mutually agreed by the parties. Notwithstanding the foregoing or any provision herein to the contrary, if Seller determines in good faith, that such additional benefit accrual under The Coca-Cola Company Pension Plan may cause the plan to violate Section 401(a) of the Code or is otherwise impermissible or inadvisable for any reason, Seller may, in its sole discretion, provide the amount set forth herein to the Transferred Employees in a lump-sum cash payment, subject to applicable tax withholding.

3.6 Automobile Allowance. Buyer agrees to adopt or maintain an automobile allowance policy ("Buyer's Auto-Allowance Policy") that is comparable, in the aggregate, to Seller's automobile allowance policy in effect immediately prior to the Closing Date. Transferred Employees who participated in Seller's automobile allowance policy immediately prior to Closing will be eligible to participate in Buyer's Auto-Allowance Policy effective as of the Closing Date and until at least the Anniversary Date.

3.7 COBRA Coverage. Seller shall be solely responsible for offering and providing any COBRA coverage with respect to any of the Business Employees who is a "qualified beneficiary," who is covered by a Seller Employee Plan that is a "group health plan" and who experiences a "qualifying event" on or prior to the date the employee becomes a Transferred Employee. Buyer shall be solely responsible for offering and providing any COBRA coverage required with respect to any Transferred Employee (or other qualified beneficiary), who becomes covered by a group health plan sponsored or contributed to by Buyer and who experiences a qualifying event subsequent to the date the employee becomes a Transferred Employee. For purposes hereof, each of "qualified beneficiary", "group health plan" and "qualifying event" shall have the meaning ascribed thereto in Section 4980B of the Code.

3.8 Vacation Pay, Holidays and Sick Pay.

(a) Buyer shall not assume or otherwise become liable for, and Seller shall not transfer to Buyer, any liabilities of Seller with respect to accrued but unused vacation or paid time off (excluding sick pay) (collectively, the "Accrued Amounts"). Seller shall pay to each Transferred Employee the Accrued Amount with respect to such employee in accordance with Seller's regular payroll practices and procedures for the payment of wages to terminating employees. Seller will communicate the timing and amount of the payouts of the Accrued Amounts to Buyer. Up to and including the Anniversary Date, Buyer will honor Seller's vacation and holiday policies as to the number of days available as in effect on the date immediately prior to the Closing for the benefit of the Transferred Employees; provided, that Buyer may, at its option, elect to provide the Transferred Employees with cash compensation in lieu of any such additional vacation or holidays that would be required under Seller's vacation, paid time off, and holiday policies. Except as provided in this Section 3.8(a), Transferred Employees' entitlement to vacation, paid time off or holidays will be accrued or available and used only in accordance with Buyer's own vacation, paid time off and holiday policies.

(b) Buyer will offer a sick pay transition benefit to Transferred Employees, which will include the creation of a temporary "bank" and credit such bank for each Transferred Employee with the lesser of ten (10) sick pay days or the number of the Transferred Employee's unused sick pay days as of the Closing Date as set forth in Seller's payroll records that will be made available for use by the Transferred Employees until the Anniversary Date, and which will be in addition to, and not in lieu of, any sick pay days to which the Transferred Employees may be entitled under the Buyer's existing sick pay policy. Unused days from this temporary "bank" will not be paid out to Transferred Employees after the Anniversary Date. The cost of providing this benefit will be shared between the parties, with Buyer bearing the cost of the additional sick days one (1) through five (5) and Seller bearing the cost of additional days six (6) through ten (10). After the Anniversary Date, the parties will review the implementation of the sick pay transition benefit and associated costs as compared to other programs implemented by expanding participating bottlers other than Buyer, and the parties may make such adjustments as are mutually agreed in order to ensure the continued effectiveness and consistency of similar programs that may be implemented in connection with future transactions, if any.

3.9 Plan Authority. No Seller Employee Plans or assets of any Seller Employee Plans shall be transferred to Buyer or any Affiliate of Buyer. Nothing contained herein, express or implied, constitutes an amendment or modification to Seller Employee Plans or Seller policies, programs or arrangements. Nothing contained herein, express or implied, shall prohibit the parties or their Affiliates, as applicable, from adding, deleting or changing provider of benefits, changing, increasing or decreasing co-payments, deductibles or other requirements for coverage or benefits (e.g., utilization review or pre-certification requirements), and/or making other changes in the administration of or in the design, coverage and benefits provided to such Transferred Employees. Without reducing the obligations set forth in this Article III, no provision in this Employee Matters Agreement shall be construed as a limitation on the right of the parties or their Affiliates, as applicable, to suspend, amend, modify or terminate any employee benefit plan. Further, no provision of this Employee Matters Agreement shall be construed as limiting the parties' or their Affiliates', as applicable, discretion and authority to interpret their respective employee benefit and compensation plans, agreements, arrangements, and programs in accordance with their terms and applicable law.

ARTICLE IV – OTHER EMPLOYEE MATTERS

4.1 Cooperation. Buyer and Seller shall provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Employee Matters Agreement; provided, that initially Seller shall only be required to provide records with respect to the following: initial employment dates, termination dates, reemployment dates, hours of service, current compensation, Transferred Employee FMLA usage in the twelve (12) months prior to Closing, year to date contributions to The Coca-Cola Company 401(k) Plan and Code Section 125 health and dependent flexible spending accounts and the timing and amount of the payouts of Accrued Amounts to each Transferred Employee pursuant to Section 3.8(a). Subject to applicable laws, in connection with the Closing, upon Buyer's request Seller will transfer to Buyer the personnel and employment records of the Transferred Employees (including, without limitation, Department of Transportation records and performance appraisals) to the extent that Buyer determines in its reasonable judgment that such records are necessary for the ongoing operation of the Business; provided, that in such case Seller will provide original records (including electronic records) to Buyer unless Buyer requests copies or only copies are in existence.

4.2 No Third-Party Beneficiaries. Nothing contained herein, express or implied, (a) is intended to confer or shall confer upon any employee, Business Employee or Transferred Employee any right to employment or continued employment for any period of time by reason of this Employee Matters Agreement, or any right to a particular term or condition of employment, (b) is intended to confer or shall confer upon any individual or any legal representative of any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees and including collective bargaining agents or representatives) any right as a third-party beneficiary of this Employee Matters Agreement or (c) shall be deemed to confer upon any such individual or legal representative any rights under or with respect to any plan, program or arrangement described in or contemplated by this Employee Matters Agreement, and each such individual or legal representative shall be entitled to look only to the express terms of any such plans, programs or arrangements for his or her rights thereunder.

4.3 Employment Liabilities.

(a) Seller shall indemnify, defend and hold harmless the Buyer Indemnified Parties against, and reimburse any Buyer Indemnified Party for, all Losses that such Buyer Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with (i) Employment-Related Obligations owed to any Business Employee (or their spouses or beneficiaries) to the extent arising prior to the Closing and (ii) any employees of Seller who are not hired by Buyer hereunder. Buyer shall indemnify, defend and hold harmless the TCCC Indemnified Parties against, and reimburse any TCCC Indemnified Party for, all Losses that such TCCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with Employment-Related Obligations owed to any Transferred Employee (or their spouses or beneficiaries) to the extent arising after the Closing. For purposes of this Employee Matters Agreement, "Employment-Related Obligations" means all Losses arising out of, related to, in respect of or in connection with employment relationships or alleged or potential employment relationships with the indemnifying party or their Affiliates relating to employees, leased employees, applicants and/or independent contractors or those individuals who are deemed to be employees of the indemnifying party or their Affiliates by contract or Law, including claims related to discrimination, torts, compensation for services (and related employment and withholding taxes), workers compensation or similar benefits and payments on account of occupational illnesses and injuries, employment contracts, invasion of privacy, infliction of emotional distress, defamation, slander, provision of leave under the FMLA or other similar Laws, car programs, relocation, expense-reporting, tax protection policies, claims arising out of WARN (except as otherwise set forth in Section 2.5) or employment, terms of employment, transfers, re-levels, demotions, failure to hire, failure to promote, compensation policies, practices and treatment, termination of employment, harassment, pay equity, employee benefits (including post-employment welfare and other benefits), employee treatment, employee suggestions or ideas, fiduciary performance, employment practices, the modification or termination of employee benefit plans, policies, programs, agreements and arrangement, and the like. Without limiting the generality of the foregoing, with respect to any employee, leased employees, and/or independent contractors or those individuals who are deemed to be employees, "Employment-Related Obligations" includes payroll and social security Taxes, contributions (whether voluntary or involuntary) to any retirement, health and welfare or similar plan or arrangement, notice, severance or similar payments required under Law and obligations under Law with respect to occupational injuries and illnesses.

(b) With respect to the parties' indemnity obligations set forth in this Section 4.3, (i) all Losses shall be net of any third-party insurance proceeds which have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification; (ii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach hereof) unless any such damages or items are awarded to a third party in a Third Party Claim, provided that this Section 4.3(b)(ii) shall not limit or restrict in any way the right or ability of an Indemnified Party to recover damages that are direct and reasonably foreseeable; and (iii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses constitute a payment obligation of the Indemnified Party under this Employee Matters Agreement.

(c) In addition to, and not in limitation of, the foregoing, the parties agree that Seller shall have no liability to indemnify any Buyer Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses are caused by or result from any action (i) that after the date of the Asset Purchase Agreement Buyer requested Seller to take or refrain from taking in writing pursuant to Section 5.01 of the Asset Purchase Agreement (other than actions Seller is already obligated to take or refrain from taking under this Employee Matters Agreement or the Asset Purchase Agreement), (ii) taken pursuant to a written consent from Buyer specifically authorizing such action, but only as long as Seller's request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of Seller hereunder or Sellers under the Asset Purchase Agreement, or (iii) that Seller or any of its Affiliates, having sought Buyer's consent pursuant to Section 5.01 of the Asset Purchase Agreement, did not take as a result of Buyer having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (i) and (ii), any such Losses constituting costs and expenses specifically and intentionally incurred by Seller to take any such action requested by Buyer and agreed to by Seller.

ARTICLE V – MISCELLANEOUS

5.1 Entire Agreement. This Employee Matters Agreement (including Exhibit A attached hereto), together with the Asset Purchase Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be modified only in writing duly executed by the parties hereto.

5.2 Waiver. Neither the failure of any party hereto to insist upon the performance of any term or condition of this Employee Matters Agreement or to exercise any right or privilege conferred by this Employee Matters Agreement nor the waiver by any party of any such term or condition shall be construed as thereafter waiving any such term, condition, right or privilege.

5.3 Assignment. This Employee Matters Agreement shall be binding on the respective parties, their successors, legal representatives and assigns, and no party hereto shall have the right to assign, sublet, transfer, encumber or convey this Employee Matters Agreement or any interest in it without the written consent of the other party. Notwithstanding the preceding sentence, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights and obligations under this Employee Matters Agreement to one (1) or more of its direct or indirect wholly-owned subsidiaries provided no such assignment shall relieve Buyer of any of its obligations hereunder.

5.4 Governing Law and Dispute Resolution.

(a) This Employee Matters Agreement (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that any claims, causes of action or disputes that may be based upon, arise out of or relate to this Employee Matters Agreement, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be resolved only in the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the District of Delaware and the appellate courts having jurisdiction of appeals from such courts (the "Delaware Courts"). In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Employee Matters Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts;

(ii) consents that any such Action may and shall be brought in the Delaware Courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in the Delaware Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02 of the Asset Purchase Agreement; and

(iv) agrees that nothing in this Employee Matters Agreement shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

(c) Should any party institute any action or proceeding in court to enforce any provision of this Employee Matters Agreement or for damages by reason of any alleged breach of any provision of this Employee Matters Agreement or for any other judicial remedy with respect to this Employee Matters Agreement, the prevailing party will be entitled to receive from the losing party all reasonable attorneys' fees of outside counsel and all reasonable out of pocket costs paid to third parties in connection with such proceeding. No attorneys' fees shall be awarded for the respective parties in-house counsel.

5.5 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS EMPLOYEE MATTERS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND

UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS EMPLOYEE MATTERS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS EMPLOYEE MATTERS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Severability. If any sentence, paragraph, clause, or portion of this Employee Matters Agreement is held to be in violation of any applicable law or public policy, such sentence, paragraph, clause or portion shall be of no effect, and the remainder of this Employee Matters Agreement shall be binding. In the event that any part of this Employee Matters Agreement is determined by a court of law to be unenforceable in any respect, Buyer and Seller jointly intend and hereby request that the court substitute a judicially enforceable provision in its place taking into consideration the intent of the parties.

5.7 Counterparts. This Employee Matters Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Employee Matters Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Employee Matters Agreement. This Employee Matters Agreement shall become effective and binding upon each proposed party hereto upon the execution and delivery of a counterpart hereof by such party.

5.8 Notice. Any notice required to be given by any party herein to the other shall be given in accordance with Section 10.02 of the Asset Purchase Agreement.

5.9 Rules of Construction. All references to the terms Article, Section, Exhibit and Schedule are references to the Articles, Sections, Exhibits and Schedules of or to this Employee Matters Agreement unless otherwise specified.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Seller and Buyer have caused this Employee Matters Agreement to be executed on the date first written above by their respective duly authorized officers.

COCA-COLA REFRESHMENTS USA, INC.

By _____
Name:
Title:

COCA-COLA BOTTLING CO. CONSOLIDATED

By _____
Name:
Title:

EXHIBIT A

BUSINESS EMPLOYEES

[To come.]

EXHIBIT E

Territory

State	County	Sales Center	Description
Arkansas	Crittenden	Memphis	All locations in Crittenden County
Arkansas	Cross	Memphis	All locations in Cross County
Arkansas	Lee	Memphis	All locations in Lee County
Arkansas	Phillips	Memphis	All locations in Phillips County
Arkansas	St. Francis	Memphis	All locations in St. Francis County, EXCLUDING those locations in the southwest corner that are west of Blossom Rd (Sfc 919) from the St. Francis – Lee County boundary to the St. Francis – Woodruff County boundary.
Mississippi	Benton	Memphis	All locations in Benton County that are west of a line that is five (5) miles east and south and parallel with the Mississippi Central Railroad (formerly the Illinois Central Railway).
Mississippi	Coahoma	Memphis	All locations in Coahoma County
Mississippi	DeSoto	Memphis	All locations in DeSoto County
Mississippi	Lafayette	Memphis	All locations in Lafayette County that are west of a line that is five (5) miles east of and parallel with the Mississippi Central Railroad (formerly the Illinois Central Railway).
Mississippi	Marshall	Memphis	All locations in Marshall County that are west of a line that is five (5) miles east of and parallel with the Mississippi Central Railroad (formerly the Illinois Central Railway).
Mississippi	Panola	Memphis	All locations in Panola County
Mississippi	Quitman	Memphis	All locations in Quitman County
Mississippi	Tate	Memphis	All locations in Tate County
Mississippi	Tunica	Memphis	All locations in Tunica County
Mississippi	Yalobusha	Memphis	All locations in Yalobusha County north of a one (1) mile buffer of running south of and parallel with State Highway 32, starting on the Yalobusha – Tallahatchie County boundary at a point (89°55’34.916“W 34°2’15.038“N) just south of the town of Oakland, Oakland included; thence eastwardly paralleling State Highway 32 to a point (89°38’55.209“W 34°7’3.874“N) where the buffer crosses State Highway 7 just north of Peeler Rd; thence continuing eastwardly and parallel to State Highway 32 to a point (89°30’27.766“W 34°3’8.869“N) on the Yalobusha – Calhoun County boundary.
Tennessee	Fayette	Memphis	All locations in Fayette County

State	County	Sales Center	Description
Tennessee	Hardeman	Memphis	All locations in Hardeman County north and west of a line that originates at the intersection (89°4’43.966“W 35°25’53.153“N) of the Hardeman – Haywood – Madison County boundaries; thence southwardly to the intersection (89°4’42.166“W 35°21’39.568“N) of Vildo Road and May Road; thence southwesterly to a point at the intersection (89°7’51.364“W 35°19’9.413“N) of US Highway 64 and State Highway 100; thence westwardly along US Highway 64 in a thousand (1000) foot buffer to a point (89°9’49.209“W 35°19’5.199“N) at the intersection of Main St and US Highway 64; thence southeastwardly to a point (89°9’47.731“W 35°18’23.386“N) on Whiteville-Newcastle Rd, thence south and west along Whiteville-Newcastle Rd to a point (89°10’29.268“W 35°17’17.592“N) at the intersection of Whiteville-Newcastle Rd & Morrison Rd; thence southwestwardly along Morrison Rd to a point (89°11’18.845“W 35°16’15.56“N) where Morrison Rd crosses the Hardeman – Fayette County boundary.
Tennessee	Haywood	Memphis	All locations in Haywood County south of the Hatchie River.
Tennessee	Shelby	Memphis	All locations in Shelby County
Tennessee	Tipton	Memphis	All locations in Tipton County south of a line starting at a point (89°28’19.555“W 35°28’30.908“N) on the Tipton – Haywood county boundary where McDonald Rd crosses the county line; thence westwardly, parallel to and 300 feet north of, McDonald Rd to a point (89°28’34.735“W 35°28’31.612“N) at the intersection of McDonald Rd and Bud Eubank Rd; thence westwardly in a straight line to a point (89°31’6.631“W 35°28’29.768“N) at the intersection of Salem Rd and Charleston – Mason Rd; thence west, parallel to and 300 feet north of, Salem Rd to a point (89°33’55.214“W 35°28’39.198“N) at the intersection of Salem Rd, Brammer Rd, and Pickens Rd; thence westwardly, parallel to and 300 feet north of, Pickens Rd to a point (89°35’5.282“W 35°28’41.135“N) at the intersection of Pickens Rd, TN-59 S, & Pickens Store Rd; thence west and south, parallel to and 300 feet west of, Pickens Store Rd to a point (89°36’20.61“W 35°26’39.099“N) at the intersection of Pickens Store Rd, Mason-Malone Rd, & Kelly Corner Rd; thence west and north, parallel to and 300 feet north of, Kelly Corner Rd to a point (89°39’11.399“W 35°26’51.831“N) at the intersection of Kelly Corner Rd and Mt Carmel Rd; thence northwest on the connector road across TN-14 to a point (89°39’13.569“W 35°26’53.663“N) at the intersection of Brighton Clopton Rd and Mt Carmel Rd; thence north, parallel to and 300 feet west of, Mt Carmel Rd to a point (89°38’56.558“W 35°30’13.037“N) at the intersection of Mt Carmel Rd and Morris Rd; thence west, parallel to and 300 feet north of, Morris Rd to a point (89°40’31.309“W 35°30’17.446“N) at the intersection of Morris Rd and Old Memphis Rd; thence a south approximately 40 feet along Old Memphis Rd to a point (89°40’31.582“W 35°30’17.171“N) at the intersection of Old Memphis Rd and Smith Grove Rd; thence southwestwardly to a point (89°43’19.778“W 35°29’48.668“N) at the intersection of US-51 N and the Indian Creek Canal; thence northwestwardly to a point (89°46’14.001“W

State	County	Sales Center	Description
			35°30’55.448“N) at the intersection of Holly Grove Rd and the Indian Creek Canal; thence southwestwardly to a point (89°48’28.109“W 35°30’44.889“N) at the intersection of Candy Lane and Boswell Rd; thence northwestwardly to a point (89°50’17.505“W 35°30’53.259“N) at the intersection of Munford Giltedge Rd and McClerkin Rd; thence west and north, parallel to and 300 feet north of, McClerkin Rd to a point (89°52’4.444“W 35°31’13.376“N) at the intersection of TN-59 W and McClerkin Rd; thence northwest to a point (89°54’34.019“W 35°32’17.293“N) at the intersection of Tipton, Lauderdale, and Mississippi counties.

Exhibit 2.3

EXECUTION VERSION

ASSET EXCHANGE AGREEMENT

dated as of September 29, 2017

by and among

COCA-COLA BOTTLING CO. CONSOLIDATED

(AND CERTAIN AFFILIATES)

and

COCA-COLA BOTTLING COMPANY UNITED, INC.

(AND CERTAIN AFFILIATES)

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EXHIBITS

ASSET EXCHANGE AGREEMENT

This ASSET EXCHANGE AGREEMENT, dated as of September 29, 2017, is made by and among COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), and certain subsidiaries of CCBCC identified on the signature pages hereto (each of CCBCC and each such subsidiary is referred to herein individually as a "CCBCC Party" and collectively as the "CCBCC Parties") and COCA-COLA BOTTLING COMPANY UNITED, INC., an Alabama corporation ("CCBU"), and certain subsidiaries of CCBU identified on the signature pages hereto (each of CCBU and each such subsidiary is referred to herein individually as a "CCBU Party" and collectively as the "CCBU Parties").

RECITALS

WHEREAS, the CCBU Parties are engaged in, among other things, the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCBU Territory;

WHEREAS, the CCBCC Parties are engaged in, among other things, the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCBCC Territory;

WHEREAS, the CCBU Parties and the CCBCC Parties wish to exchange, or cause to be exchanged, certain assets of the CCBU Parties relating to the CCBU Business and certain assets of the CCBCC Parties relating to the CCBCC Business, and in connection therewith the CCBU Parties are willing to assume certain liabilities and obligations of the CCBCC Parties relating to the CCBCC Business and the CCBCC Parties are willing to assume certain liabilities and obligations of the CCBU Parties relating to the CCBU Business, all upon the terms and subject to the conditions set forth in this Agreement and in accordance with the provisions of Section 1031 of the Code (as defined herein);

WHEREAS, in connection with the consummation of the transactions contemplated by this Agreement, CCBU, CCR and TCCC will enter into the CCBU CBA Amendment, which will govern (i) the grant by TCCC to CCBU of certain exclusive rights to market, promote, distribute and sell the Covered Beverages (as defined in the CCBU Comprehensive Beverage Agreement) and Related Products (as defined in the CCBU Comprehensive Beverage Agreement) under the Trademarks (as defined in the CCBU Comprehensive Beverage Agreement) in the CCBCC Territory and (ii) the surrender by CCBU of certain exclusive rights to market, promote, distribute and sell such Covered Beverages and Related Products under such Trademarks in the CCBU Territory; and

WHEREAS, in connection with the consummation of the transactions contemplated by this Agreement, CCBCC, CCR and TCCC will enter into the CCBCC CBA Amendment, which will govern (i) the grant by TCCC to CCBCC of certain exclusive rights to market, promote, distribute and sell the Covered Beverages (as defined in the CCBCC Comprehensive Beverage Agreement) and Related Products (as defined in the CCBCC Comprehensive Beverage Agreement) under the Trademarks (as defined in the CCBCC Comprehensive Beverage Agreement) in the CCBU Territory and (ii) the surrender by CCBCC of certain exclusive rights to market, promote, distribute and sell such Covered Beverages and Related Products under such Trademarks in the CCBCC Territory.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A to, or elsewhere in, this Agreement.

ARTICLE II

THE EXCHANGE TRANSACTION

Section 2.01 The Exchange. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the parties hereto will exchange (the "Exchange") the CCBU Transferred Assets (as defined below) owned by the CCBU Parties and the CCBCC Transferred Assets (as defined below) owned by the CCBCC Parties, respectively. It is the intent of the parties hereto that the Exchange will be accomplished in accordance with Section 1031 of the Code and the regulations promulgated thereunder, and that no party hereto will pay any other party hereto for any difference in the value between the CCBU Transferred Assets and the CCBCC Transferred Assets, except as provided in Section 2.06 and Section 2.09 or pursuant to Article IX. Notwithstanding anything to the contrary in this Agreement, CCBCC will have the right to direct the CCBU Parties to transfer and assign the CCBU Transferred Assets or any portion thereof to any Affiliate of CCBCC at the Closing, and CCBU will have the right to direct the CCBCC Parties to transfer and assign the CCBCC Transferred Assets or any portion thereof to any Affiliate of CCBU at the Closing. In connection with the Exchange, at the Closing, the CCBU Parties will assume the CCBCC Assumed Liabilities and the CCBCC Parties will assume the CCBU Assumed Liabilities.

Section 2.02 Transfer and Acquisition of CCBU Transferred Assets.

(a) CCBU Transferred Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the CCBU Parties shall convey, assign, transfer or deliver, or shall cause to be conveyed, assigned, transferred or delivered, to the CCBCC Parties, and the CCBCC Parties shall acquire and accept from the CCBU Parties, free and clear of all Liens except for Permitted Liens, all of the CCBU Parties' right, title and interest in, to and under the assets and properties of the CCBU Parties primarily related to, or primarily used or primarily held for use in connection with, the CCBU Business, including the following assets and properties as the same shall exist as of the Closing (all of such assets and properties being conveyed, assigned, transferred or delivered are referred to herein collectively as the "CCBU Transferred Assets"):

(i) the owned real property listed in Section 2.02(a)(i) of the CCBU Disclosure Schedule (the "CCBU Owned Real Property"), and, subject to Section 2.04(a), all rights and benefits of the CCBU Parties under the leases governing the leased real property listed in Section 2.02(a)(i) of the CCBU Disclosure Schedule (the "CCBU Leased Real Property"), together in each case with the CCBU Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located thereon, including those structures, facilities and improvements listed in Section 2.02(a)(i) of the CCBU Disclosure Schedule, and all easements, licenses, rights and appurtenances related to the foregoing;

(ii) all finished goods, packaging materials and products for repacking operations, supplies, and other inventories (including inventory located in vending equipment) primarily related to, or primarily used or primarily held for use in connection with, the CCBU Business, including those listed in Section 2.02(a)(ii) of the CCBU Disclosure Schedule;

(iii) all cold drink equipment and vending equipment primarily related to, or primarily used or primarily held for use in connection with, the CCBU Business, which equipment shall include all CCBU Transferred Fountain Equipment (collectively, the "CCBU Subject Equipment"), including the equipment described on Section 2.02(a)(iii) of the CCBU Disclosure Schedule;

(iv) all personal property owned by the CCBU Parties and their interests therein primarily related to, or primarily used or primarily held for use in connection with, the CCBU Business, including the machinery, equipment (other than the CCBU Subject Equipment), furniture, furnishings, office equipment, communications equipment, forklifts, motorized vehicles, warehousing vehicles, trailers, spare and replacement parts, fuel, pre-mix and post-mix equipment and coolers, special event trailers, tools, beverage display and end aisle racks and advertising signs (illuminated and nonilluminated), point of sale materials and other tangible personal property (the "CCBU Tangible Personal Property"), including (A) those motorized vehicles, trailers, forklifts and warehousing vehicles listed in Section 2.02(a)(iv)-1 of the CCBU Disclosure Schedule and (B) those other items of personal property listed in Section 2.02(a)(iv)-2 of the CCBU Disclosure Schedule;

(v) subject to Section 2.04(a) and other than any CCBU Excluded Contract, all rights under (A) the CCBU Material Contracts set forth on Section 3.12(a) of the CCBU Disclosure Schedule, (B) those contracts and agreements entered into by the CCBU Parties primarily in connection with the CCBU Business in the ordinary course of business that are not CCBU Material Contracts required to be disclosed on Section 3.12(a) of the CCBU Disclosure Schedule or that are entered into between the date hereof and the Closing Date in accordance with Section 5.01(a) that would not be required to be so disclosed on Section 3.12(a) of the CCBU Disclosure Schedule had such contracts or agreements been in existence as of the date hereof, (C) any contract or agreement

entered into between the date hereof and the Closing Date in accordance with Section 5.01(a) which, had such contract or agreement been entered into prior to the date hereof, would have been a CCBU Material Contract required to be set forth on Section 3.12(a) of the CCBU Disclosure Schedule (each, a "CCBU Pre-Closing Material Contract") and (D) any CCBU Shared Contract, to the extent assigned to the CCBCC Parties pursuant to a CCBU Partial Assignment and Release under Section 5.17(a) (collectively, the "CCBU Assumed Contracts");

(vi) subject to Section 2.04(a) and to the extent transferable, all CCBU Material Permits, Environmental Permits and all other licenses, permits and other governmental authorizations primarily related to, or primarily used or primarily held for use in connection with, the CCBU Business, including those listed in Section 2.02(a)(vi) of the CCBU Disclosure Schedule;

(vii) the original books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and data, sales and purchase data, quality control records and procedures, lists of customers and suppliers, customer records and, as and to the extent provided in the CCBU Employee Matters Agreement, personnel and employment records, in each case, related to, or primarily used or primarily held for use in connection with, the CCBU Business, provided that the CCBU Parties shall retain copies of each of the foregoing, and provided, further, that if the CCBU Parties are required by Law to retain the originals of such books, records, files and papers, they may do so and in such case they will provide the CCBCC Parties with copies thereof;

(viii) the deposits, advances, lease and rental expenses, pre-paid expenses, deferred charges, accrued rebates and credits and similar items set forth on the CCBU Final Amounts Schedule and which are not included in the CCBU Retained Assets;

(ix) the licensed Intellectual Property listed in Section 2.02(a)(ix) of the CCBU Disclosure Schedule (collectively, the "CCBU Transferred Licensed Intellectual Property"), which CCBU Transferred Licensed Intellectual Property, for purposes of clarity, shall not include any ownership or other proprietary interest in any Intellectual Property of the CCBU Parties or their Affiliates not specifically set forth on Section 2.02(a)(ix) of the CCBU Disclosure Schedule or any goodwill or other intangible rights or assets relating to or associated with the Intellectual Property of the CCBU Parties or their Affiliates;

(x) the exclusive right for the CCBCC Parties to hold themselves out as the transferees of the CCBU Business (subject to the limitations set forth in Section 5.12(a) and Section 10.03), provided that such rights shall not be deemed to include any Intellectual Property (other than the CCBU Transferred Licensed Intellectual Property) of the CCBU Parties or their Affiliates;

(xi) all casualty insurance benefits, if any, to the extent relating to events occurring with respect to the CCBU Transferred Assets prior to the Closing;

(xii) all of the CCBU Parties' rights under warranties, indemnities and all similar rights against third parties to the extent related to any CCBU Transferred Assets;

(xiii) subject to Section 2.02(b)(vi), all Tax Returns related solely to the CCBU Business or the CCBU Transferred Assets;

(xiv) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCBU Parties, whether arising by way of claim, counterclaim or otherwise, in each case primarily related to the CCBU Business, the CCBU Transferred Assets or the CCBU Assumed Liabilities;

(xv) all petty cash used in the CCBU Business, as identified on the relevant balance sheet;

(xvi) those assets of the CCBU Business included within the CCBU Net Working Capital which are reflected as assets on the CCBU Final Amounts Schedule and which are not CCBU Retained Assets, but only to the extent of the amounts so included, and the other assets of the CCBU Business designated on Section C of the CCBU Disclosure Schedule as included in the CCBU Transferred Assets; and

(xvii) the rights and other assets listed in Section 2.02(a)(xvii) of the CCBU Disclosure Schedule.

(b) CCBU Excluded Assets. Notwithstanding anything in Section 2.02(a) to the contrary, the CCBU Parties are not transferring, and the CCBCC Parties expressly understand and agree that the CCBCC Parties are not acquiring, any assets and properties of the CCBU Parties other than those specifically listed or described more generally in Section 2.02(a), and, without limiting the generality of the foregoing, the term "CCBU Transferred Assets" shall expressly exclude the following assets and properties of the CCBU Parties and their Affiliates, all of which shall be retained by the CCBU Parties and their Affiliates (the "CCBU Excluded Assets"):

(i) other than as described in Section 2.02(a)(xv) or Section 2.02(a)(xvi), all cash, cash equivalents or marketable securities of the CCBU Parties and their Affiliates on hand or held by any bank or other third Person and all rights to any bank accounts of the CCBU Parties and their Affiliates;

(ii) all raw materials, work in process and packaging materials (other than packaging materials and products used for repacking operations) of the CCBU Business;

(iii) all accounts receivable of the CCBU Parties and their Affiliates including all such accounts receivable earned or accrued as of 12:15 a.m. Eastern Time on the Closing Date, and any loans and advances by the CCBU Parties;

(iv) except for the rights of CCBU described in Section 2.02(a)(xvii) of the CCBU Disclosure Schedule, all franchise rights, if any, and, except for the CCBU Transferred Licensed Intellectual Property, all Intellectual Property owned by, licensed to or otherwise authorized for use by the CCBU Parties or any of their Affiliates;

(v) except as set forth in Section 2.02(a)(i) of the CCBU Disclosure Schedule, all of the CCBU Parties' right, title and interest in owned and leased real property and other interests in real property including all such right, title and interest under each real property lease pursuant to which any CCBU Party leases, subleases (as sub-landlord or sub-tenant) or otherwise occupies any such leased real property, together in each case with the CCBU Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located on any such real property and all easements, licenses, rights and appurtenances related to the foregoing;

(vi) all Tax Returns of the CCBU Parties and their Affiliates (other than Tax Returns related solely to the CCBU Business or the CCBU Transferred Assets, except that the CCBU Parties and their Affiliates will retain all federal and state income Tax Returns, regardless of whether such income Tax Returns are related to the CCBU Business) and Tax Assets of the CCBU Parties and their Affiliates;

(vii) any employee benefit plans, programs, arrangements and agreements (including any retirement benefit and post-retirement health benefit plans, programs, arrangements and agreements, but not including any such agreements which are CCBU Assumed Contracts) sponsored or maintained by the CCBU Parties or their respective Affiliates, and any trusts and other assets related thereto;

(viii) subject to Section 2.02(a)(xi), all policies of, or agreements for, insurance and interests in insurance pools and programs of the CCBU Parties;

(ix) all causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCBU Parties (including counterclaims) and defenses (A) against third parties relating primarily to any of the CCBU Excluded Assets or the CCBU Excluded Liabilities as well as any books, records and privileged information relating thereto or (B) relating to any period through the Closing to the extent that the assertion of such cause of action or defense is necessary or useful in defending any claim that is asserted against the CCBU Parties or for which indemnification is sought by the CCBCC Parties pursuant to Article IX;

(x) any interest of any CCBU Party under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xi) all personnel and employment records for employees and former employees of the CCBU Parties, including CCBU Business Employees, except as otherwise provided in the CCBU Employee Matters Agreement;

(xii) (A) all corporate minute books (and other similar corporate records) and stock records of the CCBU Parties; (B) any books and records relating primarily to the CCBU Excluded Assets; and (C) any books, records or other materials that the CCBU Parties (x) are required by Law to retain, (y) reasonably believe are necessary to enable the CCBU Parties to prepare and/or file Tax Returns (copies of which will be made available to the CCBCC Parties upon the CCBCC Parties' reasonable request) or (z) are prohibited by Law from delivering to the CCBCC Parties; provided that if the CCBU Parties are required by Law to retain the originals of any such records, they may do so and in such case they will provide the CCBCC Parties with copies thereof;

(xiii) all CCBU Excluded Fountain Equipment;

(xiv) any other assets, properties, rights, contracts and claims of the CCBU Parties or their Affiliates, wherever located, whether tangible or intangible, real, personal or mixed, in each case that are specifically listed in Section 2.02(b)(xiv) of the CCBU Disclosure Schedule;

(xv) any other assets, properties, rights, contracts and claims of the CCBU Parties or their Affiliates wherever located, whether tangible or intangible, real, personal or mixed, in each case that are not primarily related to or primarily used or primarily held for use in connection with the CCBU Business;

(xvi) any CCBU Shared Contract, to the extent not assigned to the CCBCC Parties pursuant to a CCBU Partial Assignment and Release under Section 5.17(a);

(xvii) any CCBU Excluded Contract;

(xviii) all CCBU Retained Assets; and

(xix) except for the rights of CCBU described in Section 2.02(a)(xvii) of the CCBU Disclosure Schedule, any rights granted to CCBU under the CCBU Comprehensive Beverage Agreement.

(c) CCBU Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, and subject to the exclusion of the CCBU Excluded Liabilities, the CCBCC Parties hereby agree, effective at the time of the Closing and from and after the Closing, to assume and agree to pay, discharge and perform in accordance with their terms, only the following liabilities, commitments and obligations of the CCBU Parties arising from or relating to the CCBU Transferred Assets or the CCBU Business, as the same shall exist as of the Closing (the "CCBU Assumed Liabilities"):

(i) all liabilities, commitments and obligations arising under any of the CCBU Assumed Contracts to the extent such liabilities, commitments and obligations are required to be performed on or after, or relate to any period beginning on or after, the Closing and to the extent that they do not relate to any failure to perform or other breach, default or violation by a CCBU Party under any such CCBU Assumed Contract prior to the Closing;

(ii) any liability or obligation with respect to Taxes imposed with respect to the CCBU Transferred Assets or the operation of the CCBU Business for any period beginning on or after the Closing Date (none of which, for the avoidance of doubt, shall include any Taxes arising from the CCBU Parties' operation of the CCBU Business prior to the Closing Date or the CCBU Parties' operation at any time of any business other than the CCBU Business), taking into account the allocation described in Section 2.10(a);

(iii) the obligations of the CCBCC Parties with respect to CCBU Business Employees arising under or otherwise set forth in the CCBU Employee Matters Agreement;

(iv) the obligation to pay, on a semi-annual basis, to the Coca-Cola North America division of TCCC, the amount of One Dollar and One Cent ($1.01) per standard physical case of Monster brand beverage products sold in the CCBU Territory following Closing and during the term of the CCBCC Parties' Monster distribution agreement with Monster Energy Company ("MEC"); and

(v) those liabilities of the CCBU Business included in CCBU Net Working Capital which are reflected as liabilities on the CCBU Final Amounts Schedule and which are not CCBU Retained Liabilities, but only to the extent of the amounts so included, and the other liabilities of the CCBU Business designated on Section C of the CCBU Disclosure Schedule as included in the CCBU Assumed Liabilities.

(d) CCBU Excluded Liabilities. Except as specifically set forth in Section 2.02(c), the CCBCC Parties are not assuming or agreeing to pay or discharge any of the liabilities, commitments or obligations of the CCBU Parties (or any of their Affiliates) of any kind whatsoever (all such liabilities, commitments and obligations not being assumed being herein referred to as the "CCBU Excluded Liabilities"). Without limiting the generality of the foregoing, the CCBU Excluded Liabilities shall include the following:

(i) any Debt of any CCBU Party or any of its Affiliates;

(ii) any liability, commitment or obligation relating to or arising under any CCBU Excluded Asset;

(iii) any liability, commitment or obligation with respect to Taxes of the CCBU Parties related to the CCBU Transferred Assets or the operation of the CCBU Business prior to the Closing Date (except to the extent specifically assumed pursuant to Article VI);

(iv) all accounts payable of the CCBU Parties (including all accounts payable of the CCBU Business accrued as of 12:15 a.m. Eastern Time on the Closing Date), any amounts payable after the Closing for any goods or services delivered or performed prior to the Closing Date and any accrued expenses which are not reflected as current liabilities on the CCBU Final Amounts Schedule;

(v) all employment-related obligations or other liabilities of any kind or nature with respect to the CCBU Business Employees that arise prior to the Closing Date, including the obligations that are specifically retained by the CCBU Parties under the CCBU Employee Matters Agreement and any obligations arising under the CCBU Employee Plans;

(vi) any liability, commitment or obligation arising out of (A) any actual or alleged violation of any Environmental Law or Release of Hazardous Substances at any property that was formerly owned or leased in connection with the CCBU Business and that is not a CCBU Transferred Asset, (B) any Release of Hazardous Substances prior to the Closing at any CCBU Real Property or at any third party site to which the CCBU Business shipped such Hazardous Substances for the purpose of treatment, storage or disposal prior to the Closing Date or (C) any matter disclosed on Section 3.11 of the CCBU Disclosure Schedule (except to the extent that any such matter expressly described therein (other than any such matter for which the CCBU Parties are obligated to conduct Environmental Activities pursuant to Section 5.19) is exacerbated by any action taken or not taken by the CCBCC Parties or their Affiliates after the Closing);

(vii) any liability, commitment or obligation for any intercompany accounts payable (including trade accounts payable) of, or other loan or advance by, CCBU or its Affiliates to any CCBU Party;

(viii) any liability, commitment or obligation with respect to any recall, product liability or similar claims for injury to a Person or property, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects, in each case relating to any CCBU Pre-Closing Products (except to the extent that such liability, commitment or obligation results from or relates to any action taken or not taken by the CCBCC Parties or their Affiliates);

(ix) any liability, commitment or obligation to indemnify, reimburse or advance amounts to any officer, director, employee or agent of the CCBU Parties (including with respect to any breach of fiduciary obligations by same), except for indemnification of same pursuant to Section 9.03 as CCBU Indemnified Parties or except as otherwise provided by the CCBU Employee Matters Agreement;

(x) any liability, commitment or obligation in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the CCBU Business or the CCBU Transferred Assets to the extent such Action relates primarily to such operation prior to the Closing, including claims by any employee of the CCBU Parties or their Affiliates;

(xi) any liability, commitment or obligation of the CCBU Parties under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xii) any liability, commitment or obligation arising under any Assumed Contract as a result of or in connection with any failure to perform, or other breach, default or violation by a CCBU Party prior to the Closing;

(xiii) all CCBU Retained Liabilities; and

(xiv) any liability, commitment or obligation relating to or arising under any former operations of the CCBU Business that have been discontinued or disposed of prior to the Closing.

Section 2.03 Transfer and Acquisition of CCBCC Assets.

(a) CCBCC Transferred Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the CCBCC Parties shall convey, assign, transfer or deliver, or shall cause to be conveyed, assigned, transferred or delivered, to the CCBU Parties, and the CCBU Parties shall acquire and accept from the CCBCC Parties, free and clear of all Liens except for Permitted Liens, all of the CCBCC Parties' right, title and interest in, to and under the assets and properties of the CCBCC Parties primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including the following assets and properties as the same shall exist as of the Closing (all of such assets and properties being conveyed, assigned, transferred or delivered are referred to herein collectively as the "CCBCC Transferred Assets"):

(i) the owned real property listed in Section 2.03(a)(i) of the CCBCC Disclosure Schedule (the "CCBCC Owned Real Property"), and, subject to Section 2.04(b), all rights and benefits of the CCBCC Parties under the leases governing the leased real property listed in Section 2.03(a)(i) of the CCBCC Disclosure Schedule (the "CCBCC Leased Real Property"), together in each case with the CCBCC Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located thereon, including those structures, facilities and improvements listed in Section 2.03(a)(i) of the CCBCC Disclosure Schedule, and all easements, licenses, rights and appurtenances related to the foregoing;

(ii) all finished goods, packaging materials and products for repacking operations, supplies and other inventories (including inventory located in vending equipment) primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including those listed in Section 2.03(a)(ii) of the CCBCC Disclosure Schedule;

(iii) all cold drink equipment and vending equipment primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, which equipment shall include all CCBCC Transferred Fountain Equipment (collectively, the "CCBCC Subject Equipment"), including the equipment described on Section 2.03(a)(iii) of the CCBCC Disclosure Schedule;

(iv) all personal property owned by the CCBCC Parties and their interests therein primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including the machinery, equipment (other than the CCBCC Subject Equipment), furniture, furnishings, office equipment, communications equipment, forklifts, motorized vehicles, warehousing vehicles, trailers, spare and replacement parts, fuel, pre-mix and post-mix equipment and coolers, special event trailers, tools, beverage display and end aisle racks and advertising signs (illuminated and nonilluminated), point of sale materials and other tangible personal property (the "CCBCC Tangible Personal Property"), including (A) those motorized vehicles, trailers, forklifts and warehousing vehicles listed in Section 2.03(a)(iv)-1 of the CCBCC Disclosure Schedule and (B) those other items of personal property listed in Section 2.03(a)(iv)-2 of the CCBCC Disclosure Schedule;

(v) subject to Section 2.04(b) and other than any CCBCC Excluded Contracts, all rights under (A) the CCBCC Material Contracts set forth on Section 4.12(a) of the CCBCC Disclosure Schedule, (B) those contracts and agreements entered into by the CCBCC Parties primarily in connection with the CCBCC Business in the ordinary course of business that are not CCBCC Material Contracts required to be disclosed on Section 4.12(a) of the CCBCC Disclosure Schedule or that are entered into between the date hereof and the Closing Date in accordance with Section 5.01(b) that would not be required to be so disclosed on Section 4.12(a) of the CCBCC Disclosure Schedule had such contracts or agreements been in existence as of the date hereof, (C) any contract or agreement entered into between the date hereof and the Closing Date in accordance with Section 5.01(b) which, had such contract or agreement been entered into prior to the date hereof, would have been a CCBCC Material Contract required to be set forth on Section 4.12(a) of the CCBCC Disclosure Schedule (each, a "CCBCC Pre-Closing Material Contract") and (D) any CCBCC Shared Contract, to the extent assigned to the CCBU Parties pursuant to a CCBCC Partial Assignment and Release under Section 5.17(b) (collectively, the "CCBCC Assumed Contracts");

(vi) subject to Section 2.04(b) and to the extent transferable, all CCBCC Material Permits, Environmental Permits and all other licenses, permits and other governmental authorizations primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business, including those listed in Section 2.03(a)(vi) of the CCBCC Disclosure Schedule;

(vii) the original books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and data, sales and purchase data, quality control records and procedures, lists of customers and suppliers, customer records and, as and to the extent provided in the CCBCC Employee Matters Agreement, personnel and employment records, in each case, related to, or primarily used or primarily held for use in connection with, the CCBCC Business, provided that the CCBCC Parties shall retain copies of each of the foregoing, and provided, further, that if the CCBCC Parties are required by Law to retain the originals of such books, records, files and papers, they may do so and in such case they will provide the CCBU Parties with copies thereof;

(viii) the deposits, advances, lease and rental expenses, pre-paid expenses, deferred charges, accrued rebates and credits and similar items set forth on the CCBCC Final Amounts Schedule and which are not included in the CCBCC Retained Assets;

(ix) the licensed Intellectual Property listed in Section 2.03(a)(ix) of the CCBCC Disclosure Schedule (collectively, the "CCBCC Transferred Licensed Intellectual Property"), which CCBCC Transferred Licensed Intellectual Property, for purposes of clarity, shall not include any ownership or other proprietary interest in any Intellectual Property of the CCBCC Parties or their Affiliates not specifically set forth on Section 2.03(a)(ix) of the CCBCC Disclosure Schedule or any goodwill or other intangible rights or assets relating to or associated with the Intellectual Property of the CCBCC Parties or their Affiliates;

(x) the exclusive right for the CCBU Parties to hold themselves out as the transferees of the CCBCC Business (subject to the limitations set forth in Section 5.12(b) and Section 10.03), provided that such rights shall not be deemed to include any Intellectual Property (other than the CCBCC Transferred Licensed Intellectual Property) of the CCBCC Parties or their Affiliates;

(xi) all casualty insurance benefits, if any, to the extent relating to events occurring with respect to the CCBCC Transferred Assets prior to the Closing;

(xii) all of the CCBCC Parties' rights under warranties, indemnities and all similar rights against third parties to the extent related to any CCBCC Transferred Assets;

(xiii) subject to Section 2.03(b)(vi), all Tax Returns related solely to the CCBCC Business or the CCBCC Transferred Assets;

(xiv) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCBCC Parties, whether arising by way of claim, counterclaim or otherwise, in each case primarily related to the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities;

(xv) all petty cash used in the CCBCC Business, as identified on the relevant balance sheet;

(xvi) those assets of the CCBCC Business included within the CCBCC Net Working Capital which are reflected as assets on the CCBCC Final Amounts Schedule and which are not CCBCC Retained Assets, but only to the extent of the amounts so included, and the other assets of the CCBCC Business designated on Section C of the CCBCC Disclosure Schedule as included in the CCBCC Transferred Assets; and

(xvii) the rights and other assets listed in Section 2.03(a)(xvii) of the CCBCC Disclosure Schedule.

(b) CCBCC Excluded Assets. Notwithstanding anything in Section 2.03(a) to the contrary, the CCBCC Parties are not transferring, and the CCBU Parties expressly understand and agree that the CCBU Parties are not acquiring, any assets and properties of the CCBCC Parties other than those specifically listed or described more generally in Section 2.03(a), and, without limiting the generality of the foregoing, the term "CCBCC Transferred Assets" shall expressly exclude the following assets and properties of the CCBCC Parties and their Affiliates, all of which shall be retained by the CCBCC Parties and their Affiliates (the "CCBCC Excluded Assets"):

(i) other than as described in Section 2.03(a)(xv) or Section 2.03(a)(xvi), all cash, cash equivalents or marketable securities of the CCBCC Parties and their Affiliates on hand or held by any bank or other third Person and all rights to any bank accounts of the CCBCC Parties and their Affiliates;

(ii) all raw materials, work in process and packaging materials (other than packaging materials and products used for repacking operations) of the CCBCC Business;

(iii) all accounts receivable of the CCBCC Parties and their Affiliates (including all such accounts receivable earned or accrued as of 12:15 a.m. Eastern Time on the Closing Date), and any loans and advances by the CCBCC Parties;

(iv) except for the rights of CCBCC described on Section 2.03(a)(xvii) of the CCBCC Disclosure Schedule, all franchise rights, if any, and, except for the CCBCC Transferred Licensed Intellectual Property, all Intellectual Property owned by, licensed to or otherwise authorized for use by the CCBCC Parties or any of their Affiliates;

(v) except as set forth in Section 2.03(a)(i) of the CCBCC Disclosure Schedule, all of the CCBCC Parties' right, title and interest in owned and leased real property and other interests in real property including all such right, title and interest under each real property lease pursuant to which any CCBCC Party leases, subleases (as sub-landlord or sub-tenant) or otherwise occupies any such leased real property, together in each case with the CCBCC Parties' right, title and interest in, to and under all structures, facilities or improvements currently or as of the Closing Date located on any such real property and all easements, licenses, rights and appurtenances related to the foregoing;

(vi) all Tax Returns of the CCBCC Parties and their Affiliates (other than Tax Returns related solely to the CCBCC Business or the CCBCC Transferred Assets, except that the CCBCC Parties and their Affiliates will retain all federal and state income Tax Returns, regardless of whether such income Tax Returns are related to the CCBCC Business) and Tax Assets of the CCBCC Parties and their Affiliates;

(vii) any employee benefit plans, programs, arrangements and agreements (including any retirement benefit and post-retirement health benefit plans, programs, arrangements and agreements, but not including any such agreements which are CCBCC Assumed Contracts) sponsored or maintained by the CCBCC Parties or their respective Affiliates, and any trusts and other assets related thereto;

(viii) subject to Section 2.03(a)(xi), all policies of, or agreements for, insurance and interests in insurance pools and programs of the CCBCC Parties;

(ix) all causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the CCBCC Parties (including counterclaims) and defenses (A) against third parties relating primarily to any of the CCBCC Excluded Assets or the CCBCC Excluded Liabilities as well as any books, records and privileged information relating thereto or (B) relating to any period through the Closing to the extent that the assertion of such cause of action or defense is necessary or useful in defending any claim that is asserted against the CCBCC Parties or for which indemnification is sought by the CCBU Parties pursuant to Article IX;

(x) any interest of any CCBCC Party under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xi) all personnel and employment records for employees and former employees of the CCBCC Parties, including CCBCC Business Employees, except as otherwise provided in the CCBCC Employee Matters Agreement;

(xii) (A) all corporate minute books (and other similar corporate records) and stock records of the CCBCC Parties; (B) any books and records relating primarily to the CCBCC Excluded Assets; and (C) any books, records or other materials that the CCBCC Parties (x) are required by Law to retain, (y) reasonably believe are necessary to enable the CCBCC Parties to prepare and/or file Tax Returns (copies of which will be made available to the CCBU Parties , upon such Person's reasonable request) or (z) are prohibited by Law from delivering to the CCBU Parties; provided that if the CCBCC Parties are required by Law to retain the originals of any such records, they may do so and in such case they will provide the CCBU Parties with copies thereof;

(xiii) all CCBCC Excluded Fountain Equipment;

(xiv) any other assets, properties, rights, contracts and claims of the CCBCC Parties or their Affiliates, wherever located, whether tangible or intangible, real, personal or mixed, in each case that are specifically listed in Section 2.03(b)(xiv) of the CCBCC Disclosure Schedule;

(xv) any other assets, properties, rights, contracts and claims of the CCBCC Parties or their Affiliates wherever located, whether tangible or intangible, real, personal or mixed, in each case that are not primarily related to or primarily used or primarily held for use in connection with the CCBCC Business;

(xvi) any CCBCC Shared Contract, to the extent not assigned to the CCBU Parties pursuant to a CCBCC Partial Assignment and Release under Section 5.17(b);

(xvii) any CCBCC Excluded Contracts;

(xviii) all CCBCC Retained Assets; and

(xix) except for the rights of CCBCC described on Section 2.03(a)(xvii) of the CCBCC Disclosure Schedule, any rights granted to CCBCC under the CCBCC Comprehensive Beverage Agreement.

(c) CCBCC Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, and subject to the exclusion of the CCBCC Excluded Liabilities, the CCBU Parties hereby agree, effective at the time of the Closing and from and after the Closing, to assume and agree to pay, discharge and perform in accordance with their terms, only the following liabilities, commitments and obligations of the CCBCC Parties arising from or relating to the CCBCC Transferred Assets or the CCBCC Business, as the same shall exist as of the Closing (the "CCBCC Assumed Liabilities"):

(i) all liabilities, commitments and obligations arising under any of the CCBCC Assumed Contracts to the extent such liabilities, commitments and obligations are required to be performed on or after, or relate to any period beginning on or after, the Closing and to the extent that they do not relate to any failure to perform or other breach, default or violation by a CCBCC Party under any such CCBCC Assumed Contract prior to the Closing;

(ii) any liability or obligation with respect to Taxes imposed with respect to the CCBCC Transferred Assets or the operation of the CCBCC Business for any period beginning on or after the Closing Date (none of which, for the avoidance of doubt, shall include any Taxes arising from the CCBCC Parties' operation of the CCBCC Business prior to the Closing Date or the CCBCC Parties' operation at any time of any business other than the CCBCC Business) taking into account the allocation described in Section 2.10(a);

(iii) the obligations of the CCBU Parties with respect to CCBCC Business Employees arising under or otherwise set forth in the CCBCC Employee Matters Agreement;

(iv) the obligation to pay, on a semi-annual basis, to the Coca-Cola North America division of TCCC, the amount of One Dollar and One Cent ($1.01) per standard physical case of Monster brand beverage products sold in the CCBCC Territory following Closing and during the term of the CCBU Parties' Monster distribution agreement with MEC; and

(v) those liabilities of the CCBCC Business included in CCBCC Net Working Capital which are reflected as liabilities on the CCBCC Final Amounts Schedule and which are not CCBCC Retained Liabilities, but only to the extent of the amounts so included, and the other liabilities of the CCBCC Business designated on Section C of the CCBCC Disclosure Schedule as included in the CCBCC Assumed Liabilities.

(d) CCBCC Excluded Liabilities. Except as specifically set forth in Section 2.03(c), the CCBU Parties are not assuming or agreeing to pay or discharge any of the liabilities, commitments or obligations of the CCBCC Parties (or any of their Affiliates) of any kind whatsoever (all such liabilities, commitments and obligations not being assumed being herein referred to as the "CCBCC Excluded Liabilities"). Without limiting the generality of the foregoing, the CCBCC Excluded Liabilities shall include the following:

(i) any Debt of any CCBCC Party or any of its Affiliates;

(ii) any liability, commitment or obligation relating to or arising under any CCBCC Excluded Asset;

(iii) any liability, commitment or obligation with respect to Taxes of the CCBCC Parties related to the CCBCC Transferred Assets or the operation of the CCBCC Business prior to the Closing Date (except to the extent specifically assumed pursuant to Article VI);

(iv) all accounts payable of the CCBCC Parties (including all accounts payable of the CCBCC Business accrued as of 12:15 a.m. Eastern Time on the Closing Date), any amounts payable after the Closing for any goods or services delivered or performed prior to the Closing Date and any accrued expenses which are not reflected as current liabilities on the CCBCC Final Amounts Schedule;

(v) all employment-related obligations or other liabilities of any kind or nature with respect to the CCBCC Business Employees that arise prior to the Closing Date, including the obligations that are specifically retained by the CCBCC Parties under the CCBCC Employee Matters Agreement and any obligations arising under the CCBCC Employee Plans;

(vi) any liability, commitment or obligation arising out of (A) any actual or alleged violation of any Environmental Law or Release of Hazardous Substances at any property that was formerly owned or leased in connection with the CCBCC Business and that is not a CCBCC Transferred Asset, (B) any Release of Hazardous Substances prior to the Closing at any CCBCC Real Property or at any third party site to which the CCBCC Business shipped such Hazardous Substances for the purpose of treatment, storage or disposal prior to the Closing Date or (C) any matter disclosed on Section 4.11 of the CCBCC Disclosure Schedule (except to the extent that any such matter expressly described therein (other than any such matter for which the CCBCC Parties are obligated to conduct Environmental Activities pursuant to Section 5.19) is exacerbated by any action taken or not taken by the CCBU Parties or their Affiliates after the Closing);

(vii) any liability, commitment or obligation for any intercompany accounts payable (including trade accounts payable) of, or other loan or advance by, CCBCC or its Affiliates to any CCBCC Party;

(viii) any liability, commitment or obligation with respect to any recall, product liability or similar claims for injury to a Person or property, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects, in each case relating to any CCBCC Pre-Closing Products (except to the extent that such liability, commitment or obligation results from or relates to any action taken or not taken by the CCBU Parties or their Affiliates);

(ix) any liability, commitment or obligation to indemnify, reimburse or advance amounts to any officer, director, employee or agent of the CCBCC Parties (including with respect to any breach of fiduciary obligations by same), except for indemnification of same pursuant to Section 9.02 as CCBCC Indemnified Parties or except as otherwise provided by the CCBCC Employee Matters Agreement;

(x) any liability, commitment or obligation in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the CCBCC Business or the CCBCC Transferred Assets to the extent such Action relates primarily to such operation prior to the Closing, including claims by any employee of the CCBCC Parties or their Affiliates;

(xi) any liability, commitment or obligation of the CCBCC Parties under this Agreement, any Companion Agreement and any other agreement, document or instrument entered into in connection with the transactions contemplated by this Agreement;

(xii) any liability, commitment or obligation arising under any CCBCC Assumed Contract as a result of or in connection with any failure to perform, or other breach, default or violation by a CCBCC Party prior to the Closing;

(xiii) all CCBCC Retained Liabilities; and

(xiv) any liability, commitment or obligation relating to or arising under any former operations of the CCBCC Business that have been discontinued or disposed of prior to the Closing.

Section 2.04 Assignment of Contracts and Rights; Third Party Consents.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any CCBU Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party thereto, would constitute a breach or other contravention thereof or a violation of Law or would in any way adversely affect the rights of the CCBCC Parties thereunder. Subject to Section 5.05(b), the CCBU Parties and the CCBCC Parties will each use their reasonable best efforts to obtain the consent of the other parties to any such CCBU Transferred Asset or any claim or right or any benefit arising thereunder for the assignment thereof to the CCBCC Parties as the CCBCC Parties may reasonably request. If such consent is not obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of Law or would adversely affect the rights of the CCBCC Parties (as assignee of the applicable CCBU Party) thereto or thereunder so that the CCBCC Parties would not in fact receive all such rights, the CCBU Parties and the CCBCC Parties will, subject to Section 5.05(b), cooperate in a mutually agreeable arrangement, such as a subcontracting, sublicensing or subleasing arrangement, under which the CCBCC Parties would, in compliance with Law, obtain the benefits, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with such CCBU Transferred Asset or such claim, right or benefit in accordance with this Agreement, or under which the CCBU Parties would, upon the CCBCC Parties' request, enforce for the benefit (and at the expense) of the CCBCC Parties any and all of their rights against a third party associated with such CCBU Transferred Asset or such claim, right or benefit, and the CCBU Parties would promptly pay to the CCBCC Parties when received all monies received by them under any CCBU Transferred Asset or such claim, right or benefit.

(b) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any CCBCC Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party thereto, would constitute a breach or other contravention thereof or a violation of Law or would in any way adversely affect the rights of the CCBU Parties thereunder. Subject to Section 5.05(b), the CCBU Parties and the CCBCC Parties will each use their reasonable best efforts to obtain the consent of the other parties to any such CCBCC Transferred Asset or any claim or right or any benefit arising thereunder for the

assignment thereof to the CCBU Parties as the CCBU Parties may reasonably request. If such consent is not obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of Law or would adversely affect the rights of the CCBU Parties thereto or thereunder so that the CCBU Parties would not in fact receive all such rights, the CCBU Parties and the CCBCC Parties will, subject to Section 5.05(b), cooperate in a mutually agreeable arrangement, such as a subcontracting, sublicensing or subleasing arrangement, under which the CCBU Parties would, in compliance with Law, obtain the benefits, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with such CCBCC Transferred Asset or such claim, right or benefit in accordance with this Agreement, or under which the CCBCC Parties would, upon the CCBU Parties' request, enforce for the benefit (and at the expense) of the CCBU Parties any and all of their rights against a third party associated with such CCBCC Transferred Asset or such claim, right or benefit, and the CCBCC Parties would promptly pay to the CCBU Parties when received all monies received by them under any CCBCC Transferred Asset or such claim, right or benefit.

(c) Notwithstanding any other provision of this Agreement to the contrary, this Section 2.04 will not apply to CCBU Shared Contracts or to CCBCC Shared Contracts, and the parties' obligations with respect to CCBU Shared Contracts and to CCBCC Shared Contracts will be governed by Section 5.17(a) and Section 5.17(b), respectively.

Section 2.05 Closing. On the Business Day which is the CCBCC Parties' first accounting day in the fiscal month, commencing with the fiscal month beginning in October, 2017, in which the conditions set forth in Article VII that are contemplated to be satisfied prior to the Closing are satisfied or are waived by the party entitled to grant such waiver, or on such later date as the CCBU Parties and the CCBCC Parties may agree, the transfer and acquisition of the CCBU Transferred Assets and the CCBCC Transferred Assets and the assumption of the CCBU Assumed Liabilities and the CCBCC Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "Closing") that will be held at the offices of Moore & Van Allen PLLC, Suite 4700, 100 North Tryon Street, Charlotte, NC 28202, at 12:15 a.m. Eastern Time or such other place, time or means (including electronically) as the CCBU Parties and the CCBCC Parties may agree in writing. The date on which the Closing takes place is referred to herein as the "Closing Date".

Section 2.06 Additional Consideration. As additional consideration for the CCBCC Transferred Assets and the assumption of the CCBCC Assumed Liabilities, on the one hand, or for the CCBU Transferred Assets and the assumption of the CCBU Assumed Liabilities, on the other hand, as applicable, at the Closing, the CCBU Parties or the CCBCC Parties, as the case may be, shall pay to the other an amount equal to the difference, if any, between the CCBU Base Brand Amount and the CCBCC Base Brand Amount (such amount, the "Additional Consideration") as follows: (a) if the CCBU Base Brand Amount is greater than the CCBCC Base Brand Amount, then the CCBCC Parties shall pay the Additional Consideration to the CCBU Parties, and (b) if the CCBCC Base Brand Amount is greater than the CCBU Base Brand Amount, then the CCBU Parties shall pay the Additional Consideration to the CCBCC Parties. All payments to be made under this Section 2.06 shall be made in accordance with Section 2.07(a) or Section 2.08(a), as applicable, and shall be subject to adjustment as set forth in Section 2.09(d) and Section 2.09(e).

Section 2.07 Closing Deliveries by the CCBU Parties. At the Closing, the CCBU Parties shall deliver or cause to be delivered to the CCBCC Parties:

(a) an amount equal to the Additional Consideration, if in accordance with Section 2.06 payable by the CCBU Parties (free and clear of any withholding for Taxes), by wire transfer in immediately available funds, to an account or accounts as directed by the CCBCC Parties no later than three (3) Business Days prior to the anticipated Closing Date;

(b) a receipt for the Additional Consideration, if in accordance with Section 2.06 paid by the CCBCC Parties;

(c) an assignment and assumption agreement, among the CCBU Parties and the CCBCC Parties, in the form attached hereto as Exhibit B, with respect to the CCBU Transferred Assets (the "CCBU Assignment and Assumption Agreement") duly executed by the applicable CCBU Parties, and all such other deeds, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to vest in the CCBCC Parties all right, title and interest in, to and under the CCBU Transferred Assets;

(d) an assignment and assumption agreement, among the CCBU Parties and the CCBCC Parties, in the form attached hereto as Exhibit C, with respect to the CCBCC Transferred Assets (the "CCBCC Assignment and Assumption Agreement") duly executed by the applicable CCBU Parties, and all such other deeds, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to vest in the CCBU Parties all right, title and interest in, to and under the CCBCC Transferred Assets;

(e) with respect to each parcel of CCBU Owned Real Property, a special warranty deed in the form attached hereto as Exhibit D (each, a "CCBU Deed"), duly executed and notarized by the applicable CCBU Party, with such modifications as to form (but not the scope of warranty) as are necessary to conform to applicable local requirements;

(f) with respect to each CCBU Leased Real Property, an Assignment and Assumption of Lease substantially in the form attached hereto as Exhibit E (each, a "CCBU Assignment and Assumption of Lease"), duly executed by the applicable CCBU Party and, if necessary, such CCBU Party's signature shall be witnessed and/or notarized;

(g) with respect to each CCBCC Leased Real Property, an Assignment and Assumption of Lease substantially in the form attached hereto as Exhibit F (each, a "CCBCC Assignment and Assumption of Lease"), duly executed by the applicable CCBU Party and, if necessary, such CCBU Party's signature shall be witnessed and/or notarized;

(h) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) executed by each CCBU Party that such CCBU Party is not a foreign person within the meaning of Section 1445 of the Code, and, if the Additional Consideration is paid by the CCBCC Parties, such other certificates or undertakings as shall be reasonably required to permit the Additional Consideration to be paid without provision for withholding Taxes under the Laws of any applicable jurisdiction; provided, that any failure by the CCBU Parties to deliver any such certificates or undertakings at the Closing will not be deemed to constitute the failure of any condition set forth in Article VII, and the CCBCC Parties' sole remedy in respect thereof will be to withhold an appropriate amount of Taxes from the Additional Consideration;

(i) a lease with respect to the real property owned by a CCBU Party and located at 500 W. Main Street, Spartanburg, SC, in the form agreed by the CCBCC Parties and the CCBU Parties (the "Post-Closing Lease"), duly executed by the applicable CCBU Party; and

(j) the other documents and certificates required to be delivered pursuant to Section 7.01(d) and Section 7.03.

Section 2.08 Closing Deliveries by the CCBCC Parties. At the Closing, the CCBCC Parties shall deliver or cause to be delivered to the CCBU Parties:

(a) an amount equal to the Additional Consideration, if in accordance with Section 2.06 payable by the CCBCC Parties (free and clear of any withholding for Taxes), by wire transfer in immediately available funds, to an account or accounts as directed by the CCBU Parties no later than three (3) Business Days prior to the anticipated Closing Date;

(b) a receipt for the Additional Consideration, if in accordance with Section 2.06 paid by the CCBU Parties;

(c) the CCBCC Assignment and Assumption Agreement, duly executed by the applicable CCBCC Parties;

(d) the CCBU Assignment and Assumption Agreement, duly executed by the applicable CCBCC Parties;

(e) with respect to each parcel of CCBCC Owned Real Property, a special warranty deed in the form attached hereto as Exhibit G (each a "CCBCC Deed"), duly executed and notarized by the applicable CCBCC Party, with such modifications as to form (but not the scope of warranty) as are necessary to conform to applicable local requirements;

(f) with respect to each CCBCC Leased Real Property, a CCBCC Assignment and Assumption of Lease, duly executed by the applicable CCBCC Party and, if necessary, such CCBCC Party's signature shall be witnessed and/or notarized;

(g) with respect to each CCBU Leased Real Property, a CCBU Assignment and Assumption of Lease, duly executed by the applicable CCBCC Party and, if necessary, such CCBCC Party's signature shall be witnessed and/or notarized;

(h) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) executed by each CCBCC Party that such CCBCC Party is not a foreign person within the meaning of Section 1445 of the Code, and, if the Additional Consideration is paid by the CCBU Parties, such other certificates or undertakings as shall be reasonably required to permit the Additional Consideration to be paid without provision for withholding Taxes under the Laws of any applicable jurisdiction; provided, that any failure by the CCBCC Parties to deliver any such certificates or undertakings at the Closing will not be deemed to constitute the failure of any condition set forth in Article VII, and the CCBU Parties' sole remedy in respect thereof will be to withhold an appropriate amount of Taxes from the Additional Consideration;

(i) the Post-Closing Lease, duly executed by the applicable CCBCC Party; and

(j) the other documents and certificates required to be delivered pursuant to Section 7.01(e) and Section 7.02.

Section 2.09 Adjustment of Additional Consideration.

(a) CCBU Estimated Closing Statement.

(i) The CCBU Parties have prepared and delivered to the CCBCC Parties (A) an estimated closing statement of the CCBU Business as of the Closing Date (the "CCBU Estimated Closing Statement"), signed by an authorized officer of the CCBU Parties (on behalf and in the name of the CCBU Parties), which sets forth the CCBU Base Brand Amount, as adjusted for certain mutually agreed upon items, and (B) the unaudited balance sheet of the CCBU Business as of the Business Day that is the CCBU Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs (provided that such unaudited balance sheet will include the CCBU Retained Assets and CCBU Retained Liabilities as reflected in the CCBU 2016 Data, as adjusted for certain mutually agreed upon items, and will include the aggregate amount of the CCBU Active Employee OPEB Liability and the CCBU Other Employee OPEB Liability estimated as of October 1, 2017), determined consistent with the CCBU Agreed Financial Methodology (the "Estimated CCBU Closing Date Unaudited Balance Sheet"). All estimates set forth in the CCBU Estimated Closing Statement will be consistent with the CCBU Agreed Financial Methodology and such estimates shall be based on the CCBU Parties' data included in the Estimated CCBU Closing Date Unaudited Balance

Sheet. The CCBU Parties conducted a physical inventory count on the Business Day which is the CCBU Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs, which shall be used for the purpose of preparing the CCBU Estimated Closing Statement.

(ii) The CCBU Parties hereby agree to conduct a physical inventory count on the Closing Date for the purpose of preparing the CCBU Preliminary Amounts Schedule. The CCBU Parties hereby agree that the CCBCC Parties and their Representatives shall be permitted to attend any such physical inventory count conducted by the CCBU Parties at such time and at such places as the CCBU Parties specify. No later than one hundred twenty (120) days following the Closing Date, the CCBU Parties will prepare, or cause to be prepared, and will deliver to the CCBCC Parties the CCBU Closing Financial Information and the CCBU Preliminary Amounts Schedule. The CCBU Preliminary Amounts Schedule will be based on, and consistent with, the CCBU Closing Financial Information. Upon reasonable prior written notice, the CCBCC Parties shall provide the CCBU Parties and their respective Representatives with reasonable access, during normal business hours, to the CCBCC Parties' respective Representatives and such books and records as may be reasonably requested by the CCBU Parties and their respective Representatives in order to prepare the CCBU Closing Financial Information and the CCBU Preliminary Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCBCC Parties or any of their Affiliates and (B) the auditors and accountants of the CCBCC Parties or any of their respective Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iii) The CCBCC Parties shall have one hundred twenty (120) days following receipt of the CCBU Preliminary Amounts Schedule during which to notify the CCBU Parties of any dispute of any item contained in the CCBU Preliminary Amounts Schedule, which notice shall set forth in reasonable detail the basis for such dispute (a "CCBCC Notice of Dispute"). Upon reasonable prior written notice, the CCBU Parties shall provide the CCBCC Parties and their Representatives with reasonable access, during normal business hours, to the CCBU Parties' Representatives and such books and records as may be reasonably requested by the CCBCC Parties and their Representatives in order to verify the information contained in the CCBU Closing Financial Information and the CCBU Preliminary Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCBU Parties or their Affiliates and (B) the auditors and accountants of the CCBU Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iv) If the CCBCC Parties do not provide the CCBU Parties with a CCBCC Notice of Dispute within such one hundred twenty (120) day period, the CCBU Preliminary Amounts Schedule prepared by the CCBU Parties shall be deemed to be the CCBU Final Amounts Schedule and will be conclusive and binding upon all parties hereto.

(v) If the CCBCC Parties provide the CCBU Parties with a CCBCC Notice of Dispute within such one hundred twenty (120) day period, the CCBCC Parties and the CCBU Parties shall cooperate in good faith to resolve any such dispute as promptly as possible, and upon such resolution, the CCBU Final Amounts Schedule shall be prepared in accordance with the agreement of the CCBCC Parties and the CCBU Parties. If the CCBCC Parties and the CCBU Parties are unable to resolve any dispute regarding the CCBU Preliminary Amounts Schedule within thirty (30) days after the CCBU Parties' receipt of the CCBCC Notice of Dispute, or such longer period as the CCBU Parties and the CCBCC Parties shall mutually agree in writing, such dispute shall be resolved in accordance with Section 2.09(c).

(b) CCBCC Estimated Closing Statement.

(i) The CCBCC Parties have prepared and delivered to the CCBU Parties (A) an estimated closing statement of the CCBCC Business as of the Closing Date (the "CCBCC Estimated Closing Statement"), signed by an authorized officer of the CCBCC Parties (on behalf and in the name of the CCBCC Parties), which sets forth the CCBCC Base Brand Amount, as adjusted for certain mutually agreed upon items and (B) the unaudited balance sheet of the CCBCC Business as of the Business Day that is the CCBCC Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs (provided that such unaudited balance sheet will include the CCBCC Retained Assets and CCBCC Retained Liabilities as reflected in the CCBCC 2016 Data, as adjusted for certain mutually agreed upon items, and will include the aggregate amount of the CCBCC Active Employee OPEB Liability and the CCBCC Other Employee OPEB Liability estimated as of October 1, 2017), determined consistent with the CCBCC Agreed Financial Methodology (the "Estimated CCBCC Closing Date Unaudited Balance Sheet"). All estimates set forth in the CCBCC Estimated Closing Statement will be consistent with the CCBCC Agreed Financial Methodology and such estimates shall be based on the CCBCC Parties' data included in the Estimated CCBCC Closing Date Unaudited Balance Sheet. The CCBCC Parties conducted a physical inventory count on the Business Day which is the CCBCC Parties' last accounting day in the fiscal month that is three (3) months prior to the fiscal month in which the Closing occurs, which shall be used for the purpose of preparing the CCBCC Estimated Closing Statement.

(ii) The CCBCC Parties hereby agree to conduct a physical inventory count on the Closing Date for the purpose of preparing the CCBCC Preliminary Amounts Schedule. The CCBCC Parties hereby agree that the CCBU Parties and their Representatives shall be permitted to attend any such physical inventory count conducted by the CCBCC Parties at such time and at such places as the CCBCC Parties specify. No later than one hundred twenty (120) days following the Closing Date, the CCBCC Parties will prepare, or cause to be prepared, and will deliver to the CCBU Parties the CCBCC Closing Financial Information and the CCBCC Preliminary Amounts Schedule. The CCBCC Preliminary Amounts Schedule will be based on, and consistent with, the CCBCC Closing Financial Information. Upon reasonable prior written notice, the CCBU Parties shall provide the CCBCC Parties and their respective Representatives with reasonable access, during normal business hours, to the CCBU Parties' respective Representatives and such books and records as may be reasonably requested by the CCBCC Parties and their respective Representatives in order to prepare the CCBCC Closing Financial Information and the CCBCC Preliminary Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCBU Parties or any of their respective Affiliates and (B) the auditors and accountants of the CCBU Parties or any of their respective Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iii) The CCBU Parties shall have one hundred twenty (120) days following receipt of the CCBCC Preliminary Amounts Schedule during which to notify the CCBCC Parties of any dispute of any item contained in the CCBCC Preliminary Amounts Schedule, which notice shall set forth in reasonable detail the basis for such dispute (a "CCBU Notice of Dispute"). Upon reasonable prior written notice, the CCBCC Parties shall provide the CCBU Parties and their respective Representatives with reasonable access, during normal business hours, to the CCBCC Parties' Representatives and such books and records as may be reasonably requested by the CCBU Parties and their respective Representatives in order to verify the information contained in the CCBCC Closing Financial Information and the CCBCC Preliminary Amounts Schedule; provided, however, that (A) such access shall not unreasonably interfere with any of the businesses or operations of the CCBCC Parties or their Affiliates and (B) the auditors and accountants of the CCBCC Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

(iv) If the CCBU Parties do not provide the CCBCC Parties with a CCBU Notice of Dispute within such one hundred twenty (120) day period, the CCBCC Preliminary Amounts Schedule prepared by the CCBCC Parties shall be deemed to be the CCBCC Final Amounts Schedule and will be conclusive and binding upon all parties hereto.

(v) If the CCBU Parties provide the CCBCC Parties with a CCBU Notice of Dispute within such one hundred twenty (120) day period, the CCBU Parties and the CCBCC Parties shall cooperate in good faith to resolve any such dispute as promptly as possible, and upon such resolution, the CCBCC Final Amounts Schedule shall be prepared in accordance with the agreement of the CCBU Parties and the CCBCC Parties. If the CCBCC Parties and the CCBU Parties are unable to resolve any dispute regarding the CCBCC Preliminary Amounts Schedule within thirty (30) days after the CCBCC Parties' receipt of the CCBU Notice of Dispute, or such longer period as the CCBCC Parties and the CCBU Parties shall mutually agree in writing, such dispute shall be resolved in accordance with Section 2.09(c).

(c) Arbitration. If the CCBCC Parties and the CCBU Parties are unable to resolve any dispute regarding the CCBU Preliminary Amounts Schedule and/or the CCBCC Preliminary Amounts Schedule within thirty (30) days after the CCBCC Parties' receipt of the CCBU Notice of Dispute and/or the CCBU Parties' receipt of the CCBCC Notice of Dispute, as the case may be, or such longer period as the CCBCC Parties and the CCBU Parties shall mutually agree in writing, then the CCBCC Parties and the CCBU Parties may (but shall not be required to) mutually agree that all or any portion of such dispute shall be resolved by a mutually agreed upon accounting firm that, unless otherwise mutually agreed by the parties, is independent of each CCBCC Party and each CCBU Party (meaning a firm of certified public accountants that has not provided services to any of the parties hereto or their Affiliates during the immediately preceding five (5) years) (such accounting firm, the "Arbitrator"). Such resolution shall be final and binding on the parties hereto and the CCBU Final Amounts Schedule and/or the CCBCC Final Amounts Schedule shall be prepared in accordance with the resolution of the Arbitrator. The CCBCC Parties and the CCBU Parties shall submit to the Arbitrator for review and resolution all matters (but only such matters) that are set forth in the CCBU Notice of Dispute and/or the CCBCC Notice of Dispute, as the case may be, which remain in dispute and which the CCBCC Parties and the CCBU Parties mutually agree to submit to the Arbitrator, and the Arbitrator shall resolve only such mutually agreed submitted items and shall, except in the case of manifest error, (A) not assign a value to any item in dispute greater than the greatest value for such item assigned by the CCBCC Parties, on the one hand, or the CCBU Parties, on the other hand, or less than the smallest value for such item assigned by the CCBCC Parties, on the one hand, or the CCBU Parties, on the other hand, and (B) make its determination based on written submissions by the CCBCC Parties and the CCBU Parties which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Arbitrator shall use commercially reasonable efforts to complete its work within forty-five (45) days following its engagement. The fees, costs and expenses of the Arbitrator (i) shall be borne by the CCBCC Parties in the proportion that the aggregate dollar amount of all such disputed items so submitted that are resolved against the CCBCC Parties (as finally determined by the Arbitrator) bears to the aggregate dollar amount of all such items so submitted and (ii) shall be borne by the CCBU Parties in the proportion that the aggregate dollar amount of all such disputed items so submitted that are resolved against the CCBU Parties (as finally determined by the Arbitrator) bears to the aggregate dollar amount of all such items so submitted.

(d) Adjustment Payments. If and to the extent that the final determination by the Arbitrator results in any adjustment in the CCBU Base Brand Amount or the CCBCC Base Brand Amount, then within five (5) Business Days following the final determination by the Arbitrator in accordance with this Section 2.09, the CCBU Parties or the CCBCC Parties, as applicable, shall make a true-up payment to the other reflecting such recalculation of the Additional Consideration (determined in the manner set forth in Section 2.06), by wire transfer of immediately available funds to an account or accounts designated by the parties entitled to receive such payment. Any payment made pursuant to this Section 2.09(d) shall include an additional amount of interest on the amount so remitted at a rate per annum equal to the Six-Month Treasury Rate, which additional amount of interest shall accrue from and after the first calendar day after the Closing Date until the date of payment.

(e) Mutually Agreed Adjustments. If and to the extent that, following the date hereof, the parties hereto mutually reasonably agree that EBITDA for the CCBU Business' 2016 fiscal year or EBITDA for the CCBCC Business' 2016 fiscal year should be adjusted based on further diligence, (i) the parties hereto will reflect any such adjustment in the CCBU Base Brand Amount or the CCBCC Base Brand Amount, as the case may be, (ii) the Additional Consideration shall be recalculated accordingly, and (iii) (A) with respect to any such adjustments occurring prior to the Closing, such recalculation shall be reflected in Additional Consideration for all purposes hereunder, including Section 2.06, and (B) with respect to any such adjustments occurring after the Closing, the CCBU Parties or the CCBCC Parties, as applicable, shall make a true-up payment to the other reflecting such recalculation of the Additional Consideration (determined in the manner set forth in Section 2.06) by wire transfer of immediately available funds to an account or accounts designated by the parties entitled to receive such payment.

Section 2.10 Allocation of Certain Items. With respect to certain expenses incurred with respect to (i) the CCBU Transferred Assets in the operation of the CCBU Business and (ii) the CCBCC Transferred Assets in the operation of the CCBCC Business, the following allocations shall be made between the CCBCC Parties on the one hand and the CCBU Parties on the other:

(a) Taxes. Except as otherwise provided by Section 6.01, real and ad valorem property Taxes shall be apportioned at the Closing based upon the amounts set forth in the current Tax bills therefor and the number of days in the taxable period prior to the Closing Date and in the taxable period including and following the Closing Date and if necessary such Taxes shall be further apportioned after the parties hereto receive the final Tax bills relating thereto.

(b) Utilities. Utilities, water and sewer charges shall be apportioned based upon the number of days occurring prior to the Closing Date and including and following the Closing Date during the billing period for each such charge.

(c) Other. Other similar obligations paid in the ordinary course of business, including rent and lease obligations, as well as obligations owed to the CCBU Business Employees or CCBCC Business Employees, in respect of reimbursable automobile expenses, shall be apportioned based upon the number of days occurring prior to the Closing Date and including and following the Closing Date during the billing period for each such charge.

Appropriate cash payments by the CCBCC Parties or the CCBU Parties, as the case may require, shall be made hereunder from time to time as soon as practicable after the facts giving rise to the obligation for such payments are known in the amounts necessary to give effect to the allocations provided for in this Section 2.10; provided, however, that such payments shall not be required to the extent an accrued expense or prepaid expense is adequately reflected with respect to such item on the Final Amounts Schedules.

Section 2.11 Tax Treatment and Allocation.

(a) Tax Treatment. The CCBCC Parties and the CCBU Parties intend that the transactions contemplated by this Agreement, to the extent permissible, qualify as like-kind "exchanges" under Section 1031 of the Code, and will cooperate to effectuate the requirements of Section 1031 of the Code, including by executing and delivering such documents as are reasonably required in connection therewith. The CCBCC Parties and the CCBU Parties shall file all Tax Returns and other documents consistent with this Section 2.11 to the extent permissible and except as may be adjusted by subsequent agreement following an audit by the U.S. Internal Revenue Service (the "IRS") or by court decision. The parties hereto further agree that the transactions contemplated by this Agreement constitute an exchange of multiple properties within the meaning of Treasury Regulations Section 1.1031(j)-1 and agree to jointly cooperate with each other to allocate among applicable exchange groups, a residual group, or no group, as applicable, pursuant to Treasury Regulations Section 1.1031(j)-1(b), (i) the CCBU Transferred Assets, (ii) the CCBCC Transferred Assets, and (iii) the difference between the CCBU Assumed Liabilities and the CCBCC Assumed Liabilities (such allocation, the "Exchange Group Allocation").

(b) Cooperation. The CCBCC Parties and the CCBU Parties shall cooperate and use reasonable best efforts to determine the Exchange Group Allocation within forty-five (45) Business Days following the later of the determination of the Final Amounts Schedules, in accordance with Section 2.09, and the final resolution of the Missing CCBCC Equipment Notice and the Missing CCBU Equipment Notice, in accordance with Section 2.12 (the "Allocation Determination Date").

Section 2.12 Vending and Cold Drink Equipment.

(a) CCBU Vending and Cold Drink Equipment.

(i) Set forth on Section 2.02(a)(iii) of the CCBU Disclosure Schedule is a list of the CCBU Subject Equipment that the CCBU Parties have assigned a Net Book Value greater than $20 and that has been serviced within the previous twenty-four (24) months and/or has produced revenue within the previous twelve (12) months and the location thereof (as updated pursuant to this Section 2.12(a), the "Key CCBU Subject Equipment") as well as a depreciation schedule and the acquisition cost for the Key CCBU Subject Equipment. Within one hundred twenty (120) days following the Closing, the CCBU Parties will, by written notice to the CCBCC Parties in accordance with the terms of this Agreement, amend or supplement Section 2.02(a)(iii) of the CCBU Disclosure Schedule (as amended or supplemented, the "Closing Key CCBU Subject Equipment Schedule") to update the list of Key CCBU Subject Equipment existing as of the Closing Date and the corresponding acquisition cost and accumulated depreciation (such update for the accumulated depreciation shall be made to the accumulated depreciation data set forth in the update of Section 2.02(a)(iii) of the CCBU Disclosure Schedule delivered pursuant to Section 5.08(a)) for such Key CCBU Subject Equipment, as well as the method for computing the agreed replacement value for each item of Key CCBU Subject Equipment (the "CCBU Agreed Replacement Value") following the Closing and a "weighted average" value for each category of Key CCBU Subject Equipment (the "CCBU Weighted Average Value") as of the Closing Date.

(ii) Each of the parties hereto hereby agrees that, although the physical location or existence of certain pieces of the Key CCBU Subject Equipment as reflected on the Closing Key CCBU Subject Equipment Schedule may not be determinable, the failure of the CCBCC Parties to locate or determine the existence of all such Key CCBU Subject Equipment will not provide the basis of or result in a reduction of or adjustment to the Additional Consideration (except as otherwise provided in this Section 2.12(a)) or otherwise provide the basis of or result in a claim for indemnification under Article IX. Within ten (10) Business Days following the six (6) month anniversary of the delivery by the CCBU Parties to the CCBCC Parties of the Closing Key CCBU Subject Equipment Schedule, the CCBCC Parties shall deliver written notice to the CCBU Parties (the "Missing CCBU Equipment Notice") with the following information: (I) a list of each item of Key CCBU Subject Equipment which the CCBCC Parties have failed to locate or the existence of which the CCBCC Parties have failed to determine (the "Missing CCBU Equipment"), (II) the CCBU Weighted Average Value of each item of Missing CCBU Equipment, (III) a list of each other item of CCBU Subject Equipment present at the location specified for an item of Missing CCBU Equipment on the Closing Key CCBU Subject Equipment Schedule, which list shall specify the location (outlet name and address along with outlet number), make, model and asset identification number for each such other item of CCBU Subject Equipment, the date such item was observed and the name of the individual who made such observation, and (IV) a list of any CCBU Substitute Subject Equipment that the CCBCC Parties have located during such period following the Closing; provided, that the CCBCC Parties may only provide the CCBU Parties with one (1) Missing CCBU Equipment Notice, which Missing

CCBU Equipment Notice may be adjusted pursuant to Section 2.12(a)(iii). The Missing CCBU Equipment Notice will also include a calculation (the "CCBU Threshold Calculation") of whether the total CCBU Weighted Average Value of all Missing CCBU Equipment included in the Missing CCBU Equipment Notice exceeds five percent (5%) (the "CCBU Subject Equipment Threshold") of the total CCBU Weighted Average Value of (x) all Key CCBU Subject Equipment listed on the Closing Key CCBU Subject Equipment Schedule plus (y) any CCBU Substitute Subject Equipment. Notwithstanding anything to the contrary set forth in this Agreement, the provision of a Missing CCBU Equipment Notice pursuant to this Section 2.12(a) and the rights of the CCBCC Parties with respect thereto set forth in this Section 2.12(a) are the sole and exclusive remedy available to the CCBCC Parties with respect to Missing CCBU Equipment. In addition, between the date that the Closing Key CCBU Subject Equipment Schedule is delivered by the CCBU Parties to the CCBCC Parties and the date that the corresponding Missing CCBU Equipment Notice is delivered by the CCBCC Parties to the CCBU Parties, the CCBCC Parties shall provide to the CCBU Parties monthly written updates regarding the status of any Missing CCBU Equipment by not later than twenty (20) Business Days after the end of each month. If and to the extent that the relocation within the CCBU Territory of any CCBU Substitute Subject Equipment is necessary (as determined by the CCBCC Parties in their sole discretion), the CCBU Parties will bear any out of pocket costs related to such relocation. Such CCBU Substitute Subject Equipment will be free and clear of all Liens, except for Permitted Liens.

(iii) The CCBU Parties shall have ninety (90) days following receipt of the Missing CCBU Equipment Notice during which to notify the CCBCC Parties of any dispute of any Missing CCBU Equipment contained on the Missing CCBU Equipment Notice (a "CCBU Equipment Dispute Notice"). If the CCBU Parties do not provide the CCBCC Parties with a CCBU Equipment Dispute Notice within such ninety (90) day period, the Missing CCBU Equipment Notice prepared by the CCBCC Parties shall be deemed to be final and will be conclusive and binding upon the parties hereto. If the CCBU Parties do provide the CCBCC Parties with a CCBU Equipment Dispute Notice within such ninety (90) day period, then the CCBCC Parties and the CCBU Parties shall cooperate in good faith to resolve any such dispute as promptly as possible. If the total CCBU Weighted Average Value of all of the Missing CCBU Equipment set forth on the Missing CCBU Equipment Notice and described in the CCBU Threshold Calculation exceeds the CCBU Subject Equipment Threshold (or if the resolution of the CCBU Equipment Dispute Notice is that it exceeds the CCBU Subject Equipment Threshold), the CCBU Parties shall pay the CCBCC Parties the dollar value (based on the CCBU Agreed Replacement Value as of the Closing Date) of all of the Missing CCBU Equipment (and not just the Missing CCBU Equipment in excess of the CCBU Subject Equipment Threshold) set forth on the Missing CCBU Equipment Notice. If the total CCBU Weighted Average Value of all of the Missing CCBU Equipment set forth on the Missing CCBU Equipment Notice and described in the CCBU Threshold Calculation does not exceed the CCBU Subject Equipment Threshold (or if the resolution of the CCBU Equipment Dispute Notice is that it does not exceed the CCBU Subject Equipment Threshold), the CCBU Parties shall not be required to make any payments under this Section 2.12(a).

(iv) Notwithstanding anything set forth in this Section 2.12(a), if the parties have determined that the CCBU Parties are required to pay the CCBCC Parties with respect to Missing CCBU Equipment in accordance with this Section 2.12(a), the parties agree that the CCBU Parties shall, prior to paying any amounts under this Section 2.12(a), first attempt to substitute for pieces of the Missing CCBU Equipment comparable pieces of cold drink and vending equipment from the CCBU Parties' inventory (A) with a comparable CCBU Agreed Replacement Value and in the same equipment category as the Missing CCBU Equipment, and (B) in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted. If the CCBU Parties are able to make any such substitution, they will transfer such substitute piece of equipment to the CCBCC Parties free and clear of all Liens, except for Permitted Liens, and relocate such equipment to a location in the CCBU Territory designated by the CCBCC Parties at the sole cost and expense of the CCBU Parties. If the CCBU Parties substitute comparable pieces of cold drink and vending equipment from the CCBU Parties' inventory for pieces of Missing CCBU Equipment as described in this Section 2.12(a)(iv), then the amount that the CCBU Parties are to pay to the CCBCC Parties under Section 2.12(a)(iii) will be reduced by the CCBU Agreed Replacement Value of such Missing CCBU Equipment that is so substituted.

(v) The CCBCC Parties shall provide the CCBU Parties and their respective Representatives with reasonable access, during normal business hours, to the CCBCC Parties' Representatives and such books and records as may be reasonably requested by the CCBU Parties and their respective Representatives in order to verify the information contained in the Missing CCBU Equipment Notice; provided, however, that such access shall not unreasonably interfere with the business or operations of the CCBCC Parties. The CCBCC Parties shall also provide the CCBU Parties and their respective Representatives with access to the CCBCC Parties' sales and service records for purposes of determining whether the CCBCC Parties or any of their respective Affiliates have sold to or serviced any CCBU Subject Equipment. The CCBCC Parties hereby covenant and agree that they shall maintain and track the CCBU asset tracking number for each item of CCBU Subject Equipment as those utilized by the CCBU Parties prior to the Closing.

(b) CCBCC Vending and Cold Drink Equipment.

(i) Set forth on Section 2.03(a)(iii) of the CCBCC Disclosure Schedule is a list of the CCBCC Subject Equipment that the CCBCC Parties have assigned a Net Book Value greater than $20 and that has been serviced within the previous twenty-four (24) months and/or has produced revenue within the previous twelve (12) months and the location thereof (as updated pursuant to this

Section 2.12(b), the "Key CCBCC Subject Equipment"), as well as a depreciation schedule and the acquisition cost for the Key CCBCC Subject Equipment. Within one hundred twenty (120) days following the Closing, the CCBCC Parties will, by written notice to the CCBU Parties in accordance with the terms of this Agreement, amend or supplement Section 2.03(a)(iii) of the CCBCC Disclosure Schedule (as amended or supplemented, the "Closing Key CCBCC Subject Equipment Schedule") to update the list of Key CCBCC Subject Equipment existing as of the Closing Date and the corresponding acquisition cost and accumulated depreciation (such update for the accumulated depreciation shall be made to the accumulated depreciation data set forth in the update of Section 2.03(a)(iii) of the CCBCC Disclosure Schedule delivered pursuant to Section 5.08(b)) for such Key CCBCC Subject Equipment, as well as the method for computing the agreed replacement value of each item of Key CCBCC Subject Equipment (the "CCBCC Agreed Replacement Value") following the Closing and a "weighted average" value for each category of Key CCBCC Subject Equipment (the "CCBCC Weighted Average Value") as of the Closing Date.

(ii) Each of the parties hereto hereby agrees that, although the physical location or existence of certain pieces of the Key CCBCC Subject Equipment as reflected on the Closing Key CCBCC Subject Equipment Schedule may not be determinable, the failure of the CCBU Parties to locate or determine the existence of all such Key CCBCC Subject Equipment will not provide the basis of or result in a reduction of or adjustment to the Additional Consideration (except as otherwise provided in this Section 2.12(b)) or otherwise provide the basis of or result in a claim for indemnification under Article IX. Within ten (10) Business Days following the six (6) month anniversary of the delivery by the CCBCC Parties to the CCBU Parties of the Closing Key CCBCC Subject Equipment Schedule, the CCBU Parties shall deliver written notice to the CCBCC Parties (the "Missing CCBCC Equipment Notice") with the following information: (I) a list of each item of Key CCBCC Subject Equipment which the CCBU Parties have failed to locate or the existence of which the CCBU Parties have failed to determine (the "Missing CCBCC Equipment"), (II) the CCBCC Weighted Average Value of each item of Missing CCBCC Equipment, (III) a list of each other item of CCBCC Subject Equipment present at the location specified for an item of Missing CCBCC Equipment on the Closing Key CCBCC Subject Equipment Schedule, which list shall specify the location (outlet name and address along with outlet number), make, model and asset identification number for each such other item of CCBCC Subject Equipment, the date such item was observed and the name of the individual who made such observation, and (IV) a list of any CCBCC Substitute Subject Equipment that the CCBU Parties have located during the period following the Closing; provided, that the CCBU Parties may only provide one (1) Missing CCBCC Equipment Notice, which Missing CCBCC Equipment Notice may be adjusted pursuant to Section 2.12(b)(iii). The Missing CCBCC Equipment Notice will also include a calculation (the "CCBCC Threshold Calculation") of whether the total CCBCC Weighted Average Value of all Missing CCBCC Equipment included in the Missing CCBCC Equipment Notice exceeds five percent (5%) (the "CCBCC Subject Equipment Threshold")

of the total CCBCC Weighted Average Value of (x) all Key CCBCC Subject Equipment listed on the Closing Key CCBCC Subject Equipment Schedule plus (y) any CCBCC Substitute Subject Equipment. Notwithstanding anything to the contrary set forth in this Agreement, the provision of a Missing CCBCC Equipment Notice pursuant to this Section 2.12(b) and the rights of the CCBU Parties with respect thereto set forth in this Section 2.12(b) are the sole and exclusive remedy hereunder available to the CCBU Parties with respect to Missing CCBCC Equipment. In addition, between the date that the Closing Key CCBCC Subject Equipment Schedule is delivered by the CCBCC Parties to the CCBU Parties and the date that the corresponding Missing CCBCC Equipment Notice is delivered by the CCBU Parties to the CCBCC Parties, the CCBU Parties shall provide to the CCBCC Parties monthly written updates regarding the status of any Missing CCBCC Equipment by not later than twenty (20) Business Days after the end of each month. If and to the extent that the relocation within the CCBCC Territory of any CCBCC Substitute Subject Equipment is necessary (as determined by the CCBU Parties in their sole discretion), the CCBCC Parties will bear any out of pocket costs related to such relocation. Such CCBCC Substitute Subject Equipment will be free and clear of all Liens, except for Permitted Liens.

(iii) The CCBCC Parties shall have ninety (90) days following receipt of the Missing CCBCC Equipment Notice during which to notify the CCBU Parties of any dispute of any Missing CCBCC Equipment contained on the Missing CCBCC Equipment Notice (a "CCBCC Equipment Dispute Notice"). If the CCBCC Parties do not provide the CCBU Parties with a CCBCC Equipment Dispute Notice within such ninety (90) day period, the Missing CCBCC Equipment Notice prepared by the CCBU Parties shall be deemed to be final and will be conclusive and binding upon the parties hereto. If the CCBCC Parties do provide the CCBU Parties with a CCBCC Equipment Dispute Notice within such ninety (90) day period, then the CCBU Parties and the CCBCC Parties shall cooperate in good faith to resolve any such dispute as promptly as possible. If the total CCBCC Weighted Average Value of all of the Missing CCBCC Equipment set forth on the Missing CCBCC Equipment Notice and described in the CCBCC Threshold Calculation exceeds the CCBCC Subject Equipment Threshold (or if the resolution of the CCBCC Equipment Dispute Notice is that it exceeds the CCBCC Subject Equipment Threshold), the CCBCC Parties shall pay the CCBU Parties the dollar value (based on the CCBCC Agreed Replacement Value as of the Closing Date) of all of the Missing CCBCC Equipment (and not just the Missing CCBCC Equipment in excess of the CCBCC Subject Equipment Threshold) set forth on the Missing CCBCC Equipment Notice. If the total CCBCC Weighted Average Value of all of the Missing CCBCC Equipment set forth on the Missing CCBCC Equipment Notice and described in the CCBCC Threshold Calculation does not exceed the CCBCC Subject Equipment Threshold (or if the resolution of the CCBCC Equipment Dispute Notice is that it does not exceed the CCBCC Subject Equipment Threshold), the CCBCC Parties shall not be required to make any payments under this Section 2.12(b).

(iv) Notwithstanding anything set forth in this Section 2.12(b), if the parties have determined that the CCBCC Parties are required to pay the CCBU Parties with respect to Missing CCBCC Equipment in accordance with this Section 2.12(b), the parties agree that the CCBCC Parties shall, prior to paying any amounts under this Section 2.12(b), first attempt to substitute for pieces of the Missing CCBCC Equipment comparable pieces of cold drink and vending equipment from the CCBCC Parties' inventory (A) with a comparable CCBCC Agreed Replacement Value and in the same equipment category as the Missing CCBCC Equipment, and (B) in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted. If the CCBCC Parties are able to make any such substitution, they will transfer such substitute piece of equipment to the CCBU Parties free and clear of all Liens, except for Permitted Liens, and relocate such equipment to a location in the CCBCC Territory designated by the CCBU Parties at the sole cost and expense of the CCBCC Parties. If the CCBCC Parties substitute comparable pieces of cold drink and vending equipment from the CCBCC Parties' inventory for pieces of Missing CCBCC Equipment as described in this Section 2.12(b)(iv), then the amount that the CCBCC Parties are to pay to the CCBU Parties under Section 2.12(b)(iii) will be reduced by the CCBCC Agreed Replacement Value of such Missing CCBCC Equipment that is so substituted.

(v) The CCBU Parties shall provide the CCBCC Parties and their respective Representatives with reasonable access, during normal business hours, to the CCBU Parties' Representatives and such books and records as may be reasonably requested by the CCBCC Parties and their respective Representatives in order to verify the information contained in the Missing CCBCC Equipment Notice; provided, however, that such access shall not unreasonably interfere with the business or operations of the CCBU Parties. The CCBU Parties shall also provide the CCBCC Parties and their respective Representatives with access to the CCBU Parties' sales and service records for purposes of determining whether the CCBU Parties or any of their respective Affiliates has sold to or serviced any CCBCC Subject Equipment. The CCBU Parties hereby covenant and agree that they shall maintain and track the CCBCC asset tracking number for each item of CCBCC Subject Equipment as those utilized by the CCBCC Parties prior to the Closing.

Section 2.13 Withholding. Neither the CCBCC Parties nor the CCBU Parties shall deduct or withhold any amounts payable to the other hereunder without consulting with the other party prior to deducting or withholding any such amounts and each shall use reasonable best efforts to cooperate with the other party in minimizing or eliminating such amounts.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE CCBU PARTIES

Except as provided in the CCBU Disclosure Schedule delivered by the CCBU Parties to the CCBCC Parties on the date of this Agreement (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such CCBU Disclosure Schedule relates; provided, that any disclosure with respect to a Section or schedule of this Agreement shall be deemed to be disclosed for other Sections and schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or schedules would be reasonably apparent to a reader of such disclosure), the CCBU Parties jointly and severally represent and warrant to the CCBCC Parties as follows:

Section 3.01 Incorporation, Qualification and Authority of the CCBU Parties. Each of the CCBU Parties is a corporation or other organization duly incorporated or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation or organization and has all necessary corporate or other applicable power and authority to enter into, consummate the transactions contemplated by and carry out its obligations under this Agreement and the Companion Agreements. Each of the CCBU Parties has the corporate or other applicable power and authority to operate its business with respect to the CCBU Transferred Assets as now conducted and is duly qualified as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification material to the CCBU Transferred Assets, except for jurisdictions where the failure to be so qualified or in good standing has not or would not reasonably be expected to adversely affect either the CCBU Business in any material respect or such CCBU Party's ability to consummate the transactions contemplated by this Agreement. The execution and delivery by the CCBU Parties of this Agreement and the Companion Agreements and the consummation by the CCBU Parties of the transactions contemplated by, and the performance by the CCBU Parties under, this Agreement and the Companion Agreements have been duly authorized by all requisite corporate or other applicable action on the part of the CCBU Parties. This Agreement has been, and upon execution and delivery the Companion Agreements will be, duly executed and delivered by the CCBU Parties, and (assuming due authorization, execution and delivery by the CCBCC Parties and/or any Affiliate of the CCBCC Parties executing such Companion Agreement, if applicable) this Agreement constitutes, and upon execution and delivery the Companion Agreements will constitute, legal, valid and binding obligations of the CCBU Parties (as applicable), enforceable against the CCBU Parties (as applicable) in accordance with their terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.02 No Conflict. Provided that all consents, approvals, authorizations and other actions described in Section 3.03 have been obtained or taken, except as otherwise provided in this Article III and except as may result from any facts or circumstances relating to the CCBCC Parties or their Affiliates, the execution, delivery and performance by the CCBU Parties (as applicable) of this Agreement and the Companion Agreements and the consummation by the CCBU Parties (as applicable) of the transactions contemplated by this Agreement and the Companion Agreements do not and will not (a) violate or conflict with the Certificate of Incorporation or Bylaws or similar organizational or governing documents of any of the CCBU Parties, (b) conflict with or violate any Law or Governmental Order applicable to the CCBU Parties or the CCBU Transferred Assets or (c) result in any breach of, or constitute a default (or

event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the CCBU Transferred Assets pursuant to, any CCBU Material Contract, other than, with respect to the foregoing clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a material cost or result in a material disruption to the CCBU Business.

Section 3.03 Consents and Approvals. The execution and delivery by the CCBU Parties (as applicable) of this Agreement and the Companion Agreements do not, and the performance by the CCBU Parties (as applicable) of, and the consummation by the CCBU Parties (as applicable) of the transactions contemplated by, this Agreement and the Companion Agreements will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification would not (i) prevent or delay the consummation by the CCBU Parties (as applicable) of the transactions contemplated by, or the performance by the CCBU Parties (as applicable) of any of their material obligations under, this Agreement and the Companion Agreements or (ii) result in any material cost to the CCBU Business, (b) for customary recording of deeds, assignments of leases or similar real property instruments in the applicable public real estate records at or promptly following the Closing, (c) as may be necessary as a result of any facts or circumstances specifically relating to the CCBCC Parties or their Affiliates or (d) in connection, or in compliance with, the notification and waiting period requirements of the HSR Act, if applicable.

Section 3.04 Absence of Certain Changes or Events. Except as contemplated by this Agreement, from December 31, 2016 to the date of this Agreement, (a) the CCBU Parties have conducted the CCBU Business in the ordinary course of business consistent with past practices, (b) none of the CCBU Parties have taken any action which, if taken after the date of this Agreement, would require the consent of the CCBCC Parties pursuant to Section 5.01(a), and (c) there has not occurred any state of facts, event, change, condition, effect, circumstance or occurrence that has had, or would reasonably be expected to have, a CCBU Material Adverse Effect or that would materially impair or materially delay the ability of the CCBU Parties to consummate the transactions contemplated by, or to perform their obligations under, this Agreement or the Companion Agreements.

Section 3.05 Absence of Litigation. There are no material Actions pending or, to the Knowledge of the CCBU Parties, threatened against any of the CCBU Parties relating to the CCBU Transferred Assets or the CCBU Business or that seek to, or would reasonably be expected to, materially impair or delay the ability of a CCBU Party to consummate the transactions contemplated by, or to perform its obligations under, this Agreement and the Companion Agreements. During the past three (3) years, there has been no material Action instituted or threatened in writing against any of the CCBU Parties relating primarily to the CCBU Transferred Assets or the CCBU Business.

Section 3.06 Compliance with Laws. Excluding Environmental Laws and Governmental Orders arising under Environmental Laws (which are covered solely in Section 3.11), the CCBU Business is, and since December 31, 2013 has been, conducted in compliance with all applicable Laws in all material respects, and

no CCBU Party has been charged with, and no CCBU Party has received any written notice that it is under investigation with respect to, and, to the Knowledge of the CCBU Parties, no CCBU Party is otherwise now under investigation with respect to, any violation of any applicable Law or other requirement of a Governmental Authority with respect to the CCBU Business, the CCBU Transferred Assets or the CCBU Assumed Liabilities.

Section 3.07 Governmental Licenses and Permits.

(a) Excluding Environmental Permits (which are covered solely in Section 3.11), and except as has not had and would not reasonably be expected to result in material liability to the CCBU Business, the CCBU Parties hold all governmental qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations that are required for the operation of the CCBU Transferred Assets or the CCBU Business as conducted by the CCBU Parties (collectively, "CCBU Material Permits").

(b) Excluding Environmental Permits (which are covered solely in Section 3.11), none of the CCBU Parties is in default under or violation of any of the CCBU Material Permits in any material respect and, to the Knowledge of the CCBU Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension or revocation of, or prevent the renewal of, any such CCBU Material Permits.

Section 3.08 Assets.

(a) The CCBU Transferred Assets are owned by the CCBU Parties and their Affiliates free and clear of all Liens, except for Permitted Liens. The CCBU Parties or their Affiliates have good and marketable title to, or a valid leasehold interest in, all of the CCBU Transferred Assets.

(b) Except for the services provided under the Companion Agreements and general centralized administrative and corporate functions, as of the date hereof the CCBU Transferred Assets collectively constitute, and as of the date immediately prior to the Closing Date the CCBU Transferred Assets (as may be adjusted pursuant to Section 5.08(a)) collectively will constitute, all of the assets, properties, rights and interests necessary to operate the CCBU Business in the manner operated by the CCBU Parties from December 31, 2016 through the date of this Agreement and as of immediately prior to the Closing Date, respectively.

(c) All items of CCBU Tangible Personal Property and buildings, plants, improvements and other assets included in the CCBU Transferred Assets (i) are in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted, (ii) are usable in the ordinary course of business consistent with past practice and (iii) conform in all material respects to all Laws applicable thereto. Except for the CCBU Subject Equipment and equipment or property held by the CCBU Parties' customers, repair and service providers or others in the ordinary course of business consistent with past practices, all of the CCBU Tangible Personal Property included in the CCBU Transferred Assets is in the possession of the CCBU Parties or their Affiliates.

(d) (i) No individual identified in the definition of "Knowledge of the CCBU Parties" has received written notice that any CCBU Third Party Intellectual Property, or the use of such CCBU Third Party Intellectual Property in the CCBU Business infringes, violates or misappropriates the Intellectual Property of any other Person; and (ii) to the Knowledge of the CCBU Parties, excluding the CCBU Third Party Intellectual Property, the other CCBU Transferred Assets do not, and their use in the CCBU Business does not, otherwise infringe, violate or misappropriate the Intellectual Property of any other Person.

Section 3.09 Inventory. The inventory of the CCBU Business, as will be reflected on the CCBU Final Amounts Schedule, (a) is of a quality and quantity presently usable and saleable in the ordinary course of business consistent with past practice and (b) is valued on the books and records of the CCBU Parties at the lower of Cost or market on an average cost or a first in, first out basis.

Section 3.10 Real Property.

(a) Section 3.10(a) of the CCBU Disclosure Schedule lists the street address of each parcel of CCBU Owned Real Property. A CCBU Party or an Affiliate of the CCBU Parties has good and transferable title to all of the CCBU Owned Real Property free and clear of all Liens, except for Permitted Liens or Liens created by or through the CCBCC Parties or any of their Affiliates. There are no leases, licenses, or other occupancy agreements affecting the CCBU Owned Real Property, nor are there any tenants or occupants of the CCBU Owned Real Property with any rights thereto.

(b) Section 3.10(b) of the CCBU Disclosure Schedule lists the street address of each parcel of CCBU Leased Real Property and a list of all leases and occupancy agreements with respect to the CCBU Leased Real Property, together with a notation as to which parcels constitute "CCBU Critical Leased Property". The CCBU Parties have delivered to the CCBCC Parties a true, correct and complete copy of each such lease and occupancy agreement, together with all amendments thereto. A CCBU Party or an Affiliate of the CCBU Parties has a valid leasehold, usufruct or similar interest in the CCBU Leased Real Property, free and clear of all Liens except for Permitted Liens or Liens created by or through the CCBCC Parties or any of their Affiliates.

(c) To the Knowledge of the CCBU Parties, there are no condemnation or appropriation or similar proceedings pending or threatened against any of the CCBU Owned Real Property or the CCBU Leased Real Property (collectively, the "CCBU Real Property") or the improvements thereon.

(d) The CCBU Parties have not received written notice of the actual or pending imposition of any assessment against the CCBU Real Property for public improvements.

(e) The CCBU Parties have not received written notice from any Person within the past three (3) years of any default or breach under any covenant, condition, restriction, right of way, easement or license affecting the CCBU Real Property, or any portion thereof, that remains uncured, except where any failure to cure would not result in a material cost or disruption to the CCBU Business. Any easements and rights-of-way that serve the CCBU Real Property are valid and enforceable, in full force and effect and are not subject to any prior Liens (other than Permitted Liens) that could result in a forfeiture thereof, except where such invalidity, unenforceability, ineffectiveness or forfeiture would not result in a material cost or disruption to the CCBU Business.

(f) All applicable permits, licenses and other evidences of compliance that are required for the occupancy, operation and use of the CCBU Owned Real Property have been obtained and complied with, except where the failure to so obtain or comply would not result in any material cost to the CCBU Business.

(g) The CCBU Parties have not received written notice of any special assessments to be levied against the CCBU Real Property for which the CCBCC Parties would be responsible.

Section 3.11 Environmental Matters. Except as set forth on Section 3.11 of the CCBU Disclosure Schedule:

(a) The CCBU Parties are, and have been for the past three (3) years, operating the CCBU Business and the CCBU Transferred Assets in compliance in all material respects with all applicable Environmental Laws and Environmental Permits. No CCBU Party has received any written notice during the past three (3) years from any Governmental Authority alleging that such CCBU Party is not in compliance in any material respect with any Environmental Law or Environmental Permit in connection with its operation of the CCBU Business or the CCBU Transferred Assets.

(b) There are no pending or, to the Knowledge of the CCBU Parties, threatened Actions against any of the CCBU Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCBU Business or the CCBU Transferred Assets. During the past three (3) years, there have been no Actions instituted or, to the Knowledge of the CCBU Parties, threatened in writing against any of the CCBU Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCBU Business or the CCBU Transferred Assets.

(c) The CCBU Parties hold all material Environmental Permits that are required for the operation of the CCBU Transferred Assets or the CCBU Business. None of the CCBU Parties is in default under or violation of any of the Environmental Permits in any material respect and, to the Knowledge of the CCBU Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension of, or prevent the renewal of, any such Environmental Permits.

(d) No CCBU Party, nor to the Knowledge of the CCBU Parties, any other Person, has caused any Release of a Hazardous Substance at any of the CCBU Real Property in excess of a reportable quantity or which requires remediation, which Release remains unresolved.

(e) None of the CCBU Real Property is subject to any Lien in favor of any Governmental Authority for (i) material liability under any Environmental Laws or (ii) material costs incurred by a Governmental Authority in response to a Release or threatened Release of a Hazardous Substance.

(f) To the Knowledge of the CCBU Parties, none of the CCBU Real Property contains, and no CCBU Party, nor, to the Knowledge of the CCBU Parties, any other Person, has operated any (i) above-ground or underground storage tanks or (ii) landfills, surface impoundments or disposal areas at any of the CCBU Real Property. To the Knowledge of the CCBU Parties, none of the CCBU Real Property contains any (x) asbestos-containing material in any friable and damaged form or condition or (y) materials or equipment containing polychlorinated biphenyls.

(g) Notwithstanding anything in this Agreement to the contrary, the only representations and warranties of the CCBU Parties in this Agreement concerning environmental and human health and safety matters are set forth in this Section 3.11.

Section 3.12 Contracts.

(a) Section 3.12(a) of the CCBU Disclosure Schedule sets forth a true, correct and complete list as of the date hereof of the following written contracts and the material terms and conditions of the following oral contracts which relate, in each case, primarily to, or were primarily entered into in connection with, the CCBU Business, to which any CCBU Party is a party, and which are CCBU Assumed Contracts (the "CCBU Material Contracts") (other than the insurance policies set forth on Section 3.15 of the CCBU Disclosure Schedule and the CCBU Employee Plans):

(i) all contracts (excluding work orders, purchase orders and credit applications submitted in the ordinary course of business) that individually involve annual payments to or from a CCBU Party in excess of $25,000;

(ii) all contracts for the employment of any CCBU Business Employee or with respect to the equity compensation of any CCBU Business Employee, in each case, that is not terminable at-will;

(iii) all Collective Agreements;

(iv) all contracts imposing a Lien (other than a Permitted Lien) on any CCBU Transferred Asset;

(v) (A) all leases relating to the CCBU Leased Real Property and all other leases or licenses involving any properties or assets (whether real, personal or mixed, tangible or intangible) involving an annual commitment or payment of more than $125,000 individually by a CCBU Party, and any material oral leases to which any of the CCBU Parties is a party (if any) relating to the CCBU Leased Real Property, and (B) all leases relating to rolling stock or material handling equipment (including forklifts);

(vi) all contracts that limit or restrict the CCBU Business from engaging in any business or activity in any jurisdiction;

(vii) all contracts that contain exclusivity obligations or restrictions binding on the CCBU Business such that the CCBU Business is prohibited from engaging in any business or activity whether alone or with third parties, whether before or after the Closing, other than any contracts or agreements with respect to third-party licensed beverage brands that will terminate prior to the Closing without survival of any such exclusivity obligation or restriction;

(viii) all contracts for capital expenditures or the acquisition or construction of fixed assets, in each case, in excess of $25,000, whether individually or in the aggregate;

(ix) all contracts granting to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCBU Transferred Asset;

(x) all contracts that provide for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing or in connection with the transactions contemplated hereby;

(xi) all joint venture or partnership contracts, cooperative agreements and all other contracts providing for the sharing of any profits;

(xii) all contracts by which a CCBU Party licenses the CCBU Transferred Licensed Intellectual Property, other than contracts for commercially available, off-the-shelf computer software with a replacement cost or aggregate annual license and maintenance fee of less than $25,000;

(xiii) all contracts that contain any “most favored nation” (or equivalent) provision in favor of any CCBU Customer;

(xiv) all contracts with a Governmental Authority other than contracts with educational institutions administered by a Governmental Authority, including all Tax incentive agreements or similar agreements with respect to the CCBU Business with any Governmental Authority;

(xv) all contracts not made in the ordinary course of business that individually involve annual payments to or from a CCBU Party in excess of $25,000;

(xvi) all contracts that relate to the acquisition or disposition of any business or any material amount of stock, assets or real property;

(xvii) all contracts granting a CCBU Party rights to distribute, promote, market or sell any beverage or beverage product in the CCBU Territory, other than contracts regarding distribution, promotion, marketing and sale of the beverages and beverage products described on Section 7.01(d) of the CCBU Disclosure Schedule, the CCBU Comprehensive Beverage Agreement, or any contract with any CCBU Party or any of its Affiliates;

(xviii) all written contracts with any CCBU Party or any Affiliate of a CCBU Party granting a CCBU Party rights to distribute, promote, market or sell any beverage or beverage product in the CCBU Territory; and

(xix) all other contracts and leases involving annual payments to or from a CCBU Party in excess of $25,000 that are material to the CCBU Transferred Assets or to the operation of the CCBU Business.

(b) Section 3.12(b) of the CCBU Disclosure Schedule sets forth a true, correct and complete (i) list as of the date hereof of all CCBU Shared Contracts and (ii) list or general description as of the date hereof of any other goods or services that the CCBU Business receives or provides pursuant to any national or worldwide contract or agreement that relates to both the CCBU Business and the businesses retained by the CCBU Parties and/or their Affiliates that will not be available to the CCBCC Parties after the Closing on substantially the same terms as available to the CCBU Business prior to the Closing.

(c) Each CCBU Material Contract, CCBU Shared Contract and CCBU Specified Non-Transferring Contract is a legal, valid and binding obligation of a CCBU Party and, to the Knowledge of the CCBU Parties, of each other party to such CCBU Material Contract, CCBU Shared Contract, or CCBU Specified Non-Transferring Contract, as applicable, and each is enforceable against a CCBU Party and, to the Knowledge of the CCBU Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). None of the CCBU Parties nor, to the Knowledge of the CCBU Parties, any other party to a CCBU Material Contract, CCBU Shared Contract, or CCBU Specified Non-Transferring Contract is in material default or material breach or has failed, or as of the Closing will have failed, as applicable, to perform any material obligation under a CCBU Material Contract, CCBU Shared Contract or CCBU Specified Non-Transferring Contract, as applicable, and, to the Knowledge of the CCBU Parties, there does not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). None of the CCBU Parties has received any written notice of a

proposed termination, cancellation or non-renewal with respect to any CCBU Material Contract, CCBU Shared Contract, or CCBU Specified Non-Transferring Contract. It is understood that certain of the CCBU Material Contracts, CCBU Shared Contracts or CCBU Specified Non-Transferring Contracts may expire by their terms between the date of this Agreement and the Closing Date, and no such expiration will be considered a breach of any of the representations set forth in this Section 3.12(c). Each CCBU Material Contract that requires the consent of or notice to the other party thereto to avoid any breach, default or violation of such CCBU Material Contract in connection with the transactions contemplated hereby has been identified on Section 3.12(a) of the CCBU Disclosure Schedule with an asterisk.

(d) As of the Closing, each CCBU Pre-Closing Material Contract will be a legal, valid and binding obligation of a CCBU Party and, to the Knowledge of the CCBU Parties, of each other party to such CCBU Pre-Closing Material Contract, and, as of the Closing, each will be enforceable against a CCBU Party and, to the Knowledge of the CCBU Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). As of the Closing, none of the CCBU Parties nor, to the Knowledge of the CCBU Parties, any other party to a CCBU Pre-Closing Material Contract will be in material default or material breach or will have failed to perform any material obligation under a CCBU Pre-Closing Material Contract and, to the Knowledge of the CCBU Parties, as of the Closing, there will not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). As of the Closing, none of the CCBU Parties will have received any written notice of a proposed termination, cancellation or non-renewal with respect to any CCBU Pre-Closing Material Contract.

(e) The CCBU Parties have provided the CCBCC Parties with true, correct and complete copies of all CCBU Material Contracts and all portions of any CCBU Shared Contracts or CCBU Specified Non-Transferring Contracts that relate to the CCBU Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCBU Business) and all written modifications, amendments and supplements thereto and written waivers thereof, in each case, as of the date hereof.

Section 3.13 Employment Matters**.**

(a) The CCBU Parties have provided to the CCBCC Parties a complete and accurate list of the following information as of the date of this Agreement for each CCBU Business Employee: employer; job title; location; date of hiring; date of commencement of employment; and current compensation paid or payable. At least thirty (30) days prior to the Closing, the CCBU Parties will provide to the CCBCC Parties the following information as of immediately prior to the Closing (to the extent that such information

can be generated at least thirty (30) days prior to the Closing and as early prior to the Closing as reasonably practicable to the extent such information cannot be generated at least thirty (30) days prior to the Closing) for each CCBU Business Employee: service credit for purposes of vesting and eligibility to participate under any CCBU Employee Plan (including any vacation or other paid time off policy of the CCBU Parties). The parties agree and acknowledge that, due to the timing of the deliveries contemplated by the preceding sentence, and as a result of ordinary course personnel turnover, certain individuals who are identified as CCBU Business Employees in connection with the deliveries contemplated by the preceding sentence may not be CCBU Business Employees at the Closing, and certain individuals who are not identified as CCBU Business Employees in connection with the deliveries contemplated by the preceding sentence may be CCBU Business Employees at the Closing, and in no event will any resulting inaccuracies in any information delivered pursuant to this Section 3.13(a) be considered a breach of any provision of this Agreement.

(b) Except as set forth on Section 3.13(b) of the CCBU Disclosure Schedule, (i) none of the CCBU Business Employees is, or during the past two (2) years has been, represented by a union, labor organization or group (collectively, a "Union") that was either voluntarily recognized or certified by any labor relations board; (ii) none of the CCBU Business Employees is, or during the past two (2) years has been, a signatory to or bound by a Collective Agreement with any Union; (iii) to the Knowledge of the CCBU Parties, there are no currently filed petitions for representation with respect to the formation of a collective bargaining unit involving any of the CCBU Business Employees and no such petitions for representation have been filed or, to the Knowledge of the CCBU Parties, threatened in the past two (2) years; (iv) there is no unfair labor practice or labor arbitration proceeding brought by or on behalf of any of the CCBU Business Employees pending or, to the Knowledge of the CCBU Parties, threatened against the CCBU Parties and no such proceeding has been initiated or, to the Knowledge of the CCBU Parties, threatened in the past two (2) years; and (v) no labor dispute, walk out, strike, slowdown, hand billing, picketing, or work stoppage involving the CCBU Business Employees has occurred, is in progress or, to the Knowledge of the CCBU Parties, has been threatened in the past two (2) years.

Section 3.14 Employee Benefits Matters.

(a) Except as required by applicable Laws, the terms of a CCBU Employee Plan or the terms of the CCBU Employee Matters Agreement, there exists no obligation to make or provide any acceleration, vesting, increase in benefits, severance or termination payment to any CCBU Business Employee as a result of the transactions contemplated by this Agreement.

(b) Each employee health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe-benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by any CCBU Party for the CCBU Business Employees, other than plans

established pursuant to statute, is listed on Section 3.14(b) of the CCBU Disclosure Schedule (the "CCBU Employee Plans"). With respect to the CCBU Employee Plans, the CCBU Parties have provided the CCBCC Parties with (i) where the CCBU Employee Plan has not been reduced to writing, a summary of all material terms of such plan and (ii) where the CCBU Employee Plan has been reduced to writing, a summary plan description of such CCBU Employee Plan.

(c) No asset of any CCBU Party is subject to any Lien under ERISA associated with any CCBU Employee Plan, and no liability under Title IV or Section 302 of ERISA has been incurred by any CCBU Party or any ERISA Affiliate for which the CCBCC Parties could be liable as a result of the transactions contemplated by this Agreement.

(d) Each CCBU Employee Plan intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified and is the subject of a favorable determination or opinion letter issued by the IRS as to its qualified status under the Code or an application for such letter was timely filed within the applicable remedial amendment period and is pending, and, to the Knowledge of the CCBU Parties, no circumstances have occurred that would reasonably be expected to adversely affect the tax qualified status of any such CCBU Employee Plan.

(e) The CCBU Parties have complied in all material respects with the requirements of Section 4980B of the Code and Sections 601-608 of ERISA applicable to any CCBU Employee Plan that is a "group health plan" (within the meaning of Section 607(1) of ERISA).

Section 3.15 Insurance. Section 3.15 of the CCBU Disclosure Schedule sets forth a list of all material policies of insurance (currently carried or held within the last three (3) years) owned or held by the CCBU Parties primarily for the benefit of the CCBU Business or the CCBU Transferred Assets. The CCBU Parties maintain insurance with reputable insurers for the CCBU Business and the CCBU Transferred Assets consistent with past practices and in types and amounts that are reasonable. No notice of cancellation or termination or disallowance of any claim thereunder has been received with respect to any such policy as of the date hereof, all insurance policies and bonds with respect to the CCBU Business and the CCBU Transferred Assets are in full force and effect and will remain in full force and effect up to and including the time of the Closing (other than those that have been retired or expired in the ordinary course of business consistent with past practice) and all premiums thereon have been timely paid.

Section 3.16 Product Recalls. During the past three (3) years, there has not been, nor is there currently ongoing by any CCBU Party or any Affiliate of a CCBU Party, or to the Knowledge of the CCBU Parties, any Governmental Authority, any recall or post-sale warning in respect of any product of the CCBU Business in the CCBU Territory, except for recalls that have been reported to the U.S. Food and Drug Administration (the "US FDA") and have been completed in accordance with the US FDA's requirements. During the past three (3) years, none of the CCBU Parties or their Affiliates has received written notice of any material Action involving any product designed, manufactured, distributed or sold by or on behalf of the CCBU Business in the CCBU Territory resulting from an alleged defect in design or manufacture, any

alleged hazard or impurity, or any alleged failure to warn, or from any alleged breach of implied warranties or representations, or any alleged noncompliance with any Laws, other than immaterial notices or claims that have been settled or resolved by the CCBU Parties prior to the date of this Agreement.

(a) None of the products designed, manufactured, distributed or sold by or on behalf of the CCBU Business have been adulterated or misbranded by the CCBU Parties or their Affiliates within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the "FDC Act"), or the rules or regulations issued thereunder or any comparable state law, rule or regulation in a manner that had a CCBU Material Adverse Effect or are articles that may not be introduced into interstate commerce under the provisions of Sections 404 or 505 of the FDC Act. No CCBU Party or Affiliate of any CCBU Party has, at any time during the past three (3) years, (i) received any written notice from the US FDA or from comparable state governmental or regulatory body of any material violation of the FDC Act or of comparable state laws, rules or regulations regarding any products sold by the CCBU Business within the CCBU Territory, (ii) been the subject of any governmental or regulatory enforcement action or, to the Knowledge of the CCBU Parties, investigation action under the FDC Act, the rules and regulations thereunder or comparable state laws, rules or regulations with respect to any products sold within the CCBU Territory or (iii) undertaken any recall of products of the CCBU Business within the CCBU Territory that may have been adulterated, misbranded or otherwise made in violation of the FDC Act or the rules and regulations thereunder or comparable state laws, rules or regulations, except for recalls that have been reported to the US FDA and have been completed in accordance with US FDA's requirements.

Section 3.17 Transactions with Affiliates. (a) No officer or director of any CCBU Party, nor (b) any Person with whom any such officer or director has any direct or indirect relation by blood, marriage or adoption, or any entity in which any such person, owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than five percent (5%) of the stock of which is beneficially owned by all such persons in the aggregate), nor (c) any Affiliate of any of the foregoing or any current or former Affiliate of any CCBU Party has any interest in any contract, arrangement or understanding with, or relating to, the CCBU Business, the CCBU Transferred Assets or the CCBU Assumed Liabilities.

Section 3.18 Undisclosed Payments. No CCBU Party nor the officers or directors of any CCBU Party, nor anyone acting on behalf of any of them, has made or received any payments not correctly categorized and fully disclosed in the books and records of the CCBU Business in connection with or in any way relating to or affecting the CCBU Transferred Assets or the CCBU Business.

Section 3.19 Customer and Supplier Relations. Section 3.19 of the CCBU Disclosure Schedule contains a true, correct and complete list of the names and addresses of the CCBU Customers and the CCBU Suppliers, and the amount of sales to or purchases from each such CCBU Customer or CCBU Supplier, as applicable, during the twelve (12) month period ended on the date hereof. Except as set forth on Section 3.19 of the CCBU Disclosure Schedule, no CCBU Customer nor any CCBU Supplier has during the last twelve (12) months cancelled,

terminated or, to the Knowledge of the CCBU Parties, made any written threat to cancel or otherwise terminate any of its contracts with the CCBU Business or to materially decrease its usage or supply of the CCBU Business' services or products. Except as set forth on Section 3.19 of the CCBU Disclosure Schedule, to the Knowledge of the CCBU Parties, no CCBU Customer or CCBU Supplier may terminate or materially alter its business relations with the CCBU Business as a result of the transactions contemplated hereby.

Section 3.20 CCBU Financial Information.

(a) The data set forth on Section 3.20(a) of the CCBU Disclosure Schedule consists of components of (i) the unaudited balance sheet of the CCBU Business as of December 31, 2016, and (ii) the unaudited statement of income for the CCBU Business for the fiscal year then ended (collectively, the "CCBU 2016 Data"). The CCBU 2016 Data: (w) was prepared from the books and records of the CCBU Parties and their Affiliates, which books and records are complete in all material respects to the extent consistent with the operating models and methodologies discussed with and reviewed by the CCBCC Parties; (x) was derived from components of the audited, consolidated financial statements of CCBU for the same period (which reflect the consolidation of the subsidiaries of CCBU, including the other CCBU Parties), which were prepared in accordance with United States generally accepted accounting principles, consistently applied; (y) reflects reasonable assumptions and allocations of the CCBU Parties' and their Affiliates' respective businesses in North America made by the CCBU Parties in good faith after discussion with, and review by, the CCBCC Parties; and (z) to the Knowledge of the CCBU Parties, accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the CCBU Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCBU Disclosure Schedule, the costs and activities incurred or necessary to operate the CCBU Business in a manner consistent with the CCBU Parties' established policies, procedures and practices, and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the CCBU Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCBU Disclosure Schedule, the financial condition and results of the operations of the CCBU Business, subject, in the case of subsections (y) and (z), to certain agreed upon adjustments that are reflected in the CCBU 2016 Data.

(b) Section 3.20(b) of the CCBU Disclosure Schedule describes certain financial and other information used by the CCBU Parties to derive the CCBU 2016 Data (collectively, the "CCBU 2016 Additional Financial Information"). The CCBU 2016 Additional Financial Information is unaudited, has been prepared from the books and records of the CCBU Parties' and their Affiliates' respective businesses in North America and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods indicated, and subject to the assumptions set forth therein (including the allocations of purchase price, manufacturing and other applicable variances), the results of the operations of the CCBU Business from a gross profit perspective.

(c) To the Knowledge of the CCBU Parties, the CCBU 2016 Data accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein and subject to the reasonable assumptions and allocations of the CCBU Parties' and their Affiliates' respective businesses in North America made by the CCBU Parties in good faith after discussion with, and review by, the CCBCC Parties, the liabilities of the CCBU Business that are of the kind or type that would customarily be reflected or reserved against in a business entity's balance sheet.

(d) The CCBU Parties make no representation or warranty that the CCBU 2016 Data or the CCBU 2016 Additional Financial Information have been prepared in conformity with accounting principles and practices generally accepted in the United States of America, as amended from time to time, or any other generally accepted accounting principles.

Section 3.21 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from the CCBU Parties or their Affiliates in connection with the transfer of the CCBU Transferred Assets based upon arrangements made by or on behalf of the CCBU Parties or their Affiliates.

Section 3.22 Tax Matters. During the past three (3) years, the CCBU Parties have timely filed, or caused to be filed, all material Tax Returns required to be filed solely with respect to the CCBU Business or the CCBU Transferred Assets. All such Tax Returns are true, correct and complete in all material respects. The CCBU Parties have timely paid or caused to be paid all material Taxes due in connection with such Tax Returns or which are otherwise payable by the CCBU Parties with respect to the CCBU Business or the CCBU Transferred Assets. During the past three (3) years, no written claim has been made by any Governmental Authority in a jurisdiction where a Tax Return has not been filed with respect to the CCBU Business or the CCBU Transferred Assets that a material Tax is due in such jurisdiction. No material federal, state, local or foreign Tax audits or other proceedings (whether administrative or judicial) are presently in progress or pending, or to Knowledge of the CCBU Parties, threatened, with respect to any Taxes on the CCBU Business or the CCBU Transferred Assets, or Tax Returns of the CCBU Parties with respect to the CCBU Business or the CCBU Transferred Assets. During the past three (3) years, all Taxes that the CCBU Parties were required by Law to withhold or collect with respect to the CCBU Business or the CCBU Transferred Assets in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid over to the proper authorities to the extent due and payable, excluding, for the avoidance of doubt, any Taxes related to the transactions contemplated by this Agreement.

Section 3.23 Financial Ability. The CCBU Parties will have at the Closing the financial ability to consummate the transactions contemplated by this Agreement, and it shall not be a condition to the obligations of the CCBU Parties to consummate the transactions contemplated hereby that the CCBU Parties have sufficient funds for payment of the Additional Consideration, if payable by the CCBU Parties.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE CCBCC PARTIES

Except as provided in the CCBCC Disclosure Schedule delivered by the CCBCC Parties to the CCBU Parties on the date of this Agreement (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such CCBCC Disclosure Schedule relates; provided, that any disclosure with respect to a Section or schedule of this Agreement shall be deemed to be disclosed for other Sections and schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or schedules would be reasonably apparent to a reader of such disclosure), the CCBCC Parties jointly and severally represent and warrant to the CCBU Parties as follows:

Section 4.01 Incorporation, Qualification and Authority of the CCBCC Parties. Each of the CCBCC Parties is a corporation or other organization duly incorporated or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation or organization and has all necessary corporate or other applicable power and authority to enter into, consummate the transactions contemplated by and carry out its obligations under this Agreement and the Companion Agreements. Each of the CCBCC Parties has the corporate or other applicable power and authority to operate its business with respect to the CCBCC Transferred Assets as now conducted and is duly qualified as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification material to the CCBCC Transferred Assets, except for jurisdictions where the failure to be so qualified or in good standing has not or would not reasonably be expected to adversely affect either the CCBCC Business in any material respect or such CCBCC Party's ability to consummate the transactions contemplated by this Agreement. The execution and delivery by the CCBCC Parties of this Agreement and the Companion Agreements and the consummation by the CCBCC Parties of the transactions contemplated by, and the performance by the CCBCC Parties under, this Agreement and the Companion Agreements have been duly authorized by all requisite corporate or other applicable action on the part of the CCBCC Parties. This Agreement has been, and upon execution and delivery the Companion Agreements will be, duly executed and delivered by the CCBCC Parties, and (assuming due authorization, execution and delivery by the CCBU Parties and/or any Affiliate of the CCBU Parties executing such Companion Agreement, if applicable) this Agreement constitutes, and upon execution and delivery the Companion Agreements will constitute, legal, valid and binding obligations of the CCBCC Parties (as applicable), enforceable against the CCBCC Parties (as applicable) in accordance with their terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.02 No Conflict. Provided that all consents, approvals, authorizations and other actions described in Section 4.03 have been obtained or taken, except as otherwise provided in this Article IV and except as may result from any facts or circumstances relating to the CCBU Parties or their Affiliates, the execution, delivery and performance by the CCBCC Parties (as applicable) of this Agreement and the Companion Agreements and the consummation by the CCBCC Parties (as applicable) of the transactions contemplated by this Agreement and the Companion Agreements do not and will not (a) violate or conflict with the Certificate of Incorporation or Bylaws or similar organizational or governing documents of any of the CCBCC Parties, (b) conflict with or violate any Law or Governmental Order applicable to the CCBCC Parties or the CCBCC Transferred Assets or (c) result in any breach of, or constitute a default (or event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the CCBCC Transferred Assets pursuant to, any CCBCC Material Contract, other than, with respect to the foregoing clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a material cost or result in a material disruption to the CCBCC Business.

Section 4.03 Consents and Approvals. The execution and delivery by the CCBCC Parties (as applicable) of this Agreement and the Companion Agreements do not, and the performance by the CCBCC Parties (as applicable) of, and the consummation by the CCBCC Parties (as applicable) of the transactions contemplated by, this Agreement and the Companion Agreements will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification would not (i) prevent or delay the consummation by the CCBCC Parties (as applicable) of the transactions contemplated by, or the performance by the CCBCC Parties (as applicable) of any of their material obligations under, this Agreement and the Companion Agreements or (ii) result in any material cost to the CCBCC Business, (b) for customary recording of deeds, assignments of leases or similar real property instruments in the applicable public real estate records at or promptly following the Closing, (c) as may be necessary as a result of any facts or circumstances specifically relating to the CCBU Parties or their Affiliates or (d) in connection, or in compliance with, the notification and waiting period requirements of the HSR Act, if applicable.

Section 4.04 Absence of Certain Changes or Events. Except as contemplated by this Agreement, from December 31, 2016 to the date of this Agreement, (a) the CCBCC Parties have conducted the CCBCC Business in the ordinary course of business consistent with past practices, (b) none of the CCBCC Parties have taken any action which, if taken after the date of this Agreement, would require the consent of the CCBU Parties pursuant to Section 5.01(b), and (c) there has not occurred any state of facts, event, change, condition, effect, circumstance or occurrence that has had, or would reasonably be expected to have, a CCBCC Material Adverse Effect or that would materially impair or materially delay the ability of the CCBCC Parties to consummate the transactions contemplated by, or to perform their obligations under, this Agreement or the Companion Agreements.

Section 4.05 Absence of Litigation. There are no material Actions pending or, to the Knowledge of the CCBCC Parties, threatened against any of the CCBCC Parties relating to the CCBCC Transferred Assets or the CCBCC Business or that seek to, or would reasonably be

expected to, materially impair or delay the ability of a CCBCC Party to consummate the transactions contemplated by, or to perform its obligations under, this Agreement and the Companion Agreements. During the past three (3) years, there has been no material Action instituted or threatened in writing against any of the CCBCC Parties relating primarily to the CCBCC Transferred Assets or the CCBCC Business.

Section 4.06 Compliance with Laws. Excluding Environmental Laws and Governmental Orders arising under Environmental Laws (which are covered solely in Section 4.11), the CCBCC Business is, and since December 31, 2013 has been, conducted in compliance with all applicable Laws in all material respects, and no CCBCC Party has been charged with, and no CCBCC Party has received any written notice that it is under investigation with respect to, and, to the Knowledge of the CCBCC Parties, no CCBCC Party is otherwise now under investigation with respect to, any violation of any applicable Law or other requirement of a Governmental Authority with respect to the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities.

Section 4.07 Governmental Licenses and Permits.

(a) Excluding Environmental Permits (which are covered solely in Section 4.11), and except as has not had and would not reasonably be expected to result in material liability to the CCBCC Business, the CCBCC Parties hold all governmental qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations that are required for the operation of the CCBCC Transferred Assets or the CCBCC Business as conducted by the CCBCC Parties (collectively, "CCBCC Material Permits").

(b) Excluding Environmental Permits (which are covered solely in Section 4.11), none of the CCBCC Parties is in default under or violation of any of the CCBCC Material Permits in any material respect and, to the Knowledge of the CCBCC Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension or revocation of, or prevent the renewal of, any such CCBCC Material Permits.

Section 4.08 Assets.

(a) The CCBCC Transferred Assets are owned by the CCBCC Parties and their Affiliates free and clear of all Liens, except for Permitted Liens. The CCBCC Parties or their Affiliates have good and marketable title to, or a valid leasehold interest in, all of the CCBCC Transferred Assets.

(b) Except for the services provided under the Companion Agreements and general centralized administrative and corporate functions, as of the date hereof the CCBCC Transferred Assets collectively constitute, and as of the date immediately prior to the Closing Date the CCBCC Transferred Assets (as may be adjusted pursuant to Section 5.08(b)) collectively will constitute, all of the assets, properties, rights and interests necessary to operate the CCBCC Business in the manner operated by the CCBCC Parties from December 31, 2016 through the date of this Agreement and as of immediately prior to the Closing Date, respectively.

(c) All items of CCBCC Tangible Personal Property and buildings, plants, improvements and other assets included in the CCBCC Transferred Assets (i) are in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted, (ii) are usable in the ordinary course of business consistent with past practice and (iii) conform in all material respects to all Laws applicable thereto. Except for the CCBCC Subject Equipment and equipment or property held by the CCBCC Parties' customers, repair and service providers or others in the ordinary course of business consistent with past practices, all of the CCBCC Tangible Personal Property included in the CCBCC Transferred Assets is in the possession of the CCBCC Parties or their Affiliates.

(d) (i) No individual identified in the definition of "Knowledge of the CCBCC Parties" has received written notice that any CCBCC Third Party Intellectual Property, or the use of such CCBCC Third Party Intellectual Property in the CCBCC Business infringes, violates or misappropriates the Intellectual Property of any other Person; and (ii) to the Knowledge of the CCBCC Parties, excluding the CCBCC Third Party Intellectual Property, the other CCBCC Transferred Assets do not, and their use in the CCBCC Business does not, otherwise infringe, violate or misappropriate the Intellectual Property of any other Person.

Section 4.09 Inventory. The inventory of the CCBCC Business, as will be reflected on the CCBCC Final Amounts Schedule, (a) is of a quality and quantity presently usable and saleable in the ordinary course of business consistent with past practice and (b) is valued on the books and records of the CCBCC Parties at the lower of Cost or market on an average cost or a first in, first out basis.

Section 4.10 Real Property.

(a) Section 4.10(a) of the CCBCC Disclosure Schedule lists the street address of each parcel of CCBCC Owned Real Property. A CCBCC Party or an Affiliate of the CCBCC Parties has good and transferable title to all of the CCBCC Owned Real Property free and clear of all Liens, except for Permitted Liens or Liens created by or through the CCBU Parties or any of their Affiliates. There are no leases, licenses, or other occupancy agreements affecting the CCBCC Owned Real Property, nor are there any tenants or occupants of the CCBCC Owned Real Property with any rights thereto.

(b) Section 4.10(b) of the CCBCC Disclosure Schedule lists the street address of each parcel of CCBCC Leased Real Property and a list of all leases and occupancy agreements with respect to the CCBCC Leased Real Property, together with a notation as to which parcels constitute "CCBCC Critical Leased Property". The CCBCC Parties have delivered to the CCBU Parties a true, correct and complete copy of each such lease and occupancy agreement, together with all amendments thereto. A CCBCC Party or an Affiliate of the CCBCC Parties has a valid leasehold, usufruct or similar interest in the CCBCC Leased Real Property, free and clear of all Liens except for Permitted Liens or Liens created by or through the CCBU Parties or any of their Affiliates.

(c) To the Knowledge of the CCBCC Parties, there are no condemnation or appropriation or similar proceedings pending or threatened against any of the CCBCC Owned Real Property or the CCBCC Leased Real Property (collectively, the "CCBCC Real Property") or the improvements thereon.

(d) The CCBCC Parties have not received written notice of the actual or pending imposition of any assessment against the CCBCC Real Property for public improvements.

(e) The CCBCC Parties have not received written notice from any Person within the past three (3) years of any default or breach under any covenant, condition, restriction, right of way, easement or license affecting the CCBCC Real Property, or any portion thereof, that remains uncured, except where any failure to cure would not result in a material cost or disruption to the CCBCC Business. Any easements and rights-of-way that serve the CCBCC Real Property are valid and enforceable, in full force and effect and are not subject to any prior Liens (other than Permitted Liens) that could result in a forfeiture thereof, except where such invalidity, unenforceability, ineffectiveness or forfeiture would not result in a material cost or disruption to the CCBCC Business.

(f) All applicable permits, licenses and other evidences of compliance that are required for the occupancy, operation and use of the CCBCC Owned Real Property have been obtained and complied with, except where the failure to so obtain or comply would not result in any material cost to the CCBCC Business.

(g) The CCBCC Parties have not received written notice of any special assessments to be levied against the CCBCC Real Property for which the CCBU Parties would be responsible.

Section 4.11 Environmental Matters. Except as set forth on Section 4.11 of the CCBCC Disclosure Schedule:

(a) The CCBCC Parties are, and have been for the past three (3) years, operating the CCBCC Business and the CCBCC Transferred Assets in compliance in all material respects with all applicable Environmental Laws and Environmental Permits. No CCBCC Party has received any written notice during the past three (3) years from any Governmental Authority alleging that such CCBCC Party is not in compliance in any material respect with any Environmental Law or Environmental Permit in connection with its operation of the CCBCC Business or the CCBCC Transferred Assets.

(b) There are no pending or, to the Knowledge of the CCBCC Parties, threatened Actions against any of the CCBCC Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCBCC Business or the CCBCC Transferred Assets. During the past three (3) years, there have been no Actions instituted or, to the Knowledge of the CCBCC Parties, threatened in writing against any of the CCBCC Parties alleging or asserting any material violation of Environmental Law or any liability to investigate or remediate Hazardous Substances associated with the CCBCC Business or the CCBCC Transferred Assets.

(c) The CCBCC Parties hold all material Environmental Permits that are required for the operation of the CCBCC Transferred Assets or the CCBCC Business. None of the CCBCC Parties is in default under or violation of any of the Environmental Permits in any material respect and, to the Knowledge of the CCBCC Parties, there are no facts, conditions or circumstances that would reasonably be expected to result in the suspension of, or prevent the renewal of, any such Environmental Permits.

(d) No CCBCC Party, nor to the Knowledge of the CCBCC Parties, any other Person, has caused any Release of a Hazardous Substance at any of the CCBCC Real Property in excess of a reportable quantity or which requires remediation, which Release remains unresolved.

(e) None of the CCBCC Real Property is subject to any Lien in favor of any Governmental Authority for (i) material liability under any Environmental Laws or (ii) material costs incurred by a Governmental Authority in response to a Release or threatened Release of a Hazardous Substance.

(f) To the Knowledge of the CCBCC Parties, none of the CCBCC Real Property contains, and no CCBCC Party, nor, to the Knowledge of the CCBCC Parties, any other Person, has operated any (i) above-ground or underground storage tanks or (ii) landfills, surface impoundments or disposal areas at any of the CCBCC Real Property. To the Knowledge of the CCBCC Parties, none of the CCBCC Real Property contains any (x) asbestos-containing material in any friable and damaged form or condition or (y) materials or equipment containing polychlorinated biphenyls.

(g) Notwithstanding anything in this Agreement to the contrary, the only representations and warranties of the CCBCC Parties in this Agreement concerning environmental and human health and safety matters are set forth in this Section 4.11.

Section 4.12 Contracts.

(a) Section 4.12(a) of the CCBCC Disclosure Schedule sets forth a true, correct and complete list as of the date hereof of the following written contracts and the material terms and conditions of the following oral contracts, which relate, in each case, primarily to, or were primarily entered into in connection with, the CCBCC Business, to which any CCBCC Party is a party, and which are CCBCC Assumed Contracts (the "CCBCC Material Contracts") (other than the insurance policies set forth on Section 4.15 of the CCBCC Disclosure Schedule and the CCBCC Employee Plans):

(i) all contracts (excluding work orders, purchase orders and credit applications submitted in the ordinary course of business) that individually involve annual payments to or from a CCBCC Party in excess of $25,000;

(ii) all contracts for the employment of any CCBCC Business Employee or with respect to the equity compensation of any CCBCC Business Employee, in each case, that is not terminable at-will;

(iii) all Collective Agreements;

(iv) all contracts imposing a Lien (other than a Permitted Lien) on any CCBCC Transferred Asset;

(v) (A) all leases relating to the CCBCC Leased Real Property and all other leases or licenses involving any properties or assets (whether real, personal or mixed, tangible or intangible) involving an annual commitment or payment of more than $125,000 individually by a CCBCC Party, and any material oral leases to which any of the CCBCC Parties is a party (if any) relating to the CCBCC Leased Real Property, and (B) all leases relating to rolling stock or material handling equipment (including forklifts);

(vi) all contracts that limit or restrict the CCBCC Business from engaging in any business or activity in any jurisdiction;

(vii) all contracts that contain exclusivity obligations or restrictions binding on the CCBCC Business such that the CCBCC Business is prohibited from engaging in any business or activity whether alone or with third parties, whether before or after the Closing, other than any contracts or agreements with respect to third-party licensed beverage brands that will terminate prior to the Closing without survival of any such exclusivity obligation or restriction;

(viii) all contracts for capital expenditures or the acquisition or construction of fixed assets, in each case, in excess of $25,000, whether individually or in the aggregate;

(ix) all contracts granting to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCBCC Transferred Asset;

(x) all contracts that provide for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing or in connection with the transactions contemplated hereby;

(xi) all joint venture or partnership contracts, cooperative agreements and all other contracts providing for the sharing of any profits;

(xii) all contracts by which a CCBCC Party licenses the CCBCC Transferred Licensed Intellectual Property, other than contracts for commercially available, off-the-shelf computer software with a replacement cost or aggregate annual license and maintenance fee of less than $25,000;

(xiii) all contracts that contain any "most favored nation" (or equivalent) provision in favor of any CCBCC Customer;

(xiv) all contracts with a Governmental Authority other than contracts with educational institutions administered by a Governmental Authority, including all Tax incentive agreements or similar agreements with respect to the CCBCC Business with any Governmental Authority;

(xv) all contracts not made in the ordinary course of business that individually involve annual payments to or from a CCBCC Party in excess of $25,000;

(xvi) all contracts that relate to the acquisition or disposition of any business or any material amount of stock, assets or real property;

(xvii) all contracts granting a CCBCC Party rights to distribute, promote, market or sell any beverage or beverage product in the CCBCC Territory, other than contracts regarding distribution, promotion, marketing and sale of the beverages and beverage products described on Section 7.01(e) of the CCBCC Disclosure Schedule, the CCBCC Comprehensive Beverage Agreement, or any contract with any CCBCC Party or any of its Affiliates;

(xviii) all written contracts with any CCBCC Party or any Affiliate of a CCBCC Party granting a CCBCC Party rights to distribute, promote, market or sell any beverage or beverage product in the CCBCC Territory; and

(xix) all other contracts and leases involving annual payments to or from a CCBCC Party in excess of $25,000 that are material to the CCBCC Transferred Assets or to the operation of the CCBCC Business.

(b) Section 4.12(b) of the CCBCC Disclosure Schedule sets forth a true, correct and complete (i) list as of the date hereof of all CCBCC Shared Contracts and (ii) list or general description as of the date hereof of any other goods or services that the CCBCC Business receives or provides pursuant to any national or worldwide contract or agreement that relates to both the CCBCC Business and the businesses retained by the CCBCC Parties and/or their Affiliates that will not be available to the CCBU Parties after the Closing on substantially the same terms as available to the CCBCC Business prior to the Closing.

(c) Each CCBCC Material Contract, CCBCC Shared Contract and CCBCC Specified Non-Transferring Contract is a legal, valid and binding obligation of a CCBCC Party and, to the Knowledge of the CCBCC Parties, of each other party to such CCBCC Material Contract, CCBCC Shared Contract, or CCBCC Specified Non-Transferring Contract, as applicable, and each is enforceable against a CCBCC Party and, to the Knowledge of the CCBCC Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws

regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). None of the CCBCC Parties nor, to the Knowledge of the CCBCC Parties, any other party to a CCBCC Material Contract, CCBCC Shared Contract, or CCBCC Specified Non-Transferring Contract is in material default or material breach or has failed, or as of the Closing will have failed, as applicable, to perform any material obligation under a CCBCC Material Contract, CCBCC Shared Contract or CCBCC Specified Non-Transferring Contract, as applicable, and, to the Knowledge of the CCBCC Parties, there does not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). None of the CCBCC Parties has received any written notice of a proposed termination, cancellation or non-renewal with respect to any CCBCC Material Contract, CCBCC Shared Contract, or CCBCC Specified Non-Transferring Contract. It is understood that certain of the CCBCC Material Contracts, CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts may expire by their terms between the date of this Agreement and the Closing Date, and no such expiration will be considered a breach of any of the representations set forth in this Section 4.12(c). Each CCBCC Material Contract that requires the consent of or notice to the other party thereto to avoid any breach, default or violation of such CCBCC Material Contract in connection with the transactions contemplated hereby has been identified on Section 4.12(a) of the CCBCC Disclosure Schedule with an asterisk.

(d) As of the Closing, each CCBCC Pre-Closing Material Contract will be a legal, valid and binding obligation of a CCBCC Party and, to the Knowledge of the CCBCC Parties, of each other party to such CCBCC Pre-Closing Material Contract, and, as of the Closing, each will be enforceable against a CCBCC Party and, to the Knowledge of the CCBCC Parties, each such other party in accordance with its terms (except in each case as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, and subject to the limitations imposed by general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity). As of the Closing, none of the CCBCC Parties nor, to the Knowledge of the CCBCC Parties, any other party to a CCBCC Pre-Closing Material Contract will be in material default or material breach or will have failed to perform any material obligation under a CCBCC Pre-Closing Material Contract and, to the Knowledge of the CCBCC Parties, as of the Closing, there will not exist any event, condition or omission that would constitute such a material breach or material default (whether by lapse of time or notice or both). As of the Closing, none of the CCBCC Parties will have received any written notice of a proposed termination, cancellation or non-renewal with respect to any CCBCC Pre-Closing Material Contract.

(e) The CCBCC Parties have provided the CCBU Parties with true, correct and complete copies of all CCBCC Material Contracts and all portions of any CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts that relate to the CCBCC Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCBCC Business) and all written modifications, amendments and supplements thereto and written waivers thereof, in each case, as of the date hereof.

Section 4.13 Employment Matters**.**

(a) The CCBCC Parties have provided to the CCBU Parties a complete and accurate list of the following information as of the date of this Agreement for each CCBCC Business Employee: employer; job title; location; date of hiring; date of commencement of employment; and current compensation paid or payable. At least thirty (30) days prior to the Closing, the CCBCC Parties will provide to the CCBU Parties the following information as of immediately prior to the Closing (to the extent that such information can be generated at least thirty (30) days prior to the Closing and as early prior to the Closing as reasonably practicable to the extent that such information cannot be generated at least thirty (30) days prior to the Closing) for each CCBCC Business Employee: service credit for purposes of vesting and eligibility to participate under any CCBCC Employee Plan (including any vacation policy or other paid time off policy of the CCBCC Parties). The parties agree and acknowledge that, due to the timing of the deliveries contemplated by the preceding sentence, and as a result of ordinary course personnel turnover, certain individuals who are identified as CCBCC Business Employees in connection with the deliveries contemplated by the preceding sentence may not be CCBCC Business Employees at the Closing, and certain individuals who are not identified as CCBCC Business Employees in connection with the deliveries contemplated by the preceding sentence may be CCBCC Business Employees at the Closing, and in no event will any resulting inaccuracies in any information delivered pursuant to this Section 4.13(a) be considered a breach of any provision of this Agreement.

(b) Except as set forth on Section 4.13(b) of the CCBCC Disclosure Schedule, (i) none of the CCBCC Business Employees is, or during the past two (2) years has been, represented by a Union that was either voluntarily recognized or certified by any labor relations board; (ii) none of the CCBCC Business Employees is, or during the past two (2) years has been, a signatory to or bound by a Collective Agreement with any Union; (iii) to the Knowledge of the CCBCC Parties, there are no currently filed petitions for representation with respect to the formation of a collective bargaining unit involving any of the CCBCC Business Employees and no such petitions for representation have been filed or, to the Knowledge of the CCBCC Parties, threatened in the past two (2) years; (iv) there is no unfair labor practice or labor arbitration proceeding brought by or on behalf of any of the CCBCC Business Employees pending or, to the Knowledge of the CCBCC Parties, threatened against the CCBCC Parties and no such proceeding has been initiated or, to the Knowledge of the CCBCC Parties, threatened in the past two (2) years; and (v) no labor dispute, walk out, strike, slowdown, hand billing, picketing, or work stoppage involving the CCBCC Business Employees has occurred, is in progress or, to the Knowledge of the CCBCC Parties, has been threatened in the past two (2) years.

Section 4.14 Employee Benefits Matters.

(a) Except as required by applicable Laws or the terms of a CCBCC Employee Plan or the terms of the CCBCC Employee Matters Agreement, there exists no obligation to make or provide any acceleration, vesting, increase in benefits, severance or termination payment to any CCBCC Business Employee as a result of the transactions contemplated by this Agreement.

(b) Each employee health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe-benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by any CCBCC Party for the CCBCC Business Employees, other than plans established pursuant to statute, is listed on Section 4.14(b) of the CCBCC Disclosure Schedule (the "CCBCC Employee Plans"). With respect to the CCBCC Employee Plans, the CCBCC Parties have provided the CCBU Parties with (i) where the CCBCC Employee Plan has not been reduced to writing, a summary of all material terms of such plan and (ii) where the CCBCC Employee Plan has been reduced to writing, a summary plan description of such CCBCC Employee Plan.

(c) No asset of any CCBCC Party is subject to any Lien under ERISA associated with any CCBCC Employee Plan, and no liability under Title IV or Section 302 of ERISA has been incurred by any CCBCC Party or any ERISA Affiliate for which the CCBU Parties could be liable as a result of the transactions contemplated by this Agreement.

(d) Each CCBCC Employee Plan intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified and is the subject of a favorable determination or opinion letter issued by the IRS as to its qualified status under the Code or an application for such letter was timely filed within the applicable remedial amendment period and is pending, and, to the Knowledge of the CCBCC Parties, no circumstances have occurred that would reasonably be expected to adversely affect the tax qualified status of any such CCBCC Employee Plan.

(e) The CCBCC Parties have complied in all material respects with the requirements of Section 4980B of the Code and Sections 601-608 of ERISA applicable to any CCBCC Employee Plan that is a "group health plan" (within the meaning of Section 607(1) of ERISA).

Section 4.15 Insurance. Section 4.15 of the CCBCC Disclosure Schedule sets forth a list of all material policies of insurance (currently carried or held within the last three (3) years) owned or held by the CCBCC Parties primarily for the benefit of the CCBCC Business or the CCBCC Transferred Assets. The CCBCC Parties maintain insurance with reputable insurers for the CCBCC Business and the CCBCC Transferred Assets consistent with past practices and in types and amounts that are reasonable. No notice of cancellation or termination or disallowance of any claim thereunder has been received with respect to any such policy as of the date hereof, all insurance policies and bonds with respect to the CCBCC Business and the CCBCC Transferred Assets are in full force and effect and will remain in full force and effect up to and including the time of the Closing (other than those that have been retired or expired in the ordinary course of business consistent with past practice) and all premiums thereon have been timely paid.

Section 4.16 Product Recalls.

(a) During the past three (3) years, there has not been, nor is there currently ongoing by any CCBCC Party or any Affiliate of a CCBCC Party, or to the Knowledge of the CCBCC Parties, any Governmental Authority, any recall or post-sale warning in respect of any product of the CCBCC Business in the CCBCC Territory, except for recalls that have been reported to the US FDA and have been completed in accordance with the US FDA's requirements. During the past three (3) years, none of the CCBCC Parties or their Affiliates has received written notice of any material Action involving any product designed, manufactured, distributed or sold by or on behalf of the CCBCC Business in the CCBCC Territory resulting from an alleged defect in design or manufacture, any alleged hazard or impurity, or any alleged failure to warn, or from any alleged breach of implied warranties or representations, or any alleged noncompliance with any Laws, other than immaterial notices or claims that have been settled or resolved by the CCBCC Parties prior to the date of this Agreement.

(b) None of the products designed, manufactured, distributed or sold by or on behalf of the CCBCC Business have been adulterated or misbranded by the CCBCC Parties or their Affiliates within the meaning of the FDC Act, or the rules or regulations issued thereunder or any comparable state law, rule or regulation in a manner that had a CCBCC Material Adverse Effect or are articles that may not be introduced into interstate commerce under the provisions of Sections 404 or 505 of the FDC Act. No CCBCC Party or any Affiliate of a CCBCC Party has, at any time during the past three (3) years, (i) received any written notice from the US FDA or from comparable state governmental or regulatory body of any material violation of the FDC Act or of comparable state laws, rules or regulations regarding any products sold by the CCBCC Business within the CCBCC Territory, (ii) been the subject of any governmental or regulatory enforcement action or, to the Knowledge of the CCBCC Parties, investigation action under the FDC Act, the rules and regulations thereunder or comparable state laws, rules or regulations with respect to any products sold within the CCBCC Territory or (iii) undertaken any recall of products of the CCBCC Business within the CCBCC Territory that may have been adulterated, misbranded or otherwise made in violation of the FDC Act or the rules and regulations thereunder or comparable state laws, rules or regulations, except for recalls that have been reported to the US FDA and have been completed in accordance with US FDA's requirements.

Section 4.17 Transactions with Affiliates. (a) No officer or director of any CCBCC Party, nor (b) any Person with whom any such officer or director has any direct or indirect relation by blood, marriage or adoption, or any entity in which any such person, owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than five percent (5%) of the stock of which is beneficially owned by all such persons in the aggregate), nor (c) any Affiliate of any of the foregoing or any current or former Affiliate of any CCBCC Party has any interest in any contract, arrangement or understanding with, or relating to, the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities.

Section 4.18 Undisclosed Payments. No CCBCC Party nor the officers or directors of any CCBCC Party, nor anyone acting on behalf of any of them, has made or received any payments not correctly categorized and fully disclosed in the books and records of the CCBCC Business in connection with or in any way relating to or affecting the CCBCC Transferred Assets or the CCBCC Business.

Section 4.19 Customer and Supplier Relations. Section 4.19 of the CCBCC Disclosure Schedule contains a true, correct and complete list of the names and addresses of the CCBCC Customers and the CCBCC Suppliers, and the amount of sales to or purchases from each such CCBCC Customer or CCBCC Supplier, as applicable, during the twelve (12) month period ended on the date hereof. Except as set forth on Section 4.19 of the CCBCC Disclosure Schedule, no CCBCC Customer nor any CCBCC Supplier has during the last twelve (12) months cancelled, terminated or, to the Knowledge of the CCBCC Parties, made any written threat to cancel or otherwise terminate any of its contracts with the CCBCC Business or to materially decrease its usage or supply of the CCBCC Business' services or products. Except as set forth on Section 4.19 of the CCBCC Disclosure Schedule, to the Knowledge of the CCBCC Parties no CCBCC Customer or CCBCC Supplier may terminate or materially alter its business relations with the CCBCC Business as a result of the transactions contemplated hereby.

Section 4.20 CCBCC Financial Information.

(a) The data set forth on Section 4.20(a) of the CCBCC Disclosure Schedule consists of components of (i) the unaudited balance sheet of the CCBCC Business as of January 1, 2017, and (ii) the unaudited statement of income for the CCBCC Business for the fiscal year then ended (collectively, the "CCBCC 2016 Data"). The CCBCC 2016 Data: (w) was prepared from the books and records of the CCBCC Parties and their Affiliates, which books and records are complete in all material respects to the extent consistent with the operating models and methodologies discussed with and reviewed by the CCBU Parties; (x) was derived from components of the audited, consolidated financial statements of CCBCC for the same period (which reflect the consolidation of the subsidiaries of CCBCC, including the other CCBCC Parties), which were prepared in accordance with United States generally accepted accounting principles, consistently applied; (y) reflects reasonable assumptions and allocations of the CCBCC Parties' and their Affiliates' respective businesses in North America made by the CCBCC Parties in good faith after discussion with, and review by, the CCBU Parties; and (z) to the Knowledge of the CCBCC Parties, accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the adjustments contemplated by the CCBCC Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCBCC Disclosure Schedule, the costs and activities incurred or necessary to operate the CCBCC Business in a manner consistent with the CCBCC Parties' established policies, procedures and practices, and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein, the

adjustments contemplated by the CCBCC Agreed Financial Methodology and any adjustments or modifications that are ultimately reflected in the "effects schedule" described in Section A of the CCBCC Disclosure Schedule, the financial condition and results of the operations of the CCBCC Business subject, in the case of subsections (y) and (z), to certain agreed upon adjustments that are reflected in the CCBCC 2016 Data.

(b) Section 4.20(b) of the CCBCC Disclosure Schedule describes certain financial and other information used by the CCBCC Parties to derive the CCBCC 2016 Data (collectively, the "CCBCC 2016 Additional Financial Information"). The CCBCC 2016 Additional Financial Information is unaudited, has been prepared from the books and records of the CCBCC Parties' and their Affiliates' respective businesses in North America and fairly and accurately presents, in all material respects, as of the dates therein specified and for the periods indicated, and subject to the assumptions set forth therein (including the allocations of purchase price, manufacturing and other applicable variances), the results of the operations of the CCBCC Business from a gross profit perspective.

(c) To the Knowledge of the CCBCC Parties, the CCBCC 2016 Data accurately reflects in all material respects, as of the dates therein specified and for the periods therein indicated, and subject to the assumptions set forth therein and subject to the reasonable assumptions and allocations of the CCBCC Parties' and their Affiliates' respective businesses in North America made by the CCBCC Parties in good faith after discussion with, and review by, the CCBU Parties, the liabilities of the CCBCC Business that are of the kind or type that would customarily be reflected or reserved against in a business entity's balance sheet.

(d) The CCBCC Parties make no representation or warranty that the CCBCC 2016 Data or the CCBCC 2016 Additional Financial Information have been prepared in conformity with accounting principles and practices generally accepted in the United States of America, as amended from time to time, or any other generally accepted accounting principles.

Section 4.21 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from the CCBCC Parties or their Affiliates in connection with the transfer of the CCBCC Transferred Assets based upon arrangements made by or on behalf of the CCBCC Parties or their Affiliates.

Section 4.22 Tax Matters. During the past three (3) years, the CCBCC Parties have timely filed, or caused to be filed, all material Tax Returns required to be filed solely with respect to the CCBCC Business or CCBCC Transferred Assets. All such Tax Returns are true, correct and complete in all material respects. The CCBCC Parties have timely paid or caused to be paid all material Taxes due in connection with such Tax Returns or which are otherwise payable by the CCBCC Parties with respect to the CCBCC Business or the CCBCC Transferred Assets. During the past three (3) years, no written claim has been made by any Governmental Authority in a jurisdiction where a Tax Return has not been filed with respect to the CCBCC Business or the CCBCC Transferred Assets that a material Tax is due in such jurisdiction. No material federal, state, local or foreign Tax audits or other proceedings (whether administrative

or judicial) are presently in progress or pending, or to Knowledge of the CCBCC Parties, threatened, with respect to any Taxes on the CCBCC Business or the CCBCC Transferred Assets, or Tax Returns of the CCBCC Parties with respect to the CCBCC Business or the CCBCC Transferred Assets. During the past three (3) years, all Taxes that the CCBCC Parties were required by Law to withhold or collect with respect to the CCBCC Business or the CCBCC Transferred Assets in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid over to the proper authorities to the extent due and payable, excluding, for the avoidance of doubt, any Taxes related to the transactions contemplated by this Agreement.

Section 4.23 Financial Ability. The CCBCC Parties will have at the Closing the financial ability to consummate the transactions contemplated by this Agreement, and it shall not be a condition to the obligations of the CCBCC Parties to consummate the transactions contemplated hereby that the CCBCC Parties have sufficient funds for payment of the Additional Consideration, if payable by the CCBCC Parties.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.01 Conduct of the CCBU Business and the CCBCC Business Prior to the Closing.

(a) Except as otherwise specifically permitted or required by this Agreement or the Companion Agreements and except for matters identified in Section 5.01(a) of the CCBU Disclosure Schedule, from the date of this Agreement through the Closing, unless CCBCC otherwise consents in advance in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the CCBU Parties will (x) conduct the CCBU Business in the ordinary course of business consistent with past practice, including by making investments and expenditures, both operating and capital, with respect to the acquisition and maintenance of equipment and facilities that are comparable to the CCBU Parties' historic levels, (y) use reasonable best efforts to maintain and preserve intact their business organizations (in respect of the CCBU Business only) and (z) not do any of the following (in respect of the CCBU Business only):

(i) except in the ordinary course of business or to evidence Liens referred to in Sections 3.02 and 3.08, grant any Lien (other than granting or suffering to exist a Permitted Lien) on any CCBU Transferred Asset (whether tangible or intangible);

(ii) sell, transfer, lease, mortgage, sublease or otherwise dispose of any CCBU Real Property or any material asset included within the CCBU Transferred Assets, other than sales of finished goods inventories in the ordinary course of business; provided, however, that the CCBU Parties shall not enter into any bulk lease or purchase of rolling stock with respect to the CCBU Territory prior to the Closing without the prior written consent of the CCBCC Parties (which consent shall not be unreasonably withheld, delayed or conditioned);

(iii) make any commitments with respect to capital expenditures in excess of $100,000 with respect to any individual item or project or in excess of $1,000,000 in the aggregate with respect to all capital expenditures, except for (A) capital expenditures set forth on Section 5.01(a) of the CCBU Disclosure Schedule and (B) expenditures or commitments necessary to rectify matters relating to emergencies or life and safety or quality matters with respect to which the CCBU Parties shall notify the CCBCC Parties in writing within thirty (30) days after making;

(iv) fail to exercise any rights of renewal with respect to any material CCBU Leased Real Property that by its terms would otherwise expire, provided that the parties hereto will in good faith consult and cooperate with one another in connection therewith and, if so directed by the CCBCC Parties, the CCBU Parties will not renew any such lease for such material CCBU Leased Real Property, provided, further, that if the CCBCC Parties request any CCBU Party to not renew any lease with respect to material CCBU Leased Real Property, then any direct costs and expenses with respect to the failure to renew any such lease, including direct costs and expenses related to relocating any assets at such CCBU Leased Real Property to a comparable location within the CCBU Territory, will be paid by the parties hereto as specified in Section 5.01(a) of the CCBU Disclosure Schedule;

(v) fail to perform in all material respects all of its obligations under all CCBU Material Contracts, CCBU Shared Contracts and CCBU Specified Non-Transferring Contracts;

(vi) purchase, lease, license or otherwise acquire any real or tangible property that costs more than $100,000 individually or $1,000,000 in the aggregate, other than in the ordinary course of business consistent with past practice and other than for capital expenditures which are addressed in subsection (a)(iii) above;

(vii) settle any Action involving any payment in excess of $50,000 or enter into any settlement agreement that would be binding on the CCBU Business or CCBU Transferred Assets after the Closing;

(viii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or recapitalization with respect to the CCBU Business or otherwise involving the CCBU Transferred Assets;

(ix) voluntarily permit any material insurance policy insuring any CCBU Transferred Asset naming any CCBU Party as a beneficiary or a loss payee to be canceled or terminated without giving notice to the CCBCC Parties, except policies that are replaced without diminution of or gaps in coverage;

(x) except as otherwise provided in the CCBU Employee Matters Agreement, change the duties and responsibilities of any CCBU Business Employee so that such person's duties would no longer be related primarily to the CCBU Business;

(xi) enter into any non-compete, non-solicit or similar restrictive agreement binding on the CCBU Business;

(xii) enter into any joint venture, partnership or similar arrangement with respect to the CCBU Business;

(xiii) dispose of or disclose to any Person any trade secret, formula, process, technology, know-how or confidential information related to the CCBU Business not heretofore a matter of public knowledge;

(xiv) fail to maintain supplies and inventory related to the CCBU Business at levels in the ordinary course of business consistent with past practices;

(xv) in any material respect, and except as otherwise provided in the CCBU Employee Matters Agreement, (A) grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable to any CCBU Business Employee, including any increase or change pursuant to any CCBU Employee Plan or (B) establish or increase or promise to increase any benefits under any CCBU Employee Plan, in either case except as required by Law or any contract or involving ordinary course increases or annual merit increases, including any changes to pension or other benefits that are applicable to the employees of the CCBU Business and CCBU generally;

(xvi) fail to pay all Taxes of the CCBU Business when due;

(xvii) cancel any material claims or amend, terminate or waive any material rights constituting CCBU Transferred Assets;

(xviii) enter into any contract that (A) contains any exclusivity obligations or similar restrictions binding on the CCBU Business such that the CCBU Business is prohibited from engaging in any business or activity whether alone or with third parties, other than any contracts or agreements with respect to third-party licensed beverage brands, provided that the CCBU Parties shall discuss with and obtain the prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) of the CCBCC Parties prior to entering into any contract or agreement with respect to third-party licensed beverage brands in the CCBU Territory that will not terminate prior to the Closing without survival of any such exclusivity obligation or restriction; (B) grants to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCBU Transferred Asset, other than in the ordinary course of business, or (C) contains a "most favored nation" (or equivalent) provision in favor of any CCBU Customer;

(xix) transfer any CCBU Transferred Assets to any of their respective Affiliates such that such CCBU Transferred Assets are located outside the CCBU Territory as of the Closing;

(xx) enter into any legally binding commitment with respect to any of the foregoing; or

(xxi) fail to provide at least ten (10) Business Days' prior written notice to the CCBCC Parties before writing up the value of any inventory, equipment, packaging materials for repacking operations or other CCBU Transferred Asset.

(b) Except as otherwise specifically permitted or required by this Agreement or the Companion Agreements and except for matters identified in Section 5.01(b) of the CCBCC Disclosure Schedule, from the date of this Agreement through the Closing, unless CCBU otherwise consents in advance in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the CCBCC Parties will (x) conduct the CCBCC Business in the ordinary course of business consistent with past practice, including by making investments and expenditures, both operating and capital, with respect to the acquisition and maintenance of equipment and facilities that are comparable to the CCBCC Parties' historic levels, (y) use reasonable best efforts to maintain and preserve intact their business organizations (in respect of the CCBCC Business only) and (z) not do any of the following (in respect of the CCBCC Business only):

(i) except in the ordinary course of business or to evidence Liens referred to in Sections 4.02 and 4.08, grant any Lien (other than granting or suffering to exist a Permitted Lien) on any CCBCC Transferred Asset (whether tangible or intangible);

(ii) sell, transfer, lease, mortgage, sublease or otherwise dispose of any CCBCC Real Property or any material asset included within the CCBCC Transferred Assets, other than sales of finished goods inventories in the ordinary course of business; provided, however, that the CCBCC Parties shall not enter into any bulk lease or purchase of rolling stock with respect to the CCBCC Territory prior to the Closing without the prior written consent of the CCBU Parties (which consent shall not be unreasonably withheld, delayed or conditioned);

(iii) make any commitments with respect to capital expenditures in excess of $100,000 with respect to any individual item or project or in excess of $1,000,000 in the aggregate with respect to all capital expenditures, except for (A) capital expenditures set forth on Section 5.01(b) of the CCBCC Disclosure Schedule and (B) expenditures or commitments necessary to rectify matters relating to emergencies or life and safety or quality matters with respect to which the CCBCC Parties shall notify the CCBU Parties in writing within thirty (30) days after making;

(iv) fail to exercise any rights of renewal with respect to any material CCBCC Leased Real Property that by its terms would otherwise expire, provided that the parties hereto will in good faith consult and cooperate with one another in connection therewith and, if so directed by the CCBU Parties, the CCBCC Parties will not renew any such lease for such material CCBCC Leased Real Property, provided, further, that if the CCBU Parties request any CCBCC Party to not renew any lease with respect to material CCBCC Leased Real Property, then any direct costs and expenses with respect to the failure to renew any such lease, including direct costs and expenses related to relocating any assets at such CCBCC Leased Real Property to a comparable location within the CCBCC Territory, will be paid by the parties hereto as specified in Section 5.01(b) of the CCBCC Disclosure Schedule;

(v) fail to perform in all material respects all of its obligations under all CCBCC Material Contracts, CCBCC Shared Contracts and CCBCC Specified Non-Transferring Contracts;

(vi) purchase, lease, license or otherwise acquire any real or tangible property that costs more than $100,000 individually or $1,000,000 in the aggregate, other than in the ordinary course of business consistent with past practice and other than for capital expenditures which are addressed in subsection (b)(iii) above;

(vii) settle any Action involving any payment in excess of $50,000 or enter into any settlement agreement that would be binding on the CCBCC Business or CCBCC Transferred Assets after the Closing;

(viii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or recapitalization with respect to the CCBCC Business or otherwise involving the CCBCC Transferred Assets;

(ix) voluntarily permit any material insurance policy insuring any CCBCC Transferred Asset naming any CCBCC Party as a beneficiary or a loss payee to be canceled or terminated without giving notice to the CCBU Parties, except policies that are replaced without diminution of or gaps in coverage;

(x) except as otherwise provided in the CCBCC Employee Matters Agreement, change the duties and responsibilities of any CCBCC Business Employee so that such person’s duties would no longer be related primarily to the CCBCC Business;

(xi) enter into any non-compete, non-solicit or similar restrictive agreement binding on the CCBCC Business;

(xii) enter into any joint venture, partnership or similar arrangement with respect to the CCBCC Business;

(xiii) dispose of or disclose to any Person any trade secret, formula, process, technology, know-how or confidential information related to the CCBCC Business not heretofore a matter of public knowledge;

(xiv) fail to maintain supplies and inventory related to the CCBCC Business at levels in the ordinary course of business consistent with past practices;

(xv) in any material respect, and except as otherwise provided in the CCBCC Employee Matters Agreement, (A) grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable to any CCBCC Business Employee, including any increase or change pursuant to any CCBCC Employee Plan or (B) establish or increase or promise to increase any benefits under any CCBCC Employee Plan, in either case except as required by Law or any contract or involving ordinary course increases or annual merit increases, including any changes to pension or other benefits that are applicable to the employees of the CCBCC Business and CCBCC generally;

(xvi) fail to pay all Taxes of the CCBCC Business when due;

(xvii) cancel any material claims or amend, terminate or waive any material rights constituting CCBCC Transferred Assets;

(xviii) enter into any contract that (A) contains any exclusivity obligations or similar restrictions binding on the CCBCC Business such that the CCBCC Business is prohibited from engaging in any business or activity whether alone or with third parties**,** other than any contracts or agreements with respect to third-party licensed beverage brands, provided that the CCBCC Parties shall discuss with and obtain the prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) of the CCBU Parties prior to entering into any contract or agreement with respect to third-party licensed beverage brands in the CCBCC Territory that will not terminate prior to the Closing without survival of any such exclusivity obligation or restriction; (B) grants to any Person an option or a right of first refusal, right of first-offer or similar preferential right to purchase or acquire any CCBCC Transferred Asset, other than in the ordinary course of business, or (C) contains a "most favored nation" (or equivalent) provision in favor of any CCBCC Customer;

(xix) transfer any CCBCC Transferred Assets to any of their respective Affiliates such that such CCBCC Transferred Assets are located outside the CCBCC Territory as of the Closing;

(xx) enter into any legally binding commitment with respect to any of the foregoing; or

(xxi) fail to provide at least ten (10) Business Days' prior written notice to the CCBU Parties before writing up the value of any inventory, equipment, packaging materials for repacking operations or other CCBCC Transferred Asset.

Section 5.02 Access to Information.

(a) Information Relating to the CCBU Business.

(i) From the date of this Agreement until the Closing Date, upon reasonable prior notice, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCBU Parties shall use, and shall cause their Affiliates to use, reasonable best efforts to cause each of their respective Representatives to, (A) afford the Representatives of the CCBCC Parties reasonable access, during normal business hours, to the offices, properties, books and records of the CCBU Business and (B) furnish to the Representatives of the CCBCC Parties such additional financial and operating data and other information regarding the CCBU Business or the CCBU Transferred Assets as the CCBCC Parties may from time to time reasonably request for the purpose of preparing to operate the CCBU Business following the Closing; provided, however, that such investigation shall not unreasonably interfere with any of the businesses or operations of the CCBU Parties or any of their Affiliates; and provided, further, that the auditors and accountants of the CCBU Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCBU Parties, the CCBCC Parties shall enter into a customary joint defense agreement with the CCBU Parties and such of their Affiliates as they request with respect to any information to be provided to the CCBCC Parties or their Representatives pursuant to this Section 5.02(a)(i). Without limiting the foregoing, prior to the Closing, the CCBCC Parties shall not conduct, without the prior written consent of the CCBU Parties, any environmental investigation at any property owned or leased by any CCBU Party in the operation of the CCBU Business, and in no event may any such environmental investigation include any sampling or other intrusive investigation of air, surface water, groundwater, soil or anything else at or in connection with any such properties. Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior consent of the CCBU Parties, which shall not be unreasonably withheld (and which must be in writing only for contacts with suppliers or customers), neither the CCBCC Parties nor any of their Representatives shall contact any employees of, suppliers to, or customers of any CCBU Party or its Affiliates, except for contacts by the CCBCC Parties in the ordinary course of business consistent with past practices; provided that if a CCBU Party does provide the CCBCC Parties such prior consent, the CCBCC Parties and any of their Representatives may continue to contact such employee, supplier or customer (x) unless such consent explicitly states otherwise or (y) until such CCBU Party informs the CCBCC Parties or any of their Representatives that they may no longer contact such employee, supplier or customer.

(ii) In addition to the provisions of Section 5.03(a), from and after the Closing Date, in connection with any reasonable business purpose, including the preparation of Tax Returns, addressing claims related to CCBU Excluded Liabilities, preparing financial statements, U.S. Securities and Exchange Commission reporting obligations and the determination of any matter relating to the rights or obligations of the CCBU Parties or any of their Affiliates under this Agreement, the CCBU Business prior to the Closing or the Companion Agreements, upon reasonable prior notice and at the CCBU Parties' sole cost and expense, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCBCC Parties shall and shall cause their Affiliates and Representatives to: (A) afford the Representatives of the CCBU Parties and their Affiliates reasonable access (including the right to make, at the CCBU Parties' expense, photocopies), during normal business hours, to the offices, properties, books and records of the CCBCC Parties and their Affiliates and Representatives in respect of the CCBU Transferred Assets; (B) furnish to the Representatives of the CCBU Parties and their Affiliates such additional financial and other information regarding the CCBU Transferred Assets as is in the CCBCC Parties' possession and control as the CCBU Parties or their Representatives may from time to time reasonably request; and (C) make available to the Representatives of the CCBU Parties and their Affiliates the employees of the CCBCC Parties and their Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the CCBU Parties in connection with the CCBU Parties' inquiries for any of the purposes referred to above, including the presence of such persons as witnesses in hearings or trials for such purposes; provided, however, that such investigation shall not unreasonably interfere with the business or operations of the CCBCC Parties or any of their Affiliates; and provided, further, that the auditors and accountants of the CCBCC Parties or their Affiliates shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCBCC Parties, the CCBU Parties shall enter into a customary joint defense agreement with the CCBCC Parties and their Affiliates with respect to any information to be provided to the CCBU Parties pursuant to this Section 5.02(a)(ii). No information, books, records or other documents accessed by the CCBU Parties or their respective Affiliates or Representatives pursuant to this Section 5.02(a)(ii) shall be used for any purposes other than as expressly permitted by this Section 5.02(a)(ii).

(iii) Notwithstanding anything in this Agreement to the contrary, the CCBU Parties shall not be required, prior to the Closing, to disclose, or cause the disclosure of, to the CCBCC Parties or their Affiliates or Representatives (or provide access to any offices, properties, books or records of the CCBU Parties or any of their Affiliates that could result in the disclosure to such persons or others of) any confidential information relating to trade secrets, proprietary know-how,

processes or patent, trademark, trade name, service mark or copyright applications or relating to any product development or pricing and marketing plans to the extent counsel to the CCBU Parties, after consultation with counsel to the CCBCC Parties, advises that doing so would likely be a violation of applicable antitrust Laws, nor shall the CCBU Parties be required to permit or cause others to permit the CCBCC Parties or their Affiliates or Representatives to have access to or to copy or remove from the offices or properties of the CCBU Parties or any of their Affiliates any documents, drawings or other materials that might reveal any such confidential information.

(iv) The CCBU Parties will, and will cause their Affiliates to, cooperate with the CCBCC Parties' completion of their due diligence by providing to the CCBCC Parties access to reasonably available data upon request by the CCBCC Parties, including certain identified information described in Section 5.02(a)(iv) of the CCBU Disclosure Schedule. With regard to the continuing diligence of the CCBCC Parties under this Agreement that takes place between the signing of this Agreement and the Closing, the parties agree to deal with one another in good faith.

(v) If any CCBU Party enters into any CCBU Pre-Closing Material Contracts between the date hereof and the Closing Date, the CCBU Parties will provide the CCBCC Parties as promptly as reasonably practicable prior to the Closing with true, correct and complete copies of all such contracts or agreements. If any CCBU Party enters into any CCBU Shared Contracts or CCBU Specified Non-Transferring Contracts between the date hereof and the Closing Date, the CCBU Parties will provide the CCBCC Parties as promptly as reasonably practicable with true, correct and complete copies of all portions of such CCBU Shared Contracts or CCBU Specified Non-Transferring Contracts, as applicable, that relate to the CCBU Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCBU Business).

(b) Information Relating to the CCBCC Business.

(i) From the date of this Agreement until the Closing Date, upon reasonable prior notice, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCBCC Parties shall use, and shall cause their Affiliates to use, reasonable best efforts to cause each of their respective Representatives to, (A) afford the Representatives of the CCBU Parties reasonable access, during normal business hours, to the offices, properties, books and records of the CCBCC Business and (B) furnish to the Representatives of the CCBU Parties such additional financial and operating data and other information regarding the CCBCC Business or the CCBCC Transferred Assets as the CCBU Parties may from time to time reasonably request for the purpose of preparing to operate the CCBCC Business following the Closing; provided, however, that such

investigation shall not unreasonably interfere with any of the businesses or operations of the CCBCC Parties or any of their Affiliates; and provided, further, that the auditors and accountants of the CCBCC Parties or any of their Affiliates shall not be obliged to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCBCC Parties, the CCBU Parties shall enter into a customary joint defense agreement with the CCBCC Parties and such of their Affiliates as they request with respect to any information to be provided to the CCBU Parties or their Representatives pursuant to this Section 5.02(b)(i). Without limiting the foregoing, prior to the Closing, the CCBU Parties shall not conduct, without the prior written consent of the CCBCC Parties, any environmental investigation at any property owned or leased by any CCBCC Party in the operation of the CCBCC Business, and in no event may any environmental investigation include any sampling or other intrusive investigation of air, surface water, groundwater, soil or anything else at or in connection with any such properties. Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior consent of the CCBCC Parties, which shall not be unreasonably withheld (and which must be in writing only for contacts with suppliers or customers), neither the CCBU Parties nor any of their respective Representatives shall contact any employees of, suppliers to, or customers of any CCBCC Party or its Affiliates, except for contacts by the CCBU Parties in the ordinary course of business consistent with past practices; provided that if a CCBCC Party does provide the CCBU Parties such prior consent, the CCBU Parties and any of their respective Representatives may continue to contact such employee, supplier or customer (x) unless such consent explicitly states otherwise or (y) until such CCBCC Party informs the CCBU Parties or any of their respective Representatives that they may no longer contact such employee, supplier or customer.

(ii) In addition to the provisions of Section 5.03(b), from and after the Closing Date, in connection with any reasonable business purpose, including the preparation of Tax Returns, addressing claims related to CCBCC Excluded Liabilities, preparing financial statements, U.S. Securities and Exchange Commission reporting obligations and the determination of any matter relating to the rights or obligations of the CCBCC Parties or any of their Affiliates under this Agreement, the CCBCC Business prior to the Closing or the Companion Agreements, upon reasonable prior notice and at the CCBCC Parties' sole cost and expense, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the CCBU Parties shall and shall cause their Affiliates and Representatives to: (A) afford the Representatives of the CCBCC Parties and their Affiliates reasonable access (including the right to make, at the CCBCC Parties' expense, photocopies), during normal business hours, to the offices, properties, books and records of the CCBU Parties and their Affiliates and Representatives in

respect of the CCBCC Transferred Assets; (B) furnish to the Representatives of the CCBCC Parties and their Affiliates such additional financial and other information regarding the CCBCC Transferred Assets as is in the CCBU Parties' possession and control as the CCBCC Parties or their Representatives may from time to time reasonably request; and (C) make available to the Representatives of the CCBCC Parties and their Affiliates the employees of the CCBU Parties and their Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the CCBCC Parties in connection with the CCBCC Parties' inquiries for any of the purposes referred to above, including the presence of such persons as witnesses in hearings or trials for such purposes; provided, however, that such investigation shall not unreasonably interfere with the business or operations of the CCBU Parties or any of their Affiliates; and provided, further, that the auditors and accountants of the CCBU Parties or their Affiliates shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the CCBU Parties, the CCBCC Parties shall enter into a customary joint defense agreement with the CCBU Parties and/or their respective Affiliates with respect to any information to be provided to the CCBCC Parties pursuant to this Section 5.02(b)(ii). No information, books, records or other documents accessed by the CCBCC Parties or their respective Affiliates or Representatives pursuant to this Section 5.02(b)(ii) shall be used for any purposes other than as expressly permitted by this Section 5.02(b)(ii).

(iii) Notwithstanding anything in this Agreement to the contrary, the CCBCC Parties shall not be required, prior to the Closing, to disclose, or cause the disclosure of, to the CCBU Parties or their respective Affiliates or Representatives (or provide access to any offices, properties, books or records of the CCBCC Parties or any of their Affiliates that could result in the disclosure to such persons or others of) any confidential information relating to trade secrets, proprietary know-how, processes or patent, trademark, trade name, service mark or copyright applications or relating to any product development or pricing and marketing plans to the extent counsel to the CCBCC Parties, after consultation with counsel to the CCBU Parties, advises that doing so would likely be a violation of applicable antitrust Laws, nor shall the CCBCC Parties be required to permit or cause others to permit the CCBU Parties or their respective Affiliates or Representatives to have access to or to copy or remove from the offices or properties of the CCBCC Parties or any of their Affiliates any documents, drawings or other materials that might reveal any such confidential information.

(iv) The CCBCC Parties will, and will cause their Affiliates to, cooperate with the CCBU Parties' completion of their due diligence by providing to the CCBU Parties access to reasonably available data upon request by the CCBU Parties, including certain identified information described in Section 5.02(b)(iv) of the CCBCC Disclosure Schedule. With regard to the continuing diligence of the CCBU Parties under this Agreement that takes place between the signing of this Agreement and the Closing, the parties agree to deal with one another in good faith.

(v) If any CCBCC Party enters into any CCBCC Pre-Closing Material Contracts between the date hereof and the Closing Date, the CCBCC Parties will provide the CCBU Parties as promptly as reasonably practicable prior to the Closing with true, correct and complete copies of all such contracts or agreements. If any CCBCC Party enters into any CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts between the date hereof and the Closing Date, the CCBCC Parties will provide the CCBU Parties as promptly as reasonably practicable with true, correct and complete copies of all portions of such CCBCC Shared Contracts or CCBCC Specified Non-Transferring Contracts, as applicable, that relate to the CCBCC Business (together with such other portions thereof as are necessary to comprehend the terms thereof that apply to the CCBCC Business).

Section 5.03 Preservation of Books and Records.

(a) The CCBU Parties and their Affiliates shall have the right to retain copies of all books and records of the CCBU Business relating to periods ending prior to the Closing Date, which books and records shall be deemed confidential information of the CCBCC Parties as of the Closing and subject to Section 5.04. The CCBU Parties agree that they shall preserve and keep, or cause to be preserved and kept, all original books and records in respect of the CCBU Business relating to periods ending prior to the Closing Date in the possession of the CCBU Parties or their Affiliates for the longer of (a) any requirement under any applicable Law or (b) a period of six (6) years from the Closing Date. During such six (6) year or longer period, Representatives of the CCBCC Parties shall, upon reasonable notice and for any reasonable business purpose, have access during normal business hours to examine, inspect and copy (at the expense of the requesting party) such books and records. During such six (6) year or longer period, the CCBU Parties, on the one hand, and the CCBCC Parties, on the other hand, shall provide each other with, or cause to be provided to each other, such original books and records of the CCBU Business as such other party shall reasonably request in connection with any Action to which such other party or its Affiliates are parties or in connection with the requirements of any Law applicable to such other party. The other party shall return such original books and records to the providing party or such Affiliate as soon as such books and records are no longer needed in connection with the circumstances described in the immediately preceding sentence. After such six (6) year or longer period, before the CCBU Parties, on the one hand, and the CCBCC Parties, on the other hand (or any of their respective Affiliates), shall dispose of any of such books and records, such party shall give at least sixty (60) days' prior written notice of such intention to dispose to the other party, and the other party shall be given an opportunity, at its cost and expense, to remove and retain all or any part of such books and records as the other party may elect.

(b) The CCBCC Parties and their Affiliates shall have the right to retain copies of all books and records of the CCBCC Business relating to periods ending prior to the Closing Date, which books and records shall be deemed confidential information of the CCBU Parties as of the Closing and subject to Section 5.04. The CCBCC Parties agree that they shall preserve and keep, or cause to be preserved and kept, all original books and records in respect of the CCBCC Business relating to periods ending prior to the Closing Date in the possession of the CCBCC Parties or their Affiliates for the longer of (a) any requirement under any applicable Law or (b) a period of six (6) years from the Closing Date. During such six (6) year or longer period, Representatives of the CCBU Parties shall, upon reasonable notice and for any reasonable business purpose, have access during normal business hours to examine, inspect and copy (at the expense of the requesting party) such books and records. During such six (6) year or longer period, the CCBCC Parties on the one hand, and the CCBU Parties, on the other hand, shall provide each other with, or cause to be provided to each other, such original books and records of the CCBCC Business as such other party shall reasonably request in connection with any Action to which such other party or its Affiliates are parties or in connection with the requirements of any Law applicable to such other party. The other party shall return such original books and records to the providing party or such Affiliate as soon as such books and records are no longer needed in connection with the circumstances described in the immediately preceding sentence. After such six (6) year or longer period, before the CCBCC Parties, on the one hand, and the CCBU Parties, on the other hand (or any of their respective Affiliates) shall dispose of any of such books and records, such party shall give at least sixty (60) days' prior written notice of such intention to dispose to the other party, and the other party shall be given an opportunity, at its cost and expense, to remove and retain all or any part of such books and records as the other party may elect.

(c) If so requested by a party, the other party shall enter into a customary joint defense agreement with the requesting party with respect to any information to be provided pursuant to Section 5.03(a) or Section 5.03(b), as applicable. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 5.03 shall require the CCBCC Parties or the CCBU Parties, as the case may be, to make available any such records in connection with any indemnity claim hereunder made by any CCBCC Indemnified Party or CCBU Indemnified Party, as applicable, which claim shall be subject to applicable rules of discovery.

Section 5.04 Confidentiality. From and after the date hereof, each party hereto shall, and shall cause its Affiliates and Representatives to, hold and continue to hold in strict confidence and not utilize in its or their respective business all information and documents concerning any other party hereto or any of its Affiliates ("Confidential Information"), except where disclosure may be necessary for such party (1) to enforce its rights under this Agreement or any Companion Agreement, or (2) as may be permitted under this Agreement or any Companion Agreement or as may be expressly permitted under any other written agreement among the parties hereto or their Affiliates. Notwithstanding the foregoing, the following will not constitute "Confidential Information" for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as the result of a disclosure by the receiving party or any Affiliate thereof or their respective agents or employees and (b) information that the receiving party is legally obligated to disclose pursuant to a valid subpoena or a valid request from any Governmental Authority or by the rules and regulations of any securities exchange or national market system, subject to the obligation of the receiving party to give the other party reasonable advance notice of such disclosure (to the extent not prohibited by

applicable Laws) and to cooperate with the other party in seeking a protective order or other appropriate means for limiting the scope of the disclosure. Notwithstanding the foregoing, following the Closing, the foregoing restrictions in this Section 5.04 shall not apply to the use by (x) the CCBCC Parties of any documents or information included in the CCBU Transferred Assets acquired by the CCBCC Parties hereunder or (y) the CCBU Parties of any documents or information included in the CCBCC Transferred Assets acquired by the CCBU Parties hereunder.

Section 5.05 Regulatory and Other Authorizations; Consents.

(a) Subject to the other provisions of this Agreement, each party hereto shall each use its reasonable best efforts to perform its obligations under this Agreement and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to obtain all consents required under this Agreement and all regulatory approvals and to satisfy all conditions to its obligations under this Agreement and to cause the transactions contemplated hereby to be effected as soon as practicable, but in any event on or prior to the End Date, in accordance with the terms of this Agreement and shall cooperate fully with each other party hereto and their Representatives in connection with any step required to be taken as a part of its obligations under this Agreement.

(b) Each party to this Agreement agrees to cooperate in obtaining any consents and approvals that may be required in connection with the transactions contemplated by this Agreement and the Companion Agreements; provided, however, that neither the CCBCC Parties nor the CCBU Parties shall be required to compensate any Person, commence or participate in litigation or offer or grant any accommodation (financial or otherwise) to any Person to obtain any such consent or approval. Neither the CCBCC Parties nor the CCBU Parties shall take any action that they should be reasonably aware would have the effect of delaying, impairing or impeding the receipt of any required consents or approvals.

(c) Each party hereto promptly shall make all filings and submissions required of such party and shall take all actions necessary, proper or advisable under applicable Laws to obtain any required approval of any Governmental Authority with jurisdiction over the transactions contemplated hereby. Each party hereto shall use its reasonable best efforts to furnish to the appropriate Governmental Authority all information required for any application or other filing to be made pursuant to any applicable Law in connection with the transactions contemplated hereby. The CCBCC Parties and the CCBU Parties shall make their respective HSR Act filings at such time as mutually agreed, if applicable. Each of the parties hereto shall cooperate with the other parties hereto in promptly filing any other necessary applications, reports or other documents with any Governmental Authority having jurisdiction with respect to this Agreement and the transactions contemplated hereby, and in seeking necessary consultation with and prompt favorable action by such Governmental Authority, including the resolution of any objections, if any, as may be asserted with respect to the transactions contemplated by this Agreement and the Companion Agreements under any applicable Law regarding antitrust matters.

(d) Notwithstanding anything in this Agreement to the contrary, (i) the CCBCC Parties acknowledge on behalf of themselves, their Affiliates and their directors, officers, employees, agents, representatives, successors and assigns that the operation of the CCBU Business shall remain in the dominion and control of the CCBU Parties until the Closing and that none of the foregoing Persons will provide, directly or indirectly, any directions, orders, advice, aid, assistance or information to any director, officer or employee of any of the CCBU Parties with respect to the operation of the CCBU Business, except as specifically contemplated or permitted by this Article V or as otherwise consented to in advance by an executive officer of a CCBU Party, and (ii) the CCBU Parties acknowledge on behalf of themselves, their Affiliates and their directors, officers, employees, agents, representatives, successors and assigns that the operation of the CCBCC Business shall remain in the dominion and control of the CCBCC Parties until the Closing and that none of the foregoing Persons will provide, directly or indirectly, any directions, orders, advice, aid, assistance or information to any director, officer or employee of any of the CCBCC Parties with respect to the operation of the CCBCC Business, except as specifically contemplated or permitted by this Article V or as otherwise consented to in advance by an executive officer of a CCBCC Party.

(e) Notwithstanding anything in this Section 5.05 to the contrary, (i) neither the CCBCC Parties nor any of their Subsidiaries shall be required to take any action, including responding to and/or defending any court or administrative proceeding, proposing or making any divestiture or other undertaking, or proposing or entering into any consent decree or taking any action which the CCBCC Parties reasonably determine could be material to the benefits expected to be derived by the CCBCC Parties as a result of the transactions contemplated hereby or be material to the business of the CCBCC Parties and their Subsidiaries or the CCBU Business as currently conducted or as contemplated to be conducted following the transactions contemplated hereby, and (ii) neither the CCBU Parties nor any of their Subsidiaries shall be required to take any action, including responding to and/or defending any court or administrative proceeding, proposing or making any divestiture or other undertaking, or proposing or entering into any consent decree or taking any action which the CCBU Parties reasonably determine could be material to the benefits expected to be derived by the CCBU Parties as a result of the transactions contemplated hereby or be material to the business of the CCBU Parties and their Subsidiaries or the CCBCC Business as currently conducted or as contemplated to be conducted following the transactions contemplated hereby.

Section 5.06 Further Action. Each of the CCBCC Parties and the CCBU Parties (a) shall execute and deliver, or shall cause to be executed and delivered, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and the Companion Agreements and give effect to the transactions contemplated by this Agreement and the Companion Agreements, including by reasonably cooperating with the other to assist the other with obtaining any permits, licenses or other governmental authorizations to replace any CCBU Material Permits, CCBCC Material Permits, Environmental Permits or other permits, licenses or other governmental authorizations described in Section 2.02(a)(vi) or Section 2.03(a)(vi), as applicable, to the extent such permits, licenses or authorizations are not transferable, provided, in no event will any party be required to compensate any Person, commence or participate in litigation or offer or grant any

accommodation (financial or otherwise) to any Person to obtain any such permits, licenses or authorizations, (b) shall refrain from taking any actions that could reasonably be expected to impair, delay or impede the Closing and (c) without limiting the foregoing, shall use their reasonable best efforts to cause all of the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement to be met on or prior to the End Date.

Section 5.07 Investigation.

(a) The CCBCC Parties have made their own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the CCBU Business, the CCBU Transferred Assets and the CCBU Assumed Liabilities. Except for the representations and warranties of the CCBU Parties contained in Article III (as modified by the CCBU Disclosure Schedule), as may be set forth in the CCBU Employee Matters Agreement (if any) or in any certificate delivered pursuant hereto or thereto, no CCBU Party nor any of their Affiliates makes any other express or implied representation or warranty with respect to the CCBU Transferred Assets, the CCBU Assumed Liabilities or the CCBU Business. The CCBU Parties make no representation or warranty to the CCBCC Parties regarding the probable success or profitability of the CCBU Business following the Closing.

(b) The CCBU Parties have made their own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the CCBCC Business, the CCBCC Transferred Assets and the CCBCC Assumed Liabilities. Except for the representations and warranties of the CCBCC Parties contained in Article IV (as modified by the CCBCC Disclosure Schedule), as may be set forth in the CCBCC Employee Matters Agreement (if any) or in any certificate delivered pursuant hereto or thereto, no CCBCC Party nor any of their Affiliates makes any other express or implied representation or warranty with respect to the CCBCC Transferred Assets, the CCBCC Assumed Liabilities or the CCBCC Business. The CCBCC Parties make no representation or warranty to the CCBU Parties regarding the probable success or profitability of the CCBCC Business following the Closing.

Section 5.08 Supplements to Disclosure Schedules.

(a) Not more than ten (10) days prior to the Closing, the CCBU Parties will, by written notice to the CCBCC Parties in accordance with the terms of this Agreement, amend or supplement any one (1) or more Sections of the CCBU Disclosure Schedule made pursuant to Section 2.02(a) to update the description of the CCBU Transferred Assets (which amendment or supplement shall, in the case of the list of Key CCBU Subject Equipment delivered pursuant to Section 2.02(a)(iii) of the CCBU Disclosure Schedule, include the accumulated depreciation of each item of Key CCBU Subject Equipment).The CCBU Parties may, at any time and from time to time not less than five (5) Business Days prior to the Closing, by written notice in accordance with the terms of this Agreement, amend or supplement any one (1) or more of the Sections of the CCBU Disclosure Schedule made pursuant to Article II (x) to update the description of the CCBU Transferred Assets and, with the prior written consent of the CCBCC Parties,

update the description of the CCBU Assumed Liabilities and the CCBU Excluded Liabilities, in each case to reflect assets and properties acquired or disposed of after the date hereof in compliance with the provisions of Section 5.01(a), and/or (y) to update the description of the CCBU Excluded Assets to reflect certain assets and properties (whether acquired before, on or after the date hereof) that are not primarily related to, or primarily used or primarily held for use in connection with, the CCBU Business. In addition, the CCBU Parties may, at any time and from time to time not less than ten (10) days prior to the Closing, by notice in accordance with the terms of this Agreement (which notice shall indicate if the CCBU Parties believe that clause (i) below may apply), amend or supplement any one or more Sections of the CCBU Disclosure Schedule made pursuant to Article III, to reflect any facts, circumstances or events first arising or, in the case of representations given to the Knowledge of the CCBU Parties, first becoming known to the CCBU Parties during the period subsequent to the date hereof, by providing the CCBCC Parties with written notice setting forth the proposed amendment or supplement and specifying the Section or Sections of the CCBU Disclosure Schedule affected thereby; provided, however, that if any Section of the CCBU Disclosure Schedule is amended or supplemented pursuant to this Section 5.08(a) in a manner that either individually or in the aggregate with all other such prior amendments or supplements made to the CCBU Disclosure Schedule pursuant to this Section 5.08(a) discloses matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in either Section 7.03(a)(i) or Section 7.03(b) impossible and such condition has not been (x) waived in writing by the CCBCC Parties or (y) in the case of matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(a)(i) impossible, cured by the CCBU Parties within twenty (20) days after the CCBCC Parties' receipt of such disclosure, then the CCBCC Parties shall have the right to terminate this Agreement pursuant to Section 8.01(f) within five (5) days following the expiration of such twenty (20) day period. Notwithstanding any other provision of this Agreement, if:

(i) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(b) impossible, the CCBCC Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for all purposes (including Sections 7.03(a)(i), 7.03(b), 8.01(d), 8.01(f) and 9.02(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the CCBU Disclosure Schedule not having read as so amended or supplemented at all times, and thereafter such Section or Sections shall be treated as having read as so amended or supplemented; and

(ii) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.03(a)(i) (but not the condition set forth in Section 7.03(b)) impossible, the CCBCC Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for purposes of Sections 7.03(a)(i), 8.01(d) and 8.01(f) (but not for purposes of Section 9.02(a)(i)) any breach, inaccuracy or failure to be true and correct of any

representation or warranty relating to such Section or Sections of the CCBU Disclosure Schedule not having read as so amended or supplemented at all times, and the CCBCC Parties will have the right to be indemnified in accordance with Article IX for all Losses arising from or relating to such breach, inaccuracy or failure to be true and correct, subject to any applicable limitations on indemnification set forth in Article IX.

(b) Not more than ten (10) days prior to the Closing, the CCBCC Parties will, by written notice to the CCBU Parties in accordance with the terms of this Agreement, amend or supplement any one (1) or more Sections of the CCBCC Disclosure Schedule made pursuant to Section 2.03(a) to update the description of the CCBCC Transferred Assets (which amendment or supplement shall, in the case of the list of Key CCBCC Subject Equipment delivered pursuant to Section 2.03(a)(iii) of the CCBCC Disclosure Schedule, include the accumulated depreciation of each item of Key CCBCC Subject Equipment).The CCBCC Parties may, at any time and from time to time not less than five (5) Business Days prior to the Closing, by written notice in accordance with the terms of this Agreement, amend or supplement any one (1) or more of the Sections of the CCBCC Disclosure Schedule made pursuant to Article II (x) to update the description of the CCBCC Transferred Assets and, with the prior written consent of the CCBU Parties, update the description of the CCBCC Assumed Liabilities and the CCBCC Excluded Liabilities, in each case to reflect assets and properties acquired or disposed of after the date hereof in compliance with the provisions of Section 5.01(b), and/or (y) to update the description of the CCBCC Excluded Assets to reflect certain assets and properties (whether acquired before, on or after the date hereof) that are not primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business. In addition, the CCBCC Parties may, at any time and from time to time not less than ten (10) days prior to the Closing, by notice in accordance with the terms of this Agreement (which notice shall indicate if the CCBCC Parties believe that clause (i) below may apply), amend or supplement any one or more Sections of the CCBCC Disclosure Schedule made pursuant to Article IV, to reflect any facts, circumstances or events first arising or, in the case of representations given to the Knowledge of the CCBCC Parties, first becoming known to the CCBCC Parties during the period subsequent to the date hereof, by providing the CCBU Parties with written notice setting forth the proposed amendment or supplement and specifying the Section or Sections of the CCBCC Disclosure Schedule affected thereby; provided, however, that if any Section of the CCBCC Disclosure Schedule is amended or supplemented pursuant to this Section 5.08(b) in a manner that either individually or in the aggregate with all other such prior amendments or supplements made to the CCBCC Disclosure Schedule pursuant to this Section 5.08(b) discloses matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in either Section 7.02(a)(i) or Section 7.02(b) impossible and such condition has not been (x) waived in writing by the CCBU Parties or (y) in the case of matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.02(a)(i) impossible, cured by the CCBCC Parties within twenty (20) days after the CCBU Parties' receipt of such disclosure, then the CCBU Parties shall have the right to terminate this Agreement pursuant to Section 8.01(e) within five (5) days following the expiration of such twenty (20) day period. Notwithstanding any other provision of this Agreement, if:

(i) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.02(b) impossible, the CCBU Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for all purposes (including Sections 7.02(a)(i), 7.02(b), 8.01(c), 8.01(e) and 9.03(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the CCBCC Disclosure Schedule not having read as so amended or supplemented at all times, and thereafter such Section or Sections shall be treated as having read as so amended or supplemented; and

(ii) following such written disclosure of any matters that, absent such amendments or supplements, would make satisfaction of the condition set forth in Section 7.02(a)(i) (but not the condition set forth in Section 7.02(b)) impossible, the CCBU Parties do not terminate this Agreement as permitted above, each such amendment and supplement will be effective to cure and correct for purposes of Sections 7.02(a)(i), 8.01(c) and 8.01(e) (but not for purposes of Section 9.03(a)(i)) any breach, inaccuracy or failure to be true and correct of any representation or warranty relating to such Section or Sections of the CCBCC Disclosure Schedule not having read as so amended or supplemented at all times, and the CCBU Parties will have the right to be indemnified in accordance with Article IX for all Losses arising from or relating to such breach, inaccuracy or failure to be true and correct, subject to any applicable limitations on indemnification set forth in Article IX.

Section 5.09 Notices of Certain Events.

(a) From the date hereof until the earlier of the Closing or the termination of this Agreement, the CCBU Parties shall promptly notify the CCBCC Parties in writing of:

(i) any fact, circumstance, change or event that, individually or in the aggregate, (A) has had or would reasonably be expected to have a CCBU Material Adverse Effect or (B) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in Article VII to be satisfied;

(ii) any written communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement;

(iii) any written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(iv) any Action commenced or, to the Knowledge of the CCBU Parties, threatened against, relating to or involving or otherwise affecting the CCBU Business, the CCBU Transferred Assets or the CCBU Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.05 or that relates to the consummation of the transactions contemplated by this Agreement; and

(v) the damage or destruction by fire or other casualty of any material CCBU Transferred Asset or part thereof.

The CCBCC Parties' receipt of information pursuant to this Section 5.09(a) shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the CCBU Parties in this Agreement (including Section 8.01(d), Section 8.01(f) and Section 9.02) and shall not be deemed to amend or supplement the CCBU Disclosure Schedule, subject to the CCBU Parties' ability to amend or supplement the CCBU Disclosure Schedule in accordance with Section 5.08(a).

(b) From the date hereof until the earlier of the Closing or the termination of this Agreement, the CCBCC Parties shall promptly notify the CCBU Parties in writing of:

(i) any fact, circumstance, change or event that, individually or in the aggregate, (A) has had or would reasonably be expected to have a CCBCC Material Adverse Effect or (B) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in Article VII to be satisfied;

(ii) any written communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement;

(iii) any written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(iv) any Action commenced or, to the Knowledge of the CCBCC Parties, threatened against, relating to or involving or otherwise affecting the CCBCC Business, the CCBCC Transferred Assets or the CCBCC Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.05 or that relates to the consummation of the transactions contemplated by this Agreement; and

(v) the damage or destruction by fire or other casualty of any material CCBCC Transferred Asset or part thereof.

The CCBU Parties' receipt of information pursuant to this Section 5.09(b) shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the CCBCC Parties in this Agreement (including Section 8.01(c), Section 8.01(e) and Section 9.03) and shall not be deemed to amend or supplement the CCBCC Disclosure Schedule, subject to the CCBCC Parties' ability to amend or supplement the CCBCC Disclosure Schedule in accordance with Section 5.08(b).

Section 5.10 Release of Guarantees.

(a) The parties hereto agree to cooperate and use their reasonable best efforts to obtain the release of any CCBU Party or any of the CCBU Parties' Affiliates that is a party to any guarantee, performance bond, bid bond or other similar agreements with respect to the CCBU Transferred Assets or the CCBU Business that is set forth on Section 5.10(a) of the CCBU Disclosure Schedule (the "CCBU Guarantees"). If any of the CCBU Guarantees are not released prior to or at the Closing, (i) the parties hereto will continue to cooperate and use their reasonable best efforts to obtain the release of any CCBU Party or any of the CCBU Parties' Affiliates that is a party to any such CCBU Guarantee and (ii) the CCBCC Parties will provide the CCBU Parties at the Closing with a guarantee that indemnifies and holds the party to any such CCBU Guarantee (whether a CCBU Party or one of their Affiliates) harmless for any and all payments required to be made due to the post-Closing acts or omissions of the CCBCC Parties or their Affiliates under, and costs and expenses incurred in connection with, such CCBU Guarantee by the party to any such CCBU Guarantee (whether a CCBU Party or one of their Affiliates) until such CCBU Guarantee is released.

(b) The parties hereto agree to cooperate and use their reasonable best efforts to obtain the release of any CCBCC Party or any of the CCBCC Parties' Affiliates that is a party to any guarantee, performance bond, bid bond or other similar agreements with respect to the CCBCC Transferred Assets or the CCBCC Business that is set forth on Section 5.10(b) of the CCBCC Disclosure Schedule (the "CCBCC Guarantees"). If any of the CCBCC Guarantees are not released prior to or at the Closing, (i) the parties hereto will continue to cooperate and use their reasonable best efforts to obtain the release of any CCBCC Party or any of the CCBCC Parties' Affiliates that is a party to any such CCBCC Guarantee and (ii) the CCBU Parties will provide the CCBCC Parties at the Closing with a guarantee that indemnifies and holds the party to any such CCBCC Guarantee (whether a CCBCC Party or one of their Affiliates) harmless for any and all payments required to be made due to the post-Closing acts or omissions of the CCBU Parties or their Affiliates under, and costs and expenses incurred in connection with, such CCBCC Guarantee by the party to any such CCBCC Guarantee (whether a CCBCC Party or one of their Affiliates) until such CCBCC Guarantee is released.

Section 5.11 Refunds and Remittances. After the Closing, (a) if any CCBU Party or any of the CCBU Parties' Affiliates receives any refund or other amount that is a CCBU Transferred Asset or a CCBCC Excluded Asset, arises from operation of the CCBU Business after the Closing or the operation of the CCBCC Business prior to the Closing or is otherwise properly due and owing to the CCBCC Parties or any of their Affiliates in accordance with the terms of this Agreement, such CCBU Party or Affiliate shall receive and hold such payment, refund or amount in trust for the CCBCC Parties and shall remit, or cause to be remitted, to the CCBCC Parties such payment, refund or amount promptly (but in any event within sixty (60) days) after it receives such amount, and (b) if any CCBCC Party or any of the CCBCC Parties' Affiliates receives any refund or other amount that is a CCBCC Transferred Asset or a CCBU Excluded Asset, arises from the operation of the CCBCC Business after the Closing or arises from the operation of the CCBU Business prior to the Closing, or is otherwise properly due and owing to the CCBU Parties or any of their Affiliates in accordance with the terms of this Agreement, such CCBCC Party or Affiliate shall receive and hold such payment, refund or amount in trust for the CCBU Parties and shall remit, or cause to be remitted, to the CCBU Parties such payment, refund or amount promptly (but in any event within sixty (60) days) after it receives such amount.

Section 5.12 Use of Names.

(a) As soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the CCBCC Parties will, at their own expense, remove any and all exterior signs and other identifiers that indicate the CCBU Parties' ownership of the CCBU Business located on the CCBU Real Property or any structures, facilities or improvements located thereon that refer or pertain to or that include the following names (except to the extent that the CCBU Parties have provided their prior written consent to the CCBCC Parties' continued use thereof): "Coca-Cola Bottling Company United, Inc." (collectively, the "CCBU Names"). Additionally, as soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the CCBCC Parties will cease to use all letterhead, envelopes, invoices, supplies, labels, web site publications and other communications media of any kind included in the CCBU Transferred Assets, which make reference to the CCBU Names and that indicate the CCBU Parties' ownership of the CCBU Business.

(b) As soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the CCBU Parties will, at their own expense, remove any and all exterior signs and other identifiers that indicate the CCBCC Parties' ownership of the CCBCC Business located on the CCBCC Real Property or any structures, facilities or improvements located thereon that refer or pertain to or that include the following names (except to the extent that the CCBCC Parties have provided their prior written consent to the CCBU Parties' continued use thereof): "Coca-Cola Bottling Co. Consolidated", "CCBCC", or "Coke Consolidated" (collectively, the "CCBCC Names"). Additionally, as soon as reasonably practicable after the Closing Date, but in any event within one hundred eighty (180) days after the Closing Date, the CCBU Parties will cease to use all letterhead, envelopes, invoices, supplies, labels, web site publications and other communications media of any kind included in the CCBCC Transferred Assets, which make reference to the CCBCC Names and that indicate the CCBCC Parties' ownership of the CCBCC Business.

Section 5.13 Cooperation in Litigation. Each party hereto will cooperate with the other parties hereto in the defense or prosecution of any Action already instituted or which may be instituted hereafter against or by such party relating to or arising out of the conduct of the CCBU Business or the CCBCC Business prior to the Closing (other than Actions between the parties arising out of the transactions contemplated hereby); provided that such cooperation does not unreasonably interfere with the operation of the CCBU Business, the CCBCC Business, the CCBU Parties' retained businesses or the CCBCC Parties' retained businesses, as applicable. The party requesting such cooperation shall pay the reasonably documented out-of-pocket expenses (including reasonable legal fees and disbursements) of the party providing such cooperation and of its employees and agents reasonably incurred in connection with providing such cooperation, but shall not be responsible to reimburse the party providing such cooperation for the salaries or costs of fringe benefits or other similar expenses paid by the party providing

such cooperation to its employees and agents while assisting in the defense or prosecution of any such Action so long as such cooperation does not unreasonably interfere with the operation of the CCBU Business, the CCBCC Business, the CCBU Parties' retained businesses or the CCBCC Parties' retained businesses, as applicable.

Section 5.14 Product Quality Standards.

(a) CCBU Pre-Closing Products Quality Standards.

(i) In the event that within ninety (90) days following the Closing any CCBU Pre-Closing Product is returned by a customer or removed from the marketplace by the CCBCC Parties for any reason, the CCBCC Parties shall notify the CCBU Parties in writing of such return or removal within fifteen (15) days following the expiration of such ninety (90) day period, subject to reasonable verification by the CCBU Parties within thirty (30) days after receipt of such notification. An amount equal to the cost that was paid for each such returned or removed product shall be paid by the CCBU Parties to the CCBCC Parties, in cash, within thirty (30) days of the CCBCC Parties delivering written notice of any such return or removal, if such return or removal is verified by the CCBU Parties pursuant to the preceding sentence.

(ii) The parties agree that any CCBU Pre-Closing Products included in inventory as of the Closing that have a remaining shelf life of less than twenty-eight (28) days from the Closing (collectively referred to herein as the "CCBU Obsolete Inventory") shall be considered obsolete and shall have a Net Book Value of $0 for purposes of calculating the CCBU Net Working Capital Amount as of the Closing Date; provided, that the CCBCC Parties will be solely responsible for selling or otherwise disposing of such CCBU Obsolete Inventory and will bear all expenses relating to any such sale or disposal.

(b) CCBCC Pre-Closing Products Quality Standards.

(i) In the event that within ninety (90) days following the Closing any CCBCC Pre-Closing Product is returned by a customer or removed from the marketplace by the CCBU Parties for any reason, the CCBU Parties shall notify the CCBCC Parties in writing of such return or removal within fifteen (15) days following the expiration of such ninety (90) day period, subject to reasonable verification by the CCBCC Parties within thirty (30) days after receipt of such notification. An amount equal to the cost that was paid for each such returned or removed product shall be paid by the CCBCC Parties to the CCBU Parties in cash, within thirty (30) days of the CCBU Parties delivering written notice of any such return or removal, if such return or removal is verified by the CCBCC Parties pursuant to the preceding sentence.

(ii) The parties agree that any CCBCC Pre-Closing Products included in inventory as of the Closing that have a remaining shelf life of less than twenty-eight (28) days from the Closing (collectively referred to herein as the "CCBCC Obsolete Inventory") shall be considered obsolete and shall have a Net Book Value of $0 for purposes of calculating the CCBCC Net Working Capital Amount as of the Closing Date; provided, that the CCBU Parties will be solely responsible for selling or otherwise disposing of such CCBCC Obsolete Inventory and will bear all expenses relating to any such sale or disposal.

Section 5.15 Title and Survey Matters.

(a) CCBU Title and Survey Matters.

(i) The CCBU Parties have delivered to the CCBCC Parties a copy of the most recent Existing Title Policy and a copy of the most recent Existing Survey of the CCBU Real Property in their possession. Further and except as identified on Section 5.15(a)(i) of the CCBU Disclosure Schedule, the CCBU Parties have delivered to the CCBCC Parties or the CCBCC Parties have obtained, with respect to each parcel of CCBU Owned Real Property and each parcel that is a CCBU Critical Leased Property, (i) a commitment (each, a "Title Commitment") for an ALTA title insurance policy (whether owner's or leasehold, as applicable) issued by First American Title Insurance Company or another nationally recognized title insurance company, (ii) copies of the underlying exceptions reflected on the Title Commitment, and (iii) a Survey.

(ii) Prior to the Closing, the CCBU Parties shall release or discharge (i) any mortgages and/or deeds of trust and any Tax liens or judgment liens encumbering the CCBU Owned Real Property or any portion thereof or, if applicable, the CCBU Parties' leasehold estate in any CCBU Critical Leased Property, in each case other than Permitted Liens, and (ii) any other Liens (other than Permitted Liens) on the CCBU Owned Real Property or, if applicable, the CCBU Parties' leasehold estate in any CCBU Critical Leased Property (collectively, "CCBU Title Defects"). The CCBCC Parties may obtain updates of the Title Commitments and Surveys with respect to the CCBU Owned Real Property and the CCBU Critical Leased Property and may deliver written notice of any additional CCBU Title Defects disclosed by such updates and arising after the date of the applicable Title Commitment. If the CCBCC Parties give such written notice to the CCBU Parties, the CCBU Parties shall at their expense cause any such CCBU Title Defects arising by, through or under any of the CCBU Parties (but not otherwise) to be released and discharged, or otherwise cured, in full at or prior to the Closing; provided, in the event the CCBU Parties are not able to cause such CCBU Title Defects to be released and discharged in full at or prior to the Closing, then the CCBU Parties shall at the CCBU Parties' election, either (A) pay the amount of the applicable CCBU Title Defect, if a liquidated sum, to the CCBCC Parties, or provide the CCBCC Parties a credit against any payment the CCBCC Parties are required to make under Section 2.09(d), if applicable, for such amount, (B) cause, at the CCBU Parties' expense, the CCBCC Parties' title insurance company to "insure over" such CCBU Title Defect shown in the title insurance policy (if any) obtained by the CCBCC Parties at the Closing for such CCBU Owned Real Property or CCBU Critical Leased Property, or (C) indemnify the CCBCC Parties against Losses arising out of such CCBU Title Defect.

(iii) Each CCBU Party that owns a parcel of CCBU Owned Real Property or has a leasehold estate in a CCBU Critical Leased Property agrees to cooperate with the CCBCC Parties in their efforts to obtain the Title Commitment and Survey and to execute, with respect to each parcel of CCBU Owned Real Property or CCBU Critical Leased Property, a customary title and/or gap indemnity affidavit (or certificate) as may reasonably be required by the title insurance company and other customary affidavits, provided any such affidavits (or certificates) are reasonably approved by the CCBU Parties.

(iv) The parties agree that the cost of obtaining the Title Commitments, the title insurance policies (and any endorsements thereto) and the Surveys shall be paid by the parties in the manner provided on Section 10.01 of the CCBU Disclosure Schedule. The parties also agree that the cost of obtaining any UCC searches and title searches in connection with the transactions contemplated by this Agreement shall be paid by the parties in the manner provided on Section 10.01 of the CCBU Disclosure Schedule.

(b) CCBCC Title and Survey Matters.

(i) The CCBCC Parties have delivered to the CCBU Parties a copy of the most recent Existing Title Policy and a copy of the most recent Existing Survey of the CCBCC Real Property in their possession. Further and except as identified on Section 5.15(b)(i) of the CCBCC Disclosure Schedule, the CCBCC Parties have delivered to the CCBU Parties or the CCBU Parties have obtained, with respect to each parcel of CCBCC Owned Real Property and each parcel that is a CCBCC Critical Leased Property, (i) a Title Commitment for an ALTA title insurance policy (whether owner's or leasehold, as applicable) issued by First American Title Insurance Company or another nationally recognized title insurance company, (ii) copies of the underlying exceptions reflected on the Title Commitment, and (iii) a Survey.

(ii) Prior to the Closing, the CCBCC Parties shall release or discharge (i) any mortgages and/or deeds of trust and any Tax liens or judgment liens encumbering the CCBCC Owned Real Property or any portion thereof or, if applicable, the CCBCC Parties' leasehold estate in any CCBCC Critical Leased Property, in each case other than Permitted Liens, and (ii) any other Liens (other than Permitted Liens) on the CCBCC Owned Real Property or, if applicable, the CCBCC Parties' leasehold estate in any CCBCC Critical Leased Property (collectively, "CCBCC Title Defects").The CCBU Parties may obtain updates of the Title Commitments and Surveys with respect to the CCBCC Owned Real Property and the CCBCC Critical Leased Property and may deliver written notice of any additional CCBCC Title Defects disclosed by such updates and arising after the date of the applicable Title Commitment. If the CCBU Parties give such written notice to the CCBCC Parties, the CCBCC Parties shall at their expense

cause any such CCBCC Title Defects arising by, through or under any of the CCBCC Parties (but not otherwise) to be released and discharged, or otherwise cured, in full at or prior to the Closing; provided, in the event the CCBCC Parties are not able to cause such CCBCC Title Defects to be released and discharged in full at or prior to the Closing, then the CCBCC Parties shall at the CCBCC Parties' election, either (A) pay the amount of the applicable CCBCC Title Defect, if a liquidated sum, to the CCBU Parties , or provide the CCBU Parties a credit against any payment the CCBU Parties are required to make under Section 2.09(d), if applicable, for such amount, (B) cause, at the CCBCC Parties' expense, the CCBU Parties' title insurance company to "insure over" such CCBCC Title Defect shown in the title insurance policy (if any) obtained by the CCBU Parties at the Closing for such CCBCC Owned Real Property or CCBCC Critical Leased Property, or (C) indemnify the CCBU Parties against Losses arising out of such CCBCC Title Defect.

(iii) Each CCBCC Party that owns a parcel of CCBCC Owned Real Property or has a leasehold estate in a CCBCC Critical Leased Property agrees to cooperate with the CCBU Parties in their efforts to obtain the Title Commitment and Survey and to execute, with respect to each parcel of CCBCC Owned Real Property or CCBCC Critical Leased Property, a customary title and/or gap indemnity affidavit (or certificate) as may reasonably be required by the title insurance company and other customary affidavits, provided any such affidavits (or certificates) are reasonably approved by the CCBCC Parties.

(iv) The parties agree that the cost of obtaining the Title Commitments, the title insurance policies (and any endorsements thereto) and the Surveys shall be paid by the parties in the manner provided on Section 10.01 of the CCBCC Disclosure Schedule. The parties also agree that the cost of obtaining any UCC searches and title searches in connection with the transactions contemplated by this Agreement shall be paid by the parties in the manner provided on Section 10.01 of the CCBCC Disclosure Schedule.

Section 5.16 Additional Parties.

(a) Additional CCBU Parties. If, following the date hereof, the CCBU Parties determine that any assets, properties or rights that would be CCBU Transferred Assets if owned by the CCBU Parties as of the date hereof are in fact owned by Affiliates of the CCBU Parties which are not parties to this Agreement as of the date hereof, (i) the parties hereto and each such Affiliate of the CCBU Parties shall execute a mutually agreeable joinder to this Agreement pursuant to which all such Affiliates shall be made a party to this Agreement and thereafter shall be considered "CCBU Parties" for all purposes hereof or (ii) the CCBU Parties shall cause such assets, properties or rights that are owned by such Affiliates that are not parties to this Agreement to be transferred to one or more CCBU Parties prior to the Closing.

(b) Additional CCBCC Parties. If, following the date hereof, the CCBCC Parties determine that any assets, properties or rights that would be CCBCC Transferred Assets if owned by the CCBCC Parties as of the date hereof are in fact owned by Affiliates of the CCBCC Parties which are not parties to this Agreement as of the date hereof, (i) the parties hereto and each such Affiliate of the CCBCC Parties shall execute a mutually agreeable joinder to this Agreement pursuant to which all such Affiliates shall be made a party to this Agreement and thereafter shall be considered "CCBCC Parties" for all purposes hereof or (ii) the CCBCC Parties shall cause such assets, properties or rights that are owned by such Affiliates that are not parties to this Agreement to be transferred to one or more CCBCC Parties prior to the Closing.

Section 5.17 Shared Contracts.

(a) CCBU Shared Contracts. Prior to the Closing, each of the CCBU Parties and the CCBCC Parties shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to obtain from, and to cooperate in obtaining from, and shall, and shall cause their respective Affiliates to, enter into with, each third party to a CCBU Shared Contract, either (i) a separate contract or agreement in a form reasonably acceptable to CCBU and CCBCC (a "CCBU New Contract") that allocates the rights and obligations of the CCBU Parties and their Affiliates under each such CCBU Shared Contract as between the CCBU Business, on the one hand, and the retained business of the CCBU Parties and their Affiliates, on the other hand, and which are otherwise substantially similar in all material respects to such CCBU Shared Contract, or (ii) a contract or agreement in a form reasonably acceptable to CCBU and CCBCC effective as of the Closing (the "CCBU Partial Assignments and Releases") that (A) assigns the rights and obligations under such CCBU Shared Contract solely to the extent related to the CCBU Business and arising after the Closing to the CCBCC Parties and (B) releases the CCBU Parties and their Affiliates from all liabilities or obligations with respect to the CCBU Business that arise after the Closing. Any CCBU New Contracts that relate to the CCBU Business (the "CCBU New Business Contracts") shall be entered into by a CCBCC Party or an Affiliate effective as of the Closing and shall allocate to the CCBCC Party or the Affiliate (as applicable) all rights and obligations of the CCBU Parties or their Affiliates (as applicable) under the applicable CCBU Shared Contract being replaced to the extent such rights and obligations relate to the CCBU Business and arise after the Closing. All purchase commitments under the CCBU Shared Contracts shall be allocated under the CCBU New Business Contracts or the CCBU Partial Assignments and Releases as between the CCBU Business, on the one hand, the retained business of the CCBU Parties and their Affiliates, on the other hand, in an equitable manner that is mutually and reasonably agreed to by the CCBCC Parties and the CCBU Parties. In connection with the entering into of CCBU New Business Contracts, the parties shall use their reasonable best efforts to ensure that the CCBU Parties and their Affiliates are released by the third party with respect to all liabilities and obligations relating to the CCBU Business and arising after the Closing.

In the event that any third party under a CCBU Shared Contract does not agree to enter into a CCBU New Business Contract or CCBU Partial Assignment and Release consistent with this Section 5.17(a), the parties shall in good faith seek mutually acceptable alternative arrangements for purposes of allocating rights and liabilities and obligations under such CCBU Shared Contract (provided, that such arrangements shall

not result in a breach or violation of such CCBU Shared Contract by the CCBU Parties). Such alternative arrangements may include a subcontracting, sublicensing or subleasing arrangement under which the CCBCC Parties would, in compliance with Law, obtain the benefits under, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with, such CCBU Shared Contract solely to the extent related to the CCBU Business (or applicable portion thereof) or under which the CCBU Parties would, upon the CCBCC Parties' request, enforce for the benefit (and at the expense) of the CCBCC Parties any and all of CCBU Parties' rights against such third party under such CCBU Shared Contract solely to the extent related to the CCBU Business (or applicable portion thereof), and the CCBU Parties would promptly pay to the CCBCC Parties when received all monies received by them under such CCBU Shared Contract solely to the extent related to the CCBU Business (or applicable portion thereof).

(b) CCBCC Shared Contracts. Prior to the Closing, each of the CCBCC Parties and the CCBU Parties shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to obtain from, and to cooperate in obtaining from, and shall, and shall cause their respective Affiliates to, enter into with, each third party to a CCBCC Shared Contract, either (i) a separate contract or agreement in a form reasonably acceptable to CCBCC and CCBU (a "CCBCC New Contract") that allocates the rights and obligations of the CCBCC Parties and their Affiliates under each such CCBCC Shared Contract as between the CCBCC Business, on the one hand, and the retained business of the CCBCC Parties and their Affiliates, on the other hand, and which are otherwise substantially similar in all material respects to such CCBCC Shared Contract, or (ii) a contract or agreement in a form reasonably acceptable to CCBCC and CCBU effective as of the Closing (the "CCBCC Partial Assignments and Releases") that (A) assigns the rights and obligations under such CCBCC Shared Contract solely to the extent related to the CCBCC Business and arising after the Closing to the CCBU Parties and (B) releases the CCBCC Parties and their Affiliates from all liabilities or obligations with respect to the CCBCC Business that arise after the Closing. Any CCBCC New Contracts that relate to the CCBCC Business (the "CCBCC New Business Contracts") shall be entered into by a CCBU Party or an Affiliate effective as of the Closing and shall allocate to the CCBU Party or the Affiliate (as applicable) all rights and obligations of the CCBCC Parties or their Affiliates (as applicable) under the applicable CCBCC Shared Contract being replaced to the extent such rights and obligations relate to the CCBCC Business and arise after the Closing. All purchase commitments under the CCBCC Shared Contracts shall be allocated under the CCBCC New Business Contracts or the CCBCC Partial Assignments and Releases as between the CCBCC Business, on the one hand, and the retained business of the CCBCC Parties and their Affiliates, on the other hand, in an equitable manner that is mutually and reasonably agreed to by the CCBU Parties and the CCBCC Parties. In connection with the entering into of CCBCC New Business Contracts, the parties shall use their reasonable best efforts to ensure that the CCBCC Parties and their Affiliates are released by the third party with respect to all liabilities and obligations relating to the CCBCC Business and arising after the Closing.

In the event that any third party under a CCBCC Shared Contract does not agree to enter into a CCBCC New Business Contract or CCBCC Partial Assignment and Release consistent with this Section 5.17(b), the parties shall in good faith seek mutually acceptable alternative arrangements for purposes of allocating rights and liabilities and obligations under such CCBCC Shared Contract (provided that such arrangements shall not result in a breach or violation of such CCBCC Shared Contract by the CCBCC Parties). Such alternative arrangements may include a subcontracting, sublicensing or subleasing arrangement under which the CCBU Parties would, in compliance with Law, obtain the benefits under, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with, such CCBCC Shared Contract solely to the extent related to the CCBCC Business (or applicable portion thereof) or under which the CCBCC Parties would, upon the CCBU Parties' request, enforce for the benefit (and at the expense) of the CCBU Parties any and all of CCBCC Parties' rights against such third party under such CCBCC Shared Contract solely to the extent related to the CCBCC Business (or applicable portion thereof), and the CCBCC Parties would promptly pay to the CCBU Parties when received all monies received by them under such CCBCC Shared Contract solely to the extent related to the CCBCC Business (or applicable portion thereof).

Section 5.18 Pre-Closing Repairs; Certain Credits; Certain Payments.

(a) Prior to the Closing, the CCBU Parties will complete certain repairs to be made to, and take such other actions with respect to, the CCBU Transferred Assets to be transferred at the Closing which are described on Section 5.18(a) of the CCBU Disclosure Schedule or which are mutually agreed to by the CCBCC Parties and the CCBU Parties in writing after the date hereof but prior to the Closing. At the Closing, the CCBU Parties will provide the CCBCC Parties with certain credits against any amounts payable by the CCBCC Parties to the CCBU Parties hereunder or make certain payments to the CCBCC Parties, in each case, as described on Section 5.18(a) of the CCBU Disclosure Schedule or as may be mutually agreed to by the CCBCC Parties and the CCBU Parties in writing after the date hereof but prior to the Closing.

(b) At the Closing, the CCBCC Parties will make the payment to the CCBU Parties described on Section 5.18(b) of the CCBU Disclosure Schedule.

(c) Prior to the Closing, the CCBCC Parties will complete certain repairs to be made to, and take such other actions with respect to, the CCBCC Transferred Assets to be transferred at the Closing which are described on Section 5.18(c) of the CCBCC Disclosure Schedule or which are mutually agreed to by the CCBU Parties and the CCBCC Parties in writing after the date hereof but prior to the Closing. At the Closing, the CCBCC Parties will provide the CCBU Parties with certain credits against any amounts payable by the CCBU Parties to the CCBCC Parties hereunder or make certain payments to the CCBU Parties, in each case, as described on Section 5.18(c) of the CCBCC Disclosure Schedule or as may be mutually agreed to by the CCBU Parties and the CCBCC Parties in writing after the date hereof but prior to the Closing.

(d) At the Closing, the CCBU Parties will make the payment to the CCBCC Parties described on Section 5.18(d) of the CCBCC Disclosure Schedule.

Section 5.19 Environmental Responsibilities**.**

(a) The CCBCC Parties have ordered Phase II Environmental Assessments to be performed by Antea Group for each piece of the CCBU Real Property, with respect to which a Phase I Environmental Assessment recommended that such Phase II Environmental Assessments should be performed. The cost of such assessments shall be paid by the parties in the manner set forth in Section 10.01 of the CCBU Disclosure Schedule. If, due to the passage of time, certain portions of the Phase I Environmental Assessments for the CCBU Real Property will not meet the American Society for Testing and Materials Standard 1527-05 for timeliness as of the Closing Date then not more than 180 days prior to the Closing Date the CCBCC Parties will cause Antea Group (or, if Antea Group is unable or unwilling to take such assignment, another environmental consulting firm to be mutually agreed upon by the parties hereto) to prepare updates to such Phase I Environmental Assessments, or any portion thereof, to the extent necessary to ensure that such Phase I Environmental Assessments will be updated to meet the American Society for Testing and Materials Standard 1527-05. If Antea Group (or such other environmental consulting firm) is unable to complete such updates to such Phase I Environmental Assessments by the Closing, the parties hereto will cause such updates to be completed as soon as reasonably practicable after the Closing. The cost of such update shall be paid by the parties in the same manner as the cost of the Phase I Environmental Assessments as reflected in Section 10.01 of the CCBU Disclosure Schedule.

(b) As soon as reasonably practicable following the date hereof, the CCBU Parties shall at their expense determine whether applicable Environmental Law requires that any REC related to any CCBU Real Property or the Environmental Activity associated with such REC be reported to a Governmental Authority with jurisdiction over the matter (a "CCBU Agency Notification"). If a CCBU Agency Notification of such REC or Environmental Activity is required (i) prior to the Closing related to the CCBU Real Property the CCBU Parties shall make such CCBU Agency Notification and promptly provide a copy of such CCBU Agency Notification to the CCBCC Parties, or (ii) after the Closing related to the CCBU Real Property, the CCBCC Parties shall make such CCBU Agency Notification and promptly provide a copy of such CCBU Agency Notification to the CCBU Parties. After such CCBU Agency Notification is made, the CCBU Parties shall perform, or cause to be performed, the appropriate Environmental Activity, and the CCBU Parties shall obtain the written concurrence of the appropriate Governmental Authority that no further action is necessary in respect of such REC to otherwise achieve the Acceptable Regulatory Standards.

(c) In the event a CCBU Agency Notification of a REC is not required by applicable Environmental Law, then the CCBU Parties shall at their expense perform, or cause to be performed, the related Environmental Activity until such time as the CCBU Parties' environmental consultant delivers a reliance letter to the CCBCC Parties which indicates that, in such consultant's opinion, no further action is necessary to otherwise achieve the Acceptable Regulatory Standards; provided, however, in the event that a Governmental Authority subsequently determines that additional Environmental Activities relating to the REC are required to achieve Acceptable Regulatory Standards, then the CCBU Parties shall at their own expense perform, or cause to be performed, such additional Environmental Activities promptly and in accordance with applicable Environmental Laws.

(d) In the event that, as of the Closing, the CCBU Parties have not completed any Environmental Activities with respect to the CCBU Real Property specified in Section 5.19(b) or (c), then the parties shall enter into a mutually acceptable access agreement providing the CCBU Parties' (and their Representatives) access to the applicable CCBU Real Property after the Closing for purposes of completing such Environmental Activities. The CCBU Parties shall provide copies to the CCBCC Parties of all correspondence with a Governmental Authority regarding any matters subject of a CCBU Agency Notification, as well as all work plans, notices, submissions, field work, and final reports that are related to the Environmental Activities with respect to the CCBU Real Property.

(e) The CCBU Parties have ordered Phase II Environmental Assessments to be performed by AMEC for each piece of the CCBCC Real Property, with respect to which a Phase I Environmental Assessment recommended that such Phase II Environmental Assessments should be performed. The cost of such assessments shall be paid by the parties in the manner set forth in Section 10.01 of the CCBCC Disclosure Schedule. If, due to the passage of time, certain portions of the Phase I Environmental Assessments for the CCBCC Real Property will not meet the American Society for Testing and Materials Standard 1527-05 for timeliness as of the Closing Date then not more than 180 days prior to the Closing Date the CCBU Parties will cause AMEC (or, if AMEC is unable or unwilling to take such assignment, another environmental consulting firm to be mutually agreed upon by the parties hereto) to prepare updates to such Phase I Environmental Assessments, or any portion thereof, to the extent necessary to ensure that such Phase I Environmental Assessments will be updated to meet the American Society for Testing and Materials Standard 1527-05. If AMEC (or such other environmental consulting firm) is unable to complete such updates to such Phase I Environmental Assessments by the Closing, the parties hereto will cause such updates to be completed as soon as reasonably practicable after the Closing. The cost of such update shall be paid by the parties in the same manner as the cost of the Phase I Environmental Assessments as reflected in Section 10.01 of the CCBCC Disclosure Schedule.

(f) As soon as reasonably practicable following the date hereof, the CCBCC Parties shall at their expense determine whether applicable Environmental Law requires that any REC related to any CCBCC Real Property or the Environmental Activity associated with such REC be reported to a Governmental Authority with jurisdiction over the matter (a "CCBCC Agency Notification"). If a CCBCC Agency Notification of such REC or Environmental Activity is required (i) prior to the Closing related to the CCBCC Real Property the CCBCC Parties shall make such CCBCC Agency Notification and promptly provide a copy of such CCBCC Agency Notification to the CCBU Parties, or (ii) after the Closing related to the CCBCC Real Property, the CCBU Parties shall make such CCBCC Agency Notification and promptly provide a copy of such CCBCC Agency Notification to the CCBCC Parties. After such CCBCC Agency Notification is made, the CCBCC Parties shall perform, or cause to be performed, the appropriate Environmental Activity, and the CCBCC Parties shall obtain the written concurrence of the appropriate Governmental Authority that no further action is necessary in respect of such REC to otherwise achieve the Acceptable Regulatory Standards.

(g) In the event a CCBCC Agency Notification of a REC is not required by applicable Environmental Law, then the CCBCC Parties shall at their expense perform, or cause to be performed, the related Environmental Activity until such time as the CCBCC Parties' environmental consultant delivers a reliance letter to the CCBU Parties which indicates that, in such consultant's opinion, no further action is necessary to otherwise achieve the Acceptable Regulatory Standards; provided, however, in the event that a Governmental Authority subsequently determines that additional Environmental Activities relating to the REC are required to achieve Acceptable Regulatory Standards, then the CCBCC Parties shall at their own expense perform, or cause to be performed, such additional Environmental Activities promptly and in accordance with applicable Environmental Laws.

(h) In the event that, as of the Closing, the CCBCC Parties have not completed any Environmental Activities with respect to the CCBCC Real Property specified in Section 5.19(f) or (g), then the parties shall enter into a mutually acceptable access agreement providing the CCBCC Parties' (and their Representatives) access to the applicable CCBCC Real Property after the Closing for purposes of completing such Environmental Activities. The CCBCC Parties shall provide copies to the CCBU Parties of all correspondence with a Governmental Authority regarding any matters subject of a CCBCC Agency Notification, as well as all work plans, notices, submissions, field work, and final reports that are related to the Environmental Activities with respect to the CCBCC Real Property.

Section 5.20 Additional Financial Information for the CCBU Business. The CCBU Parties shall, and shall cause their Affiliates to, and shall use reasonable best efforts to cause their Representatives to, provide to the CCBCC Parties (a) the financial statements of the CCBU Business, including any accountant's report, and (b) such other financial information as is reasonably necessary to prepare pro forma financial statements, in each case, that the CCBCC Parties reasonably determine are required, pursuant to the applicable provisions of Regulation S-X under the Securities Act of 1933, as amended, specified in Item 9.01 of Form 8-K, to be filed by the CCBCC Parties in connection with the Closing, such financial statements and other financial information to be delivered as promptly as reasonably practical, but in any event at least fifteen (15) days prior to the time that the CCBCC Parties are required to file such financial statements pursuant to applicable securities Laws in connection with the Closing.

Section 5.21 Vehicle Titles and Registrations.

(a) The CCBU Parties shall use reasonable best efforts to deliver, or cause to be delivered, to the CCBCC Parties, at or prior to the Closing, all title certificates and registrations (as appropriate and as applicable) for the motor vehicles, rolling stock and other certificated assets included in the CCBU Transferred Assets (collectively, the "CCBU Titled Vehicles"), together with, if applicable, bills of sale and other instruments of transfer which may be required under applicable law to complete the transfer of the

record ownership thereof, in each case free and clear of all Liens except for Permitted Liens, duly executed and completed in favor of the CCBCC Parties or such other party as the CCBCC Parties may designate for such purposes (such duly completed title certificates and registrations, the "CCBU Completed Title Documents"). As soon as reasonably practical after the Closing, the CCBU Parties shall deliver, or cause to be delivered, to the CCBCC Parties all CCBU Completed Title Documents that the CCBU Parties were unable to deliver to the CCBCC Parties at or prior to the Closing. To the extent that CCBU Completed Title Documents for any CCBU Titled Vehicles are not delivered to the CCBCC Parties at or prior to the Closing, the CCBU Parties shall use reasonable best efforts to ensure that such CCBU Titled Vehicles are properly titled and registered for legal operation on federal, state and local roadways until such times as CCBU Completed Title Documents for such CCBU Titled Vehicles are delivered to the CCBCC Parties.

(b) The CCBCC Parties shall use reasonable best efforts to deliver, or cause to be delivered, to the CCBU Parties , at or prior to the Closing, all title certificates and registrations (as appropriate and as applicable) for the motor vehicles, rolling stock and other certificated assets included in the CCBCC Transferred Assets (collectively, the "CCBCC Titled Vehicles"), together with, if applicable, bills of sale and other instruments of transfer which may be required under applicable law to complete the transfer of the record ownership thereof, in each case free and clear of all Liens except for Permitted Liens, duly executed and completed in favor of the CCBU Parties or such other party as the CCBU Parties may designate for such purposes (such duly completed title certificates and registrations, the "CCBCC Completed Title Documents"). As soon as reasonably practical after the Closing, the CCBCC Parties shall deliver, or cause to be delivered, to the CCBU Parties all CCBCC Completed Title Documents that the CCBCC Parties were unable to deliver to the CCBU Parties at or prior to the Closing. To the extent that CCBCC Completed Title Documents for any CCBCC Titled Vehicles are not delivered to the CCBU Parties at or prior to the Closing, the CCBCC Parties shall use reasonable best efforts to ensure that such CCBCC Titled Vehicles are properly titled and registered for legal operation on federal, state and local roadways until such times as CCBCC Completed Title Documents for such CCBCC Titled Vehicles are delivered to the CCBU Parties.

ARTICLE VI

TAX MATTERS

Section 6.01 Tax Matters. The CCBU Parties and the CCBCC Parties are equally sharing the liability for all transfer, sales, use, stamp, conveyance, recording, registration, documentary, filing and other similar Taxes arising in connection with the consummation of the transactions contemplated by this Agreement ("Transaction Taxes"). If the CCBU Parties have the primary responsibility to collect and/or pay the Transaction Taxes to the appropriate Tax jurisdiction, the CCBU Parties shall provide the CCBCC Parties with the calculation of the applicable Transaction Taxes (together with reasonable supporting documentation if requested by the CCBCC Parties) and the CCBCC Parties shall reimburse the CCBU Parties for their fifty percent (50%) share of the liability with respect to such Transaction Taxes within thirty (30)

days after receiving the calculation thereof. Conversely, if the CCBCC Parties have the primary responsibility to collect and/or pay the Transaction Taxes to the appropriate Tax jurisdiction, the CCBCC Parties shall provide the CCBU Parties with the calculation of the applicable Transaction Taxes (together with reasonable supporting documentation if requested by the CCBU Parties) and the CCBU Parties shall reimburse the CCBCC Parties for their fifty percent (50%) share of the liability with respect to such Transaction Taxes within thirty (30) days after receiving the calculation thereof. Each party shall remit the applicable Transaction Taxes to the appropriate Tax jurisdiction on a timely basis as required under Law. Each party shall promptly deliver notice to the other parties in the event it receives a notice from a Governmental Authority regarding any such Transaction Tax. In addition, in the event a Governmental Authority commences an audit in respect of any such Transaction Taxes, the CCBU Parties and the CCBCC Parties shall cooperate to produce documentation to support that the Transaction Tax was satisfied or arose from a transaction that is nontaxable. Each of the CCBCC Parties and the CCBU Parties agrees to timely sign and deliver (or to cause to be timely signed and delivered) such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns with respect to, such Transaction Taxes.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.01 Conditions to Each Party's Obligations. The respective obligations of the CCBCC Parties and the CCBU Parties to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by the CCBCC Parties or the CCBU Parties, each in their sole discretion, provided that such waiver shall be effective only as to the obligations of the party waiving such condition:

(a) Injunction. There shall be in effect no Law or Governmental Order to the effect that the transfer of the CCBU Transferred Assets, the transfer of the CCBCC Transferred Assets or the other transactions contemplated by this Agreement may not be consummated as provided in this Agreement, no Action shall have been commenced by any Governmental Authority for the purpose of obtaining any such Governmental Order, and no written notice shall have been received from any Governmental Authority indicating an intent to restrain, prevent, materially delay or restructure the transactions contemplated by this Agreement.

(b) Governmental Consents. All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, all Governmental Authorities required in connection with the execution, delivery or performance of this Agreement shall have been obtained or made.

(c) HSR Act. The waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act, if applicable, shall have expired or been terminated.

(d) CCBU Business Third Party Consents. The CCBU Parties shall have obtained and delivered to the CCBCC Parties the written consents, notices, waivers, agreements or other documents with respect to the Persons set forth on Section 7.01(d) of the CCBU Disclosure Schedule with respect to the CCBU Business (all such consents, notices, waivers, agreements and other documents shall be in full force and effect on and following the Closing); provided, however, that any such consent, notice, waiver, agreement or other document is in form and substance reasonably satisfactory to the CCBCC Parties. The parties acknowledge that the process of obtaining such written consents, notices, waivers, agreements or other documents may, in the case of third party brand owners, include negotiation of certain terms by the CCBCC Parties directly with such third party brand owners.

(e) CCBCC Business Third Party Consents. The CCBCC Parties shall have obtained and delivered to the CCBU Parties the written consents, notices, waivers, agreements or other documents with respect to the Persons set forth on Section 7.01(e) of the CCBCC Disclosure Schedule with respect to the CCBCC Business (all such consents, notices, waivers, agreements and other documents shall be in full force and effect on and following the Closing); provided, however, that any such consent, notice, waiver, agreement or other document is in form and substance reasonably satisfactory to the CCBU Parties. The parties acknowledge that the process of obtaining such written consents, notices, waivers, agreements or other documents may, in the case of third party brand owners, include negotiation of certain terms by the CCBU Parties directly with such third party brand owners.

(f) Financial Methodologies. The CCBU Parties and the CCBCC Parties shall have mutually reasonably agreed with respect to (i) the resolution of the matters identified on Section 7.01(f) of the CCBU Disclosure Schedule related to the financial methodology underlying the preparation of the CCBU 2016 Data and the CCBU Closing Financial Information, and (ii) the resolution of the matters identified on Section 7.01(f) of the CCBCC Disclosure Schedule related to the financial methodology underlying the preparation of the CCBCC 2016 Data and the CCBCC Closing Financial Information.

(g) Fleet Assets. The CCBU Parties and the CCBCC Parties shall have mutually agreed that (i) the operating condition and average age of the trucks, trailers and forklifts included in the CCBU Transferred Assets are reasonably consistent with the operating condition and average age of such trucks, trailers and forklifts as of the date of this Agreement and (ii) the operating condition and average age of the trucks, trailers and forklifts included in the CCBCC Transferred Assets are reasonably consistent with the operating condition and average age of such trucks, trailers and forklifts as of the date of this Agreement.

(h) Vending Equipment Assets. The CCBU Parties and the CCBCC Parties shall have mutually agreed that (i) the operating condition and average age of the vending equipment included in the CCBU Transferred Assets are reasonably acceptable and (ii) the operating condition and average age of the vending equipment included in the CCBCC Transferred Assets are reasonably acceptable.

(i) Simultaneous Closings. The closing under each of the following agreements shall have been completed prior to or simultaneously with the Closing hereunder: (i) that certain Asset Exchange Agreement dated September 29, 2017 among the CCBCC Parties and CCR, (ii) that certain Asset Purchase Agreement dated September 29, 2017 among the CCBCC Parties, the CCBU Parties and CCR and (iii) that certain Asset Exchange Agreement dated September 29, 2017 among Piedmont Coca-Cola Bottling Partnership, a Delaware general partnership, and the CCBU Parties.

(j) CCBCC CBA Amendment. TCCC, CCR and CCBCC shall have executed and delivered, or caused to be executed and delivered, the CCBCC CBA Amendment and a copy thereof shall have been provided to CCBU.

(k) CCBU CBA Amendment. TCCC, CCR and CCBCU shall have executed and delivered, or caused to be executed and delivered, the CCBU CBA Amendment and a copy thereof shall have been provided to CCBCC.

Section 7.02 Conditions to Obligations of the CCBU Parties. The obligations of the CCBU Parties to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment by the CCBCC Parties or written waiver by the CCBU Parties, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the CCBCC Parties contained in this Agreement which are qualified by "material", "in all material respects", "CCBCC Material Adverse Effect" and words of similar meaning shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all respects as of such date, and (B) the representations and warranties of the CCBCC Parties contained in this Agreement which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all material respects as of such date; (ii) the covenants contained in this Agreement to be complied with by the CCBCC Parties on or before the Closing shall have been complied with in all material respects; and (iii) the CCBU Parties shall have received a certificate of the CCBCC Parties as to the satisfaction of Sections 7.02(a)(i) and 7.02(a)(ii) signed by a duly authorized executive officer of each CCBCC Party.

(b) No CCBCC Material Adverse Effect. Prior to the Closing, there shall not have occurred any CCBCC Material Adverse Effect.

(c) Employee Matters Agreements. Each of the CCBCC Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCBU Parties the CCBU Employee Matters Agreement and the CCBCC Employee Matters Agreement.

(d) Transition Services Agreement. Each of the CCBCC Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCBU Parties the Transition Services Agreement, if applicable.

Section 7.03 Conditions to Obligations of the CCBCC Parties. The obligations of the CCBCC Parties to consummate the transactions contemplated by this Agreement to occur at the Closing shall be subject to the fulfillment by the CCBU Parties or written waiver by the CCBCC Parties, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the CCBU Parties contained in this Agreement which are qualified by "material", "in all material respects", "CCBU Material Adverse Effect" and words of similar meaning shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all respects as of such date, and (B) the representations and warranties of the CCBU Parties contained in this Agreement which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date, other than representations and warranties made as of another date, which representations and warranties shall have been true and correct in all material respects as of such date; (ii) the covenants contained in this Agreement to be complied with by the CCBU Parties on or before the Closing shall have been complied with in all material respects; and (iii) the CCBCC Parties shall have received a certificate of the CCBU Parties as to the satisfaction of Sections 7.03(a)(i) and 7.03(a)(ii) signed by a duly authorized executive officer of each CCBU Party.

(b) No CCBU Material Adverse Effect. Prior to the Closing, there shall not have occurred any CCBU Material Adverse Effect.

(c) Employee Matters Agreements. Each of the CCBU Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCBCC Parties the CCBU Employee Matters Agreement and the CCBCC Employee Matters Agreement.

(d) Transition Services Agreement. Each of the CCBU Parties (as applicable) shall have executed and delivered, or caused to be executed and delivered, to the CCBCC Parties the Transition Services Agreement, if applicable.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.01 Termination. This Agreement may be terminated prior to the Closing:

(a) by the mutual written consent of the CCBU Parties and the CCBCC Parties;

(b) by either the CCBU Parties or the CCBCC Parties, if the Closing shall not have occurred on or prior to December 31, 2017 (the "End Date"); provided, however, that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any party whose failure to take any action required to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;

(c) by the CCBU Parties, if there has been a breach of any covenant or other agreement made by the CCBCC Parties in this Agreement, or any representation or warranty of the CCBCC Parties in this Agreement shall have been untrue or inaccurate or shall have become untrue or inaccurate (subject to the CCBCC Parties' right to cure as set forth herein), in each case which breach, untruth or inaccuracy (i) would give rise to a failure of the condition set forth in Section 7.02(a) or Section 7.02(b) (a "Terminating CCBCC Breach") and (ii) has not been (A) waived in writing by the CCBU Parties or (B) cured by the CCBCC Parties, within thirty (30) days after written notice from the CCBU Parties of such Terminating CCBCC Breach is received by the CCBCC Parties (such notice to describe such Terminating CCBCC Breach in reasonable detail);

(d) by the CCBCC Parties, if there has been a breach of any covenant or other agreement made by the CCBU Parties in this Agreement, or any representation or warranty of the CCBU Parties in this Agreement shall have been untrue or inaccurate or shall have become untrue or inaccurate (subject to the CCBU Parties' right to cure as set forth herein), in each case which breach, untruth or inaccuracy (i) would give rise to a failure of the condition set forth in Section 7.03(a) or Section 7.03(b) (a "Terminating CCBU Breach") and (ii) has not been (A) waived in writing by the CCBCC Parties or (B) cured by the CCBU Parties, within thirty (30) days after written notice from the CCBCC Parties of such Terminating CCBU Breach is received by the CCBU Parties (such notice to describe such Terminating CCBU Breach in reasonable detail);

(e) by the CCBU Parties, pursuant to Section 5.08(b); and

(f) by the CCBCC Parties, pursuant to Section 5.08(a).

Section 8.02 Notice of Termination. Any party desiring to terminate this Agreement pursuant to Section 8.01 shall give written notice of such termination to the other party or parties, as the case may be, to this Agreement.

Section 8.03 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability on the part of any party to this Agreement, except as set forth in this Section 8.03 (Effect of Termination), Section 5.04 (Confidentiality) and Article X (General Provisions); provided, however, that nothing in this Agreement shall relieve either the CCBU Parties or the CCBCC Parties from liability for any willful breach of this Agreement or willful failure to perform their obligations under this Agreement.

Section 8.04 Extension; Waiver. At any time after the date hereof, either the CCBU Parties or the CCBCC Parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any of the agreements or conditions contained in this Agreement, but such waiver of compliance with such agreements or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one (1) or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

ARTICLE IX

INDEMNIFICATION

Section 9.01 Survival. The representations and warranties of the CCBU Parties and the CCBCC Parties contained in or made pursuant to this Agreement shall survive in full force and effect until the date that is eighteen (18) months after the Closing Date, at which time they shall terminate (and no claims shall be made for indemnification under Sections 9.02(a)(i) or 9.03(a)(i) thereafter); provided, however, that the representations and warranties made in Sections 3.01 (Incorporation, Qualification and Authority of the CCBU Parties), 3.02(a) (No Conflict), 3.08(a) (Assets), 3.21 (Brokers) (collectively, the "CCBU Fundamental Representations"), 4.01 (Incorporation, Qualification and Authority of the CCBCC Parties), 4.02(a) (No Conflict), 4.08(a) (Assets), and 4.21 (Brokers) (collectively, the "CCBCC Fundamental Representations") shall survive the Closing indefinitely, the representations and warranties made in Sections 3.11 (Environmental Matters) and 4.11 (Environmental Matters) shall survive until the date that is five (5) years after the Closing Date, and the representations and warranties made in Sections 3.14 (Employee Benefits Matters), 4.14 (Employee Benefits Matters), 3.22 (Tax Matters) and 4.22 (Tax Matters) shall survive until the date that is three (3) years after the Closing Date, at which time they shall terminate; and provided, further, that the covenants and agreements that by their terms apply or are to be performed in whole or in part after the Closing Date, shall survive for the period provided in such covenants and agreements, if any, or until fully performed.

Section 9.02 Indemnification by the CCBU Parties.

(a) From and after the Closing, the CCBU Parties shall indemnify, defend and hold harmless the CCBCC Parties and their Affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "CCBCC Indemnified Parties") against, and reimburse any CCBCC Indemnified Party for, all Losses that such CCBCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) the inaccuracy or breach of any representations or warranties made by the CCBU Parties in this Agreement or in the certificates furnished by the CCBU Parties pursuant to Sections 2.07(h) and 7.03(a);

(ii) any breach or failure by the CCBU Parties to perform any of their covenants or obligations contained in this Agreement;

(iii) any claim or cause of action by any Person against any CCBCC Indemnified Party with respect to the ownership, operation or use of the CCBCC Transferred Assets or the operations of the CCBCC Business to the extent arising as a result of an event, occurrence or action occurring after the Closing, except to the extent that the underlying matter giving rise to such claim or cause of action is one in which a CCBCC Indemnified Party is otherwise responsible;

(iv) any CCBU Excluded Liability (including the failure of the CCBU Parties to perform or in due course pay and discharge any CCBU Excluded Liability); or

(v) any CCBCC Assumed Liability (including the failure of the CCBU Parties or their Affiliates to perform or in due course pay and discharge any CCBCC Assumed Liability).

(b) Notwithstanding any other provision of this Agreement to the contrary, (i) the CCBU Parties shall not be required to indemnify, defend or hold harmless any CCBCC Indemnified Party against, or reimburse any CCBCC Indemnified Party for, any Losses pursuant to Section 9.02(a)(i) until the aggregate amount of the CCBCC Indemnified Parties' Losses exceeds a dollar amount equal to $189,635.88 (the "CCBU Deductible Amount"), after which the CCBU Parties shall be obligated for all Losses of the CCBCC Indemnified Parties pursuant to Section 9.02(a)(i) in excess of the CCBU Deductible Amount up to a dollar amount equal to $1,896,358.80; provided, however, that the limitations on indemnification set forth in this Section 9.02(b)(i) shall not apply to any indemnification claim brought as a result of the inaccuracy or breach of any of the CCBU Fundamental Representations; (ii) the cumulative indemnification obligation of the CCBU Parties under Section 9.02(a)(i) shall in no event exceed the CCBU Base Brand Amount; and (iii) the indemnification obligation of the CCBU Parties under Section 9.02(a)(i) with respect to a breach of Section 3.22 (Tax Matters) shall not be subject to the CCBU Deductible Amount.

Section 9.03 Indemnification by the CCBCC Parties.

(a) From and after the Closing, the CCBCC Parties shall indemnify, defend and hold harmless the CCBU Parties and their Affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "CCBU Indemnified Parties") against, and reimburse any CCBU Indemnified Party for, all Losses that such CCBU Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) the inaccuracy or breach of any representations or warranties made by the CCBCC Parties in this Agreement or in the certificates furnished by the CCBCC Parties pursuant to Sections 2.08(h) and 7.02(a);

(ii) any breach or failure by the CCBCC Parties to perform any of their covenants or obligations contained in this Agreement;

(iii) any claim or cause of action by any Person against any CCBU Indemnified Party with respect to the ownership, operation or use of the CCBU Transferred Assets or the operations of the CCBU Business to the extent arising as a result of an event, occurrence or action occurring after the Closing, except to the extent that the underlying matter giving rise to such claim or cause of action is one in which a CCBU Indemnified Party is otherwise responsible;

(iv) any CCBCC Excluded Liability (including the failure of the CCBCC Parties to perform or in due course pay and discharge any CCBCC Excluded Liability); or

(v) any CCBU Assumed Liability (including the failure of the CCBCC Parties or their Affiliates to perform or in due course pay and discharge any CCBU Assumed Liability).

(b) Notwithstanding any other provision of this Agreement to the contrary, (i) the CCBCC Parties shall not be required to indemnify, defend or hold harmless any CCBU Indemnified Party against, or reimburse any CCBU Indemnified Party for, any Losses pursuant to Section 9.03(a)(i) until the aggregate amount of the CCBU Indemnified Parties' Losses exceeds a dollar amount equal to $153,534.56 (the "CCBCC Deductible Amount"), after which the CCBCC Parties shall be obligated for all Losses of the CCBU Indemnified Parties pursuant to Section 9.03(a)(i) in excess of the CCBCC Deductible Amount up to a dollar amount equal to $1,535,345.61; provided, however, that the limitations on indemnification set forth in this Section 9.03(b)(i) shall not apply to any indemnification claim brought as a result of the inaccuracy or breach of any of the CCBCC Fundamental Representations; (ii) the cumulative indemnification obligation of the CCBCC Parties under Section 9.03(a)(i) shall in no event exceed the CCBCC Base Brand Amount; and (iii) the indemnification obligation of the CCBCC Parties under Section 9.03(a)(i) with respect to a breach of Section 4.22 (Tax Matters) shall not be subject to the CCBCC Deductible Amount.

Section 9.04 Notification of Claims.

(a) A Person that may be entitled to be indemnified under this Agreement (the "Indemnified Party"), shall promptly notify the party or parties liable for such indemnification hereunder (the "Indemnifying Party") in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or could reasonably give rise to a right of indemnification under this Agreement (including a pending or threatened claim or demand asserted by a third party against the Indemnified Party, such claim being a "Third Party Claim"), describing in reasonable detail the facts

and circumstances with respect to the subject matter of such claim or demand; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent the Indemnifying Party is prejudiced by such failure, it being understood that notices for claims in respect of a breach of a representation, warranty, covenant or agreement must be delivered prior to the expiration of any applicable survival period specified in Section 9.01 for such representation, warranty, covenant or agreement. Within forty-five (45) days after its receipt of the Third Party Claim notice (the "Third Party Claim Response Period"), the Indemnifying Party shall give notice to the Indemnified Party, in writing, either acknowledging or denying its obligations to indemnify and defend under this Article IX.

(b) If, during the Third Party Claim Response Period, the Indemnifying Party notifies the Indemnified Party that it acknowledges its obligations to indemnify and defend the Indemnified Party against the Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if such Indemnifying Party gives notice in writing of its election to do so to the Indemnified Party, together with the acknowledgement of its obligations to indemnify , within ten (10) Business Days of the receipt of notice from the Indemnified Party; provided, however, that an Indemnifying Party will not be entitled to assume the defense of any Third Party Claim if such Third Party Claim could result in criminal liability of, or equitable remedies against, the Indemnified Party. If the Indemnifying Party so elects to undertake any such defense against a Third Party Claim, the Indemnified Party may participate in such defense at its own expense, except as set forth in the following sentence. An Indemnified Party shall have the right to employ separate counsel at the Indemnifying Party's expense if the named parties to any such proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party. If the Indemnifying Party elects to undertake such defense, the Indemnifying Party shall select counsel, contractors and consultants of recognized standing and competence after consultation with the Indemnified Party. Each party hereto shall, and shall cause each of its Affiliates, members, officers, agents and employees to, cooperate fully with the other parties hereto in connection with any Third Party Claim. The Indemnifying Party shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third Party Claim, without the consent of any Indemnified Party, provided that (i) the settlement or judgment involves only monetary payments, (ii) the Indemnifying Party pays or causes to be paid all amounts arising out of such settlement or judgment promptly following the effectiveness of such settlement or judgment and (iii) the Indemnifying Party obtains, as a condition of any settlement or other resolution, a complete release of any Indemnified Party affected by such Third Party Claim. If the Indemnifying Party does not assume, or is not entitled to assume, the defense of a Third Party Claim as provided in this Section 9.04(b), the Indemnified Party shall defend such Third Party Claim but shall not consent to a settlement of, or the entry of any judgment arising from, such Third Party Claim without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, that the Indemnified Party may consent to a settlement of, or the entry of any judgment arising

from, such Third Party Claim if such settlement or judgment includes an unconditional release of the Indemnifying Party and its Affiliates from all liability arising out of such Third Party Claim. With respect to a Third Party Claim regarding Taxes, the Indemnifying Party only has the right to control such Third Party Claim if it (x) relates to Taxes attributable to the CCBU Business or the CCBU Transferred Assets (if CCBU is the Indemnifying Party) or the CCBCC Business or the CCBCC Transferred Assets (if CCBCC is the Indemnifying Party) with respect to a taxable period or portion thereof ending prior to the Closing Date or (y) relates to Taxes imposed on the Indemnifying Party or its Affiliates, provided that with respect to any Third Party Claim with respect to Transaction Taxes, the CCBU Parties and the CCBCC Parties shall jointly control such Third Party Claim and shall share equally in any direct costs and expenses incurred by the parties with respect thereto.

(c) In the event that an Indemnified Party determines that it has a claim pursuant to Section 9.04(a) that does not involve a Third Party Claim, the Indemnified Party shall give prompt written notice thereof to the Indemnifying Party, specifying the amount of such claim (if known or reasonably capable of estimation) and any relevant facts and circumstances relating thereto. The Indemnified Party shall provide the Indemnifying Party with reasonable access to its books and records, properties, assets, personnel, agents and advisors for the purpose of allowing the Indemnifying Party a reasonable opportunity to verify any such claim. The Indemnified Party and the Indemnifying Party shall negotiate in good faith regarding the resolution of any disputed claims of liability. Promptly following the final determination of the amount of any disputed claims by written agreement between the Indemnifying Party and the Indemnified Party or pursuant to a final, non-appealable order or judgment regarding such disputed claims that has been entered in a court of competent jurisdiction, the Indemnifying Party promptly shall pay the amount of any such finally determined liability to the Indemnified Party by wire transfer or check made payable to the order of the Indemnified Party.

Section 9.05 Exclusive Remedies. The CCBU Parties and the CCBCC Parties acknowledge and agree that, following the Closing, the indemnification provisions of Sections 9.02 and 9.03 shall be the sole and exclusive remedies of any CCBCC Indemnified Party and any CCBU Indemnified Party, respectively, for any Losses (including any Losses from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, statute, strict liability, or otherwise) that it may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of any representation or warranty in this Agreement by the CCBU Parties or the CCBCC Parties, respectively, or any failure by a CCBU Party or a CCBCC Party, respectively, to perform or comply with any covenant or agreement set forth herein, except in the case of fraud or intentional misrepresentation. Without limiting the generality of the foregoing, the parties hereto hereby irrevocably waive any right of rescission they may otherwise have or to which they may become entitled.

Section 9.06 Additional Indemnification Provisions.

(a) The CCBU Parties and the CCBCC Parties agree, for themselves and on behalf of their respective Affiliates and Representatives, that with respect to the indemnification obligations in this Agreement:

(i) all Losses shall be net of any third-party insurance proceeds which have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification;

(ii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Agreement for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach hereof) unless any such damages or items are awarded to a third party in a Third Party Claim, provided that this Section 9.06(a)(ii) shall not limit or restrict in any way the right or ability of an Indemnified Party to recover damages that are direct and reasonably foreseeable; and

(iii) so long as such party has complied with its obligations under Section 2.04, no party shall have the obligation to indemnify any other Person with respect to any Losses to the extent relating to any failure by the parties to obtain the consent of any Person required in a CCBU Assumed Contract (other than in the event where such CCBU Assumed Contract is a CCBU Material Contract that the CCBU Parties failed to identify as requiring consent or notice on Section 3.12(a) of the CCBU Disclosure Schedule) as a result of the consummation of the transactions contemplated hereunder or a CCBCC Assumed Contract (other than in the event where such CCBCC Assumed Contract is a CCBCC Material Contract that the CCBCC Parties failed to identify as requiring consent or notice on Section 4.12(a) of the CCBCC Disclosure Schedule) as a result of the consummation of the transactions contemplated hereunder.

(b) In addition to, and not in limitation of, the foregoing, the CCBU Parties and the CCBCC Parties agree, for themselves and on behalf of their respective Affiliates and Representatives, that:

(i) the CCBU Parties shall have no liability to indemnify any CCBCC Indemnified Party under this Agreement with respect to any Losses (A) to the extent such Losses are included in the CCBU Assumed Liabilities reflected on the CCBU Final Amounts Schedule or would be duplicative of amounts paid by the CCBU Parties pursuant to Section 2.12(a) or Section 5.14(a), or (B) to the extent such Losses are caused by or result from any action (I) that after the date hereof the CCBCC Parties request the CCBU Parties to take or refrain from taking in writing pursuant to Section 5.01(a) (other than actions the CCBU Parties are already obligated to take or refrain from taking under this Agreement), (II) taken pursuant to a written consent from CCBCC specifically authorizing such action, but only as long as the CCBU Parties' request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of a

CCBU Party hereunder, or (III) that the CCBU Parties or any of their Affiliates, having sought CCBCC 's consent pursuant to Section 5.01(a), did not take as a result of CCBCC having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (I) and (II), any such Losses constituting costs and expenses specifically and intentionally incurred by the CCBU Parties to take any such action requested by the CCBCC Parties and agreed to by the CCBU Parties; and

(ii) the CCBCC Parties shall have no liability to indemnify any CCBU Indemnified Party under this Agreement with respect to any Losses (A) to the extent such Losses are included in the CCBCC Assumed Liabilities reflected on the CCBCC Final Amounts Schedule or would be duplicative of amounts paid by the CCBCC Parties pursuant to Section 2.12(b) or Section 5.14(b), or (B) to the extent such Losses are caused by or result from any action (I) that after the date hereof the CCBU Parties request the CCBCC Parties to take or refrain from taking in writing pursuant to Section 5.01(b) (other than actions the CCBCC Parties are already obligated to take or refrain from taking under this Agreement), (II) taken pursuant to a written consent from CCBU specifically authorizing such action, but only as long as the CCBCC Parties' request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of a CCBCC Party hereunder, or (III) that the CCBCC Parties or any of their Affiliates, having sought CCBU's consent pursuant to Section 5.01(b), did not take as a result of CCBU having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (I) and (II), any such Losses constituting costs and expenses specifically and intentionally incurred by the CCBCC Parties to take any such action requested by the CCBU Parties and agreed to by the CCBCC Parties.

Section 9.07 Mitigation. Each of the parties hereto agrees to take all reasonable steps to mitigate their respective Losses upon and after becoming aware of any event or condition which would reasonably be expected to give rise to any Losses that are indemnifiable hereunder.

Section 9.08 Third Party Recovery. If the CCBCC Indemnified Parties or the CCBU Indemnified Parties recover any amounts in respect of Losses from any third party at any time after the CCBCC Parties or the CCBU Parties, as applicable, have paid all or a portion of such Losses to the CCBCC Indemnified Parties or the CCBU Indemnified Parties, as applicable, pursuant to the provisions of this Article IX, the CCBCC Parties or the CCBU Parties, as applicable, shall, or shall cause such CCBCC Indemnified Parties or CCBU Indemnified Parties, as applicable, to promptly (and in any event within two (2) Business Days of receipt) pay over to the CCBCC Parties or to the CCBU Parties, as applicable, the amount so received (to the extent previously paid by the CCBCC Parties or the CCBU Parties, as applicable).

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Expenses. Except as may be otherwise specified in this Agreement and the Companion Agreements or as set forth on Section 10.01 of the CCBU Disclosure Schedule or Section 10.01 of the CCBCC Disclosure Schedule, all costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred in connection with this Agreement and the Companion Agreements and the transactions contemplated hereby and thereby shall be paid by the Person incurring such costs and expenses, whether or not the Closing shall have occurred. The CCBCC Parties and the CCBU Parties shall each pay one-half of any HSR Act or similar filing or reporting fees in connection with the transactions contemplated by this Agreement, if applicable.

Section 10.02 Notices. All notices, communications, consents and deliveries under this Agreement shall be delivered in writing, unless otherwise expressly permitted herein, and shall be deemed given: (a) when delivered if delivered personally (including by courier); (b) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (c) on the day after mailing (or on the following Monday if mailed on a Friday or Saturday) if sent by a nationally recognized overnight delivery service which maintains records of the time, place and receipt of delivery; or (d) upon receipt of a confirmed transmission, if sent by facsimile transmission or by email (or on the first Business Day following the date sent if the date sent is not a Business Day), in each case to the parties at the following addresses or to such other addresses as may be furnished in writing by one party to the others, provided that if notice is given by email, such notice shall also be sent at the same time by facsimile transmission:

(i) if to the CCBU Parties to:

Coca-Cola Bottling Company United, Inc.
One Coca-Cola Plaza
4600 East Lake Boulevard
Birmingham, Alabama 35217
Attention: M. Williams Goodwyn, Jr.
Facsimile: (205) 849-3269
Email: wgoodwyn@ccbcu.com

with a copy, which shall not constitute notice, to:

Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Attention: Virginia C. Patterson
Facsimile: (205) 488-6338
Email: vpatterson@bradley.com

(ii) if to the CCBCC Parties to:

Coca-Cola Bottling Co. Consolidated
4100 Coca Cola Plaza
Charlotte, North Carolina 28211

Attention: E. Beauregarde Fisher III, Executive Vice President & General Counsel
Facsimile: (704) 602-4408
Email: beau.fisher@ccbcc.com

with a copy, which shall not constitute notice, to:

Moore & Van Allen PLLC
100 North Tryon Street
Suite 4700
Charlotte, North Carolina 28202
Attention: John V. McIntosh
Facsimile: (704) 331-1159
Email: johnmcintosh@mvalaw.com

Notwithstanding anything to the contrary in this Agreement, (x) (I) any amendments of or supplements to the CCBU Disclosure Schedule delivered by the CCBU Parties pursuant to the first two (2) sentences of Section 5.08(a) and (II) the CCBU Closing Financial Information, and (y) (I) any amendments of or supplements to the CCBCC Disclosure Schedule delivered by the CCBCC Parties pursuant to the first two (2) sentences of Section 5.08(b) and (II) the CCBCC Closing Financial Information, in each case, may be delivered by email (or other electronic means) only, and such delivery by email (or other electronic means) will be deemed to satisfy the requirements of this Section 10.02, without the requirement that notice also be provided by facsimile transmission or in any other format or medium; provided, that the delivery of such information by email (or other electronic means) only shall not be deemed effective until the CCBU Parties or the CCBCC Parties, as applicable, have confirmed their receipt of the same; provided, further, that, upon such receipt, the CCBU Parties or the CCBCC Parties, as applicable, will be obligated to provide, and shall provide, such confirmation promptly.

Section 10.03 Public Announcements. No party or Affiliate of such party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the Companion Agreements or the transactions contemplated hereby or thereby without the prior written consent of the CCBU Parties and the CCBCC Parties (which consent shall not be unreasonably withheld, delayed or conditioned), except as may be required by Law or stock exchange rules, in which case the party required to publish such press release or public announcement shall allow the other parties a reasonable opportunity to comment on such press release or public announcement in advance of such publication.

Section 10.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 10.05 Entire Agreement. Except as otherwise expressly provided herein and therein, this Agreement (together with the exhibits and schedules hereto) and the Companion Agreements constitute the entire agreement of the CCBU Parties and the CCBCC Parties with respect to the acquisition of the CCBU Business by the CCBCC Parties and the acquisition of the CCBCC Business by the CCBU Parties and supersede all prior agreements and undertakings, both written and oral between or on behalf of the CCBU Parties and the CCBCC Parties or their Affiliates with respect to the acquisition of the CCBU Business by the CCBCC Parties and the acquisition of the CCBCC Business by the CCBU Parties.

Section 10.06 Assignment. Other than as contemplated herein, neither this Agreement nor any of the rights or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void; provided, however, that the CCBU Parties may, without the prior written consent of the CCBCC Parties, assign any or all of their rights and obligations under this Agreement to one (1) or more direct or indirect wholly-owned Subsidiaries of CCBU, but only to the extent that such assignment would not result in an impairment of the CCBCC Parties' rights under this Agreement; and provided, further, that the CCBCC Parties may, without the prior written consent of the CCBU Parties, assign any or all of their rights and obligations under this Agreement to one (1) or more of their direct or indirect wholly-owned Subsidiaries, but only to the extent that such assignment would not result in an impairment of the CCBU Parties' rights under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.07 No Third-Party Beneficiaries. Except as provided in Article IX with respect to CCBU Indemnified Parties and CCBCC Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns, and nothing in this Agreement, whether express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.08 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties to such agreement.

Section 10.09 Disclosure Schedules. Any disclosure with respect to a Section or Schedule of this Agreement shall be deemed to be disclosed for other Sections and Schedules of this Agreement to the extent that such disclosure sets forth facts in sufficient detail so that the relevance of such disclosure with respect to such other Sections or Schedules would be reasonably apparent to a reader of such disclosure. Matters reflected in any Section of this Agreement, including any Section of the CCBU Disclosure Schedule or the CCBCC Disclosure Schedule, are not necessarily limited to matters required by this Agreement to be so reflected. Such additional matters are set forth for informational purposes and do not necessarily include

other matters of a similar nature. No reference to or disclosure of any item or other matter in any Section or Schedule of this Agreement shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Agreement.

Section 10.10 Governing Law and Dispute Resolution.

(a) This Agreement and the Companion Agreements (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby and thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that, except to the extent set forth otherwise in the Companion Agreements, any claims, causes of action or disputes that may be based upon, arise out of or relate to this Agreement or the Companion Agreements, to the transactions contemplated hereby and thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be resolved only in the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the District of Delaware and the appellate courts having jurisdiction of appeals from such courts (the "Delaware Courts"). In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Agreement and the Companion Agreements, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts;

(ii) consents that any such Action may and shall be brought in the Delaware Courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in the Delaware Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02; and

(iv) agrees that nothing in this Agreement or the Companion Agreements shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

Section 10.11 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE COMPANION AGREEMENTS OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.

Section 10.12 Bulk Sales Laws. The CCBCC Parties and the CCBU Parties each hereby waive compliance by the CCBU Parties (with respect to the sale of the CCBU Transferred Assets) and by the CCBCC Parties (with respect to the sale of the CCBCC Transferred Assets) with the provisions of the "bulk sales," "bulk transfer" or similar laws of any state or any jurisdiction within or outside the United States.

Section 10.13 Specific Performance. Each party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other parties hereto and that no party hereto would have an adequate remedy at law. Therefore, the obligations of the CCBU Parties under this Agreement, including the CCBU Parties' obligations to transfer the CCBU Transferred Assets to the CCBCC Parties and to acquire the CCBCC Transferred Assets from the CCBCC Parties, and the obligations of the CCBCC Parties under this Agreement, including the CCBCC Parties' obligations to transfer the CCBCC Transferred Assets to the CCBU Parties and to acquire the CCBU Transferred Assets from the CCBU Parties, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise.

Section 10.14 Rules of Construction. Interpretation of this Agreement and the Companion Agreements shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits and Schedules of or to this Agreement unless otherwise specified; (c) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire

Agreement, including the CCBU Disclosure Schedule, the CCBCC Disclosure Schedule, Annexes and Exhibits hereto; (d) references to "dollars" or "$" mean United States dollars; (e) the word "including" and words of similar import when used in this Agreement means including without limitation, unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) each of the parties hereto has participated in the negotiation and drafting of this Agreement, and, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or burdening any party hereto by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to days means calendar days unless Business Days are expressly specified; and (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 10.15 Counterparts. This Agreement and the Companion Agreements may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or the Companion Agreements by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the CCBU Parties and the CCBCC Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

CCBU:

COCA-COLA BOTTLING COMPANY
UNITED, INC.

By: /s/ John H. Sherman, III
Name: John H. Sherman, III
Title: President and Chief Executive Officer

COCA-COLA BOTTLING COMPANY
UNITED – EAST, LLC

By: /s/ Hafiz F. Chandiwala
Name: Hafiz F. Chandiwala
Title: Vice President and Treasurer

UNITED BOTTLING CONTRACTS
COMPANY, LLC

By: /s/ Hafiz F. Chandiwala
Name: Hafiz F. Chandiwala
Title: Vice President and Treasurer

[Signatures Continue on the Following Page]

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: /s/ James E. Harris
Name: James E. Harris
Title: Executive Vice President

CCBCC OPERATIONS, LLC

By: /s/ E. Beauregarde Fisher III
Name: E. Beauregarde Fisher III
Title: Vice President

RED CLASSIC EQUIPMENT, LLC

By: /s/ Clifford M. Deal, III
Name: Clifford M. Deal, III
Title: Vice President

RED CLASSIC TRANSIT, LLC

By: /s/ Clifford M. Deal, III
Name: Clifford M. Deal, III
Title: Vice President

EXHIBIT A

DEFINITIONS

"Acceptable Regulatory Standards" means those standards in effect as of the Closing with respect to the presence of a Hazardous Substance on a real property which (a) if achieved in a cleanup, would be sufficient to satisfy the minimum and lowest cost requirements of the regulatory authorities having jurisdiction with respect to the real property so that such regulatory authorities would issue a letter or other document confirming that no further action is required with respect to the investigation, cleanup, remediation and monitoring of the real property with respect to such Hazardous Substance for the continued use of the real property for industrial or commercial purposes only, including the possible application of restrictive covenants, engineering controls, other types of use restrictions or monitored natural attenuation, for Hazardous Substances for which promulgated remediation standards exist; or (b) where the regulatory authorities do not issue such letters or other documents, would be sufficient to satisfy the promulgated remediation standards of the jurisdiction for the continued use of the real property for industrial or commercial purposes only, including the possible application of restrictive covenants, engineering controls, other types of use restrictions or monitored natural attenuation for the minimum and lowest cost.

"Action" means any claim, action, demand, audit, citation, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Additional Consideration" has the meaning set forth in Section 2.06.

"Affiliate" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Agreed Financial Methodology" means, as applicable, the CCBCC Agreed Financial Methodology with respect to financial information regarding the CCBCC Business or the CCBU Agreed Financial Methodology with respect to financial information regarding the CCBU Business.

"Agreement" means this Asset Exchange Agreement, dated as of September 29, 2017, by and among the CCBU Parties and the CCBCC Parties, including the CCBU Disclosure Schedule, the CCBCC Disclosure Schedule and the Exhibits, and all amendments to this Asset Exchange Agreement made in accordance with Section 10.08.

"Allocation Determination Date" has the meaning set forth in Section 2.11(b).

"Arbitrator" has the meaning set forth in Section 2.09(c).

"Business Day" means any day that is not a Saturday, a Sunday or other day on which commercial banks in Charlotte, North Carolina are required or authorized by Law to be closed.

"CCBCC" has the meaning set forth in the preamble to this Agreement.

"CCBCC 2016 Additional Financial Information" has the meaning set forth in Section 4.20(b).

"CCBCC 2016 Data" has the meaning set forth in Section 4.20(a).

"CCBCC Active Employee OPEB Liability" means the liabilities and obligations of the CCBCC Parties as of the Closing to provide post-employment retiree medical and prescription drug benefits to any of the CCBCC Business Employees who accepts employment with CCBU as of or immediately after the Closing.

"CCBCC Agency Notification" has the meaning set forth in Section 5.19(f).

"CCBCC Agreed Financial Methodology" means the accounting policies, methodologies, assumptions and allocations used by the CCBCC Parties in preparing the CCBCC 2016 Data with such changes or adjustments to such policies, methodologies, assumptions and allocations as are set forth in Section A of the CCBCC Disclosure Schedule or as the CCBCC Parties and the CCBU Parties may mutually agree in writing subsequent to the date hereof, including as a result of the mutually agreed upon resolution of any of the items described on Section 7.01(f) of the CCBCC Disclosure Schedule.

"CCBCC Agreed Replacement Value" has the meaning set forth in Section 2.12(b)(i).

"CCBCC Assignment and Assumption Agreement" has the meaning set forth in Section 2.07(d).

"CCBCC Assignment and Assumption of Lease" has the meaning set forth in Section 2.07(g).

"CCBCC Assumed Contracts" has the meaning set forth in Section 2.03(a)(v).

"CCBCC Assumed Liabilities" has the meaning set forth in Section 2.03(c).

"CCBCC Base Brand Amount" means $15,353,456.12.

"CCBCC Business" means the business that the CCBCC Parties are engaged in related to the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCBCC Territory, but specifically excluding the manufacture or production of Coca-Cola and other beverage products.

"CCBCC Business Employees" means all employees of the CCBCC Parties and their Affiliates who are engaged primarily in the CCBCC Business, together with any individuals hired by the CCBCC Parties or their Affiliates after the date hereof and prior to the Closing who are engaged primarily in the CCBCC Business who are employed by the CCBU Parties or their Affiliates with respect to the CCBCC Business as of or immediately after the Closing as further described in the CCBCC Employee Matters Agreement.

"CCBCC CBA Amendment" means an amendment to the Comprehensive Beverage Agreement Form EPB First-Line and Sub-Bottling, dated as of March 31, 2017, as amended, by and between TCCC, CCR and CCBCC, to reflect the transfer of the CCBCC Territory by CCBCC and the acquisition of the CCBU Territory by CCBCC.

"CCBCC Closing Financial Information" means (a) components of the unaudited balance sheet of the CCBCC Business as of the Closing Date (provided that such unaudited balance sheet will include the CCBCC Retained Assets and CCBCC Retained Liabilities as reflected in the CCBCC 2016 Data, as adjusted for certain mutually agreed upon items, and will include the aggregate amount of the CCBCC Active Employee OPEB Liability and the CCBCC Other Employee OPEB Liability as of October 1, 2017), in a format consistent with the CCBCC 2016 Data and determined in accordance with the CCBCC Agreed Financial Methodology; and (b) updates of Sections 2.03(a)(i), 2.03(a)(ii), 2.03(a)(iii), 2.03(a)(iv)-1 and 2.03(a)(iv)-2 of the CCBCC Disclosure Schedule to update the description of the CCBCC Transferred Assets as of the Closing to be consistent with the unaudited balance sheet of the CCBCC Business as of the Closing Date.

"CCBCC Completed Title Documents" has the meaning set forth in Section 5.21(b).

"CCBCC Comprehensive Beverage Agreement" means the Comprehensive Beverage Agreement Form EPB First-Line and Sub-Bottling, dated as of March 31, 2017, by and between TCCC, CCR and CCBCC, as amended from time to time.

"CCBCC Critical Leased Property" has the meaning set forth in Section 4.10(b).

"CCBCC Customer" means each of the twenty (20) largest customers of the CCBCC Business as measured by the dollar amount of purchases made from the CCBCC Parties and their Affiliates solely in connection with the CCBCC Business during the 12-month period ended on the date hereof.

"CCBCC Deductible Amount" has the meaning set forth in Section 9.03(b).

"CCBCC Deed" has the meaning set forth in Section 2.08(e).

"CCBCC Disclosure Schedule" means the disclosure schedule delivered by the CCBCC Parties to the CCBU Parties and which forms a part of this Agreement.

"CCBCC Employee Matters Agreement" means the Employee Matters Agreement between CCBU and CCBCC pertaining to CCBCC Business Employees in substantially the form attached hereto as Exhibit H.

"CCBCC Employee Plans" has the meaning set forth in Section 4.14(b).

"CCBCC Equipment Dispute Notice" has the meaning set forth in Section 2.12(b)(iii).

"CCBCC Estimated Closing Statement" has the meaning set forth in Section 2.09(b)(i).

"CCBCC Excluded Assets" has the meaning set forth in Section 2.03(b).

"CCBCC Excluded Contracts" means any contracts of the CCBCC Parties with respect to Debt of the CCBCC Parties or their Affiliates or any Tax sharing agreements to which any CCBCC Party or any of the CCBCC Parties' Affiliates is a party.

"CCBCC Excluded Fountain Equipment" means all fountain equipment (including pre-mix and post-mix) used in the businesses of the CCBCC Parties or their Affiliates, other than the CCBCC Transferred Fountain Equipment (including, for example, fountain equipment situated on the property of any chain restaurant or other retail establishment with which any CCBCC Party does business that is owned by TCCC or by the customer.

"CCBCC Excluded Liabilities" has the meaning set forth in Section 2.03(d).

"CCBCC Final Amounts Schedule" means the schedule of the CCBCC Base Brand Amount, as adjusted for certain mutually agreed upon items, CCBCC Net Working Capital Amount, the CCBCC Retained Assets Amount and the CCBCC Retained Liabilities Amount.

"CCBCC Fundamental Representations" has the meaning set forth in Section 9.01.

"CCBCC Guarantees" has the meaning set forth in Section 5.10(b).

"CCBCC Indemnified Parties" has the meaning set forth in Section 9.02(a).

"CCBCC Leased Real Property" has the meaning set forth in Section 2.03(a)(i).

"CCBCC Material Adverse Effect" means any state of facts, event, change, condition, effect, circumstance or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on (x) the business condition (financial or otherwise), assets, liabilities, operations or the results of the operations of the CCBCC Business or the CCBCC Transferred Assets, or (y) the ability of the CCBCC Parties to perform their obligations under this Agreement or the Companion Agreements or to consummate the transactions contemplated hereby or thereby; provided, however, that for purposes of clause (x) of this definition, none of the following shall be taken into account in determining whether a CCBCC Material Adverse Effect has occurred or would be reasonably likely to occur (except with respect to clauses (a), (c) or (f) below, to the extent such state of facts, event, change, condition, effect, circumstance or occurrence has had a disproportionate effect on the CCBCC Business taken as a whole compared to other participants in the soft drink distribution industry): (a) an event or series of events or circumstances affecting (i) the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) political conditions generally of the United States or any other country or jurisdiction in which a CCBCC Party operates or (iii) the soft drink distribution industry generally (including demand and the availability and pricing of raw materials, marketing and transportation); (b) the negotiation, execution or the announcement of the transactions contemplated by this Agreement or the Companion Agreements; (c) any changes in applicable Law; (d) actions required to be taken or prohibited pursuant to this Agreement or taken with the CCBU Parties' consent or at the CCBU Parties' request; (e) the effect of any action taken by the CCBU Parties or their Affiliates with respect to the transactions contemplated hereby; (f) any hostilities, acts of war, sabotage, terrorism or military actions, or any earthquakes, hurricanes, pandemics or other natural disasters, or any other force majeure event, whether or not caused by any Person, or any national

or international calamity or crisis, or any escalation or worsening of any of the foregoing events; or (g) the failure to meet internal or published projections, estimates or forecasts of revenues, earnings or other measures of financial or operating performance for any period (provided, that the underlying causes of any such failure may be considered in determining whether a CCBCC Material Adverse Effect exists).

"CCBCC Material Contracts" has the meaning set forth in Section 4.12(a).

"CCBCC Material Permits" has the meaning set forth in Section 4.07(a).

"CCBCC Names" has the meaning set forth in Section 5.12(b).

"CCBCC Net Working Capital" means (a) the current assets of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, including all cash located in the CCBCC Subject Equipment as reflected in the full service change fund, less (b) the current liabilities of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule.

"CCBCC Net Working Capital Amount" means an amount equal to (a) the Net Book Value of the current assets of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, including all cash located in the CCBCC Subject Equipment as reflected in the full service change fund, less (b) the Net Book Value of the current liabilities of the CCBCC Business listed on Section B-2 of the CCBCC Disclosure Schedule, in each case, as of the Closing Date (provided that for purposes of such calculation, the Net Book Value of the CCBCC Retained Assets and the CCBCC Retained Liabilities included therein shall be as reflected in the CCBCC 2016 Data, as adjusted for certain mutually agreed upon items) and determined in accordance with the guidelines set forth on Section B-1 of the CCBCC Disclosure Schedule and in accordance with the CCBCC Closing Financial Information and the CCBCC Agreed Financial Methodology.

"CCBCC New Business Contracts" has the meaning set forth in Section 5.17(b).

"CCBCC New Contract" has the meaning set forth in Section 5.17(b).

"CCBCC Notice of Dispute" has the meaning set forth in Section 2.09(a)(iii).

"CCBCC Obsolete Inventory" has the meaning set forth in Section 5.14(b)(ii).

"CCBCC Other Employee OPEB Liability" means the liabilities and obligations of the CCBCC Parties to provide post-employment retiree medical, prescription drug and life insurance benefits to their retired employees other than the CCBCC Active Employee OPEB Liability.

"CCBCC Owned Real Property" has the meaning set forth in Section 2.03(a)(i).

"CCBCC Partial Assignments and Releases" has the meaning set forth in Section 5.17(b).

"CCBCC Party" or "CCBCC Parties" has the meaning set forth in the preamble to this Agreement.

"CCBCC Pre-Closing Material Contract" has the meaning set forth in Section 2.03(a)(v).

"CCBCC Pre-Closing Products" means (a) any products included in the CCBCC Transferred Assets and (b) any products at any time manufactured or sold by the CCBCC Parties in the conduct of the CCBCC Business prior to the Closing.

"CCBCC Preliminary Amounts Schedule" means the draft schedule of the CCBCC Base Brand Amount, as adjusted for certain mutually agreed upon items, CCBCC Net Working Capital Amount, the CCBCC Retained Assets Amount and the CCBCC Retained Liabilities Amount.

"CCBCC Real Property" has the meaning set forth in Section 4.10(c).

"CCBCC Retained Assets" means, collectively, (a) the assets included within the CCBCC Net Working Capital that are designated on Section B-2 of the CCBCC Disclosure Schedule as not being included within the CCBCC Transferred Assets and (b) the assets designated on Section C of the CCBCC Disclosure Schedule as not being included within the CCBCC Transferred Assets.

"CCBCC Retained Assets Amount" means an amount equal to the Net Book Value of the CCBCC Retained Assets as reflected in the CCBCC 2016 Data, as adjusted for certain mutually agreed upon items, determined in accordance with the CCBCC Agreed Financial Methodology.

"CCBCC Retained Liabilities" means, collectively, (a) the liabilities included within the CCBCC Net Working Capital that are designated on Section B-2 of the CCBCC Disclosure Schedule as not being included within the CCBCC Assumed Liabilities and (b) the liabilities designated on Section C of the CCBCC Disclosure Schedule as not being included within the CCBCC Assumed Liabilities.

"CCBCC Retained Liabilities Amount" means an amount equal to the Net Book Value of the CCBCC Retained Liabilities as reflected in the CCBCC 2016 Data, as adjusted for certain mutually agreed upon items, determined in accordance with the CCBCC Agreed Financial Methodology.

"CCBCC Shared Contract" means any contract or agreement that relates to both the CCBCC Business and the businesses retained by the CCBCC Parties and/or their Affiliates, provided in no event shall a national or worldwide contract (for example, global procurement agreements) of the CCBCC Parties or their Affiliates be deemed to be a "CCBCC Shared Contract". For the avoidance of doubt, all CCBCC Shared Contracts are expressly excluded from the respective definitions of, and should not be considered, "CCBCC Material Contracts" or "CCBCC Specified Non-Transferring Contracts".

"CCBCC Specified Non-Transferring Contracts" means (a) the license or distribution agreements currently in effect between CCBCC and the parties listed on Section 7.01(e) of the CCBCC Disclosure Schedule, (b) those other agreements expressly identified in Section 4.12(a)(xvii) of the CCBCC Disclosure Schedule or Section 4.12(a)(xviii) of the CCBCC Disclosure Schedule as "CCBCC Specified Non-Transferring Contracts" and (c) the CCBCC Comprehensive Beverage Agreement, as it exists immediately prior to Closing.

"CCBCC Subject Equipment" has the meaning set forth in Section 2.03(a)(iii).

"CCBCC Subject Equipment Threshold" has the meaning set forth in Section 2.12(b)(ii).

"CCBCC Substitute Subject Equipment" means any cold drink and vending equipment included in the CCBCC Subject Equipment at the Closing (other than the Key CCBCC Subject Equipment) that (a) the CCBU Parties or the CCBCC Parties are able, in the ordinary course of business, to locate prior to delivery of the Missing CCBCC Equipment Notice, (b) has a CCBCC Agreed Replacement Value (which, for CCBCC Subject Equipment that the CCBCC Parties do not possess the records to determine the CCBCC Agreed Replacement Value, shall be calculated consistent with "Remaining Value" as set forth in Section D of the CCBCC Disclosure Schedule) comparable to, is in the same equipment category as, and has a CCBCC Weighted Average Value identical to, the Key CCBCC Subject Equipment that the CCBU Parties have failed to locate or the existence of which the CCBU Parties have failed to determine during the six (6) months following the delivery by the CCBCC Parties to the CCBU Parties of the Closing Key CCBCC Subject Equipment Schedule, (c) (i) the CCBCC Parties have assigned a Net Book Value greater than $20 as of the Closing Date or (ii) for CCBCC Subject Equipment that the CCBCC Parties do not possess the records to determine the actual Net Book Value, would have a deemed Net Book Value greater than $20 (calculated by dividing (A) the "Average Cost" of the category of equipment set forth in Section D of the CCBCC Disclosure Schedule into which the applicable item of equipment falls by (B) the "UEL" (or "Useful Estimated Life") of such equipment set forth in Section D of the CCBCC Disclosure Schedule, and multiplying that number by the difference of (x) the Useful Estimated Life of such equipment minus (y) the difference of (i) the year in which the Closing occurs, minus (ii) the year in which such equipment was manufactured (such difference described in subclause (y) being referred to herein as the "Equipment Age"); if the Equipment Age of such item of equipment exceeds its "Useful Estimated Life", its Net Book Value will be deemed to be zero), (d) has neither been serviced within the twenty-four (24) months prior to the Closing Date nor produced revenue within the twelve (12) months prior to the Closing Date, and (e) is in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted.

"CCBCC Supplier" means each of the twenty (20) largest suppliers to the CCBCC Business as measured by the dollar amount of purchases made by the CCBCC Parties and their Affiliates solely in connection with the CCBCC Business during the 12-month period ended on the date hereof.

"CCBCC Tangible Personal Property" has the meaning set forth in Section 2.03(a)(iv).

"CCBCC Territory" means the geographic area described on Exhibit I.

"CCBCC Third Party Intellectual Property" means any Intellectual Property owned by a third party that is incorporated into or otherwise used in the CCBCC Transferred Assets, other than the CCBCC Transferred Licensed Intellectual Property.

"CCBCC Threshold Calculation" has the meaning set forth in Section 2.12(b)(ii).

"CCBCC Title Defects" has the meaning set forth in Section 5.15(b)(ii).

"CCBCC Titled Vehicles" has the meaning set forth in Section 5.21(b).

"CCBCC Transferred Assets" has the meaning set forth in Section 2.03(a).

"CCBCC Transferred Fountain Equipment" means all fountain equipment owned by the CCBCC Parties (including, for example, fountain equipment owned by CCBCC situated on the property of local fountain customers) that is primarily related to, or primarily used or primarily held for use in connection with, the CCBCC Business.

"CCBCC Transferred Licensed Intellectual Property" has the meaning set forth in Section 2.03(a)(ix).

"CCBCC Weighted Average Value" has the meaning set forth in Section 2.12(b)(i).

"CCBU" has the meaning set forth in the preamble to this Agreement.

"CCBU 2016 Additional Financial Information" has the meaning set forth in Section 3.20(b).

"CCBU 2016 Data" has the meaning set forth in Section 3.20(a).

"CCBU Active Employee OPEB Liability" means the liabilities and obligations of the CCBU Parties as of the Closing to provide post-employment retiree medical and prescription drug benefits to any of the CCBU Business Employees who accepts employment with CCBCC as of or immediately after the Closing.

"CCBU Agency Notification" has the meaning set forth in Section 5.19(b).

"CCBU Agreed Financial Methodology" means the accounting policies, methodologies, assumptions and allocations used by the CCBU Parties in preparing the CCBU 2016 Data with such changes or adjustments to such policies, methodologies, assumptions and allocations as are set forth on Section A of the CCBU Disclosure Schedule or as the CCBCC Parties and the CCBU Parties may mutually agree in writing subsequent to the date hereof, including as a result of the mutually agreed upon resolution of any of the items described on Section 7.01(f) of the CCBU Disclosure Schedule.

"CCBU Agreed Replacement Value" has the meaning set forth in Section 2.12(a)(i).

"CCBU Assignment and Assumption Agreement" has the meaning set forth in Section 2.07(c).

"CCBU Assignment and Assumption of Lease" has the meaning set forth in Section 2.07(f).

"CCBU Assumed Contracts" has the meaning set forth in Section 2.02(a)(v).

"CCBU Assumed Liabilities" has the meaning set forth in Section 2.02(c).

"CCBU Base Brand Amount" means $18,963,588.

"CCBU Business" means the business that the CCBU Parties are engaged in related to the marketing, promotion, distribution and sale of Coca-Cola and other beverage products in the CCBU Territory, but specifically excluding the manufacture or production of Coca-Cola and other beverage products.

"CCBU Business Employees" means all employees of the CCBU Parties and their Affiliates who are engaged primarily in the CCBU Business, together with any individuals hired by the CCBU Parties and their Affiliates after the date hereof and prior to the Closing who are engaged primarily in the CCBU Business who are employed by the CCBCC Parties or their Affiliates with respect to the CCBU Business as of or immediately after the Closing as further described in the CCBU Employee Matters Agreement.

"CCBU CBA Amendment" means an amendment to the Comprehensive Beverage Agreement Form EPB First-Line and Sub-Bottling, dated as of April 28, 2017, as amended, by and between TCCC, CCR and CCBU, to reflect the transfer of the CCBU Territory by CCBU and the acquisition of the CCBCC Territory by CCBU.

"CCBU Closing Financial Information" means (a) components of the unaudited balance sheet of the CCBU Business as of the Closing Date (provided that such unaudited balance sheet will include the CCBU Retained Assets and CCBU Retained Liabilities as reflected in the CCBU 2016 Data, as adjusted for certain mutually agreed upon items, and will include the aggregate amount of the CCBU Active Employee OPEB Liability and the CCBU Other Employee OPEB Liability as of October 1, 2017), in a format consistent with the CCBU 2016 Data and determined in accordance with the CCBU Agreed Financial Methodology; and (b) updates of Sections 2.02(a)(i), 2.02(a)(ii), 2.02(a)(iii), 2.02(a)(iv)-1 and 2.02(a)(iv)-2 of the CCBU Disclosure Schedule to update the description of the CCBU Transferred Assets as of the Closing to be consistent with the unaudited balance sheet of the CCBU Business as of the Closing Date.

"CCBU Completed Title Documents" has the meaning set forth in Section 5.21(a).

"CCBU Comprehensive Beverage Agreement" means the Comprehensive Beverage Agreement Form EPB First-Line and Sub-Bottling, dated as of April 28, 2017, by and between TCCC, CCR and CCBU, as amended from time to time.

"CCBU Critical Leased Property" has the meaning set forth in Section 3.10(b).

"CCBU Customer" means each of the twenty (20) largest customers of the CCBU Business as measured by the dollar amount of purchases made from the CCBU Parties and their Affiliates solely in connection with the CCBU Business during the 12-month period ended on the date hereof.

"CCBU Deductible Amount" has the meaning set forth in Section 9.02(b).

"CCBU Deed" has the meaning set forth in Section 2.07(e).

"CCBU Disclosure Schedule" means the disclosure schedule delivered by the CCBU Parties to the CCBCC Parties and which forms a part of this Agreement.

"CCBU Employee Matters Agreement" means the Employee Matters Agreement between CCBU and CCBCC pertaining to CCBU Business Employees in substantially the form attached hereto as Exhibit J.

"CCBU Employee Plans" has the meaning set forth in Section 3.14(b).

"CCBU Equipment Dispute Notice" has the meaning set forth in Section 2.12(a)(iii).

"CCBU Estimated Closing Statement" has the meaning set forth in Section 2.09(a)(i).

"CCBU Excluded Assets" has the meaning set forth in Section 2.02(b).

"CCBU Excluded Contracts" means any contracts of the CCBU Parties with respect to Debt of the CCBU Parties or their Affiliates or any Tax sharing agreements to which any CCBU Party or any of the CCBU Parties' Affiliates is a party.

"CCBU Excluded Fountain Equipment" means all fountain equipment (including pre-mix and post-mix) used in the businesses of the CCBU Parties or their Affiliates, other than the CCBU Transferred Fountain Equipment (including, for example, fountain equipment situated on the property of any chain restaurant or other retail establishment with which any CCBU Party does business that is owned by TCCC or by the customer.

"CCBU Excluded Liabilities" has the meaning set forth in Section 2.02(d).

"CCBU Final Amounts Schedule" means the schedule of the CCBU Base Brand Amount, as adjusted for certain mutually agreed upon items, the CCBU Net Working Capital Amount, the CCBU Retained Assets Amount and the CCBU Retained Liabilities Amount.

"CCBU Fundamental Representations" has the meaning set forth in Section 9.01.

"CCBU Guarantees" has the meaning set forth in Section 5.10(a).

"CCBU Indemnified Parties" has the meaning set forth in Section 9.03(a).

"CCBU Leased Real Property" has the meaning set forth in Section 2.02(a)(i).

"CCBU Material Adverse Effect" means any state of facts, event, change, condition, effect, circumstance or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on (x) the business condition (financial or otherwise), assets, liabilities, operations or the results of the operations of the CCBU Business or the CCBU Transferred Assets, or (y) the ability of the CCBU Parties to perform their obligations under this Agreement or the Companion Agreements or to consummate the transactions contemplated hereby or thereby; provided, however, that for purposes of clause (x) of this definition, none of the following shall be taken into account in determining whether a CCBU Material Adverse Effect has occurred or would be reasonably likely to occur (except with respect to clauses (a), (c) or (f) below, to the extent such state of facts, event, change, condition, effect, circumstance or occurrence has had a disproportionate effect on the CCBU Business taken as a whole compared to other participants in the soft drink distribution industry): (a) an event or series of events or

circumstances affecting (i) the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) political conditions generally of the United States or any other country or jurisdiction in which a CCBU Party operates or (iii) the soft drink distribution industry generally (including demand and the availability and pricing of raw materials, marketing and transportation); (b) the negotiation, execution or the announcement of the transactions contemplated by this Agreement or the Companion Agreements; (c) any changes in applicable Law; (d) actions required to be taken or prohibited pursuant to this Agreement or taken with the CCBCC Parties' consent or at the CCBCC Parties' request; (e) the effect of any action taken by the CCBCC Parties or their Affiliates with respect to the transactions contemplated hereby; (f) any hostilities, acts of war, sabotage, terrorism or military actions, or any earthquakes, hurricanes, pandemics or other natural disasters, or any other force majeure event, whether or not caused by any Person, or any national or international calamity or crisis, or any escalation or worsening of any of the foregoing events; or (g) the failure to meet internal or published projections, estimates or forecasts of revenues, earnings or other measures of financial or operating performance for any period (provided, that the underlying causes of any such failure may be considered in determining whether a CCBU Material Adverse Effect exists).

"CCBU Material Contracts" has the meaning set forth in Section 3.12(a).

"CCBU Material Permits" has the meaning set forth in Section 3.07(a).

"CCBU Names" has the meaning set forth in Section 5.12(a).

"CCBU Net Working Capital" means (a) the current assets of the CCBU Business listed on Section B-2 of the CCBU Disclosure Schedule, including all cash located in the CCBU Subject Equipment as reflected in the full service change fund, less (b) the current liabilities of the CCBU Business listed on Section B-2 of the CCBU Disclosure Schedule.

"CCBU Net Working Capital Amount" means an amount equal to (a) the Net Book Value of the current assets of the CCBU Business listed on Section B-2 of the CCBU Disclosure Schedule, including all cash located in the CCBU Subject Equipment as reflected in the full service change fund, less (ii) the Net Book Value of the current liabilities of the CCBU Business listed on Section B-2 of the CCBU Disclosure Schedule, in each case, as of the Closing Date (provided that for purposes of such calculation, the Net Book Value of the CCBU Retained Assets and the CCBU Retained Liabilities included therein shall be as reflected in the CCBU 2016 Data, as adjusted for certain mutually agreed upon items) and determined in accordance with the guidelines set forth on Section B-1 of the CCBU Disclosure Schedule and in accordance with the CCBU Closing Financial Information and the CCBU Agreed Financial Methodology.

"CCBU New Business Contracts" has the meaning set forth in Section 5.17(a).

"CCBU New Contract" has the meaning set forth in Section 5.17(a).

"CCBU Notice of Dispute" has the meaning set forth in Section 2.09(b)(iii).

"CCBU Obsolete Inventory" has the meaning set forth in Section 5.14(a)(ii).

"CCBU Other Employee OPEB Liability" means the liabilities and obligations of the CCBU Parties to provide post-employment retiree medical, prescription drug and life insurance benefits to their retired employees other than the CCBU Active Employee OPEB Liability.

"CCBU Owned Real Property" has the meaning set forth in Section 2.02(a)(i).

"CCBU Partial Assignments and Releases" has the meaning set forth in Section 5.17(a).

"CCBU Party" or "CCBU Parties" has the meaning set forth in the preamble to this Agreement.

"CCBU Pre-Closing Material Contract" has the meaning set forth in Section 2.02(a)(v).

"CCBU Pre-Closing Products" means (a) any products included in the CCBU Transferred Assets and (b) any products at any time manufactured or sold by the CCBU Parties in the conduct of the CCBU Business prior to the Closing.

"CCBU Preliminary Amounts Schedule" means the draft schedule of the CCBU Base Brand Amount, as adjusted for certain mutually agreed upon items, CCBU Net Working Capital Amount, the CCBU Retained Assets Amount and the CCBU Retained Liabilities Amount.

"CCBU Real Property" has the meaning set forth in Section 3.10(c).

"CCBU Retained Assets" means, collectively, (a) the assets included within the CCBU Net Working Capital that are designated on Section B-2 of the CCBU Disclosure Schedule as not being included within the CCBU Transferred Assets and (b) the assets designated on Section C of the CCBU Disclosure Schedule as not being included within the CCBU Transferred Assets.

"CCBU Retained Assets Amount" means an amount equal to the Net Book Value of the CCBU Retained Assets as reflected in the CCBU 2016 Data, as adjusted for certain mutually agreed upon items, determined in accordance with the CCBU Agreed Financial Methodology.

"CCBU Retained Liabilities" means, collectively, (a) the liabilities included within the CCBU Net Working Capital that are designated on Section B-2 of the CCBU Disclosure Schedule as not being included within the CCBU Assumed Liabilities and (b) the liabilities designated on Section C of the CCBU Disclosure Schedule as not being included within the CCBU Assumed Liabilities.

"CCBU Retained Liabilities Amount" means an amount equal to the Net Book Value of the CCBU Retained Liabilities as reflected in the CCBU 2016 Data, as adjusted for certain mutually agreed upon items, determined in accordance with the CCBU Agreed Financial Methodology.

"CCBU Shared Contract" means any contract or agreement that relates to both the CCBU Business and the businesses retained by the CCBU Parties and/or their Affiliates, provided in no event shall a national or worldwide contract (for example, global procurement agreements) of the CCBU Parties or their Affiliates be deemed to be a "CCBU Shared Contract". For the avoidance of doubt, all CCBU Shared Contracts are expressly excluded from the respective definitions of, and should not be considered, "CCBU Material Contracts" or "CCBU Specified Non-Transferring Contracts".

"CCBU Specified Non-Transferring Contracts" means (a) the license or distribution agreements currently in effect between CCBU and the parties listed on Section 7.01(d) of the CCBU Disclosure Schedule, (b) those other agreements expressly identified in Section 3.12(a)(xvii) of the CCBU Disclosure Schedule or Section 3.12(a)(xviii) of the CCBU Disclosure Schedule as "CCBU Specified Non-Transferring Contracts" and (c) the CCBU Comprehensive Beverage Agreement, as it exists immediately prior to Closing.

"CCBU Subject Equipment" has the meaning set forth in Section 2.02(a)(iii).

"CCBU Subject Equipment Threshold" has the meaning set forth in Section 2.12(a)(ii).

"CCBU Substitute Subject Equipment" means any cold drink and vending equipment included in the CCBU Subject Equipment at the Closing (other than the Key CCBU Subject Equipment) that (a) the CCBCC Parties or the CCBU Parties are able, in the ordinary course of business, to locate prior to delivery of the Missing CCBCC Equipment Notice, (b) has a CCBU Agreed Replacement Value (which, for CCBU Subject Equipment that the CCBU Parties do not possess the records to determine the CCBU Agreed Replacement Value, shall be calculated consistent with "Remaining Value" as set forth in Section D of the CCBU Disclosure Schedule) comparable to, is in the same equipment category as, and has a CCBU Weighted Average Value identical to, the Key CCBU Subject Equipment that the CCBCC Parties have failed to locate or the existence of which the CCBCC Parties have failed to determine during the six (6) months following the delivery by the CCBU Parties to the CCBCC Parties of the Closing Key CCBU Subject Equipment Schedule, (c) (i) the CCBU Parties have assigned a Net Book Value greater than $20 as of the Closing Date or (ii) for CCBU Subject Equipment that the CCBU Parties do not possess the records to determine the actual Net Book Value, would have a deemed Net Book Value greater than $20 (calculated by dividing (A) the "Average Cost" of the category of equipment set forth in Section D of the CCBU Disclosure Schedule into which the applicable item of equipment falls by (B) the "UEL" (or "Useful Estimated Life") of such equipment set forth in Section D of the CCBU Disclosure Schedule, and multiplying that number by the difference of (x) the Useful Estimated Life of such equipment minus (y) the Equipment Age; if the Equipment Age of such item of equipment exceeds its "Useful Estimated Life", its Net Book Value will be deemed to be zero), (d) has neither been serviced within the twenty-four (24) months prior to the Closing Date nor produced revenue within the twelve (12) months prior to the Closing Date, and (e) is in good operating condition and in a state of good maintenance and repair consistent with current industry standards, ordinary wear and tear excepted.

"CCBU Supplier" means each of the twenty (20) largest suppliers to the CCBU Business as measured by the dollar amount of purchases made by the CCBU Parties and their Affiliates solely in connection with the CCBU Business during the 12-month period ended on the date hereof.

"CCBU Tangible Personal Property" has the meaning set forth in Section 2.02(a)(iv).

"CCBU Territory" means the geographic area described on Exhibit K.

"CCBU Third Party Intellectual Property" means any Intellectual Property owned by a third party that is incorporated into or otherwise used in the CCBU Transferred Assets, other than the CCBU Transferred Licensed Intellectual Property.

"CCBU Threshold Calculation" has the meaning set forth in Section 2.12(a)(ii).

"CCBU Title Defects" has the meaning set forth in Section 5.15(a)(ii).

"CCBU Titled Vehicles" has the meaning set forth in Section 5.21(a).

"CCBU Transferred Assets" has the meaning set forth in Section 2.02(a).

"CCBU Transferred Fountain Equipment" means all fountain equipment owned by CCBU (including, for example, fountain equipment owned by CCBU situated on the property of local fountain customers) that is primarily related to, or primarily used or primarily held for use in connection with, the CCBU Business.

"CCBU Transferred Licensed Intellectual Property" has the meaning set forth in Section 2.02(a)(ix).

"CCBU Weighted Average Value" has the meaning set forth in Section 2.12(a)(i).

"CCR" means Coca-Cola Refreshments USA, Inc., a Delaware corporation.

"Closing" has the meaning set forth in Section 2.05.

"Closing Date" has the meaning set forth in Section 2.05.

"Closing Key CCBCC Subject Equipment Schedule" has the meaning set forth in Section 2.12(b)(i).

"Closing Key CCBU Subject Equipment Schedule" has the meaning set forth in Section 2.12(a)(i).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collective Agreement" means any collective bargaining agreement, labor contract, letter of understanding or letter of intent with a labor organization certified as the collective bargaining representative of the CCBCC Business Employees or the CCBU Business Employees, as the case may be.

"Companion Agreements" means the CCBCC Deeds, the CCBU Deeds, the CCBCC Assignments and Assumptions of Lease, the CCBU Assignments and Assumptions of Lease, the CCBCC Assignment and Assumption Agreement, the CCBU Assignment and Assumption Agreement, the CCBCC Employee Matters Agreement, the CCBU Employee Matters Agreement, the Transition Services Agreement and the Post-Closing Lease.

"Confidential Information" has the meaning set forth in Section 5.04.

"Control" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "Controlled by," "Controlled," "under common Control with" and "Controlling" shall have correlative meanings.

"Cost" means, with respect to any particular item of inventory included in the CCBU Transferred Assets or the CCBCC Transferred Assets, the CCBU Business' or the CCBCC Business', as applicable, fully-loaded production cost with respect to such item of inventory, plus (without duplication) the freight cost of transporting such item of inventory from the applicable production center to the applicable distribution center.

"Debt" means, with respect to any Person, any (a) indebtedness for borrowed money or in respect of loans or advances from third party lending sources, (b) obligation evidenced by bonds, debentures, notes or other similar instruments or debt securities, (c) indebtedness or obligation for the deferred purchase price of property or services with respect to which such Person is liable as obligor (other than trade payables incurred in the ordinary course of business consistent with past practice), (d) capital lease obligations, (e) obligations in respect of letters of credit and bankers' acceptances issued for the account of such Person, (f) amounts owed by the CCBU Business to a CCBU Party (or Affiliate of a CCBU Party) or owed by the CCBCC Business to a CCBCC Party (or Affiliate of a CCBCC Party), as applicable, other than intercompany trade accounts payables for goods and services incurred in the ordinary course of business consistent with past practice and included in the applicable Final Amounts Schedule, (g) all obligations under conditional sale or other title retention agreements relating to the property or assets purchased by such Person, (h) guarantees and (i) obligations under hedging arrangements.

"Delaware Courts" has the meaning set forth in Section 10.10(b).

"EBITDA" means gross profit less operating expenses before interest, income taxes, depreciation and amortization.

"End Date" has the meaning set forth in Section 8.01(b).

"Environmental Activity" with respect to any Recognized Environmental Condition means any activity required to establish a remediation plan and perform the work thereunder necessary to satisfy Acceptable Regulatory Standards for any Hazardous Substances associated with such Recognized Environmental Condition for the continued use of the applicable real property for industrial or commercial purposes only.

"Environmental Laws" means any Laws applicable to (x) the CCBU Business, the CCBU Owned Real Property, the CCBU Leased Real Property or any of the other CCBU Transferred Assets or (y) the CCBCC Business, the CCBCC Owned Real Property, the CCBCC Leased Real Property or any of the other CCBCC Transferred Assets, as applicable, and in effect as of the Closing that regulate (a) the protection of or prevention of harm to human health and the environment or damage to natural resources or (b) the use, management, transportation, treatment, storage, disposal or remediation of Hazardous Substances.

"Environmental Permit" means any permit, approval, license or governmental qualification, registration, filing, privilege, franchise or other authorization that is issued under or pursuant to any Environmental Law.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business, whether or not incorporated, that together with a CCBCC Party or a CCBU Party, as applicable, would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA.

"Estimated CCBCC Closing Date Unaudited Balance Sheet" has the meaning set forth in Section 2.09(b)(i).

"Estimated CCBU Closing Date Unaudited Balance Sheet" has the meaning set forth in Section 2.09(a)(i).

"Exchange" has the meaning set forth in Section 2.01.

"Exchange Group Allocation" has the meaning set forth in Section 2.11(a).

"Existing Survey" means a copy of the existing survey, if any, for (a) each parcel of the CCBU Real Property that the CCBU Parties have provided to the CCBCC Parties or (b) each parcel of the CCBCC Real Property that the CCBCC Parties have provided to the CCBU Parties.

"Existing Title Policy" means a copy of the existing owner's or lessee's title insurance policy for (a) each parcel of the CCBU Real Property that the CCBU Parties have provided to the CCBCC Parties or (b) each parcel of the CCBCC Real Property that the CCBCC Parties have provided to the CCBU Parties.

"FDC Act" has the meaning set forth in Section 3.16(b).

"Final Amounts Schedules" means, collectively, the CCBCC Final Amounts Schedule and the CCBU Final Amounts Schedule.

"Governmental Authority" means any United States federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Substances" means any pollutant, contaminant, material, substance, or waste that is regulated under Environmental Laws, including asbestos or asbestos containing materials, polychlorinated biphenyls, radioactive materials, and petroleum or hydrocarbon substance, fraction, distillate or by-products.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Indemnified Party" has the meaning set forth in Section 9.04(a).

"Indemnifying Party" has the meaning set forth in Section 9.04(a).

"Intellectual Property" means all of the following whether arising under the Laws of the United States or of any other jurisdiction: (a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including utility model, non-provisional, provisional, reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof, all rights therein provided by international treaties or conventions; (b) trademarks, service marks, trade names, business names, corporate names, service names, trade dress, logos, and other identifiers of the same, together with all adaptations, derivations, and combinations thereof, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing; (c) internet domain names and social media identifiers, names and profiles; (d) copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, in each case, other than software, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions; (e) confidential and proprietary information, including inventions, trade secrets, processes, know-how, techniques, protocols, methods, processes, formulae, compositions, architectures, layouts, designs, research and development confidential or proprietary information, customer and supplier lists, technical information, data, specifications, plans, drawings, and blue prints; (f) computer software, including source code, object, executable or binary code, objects, middleware, firmware, embedded code, comments, display screens, user interfaces, report formats, templates, menus, buttons, and icons, and all electronic files, electronic data, materials, manuals, design notes, and other items and documentation related thereto or associated therewith; (g) all other proprietary and intellectual property rights; and (h) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

"IRS" has the meaning set forth in Section 2.11(a).

"Key CCBCC Subject Equipment" has the meaning set forth in Section 2.12(b)(i).

"Key CCBU Subject Equipment" has the meaning set forth in Section 2.12(a)(i).

"Knowledge of the CCBCC Parties" means the actual knowledge, or knowledge that would be obtained after a reasonable inquiry, of (a) Henry W. Flint, James E. Harris, E. Beauregarde Fisher III, Umesh M. Kasbekar, William J. Billiard, Ashley McFarland, Clifford M. (Tripp) Deal, L. Kent Workman and (b) only with respect to the representations set forth in Section 4.22 (Tax Matters), William Eddy, (c) only with respect to the representations set forth in Section 4.10 (Real Property), Robert Miller and Christopher Pope, (d) only with respect to the representations set forth in Sections 4.13 (Employment Matters) and 4.14 (Employee Benefits Matters), Michael Strong and (e) only with respect to the representations set forth in Section 4.11 (Environmental Matters), Doug Leonard, together in each case with any individuals who succeed to the positions held by the foregoing individuals between the date of this Agreement and the Closing Date.

"Knowledge of the CCBU Parties" means the actual knowledge, or knowledge that would be obtained after a reasonable inquiry, of (a) John H. Sherman, III, Hafiz F. Chandiwala, and M. Williams Goodwyn, Jr., (b) only with respect to the representations set forth in Sections 3.13 (Employment Matters) and 3.14 (Employee Benefits Matters), Debra W. Myles, (c) only with respect to the representations set forth in Section 3.10 (Real Property), Stanley C. Ellington, (d) only with respect to the representations set forth in Section 3.22 (Tax Matters), Jon DeWaard, and (e) only with respect to the representations set forth in Section 3.11 (Environmental Matters), Stanley C. Ellington and Douglas Tagtmeyer, together in each case with any individuals who succeed to the positions held by the foregoing individuals between the date of this Agreement and the Closing Date.

"Law" means any applicable U.S. federal, state, local or non-U.S. statute, law (including common law), ordinance, regulation, rule, code, order or other requirement or rule of law.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, option, easement, encroachment, right of way, right of first refusal, security interest, encumbrance, claim, lien or charge of any kind.

"Losses" means all losses, damages, costs, deficiencies, judgments, expenses, interest, awards, liabilities, fines, penalties, obligations and claims of any kind (including reasonable attorneys' fees and expenses incurred in connection therewith).

"MEC" has the meaning set forth in Section 2.02(c)(iv).

"Missing CCBCC Equipment" has the meaning set forth in Section 2.12(b)(ii).

"Missing CCBCC Equipment Notice" has the meaning set forth in Section 2.12(b)(ii).

"Missing CCBU Equipment" has the meaning set forth in Section 2.12(a)(ii).

"Missing CCBU Equipment Notice" has the meaning set forth in Section 2.12(a)(ii).

"Net Book Value" means net book value as reflected on the books and records of the CCBU Parties or the CCBCC Parties, as applicable, as of the Closing Date or as of another specified date if expressly provided for herein.

"Permitted Liens" means the following Liens: (a) Liens for property Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings; (b) statutory Liens of landlords; (c) Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other Liens imposed by Law for amounts not yet due or that are being contested in good faith; (d) Liens incurred or deposits made in the ordinary course of business consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security; (e) Liens resulting from any facts or circumstances relating to the CCBCC Parties or their Affiliates (in the case of the CCBU Real Property) or the CCBU Parties or their Affiliates (in the case of the CCBCC

Real Property); (f) zoning, building, development and land use restrictions; (g) Liens described on Section 3.10(a) or Section 3.10(b) of the CCBU Disclosure Schedule or Section 4.10(a) or Section 4.10(b) of the CCBCC Disclosure Schedule as of the date hereof ; (h) with respect to the Surveyed Properties, matters that would be shown by an accurate up-to-date survey as of the date hereof; and (i) any other covenants, conditions, restrictions, rights of way, easements, licenses and other non-monetary Liens and irregularities in title to the extent that such additional matters described in this clause (i) do not materially interfere with the present use or occupancy of the relevant CCBCC Owned Real Property, CCBCC Leased Real Property, CCBU Owned Real Property or CCBU Leased Real Property or impose a material obligation on the owner of a CCBCC Owned Real Property or CCBU Owned Real Property or the lessee of a CCBCC Leased Real Property or CCBU Leased Real Property.

"Person" means any natural person, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization or other legal entity.

"Phase I Environmental Assessments" means the Phase I Environmental Assessments prepared by Antea Group or AMEC, as applicable, for the purposes of the transactions contemplated by this Agreement pursuant to the proposal of Antea Group or AMEC, as applicable, to the CCBCC Parties or the CCBU Parties, as applicable.

"Post-Closing Lease" has the meaning set forth in Section 2.07(i).

"Recognized Environmental Condition" or "REC" means (a) any condition identified as a recognized environmental condition, or any asbestos identified as friable or damaged and requiring abatement to comply with applicable legal requirements, in any Phase I Environmental Assessment (or any updates thereto made in accordance with Section 5.19(a) or (e)) or (b) any condition, discovered or identified in the course of performance of Environmental Activities hereunder in connection with any Phase I Environmental Assessment (or any updates thereto made in accordance with Section 5.19(a) or (e)), that falls within the definition of "recognized environmental condition" set forth in in the American Society for Testing and Materials Standard E1527 05 as of the Closing Date for which investigation or remediation is required by applicable Environmental Law for the continued use of the real property for industrial or commercial purposes only.

"Release" means any releasing, disposing, discharging, injecting, spilling, leaking, pumping, dumping, emitting, escaping or emptying of Hazardous Substances into the soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air.

"Representative" of a Person means a director, manager, officer, employee, advisor, agent, stockholder, member, partner, consultant, accountant, investment banker or other representative of such Person.

"Six-Month Treasury Rate" means the rate set forth for the Closing Date (determined on the first Business Day after the Closing Date) at http://www.federalreserve.gov/releases/h15/update/ in the row titled "Treasury constant maturities, Nominal, 6-months".

"Subsidiary" of any Person means any corporation, general or limited partnership, joint venture, limited liability company, limited liability partnership or other Person that is a legal entity, trust or estate of which (or in which) (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors (or a majority of another body performing similar functions) of such corporation or other Person (irrespective of whether at the time capital stock of any other class or classes of such corporation or other Person shall or might have voting power upon the occurrence of any contingency), (b) more than 50% of the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) more than 50% of the beneficial interest in such trust or estate, is at the time of determination directly or indirectly owned or Controlled by such Person.

"Survey" means either (a) a new survey obtained by the CCBCC Parties, on the one hand, or the CCBU Parties, on the other hand, with respect to any of the CCBU Real Property or any of the CCBCC Real Property, as applicable, or (b) any update of an Existing Survey obtained by the CCBCC Parties, on the one hand, or the CCBU Parties , on the other hand, as applicable.

"Surveyed Properties" means (a) the CCBCC Owned Real Property and the CCBCC Critical Leased Property identified on Section E of the CCBCC Disclosure Schedule and (b) the CCBU Owned Real Property and the CCBU Critical Leased Property identified on Section E of the CCBU Disclosure Schedule, in each case for which as of the date hereof Surveys exist.

"Tax" or "Taxes" means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, intangibles or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

"Tax Assets" means all Tax refunds, credits, losses or rebates attributable to a taxable period (or portion thereof) beginning prior to the Closing Date and prepayments of Taxes made prior to the Closing Date.

"Tax Returns" means all returns and reports (including elections, declarations, disclosures, schedules, claims for refunds, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

"TCCC" means The Coca-Cola Company, a Delaware corporation.

"Terminating CCBCC Breach" has the meaning set forth in Section 8.01(c).

"Terminating CCBU Breach" has the meaning set forth in Section 8.01(d).

"Third Party Claim" has the meaning set forth in Section 9.04(a).

"Third Party Claim Response Period" has the meaning set forth in Section 9.04(a).

"Title Commitment" has the meaning set forth in Section 5.15(a)(i).

"Transaction Taxes" has the meaning set forth in Section 6.01.

"Transition Services Agreement" means the Transition Services Agreement among the CCBU Parties (as applicable) and the CCBCC Parties (as applicable) in a form to be mutually agreed among the CCBU Parties and the CCBCC Parties.

"Union" has the meaning set forth in Section 3.13(b).

"US FDA" has the meaning set forth in Section 3.16(a).

EXHIBIT B

FORM OF CCBU ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT B

FORM OF CCBU ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption") is made and entered into as of October 2, 2017, by and among COCA-COLA BOTTLING COMPANY UNITED, INC., an Alabama corporation ("CCBU"), and certain subsidiaries of CCBU identified on the signature pages thereto (together with CCBU, the "CCBU Parties" and each, a "CCBU Party"), COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), CCBCC OPERATIONS, LLC, a Delaware limited liability company ("CCBCC Operations"), RED CLASSIC EQUIPMENT, LLC, a North Carolina limited liability company ("Red Classic Equipment"), and RED CLASSIC TRANSIT, LLC, a North Carolina limited liability company ("Red Classic Transit" and together with CCBCC, CCBCC Operations, and Red Classic Equipment, the "CCBCC Parties" and each, a "CCBCC Party").

WHEREAS, the CCBU Parties and the CCBCC Parties are parties to that certain Asset Exchange Agreement, dated as of September [ ], 2017 (the "Exchange Agreement"), pursuant to which, among other things, the CCBU Parties have agreed to convey, assign, transfer and deliver to the CCBCC Parties, and the CCBCC Parties have agreed to acquire and accept from the CCBU Parties, certain assets of the CCBU Parties and, in connection therewith, the CCBCC Parties have agreed to assume certain liabilities and obligations of the CCBU Parties related thereto; and

WHEREAS, this Assignment and Assumption is contemplated by the Exchange Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. *Capitalized Terms*. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Exchange Agreement.

2. *Assignment and Assumption*. Effective as of the Closing, the CCBU Parties hereby (a) convey, assign, transfer and deliver (collectively, the "Assignment") to each CCBCC Party, free and clear of all Liens other than Permitted Liens, all right, title and interest in, to and under the CCBU Transferred Assets set forth under the name of such CCBCC Party on Exhibit A attached hereto, and (b) assigns, transfers and delivers to each CCBCC Party the CCBU Assumed Liabilities to the extent relating to the CCBU Transferred Assets being conveyed, assigned, transferred and delivered to such CCBCC Party hereunder, except for (i) the CCBU Shared Contracts (portions of which, to the extent related to the portion of the CCBU Business conducted in the CCBU Territory, have been assigned to CCBCC Operations pursuant to that certain CCBU Partial Assignment of Contracts, dated as of the date hereof, between the CCBCC Parties and the CCBU Parties) and (ii) the rights granted to CCBCC Operations pursuant to the CCBCC CBA Amendment which are governed by the terms thereof; provided, if a CCBU

Assumed Liability does not relate to a specific CCBU Transferred Asset then such CCBU Assumed Liability is assigned, transferred and delivered unto CCBCC Operations except for the CCBU Assumed Liabilities described in Section 2.02(c)(iii) of the Exchange Agreement, which are expressly assigned, transferred and delivered unto CCBCC. Each CCBCC Party hereby accepts the Assignment to it described on Exhibit A and assumes and agrees to observe and perform the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, the CCBU Assumed Liabilities assigned, transferred and delivered to such CCBCC Party hereunder, subject, in all cases, to the terms and conditions set forth in the Exchange Agreement.

3. *Excluded Liabilities*. The CCBCC Parties do not, and will not by assumption of the CCBU Assumed Liabilities or the acceptance of this Assignment and Assumption, assume any CCBU Excluded Assets or CCBU Excluded Liabilities, and the parties hereto agree that all such CCBU Excluded Assets and CCBU Excluded Liabilities will remain the sole responsibility of CCBU or its Affiliates, as applicable, as set forth in the Exchange Agreement.

4. *Terms of the Exchange Agreement*. The terms of the Exchange Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms hereof, the terms of the Exchange Agreement will govern.

5. *Further Actions*. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption.

6. *Binding Effect*. This Assignment and Assumption and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. *Controlling Law*. This Assignment and Assumption will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. *Counterparts*. This Assignment and Assumption may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment and Assumption by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment and Assumption.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date first above written.

CCBU PARTIES:

COCA-COLA BOTTLING COMPANY UNITED, INC.

By: _____
Name:
Title:

COCA-COLA BOTTLING COMPANY UNITED-EAST, LLC

By: _____
Name:
Title:

UNITED BOTTLING CONTRACTS COMPANY, LLC

By: _____
Name:
Title:

[Signatures continue on following page]

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

CCBCC OPERATIONS, LLC

By: _____
Name:
Title:

RED CLASSIC EQUIPMENT, LLC

By: _____
Name:
Title:

RED CLASSIC TRANSIT, LLC

By: _____
Name:
Title:

Exhibit A
CCBU Transferred Assets

Coca-Cola Bottling Co. Consolidated

All rights of the CCBU Parties to market, promote, distribute and sell any beverage brands in the CCBU Territory pursuant to the CCBU Specified Non-Transferring Contracts, including, without limitation, beverage brands owned or licensed by Dr Pepper Snapple Group, Inc.; provided, however, that any such rights relating to the Tum-E Yummies,™ and Monster Energy Company (f/k/a Hansen Beverage Company) beverage brands shall be transferred to CCBCC Operations in accordance with this Assignment and Assumption.

CCBCC Operations, LLC

All CCBU Transferred Assets other than the following: (a) the rights of the CCBU Parties to market, promote, distribute and sell any beverage brands in the CCBU Territory pursuant to the CCBU Specified Non-Transferring Contracts, including, without limitation, beverage brands owned or licensed by Dr Pepper Snapple Group, Inc.; provided, however, that any such rights relating to the Tum-E Yummies,™ and Monster Energy Company (f/k/a Hansen Beverage Company) beverage brands, shall be transferred to CCBCC Operations in accordance with this Assignment and Assumption, (b) the fleet shop assets included in the CCBU Transferred Assets at the Closing, including, without limitation, the assets listed on Section 2.02(a)(ii) of the CCBU Disclosure Schedule that are designated as "Fleet Parts", (c) the CCBU Shared Contracts (portions of which, to the extent related to the portion of the CCBU Business conducted in the CCBU Territory, have been assigned to CCBCC Operations pursuant to that certain CCBU Partial Assignment of Contracts, dated as of the date hereof, between the CCBU Parties and CCBCC Operations) and (d) the rights granted to CCBCC pursuant to the CCBCC CBA Amendment which are governed by the terms thereof.

Red Classic Equipment, LLC

None.

Red Classic Transit, LLC

All fleet shop assets included in the CCBU Transferred Assets at the Closing, including, without limitation, the assets listed on Section 2.02(a)(ii) of the CCBU Disclosure Schedule that are designated as "Fleet Parts" and including, without limitation, the following vehicles:

Location	CCBU Unit Number	Unit Description	VIN Number	Year	Make	Model

EXHIBIT C

FORM OF CCBCC ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT C

FORM OF CCBCC ASSIGNMENT AND ASSUMPTION AGREEMENT[1]

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption") is made and entered into as of October 2, 2017, by and among COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), CCBCC OPERATIONS, LLC, a Delaware limited liability company ("CCBCC Operations"), RED CLASSIC EQUIPMENT, LLC, a North Carolina limited liability company ("Red Classic Equipment"), RED CLASSIC TRANSIT, LLC, a North Carolina limited liability company ("Red Classic Transit" and together with CCBCC, CCBCC Operations, and Red Classic Equipment, the "CCBCC Parties" and each, a "CCBCC Party"), **[COCA-COLA BOTTLING COMPANY UNITED – CENTRAL, LLC] [COCA-COLA BOTTLING COMPANY UNITED – GULF COAST, LLC]**, a Delaware limited liability company ("Assignee").

WHEREAS, each of the CCBCC Parties has entered into that certain Asset Exchange Agreement, dated as of September [____], 2017 (the "Exchange Agreement") with the CCBU Parties (as defined in the Exchange Agreement), pursuant to which, among other things, the CCBCC Parties have agreed to convey, assign, transfer and deliver to the CCBU Parties, and the CCBU Parties have agreed to acquire and accept from the CCBCC Parties, certain assets of the CCBCC Parties and, in connection therewith, the CCBU Parties have agreed to assume certain liabilities and obligations of the CCBCC Parties related thereto;

WHEREAS, pursuant to the Assignment of Asset Exchange Agreement, dated as of September [__], 2017, among the CCBCU Parties, Assignee and the other affiliates of Assignee identified on the signature pages thereto, a copy of which is attached hereto as Exhibit A (the "Assignment"), the CCBU Parties have assigned certain of their rights to acquire the CCBCC Transferred Assets to Assignee; and

WHEREAS, this Assignment and Assumption is contemplated by the Exchange Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. *Capitalized Terms*. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Exchange Agreement.

2. *Assignment and Assumption*. Effective as of the Closing, the CCBCC Parties hereby (a) convey, assign, transfer and deliver (collectively, the "Assignment") to Assignee, free and clear of all Liens other than Permitted Liens, all right, title and interest in, to and under the CCBCC Transferred Assets described in the Assignment as being transferred to Assignee, and (b) assign, transfer and deliver to Assignee the CCBCC Assumed Liabilities to the extent related to the

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1 Separate assignment/assumptions are needed for each Assignee.

CCBCC Transferred Assets being conveyed, assigned, transferred and deliver to Assignee hereunder, except for (i) the CCBCC Shared Contracts (portions of which, to the extent related to the portion of the CCBCC Business conducted in the CCBCC Territory, have been assigned to Assignee pursuant to that certain CCBCC Partial Assignment of Contracts, dated as of the date hereof, between Assignee and CCBCC Operations) and (ii) the rights granted to the CCBU Parties pursuant to the CCBU CBA Amendment which are governed by the terms thereof. Assignee hereby accepts the Assignment to it described herein and assumes and agrees to observe and perform the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, the CCBCC Assumed Liabilities described herein, subject, in all cases, to the terms and conditions set forth in the Exchange Agreement.

3. *Excluded Liabilities*. The Assignee does not, and will not by assumption of the CCBCC Assumed Liabilities described herein or the acceptance of this Assignment and Assumption, assume any CCBCC Excluded Assets or CCBCC Excluded Liabilities, and the parties hereto agree that all such CCBCC Excluded Assets and CCBCC Excluded Liabilities will remain the sole responsibility of the applicable CCBCC Party, as set forth in the Exchange Agreement.

4. *Terms of the Exchange Agreement*. The terms of the Exchange Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms hereof, the terms of the Exchange Agreement will govern.

5. *Further Actions*. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption.

6. *Binding Effect*. This Assignment and Assumption and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. *Controlling Law*. This Assignment and Assumption will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. *Counterparts*. This Assignment and Assumption may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment and Assumption by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment and Assumption.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date first above written.

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

CCBCC OPERATIONS, LLC

By: _____
Name:
Title:

RED CLASSIC TRANSIT, LLC

By: _____
Name:
Title:

RED CLASSIC EQUIPMENT, LLC

By: _____
Name:
Title:

[Signatures continue on following page]

ASSIGNEE:

[COCA-COLA BOTTLING COMPANY UNITED – CENTRAL, LLC] [COCA-COLA BOTTLING COMPANY UNITED — GULF–COAST, LLC]

By: _____
Name:
Title:

Signature Page to CCBCC Assignment and Assumption Agreement

Exhibit A
Assignment

[Attach Signed Copy of Assignment]

FORM OF CCBU DEED

N/A

FORM OF CCBU ASSIGNMENT AND ASSUMPTION OF LEASE

N/A

EXHIBIT F

FORM OF CCBCC ASSIGNMENT AND ASSUMPTION OF LEASE

N/A

FORM OF CCBCC DEED

EXHIBIT G

FORM OF CCBCC DEED[1]

This space reserved for recording information

After recording, return to:
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Attention: Virginia C. Patterson

SPECIAL WARRANTY DEED

STATE OF [•])
) SS:
COUNTY OF [•])

THIS INDENTURE, made as of the day of , between **CCBCC OPERATIONS, LLC**, a Delaware limited liability company ("Grantor"), and **[ ]**, a [ ] ("Grantee"), whose mailing address is [ ].

W I T N E S S E T H:

That Grantor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, all of those tracts or parcels of land described on Exhibit A attached hereto and made a part hereof (herein called the "Land"), together with the buildings and improvements thereon (collectively, the "Property").

TO HAVE AND TO HOLD the said Property, together with all and singular the rights, members, easements and appurtenances thereof, and all interest of Grantor (if any) in and to alleys, streets, and rights of way adjacent to or abutting the Land to the same being, belonging or in any wise appertaining to the Land, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

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1 NTD: To include such modifications as to form (but not the scope of warranty) as are necessary to conform to applicable local requirements.

This Deed and the warranty of title contained herein are made expressly subject to each of the matters set forth in Exhibit B, attached hereto and incorporated herein by reference (collectively, the "Permitted Liens").

Except as to any claims arising from or with respect to the Permitted Liens, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

[*signature appears on following page*]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

CCBCC OPERATIONS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public

(NOTARY SEAL)

My Commission Expires:

_____

EXHIBIT A - LEGAL DESCRIPTION

EXHIBIT B - PERMITTED EXCEPTIONS

EXHIBIT A

to Special Warranty Deed

Legal Description

[to be inserted]

EXHIBIT B

to Special Warranty Deed

Permitted Liens

[To be inserted from title]

EXHIBIT H

FORM OF CCBCC EMPLOYEE MATTERS AGREEMENT

EXHIBIT H

FORM OF EMPLOYEE MATTERS AGREEMENT
(Direct Exchange – CCBC United as "Buyer")

This Employee Matters Agreement, dated as of October 2, 2017 (the "Closing Date"), is made by and between COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), and the following subsidiaries of CCBCC: CCBCC Operations, LLC, Red Classic Equipment, LLC and Red Classic Transit, LLC (collectively with CCBCC, the "CCBCC Parties"), and COCA-COLA BOTTLING COMPANY UNITED, INC., an Alabama corporation ("CCBC United").

WHEREAS, the above-named parties have previously entered into an Asset Exchange Agreement, as defined below;

WHEREAS, such parties agreed to enter into and execute this Employee Matters Agreement as a condition to the Closing, as defined in the Asset Exchange Agreement and herein referred to as the "Closing"; and

WHEREAS, this Employee Matters Agreement sets forth the terms and conditions for the employment of, and the provision of employment benefits to, the Business Employees, as defined below.

NOW, THEREFORE, the parties to this Employee Matters Agreement agree as follows:

ARTICLE I – DEFINITIONS

Capitalized terms used in this Employee Matters Agreement that are not defined below or elsewhere in this Employee Matters Agreement shall have the meaning set forth in the Asset Exchange Agreement.

(a) "Accrued Vacation Amounts" shall have the meaning set forth in Section 3.7(a) hereof.

(b) "Active Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) actively performs work on behalf of the CCBCC Parties or (ii) is not actively performing work on behalf of the CCBCC Parties due to vacation, holiday, illness or injury (other than an employee receiving workers' compensation benefits or on an approved leave of absence, including FMLA or military leave), jury duty, or bereavement leave in accordance with applicable policies of the CCBCC Parties. For the avoidance of doubt, any Business Employee who is a part-time employee will be considered an "Active Business Employee".

(c) "Anniversary Date" means the one-year anniversary of the Closing Date.

(d) "Asset Exchange Agreement" means the Asset Exchange Agreement, dated September 29, 2017, by and between CCBCC and certain subsidiaries of CCBCC identified on the signature pages thereto and CCBC United and certain subsidiaries of CCBC United identified on the signature pages thereto, including the schedules, appendices, exhibits, amendments, and ancillary agreements attached thereto and made a part thereof.

(e) "Business Employees" means all of the individuals identified on Exhibit A attached hereto. Each Business Employee will be either an "Active Business Employee" or an "Inactive Business Employee" as those terms are defined in this Employee Matters Agreement.

(f) "Cause" shall have the meaning set forth in Section 3.1 hereof.

(g) "CCBCC" and the "CCBCC Parties" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(h) "CCBCC Parties Employee Plans" means any health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by the CCBCC Parties or their Affiliates for the Business Employees, other than the plans established pursuant to statute.

(i) "CCBC United" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(j) "CCBC United Savings Plan" shall have the meaning set forth in Section 3.4 hereof.

(k) "CCBC United's Auto-Allowance Policy" shall have the meaning set forth in Section 3.5 hereof.

(l) "Closing" shall have the meaning set forth in the recitals to this Employee Matters Agreement.

(m) "Closing Date" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(n) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

(o) "Deferred Hire Date" shall have the meaning set forth in Section 2.3 hereof.

(p) "Delaware Courts" shall have the meaning set forth in Section 5.4(b) hereof.

(q) "Employee Matters Agreement" means this Employee Matters Agreement by and between the CCBCC Parties and CCBC United, including the appendices and amendments attached hereto and made a part hereof.

(r) "Employment-Related Obligations" shall have the meaning set forth in Section 4.4(a) hereof.

(s) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(t) "FMLA" means the Family Medical Leave Act of 1993, as amended.

(u) "Inactive Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) is not actively performing work on behalf of the CCBCC Parties and (ii) is on an approved leave of absence, including FMLA or military leave, or is receiving workers' compensation benefits.

(v) "Negotiated Settlement Agreement" means the Negotiated Settlement Agreement between CCBCC and the Equal Employment Opportunity Commission (the "EEOC") with respect to charge number 425-2016-00074, executed by CCBCC on September 23, 2016, and by the EEOC on September 28, 2016.

(w) "Transferred Employee" shall have the meaning set forth in Section 2.3 hereof.

(x) "Transferred Facilities" shall have the meaning set forth in Section 4.2 hereof.

(y) WARN" shall have the meaning set forth in Section 2.5 hereof.

ARTICLE II – EMPLOYMENT

2.1 Offer of Employment.

(a) Prior to the Closing Date, except as otherwise provided in this Section 2.1, CCBC United shall have made offers of employment applicable to each Business Employee. Prior to the Closing Date, the CCBCC Parties shall provide CCBC United with a list of the Business Employees to whom such offers of employment shall be made, which list may be subject to modification but shall be final as of the date immediately prior to the Closing Date and is attached hereto as Exhibit A.

(b) With respect to each Inactive Business Employee, CCBC United and the CCBCC Parties agree as follows:

(i) If such Inactive Business Employee returns to work during the period during which such Inactive Business Employee's employment is protected under the FMLA, then CCBC United agrees to hire such Inactive Business Employee, effective upon his or her return to work and upon such terms and conditions as set forth in the FMLA.

(ii) If such Inactive Business Employee returns to work on or before the Anniversary Date but after the period during which such Inactive Business Employee's employment is protected under the FMLA, CCBC United will hire such Inactive Business Employee only if a comparable position with CCBC United is available for which such Inactive Business Employee is qualified. If no such comparable position with CCBC United is available at such time, such Inactive Business Employee will not become a Transferred Employee and CCBC United shall have no further obligation with respect to such Inactive Business Employee. Such Inactive Business Employee may apply for vacant positions with CCBC United.

2.2 Terms of Offer. Each offer of employment made to a Business Employee pursuant to Section 2.1 hereof shall provide for: (a) employment with CCBC United (b) until at least the Anniversary Date, a total compensation amount (comprised of base salary or hourly wage, plus potential short-term incentive compensation target (annual, local and sales), if any) that is comparable in the aggregate to such Business Employee's total compensation amount in effect as of immediately prior to the Closing Date, except for (i) "upside" incentive compensation above target and (ii) overtime, (c) except as otherwise provided in Article III of this Employee Matters Agreement, employee benefits that are not less favorable than those benefits provided to similarly-situated employees of CCBC United, and (d) if the Business Employee is a salaried employee whose work location prior to the Closing Date is more than fifty (50) miles from the required work location for CCBC United, a requirement that the employee agree to relocate to CCBC United's required work location in accordance with CCBC United's policies. CCBC United shall have no obligation to hire a Business Employee who receives a contingent offer pursuant to subclause (d) who does not agree to relocate to CCBC United's required work location; however, CCBC United agrees to pay one hundred percent (100%) of the cost of severance benefits pursuant to the CCBCC Parties' severance policies in effect as of the closing Date, if the CCBCC Parties are unsuccessful in identifying an alternate position for the employee within the CCBCC Parties' organization within a reasonable time after the Closing Date. As used in this Section 2.2, the term "work location" shall mean the personnel area to which a Business Employee is assigned in the CCBCC Parties' records. The CCBCC Parties shall provide the personnel area for any Business Employees upon request by CCBC United, and the CCBCC Parties and CCBC United agree to work together in good faith to correct any instance in which either party identifies a possible error in a Business Employee's personnel area. The parties hereto understand and agree that CCBC United will bear one hundred percent (100%) of the expense associated with maintaining such total compensation amount referred to in subclause (b) above with respect to each Business Employee who becomes a Transferred Employee (as defined below) and that CCBC United is not required by this Employee Matters Agreement to duplicate the CCBCC Parties' short-term incentive compensation plans and targets (annual, local and sales), so long as the total compensation amount for each Transferred Employee remains comparable in the aggregate to that in effect immediately prior to the Closing Date, as contemplated in subclause (a) above, until at least the Anniversary Date. The parties hereto also understand and agree that, except as expressly set forth in this Employee Matters Agreement, CCBC United will have sole discretion and sole responsibility regarding the Transferred Employees' salaries, hourly wages and short-term incentive compensation.

2.3 Transferred Employees. CCBC United shall give each Business Employee until the close of business on the date immediately prior to the Closing Date to accept an offer of employment made pursuant to this Article II, except as otherwise provided in Section 2.1(b) hereof. A Business Employee who accepts employment with CCBC United and commences working for CCBC United shall become a "Transferred Employee". Each Active Business Employee who accepts employment with CCBC United shall become a Transferred Employee effective on the Closing Date and shall terminate his or her employment with the CCBCC Parties on the date immediately prior to the Closing Date. Each Inactive Business Employee who accepts employment with CCBC United shall become a Transferred Employee on the date he or she returns to work ("Deferred Hire Date"), provided such date is on or before the Anniversary Date, and shall terminate his or her employment with the CCBCC Parties as of the date immediately prior to the Deferred Hire Date. If an Inactive Business Employee does not return to work on or before the Anniversary Date, CCBC United shall have no obligation under this Employee Matters Agreement to hire such employee, and such employee shall not become a Transferred Employee. CCBC United agrees that it will not institute a reduction in force or otherwise terminate any Transferred Employees, other than for Cause, for a period of thirty (30) days after the Closing.

2.4 Rejected Offers. Except as provided in Section 2.2 hereof, CCBC United shall have no obligation with respect to any Business Employee who rejects CCBC United's offer of employment made pursuant to Section 2.1 hereof. Except as referred to in Section 2.2 hereof, it is the intent of the parties that such employee shall not be entitled to any termination or severance benefits as a result of the closing of the transactions contemplated by the Asset Exchange Agreement, and each of the parties shall cause their respective severance plans, policies, programs or arrangement to be interpreted and administered consistent with such intent.

2.5 WARN. The parties acknowledge their mutual understanding and intent that because of CCBC United's obligation to offer employment to each Business Employee pursuant to Section 2.1 hereof, the termination of such Business Employees upon the closing of the transactions contemplated by the Asset Exchange Agreement shall not constitute a "plant closing" or "mass layoff" within the meaning of the Worker Adjustment and Retraining Notification Act or any similar state or local law ("WARN"). Accordingly, CCBC United shall be solely responsible and agrees to indemnify and hold the CCBCC Parties harmless for any Losses under WARN arising out of CCBC United's failure to offer employment to all of the Business Employees pursuant to Section 2.1 hereof. CCBC United further agrees that it shall be solely responsible for any liability under WARN for any terminations of Transferred Employees occurring on or after the Closing Date.

ARTICLE III – EMPLOYEE BENEFITS

3.1 Severance. Each Transferred Employee will be eligible to participate in CCBC United's severance plans (if any) under the same terms and conditions as other similarly-situated employees of CCBC United. Until the Anniversary Date, CCBC United agrees to provide to any Transferred Employee who is involuntarily terminated by CCBC United for any reason, other than for Cause (as defined herein), severance benefits that are no less favorable than the severance benefits such employee would have received under the CCBCC Parties' policies as in effect and applicable to such employee immediately prior to the Closing Date, it being understood that CCBC United will bear one hundred percent (100%) of the cost of any severance benefits so paid pursuant to this Section 3.1. For purposes of this Section 3.1, "Cause" means a reason for termination based on an employee's inappropriate behavior or conduct in violation of CCBC United's rules, policies, or directives and/or in violation of law, including, without limitation, the employee's inability to confirm eligibility for employment in the United States, but specifically excluding, however, an employee's inability to meet performance goals or criteria. CCBC United further agrees that any such severance benefits paid in accordance with this Section shall be conditioned upon the Transferred Employee's executing and timely returning a release of claims agreement, the form of which, in the case of severance paid pursuant to the second sentence of this Section 3.1, shall be mutually acceptable to CCBC United and the CCBCC Parties and shall include, without limitation, a release of any and all claims such employee may have arising out or relating to such employee's employment with the CCBCC Parties and CCBC United or the termination thereof.

3.2 Service Credit. CCBC United shall take all actions necessary such that Transferred Employees shall be credited for their actual and credited service with the CCBCC Parties and each of its Affiliates, for purposes of participation, eligibility and vesting in CCBC United's "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA), the CCBC United Savings Plan, and CCBC United's vacation, service awards, and any other plans, policies or practices in which Transferred Employees may commence participation after the Closing; provided, however, that such crediting of service shall not operate to duplicate any benefit to any such Transferred Employee.

3.3 Health and Welfare Benefits. CCBC United shall take all action necessary to ensure that the Transferred Employees will be eligible to participate in CCBC United's "employee welfare benefit plan" to the same extent as CCBC United's other employees. CCBC United shall take all action necessary to ensure that, to the extent permitted under CCBC United's "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA) covering Transferred Employees after the Closing, such plans shall (i) waive any pre-existing condition exclusions, (ii) waive any proof of insurability, and (iii) recognize, for purposes of satisfying any deductibles and out-of-pocket amounts maximums during the plan year in which the Closing Date occurs, any payments made by any Transferred Employee toward deductibles and out-of-pocket maximums in any health or other insurance plan of the CCBCC Parties or an Affiliate of the CCBCC Parties.

3.4 401(k) Benefits. The CCBCC Parties shall cause the Coca-Cola Bottling Co. Consolidated Retirement Savings Plan (the "CCBCC Plan") to fully vest the Transferred Employees in their accounts immediately prior to their termination of employment with the CCBCC Parties and to prorate the employer-match contributions for the current year. CCBC United and the CCBCC Parties will share equally the cost and expense of providing such full vesting, provided that the parties hereto agree that (a) CCBC United will pay by wire transfer in immediately available funds to the CCBCC Parties any such amount allocated to CCBC United at the Closing, and (b) CCBC United shall not be responsible for any cost associated with the CCBCC Parties' proration of the employer-match contributions referred to above. Transferred Employees will be eligible to participate in one or more defined contribution savings plans intended to qualify under Section 401(a) and 401(k) of the Code ("CCBC United Savings Plan") and, effective as of the Closing Date, CCBC United shall cause the CCBC United Savings Plan to provide for receipt of Transferred Employees' distribution of their account balances, including any outstanding loans, in the form of an eligible rollover distribution from the CCBCC Plan, provided such rollovers are made at the election of the Transferred Employees.

3.5 Automobile Allowance. CCBC United agrees to adopt or maintain an automobile allowance policy ("CCBC United's Auto-Allowance Policy") that is comparable, in the aggregate, to the CCBCC Parties' automobile allowance policy in effect immediately prior to the Closing Date. Transferred Employees who participated in the CCBCC Parties' automobile allowance policy immediately prior to Closing will be eligible to participate in CCBC United's Auto-Allowance Policy effective as of the Closing Date and until at least the Anniversary Date.

3.6 COBRA Coverage. The CCBCC Parties shall be solely responsible for offering and providing any COBRA coverage with respect to any of the Business Employees who is a "qualified beneficiary," who is covered by a CCBCC Parties Employee Plan that is a "group health plan" and who experiences a "qualifying event" on or prior to the date the employee becomes a Transferred Employee. CCBC United shall be solely responsible for offering and providing any COBRA coverage required with respect to any Transferred Employee (or other qualified beneficiary), who becomes covered by a group health plan sponsored or contributed to by CCBC United and who experiences a qualifying event subsequent to the date the employee becomes a Transferred Employee. For purposes hereof, each of "qualified beneficiary", "group health plan" and "qualifying event" shall have the meaning ascribed thereto in Section 4980B of the Code.

3.7 Vacation Pay, Paid-Time Off, Holidays and Sick Pay.

(a) CCBCC shall transfer to CCBC United, and CCBC United shall assume and become responsible for, the accrued but unused vacation days of the Transferred Employees as of the Closing Date in the amounts reflected on a schedule thereof provided to CCBC United by the CCBCC Parties prior to the Closing Date (the "Accrued Vacation Amounts"), which Accrued Vacation Amounts may be used by the Transferred Employees through December 31, 2017, in accordance with CCBC United's vacation and holiday policies, provided, that at the Closing, the CCBCC Parties will pay by wire transfer in immediately available funds to CCBC United an amount equal to the aggregate Accrued Vacation Amounts. Except as expressly set forth in the immediately preceding sentence, CCBC United shall not assume or otherwise become liable for, and the CCBCC Parties shall not transfer to CCBC United, any liabilities of the CCBCC Parties with respect to accrued but unused vacation, paid time off, or sick days. For a period of one (1) year after the Closing Date, CCBC United will honor the CCBCC Parties' vacation and holiday policies as to the number of days available as in effect on the date immediately prior to the Closing for the benefit of the Transferred Employees, and will be responsible for paying or providing all leave that Transferred Employees accrue following the Closing Date and for paying any other costs associated with honoring such vacation and holiday policies until at least the Anniversary Date; provided, that CCBC United may, at its option, elect to provide the Transferred Employees with cash compensation in lieu of any such additional vacation or holidays that would be required under the CCBCC Parties' vacation and holiday policies. Except as provided in this Section 3.7, Transferred Employees' entitlement to vacation, sick time, holiday and personal time off will be accrued or available and used only in accordance with CCBC United's own vacation, sick time, holiday and personal paid time off policies.

(b) The CCBCC Parties shall pay to each Transferred Employee an amount equal to the amount of such Transferred Employee's accrued and unused sick pay as of the Closing Date in accordance with the CCBCC Parties' regular payroll practices and procedures for the payment of wages to terminating employees. The CCBCC Parties will bear 100% of the cost and expense of such amounts and will communicate the timing and amount of such payouts to CCBC United. From and after the Closing Date, the Transferred Employees will accrue sick pay entitlement in accordance with CCBC United's sick pay policy, commencing on the Closing Date.

3.8 Plan Authority. No CCBCC Parties Employee Plans or assets of any of the CCBCC Parties Employee Plans shall be transferred to CCBC United or any Affiliate of CCBC United. Nothing contained herein, express or implied, constitutes an amendment or modification to the CCBCC Parties Employee Plans or the CCBCC Parties' policies, programs or arrangements. Nothing contained herein, express or implied, shall prohibit the parties or their Affiliates, as applicable, from adding, deleting or changing provider of benefits, changing, increasing or decreasing co-payments, deductibles or other requirements for coverage or benefits (e.g., utilization review or pre-certification requirements), and/or making other changes in the administration of or in the design, coverage and benefits provided to such Transferred Employees. Without reducing the obligations set forth in this Article III, no provision in this Employee Matters Agreement shall be construed as a limitation on the right of the parties or their Affiliates, as applicable, to suspend, amend, modify or terminate any employee benefit plan.

Further, no provision of this Employee Matters Agreement shall be construed as limiting the parties' or their Affiliates', as applicable, discretion and authority to interpret their respective employee benefit and compensation plans, agreements, arrangements, and programs in accordance with their terms and applicable law.

ARTICLE IV – OTHER EMPLOYEE MATTERS

4.1 Cooperation. CCBC United and the CCBCC Parties shall provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Employee Matters Agreement (including, without limitation, initial employment dates, termination dates, reemployment dates, hours of service, current compensation, Transferred Employee FMLA usage in the twelve (12) months prior to Closing, year to date contributions to the CCBCC Plan and Code Section 125 health and dependent flexible spending accounts and Department of Transportation ("DOT") driver qualification files and DOT compliant drug testing program records). Subject to applicable laws, in connection with the Closing, the CCBCC Parties will transfer to CCBC United the personnel and employment records of the Transferred Employees (including, without limitation, DOT records and performance appraisals) to the extent that CCBC United determines in its reasonable judgment that such records are necessary for the ongoing operation of the Business; provided, that in such case the CCBCC Parties will provide original records (including electronic records) to CCBC United unless CCBC United requests copies or only copies are in existence.

4.2 Negotiated Settlement Agreement. CCBC United acknowledges CCBCC has provided CCBC United a copy of the Negotiated Settlement Agreement. CCBCC will provide to CCBC United copies of all notices provided by CCBCC to the EEOC under the Negotiated Settlement Agreement reporting the consummation of the transactions contemplated by the Asset Exchange Agreement and the transfer of the applicable facilities to CCBC United thereunder (the "Transferred Facilities"). Promptly upon CCBC United's request, CCBCC will provide to CCBC United copies of: (i) CCBCC's current anti-discrimination policy; (ii) the notices CCBCC has posted at the Transferred Facilities as required under the Negotiated Settlement Agreement; (iii) certain training materials used by CCBCC prior to the date hereof in conducting annual training of Transferred Employees at the Transferred Facilities regarding employment discrimination and retaliation as required under the Negotiated Settlement Agreement; and (iv) all other documents and information reasonably requested by CCBC United to the extent such other documents and information (i) were required to be delivered by CCBCC to the EEOC under the Negotiated Settlement Agreement, and (ii) relate to the performance prior to the date hereof of the employer's obligations under the Negotiated Settlement Agreement with respect to the Transferred Employees and the Transferred Facilities. CCBC United shall indemnify, defend and hold harmless against, and reimburse the CCBCC Parties for, all Losses the CCBCC Parties may at any time suffer or incur, or become subject to, as a result of any failure by CCBC United to comply with, or to perform, the employer's obligations under those provisions of the Negotiated Settlement Agreement that (a) apply to the Transferred Employees and the

Transferred Facilities and (b) relate to time periods commencing on or after the Closing Date. For the avoidance of doubt, the parties agree that CCBC United will have no obligation to indemnify, defend or hold harmless the CCBCC Parties hereunder with respect to (i) any obligations arising under Articles III through X of the Negotiated Settlement Agreement, (ii) any other obligations arising under the Negotiated Settlement Agreement that were performed by CCBCC, or that should have been performed by CCBCC, prior to the Closing Date, or (iii) any obligations of any kind arising, directly or indirectly, under the Negotiated Settlement Agreement to the extent such obligations relate to assets, personnel, facilities or operations other than the Transferred Facilities and the Transferred Employees. The CCBCC Parties shall reimburse CCBC United for any reasonable incremental costs and expenses associated with CCBC United's compliance with the applicable provisions of the Negotiated Settlement Agreement.

4.3 No Third-Party Beneficiaries. Nothing contained herein, express or implied, (a) is intended to confer or shall confer upon any employee, Business Employee or Transferred Employee any right to employment or continued employment for any period of time by reason of this Employee Matters Agreement, or any right to a particular term or condition of employment, (b) is intended to confer or shall confer upon any individual or any legal representative of any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees and including collective bargaining agents or representatives) any right as a third-party beneficiary of this Employee Matters Agreement or (c) shall be deemed to confer upon any such individual or legal representative any rights under or with respect to any plan, program or arrangement described in or contemplated by this Employee Matters Agreement, and each such individual or legal representative shall be entitled to look only to the express terms of any such plans, programs or arrangements for his or her rights thereunder.

4.4 Employment Liabilities.

(a) The CCBCC Parties shall indemnify, defend and hold harmless the CCBC United Indemnified Parties against, and reimburse any CCBC United Indemnified Party for, all Losses that such CCBC United Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with (i) Employment-Related Obligations owed to any Business Employee (or their spouses or beneficiaries) to the extent arising prior to the Closing and (ii) any employees of the CCBCC Parties who are not hired by CCBC United hereunder. CCBC United shall indemnify, defend and hold harmless the CCBCC Indemnified Parties against, and reimburse any CCBCC Parties Indemnified Party for, all Losses that such CCBCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with Employment-Related Obligations owed to any Transferred Employee (or their spouses or beneficiaries) to the extent arising after the Closing. For purposes of this Employee Matters Agreement, "Employment-Related Obligations" means all Losses arising out of, related to, in respect of or in connection with employment relationships or alleged or potential employment relationships with the indemnifying party or their Affiliates relating to employees, leased

employees, applicants and/or independent contractors or those individuals who are deemed to be employees of the indemnifying party or their Affiliates by contract or Law, including claims related to discrimination, torts, compensation for services (and related employment and withholding taxes), workers compensation or similar benefits and payments on account of occupational illnesses and injuries, employment contracts, invasion of privacy, infliction of emotional distress, defamation, slander, provision of leave under the FMLA or other similar Laws, car programs, relocation, expense-reporting, tax protection policies, claims arising out of WARN (except as otherwise set forth in Section 2.5) or employment, terms of employment, transfers, re-levels, demotions, failure to hire, failure to promote, compensation policies, practices and treatment, termination of employment, harassment, pay equity, employee benefits (including post-employment welfare and other benefits), employee treatment, employee suggestions or ideas, fiduciary performance, employment practices, the modification or termination of employee benefit plans, policies, programs, agreements and arrangement, and the like. Without limiting the generality of the foregoing, with respect to any employee, leased employees, and/or independent contractors or those individuals who are deemed to be employees, "Employment-Related Obligations" includes payroll and social security Taxes, contributions (whether voluntary or involuntary) to any retirement, health and welfare or similar plan or arrangement, notice, severance or similar payments required under Law and obligations under Law with respect to occupational injuries and illnesses.

(b) With respect to the parties' indemnity obligations set forth in this Section 4.4, (i) all Losses shall be net of any third-party insurance proceeds which have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification; (ii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach hereof) unless any such damages or items are awarded to a third party in a Third Party Claim, provided that this Section 4.4(b)(ii) shall not limit or restrict in any way the right or ability of an Indemnified Party to recover damages that are direct and reasonably foreseeable; and (iii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses constitute a payment obligation of the Indemnified Party under this Employee Matters Agreement.

(c) In addition to, and not in limitation of, the foregoing, the parties agree that the CCBCC Parties shall have no liability to indemnify any CCBC United Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses are caused by or result from any action (i) that after the date of the Asset Exchange Agreement CCBC United requested the CCBCC Parties to take or refrain from taking in writing pursuant to Section 5.01(b) of the Asset Exchange Agreement (other than actions the CCBCC Parties are already obligated to take or refrain from taking under this Employee Matters Agreement or the

Asset Exchange Agreement, including, without limitation, actions taken, or that should be taken, in order to comply with the Negotiated Settlement Agreement), (ii) taken pursuant to a written consent from CCBC United specifically authorizing such action, but only as long as the CCBCC Parties' request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of the CCBCC Parties hereunder or under the Asset Exchange Agreement, or (iii) that the CCBCC Parties or any of its Affiliates, having sought CCBC United's consent pursuant to Section 5.01(b) of the Asset Exchange Agreement, did not take as a result of CCBC United having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (i) and (ii), any such Losses constituting costs and expenses specifically and intentionally incurred by the CCBCC Parties to take any such action requested by CCBC United and agreed to by the CCBCC Parties.

ARTICLE V – MISCELLANEOUS

5.1 Entire Agreement. This Employee Matters Agreement (including Exhibit A attached hereto), together with the Asset Exchange Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be modified only in writing duly executed by the parties hereto.

5.2 Waiver. Neither the failure of any party hereto to insist upon the performance of any term or condition of this Employee Matters Agreement or to exercise any right or privilege conferred by this Employee Matters Agreement nor the waiver by any party of any such term or condition shall be construed as thereafter waiving any such term, condition, right or privilege.

5.3 Assignment. This Employee Matters Agreement shall be binding on the respective parties, their successors, legal representatives and assigns, and no party hereto shall have the right to assign, sublet, transfer, encumber or convey this Employee Matters Agreement or any interest in it without the written consent of the other party.

5.4 Governing Law and Dispute Resolution.

(a) This Employee Matters Agreement (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that any claims, causes of action or disputes that may be based upon, arise out of or relate to this Employee Matters Agreement, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the

inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be resolved only in the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the District of Delaware and the appellate courts having jurisdiction of appeals from such courts (the "Delaware Courts"). In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Employee Matters Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts;

(ii) consents that any such Action may and shall be brought in the Delaware Courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in the Delaware Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02 of the Asset Exchange Agreement; and

(iv) agrees that nothing in this Employee Matters Agreement shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

(c) Should any party institute any action or proceeding in court to enforce any provision of this Employee Matters Agreement or for damages by reason of any alleged breach of any provision of this Employee Matters Agreement or for any other judicial remedy with respect to this Employee Matters Agreement, the prevailing party will be entitled to receive from the losing party all reasonable attorneys' fees of outside counsel and all reasonable out of pocket costs paid to third parties in connection with such proceeding. No attorneys' fees shall be awarded for the respective parties in-house counsel.

5.5 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS EMPLOYEE MATTERS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS EMPLOYEE MATTERS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER

PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS EMPLOYEE MATTERS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Severability. If any sentence, paragraph, clause, or portion of this Employee Matters Agreement is held to be in violation of any applicable law or public policy, such sentence, paragraph, clause or portion shall be of no effect, and the remainder of this Employee Matters Agreement shall be binding. In the event that any part of this Employee Matters Agreement is determined by a court of law to be unenforceable in any respect, CCBC United and the CCBCC Parties jointly intend and hereby request that the court substitute a judicially enforceable provision in its place taking into consideration the intent of the parties.

5.7 Counterparts. This Employee Matters Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Employee Matters Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Employee Matters Agreement. This Employee Matters Agreement shall become effective and binding upon each proposed party hereto upon the execution and delivery of a counterpart hereof by such party.

5.8 Notice. Any notice required to be given by any party herein to the other shall be given in accordance with Section 10.02 of the Asset Exchange Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the CCBCC Parties and CCBC United have caused this Employee Matters Agreement to be executed on the date first written above by their respective duly authorized officers.

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

CCBCC OPERATIONS, LLC

By: _____
Name:
Title:

RED CLASSIC EQUIPMENT, LLC

By: _____
Name:
Title:

RED CLASSIC TRANSIT, LLC

By: _____
Name:
Title:

CCBC UNITED:

COCA-COLA BOTTLING COMPANY UNITED, INC.

By: _____

Name:
Title:

EXHIBIT A

BUSINESS EMPLOYEES

See attached

EXHIBIT I

CCBCC TERRITORY

EXHIBIT I

CCBCC TERRITORY

Laurel, MS territory:

IN THE STATE OF MISSISSIPPI:

That portion of the State of Mississippi included within the following boundaries to-wit:

Beginning at a point on the Wayne-Greene County line which is intersected by the Range Line between Ranges 7 and 8 West and running Northwardly along said Range Line between Ranges 7 and 8 West to the Northeast corner of Section 1 Township 7 North Range 8 West; thence Northwestwardly in a straight line to the Northwest corner of Section 4 T8N R9W; thence North along the Western boundary of Section 33 T9N R9W to the Northwest corner of said Section 33 T9N R9W; thence Westwardly along the Northern boundaries of Sections 32 and 31 T9N R9W and the Northern boundaries of Sections 36 and 35 T9N R10W to the Northwest corner of Section 35 T9N R10W; thence Northwardly along the Eastern boundaries of Sections 27 and 22 T9N Rl0W to the Northeast corner of Section 22 T9N Rl0W; thence Westwardly along the Northern boundaries of Sections 22, 21, 20 and 19 T9N Rl0W to the Northwest corner of Section 19 T9N Rl0W; thence Northwardly along the Eastern boundary of Section 13 T9N R11Wto the Northeast corner of Section 13 T9N R11W; thence Northwestwardly in a straight line to the Northwest corner of Section 12 T9N R11W; thence Northwestwardly in a straight line to the Northwest corner of Section 7 T2N R11E; thence Westwardly in a straight line along the Northern boundaries of Sections 12, 11, 10, 9 and 8 T2N R10E to the Northwest corner of Section 8 T2N R10E; thence Northwardly along the Eastern boundary of Section 6 T2N R10E and continuing Northwardly along the Eastern boundary of Section 31 T3N R10E to the Northeast corner of said Section 31 T3N R10E; thence Westwardly along the Northern boundary of Section 31 T3N R10E and the Northern boundaries of Sections 36, 35, 34, 33, 32 and 31 T3N R9E and the Northern boundaries of Sections 36, 35, 34, 33, 32, and 31 T3N R8E and the Northern boundaries of Sections 36, 35, 34, 33, 32 and 31 T3N R7E and the Northern boundaries of Sections 36 and 35 T3N R6E to the point of intersection of a straight line drawn from a point on the Smith-Scott County line that lies due South of a point on the Y. & M. V. Railroad half-way between the towns of Raworth and Forest to the Northeast corner of Simpson County; thence along said straight line to the Northeast corner of Simpson County; thence Southwardly along the Smith-Simpson County line to the Southeast corner of Simpson County; thence East along the Covington-Smith County line to the Eastern boundary of Section 35 T10N R15W; thence Southwardly along the Western boundary of Section 36 T10N R15W and the Western boundaries of Sections 1, 12, 13, 24, 25 and 36 T9N R15W to the Southwest corner of Section 36 T9N R15W; thence Eastwardly along the Southern boundary of Section 36 T9N R15W and the Southern boundaries of Sections 31, 32 and 33 T9N R14W to the Northeast corner of Section 4 T8N R14W; thence Southwardly along the Covington-Jones County line to the southwest corner of Section 34 T8N R14W; thence Eastwardly along the Northern boundaries of Sections 3, 2 and 1 T7N R14W and the Northern boundaries of Sections 6 and 5 T7N R13W to the Northeast corner of Section 5 T7N R13W; thence Southwardly along the Western boundaries of Sections 4, 9, 16 and 21 T7N R13W to the Southwest corner of Section 21 T7N R13W; thence

Eastwardly along the Southern boundaries of Sections 21, 22, 23 and 24 T7N R13W to the Southeast corner of Section 24 T7N R13W ; thence Southwardly along the Western boundaries of Sections 30 and 31 T7N R12W to the Southwest corner of Section 31 T7N R12W; thence Eastwardly along the Southern boundaries of Sections 31, 32, 33 and 34 T7N R12W to the Southeast corner of Section 34 T7N R12W; thence Southwardly along the Western boundaries of Sections 2, 11, 14, 23, 26 and 35 T6N R12W to the Forrest-Jones County line; thence Eastwardly along the Forrest-Jones County line and the Perry-Jones County line to the Northwest corner of Section 5 T5N Rl0W; thence Southwardly along the Western boundaries of Sections 5, 8, 17, 20, 29 and 32 T5N R10W to the Southwest corner of Section 32 T5N R10W; thence Eastwardly along the Southern boundaries of Sections 32 and 33 T5N R10W to the Southeast corner of Section 33 T5N R10W ; thence Southwardly along the Western boundaries of Sections 3, 10, 15, 22, 27 and 34 T4N R10W and the Western boundaries of Sections 3, 10, 15, and 22 T3N R10W to the Southwest corner of Section 22 T3N R10W; thence Eastwardly along the Southern boundaries of Sections 22, 23 and 24 T3N R10W to the Southeast corner of Section 24 T3N R10W; thence Northwardly along the Eastern boundaries of Sections 24, 13, 12 and 1 T3N R10W to the Northeast corner of Section 1 T3N R10W; thence Eastwardly along the Southern boundaries of Sections 31, 32, 33, 34, 35 and 36 T4N R9W to the Southeast corner of Section 36 T4N R9W, said point lying on the Perry-Greene County Line; thence Northwardly along the Perry-Greene County line to the Northeast corner of Perry County; thence Eastwardly along the Greene-Wayne County line to the Range Line between Ranges 7 and 8 West, said point of beginning.

Florence, AL territory:

IN THE STATE OF ALABAMA:

“In the Cities of Florence and Sheffield, Alabama, and all points in the State of Alabama, and within ten (10) miles of the line of railroad running from Chattanooga, Tennessee, to Memphis, Tennessee, from and including the town of Leighton, Alabama, west to the Mississippi State Line; and in all of the territory in the State of Tennessee within fifty (50) miles of the said City of Sheffield, Alabama, except such territory as may be within fifty (50) miles of Huntsville, Alabama; Nashville, Tennessee, Clarksville, Tennessee; or Jackson, Tennessee (as the Jackson, Tennessee fifty mile radius may be more clearly defined in the Agreement, dated June 1, 1967, by and between Florence Coca-Cola Bottling Company, Inc. and Corinth Coca-Cola Bottling Company), providing that the territory so described does not encroach upon nor conflict with the territory controlled or operated by any other Coca-Cola bottling plant.

“All points in Lauderdale County, Alabama, are included in this contract and all points in Tishomingo County, Mississippi, are specifically excluded.”

(All points referred to are as they existed May 2, 1946.)

EXHIBIT J

FORM OF CCBU EMPLOYEE MATTERS AGREEMENT

EXHIBIT J

FORM OF CCBU EMPLOYEE MATTERS AGREEMENT
(Direct Exchange – CCBCC as "Buyer")

This Employee Matters Agreement, dated as of October 2, 2017 (the "Closing Date"), is made by and between COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("CCBCC"), and the following subsidiaries of CCBCC: CCBCC Operations, LLC, Red Classic Equipment, LLC and Red Classic Transit, LLC (collectively with CCBCC, the "CCBCC Parties"), and COCA-COLA BOTTLING COMPANY UNITED, INC., an Alabama corporation ("CCBC United").

WHEREAS, the above-named parties have previously entered into an Asset Exchange Agreement, as defined below;

WHEREAS, such parties agreed to enter into and execute this Employee Matters Agreement as a condition to the Closing, as defined in the Asset Exchange Agreement and herein referred to as the "Closing"; and

WHEREAS, this Employee Matters Agreement sets forth the terms and conditions for the employment of, and the provision of employment benefits to, the Business Employees, as defined below.

NOW, THEREFORE, the parties to this Employee Matters Agreement agree as follows:

ARTICLE I – DEFINITIONS

Capitalized terms used in this Employee Matters Agreement that are not defined below or elsewhere in this Employee Matters Agreement shall have the meaning set forth in the Asset Exchange Agreement.

(a) "Accrued Vacation Amounts" shall have the meaning set forth in Section 3.7(a) hereof.

(b) "Active Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) actively performs work on behalf of CCBC United or (ii) is not actively performing work on behalf of CCBC United due to vacation, holiday, illness or injury (other than an employee receiving workers' compensation benefits or on an approved leave of absence, including FMLA or military leave), jury duty, or bereavement leave in accordance with applicable policies of CCBC United. For the avoidance of doubt, any Business Employee who is a part-time employee will be considered an "Active Business Employee".

(c) "Anniversary Date" means the one-year anniversary of the Closing Date.

(d) "Asset Exchange Agreement" means the Asset Exchange Agreement, dated September 29, 2017, by and between CCBC United, certain subsidiaries of CCBU identified on the signature pages thereto, CCBCC and certain subsidiaries of CCBCC identified on the signature pages thereto, including the schedules, appendices, exhibits, amendments, and ancillary agreements attached thereto and made a part thereof.

(e) "Business Employees" means all of the individuals identified on Exhibit A attached hereto. Each Business Employee will be either an "Active Business Employee" or an "Inactive Business Employee" as those terms are defined in this Employee Matters Agreement.

(f) "Cause" shall have the meaning set forth in Section 3.1 hereof.

(g) "CCBCC" and the "CCBCC Parties" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(h) "CCBCC Parties' Auto-Allowance Policy" shall have the meaning set forth in Section 3.5 hereof.

(i) "CCBCC Parties Savings Plan" shall have the meaning set forth in Section 3.4 hereof.

(j) "CCBC United" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(k) "CCBC United Employee Plans" means any health, welfare, medical, dental, pension, retirement, profit sharing, incentive compensation, deferred compensation, equity compensation, savings, fringe benefit, paid time off, severance, life insurance and disability plan, program, agreement or arrangement (whether written or oral), including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, that is sponsored, maintained or contributed to by CCBC United or its Affiliates for the Business Employees, other than the plans established pursuant to statute.

(l) "CCBC United Employee Severance Plan" shall have the meaning set forth in Section 2.2 hereof.

(m) "Closing" shall have the meaning set forth in the recitals to this Employee Matters Agreement.

(n) "Closing Date" shall have the meaning set forth in the preamble to this Employee Matters Agreement.

(o) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

(p) "Deferred Hire Date" shall have the meaning set forth in Section 2.3 hereof.

(q) "Delaware Courts" shall have the meaning set forth in Section 5.4(b) hereof.

(r) "Employee Matters Agreement" means this Employee Matters Agreement by and between CCBC United and the CCBCC Parties, including the appendices and amendments attached hereto and made a part hereof.

(s) "Employment-Related Obligations" shall have the meaning set forth in Section 4.3(a) hereof.

(t) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(u) "FMLA" means the Family Medical Leave Act of 1993, as amended.

(v) "Inactive Business Employee" means a Business Employee who, as of the date immediately prior to the Closing Date, (i) is not actively performing work on behalf of CCBC United and (ii) is on an approved leave of absence, including FMLA or military leave, or is receiving workers' compensation benefits.

(w) "Transferred Employee" shall have the meaning set forth in Section 2.3 hereof.

(x) "WARN" shall have the meaning set forth in Section 2.5 hereof.

ARTICLE II – EMPLOYMENT

2.1 Offer of Employment.

(a) Prior to the Closing Date, except as otherwise provided in this Section 2.1, the CCBCC Parties shall have made offers of employment applicable to each Business Employee. Prior to the Closing Date, CCBC United shall provide the CCBCC Parties with a list of the Business Employees to whom such offers of employment shall be made, which list may be subject to modification but shall be final as of the date immediately prior to the Closing Date and is attached hereto as Exhibit A.

(b) With respect to each Inactive Business Employee, CCBC United and the CCBCC Parties agree as follows:

(i) If such Inactive Business Employee returns to work during the period during which such Inactive Business Employee's employment is protected under the FMLA, then the CCBCC Parties agree to hire such Inactive Business Employee, effective upon his or her return to work and upon such terms and conditions as set forth in the FMLA.

(ii) If such Inactive Business Employee returns to work on or before the Anniversary Date but after the period during which such Inactive Business Employee's employment is protected under the FMLA, the CCBCC Parties will hire such Inactive Business Employee only if a comparable position with the CCBCC Parties is available for which such Inactive Business Employee is qualified. If no such comparable position with the CCBCC Parties is available at such time, such Inactive Business Employee will not become a Transferred Employee and the CCBCC Parties shall have no further obligation with respect to such Inactive Business Employee. Such Inactive Business Employee may apply for vacant positions with the CCBCC Parties.

2.2 Terms of Offer. Each offer of employment made to a Business Employee pursuant to Section 2.1 hereof shall provide for: (a) employment with one or more of the CCBCC Parties or a Subsidiary thereof, (b) until at least the Anniversary Date, a total compensation amount (comprised of base salary or hourly wage, plus potential short-term incentive compensation target (annual, local and sales), if any) that is comparable in the aggregate to such Business Employee's total compensation amount in effect as of immediately prior to the Closing Date, except for (i) "upside" incentive compensation above target, and (ii) overtime, (c) except as otherwise provided in Article III of this Employee Matters Agreement, employee benefits that are not less favorable than those benefits provided to similarly-situated employees of the CCBCC Parties, and (d) if the Business Employee is a salaried employee whose work location prior to the Closing Date is more than fifty (50) miles from the required work location for the CCBCC Parties, in either case, a requirement that the employee agree to relocate to the CCBCC Parties' required work location in accordance with the CCBCC Parties' policies. The CCBCC Parties shall have no obligation to hire a Business Employee who receives a contingent offer pursuant to subclause (d) who does not agree to relocate to the CCBCC Parties' required work location; however, the CCBCC Parties agree to pay one hundred percent (100%) of the cost of severance benefits payable to each such Business Employee pursuant to CCBC United's Severance Pay Plan, as amended through December 1, 1999 (the "CCBC United Employee Severance Plan"), if CCBC United is unsuccessful in identifying an alternate position for the employee within CCBC United's organization within a reasonable time after the Closing Date. As used in this Section 2.2, the term "work location" shall mean the personnel area to which a Business Employee is assigned in CCBC United's records. CCBC United shall provide the personnel area for any Business Employees upon request by the CCBCC Parties, and CCBC United and the CCBCC Parties agree to work together in good faith to correct any instance in

which either party identifies a possible error in a Business Employee's personnel area. The parties hereto understand and agree that the CCBCC Parties will bear one hundred percent (100%) of the expense associated with maintaining such total compensation amount referred to in subclause (b) above with respect to each Business Employee who becomes a Transferred Employee (as defined below) and that the CCBCC Parties are not required by this Employee Matters Agreement to duplicate CCBC United's short-term incentive compensation plans and targets (annual, local and sales), so long as the total compensation amount for each Transferred Employee remains comparable in the aggregate to that in effect immediately prior to the Closing Date, as contemplated in subclause (a) above, until at least the Anniversary Date. The parties hereto also understand and agree that, except as expressly set forth in this Employee Matters Agreement, the CCBCC Parties will have sole discretion and sole responsibility regarding the Transferred Employees' salaries, hourly wages and short-term incentive compensation.

2.3 Transferred Employees. The CCBCC Parties shall give each Business Employee until the close of business on the date immediately prior to the Closing Date to accept an offer of employment made pursuant to this Article II, except as otherwise provided in Section 2.1(b) hereof. A Business Employee who accepts employment with the CCBCC Parties and commences working for the CCBCC Parties shall become a "Transferred Employee". Each Active Business Employee who accepts employment with the CCBCC Parties shall become a Transferred Employee effective on the Closing Date and shall terminate his or her employment with CCBC United on the date immediately prior to the Closing Date. Each Inactive Business Employee who accepts employment with the CCBCC Parties shall become a Transferred Employee on the date he or she returns to work ("Deferred Hire Date"), provided such date is on or before the Anniversary Date, and shall terminate his or her employment with CCBC United as of the date immediately prior to the Deferred Hire Date. If an Inactive Business Employee does not return to work on or before the Anniversary Date, the CCBCC Parties shall have no obligation under this Employee Matters Agreement to hire such employee, and such employee shall not become a Transferred Employee. The CCBCC Parties agrees that it will not institute a reduction in force or otherwise terminate any Transferred Employees, other than for Cause, for a period of thirty (30) days after the Closing.

2.4 Rejected Offers. Except as provided in Section 2.2 hereof, the CCBCC Parties shall have no obligation with respect to any Business Employee who rejects the CCBCC Parties' offer of employment made pursuant to Section 2.1 hereof. Except as referred to in Section 2.2 hereof, it is the intent of the parties that such employee shall not be entitled to any termination or severance benefits as a result of the closing of the transactions contemplated by the Asset Exchange Agreement, and each of the parties shall cause their respective severance plans, policies, programs or arrangement to be interpreted and administered consistent with such intent.

2.5 WARN. The parties acknowledge their mutual understanding and intent that because of the CCBCC Parties' obligation to offer employment to each Business Employee pursuant to Section 2.1 hereof, the termination of such Business Employees upon the closing of

the transactions contemplated by the Asset Exchange Agreement shall not constitute a "plant closing" or "mass layoff" within the meaning of the Worker Adjustment and Retraining Notification Act or any similar state or local law ("WARN"). Accordingly, the CCBCC Parties shall be solely responsible and agrees to indemnify and hold CCBC United harmless for any Losses under WARN arising out of the CCBCC Parties' failure to offer employment to all of the Business Employees pursuant to Section 2.1 hereof. The CCBCC Parties further agree that it shall be solely responsible for any liability under WARN for any terminations of Transferred Employees occurring on or after the Closing Date.

ARTICLE III – EMPLOYEE BENEFITS

3.1 Severance. Each Transferred Employee will be eligible to participate in the CCBCC Parties' severance plans (if any) under the same terms and conditions as other similarly-situated employees of CCBC United. Until the Anniversary Date, the CCBCC Parties agree to provide to any Transferred Employee who is involuntarily terminated by the CCBCC Parties for any reason, other than for Cause (as defined herein), severance benefits that are no less favorable than the severance benefits such employee would have received under CCBC United's severance pay plans and policies, as in effect and applicable to such employee immediately prior to the Closing Date, it being understood that the CCBCC Parties will bear one hundred percent (100%) of the cost of any severance benefits so paid pursuant to this Section 3.1. For purposes of this Section 3.1, "Cause" means a reason for termination based on an employee's inappropriate behavior or conduct in violation of the CCBCC Parties' rules, policies, or directives and/or in violation of law, including, without limitation, the employee's inability to confirm eligibility for employment in the United States, but specifically excluding, however, an employee's inability to meet performance goals or criteria. The CCBCC Parties further agree that any such severance benefits paid in accordance with this Section shall be conditioned upon the Transferred Employee executing and timely returning a release of claims agreement, the form of which, in the case of severance paid pursuant to the second sentence of this Section 3.1, shall be mutually acceptable to CCBC United and the CCBCC Parties and shall include, without limitation, a release of any and all claims such employee may have arising out or relating to such employee's employment with CCBC United and the CCBCC Parties or the termination thereof.

3.2 Service Credit. The CCBCC Parties shall take all actions necessary such that Transferred Employees shall be credited for their actual and credited service with CCBC United and each of its Affiliates, for purposes of participation, eligibility and vesting in the CCBCC Parties' "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA), the CCBCC Parties Savings Plan, and the CCBCC Parties' vacation, service awards, and any other plans, policies or practices in which Transferred Employees may commence participation after the Closing; provided, however, that such crediting of service shall not operate to duplicate any benefit to any such Transferred Employee.

3.3 Health and Welfare Benefits. The CCBCC Parties shall take all action necessary to ensure that the Transferred Employees will be eligible to participate in the CCBCC Parties' "employee welfare benefit plan" to the same extent as the CCBCC Parties' other employees. The CCBCC Parties shall take all action necessary to ensure that, to the extent permitted under the CCBCC Parties' "employee welfare benefit plan" (within the meaning of Section 3(1) of ERISA) covering Transferred Employees after the Closing, such plans shall (i) waive any pre-existing condition exclusions, (ii) waive any proof of insurability, and (iii) recognize, for purposes of satisfying any deductibles and out-of-pocket amounts maximums during the plan year in which the Closing Date occurs, any payments made by any Transferred Employee toward deductibles and out-of-pocket maximums in any health or other insurance plan of the CCBCC Parties or an Affiliate of the CCBCC Parties. Within thirty (30) days after the Closing Date, CCBC United will make available to Transferred Employees a one-time cash payment to offset higher costs for employees in the CCBCC Parties' "employee welfare benefit plans" calculated for a period of two (2) years as set forth in Schedule 1 attached hereto with respect to the item captions "Medical/Dental/Vision/Rx." CCBC United and the CCBCC Parties will share equally the costs and expenses of such one-time cash payment and the CCBCC Parties will pay by wire transfer in immediately available funds to CCBC United the amount allocated to the CCBCC Parties at the Closing.

3.4 401(k) Benefits. CCBC United shall cause the CCBC United 401(k) Plan to fully vest the Transferred Employees in their accounts immediately prior to their termination of employment with CCBC United and to prorate the employer-match contributions for the current year. CCBC United and the CCBCC Parties will share equally the cost and expense of providing such full vesting, provided that the parties hereto agree that (a) the CCBCC Parties will pay by wire transfer in immediately available funds to CCBC United any such amount allocated to the CCBCC Parties at the Closing, and (b) the CCBCC Parties shall not be responsible for any cost associated with CCBC United's proration of the employer-match contributions referred to above. Transferred Employees will be eligible to participate in one or more defined contribution savings plans intended to qualify under Section 401(a) and 401(k) of the Code ("CCBCC Parties Savings Plan") and, effective as of the Closing Date, the CCBCC Parties shall cause the CCBCC Parties Savings Plan to provide for receipt of Transferred Employees' distribution of their account balances, including any outstanding loans, in the form of an eligible rollover distribution from the CCBC United 401(k) Plan, provided such rollovers are made at the election of the Transferred Employees.

3.5 Automobile Allowance. The CCBCC Parties agree to adopt or maintain an automobile allowance policy ("CCBC Parties' Auto-Allowance Policy") that is comparable, in the aggregate, to CCBC United's automobile allowance policy in effect immediately prior to the Closing Date. Transferred Employees who participated in CCBC United's automobile allowance policy immediately prior to Closing will be eligible to participate in the CCBCC Parties' Auto-Allowance Policy effective as of the Closing Date and until at least the Anniversary Date.

3.6 COBRA Coverage. CCBC United shall be solely responsible for offering and providing any COBRA coverage with respect to any of the Business Employees who is a "qualified beneficiary," who is covered by a CCBC United Employee Plan that is a "group health plan" and who experiences a "qualifying event" on or prior to the date the employee becomes a Transferred Employee. The CCBCC Parties shall be solely responsible for offering and providing any COBRA coverage required with respect to any Transferred Employee (or other qualified beneficiary), who becomes covered by a group health plan sponsored or contributed to by the CCBCC Parties and who experiences a qualifying event subsequent to the date the employee becomes a Transferred Employee. For purposes hereof, each of "qualified beneficiary", "group health plan" and "qualifying event" shall have the meaning ascribed thereto in Section 4980B of the Code.

3.7 Vacation Pay, Paid-Time Off, Holidays and Sick Pay.

(a) CCBC United shall transfer to the CCBCC Parties, and the CCBCC Parties shall assume and become responsible for, the accrued but unused vacation days of the Transferred Employees as of the Closing Date in the amounts reflected on a schedule thereof provided to the CCBCC Parties by CCBC United prior to the Closing Date (the "Accrued Vacation Amounts"), which Accrued Vacation Amounts may be used by the Transferred Employees through December 31, 2017, in accordance with the CCBCC Parties' vacation and holiday policies, provided, that at the Closing, CCBC United will pay by wire transfer in immediately available funds to the CCBCC Parties an amount equal to the aggregate Accrued Vacation Amounts. Except as expressly set forth in the immediately preceding sentence, the CCBCC Parties shall not assume or otherwise become liable for, and CCBC United shall not transfer to the CCBCC Parties, any liabilities of CCBC United with respect to accrued but unused vacation, paid time off, or sick days. For a period of one (1) year after the Closing Date, the CCBCC Parties will honor CCBC United's vacation and holiday policies as to the number of days available as in effect on the date immediately prior to the Closing for the benefit of the Transferred Employees, and will be responsible for paying or providing all leave that Transferred Employees accrue following the Closing Date and for paying any other costs associated with honoring such vacation and holiday policies until at least the Anniversary Date; provided, that the CCBCC Parties may, at their option, elect to provide the Transferred Employees with cash compensation in lieu of any such additional vacation or holidays that would be required under CCBC United's vacation and holiday policies. Except as provided in this Section 3.7, Transferred Employees' entitlement to vacation, sick time, holiday and personal time off will be accrued or available and used only in accordance with the CCBCC Parties' own vacation, sick time, holiday and personal paid time off policies.

(b) CCBC United shall pay to each Transferred Employee an amount equal to the amount of such Transferred Employee's accrued and unused sick pay as of the Closing Date in accordance with CCBC United's regular payroll practices and procedures for the payment of wages to terminating employees. CCBC United will bear 100% of the cost and expense of such amounts and will communicate the timing and amount of such payouts to the CCBCC Parties. From and after the Closing Date, the Transferred Employees will accrue sick pay entitlement in accordance with CCBCC Parties' sick pay policy, commencing on the Closing Date.

3.8 Plan Authority. No CCBC United Employee Plans or assets of any CCBC United Employee Plans shall be transferred to the CCBCC Parties or any Affiliate of the CCBCC Parties. Nothing contained herein, express or implied, constitutes an amendment or modification to CCBC United Employee Plans or CCBC United policies, programs or arrangements. Nothing contained herein, express or implied, shall prohibit the parties or their Affiliates, as applicable, from adding, deleting or changing provider of benefits, changing, increasing or decreasing co-payments, deductibles or other requirements for coverage or benefits (e.g., utilization review or pre-certification requirements), and/or making other changes in the administration of or in the design, coverage and benefits provided to such Transferred Employees. Without reducing the obligations set forth in this Article III, no provision in this Employee Matters Agreement shall be construed as a limitation on the right of the parties or their Affiliates, as applicable, to suspend, amend, modify or terminate any employee benefit plan. Further, no provision of this Employee Matters Agreement shall be construed as limiting the parties' or their Affiliates', as applicable, discretion and authority to interpret their respective employee benefit and compensation plans, agreements, arrangements, and programs in accordance with their terms and applicable law.

ARTICLE IV – OTHER EMPLOYEE MATTERS

4.1 Cooperation. CCBC United and the CCBCC Parties shall provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Employee Matters Agreement (including, without limitation, initial employment dates, termination dates, reemployment dates, hours of service, current compensation, Transferred Employee FMLA usage in the twelve (12) months prior to Closing, year to date contributions to the CCBC United Plan and Code Section 125 health and dependent flexible spending accounts and Department of Transportation ("DOT") driver qualification files and DOT compliant drug testing program records). Subject to applicable laws, in connection with the Closing, CCBC United will transfer to the CCBCC Parties the personnel and employment records of the Transferred Employees (including, without limitation, DOT records and performance appraisals) to the extent that the CCBCC Parties determine in their reasonable judgment that such records are necessary for the ongoing operation of the Business; provided, that in such case CCBC United will provide original records (including electronic records) to the CCBCC Parties unless they request copies or only copies are in existence.

4.2 No Third-Party Beneficiaries. Nothing contained herein, express or implied, (a) is intended to confer or shall confer upon any employee, Business Employee or Transferred Employee any right to employment or continued employment for any period of time by reason of this Employee Matters Agreement, or any right to a particular term or condition of employment,

(b) is intended to confer or shall confer upon any individual or any legal representative of any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees and including collective bargaining agents or representatives) any right as a third-party beneficiary of this Employee Matters Agreement or (c) shall be deemed to confer upon any such individual or legal representative any rights under or with respect to any plan, program or arrangement described in or contemplated by this Employee Matters Agreement, and each such individual or legal representative shall be entitled to look only to the express terms of any such plans, programs or arrangements for his or her rights thereunder.

4.3 Employment Liabilities.

(a) CCBC United shall indemnify, defend and hold harmless the CCBCC Indemnified Parties against, and reimburse any CCBCC Indemnified Party for, all Losses that such CCBCC Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with (i) Employment-Related Obligations owed to any Business Employee (or their spouses or beneficiaries) to the extent arising prior to the Closing and (ii) any employees of CCBC United who are not hired by the CCBCC Parties hereunder. The CCBCC Parties shall indemnify, defend and hold harmless the CCBC United Indemnified Parties against, and reimburse any CCBC United Indemnified Party for, all Losses that such CCBC United Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with Employment-Related Obligations owed to any Transferred Employee (or their spouses or beneficiaries) to the extent arising after the Closing. For purposes of this Employee Matters Agreement, "Employment-Related Obligations" means all Losses arising out of, related to, in respect of or in connection with employment relationships or alleged or potential employment relationships with the indemnifying party or their Affiliates relating to employees, leased employees, applicants and/or independent contractors or those individuals who are deemed to be employees of the indemnifying party or their Affiliates by contract or Law, including claims related to discrimination, torts, compensation for services (and related employment and withholding taxes), workers compensation or similar benefits and payments on account of occupational illnesses and injuries, employment contracts, invasion of privacy, infliction of emotional distress, defamation, slander, provision of leave under the FMLA or other similar Laws, car programs, relocation, expense-reporting, tax protection policies, claims arising out of WARN (except as otherwise set forth in Section 2.5) or employment, terms of employment, transfers, re-levels, demotions, failure to hire, failure to promote, compensation policies, practices and treatment, termination of employment, harassment, pay equity, employee benefits (including post-employment welfare and other benefits), employee treatment, employee suggestions or ideas, fiduciary performance, employment practices, the modification or termination of employee benefit plans, policies, programs, agreements and arrangement, and the like. Without limiting the generality of the foregoing, with respect to any employee, leased employees, and/or independent contractors or those individuals who are deemed to be employees, "Employment-Related Obligations" includes payroll and social security Taxes, contributions (whether voluntary or involuntary) to any retirement, health and welfare or similar plan or arrangement, notice, severance or similar payments required under Law and obligations under Law with respect to occupational injuries and illnesses.

(b) With respect to the parties' indemnity obligations set forth in this Section 4.3, (i) all Losses shall be net of any third-party insurance proceeds which have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification; (ii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach hereof) unless any such damages or items are awarded to a third party in a Third Party Claim, provided that this Section 4.3(b)(ii) shall not limit or restrict in any way the right or ability of an Indemnified Party to recover damages that are direct and reasonably foreseeable; and (iii) in no event shall the Indemnifying Party have liability to the Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses constitute a payment obligation of the Indemnified Party under this Employee Matters Agreement.

(c) In addition to, and not in limitation of, the foregoing, the parties agree that CCBC United shall have no liability to indemnify any CCBCC Indemnified Party under this Employee Matters Agreement with respect to any Losses to the extent such Losses are caused by or result from any action (i) that after the date of the Asset Exchange Agreement the CCBCC Parties requested CCBC United to take or refrain from taking in writing pursuant to Section 5.01(a) of the Asset Exchange Agreement (other than actions CCBC United is already obligated to take or refrain from taking under this Employee Matters Agreement or the Asset Exchange Agreement), (ii) taken pursuant to a written consent from the CCBCC Parties specifically authorizing such action, but only as long as CCBC United's request for written consent to such action was not related to curing a breach of any representation, warranty or covenant of CCBC United hereunder or under the Asset Exchange Agreement, or (iii) that CCBC United or any of its Affiliates, having sought the CCBCC Parties' consent pursuant to Section 5.01(a) of the Asset Exchange Agreement, did not take as a result of the CCBCC Parties having unreasonably withheld, delayed or conditioned the requested consent, other than, in the case of clauses (i) and (ii), any such Losses constituting costs and expenses specifically and intentionally incurred by CCBC United to take any such action requested by the CCBCC Parties and agreed to by CCBC United.

ARTICLE V – MISCELLANEOUS

5.1 Entire Agreement. This Employee Matters Agreement (including Exhibit A attached hereto), together with the Asset Exchange Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be modified only in writing duly executed by the parties hereto.

5.2 Waiver. Neither the failure of any party hereto to insist upon the performance of any term or condition of this Employee Matters Agreement or to exercise any right or privilege conferred by this Employee Matters Agreement nor the waiver by any party of any such term or condition shall be construed as thereafter waiving any such term, condition, right or privilege.

5.3 Assignment. This Employee Matters Agreement shall be binding on the respective parties, their successors, legal representatives and assigns, and no party hereto shall have the right to assign, sublet, transfer, encumber or convey this Employee Matters Agreement or any interest in it without the written consent of the other party. Notwithstanding the preceding sentence, the CCBCC Parties may, without the prior written consent of CCBC United, assign all or any portion of their rights and obligations under this Employee Matters Agreement to one (1) or more of CCBCC's direct or indirect wholly-owned subsidiaries, provided, no such assignment shall relieve the CCBCC Parties of any of their obligations hereunder.

5.4 Governing Law and Dispute Resolution.

(a) This Employee Matters Agreement (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that any claims, causes of action or disputes that may be based upon, arise out of or relate to this Employee Matters Agreement, to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be resolved only in the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the District of Delaware and the appellate courts having jurisdiction of appeals from such courts (the "Delaware Courts"). In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Employee Matters Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts;

(ii) consents that any such Action may and shall be brought in the Delaware Courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in the Delaware Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02 of the Asset Exchange Agreement; and

(iv) agrees that nothing in this Employee Matters Agreement shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

(c) Should any party institute any action or proceeding in court to enforce any provision of this Employee Matters Agreement or for damages by reason of any alleged breach of any provision of this Employee Matters Agreement or for any other judicial remedy with respect to this Employee Matters Agreement, the prevailing party will be entitled to receive from the losing party all reasonable attorneys' fees of outside counsel and all reasonable out of pocket costs paid to third parties in connection with such proceeding. No attorneys' fees shall be awarded for the respective parties in-house counsel.

5.5 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS EMPLOYEE MATTERS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS EMPLOYEE MATTERS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS EMPLOYEE MATTERS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Severability. If any sentence, paragraph, clause, or portion of this Employee Matters Agreement is held to be in violation of any applicable law or public policy, such sentence, paragraph, clause or portion shall be of no effect, and the remainder of this Employee Matters Agreement shall be binding. In the event that any part of this Employee Matters Agreement is determined by a court of law to be unenforceable in any respect, CCBC United and the CCBCC Parties jointly intend and hereby request that the court substitute a judicially enforceable provision in its place taking into consideration the intent of the parties.

5.7 Counterparts. This Employee Matters Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Employee Matters Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Employee Matters Agreement. This Employee Matters Agreement shall become effective and binding upon each proposed party hereto upon the execution and delivery of a counterpart hereof by such party.

5.8 Notice. Any notice required to be given by any party herein to the other shall be given in accordance with Section 10.02 of the Asset Exchange Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, CCBC United and the CCBCC Parties have caused this Employee Matters Agreement to be executed on the date first written above by their respective duly authorized officers.

CCBCC PARTIES:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: _____
Name:
Title:

CCBCC OPERATIONS, LLC

By: _____
Name:
Title:

RED CLASSIC EQUIPMENT, LLC

By: _____
Name:
Title:

RED CLASSIC TRANSIT, LLC

By: _____
Name:
Title:

CCBC UNITED:

COCA-COLA BOTTLING COMPANY UNITED, INC.

By: _____

Name:
Title:

EXHIBIT A

BUSINESS EMPLOYEES

EXHIBIT K

CCBU TERRITORY

EXHIBIT K

CCBU Territory

Spartanburg-Bluffton, South Carolina

State	County	Sales Center	Description
South Carolina	Beaufort	Bluffton - CCBCC	All locations in Beaufort County south of a line starting at a point (81°0'44.95"W 32°14'10.443"N) where State Highway 46 (State Highway 170, Okatie Highway) crosses the Beaufort – Jasper County boundary; thence northeast on State Highway 46 to a point (80°58'52.13"W 32°14'30.004"N) at the intersection of State Highway 170 (Okatie Highway), New Riverside Rd, and State Highway 46 (May River Rd); thence northeast on a parallel buffer line that is a one quarter mile (1/4) east of State Highway 170 (Okatie Highway) to a point (80°56'12.735"W 32°17'37.724"N) at the intersection of State Highway 170 (Okatie Highway) and US Highway 278 (Fording Island Rd); thence southeast on US Highway 278 (Fording Island Rd) to a point (80°53'15.427"W 32°17'10.093"N) at the intersection of US Highway 278 (Fording Island Rd) and Pinckney Colony Rd; thence north on Pinckney Colony Rd to a point (80°53'21.451"W 32°18'5.237"N) at the intersection of Pinckney Colony Rd and Harrison Island Rd; thence northeast on Harrison Island Rd out to a point (80°52'43.323"W 32°18'32.776"N) in the Colleton River; thence southeast in the Colleton River following the southern river bank south of Crane Island, Spring Island, and Daws Island into the Chechessee River to a point (80°44'35.786"W 32°17'23.092"N) in the Port Royal Sound; thence southwest into Mackay Creek following it southwardly to a point (80°47'10.178"W 32°11'46.869"N) where Mackay Creek meets the May River; thence eastwardly in the May River to a point (80°50'31.854"W 32°12'42.878"N) where the May River meets Savage Creek; thence southwardly in Savage Creek to a point (80°50'54.443"W 32°8'56.349"N) where Savage Creek meets the Cooper River; thence southwestwardly in the Cooper River to a point (80°53'20.588"W 32°7'51.722"N) where the Cooper River meets the Ramshorn Cr; thence south in the Ramshorn Cr to a point (80°53'51.049"W 32°6'35.196"N) where it meets the New River on the Beaufort – Jasper County boundary. EXCLUDING the islands of Lemon, Springs, Rose (or Daw), Pinckney, Hilton Head, Bulls, and Daufuskie.

State	County	Sales Center	Description
South Carolina	Spartanburg	Spartanburg	All of SPARTANBURG County, South Carolina except the following three (3) parts: Part One: Beginning at a point on the Spartanburg/Cherokee Counties line, which lies four and one-fourth (4-1/4) miles from the northeast corner of Spartanburg County; thence, southwardly in a straight line to a point which lies one and one-half (1-1/2) miles measured perpendicularly from a point on the Spartanburg/Cherokee Counties line which lies six and one-half (6-1/2) miles from the northeast corner of said Spartanburg county (it being understood and agreed that Mary Louise Mill and Mary Louise Mill Village as it existed on November 20, 1952, including the stores servicing this mill are to be excluded from the territory of the Dr Pepper Bottling Company of Spartanburg); thence, southeastwardly in a straight line to a point on the Spartanburg/Cherokee Counties line which lies nine and one-half (9-1/2) miles from the northeast corner of said Spartanburg County. Part Two: Beginning at a point on the Spartanburg/Cherokee Counties line which lies two and eleven-sixteenths (2-11/16) miles from the intersection of Union, Spartanburg and Cherokee Counties lines, running southwestwardly in a straightline and parallel to the Spartanburg/Union Counties lines for a· distance of three and one-half (3-1/2) miles; thence, southeastwardly in a straight line to a point on the Spartanburg/Union Counties line three and one-half (3-1/2) miles from the intersection of the Spartanburg, Union and Cherokee Counties lines. It is the intent of this description to exclude the towns of Pacolet and Pacolet Mills from the Spartanburg territory description. Parts One and Two of this description are as so located on Novemb.er 20, 1952. Part Three: Beginning at the point of intersection of Greenville, Spartanburg and Laurens Counties; thence, northwardly along the Greenville/Spartanburg County line to a point nearest the Pelham Mill School House, as the same existed in January 23, 1926; thence, in an easterly direction to said school house; thence, northerly in a straight line to a point where the present State Highway No. 8 intersects with Groce’ s Road near Lyman, South Carolina; thence, along said Grace’s Road to the intersection of said road with the track of the Southern Railway Company where said road crosses the said railroad on a bridge; thence, along the Holly Springs dirt road to Friendship School House; thence, west to a point on the Greenville County line; thence, southwardly and southeastwardly to the point of intersection of Greenville, Spartanburg and Laurens Counties, point of beginning. It is the full intent to exclude Parts One, Two and Three from the Spartanburg, South Carolina territory description. It is understood and agreed that all places where soft drinks are now sold, or may hereafter be sold, now facing or· which may hereafter face, on either side of the Groce’s Road or the Holly Springs Road, herein referred to, shall belong to the territory of the Spartanburg Coca-Cola Bottling Company d/b/a Dr Pepper Bottling Company of Spartanburg.

Exhibit K – CCBU Territory

State	County	Sales Center	Description
South Carolina	Abbeville	Spartanburg	All of ABBEVILLE County, South Carolina east of the following described line: Beginning at a point on the Abbeville/Anderson Counties line one and one-half (l-1/2) miles west of the Southern Railroad intersection with said county lines; thence, s0utheastwardly in a straight line to a point on the Abbeville/Greenwood Counties line where said County line makes approximately a ninety degree angle and goes northeastwardly across the Southern Railroad – said point lying approximately one and one-half 1-1/2 miles west of the intersection of the Southern ·Railroad and Abbeville/Greenwood Counties lines. It is the intent of this description to include the town of Donalds in the Spartanburg territory description. All as so located on April 12, 1955.
South Carolina	Laurens	Spartanburg	All of LAURENS County, South Carolina except the following described part: Beginning at a point on the western boundary of Laurens County at the northeasternmost boundary of the locality known as Ware Shoals; thence, along a straight line to the northernmost boundary of the locality known as Maddens; thence, along a straight line to the northernmost boundary of the town of Clinton; thence, along S.C.L. Railroad to the locality known as Renno; thence back to the southeastern boundary of the town of Clinton; thence, along a straight line to its intersection of the Laurens/Newberry Counties line where said line would cross when drawn from the town of Clinton to the locality known as Silver Street (located in Newberry County). It is the intent of this description to exclude the localities known as Maddens, Clinton and Renno from the Spartanburg description. All as so located on September 24, 1921.

Exhibit K – CCBU Territory

Exhibit 99.1

Press Release

Media Contact: Kimberly Kuo
Senior Vice President, Public Affairs,
Communications and Communities
704-557-4584

Investor Contact: Clifford M. Deal, III
Senior Vice President and
Chief Financial Officer
704-557-4633

Coca-Cola Bottling Co. Consolidated
Acquires Distribution Territories and Manufacturing Facilities

- ***Acquires distribution territory in central and southern Arkansas in exchange for transferring distribution territory in parts of southern Alabama, southwestern Georgia, southeastern Mississippi, northwestern Florida and Somerset, Kentucky***
- ***Acquires manufacturing facilities in Memphis, Tennessee and West Memphis, Arkansas in exchange for transferring a manufacturing facility in Mobile, Alabama***
- ***Acquires distribution territory in and around Memphis, Tennessee, including in portions of northwestern Mississippi and eastern Arkansas***
- ***Acquires distribution territory in Spartanburg and Bluffton, South Carolina in exchange for transferring distribution territory in Florence, Alabama, south-central Tennessee and Laurel, Mississippi***

CHARLOTTE, N.C., October 2, 2017—Coca-Cola Bottling Co. Consolidated (NASDAQ: COKE) (the "Company") today announced that it entered into and completed transactions with The Coca-Cola Company to exchange distribution territory previously served by the Company in parts of southern Alabama, southwestern Georgia, southeastern Mississippi, northwestern Florida and in and around Somerset, Kentucky and a manufacturing facility in Mobile, Alabama previously owned by the Company for distribution territory previously served by Coca-Cola Refreshments USA, Inc. ("CCR"), a wholly-owned subsidiary of The Coca-Cola Company, in parts of Arkansas and two manufacturing facilities previously owned by CCR in Memphis, Tennessee and West Memphis, Arkansas, and to acquire additional distribution territory previously served by CCR in and around Memphis, Tennessee, including in portions of northwestern Mississippi and eastern Arkansas. As part of the transactions, the Company acquired exclusive distribution rights in territory that includes the following major markets: Little Rock, West Memphis and southern Arkansas; and Memphis, Tennessee. The Company relinquished distribution rights in territory that includes Mobile, Leroy and Robertsdale, Alabama; Columbus, Sylvester and Bainbridge, Georgia; Ocean Springs, Mississippi; Panama City, Florida; and

Somerset, Kentucky. The definitive agreements with CCR include the exchange and acquisition of distribution territory and manufacturing facilities described in the previously-announced letters of intent dated June 14, 2016 and April 11, 2017 between the Company and The Coca-Cola Company.

The Company also announced today that it entered into and completed a transaction with Coca-Cola Bottling Company United, Inc. ("United") to exchange distribution territory previously served by the Company in Florence, Alabama, south-central Tennessee and Laurel, Mississippi for distribution territory previously served by United in Spartanburg and portions of Bluffton, South Carolina. Piedmont Coca-Cola Bottling Partnership ("Piedmont"), a majority owned subsidiary of the Company, also entered into and completed a transaction with United to exchange distribution territory previously served by Piedmont in northeastern Georgia for the remainder of the distribution territory in Bluffton, South Carolina previously served by United. The definitive agreement with United includes the exchange of distribution territory described in the previously-announced letter of intent dated June 14, 2016 between the Company and United.

The Company will file a Current Report on Form 8-K with the Securities and Exchange Commission regarding the territory and manufacturing transactions that will be available on the Commission's website at http://www.sec.gov and on the Company's website at http://www.cokeconsolidated.com. For more information about the transactions, including the Company's relationship with The Coca-Cola Company, investors should read the information included in the Company's Current Report on Form 8-K that will be filed and the agreements filed as exhibits to such report.

About Coca-Cola Bottling Co. Consolidated

Coke Consolidated is the largest independent Coca-Cola bottler in the United States. Our Purpose is to honor God, serve others, pursue excellence and grow profitably. For 115 years, we have been deeply committed to the consumers, customers and communities we serve and passionate about the broad portfolio of beverages and services we offer. We make, sell and distribute beverages of The Coca-Cola Company and other partner companies in more than 300 brands and flavors across 15 states to over 66 million consumers.

Headquartered in Charlotte, N.C., Coke Consolidated is traded on the NASDAQ under the symbol COKE. More information about the company is available at www.cokeconsolidated.com. Follow Coke Consolidated on Facebook, Twitter, Instagram and LinkedIn.

Cautionary Information Regarding Forward-Looking Statements

Certain statements contained in this news release are "forward-looking statements" that involve risks and uncertainties. The words "believe," "expect," "project," "will," "should," "could" and similar expressions are intended to identify those forward-looking statements. Factors that might cause Coke Consolidated's actual results to differ materially from those anticipated in forward-looking statements include, but are not limited to: lower than expected selling pricing resulting from increased marketplace competition; changes in how significant customers market or promote our products;

changes in our top customer relationships; changes in public and consumer preferences related to nonalcoholic beverages; unfavorable changes in the general economy; miscalculation of our need for infrastructure or capital investment; our inability to meet requirements under beverage agreements; material changes in the performance requirements for marketing funding support or our inability to meet such requirements; decreases from historic levels of marketing funding support; changes in The Coca-Cola Company's and other beverage companies' levels of advertising, marketing and spending on brand innovation; the inability of our aluminum can or plastic bottle suppliers to meet our purchase requirements; our inability to offset higher raw material costs with higher selling prices, increased bottle/can sales volume or reduced expenses; consolidation of raw material suppliers; incremental risks resulting from increased purchases of finished goods; sustained increases in fuel costs or our inability to secure adequate supplies of fuel; sustained increases in workers' compensation, employment practices and vehicle accident claims costs; sustained increases in the cost of employee benefits; product liability claims or product recalls; technology failures; changes in interest rates; the impact of debt levels on operating flexibility and access to capital and credit markets; adverse changes in our credit rating (whether as a result of our operations or prospects or as a result of those of The Coca-Cola Company or other bottlers in the Coca-Cola system); changes in legal contingencies; legislative changes affecting our distribution and packaging; adoption of significant product labeling or warning requirements; additional taxes resulting from tax audits; natural disasters and unfavorable weather; global climate change or legal or regulatory responses to such change; issues surrounding labor relations; bottler system disputes; our use of estimates and assumptions; changes in accounting standards; impact of obesity and health concerns on product demand; public policy challenges regarding the sale of soft drinks in schools; the impact of volatility in the financial markets on access to the credit markets; the impact of acquisitions or dispositions of bottlers by their franchisors; changes in the inputs used to calculate our acquisition related contingent consideration liability; and the concentration of our capital stock ownership. These and other factors are discussed in the Company's regulatory filings with the Securities and Exchange Commission, including those in our Annual Report on Form 10-K for the year ended January 1, 2017 under Part I, Item 1A "Risk Factors," as well as those additional factors we may describe from time to time in other filings with the Securities and Exchange Commission. The forward-looking statements contained in this news release speak only as of this date, and the Company does not assume any obligation to update them except as required by law.

—Enjoy Coca-Cola—