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): February 6, 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))

Item 8.01. Other Events.

Cleveland Letter of Intent. On February 6, 2017, Coca-Cola Bottling Co. Consolidated (the "Company") and The Coca-Cola Company entered into a non-binding letter of intent (the "February 2017 LOI") pursuant to which Coca-Cola Refreshments USA, Inc. ("CCR"), a wholly-owned subsidiary of The Coca-Cola Company, would grant the Company certain exclusive rights for the distribution, promotion, marketing and sale of beverage products owned and licensed by The Coca-Cola Company in territory in and around Cleveland, Ohio (the "Cleveland Territory") currently served by another unaffiliated Coca-Cola bottler (the "Cleveland Transaction"). The February 2017 LOI contemplates that CCR would acquire this distribution business in the Cleveland Territory from the existing Coca-Cola bottler immediately prior to selling it to the Company. Pursuant to the February 2017 LOI, the Company and The Coca-Cola Company also amended their non-binding letter of intent dated February 8, 2016, as described in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on February 10, 2016 and filed as Exhibit 99.2 thereto, to remove the portion of the distribution territory located in northern West Virginia served by CCR's distribution facilities in Wheeling and Fairmont, West Virginia from the distribution territory expansion transaction contemplated by such letter of intent and agreed that CCR will sell the distribution rights and assets associated with such territory to another unaffiliated Coca-Cola bottler. A copy of the Company's news release, dated February 7, 2017, announcing the transactions contemplated by the February 2017 LOI is filed as Exhibit 99.1 hereto.

The exclusive rights for the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed beverage products in the Cleveland Territory would be granted to the Company by CCR pursuant to a final comprehensive beverage agreement (the "Final CBA"), which agreement is described in the Company's Current Report on Form 8-K filed with the SEC on September 28, 2015 (the "September 2015 Form 8-K"). A form of the Final CBA was filed as Exhibit 1.1 to the territory conversion agreement filed as Exhibit 10.1 to the September 2015 Form 8-K.

The February 2017 LOI also contemplates that CCR would sell, transfer and assign to the Company exclusive rights for the distribution, promotion, marketing and sale in the Cleveland Territory of various cross-licensed brands to be acquired by CCR at the time it acquires the Cleveland Territory, subject to the consent of the third-party brand owners. CCR would also sell to the Company certain of CCR's distribution assets and the working capital associated therewith, as may be necessary to distribute, promote, market and sell both The Coca-Cola Company-owned and -licensed products and the cross-licensed branded products in the Cleveland Territory. The Company would pay to CCR at the closing for the Cleveland Territory a cash amount that reflects the agreed value of the exclusive rights to distribute, promote, market and sell in the Cleveland Territory the cross-licensed brands (and the distribution assets and working capital applicable thereto) and the net book value of the distribution assets and working capital associated with the distribution, promotion, marketing and sale of The Coca-Cola Company-owned and -licensed products in the Cleveland Territory. The Company would also agree in the Final CBA entered into at the closing of the Cleveland Transaction to make periodic sub-bottling payments to CCR on a continuing basis after such closing for the grant of exclusive rights in the Cleveland Territory for The Coca-Cola Company-owned and -licensed beverage products.

The February 2017 LOI addresses several other matters related to the ongoing expansion of the Company's distribution territories and the implementation of the national product supply system, including the current intentions of the Company and The Coca-Cola Company with respect to (i) the implementation of a binding system governance in the Cleveland Territory consistent with the Company's implementation of such governance in its existing distribution territories for Coca-Cola products, and (ii) the process pursuant to which the Company would be provided opportunities to participate economically in the existing business of The Coca-Cola Company in the United States involving non-direct store delivery of products and future non-direct store delivery of products and/or business models developed by The Coca-Cola Company.

The Cleveland Transaction will be subject to the terms of a definitive purchase agreement. The Company anticipates that this definitive agreement would be executed, and that the closing of this transaction would be completed, in 2017. The Company's expectations are subject to change, however, based on the parties' ongoing discussions, changing business conditions and other future events and uncertainties.

In addition to the negotiation and execution of the definitive agreement, the February 2017 LOI sets forth certain customary conditions to the closing of the Cleveland Transaction, as well as a number of other conditions that the Company and The Coca-Cola Company currently intend to be satisfied prior to such closing and/or to be addressed in the definitive agreement, including CCR's acquisition, at or immediately prior to the closing of the Cleveland Transaction, of the distribution business in the Cleveland Territory currently operated by another unaffiliated Coca-Cola bottler.

The foregoing description of the February 2017 LOI is qualified in its entirety by reference to the full text of such agreement and all exhibits thereto, which are filed as Exhibit 99.2 to this Current Report on Form 8-K and incorporated herein by reference.

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 34.8% of the outstanding common stock of the Company, which represents approximately 4.9% 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. 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 2016 Annual Meeting of Stockholders filed with the SEC on March 30, 2016.

Forward-Looking Statements. This Current Report on Form 8-K contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements typically are identified by use of terms such as "may," "project," "should," "plan," "expect," "anticipate," "believe," "estimate" and similar words. Except as required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. The Company's actual results could differ materially from those contained in forward-looking statements due to a number of factors, including the statements under "Risk Factors" found in the Company's Annual Reports on Form 10-K's and its Quarterly Reports on Form 10-Q's on file with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description	Incorporated By Reference To
99.1	News Release, dated February 7, 2017.	Filed herewith.
99.2	Letter of Intent, dated February 6, 2017, by and between the Company and The Coca-Cola Company.	Filed herewith.

SIGNATURE

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

COCA-COLA BOTTLING CO. CONSOLIDATED

Date: February 7, 2017

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

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

EXHIBITS

CURRENT REPORT
ON
FORM 8-K

Date of Event Reported:
February 6, 2017

Commission File No:
0-9286

COCA-COLA BOTTLING CO. CONSOLIDATED

EXHIBIT INDEX

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Exhibit 99.1

Media Contact: **Kimberly Kuo**
Senior Vice President, Public Affairs, Communications and Communities
704-557-4584

Investor Contact: **Clifford M. Deal, III**
Senior Vice President & CFO
704-557-4633

Coca-Cola Bottling Co. Consolidated Signs Letter of Intent to Expand Distribution Territory to Cleveland, Ohio

CHARLOTTE, February 7, 2017 — Coca-Cola Bottling Co. Consolidated (NASDAQ: COKE) (the "Company") today announced that it has signed a non-binding letter of intent with The Coca-Cola Company (the "February 2017 Letter of Intent") to expand the Company's distribution territory in northern Ohio. The transaction proposed in the February 2017 Letter of Intent would provide exclusive distribution rights for the Company in territories located in and around Cleveland, Ohio currently served by another Coca-Cola bottler. Coca-Cola Refreshments USA, Inc. ("CCR"), a wholly-owned subsidiary of The Coca-Cola Company, is to acquire the distribution business in these territories from that bottler immediately prior to selling it to the Company.

Since May 2014, the Company has expanded its distribution territory in parts of Delaware, Kentucky, Illinois, Indiana, Maryland, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia and purchased manufacturing facilities in Maryland, Ohio and Virginia.

Under the February 2017 Letter of Intent, the Company and The Coca-Cola Company also have agreed that distribution territory in northern West Virginia associated with CCR's Wheeling and Fairmont, West Virginia sales centers will no longer be part of the distribution territory expansion transaction contemplated by the previously announced non-binding letter of intent between the Company and The Coca-Cola Company dated February 8, 2016 (the "February 2016 Letter of Intent") and will be transferred by The Coca-Cola Company to another Coca-Cola bottler. The Company is continuing to work towards definitive agreements with The Coca-Cola Company for the remaining transactions described in the February 2016 Letter of Intent, including (i) the expansion of distribution territories in parts of northern Ohio and (ii) the purchase of a manufacturing facility in Twinsburg, Ohio.

The Company is also continuing to work towards completion of the transactions contemplated by other previously announced definitive agreements and non-binding letters of intent with The Coca-Cola Company and CCR, including:

- closing the remaining transactions contemplated by definitive agreements executed with CCR in September 2016 to acquire distribution territory in parts of Indiana, Illinois and Ohio and to acquire two manufacturing facilities in Indiana; and
- reaching a definitive agreement with CCR for the transactions described in the letter of intent dated June 14, 2016 for the exchange of distribution territory in the southern parts of Alabama, Georgia and Mississippi and a manufacturing facility in Mobile, Alabama for distribution territory in parts of Arkansas, southwestern Tennessee and northwestern Mississippi and manufacturing facilities in Memphis, Tennessee and West Memphis, Arkansas.

The Company is also continuing to work towards a definitive agreement with Coca-Cola Bottling Company United, Inc. ("United") for the exchange of distribution territory in south-central Tennessee, northwest Alabama, and northwest Florida for distribution territory in and around Spartanburg and Bluffton, South Carolina, as proposed in the previously announced letter of intent dated June 14, 2016 between the Company and United.

The transaction proposed in the February 2017 Letter of Intent is subject to the parties reaching a definitive agreement, with a transaction closing expected to occur by the end of 2017. There is no assurance, however, that a definitive agreement will be reached or that the closing of the transaction contemplated by the February 2017 Letter of Intent will occur. The Company will file a Current Report on Form 8-K with the Securities and Exchange Commission with additional information regarding the proposed territory expansion transaction and certain other matters addressed in the February 2017 Letter of Intent 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 transaction, 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 all exhibits thereto.

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 over 110 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 16 states to over 43 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. These statements include, among others, statements regarding the time frame for completing the proposed territory expansions and manufacturing facility acquisitions. 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 3, 2016 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—

Exhibit 99.2

The Coca-Cola Company
COCA-COLA PLAZA
ATLANTA, GEORGIA

J. ALEXANDER M. DOUGLAS, JR.
PRESIDENT, COCA-COLA NORTH AMERICA

P. O. BOX 1734
ATLANTA, GA 30301

404 676-4421
FAX 404-598-4421

February 6, 2017

J. Frank Harrison III
Chairman and Chief Executive Officer
Coca-Cola Bottling Co. Consolidated
4100 Coca-Cola Plaza
Charlotte, NC 28211

Dear Frank,

This letter ("Letter of Intent") sets forth the general terms and conditions pursuant to which Coca-Cola Refreshments USA, Inc. ("CCR"), a wholly owned subsidiary of The Coca-Cola Company ("TCCC"), or one of its affiliates, will grant certain exclusive territory rights and sell certain distribution assets to Coca-Cola Bottling Co. Consolidated ("Bottler"), as further described below:

1. Grant of Exclusive Territory Rights for TCCC Beverages & Comprehensive Beverage Agreement. As part of the transaction described herein (the "Transaction"), CCR will grant Bottler certain exclusive rights for the distribution, promotion, marketing and sale in the geographic area described in Exhibit A (the "Sub-Bottling Territory") of TCCC-owned and -licensed beverage products. Such rights will be granted via a Comprehensive Beverage Agreement among TCCC, CCR and Bottler in substantially in the form attached as Exhibit 1.1 to the Territory Conversion Agreement, dated September 23, 2015, as amended, among TCCC, CCR and Bottler, or as an amendment to Bottler's then-existing Comprehensive Beverage Agreement (in either case, the "CBA").

2. Sale of Exclusive Territory Rights for Certain Cross-Licensed Brands. CCR will also sell, transfer and assign to Bottler certain exclusive territory rights for the distribution, promotion, marketing and sale in the Sub-Bottling Territory of the cross-licensed brands (if any) then distributed in the Sub-Bottling Territory and acquired by CCR at the time of its acquisition of the Sub-Bottling Territory (the "Cross-Licensed Brands"). Such sale, transfer and assignment will be via such agreements as are mutually agreed by the parties, including the Definitive Agreement (as defined below), and will be subject to the consent of third party brand owners.

3. Sale of Distribution Assets and Working Capital. In connection with the grant of the exclusive territory rights referred to in the two preceding sections, CCR will sell, transfer and assign to Bottler certain distribution assets and the working capital associated therewith, all as may be necessary to distribute, promote, market and sell the Covered Beverages (as defined in the CBA), Related Products (as defined in the CBA) and Cross-Licensed Brands in the Sub-Bottling Territory and as will be more particularly described in the Definitive Agreement.

4 . Participation in System Governance Activities. Bottler and CCR/TCCC agree to implement in the Sub-Bottling Territory binding System governance consistent with the Coca-Cola System Governance Letter Agreement described in the CBA and their ongoing implementation of such governance in Bottler's existing distribution territories for Coca-Cola products.

5. Economic Participation. As part of the Transaction, Bottler, CCR and TCCC intend to implement arrangements under which Bottler will be provided opportunities to participate economically in (a) the U.S. existing non-DSD businesses, and (b) future non-DSD products and/or business models. The parties currently anticipate that their implementation of such arrangements will be consistent with their ongoing discussions of the topic with such improvements as the parties may mutually agree.

6 . Definitive Agreement. The transactions described in this Letter of Intent will be subject to the terms of one or more definitive agreements (all such agreements being collectively referred to herein as the "Definitive Agreement") in substantially the same form as similar agreements entered into by the parties in past transactions.

7. Economic Consideration for the Transaction. In exchange for the grant of exclusive territory rights in the Sub-Bottling Territory for the Covered Beverages and Related Products, the sale of distribution rights in the Sub-Bottling Territory for the Cross Licensed Brands, and the sale of the distribution assets and working capital as described above, Bottler will pay to CCR: (a) a cash amount that reflects (i) the agreed value of the exclusive territory rights in the Sub-Bottling Territory for the Cross-Licensed Brands (including the distribution assets and working capital applicable thereto), and (ii) the net book value of the other distribution assets and working capital used in the Sub-Bottling Territory, which amount will be payable to CCR at the Closing; and (b) sub-bottling payments for the grant of exclusive rights for the distribution, promotion, marketing and sale of Covered Beverages and Related Products in the Sub-Bottling Territory, which payments will be made to CCR on a regular basis after the Closing. The calculation of such amounts to be paid, and any adjustments to those amounts, will be determined in the same manner as in the most recently executed definitive agreements between the parties for similar transactions.

8 . Conditions to Closing. CCR and Bottler each intend to include closing conditions in the Definitive Agreement that include, without limitation, CCR's acquisition of the distribution business in the Sub-Bottling Territory currently operated by another bottler at or immediately prior to the Closing, the parties' completion of customary transition activities, the expiration or termination of the applicable waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, execution of the CBA, the grant of applicable third party consents, and the completion of such other legal agreements as are necessary for the consummation of the Transaction. In addition and consistent with past practice in similar transactions, the Definitive Agreement will contain mutually agreeable covenants regarding the satisfactory conduct of due diligence activities prior to the Closing.

9. Anticipated Schedule. The parties anticipate that, shortly after their execution of this Letter of Intent, there may be a joint public announcement by the parties of the Transaction and, subject to applicable regulatory requirements, detailed due diligence and joint integration planning and change management activities will then begin. The parties further anticipate that the Definitive Agreements and other formal legal agreements will be executed during 2017 and that the Closing pursuant to the Definitive Agreement will be completed later in 2017. Notwithstanding the foregoing, the parties acknowledge and agree that the before mentioned dates are estimates only, and are subject to change based on the parties' discussions, changing business conditions, and other matters.

10. Board Approvals. This Letter of Intent is subject to the approval processes of the respective parties, including approval of each of their Boards of Directors.

11. Transition Planning Period and Activities. The parties anticipate that, in order to ensure a smooth transition of the distribution business in the Sub-Bottling Territory to Bottler and subject to applicable regulatory requirements, beginning on the date of execution of this Letter of Intent and continuing until the earlier of the termination of this Letter of Intent, execution of the Definitive Agreement, or the Closing (as applicable), they will engage in a number of joint integration planning and change management activities.

12. Due Diligence; Pre-Closing Activities. The parties anticipate that prior to execution of the Definitive Agreement and continuing until the Closing, Bottler will perform such due diligence on the distribution business as is customary for a transaction of this nature and complexity including, without limitation, in the areas of finance, operations, environmental, legal, tax, and employment. CCR will work with Bottler and the bottler currently operating the distribution business in the Sub-Bottling Territory in good faith to assist Bottler in obtaining reasonable and customary access to such distribution business for purposes of completing such due diligence.

13. Expenses. Except as otherwise expressly agreed by the parties, each party will bear its own fees and expenses incurred in connection with the Transaction, including with respect to any due diligence, negotiation, preparation of documentation, the Closing and legal, accounting, consulting, travel and other similar fees or expenses, whether or not Definitive Agreement is reached.

14. Termination. This Letter of Intent may be terminated: (a) by mutual written consent of CCR and Bottler; or (b) upon written notice by CCR or Bottler to the other party if the Definitive Agreements have not been executed on or prior to December 31, 2017.

15. Non-Binding. This Letter of Intent expresses the present intent of the parties to enter into each Definitive Agreement and supporting operating agreements based on the principal terms and conditions set forth herein. Notwithstanding anything to the contrary contained herein, this Letter of Intent shall not be binding on the parties hereto except as to the captioned sections "Expenses", "Termination", "Non-Binding", "Assignment", "Amendment; Modification; Waiver", "Counterparts", "Confidentiality" and "Governing Law", which shall be binding and expressly survive any termination hereof.

16. Assignment. This Letter of Intent and the rights and obligations set forth herein shall not be assignable by any party hereto without the prior written consent of the other party hereto. Subject to the preceding sentence, the binding provisions of this Letter of Intent (as noted in the "Non-Binding" section above) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Amendment; Modification; Waiver. This Letter of Intent may not be amended or terminated or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

18. Counterparts. This Letter of Intent may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement, and delivery of an executed signature page by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart.

19. Confidentiality. This Letter of Intent is strictly confidential and is covered by the parties' Confidentiality Agreement – Bottler Discussions relating to System Operational Design Project. Neither this Letter of Intent nor any of its contents may be disclosed by TCCC, CCR or Bottler or any of their respective directors, officers, employees, agents, advisors or representatives, except as permitted in such agreement, and each of the parties will cause such persons not to make any such disclosure.

20. Governing Law. This Letter of Intent will be governed by the laws of the State of Georgia.

21. Amendment of February 2016 LOI. TCCC, CCR and Bottler hereby amend that certain Letter of Intent, dated as of February 8, 2016 (the "February 2016 LOI"), between TCCC, CCR and Bottler, to remove that portion of the "Sub-Bottling Territory" (as defined in the February 2016 LOI) located in northern West Virginia associated with CCR's Wheeling and Fairmont sales centers, and CCR and Bottler agree that CCR will sell the distribution rights and assets associated with such territory to another U.S. Coca-Cola bottler that is unaffiliated with either of the parties hereto.

Frank, we appreciate your team's efforts and dedication in our System of the Future work to date. We look forward to continuing to work closely with your team to finalize the Definitive Agreements, close this transaction and move forward with our joint work.

Please acknowledge your acceptance of the terms and conditions of this Letter of Intent by signing where indicated below and returning it to us.

[Remainder of page intentionally left blank; signature page follows]

Very truly yours,

/s/ J. Alexander M. Douglas, Jr.

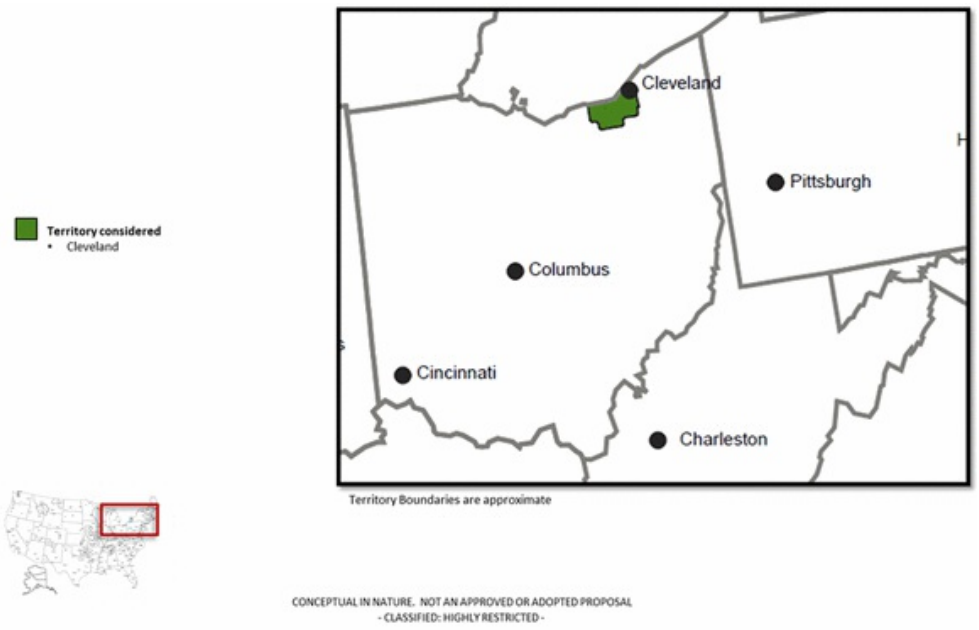
Agreed to and Accepted
as of the date first written above:

COCA-COLA BOTTLING CO. CONSOLIDATED

By: /s/ J. Frank Harrison III
Name: J. Frank Harrison III
Title: Chairman and Chief Executive Officer

Exhibit A

Sub-Bottling Territory



Classified - Confidential