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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 14)***

COCA-COLA CONSOLIDATED, INC.
(Name of Issuer)

Common Stock, par value \$1.00 per share
(Title of Class of Securities)

191098102
(CUSIP Number)

J. Frank Harrison, III
c/o Coca-Cola Consolidated, Inc.
4100 Coca-Cola Plaza
Charlotte, North Carolina 28211
(704) 557-4400

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

Copy to:
E. Beauregarde Fisher III, Esq.
c/o Coca-Cola Consolidated, Inc.
4100 Coca-Cola Plaza
Charlotte, North Carolina 28211
(704) 557-4400

March 17, 2022
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Person	
	J. Frank Harrison, III	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions)	
	OO	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization	
	United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
		1,004,394
	8	Shared Voting Power
		0
	9	Sole Dispositive Power
		1,004,394
	10	Shared Dispositive Power
		0
11	Aggregate Amount Beneficially Owned by Each Reporting Person	
	1,004,394	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)	
	10.7% (1)	
14	Type of Reporting Person (See Instructions)	
	IN	

- (1) The Common Stock of Coca-Cola Consolidated, Inc. is entitled to one vote per share and the Class B Common Stock of Coca-Cola Consolidated, Inc. is entitled to 20 votes per share. The shares reported in row (11) represent 70.6% of the total voting power of the outstanding shares of Common Stock and Class B Common Stock.

1	Name of Reporting Person	
	JFH III Harrison Family LLC	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions)	
	OO	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization	
	Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
		0
	8	Shared Voting Power
		535,178
	9	Sole Dispositive Power
		0
	10	Shared Dispositive Power
		535,178
11	Aggregate Amount Beneficially Owned by Each Reporting Person	
	535,178	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)	
	5.7% (2)	
14	Type of Reporting Person (See Instructions)	
	OO, HC	

- (2) The Common Stock of Coca-Cola Consolidated, Inc. is entitled to one vote per share and the Class B Common Stock of Coca-Cola Consolidated, Inc. is entitled to 20 votes per share. The shares reported in row (11) represent 37.6% of the total voting power of the outstanding shares of Common Stock and Class B Common Stock.

1	Name of Reporting Person JFH Family Limited Partnership—FH1	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 535,178
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 535,178
11	Aggregate Amount Beneficially Owned by Each Reporting Person 535,178	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 5.7% (3)	
14	Type of Reporting Person (See Instructions) PN	

- (3) The Common Stock of Coca-Cola Consolidated, Inc. is entitled to one vote per share and the Class B Common Stock of Coca-Cola Consolidated, Inc. is entitled to 20 votes per share. The shares reported in row (11) represent 37.6% of the total voting power of the outstanding shares of Common Stock and Class B Common Stock.

1	Name of Reporting Person	
	JFH3 Holdings LLC	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions)	
	OO	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization	
	North Carolina	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
		0
	8	Shared Voting Power
		390,620
	9	Sole Dispositive Power
		0
	10	Shared Dispositive Power
		390,620
11	Aggregate Amount Beneficially Owned by Each Reporting Person	
	390,620	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)	
	4.2% (4)	
14	Type of Reporting Person (See Instructions)	
	OO	

- (4) The Common Stock of Coca-Cola Consolidated, Inc. is entitled to one vote per share and the Class B Common Stock of Coca-Cola Consolidated, Inc. is entitled to 20 votes per share. The shares reported in row (11) represent 27.4% of the total voting power of the outstanding shares of Common Stock and Class B Common Stock.

EXPLANATORY NOTE: This Amendment No. 14 amends and supplements the Schedule 13D originally filed jointly by J. Frank Harrison, III, J. Frank Harrison, Jr. and Reid M. Henson with the United States Securities and Exchange Commission on February 6, 1989, as amended by Amendment Nos. 1 through 13 thereto (as amended, this "Schedule 13D"). This Amendment No. 14 is being filed to reflect the conversion on March 17, 2022 of an aggregate of 1,227,546 shares of Class B Common Stock, par value \$1.00 per share ("Class B Common Stock"), of Coca-Cola Consolidated, Inc., a Delaware corporation ("Consolidated"), on a one share for one share basis into shares of Common Stock, par value \$1.00 per share ("Common Stock"), of Consolidated, and, concurrently with such conversion, the modification of certain trusts established for the benefit of certain relatives of the late J. Frank Harrison, Jr. and the separation of the J. Frank Harrison Family, LLC into three separate limited liability companies. As a result of such conversion, modification and separation, J. Frank Harrison, III has no voting or dispositive authority with respect to the shares that were converted, except that the holders of such shares granted Mr. Harrison, III an irrevocable proxy to represent and to vote such shares on all matters on which Consolidated's stockholders are entitled to vote at Consolidated's 2022 Annual Meeting of Stockholders to be held on Tuesday, May 10, 2022 and any adjournment or postponement thereof.

Item 1. Security and Issuer.

This Schedule 13D relates to the Common Stock of Consolidated. Consolidated's principal executive offices are located at 4100 Coca-Cola Plaza, Charlotte, North Carolina 28211.

Item 2. Identity and Background.

Item 2 of the Schedule 13D is amended and restated in its entirety as follows:

This Schedule 13D is being filed on behalf of: J. Frank Harrison, III; the JFH III Harrison Family LLC; the JFH Family Limited Partnership—FH1; and the JFH3 Holdings LLC (collectively, the "Reporting Persons").

The JFH III Harrison Family LLC is the general partner of the JFH Family Limited Partnership—FH1. J. Frank Harrison, III is (i) the "Consolidated Stock Manager" and the "Chief Manager" under the operating agreement for the JFH III Harrison Family LLC and (ii) the sole "Manager" under the operating agreement for the JFH3 Holdings LLC.

A. J. Frank Harrison, III

- (a) J. Frank Harrison, III
- (b) Mr. Harrison, III's principal business address is 4100 Coca-Cola Plaza, Charlotte, North Carolina 28211.
- (c) Mr. Harrison, III's present principal occupation is Chairman of the Board of Directors and Chief Executive Officer of Consolidated, 4100 Coca-Cola Plaza, Charlotte, North Carolina 28211. Consolidated distributes, markets and manufactures nonalcoholic beverages in territories spanning 14 states and the District of Columbia.
- (d) During the last five years, Mr. Harrison, III has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, Mr. Harrison, III has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction that resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Harrison, III is a citizen of the United States.

B. JFH III Harrison Family LLC

The JFH III Harrison Family LLC (the "Harrison Family LLC") is a Delaware limited liability company that serves as the general partner of the JFH Family Limited Partnership—FH1. The address of the Harrison Family LLC's principal office is c/o Coca-Cola Consolidated, Inc., 4100 Coca-Cola Plaza, Charlotte, North Carolina 28211. During the last five years, the Harrison Family LLC has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, the Harrison Family LLC has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction that resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

C. JFH Family Limited Partnership—FH1

The JFH Family Limited Partnership—FH1 (the "FH1 Partnership") is a Delaware limited partnership. The general partner of the FH1 Partnership is the Harrison Family LLC. The address of the FH1 Partnership's principal office is c/o Coca-Cola Consolidated, Inc., 4100 Coca-Cola Plaza, Charlotte, North Carolina 28211. During the last five years, the FH1 Partnership has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, the FH1 Partnership has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction that resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

D. JFH3 Holdings LLC

The JFH3 Holdings LLC (the "Holdings LLC") is a North Carolina limited liability company engaged in the management of investment assets. The address of the Holdings LLC's principal office is c/o Coca-Cola Consolidated, Inc., 4100 Coca-Cola Plaza, Charlotte, North Carolina 28211. During the last five years, the Holdings LLC has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, the Holdings LLC has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction that resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Not applicable.

Item 4. Purpose of Transaction.

The Reporting Persons have acquired their shares of Common Stock for investment purposes and, in the case of J. Frank Harrison, III, in connection with compensation arrangements.

The Reporting Persons may acquire or dispose of shares of Common Stock in the future depending upon market conditions, personal objectives and other facts and conditions.

Except as otherwise described herein, the Reporting Persons do not presently have any plans or proposals which relate to or would result in:

- the acquisition by any person of additional securities of Consolidated, or the disposition of securities of Consolidated;
- an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Consolidated or any of its subsidiaries;
- a sale or transfer of a material amount of assets of Consolidated or any of its subsidiaries;
- any change in the present Board of Directors or management of Consolidated, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board;
- any material change in the present capitalization or dividend policy of Consolidated;
- any other material change in Consolidated's business or corporate structure;
- changes in Consolidated's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of Consolidated by any person;
- causing a class of securities of Consolidated to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- a class of equity securities of Consolidated becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is amended and restated in its entirety as follows:

(a) & (b) Amount and Nature of Beneficial Ownership Reported.

The Reporting Persons collectively have beneficial ownership of an aggregate of 1,004,394 shares, or 10.7%, of Consolidated Common Stock, assuming all Class B Common Stock (which is convertible into Common Stock on a share-for-share basis) beneficially owned by the Reporting Persons was converted to Common Stock. The Common Stock has one vote per share on all matters submitted for a vote of Consolidated's stockholders and the Class B Common Stock has 20 votes per share on such matters. Accordingly, the beneficial ownership reported herein for the Reporting Persons represents in the aggregate approximately 70.6% of the total voting power of the outstanding shares of Consolidated Common Stock and Class B Common Stock. Percentage amounts are calculated based upon 8,368,993 shares of Common Stock and 1,004,696 shares of Class B Common Stock outstanding on March 17, 2022. The shares of Common Stock beneficially owned by the Reporting Persons are held as follows:

- (i) 535,178 shares of Class B Common Stock are held by the FH1 Partnership, as to which J. Frank Harrison, III possesses sole voting and dispositive power pursuant to the terms of the operating agreement for the Harrison Family LLC (which is the general partner of the FH1 Partnership);

- (ii) 78,596 shares of Class B Common Stock are held by a trust established for the benefit of certain relatives of the late J. Frank Harrison, Jr., as to which Mr. Harrison, III possesses sole voting and dispositive power; and
- (iii) 390,620 shares of Class B Common Stock are held by the Holdings LLC, as to which Mr. Harrison, III possesses sole voting and dispositive power pursuant to the terms of the operating agreement for the Holdings LLC.

(c) Recent Transactions.

None.

(d) Certain Rights to Receive Dividends or Direct Sale Proceeds.

A trust established for the benefit of certain relatives of the late J. Frank Harrison, Jr. has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the 78,596 shares of Class B Common Stock described in clause (ii) of Item 5(a) & (b) above.

(e) Ownership of Five Percent or Less of Class.

Not Applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Amended and Restated Stock Rights and Restrictions Agreement

On February 19, 2009, Consolidated entered into an amended and restated stock rights and restrictions agreement (the "Amended and Restated Stock Rights and Restrictions Agreement") with The Coca-Cola Company, Carolina Coca-Cola Bottling Investments, Inc. and J. Frank Harrison, III. In connection with entering into the Amended and Restated Stock Rights and Restrictions Agreement, The Coca-Cola Company converted all of its 497,670 shares of Consolidated Class B Common Stock into an equivalent number of shares of Consolidated Common Stock. The material terms of the Amended and Restated Stock Rights and Restrictions Agreement include the following:

- so long as no person or group controls more of Consolidated's voting power than is collectively controlled by J. Frank Harrison, III, the trustees under the will of the late J. Frank Harrison, Jr. and any trust that holds shares of Consolidated stock for the benefit of the descendants of the late J. Frank Harrison, Jr. (collectively, the "Harrison Family"), The Coca-Cola Company may not purchase or acquire additional shares of Consolidated stock without Consolidated's consent;
- so long as no person or group controls more of Consolidated's voting power than is collectively controlled by the Harrison Family, Consolidated has a right of first refusal with respect to any proposed disposition by The Coca-Cola Company of shares of Consolidated stock other than transfers to a wholly owned subsidiary of The Coca-Cola Company;

- The Coca-Cola Company has certain registration rights with respect to shares of Consolidated stock owned by it; and
- as long as The Coca-Cola Company holds the number of shares of Consolidated stock that it currently owns, it has the right to have its designee proposed by Consolidated for nomination to its Board of Directors, and Mr. Harrison, III and the trustees of certain trusts established for the benefit of members of the Harrison Family have agreed to vote the shares of Consolidated stock that they control in favor of such designee.

The Amended and Restated Stock Rights and Restrictions Agreement also provides The Coca-Cola Company the option to exchange its 497,670 shares of Consolidated Common Stock for an equivalent number of shares of Consolidated Class B Common Stock in the event any person or group acquires control of more of Consolidated's voting power than is collectively controlled by the Harrison Family.

Termination of Irrevocable Proxy and Voting Agreement

On February 19, 2009, in connection with entering into the Amended and Restated Stock Rights and Restrictions Agreement, The Coca-Cola Company, J. Frank Harrison, III and the other parties thereto entered into a termination of irrevocable proxy and voting agreement, pursuant to which the parties terminated the irrevocable proxy granted to Mr. Harrison, III by The Coca-Cola Company and the voting agreement, dated January 27, 1989, between The Coca-Cola Company, J. Frank Harrison, Jr., J. Frank Harrison, III and Reid M. Henson, as co-trustee of the three trusts established for the benefit of certain members of the Harrison Family.

Other Arrangements with Respect to the Voting and Dispositive Power or the Sale or Acquisition of Consolidated Stock

As the general partner of the FH1 Partnership, the Harrison Family LLC holds voting and dispositive power with respect to all of the shares of Consolidated stock held by the FH1 Partnership. Pursuant to the terms of the operating agreement for the Harrison Family LLC, J. Frank Harrison, III, as the Consolidated Stock Manager, has sole voting and dispositive power over all of the shares of Consolidated stock with respect to which the Harrison Family LLC exercises voting or dispositive power (either directly or in its capacity as the general partner of the FH1 Partnership).

The terms of the trust described in clause (ii) of Item 5(a) & (b) above provide that any shares of Consolidated stock held by the trust will be voted by Mr. Harrison, III, that no shares of Consolidated stock held by the trust may be sold without the written consent of Mr. Harrison, III and that any shares of Consolidated stock held by the trust will be sold upon the instructions of Mr. Harrison, III.

The trust described in clause (ii) of Item 5(a) & (b) above has the right to acquire 292,386 shares of Class B Common Stock from Consolidated in exchange for an equivalent number of shares of Common Stock. In the event of such an exchange, Mr. Harrison, III would have sole voting and dispositive power over the shares of Class B Common Stock acquired. The trust does not own any shares of Common Stock with which to make the exchange, and any purchase of Common Stock would require approval by the trustees of the trust.

Simplification Plan and Agreement

On March 17, 2022, J. Frank Harrison, III, individually and as trustee of two trusts established for the benefit of certain relatives of the late J. Frank Harrison, Jr., the other trustees of such trusts and the beneficiaries of such trusts entered into a simplification plan and agreement, pursuant to which (i) the parties agreed to modify the governing documents of each of the trusts and to separate the J. Frank Harrison Family, LLC into three separate

limited liabilities companies and (ii) Sue Anne H. Wells agreed to resign as a director of Consolidated. As a result of such modification and separation, Mr. Harrison, III has no voting or dispositive authority with respect to any shares of Consolidated stock owned, directly or indirectly, by such trusts, except for the voting authority granted by the proxy described below in the description of the Stockholder Conversion Agreement (as defined below).

Stockholder Conversion Agreement

On March 17, 2022, Consolidated entered into a stockholder conversion agreement (the “Stockholder Conversion Agreement”) with the JFH Family Limited Partnership—SW1, the Anne Lupton Carter Trust f/b/o Sue Anne H. Wells, the JFH Family Limited Partnership—DH1 and the Anne Lupton Carter Trust f/b/o Deborah S. Harrison (collectively, the “Converting Stockholders”), pursuant to which Consolidated and the Converting Stockholders agreed upon the process for converting an aggregate of 1,227,546 shares of Class B Common Stock owned by the Converting Stockholders on a one share for one share basis into shares of Common Stock, effective as of March 17, 2022 (the “Converted Shares”). In the Stockholder Conversion Agreement, (i) Consolidated agreed to cause the Converted Shares to be registered for resale pursuant to Consolidated’s existing automatic shelf registration statement, (ii) the Converting Stockholders agreed to certain restrictions on their resale of the Converted Shares, including a trade volume limitation that prohibits the sale of more than 175,000 of the Converted Shares in the aggregate during any three-consecutive month period, and (iii) the Converting Stockholders granted to J. Frank Harrison, III an irrevocable proxy to represent and to vote the Converted Shares on all matters on which Consolidated’s stockholders are entitled to vote at Consolidated’s 2022 Annual Meeting of Stockholders to be held on Tuesday, May 10, 2022 and any adjournment or postponement thereof.

Item 7. Material to Be Filed as Exhibits.

Exhibit No.	Description	Incorporated by Reference or Filed/Furnished Herewith
99.1	<u>Amended and Restated Stock Rights and Restrictions Agreement, dated February 19, 2009, by and among Consolidated, The Coca-Cola Company, Carolina Coca-Cola Bottling Investments, Inc. and J. Frank Harrison, III.</u>	Exhibit 10.1 to Consolidated’s Current Report on Form 8-K filed on February 19, 2009 (File No. 0-9286).
99.2	<u>Termination of Irrevocable Proxy and Voting Agreement, dated February 19, 2009, by and among The Coca-Cola Company, Carolina Coca-Cola Bottling Investments, Inc., J. Frank Harrison, III and Reid M. Henson, as trustee.</u>	Exhibit 10.2 to Consolidated’s Current Report on Form 8-K filed on February 19, 2009 (File No. 0-9286).
99.3	<u>Certificate Evidencing Right to Exchange Common Stock for Class B Common Stock of Consolidated.</u>	Exhibit 99.3 to Amendment No. 11 to Schedule 13D filed on March 19, 2010.

Exhibit No.	Description	Incorporated by Reference or Filed/Furnished Herewith
99.4	Simplification Plan and Agreement, dated as of March 17, 2022, by and among J. Frank Harrison, III, together with his children and his wife; Sue Anne Wells, together with her child; Deborah H. Everhart; Dorothy B. Jones; and John W. Murrey, III.	Filed herewith.
99.5	Stockholder Conversion Agreement, dated as of March 17, 2022, by and among Consolidated, the JFH Family Limited Partnership—SW1, the Anne Lupton Carter Trust f/b/o Sue Anne H. Wells, the JFH Family Limited Partnership—DH1 and the Anne Lupton Carter Trust f/b/o Deborah S. Harrison.	Exhibit 10.2 to Consolidated's Current Report on Form 8-K filed on March 23, 2022 (File No. 0-9286).
99.6	Joint Filing Agreement.	Filed herewith.

SIGNATURES

After reasonable inquiry and to the best of his or its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated as of March 23, 2022.

/s/ J. Frank Harrison, III

J. Frank Harrison, III

JFH III HARRISON FAMILY LLC

By: /s/ J. Frank Harrison, III

J. Frank Harrison, III, Chief Manager

JFH FAMILY LIMITED PARTNERSHIP—FH1

By: JFH III Harrison Family LLC, its General Partner

By: /s/ J. Frank Harrison, III

J. Frank Harrison, III, Chief Manager

JFH3 HOLDINGS LLC

By: /s/ J. Frank Harrison, III

J. Frank Harrison, III, Sole Manager

SIMPLIFICATION PLAN AND AGREEMENT

This Agreement is made and entered into this 17th day of March, 2022 (the Effective Date) by and among **J. Frank Harrison, III (Frank III)**, individually and as Trustee of the several trusts described hereinafter, and in his capacity as Chief Manager and Consolidated Stock Manager, as described in more detail herein, together with his children, individually and in their capacity as residuary beneficiaries of the several trusts described hereinafter, and his wife **Jan**, individually and in her capacity as trustee of the **'88 Trust** (as defined in **ANNEX A**); **Sue Anne Wells (SW)**, individually and as Trustee of the several trusts described hereinafter, together with her child, individually and in his capacity as residuary beneficiary of the several trusts described hereinafter; **Deborah H. Everhart (DH)**, individually and as Trustee of the several trusts described hereinafter; **Dorothy B. Jones (Jones)**, as Trustee of the several trusts described hereinafter; and **John W. Murrey, III (Murrey)**, as Trustee of the several trusts described hereinafter.

RECITALS:

WHEREAS, Frank III, SW, DH, Jones, and Murrey serve as Trustees of each of the **Exempt Trusts**, the **Non-Exempt Trusts**, and the **ALC Trust**, with the **ALC Trust** currently administered as three subtrusts (collectively, the **ALC Subtrusts**, and individually the **ALC Subtrust-FH** (the primary beneficiary being Frank III), the **ALC Subtrust-SW** (the primary beneficiary being SW), and the **ALC Subtrust-DH** (the primary beneficiary being DH) (such terms being defined in **ANNEX A**); and

WHEREAS, Frank III, SW, DH, Jones and Murrey serve as Trustees of each of the Exempt and Non-Exempt Trusts u/w J. Frank Harrison, Jr., which consist of six separate trusts: one Exempt Trust and one Non-Exempt Trust having as primary beneficiary Frank III; one Exempt Trust and one Non-Exempt Trust having as primary beneficiary SW; and one Exempt Trust and one Non-exempt Trust having as primary beneficiary DH; and

WHEREAS, the Non-Exempt Trusts and the '88 Trust are members of the **LLC** (as defined in **ANNEX A**) described hereinafter; and

WHEREAS, Frank III and Jan serve as Trustees of the '88 Trust, which trust owns a membership interest in the LLC, and certain Limited Partnership interests in the family limited partnerships designated: JFH FLP-FH1, JFH FLP-SW1, and JFH FLP- DH1; and

WHEREAS, Harrison Limited Partnership One (**HLP One**) holds as its only asset, that certain property commonly known as the Snyder Production Center (**SPC**), currently leased to Coca-Cola Consolidated, Inc. (**Consolidated**); and

WHEREAS, ALC Subtrust-FH; ALC Subtrust-SW; and ALC Subtrust-DH are the limited partners of HLP One; and

WHEREAS, JFH Management, Inc. described hereinafter (**JFH Management**), is the general partner of HLP One; and

WHEREAS, the shareholders of JFH Management are each of the Non-Exempt Trusts; and

WHEREAS, the J. Frank Harrison Family, LLC (**the LLC**) is a limited liability company, the three members of which are the non-exempt trusts (31.25934% each) and the '88 Trust (6.22197%); and

WHEREAS, Frank, III serves as the Chief Manager and Consolidated Stock Manager of said LLC; and the LLC owns an equal general partnership interest in each of JFH FLP-FH1; JFH FLP-SW1; and JFH FLP-DH1; and

WHEREAS, the several trusts, the family limited partnerships, the LLC, HLP One, and the related entities described above have together served complex family inheritance and estate planning purposes devised by and for J. Frank Harrison, Jr., his estate and his family; and

WHEREAS, the parties to this Agreement believe these family and estate planning purposes have been substantially served and fulfilled and that it is now desirable and in their best interest and the best interests of the heirs and beneficiaries of the estate of J. Frank Harrison, Jr. to reduce and eliminate the complexity and expense of the structure represented by the trusts, partnerships and related entities in the manner set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants, representations and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to take, authorize, approve and facilitate the following actions by and with respect to the several trusts and entities and to modify, amend or replace certain provisions of the governing instruments of such trusts and entities, as follows:

ARTICLE ONE: LIST OF RELEVANT TRUSTS AND ENTITIES; DEFINITION OF TERMS

Attached hereto as **ANNEX A** is a list of relevant trusts and entities referred to herein and modified by the terms of this Simplification Plan and Agreement.

ARTICLE TWO: SALE OF SNYDER PRODUCTION CENTER AND CONVERSION OF CLASS B COMMON STOCK

Section 1. Each of the limited partners of HLP One (ALC Subtrust-FH; ALC Subtrust-SW; and ALC Subtrust-DH) and its general partner, JFH Management, Inc., and each of the shareholders of JFH Management, Inc. (Non-Exempt Trust-FH; Non-Exempt Trust-SW; and Non-Exempt Trust-DH), hereby agree to cause HLP One to execute and deliver on the date hereof, that certain Purchase and Sale Agreement in form satisfactory to HLP One and the parties thereto (the **Purchase and Sale Agreement**) providing for the sale of the real property and improvements as defined in said Purchase and Sale Agreement, and commonly known as the Snyder Production Center (the **SPC**) to CCBCC Operations, LLC, for the consideration and on the terms and conditions set forth in the Purchase and Sale Agreement. The execution of the Purchase and Sale Agreement and the closing of the sale of the SPC shall occur as provided in **ARTICLE FIVE** of this Agreement.

Section 2. Subject to the provisions of **ARTICLE FIVE** and **ARTICLE EIGHT** of this Agreement, Frank, III, SW and DH hereby agree that each of the entities and trusts for the benefit of SW and DH holding Class B Common Stock of Consolidated shall convert such shares of Class B Common Stock to Common Stock and that such entities and trusts for the benefit of SW and DH shall be permitted to sell any portion or all of such shares of Common Stock held by them subject only to restrictions concerning the registration, timing and sale of such stock as set forth **ARTICLE EIGHT** of this Agreement and in the Stockholder Conversion Agreement in form mutually agreed by the parties thereto (the **Stockholder Conversion Agreement**). Subject to the provisions of **ARTICLE FIVE** and **ARTICLE EIGHT** of this Agreement, Frank, III agrees to take such further action as may be required, and to execute and deliver any other necessary or desirable instruments or documents requested by the applicable trusts and other entities on **ANNEX A** necessary to implement or evidence his approval on behalf of such trusts and other entities of such sale of stock, and to authorize such sale, but the parties acknowledge and agree that, subject to the provisions of **ARTICLE FIVE** of this Agreement, execution of this Agreement is in and of itself and shall be sufficient to constitute approval and authorization of such sale.

Section 3. Simultaneously with the execution of this Agreement, SW shall resign as Director of Consolidated.

Section 4. Upon closing of the sale of SPC in accordance with the Purchase and Sale Agreement, the parties agree to dissolve as expeditiously as practicable both JFH Management and HLP One and to distribute 30% of the cash realized from such sale to each of the ALC Subtrusts (ALC Subtrust-FH, ALC Subtrust-SW, and ALC Subtrust- DH) and the remaining 10% in equal shares to each of the Non-Exempt Trusts (Non-Exempt Trust-FH, Non-Exempt Trust-SW, and Non Exempt Trust-DH).

ARTICLE THREE: SEPARATION AND MODIFICATION OF TRUSTS

A. Modifications to Governing Documents of the ALC Trust/ALC Subtrusts. The parties hereto agree that the terms of the ALC Trust/the ALC Subtrusts are modified as follows and further agree to take such steps as may be necessary or advisable to further document such modifications:

Section A.1. separate the ALC Trust (currently administered as the three ALC Subtrusts) into three wholly separate trusts;

Section A.2. revise the current provision of each such trust that requires certain named trustees (currently 2 non-family and three siblings) for each sibling's trust to provide instead for a minimum of two trustees for each trust, one of which shall be the primary beneficiary and at least one of which shall be a person or corporate fiduciary independent with respect to the primary beneficiary as defined in Section 672 of the Code, and with the primary beneficiary having the right to remove or replace the independent trustee(s);

- Section A.3. revise the current provision of each such trust that gives Frank III the right to vote Consolidated stock and the stock of any other company held in the trust to instead provide that (i) the primary sibling beneficiary of such trust shall have the authority to vote any Consolidated stock and the stock of any other company held in the trust and (ii) the primary beneficiary shall have the authority to appoint successor holders, concurrently and/or successively, of such voting power;
- Section A.4. eliminate in their entirety in each such trust the provisions applying to related party transaction restrictions, which restrictions require a review by the trustees and any family member on the Consolidated Board of any transaction between Consolidated and any member of the J. Frank Harrison Jr. family;
- Section A.5. eliminate in their entirety in each such trust the provisions requiring that the applicable person having voting control over any Consolidated stock held by such trust vote such stock to elect either SW or DH to the Consolidated Board;
- Section A.6. eliminate in their entirety in each such trust the provisions requiring additional financial support for SW and DH if dividends on Consolidated fall below the amount paid in the year prior to the death of J. Frank Harrison, Jr.; and
- Section A.7. revise the current provisions of each such trust that require approval of Frank III for any sale of any Consolidated stock and the sale of stock of any other company held in the trust of which the trust owns at least 5% of the total stock ownership (and which provisions also require consultation by Frank III with SW, DH and the other trustees) to instead provide that (i) the primary sibling beneficiary of such trust shall have the power to determine when and whether to sell such stock held in the trust without any requirement of consultation with any other party, including any other Trustees, and (ii) the primary beneficiary shall have the authority to appoint successor holders, concurrently and/or successively, of such power.

B. Modifications to Governing Documents of each of the Exempt Trusts and Non-Exempt Trusts. The parties agree to modify each of the Exempt Trusts and Non-Exempt Trusts, as follows:

- Section B.1. revise the current provision of each such trust that requires certain named trustees (currently 2 non-family and three siblings) for each sibling's trust to provide instead for a minimum of two trustees for each trust, one of which shall be the primary beneficiary and at least one of which shall be a person or corporate fiduciary independent with respect to the primary beneficiary as defined in Section 672 of the Code, and with the primary beneficiary having the right to remove or replace the independent trustee(s);

- Section B.2. revise the current provision of each such trust that gives Frank III the right to vote Consolidated stock and the stock of any other company held in the trust to instead provide that (i) the primary sibling beneficiary of such trust shall have the authority to vote any Consolidated stock and the stock of any other company held in the trust and (ii) the primary beneficiary shall have the authority to appoint successor holders, concurrently and/or successively, of such voting power;
- Section B.3. eliminate in their entirety in each such trust the provisions applying to related party transaction restrictions, which restrictions require a review by the trustees and any family member on the Consolidated Board of any transaction between Consolidated and any member of the J. Frank Harrison Jr. family;
- Section B.4. eliminate in their entirety in each such trust the provisions requiring that the applicable person having voting control over any Consolidated stock held by such trust vote such stock to elect either SW or DH to the Consolidated Board;
- Section B.5. eliminate in their entirety in each such trust the provisions requiring additional financial support for SW and DH if dividends on Consolidated fall below the amount paid in the year prior to the death of J. Frank Harrison, Jr.;
- Section B.6. revise the current provisions of each such trust that require approval of Frank III for any sale of any Consolidated stock and the sale of stock of any other company held in the trust of which the trust owns at least 5% of the total stock ownership (and which provisions also require consultation by Frank III with SW, DH and the other trustees) to instead provide that (i) the primary sibling beneficiary of such trust shall have the authority to approve the sale of stock held in the trust without any requirement of consultation with any other party, including any other Trustees, and (ii) the primary beneficiary shall have the authority to appoint successor holders, concurrently and/or successively, of such approval power; and
- Section B.7. eliminate in their entirety in each such trust the provisions concerning conversion of shares of Consolidated Class B stock to Common stock and requiring rights of refusal be granted to the FLPs, then the ALC subtrusts, then the descendants of J. Frank Harrison, Jr.

C. Modifications to the '88 Trust. The parties agree to modify the terms of the '88 Trust to:

- Section C.1. separate the trust into three trusts, for tax, distribution, and administration purposes, one for the primary benefit of each sibling;
- Section C.2. revise the current provision of each such trust that requires certain named trustees (currently 2 non-family and three siblings) for each sibling's trust to provide instead for a minimum of two trustees for each trust, one of which shall be the primary beneficiary and at least one of which shall be a person or corporate fiduciary independent with respect to the primary beneficiary as defined in Section 672 of the Code, and with the primary beneficiary having the right to remove or replace the independent trustee(s);
- Section C.3. revise the current provision of each such trust that gives Frank III the right to vote Consolidated stock and the stock of any other company held in the trust to instead provide that (i) the primary sibling beneficiary of such trust shall have the authority to vote any Consolidated stock and the stock of any other company held in the trust and (ii) the primary beneficiary shall have the authority to appoint successor holders, concurrently and/or successively, of such voting power;
- Section C.4. revise the current provisions of each such trust that give Frank, III the right to purchase any stock or other asset held by the trust and giving Frank, III the right to purchase Consolidated Class B stock held by the trust at a discounted price under certain circumstances to provide instead that each primary beneficiary shall have the authority to purchase stock or other trust assets held by the trust; and
- Section C.5. revise the current provisions of each such trust that require approval of Frank III for any sale of any Consolidated stock and the sale of stock of any other company held in the trust of which the trust owns at least 5% of the total stock ownership (and which provisions also require consultation by Frank III with the other trustees) to instead provide that (i) the primary sibling beneficiary of such trust shall have the authority to approve the sale of stock held in the trust without any requirement of consultation with any other party, including any other Trustees, and (ii) the primary beneficiary shall have the authority to appoint successor holders, concurrently and/or successively, of such approval power.

ARTICLE FOUR: MODIFICATIONS TO THE J. FRANK HARRISON FAMILY, LLC

A. Modifications to the LLC. The parties agree to modify the LLC and the terms of its Operating Agreement as follows:

- Section A.1. separate the LLC into three separate LLCs, with each new LLC to be owned by the respective primary sibling beneficiary's Non-Exempt Trust and '88 Trust with such separate LLC serving as the General Partner of that sibling's JFH Family Limited Partnership;
- Section A.2. revise the current provision that appoints Frank, III as Chief Manager of the LLC to provide instead that each respective sibling shall serve as, or appoint another, Chief Manger for such sibling's LLC;
- Section A.3. revise the current provision that appoints Frank, III Consolidated Stock Manager to provide instead that each respective sibling shall serve as, or appoint another, Consolidated Stock Manager for such sibling's LLC;
- Section A.4. revise in their entirety the provisions creating a Selection Group for the LLC to provide instead that each sibling shall be given the authority to appoint successor Chief Managers and/ or Consolidated Stock Managers, concurrently and/or successively, of such sibling's LLC;
- Section A.5. eliminate in their entirety the related party transaction provisions of each LLC;
- Section A.6. eliminate in their entirety each board seat and board election provision from each LLC;
- Section A.7. eliminate in their entirety the dividend restriction and additional financial support provisions of the LLC; and
- Section A.8. eliminate in its entirety any provision restricting the sale of Consolidated shares and providing certain rights of first refusal with respect to Consolidated Class B shares to certain entities and descendants of J Frank Harrison, Jr.

ARTICLE FIVE: TIMING AND MANNER OF IMPLEMENTING THE ACTIONS REQUIRED BY ARTICLES TWO, THREE AND FOUR

Section 1. **Implementation of the Simplification Plan.** To implement the transactions set forth in **ARTICLE TWO** above, the Trust modifications set forth in **ARTICLE THREE** above, and the modifications to the LLC as outlined in **ARTICLE FOUR**, above, the parties hereto agree to the following timing and manner of implementation:

- a) A Petition or Petitions for Modification with respect to each of the ALC Subtrusts, the Exempt Trusts, the Non-Exempt Trusts and the '88 Trust containing and reflecting the modifications of the governing instruments of the said Trusts as necessary to fully and effectually implement the modifications set forth in **ARTICLE THREE** of this Agreement in form satisfactory to the parties hereto shall have been filed and approved by the Hamilton County Chancery Court prior to the date hereof; and

- b) Trust Modification Agreements with respect to the each of the ALC Subtrusts, the Exempt Trusts, the Non-Exempt Trusts and the '88 Trust containing and reflecting the modifications of the governing instruments of the said Trusts as necessary to fully and effectually implement the modifications set forth in **ARTICLE THREE** of this Agreement and approved by the Hamilton County Chancery Court shall be executed on the date hereof; and
- c) A Modification Agreement with respect to the LLC in form satisfactory to the parties thereto reflecting and implementing the modifications to the LLC as provided in accordance with the terms of this Agreement shall be executed on the date hereof; and
- d) The execution of the Purchase and Sale Agreement, the closing of the sale of the SPC, and the execution of the Stockholder Conversion Agreement shall all occur on the date hereof.

ARTICLE SIX: CONVERSION OF TRUSTS TO TOTAL RETURN TRUSTS

Section 1. **Agreement Respecting Conversion of Trusts to Total Return Trusts.** The parties hereto agree to permit the conversion of the ALC Subtrusts and the Non-Exempt and Exempt Trusts to Total Return Trusts as defined and provided for under Tennessee Law, and further agree to approve, and not to object to such conversion if the Trustees of such trusts elect to convert such trusts to Total Return Trusts. The parties agree to take such other and further action as may be necessary or desirable to accomplish the foregoing upon request of the Trustees of such trusts.

ARTICLE SEVEN: DELAYED ELIMINATION OF ALC INCOME PREFERENCE FOR SUE ANNE AND DEBORAH

Section 1. **Delayed Elimination of the ALC Income Preference for SW and DH.** The income preference for SW and DH imposed on the ALC Trust (and, accordingly as imposed on the ALC Subtrust-FH) (the **Income Preference**) shall provide that the ALC Subtrust-FH shall pay such part or all of the income of such separate trust, if any, but excluding any principal or capitals gains of such trust, to SW and DH that, when added to the income earned by the ALC Subtrust-SW and the ALC Subtrust-DH, guarantees a total distributable amount to SW and DH equal to \$3,000,000.00 (\$1,500,000.00 each) during any calendar year, provided that if such period is less than a full year the total distributable amount shall be prorated over such lesser time period. The Income Preference shall be eliminated effective as of 90 days from the date hereof.

ARTICLE EIGHT: AGREEMENT RESPECTING SALE OF CONSOLIDATED STOCK HELD BY THE TRUSTS AND ENTITIES

Section 1. The **Stockholder Conversion Agreement** by and among Consolidated and the several trusts and entities listed therein respecting the conversion of Class B Stock held by each such trust and each such entity to Common Stock and the registration for sale and the sale of such Common Stock shall be executed as provided in **ARTICLE FIVE** of this Agreement, and the parties hereto acknowledge and agree that the execution and delivery of this Agreement, together with execution and delivery of the Purchase and Sale Agreement, shall be deemed to meet the Estate Simplification Condition referred to in the Stockholder Conversion Agreement.

Section 2. The parties hereto agree that the entities and trusts for the benefit of SW and DH shall not be permitted to sell any portion or all of the Consolidated Common Stock held by such entities and trusts directly to a Coca-Cola bottler and/or its affiliates (other than to Consolidated and/or its affiliates); provided however, the foregoing shall not prohibit a sale of stock to a Coca-Cola bottler and/or its affiliates that occurs in connection with the execution of a sale on a public market exchange, such as NASDAQ, where neither the exchange nor the parties to sales on the exchange take into account the identity of the parties in the execution of sales.

Section 3. Any right to exchange up to 292,386 shares of Consolidated Common Stock for an equal number of shares of Class B Stock, and any interests or rights therein, held by the ALC Trust (and, accordingly as imposed on the ALC Subtrust-SW and the ALC Subtrust-DH) are hereby transferred to the ALC Subtrust-FH.

ARTICLE NINE: MISCELLANEOUS

Section 1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to conflicts of laws principles that would cause the application of the laws of any other jurisdiction. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only in such jurisdiction and only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 2. **Further Assurances.** Each party agrees that they will execute and deliver such other documents and take such other action, as may reasonably be requested by the other parties to consummate more effectively the purposes or subject matter of this Agreement.

Section 4. **Notices.** All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after

having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications will be sent to the respective parties at their addresses as set forth on Schedule [____] hereto, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section.

Section 5. **Complete Agreement; Counterparts.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all other agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof. Other than as expressly contained herein, the parties hereto have made no other representations and warranties to each other. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 6. **Amendment; Waiver.** This Agreement may be amended, modified or waived only upon the written approval of all the parties hereto. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No course of dealing between or among the parties hereto will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party or such holder under or by reason of this Agreement.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Day and year first above written.

/s/ J. Frank Harrison, III

J. FRANK HARRISON, III, INDIVIDUALLY AND IN HIS CAPACITY AS TRUSTEE OF THE ALC SUBTRUSTS, THE EXEMPT AND NON-EXEMPT TRUSTS AND THE '88 TRUST, AND AS CONSOLIDATED STOCK MANAGER AND CHIEF MANAGER OF THE LLC

/s/ Jan Harrison

JAN HARRISON, IN HER CAPACITY AS CO-TRUSTEE OF THE '88 TRUST

THEIR CHILDREN, INDIVIDUALLY AND IN THEIR CAPACITY AS CONTINGENT BENEFICIARIES OF THE ALC SUBTRUSTS, THE EXEMPT AND NON-EXEMPT TRUSTS AND THE '88 TRUST:

/s/ Morgan H. Everett

MORGAN H. EVERETT

/s/ Caroline H. Trammell

CAROLINE H. TRAMMELL

/s/ Carter H. Glenn

CARTER H. GLENN

/s/ Sue Anne Wells

SUE ANNE WELLS, INDIVIDUALLY AND IN HER CAPACITY AS TRUSTEE OF THE ALC SUBTRUSTS, AND THE EXEMPT AND NON-EXEMPT TRUSTS

HER CHILD, INDIVIDUALLY AND IN HIS CAPACITY
AS CONTINGENT BENEFICIARY OF THE ALC
SUBTRUSTS, THE EXEMPT AND NON-EXEMPT
TRUSTS, AND THE '88 TRUST

/s/ Thompson Wells

THOMPSON WELLS

/s/ Deborah Harrison Everhart

DEBORAH EVERHART, INDIVIDUALLY AND IN HER
CAPACITY AS TRUSTEE OF THE ALC SUBTRUSTS,
AND THE EXEMPT AND NON-EXEMPT TRUSTS

/s/ Dorothy B. Jones

DOROTHY B. JONES, IN HER CAPACITY AS TRUSTEE
OF THE ALC SUBTRUSTS, AND THE EXEMPT AND
NON-EXEMPT TRUSTS

/s/ John W. Murrey, III

JOHN W. MURREY, III, IN HIS CAPACITY AS
TRUSTEE OF THE ALC SUBTRUSTS, AND THE
EXEMPT AND NON-EXEMPT TRUSTS

**LIST OF RELEVANT TRUSTS AND ENTITIES;
DEFINITION OF CERTAIN TERMS**

I. ALC TRUST- Revocable Trust Agreement of Anne Lupton Carter- as amended, dtd/ 1967)

Pursuant to exercise of Power of Appointment by J. Frank Harrison, Jr., in his Last Will and Testament, ALC Trust for benefit of his descendants administered as three subtrusts for primary benefit of his three children, J. Frank Harrison, III (Frank, III); Sue Anne Wells (SW); and Deborah Everhart (DH), as follows:

- ALC TRUST-FH (ALC Subtrust-FH)
 - Primary income beneficiary/ Primary Sibling Beneficiary- Frank, III
- ALC TRUST-SW (ALC Subtrust-SW)
 - Primary income beneficiary/ Primary Sibling beneficiary- SW
- ALC TRUST-DH (ALC Subtrust-DH)
 - Primary income beneficiary/Primary Sibling Beneficiary-DH

Trustees of each ALC Subtrust are: Frank, III; SW; DH; Jones; Murrey; each ALC Subtrust is the direct owner of:

78,595 Consolidated Class B Shares held by each of ALC Subtrust-DH and ALC Subtrust-SW and 78,596 Consolidated Class B Shares held by ALC Subtrust-FH

II. RESIDUARY TRUSTS u/w J. Frank Harrison, Jr.

Pursuant to terms of J. Frank Harrison, Jr.'s Last Will and Testament, the residuary of his estate was apportioned into Exempt and Non-Exempt Trusts f/b/o each of Frank, III, SW and DH, as follows:

- EXEMPT TRUSTS
 - EXEMPT TRUST-FH
 - Primary Income Beneficiary/ Primary Sibling Beneficiary-Frank, III
 - EXEMPT TRUST-SW
 - Primary Income Beneficiary/ Primary Sibling Beneficiary-SW

- EXEMPT TRUST-DH
 - Primary Income Beneficiary/Primary Sibling Beneficiary-DH
- NON-EXEMPT TRUSTS
 - NON-EXEMPT TRUST-FH
 - Primary Income Beneficiary/Primary Sibling Beneficiary-Frank, III
 - NON-EXEMPT TRUST-SW
 - Primary Income Beneficiary/Primary Sibling Beneficiary-SW
 - NON-EXEMPT TRUST-DH
 - Primary Income Beneficiary/Primary Sibling Beneficiary-DH

Trustees of each of the Exempt and Non-Exempt Trusts are: Frank, III; SW; DH; Jones; and Murrey

III. THE HARRISON FAMILY TRUST DTD/1988 ('88 TRUST)

Irrevocable trust agreement of J. Frank Harrison, Jr. for the primary benefit of his children dated October, 1988

- Trustees- Frank, III and wife Jan
 - Owns 6.2216% membership interest in LLC
 - Owns 6.1000% interest in JFH FLP-FH1
 - Owns 6.1000% interest in JFH FLP-SW1
 - Owns 6.1000% interest in JFH FLP-DH1

IV. HARRISON LIMITED PARTNERSHIP ONE (HLP ONE)

- GP (10%)- JFH Management, Inc.
- LP (30%) ALC Subtrust-FH
- LP (30%) ALC Subtrust-SW
- LP (30%) ALC Subtrust-DH

Owns the Snyder Production Center (SPC)

V. J. FRANK HARRISON FAMILY, LLC (LLC)

Originally formed as a Tennessee Limited liability Company, merged into a Delaware Limited Liability Company, 1988

- Member (31.25934%) Non-Exempt Trust- FH
- Member (31.25935%) Non-Exempt Trust-SW
- Member (31.25934%) Non-Exempt Trust-DH
- Member (6.22197% '88 Trust)
 - Chief Manager- Frank, III
 - Consolidated Stock Manager- Frank, III

Owens a 2.001% GP interest in each of the family limited partnerships: JFH FLP-FH1; JFH FLP-SW1; and JFH FLP-DH1

VI. JFH FAMILY LIMITED PARTNERSHIPS

Three separate family limited partnerships originally organized as Tennessee Limited partnerships, merged into Delaware limited partnerships 1999, amended and restated 2001- for the primary benefit of each of Frank, III; SW; and DH

JFH FAMILY LIMITED PARTNERSHIP- FH1 (JFH FLP-FH1)

- For the primary benefit of Frank, III
 - GP (2.0001%)-LLC
 - LP (83.5269%) ALC Subtrust-FH
 - LP (6.5081%) Non-Exempt Trust-FH
 - LP (1.8645%) Exempt Trust-FH
 - LP (6.1004%) '88 Trust

JFH FAMILY LIMITED PARTNERSHIP-SW1 (JFH FLP-SW1)

- For the primary benefit of SW
 - GP (2.0001%)-LLC
 - LP (83.5269%)-ALC Subtrust-SW
 - LP (6.5081%) Non-Exempt Trust-SW
 - LP (1.8645%)-Exempt Trust-SW
 - LP (6.1004%) '88 Trust

JFH FAMILY LIMITED PARTNERSHIP-DH1 (JFH FLP-DH1)

- For the primary benefit of DH (JFH FLP-DH1)
 - GP (2.0001%)- LLC
 - LP (83.5269%)-ALC Subtrust-DH
 - LP (6.5081%)- Non-Exempt Trust-DH
 - LP (1.8645%) Exempt Trust-DH
 - LP (6.1004%) '88 Trust

Each family limited partnership directly owns: 535,178 CONSOLIDATED Class B Shares

VII. JFH MANAGEMENT, INC. (JFH MANAGEMENT)

- President- John Henry
- Shareholder (1/3) -Non-Exempt Trust-FH
- Shareholder (1/3)- Non-Exempt Trust-SW
- Shareholder (1/3)- Non- Exempt Trust-DH

Owns a 10% Interest in HLP One

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them a statement on Schedule 13D with respect to the Common Stock, par value \$1.00 per share, of Coca-Cola Consolidated, Inc. beneficially owned by each of them. This Joint Filing Agreement shall be included as an exhibit to Amendment No. 14 to such Schedule 13D.

IN WITNESS WHEREOF, the undersigned have executed this Joint Filing Agreement as of the 23rd day of March, 2022.

/s/ J. Frank Harrison, III

J. Frank Harrison, III

JFH III HARRISON FAMILY LLC

By: /s/ J. Frank Harrison, III

J. Frank Harrison, III, Chief Manager

JFH FAMILY LIMITED PARTNERSHIP—FH1

By: JFH III Harrison Family LLC, its General Partner

By: /s/ J. Frank Harrison, III

J. Frank Harrison, III, Chief Manager

JFH3 HOLDINGS LLC

By: /s/ J. Frank Harrison, III

J. Frank Harrison, III, Sole Manager