

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

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 29, 2014

Commission File Number 0-9286

**COCA-COLA BOTTLING CO. CONSOLIDATED**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**56-0950585**  
(I.R.S. Employer  
Identification No.)

**4100 Coca-Cola Plaza, Charlotte, North Carolina 28211**  
(Address of principal executive offices) (Zip Code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

<u>Class</u>	<u>Outstanding at July 31, 2014</u>
Common Stock, \$1.00 Par Value	7,141,447
Class B Common Stock, \$1.00 Par Value	2,129,862

**COCA-COLA BOTTLING CO. CONSOLIDATED  
QUARTERLY REPORT ON FORM 10-Q  
FOR THE QUARTERLY PERIOD ENDED JUNE 29, 2014**

**INDEX**

	Page
<a href="#">PART I – FINANCIAL INFORMATION</a>	
Item 1. <a href="#">Financial Statements (Unaudited)</a>	
<a href="#">Consolidated Statements of Operations</a>	2
<a href="#">Consolidated Statements of Comprehensive Income</a>	3
<a href="#">Consolidated Balance Sheets</a>	4
<a href="#">Consolidated Statements of Changes in Equity</a>	6
<a href="#">Consolidated Statements of Cash Flows</a>	7
<a href="#">Notes to Consolidated Financial Statements</a>	8
Item 2. <a href="#">Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	36
Item 3. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	60
Item 4. <a href="#">Controls and Procedures</a>	61
<a href="#">PART II – OTHER INFORMATION</a>	
Item 1A. <a href="#">Risk Factors</a>	62
Item 6. <a href="#">Exhibits</a>	62
<a href="#">Signatures</a>	63

PART I - FINANCIAL INFORMATION

**Item 1. Financial Statements.**

Coca-Cola Bottling Co. Consolidated  
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)  
In Thousands (Except Per Share Data)

	Second Quarter		First Half	
	2014	2013	2014	2013
Net sales	\$459,473	\$428,979	\$848,055	\$812,530
Cost of sales	273,953	258,664	506,202	488,516
Gross margin	185,520	170,315	341,853	324,014
Selling, delivery and administrative expenses	154,256	143,416	298,473	281,627
Income from operations	31,264	26,899	43,380	42,387
Interest expense, net	7,343	7,409	14,566	14,788
Income before income taxes	23,921	19,490	28,814	27,599
Income tax expense	8,589	7,354	10,381	9,794
Net income	15,332	12,136	18,433	17,805
Less: Net income attributable to noncontrolling interest	1,549	907	2,201	1,714
Net income attributable to Coca-Cola Bottling Co. Consolidated	<u>\$ 13,783</u>	<u>\$ 11,229</u>	<u>\$ 16,232</u>	<u>\$ 16,091</u>

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

**Consolidated:**

Common Stock	\$ 1.49	\$ 1.21	\$ 1.75	\$ 1.74
Weighted average number of Common Stock shares outstanding	7,141	7,141	7,141	7,141
Class B Common Stock	\$ 1.49	\$ 1.21	\$ 1.75	\$ 1.74
Weighted average number of Class B Common Stock shares outstanding	2,130	2,109	2,123	2,102

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

**Consolidated:**

Common Stock	\$ 1.48	\$ 1.21	\$ 1.74	\$ 1.73
Weighted average number of Common Stock shares outstanding – assuming dilution	9,311	9,290	9,304	9,283
Class B Common Stock	\$ 1.48	\$ 1.21	\$ 1.74	\$ 1.73
Weighted average number of Class B Common Stock shares outstanding – assuming dilution	2,170	2,149	2,163	2,142

**Cash dividends per share:**

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

See Accompanying Notes to Consolidated Financial Statements.

---

[Table of Contents](#)

Coca-Cola Bottling Co. Consolidated  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)  
In Thousands

	Second Quarter		First Half	
	2014	2013	2014	2013
Net income	\$15,332	\$12,136	\$18,433	\$17,805
Other comprehensive income, net of tax:				
Foreign currency translation adjustment	0	0	0	1
Defined benefit plans reclassification included in pension costs:				
Actuarial loss	259	509	518	1,019
Prior service costs	6	3	11	5
Postretirement benefits reclassification included in benefits costs:				
Actuarial loss	345	426	691	851
Prior service costs	(233)	(230)	(465)	(460)
Other comprehensive income, net of tax	<u>377</u>	<u>708</u>	<u>755</u>	<u>1,416</u>
Comprehensive income	15,709	12,844	19,188	19,221
Less: Comprehensive income attributable to noncontrolling interest	<u>1,549</u>	<u>907</u>	<u>2,201</u>	<u>1,714</u>
Comprehensive income attributable to Coca-Cola Bottling Co. Consolidated	<u>\$14,160</u>	<u>\$11,937</u>	<u>\$16,987</u>	<u>\$17,507</u>

See Accompanying Notes to Consolidated Financial Statements.

---

[Table of Contents](#)

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

	June 29, 2014	Dec. 29, 2013	June 30, 2013
<b>ASSETS</b>			
<b>Current Assets:</b>			
Cash and cash equivalents	\$ 22,874	\$ 11,761	\$ 25,725
Accounts receivable, trade, less allowance for doubtful accounts of \$1,550, \$1,401 and \$1,667, respectively	133,509	105,610	121,296
Accounts receivable from The Coca-Cola Company	30,755	17,849	25,114
Accounts receivable, other	13,873	15,136	12,379
Inventories	83,313	61,987	75,353
Prepaid expenses and other current assets	30,316	26,872	31,101
<b>Total current assets</b>	<b>314,640</b>	<b>239,215</b>	<b>290,968</b>
Property, plant and equipment, net	316,978	302,998	298,257
Leased property under capital leases, net	45,969	48,981	51,243
Other assets	60,344	58,560	61,172
Franchise rights	520,672	520,672	520,672
Goodwill	103,294	102,049	102,049
Other identifiable intangible assets, net	17,283	3,681	3,847
<b>Total assets</b>	<b><u>\$1,379,180</u></b>	<b><u>\$1,276,156</u></b>	<b><u>\$1,328,208</u></b>

See Accompanying Notes to Consolidated Financial Statements.

[Table of Contents](#)

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

	June 29, 2014	Dec. 29, 2013	June 30, 2013
<b>LIABILITIES AND EQUITY</b>			
<b>Current Liabilities:</b>			
Current portion of debt	\$ 20,000	\$ 20,000	\$ 20,000
Current portion of obligations under capital leases	6,190	5,939	5,612
Accounts payable, trade	54,281	43,579	49,240
Accounts payable to The Coca-Cola Company	55,316	25,869	49,876
Other accrued liabilities	73,088	77,622	72,162
Accrued compensation	24,544	31,753	18,644
Accrued interest payable	3,942	4,054	3,998
Total current liabilities	237,361	208,816	219,532
Deferred income taxes	146,777	153,408	140,085
Pension and postretirement benefit obligations	89,160	90,599	139,155
Other liabilities	139,926	125,791	123,773
Obligations under capital leases	55,873	59,050	61,851
Long-term debt	433,661	378,566	428,475
Total liabilities	1,102,758	1,016,230	1,112,871
Commitments and Contingencies (Note 15)			
<b>Equity:</b>			
Common Stock, \$1.00 par value:			
Authorized – 30,000,000 shares;			
Issued – 10,203,821 shares	10,204	10,204	10,204
Class B Common Stock, \$1.00 par value:			
Authorized – 10,000,000 shares;			
Issued – 2,757,976, 2,737,076 and 2,737,076 shares, respectively	2,756	2,735	2,735
Capital in excess of par value	110,860	108,942	108,959
Retained earnings	200,470	188,869	181,910
Accumulated other comprehensive loss	(57,421)	(58,176)	(93,110)
	266,869	252,574	210,698
Less-Treasury stock, at cost:			
Common – 3,062,374 shares	60,845	60,845	60,845
Class B Common – 628,114 shares	409	409	409
Total equity of Coca-Cola Bottling Co. Consolidated	205,615	191,320	149,444
Noncontrolling interest	70,807	68,606	65,893
Total equity	276,422	259,926	215,337
Total liabilities and equity	\$1,379,180	\$1,276,156	\$1,328,208

See Accompanying Notes to Consolidated Financial Statements.

[Table of Contents](#)

Coca-Cola Bottling Co. Consolidated  
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)  
In Thousands (Except Share Data)

	Common Stock	Class B Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity of CCBCC	Noncontrolling Interest	Total Equity
Balance on Dec. 30, 2012	\$10,204	\$2,715	\$107,681	\$170,439	\$ (94,526)	\$(61,254)	\$135,259	\$ 64,179	\$199,438
Net income				16,091			16,091	1,714	17,805
Other comprehensive income, net of tax					1,416		1,416		1,416
Cash dividends paid									
Common (\$.50 per share)				(3,571)			(3,571)		(3,571)
Class B Common (\$.50 per share)				(1,049)			(1,049)		(1,049)
Issuance of 20,120 shares of Class B Common Stock		20	1,278				1,298		1,298
Balance on June 30, 2013	<u>\$10,204</u>	<u>\$2,735</u>	<u>\$108,959</u>	<u>\$181,910</u>	<u>\$ (93,110)</u>	<u>\$(61,254)</u>	<u>\$149,444</u>	<u>\$ 65,893</u>	<u>\$215,337</u>
Balance on Dec. 29, 2013	\$10,204	\$2,735	\$108,942	\$188,869	\$ (58,176)	\$(61,254)	\$191,320	\$ 68,606	\$259,926
Net income				16,232			16,232	2,201	18,433
Other comprehensive income, net of tax					755		755		755
Cash dividends paid									
Common (\$.50 per share)				(3,571)			(3,571)		(3,571)
Class B Common (\$.50 per share)				(1,060)			(1,060)		(1,060)
Issuance of 20,900 shares of Class B Common Stock		21	1,742				1,763		1,763
Stock compensation adjustment			176				176		176
Balance on June 29, 2014	<u>\$10,204</u>	<u>\$2,756</u>	<u>\$110,860</u>	<u>\$200,470</u>	<u>\$ (57,421)</u>	<u>\$(61,254)</u>	<u>\$205,615</u>	<u>\$ 70,807</u>	<u>\$276,422</u>

See Accompanying Notes to Consolidated Financial Statements.

---

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

	First Half	
	2014	2013
<b><u>Cash Flows from Operating Activities</u></b>		
Net income	\$ 18,433	\$ 17,805
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	29,245	28,889
Amortization of intangibles	198	166
Deferred income taxes	505	576
Gain on sale of property, plant and equipment	(38)	(763)
Amortization of debt costs	958	971
Amortization of deferred gain related to terminated interest rate agreements	(279)	(273)
Stock compensation expense	1,491	1,223
Increase in current assets less current liabilities (exclusive of acquisition)	(30,876)	(19,542)
Increase in other noncurrent assets (exclusive of acquisition)	(2,744)	(4,890)
Increase (decrease) in other noncurrent liabilities (exclusive of acquisition)	(5,135)	872
Other	(1)	15
Total adjustments	(6,676)	7,244
Net cash provided by operating activities	<u>11,757</u>	<u>25,049</u>
<b><u>Cash Flows from Investing Activities</u></b>		
Additions to property, plant and equipment	(37,034)	(33,140)
Proceeds from the sale of property, plant and equipment	1,061	5,669
Acquisition of new territories, net of cash acquired	(12,163)	0
Net cash used in investing activities	<u>(48,136)</u>	<u>(27,471)</u>
<b><u>Cash Flows from Financing Activities</u></b>		
Borrowings under revolving credit facility	75,000	55,000
Payment on revolving credit facility	(20,000)	(30,000)
Cash dividends paid	(4,631)	(4,620)
Excess tax expense from stock-based compensation	176	0
Principal payments on capital lease obligations	(2,925)	(2,572)
Other	(128)	(60)
Net cash provided by financing activities	<u>47,492</u>	<u>17,748</u>
Net increase in cash	11,113	15,326
Cash at beginning of period	<u>11,761</u>	<u>10,399</u>
Cash at end of period	<u>\$ 22,874</u>	<u>\$ 25,725</u>
<b><u>Significant non-cash investing and financing activities:</u></b>		
Issuance of Class B Common Stock in connection with stock award	\$ 1,763	\$ 1,298
Capital lease obligations incurred	0	455
Additions to property, plant and equipment accrued and recorded in accounts payable, trade	2,882	2,522

See Accompanying Notes to Consolidated Financial Statements.



---

## [Table of Contents](#)

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

#### 1. Significant Accounting Policies

The consolidated financial statements include the accounts of Coca-Cola Bottling Co. Consolidated and its majority-owned subsidiaries (the "Company"). All intercompany accounts and transactions have been eliminated.

The consolidated financial statements reflect all adjustments which, in the opinion of management, are necessary for a fair statement of the results for the interim periods presented. All such adjustments are of a normal, recurring nature.

The consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles (GAAP) for interim financial reporting and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all information and footnotes required by GAAP. The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

The accounting policies followed in the presentation of interim financial results are consistent with those followed on an annual basis. These policies are presented in Note 1 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 29, 2013 filed with the United States Securities and Exchange Commission.

#### 2. Seasonality of Business

Historically, operating results for the second quarter of the fiscal year have not been representative of results for the entire fiscal year. Business seasonality results primarily from higher unit sales of the Company's products in the second and third quarters versus the first and fourth quarters of the fiscal year. Fixed costs, such as depreciation expense, are not significantly impacted by business seasonality.

#### 3. Piedmont Coca-Cola Bottling Partnership

On July 2, 1993, the Company and The Coca-Cola Company formed Piedmont Coca-Cola Bottling Partnership ("Piedmont") to distribute and market nonalcoholic beverages primarily in portions of North Carolina and South Carolina. The Company provides a portion of the nonalcoholic beverage products to Piedmont at cost and receives a fee for managing the operations of Piedmont pursuant to a management agreement. These intercompany transactions are eliminated in the consolidated financial statements.

Noncontrolling interest as of June 29, 2014, December 29, 2013 and June 30, 2013 represents the portion of Piedmont owned by The Coca-Cola Company. The Coca-Cola Company's interest in Piedmont was 22.7% for all periods presented.

---

[Table of Contents](#)

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

4. Acquisitions

In April 2013, the Company announced that it had signed a non-binding letter of intent with The Coca-Cola Company to expand the Company's franchise territory to include distribution rights in parts of Tennessee and Kentucky served by Coca-Cola Refreshments USA, Inc. ("CCR"), a wholly owned subsidiary of The Coca-Cola Company. On May 7, 2014, the Company and CCR entered into an asset purchase agreement (the "Asset Purchase Agreement") relating to the territory served by CCR through CCR's facilities and equipment located in Johnson City and Morristown, Tennessee (the "Territory"). The closing of the transaction contemplated by the Asset Purchase Agreement occurred on May 23, 2014 for a cash purchase price of \$12.2 million. The Company will purchase finished goods from CCR for sale and distribution in the Territory at prices consistent with pricing for acquired finished goods in the Company's currently owned territories. The financial results of the new territories have been included in the Company's consolidated financial statements from the acquisition date and did not significantly impact the Company's consolidated financial results for the three and six month periods ended June 29, 2014.

The Company has preliminarily allocated the purchase price for Johnson City and Morristown to the individual acquired assets and assumed liabilities. The valuations are subject to adjustment as additional information is obtained, but any adjustments are not expected to be material.

The fair values of acquired assets and assumed liabilities as of the acquisition date are summarized as follows:

<u>In Thousands</u>	<u>Fair Value</u>
Cash	\$ 46
Inventories	1,361
Prepaid expense and other current assets	252
Property, plant and equipment	8,495
Other assets	10
Goodwill	1,245
Other identifiable intangible assets	13,800
Total acquired assets	<u>\$25,209</u>
Current liabilities	\$ 1,005
Other liabilities	11,995
Total assumed liabilities	<u>\$13,000</u>

The preliminary purchase price allocation to the identifiable intangible assets is as follows:

<u>In Thousands</u>		<u>Estimated Useful Life</u>
Distribution agreements	\$13,200	40 years
Customer lists	600	12 years
Total	<u>\$13,800</u>	

The goodwill of \$1.25 million is primarily attributed to the workforce of the acquired business. None of the goodwill recorded is expected to be deductible for tax purposes.

---

[Table of Contents](#)

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

4. Acquisitions

As part of the Asset Purchase Agreement, the Company signed a Comprehensive Beverage Agreement which has a term of ten years and is renewable by the Company indefinitely for successive additional terms of ten years each unless the Comprehensive Beverage Agreement is earlier terminated as provided therein. Under the Comprehensive Beverage Agreement, the Company will make a quarterly sub-bottling payment to CCR on a continuing basis for the grant of exclusive rights to distribute, promote, market and sell the Covered Beverages and Related Products in the Territory. The quarterly sub-bottling payment will be based on sales of certain beverages and beverage products that are sold under the same trademarks that identify a Covered Beverage, Related Product or certain cross-licensed brands. The range of undiscounted amounts the Company could pay under the contingent consideration arrangement are between \$1.0 million and \$1.8 million per year. As of June 29, 2014, the Company has recorded a liability of \$13.0 million to reflect the estimated fair value of the contingent consideration related to the future sub-bottling payments. Contingent consideration was valued using a probability weighted discounted cash flow model based on internal forecasts and the weighted average cost of capital derived from market data. The contingent consideration will be reassessed and marked to market each quarter through other income or expense. There was no significant change in this liability from the date of acquisition through June 29, 2014.

5. Inventories

Inventories were summarized as follows:

In Thousands	June 29, 2014	Dec. 29, 2013	June 30, 2013
Finished products	\$55,027	\$35,360	\$46,019
Manufacturing materials	10,162	9,127	10,397
Plastic shells, plastic pallets and other inventories	18,124	17,500	18,937
Total inventories	\$83,313	\$61,987	\$75,353

## Table of Contents

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

### 6. Property, Plant and Equipment

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

<u>In Thousands</u>	<u>June 29, 2014</u>	<u>Dec. 29, 2013</u>	<u>June 30, 2013</u>	<u>Estimated Useful Lives</u>
Land	\$ 14,247	\$ 12,307	\$ 12,394	
Buildings	115,721	113,864	114,852	8-50 years
Machinery and equipment	151,872	144,662	142,696	5-20 years
Transportation equipment	169,063	164,403	159,695	4-20 years
Furniture and fixtures	44,987	42,605	42,897	3-10 years
Cold drink dispensing equipment	329,063	317,143	317,747	5-17 years
Leasehold and land improvements	73,889	73,742	72,356	5-20 years
Software for internal use	84,147	81,718	76,496	3-10 years
Construction in progress	4,949	7,204	8,129	
Total property, plant and equipment, at cost	987,938	957,648	947,262	
Less: Accumulated depreciation and amortization	670,960	654,650	649,005	
Property, plant and equipment, net	\$316,978	\$302,998	\$298,257	

Depreciation and amortization expense was \$14.7 million and \$14.3 million in the second quarter of 2014 ("Q2 2014") and in the second quarter of 2013 ("Q2 2013"), respectively. Depreciation and amortization expense was \$29.2 million and \$28.9 million in the first half of 2014 ("YTD 2014") and in the first half of 2013 ("YTD 2013"), respectively. These amounts included amortization expense for leased property under capital leases.

### 7. Leased Property Under Capital Leases

Leased property under capital leases was summarized as follows:

<u>In Thousands</u>	<u>June 29, 2014</u>	<u>Dec. 29, 2013</u>	<u>June 30, 2013</u>	<u>Estimated Useful Lives</u>
Leased property under capital leases	\$94,793	\$94,889	\$94,174	3-20 years
Less: Accumulated amortization	48,824	45,908	42,931	
Leased property under capital leases, net	\$45,969	\$48,981	\$51,243	

As of June 29, 2014, real estate represented \$45.4 million of the leased property under capital leases, net and \$30.1 million of this real estate is leased from related parties as described in Note 20 to the consolidated financial statements.

The Company's outstanding obligations for capital leases were \$62.1 million, \$65.0 million and \$67.5 million as of June 29, 2014, December 29, 2013 and June 30, 2013, respectively.

---

## Table of Contents

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

### 8. Franchise Rights and Goodwill

Franchise rights and goodwill were summarized as follows:

<u>In Thousands</u>	<u>June 29, 2014</u>	<u>Dec. 29, 2013</u>	<u>June 30, 2013</u>
Franchise rights	\$520,672	\$520,672	\$520,672
Goodwill	103,294	102,049	102,049
Total franchise rights and goodwill	<u>\$623,966</u>	<u>\$622,721</u>	<u>\$622,721</u>

In Q2 2014, the Company added \$1.2 million to goodwill due to the acquisition of territory in Morristown, TN. There were no additions to franchise rights due to the acquisition of new territories.

The Company performs its annual impairment test of franchise rights and goodwill as of the first day of the fourth quarter. During YTD 2014, the Company did not experience any triggering events or changes in circumstances that indicated the carrying amounts of the Company's franchise rights or goodwill exceeded fair values. As such, the Company has not recognized any impairments of franchise rights or goodwill.

### 9. Other Identifiable Intangible Assets

Other identifiable intangible assets were summarized as follows:

<u>In Thousands</u>	<u>June 29, 2014</u>	<u>Dec. 29, 2013</u>	<u>June 30, 2013</u>	<u>Estimated Useful Lives</u>
Distribution agreements	\$15,509	\$2,309	\$2,309	20-40 years
Customer lists and other identifiable intangible assets	6,838	6,238	6,238	12-20 years
Total other identifiable intangible assets	22,347	8,547	8,547	
Less: Accumulated amortization	5,064	4,866	4,700	
Other identifiable intangible assets, net	<u>\$17,283</u>	<u>\$3,681</u>	<u>\$3,847</u>	

In Q2 2014, the Company added \$0.6 million to customer lists and \$13.2 million to distribution agreements due to the acquisition of territories in Johnson City and Morristown, TN.

[Table of Contents](#)

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

10. Other Accrued Liabilities

Other accrued liabilities were summarized as follows:

In Thousands	June 29, 2014	Dec. 29, 2013	June 30, 2013
Accrued marketing costs	\$12,944	\$13,613	\$12,932
Accrued insurance costs	21,503	21,132	21,390
Accrued taxes (other than income taxes)	3,362	1,207	3,021
Accrued income taxes	0	2,515	0
Employee benefit plan accruals	11,165	17,643	14,119
Checks and transfers yet to be presented for payment from zero balance cash accounts	12,134	11,237	11,464
All other accrued liabilities	11,980	10,275	9,236
Total other accrued liabilities	<u>\$73,088</u>	<u>\$77,622</u>	<u>\$72,162</u>

11. Debt

Debt was summarized as follows:

In Thousands	Maturity	Interest Rate	Interest Paid	June 29, 2014	Dec. 29, 2013	June 30, 2013
Revolving credit facility	2016	Variable	Varies	\$ 60,000	\$ 5,000	\$ 55,000
Line of credit	2014	Variable	Varies	20,000	20,000	20,000
Senior Notes	2015	5.30%	Semi-annually	100,000	100,000	100,000
Senior Notes	2016	5.00%	Semi-annually	164,757	164,757	164,757
Senior Notes	2019	7.00%	Semi-annually	110,000	110,000	110,000
Unamortized discount on Senior Notes	2019			(1,096)	(1,191)	(1,282)
Debt				453,661	398,566	448,475
Less: Current portion of debt				20,000	20,000	20,000
Long-term debt				<u>\$433,661</u>	<u>\$378,566</u>	<u>\$428,475</u>

---

[Table of Contents](#)

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

11. Debt

The Company has a \$200 million five-year unsecured revolving credit agreement (“\$200 million facility”). The \$200 million facility has a scheduled maturity date of September 21, 2016 and up to \$25 million is available for the issuance of letters of credit. Borrowings under the agreement bear interest at a floating base rate or a floating Eurodollar rate plus an interest rate spread, dependent on the Company’s credit rating at the time of borrowing. The Company must pay an annual facility fee of .175% of the lenders’ aggregate commitments under the facility. The \$200 million facility contains two financial covenants: a cash flow/fixed charges ratio (“fixed charges coverage ratio”) and a funded indebtedness/cash flow ratio (“operating cash flow ratio”), each as defined in the credit agreement. The fixed charges coverage ratio requires the Company to maintain a consolidated cash flow to fixed charges ratio of 1.5 to 1.0 or higher. The operating cash flow ratio requires the Company to maintain a debt to operating cash flow ratio of 6.0 to 1.0 or lower. The Company is currently in compliance with these covenants. These covenants do not currently, and the Company does not anticipate they will, restrict its liquidity or capital resources.

The Company has \$100 million of senior notes which mature in April 2015. The Company currently expects to use borrowings under the \$200 million facility to repay the notes when due and, accordingly, has classified all the \$100 million Senior Notes due April 2015 as long-term.

On June 29, 2014, the Company had \$60.0 million of outstanding borrowings on the \$200 million facility and had \$140.0 million available to meet its cash requirements. On December 29, 2013, the Company had \$5.0 million of outstanding borrowings on the \$200 million facility. On June 30, 2013, the Company had \$55.0 million of outstanding borrowings on the \$200 million facility.

The Company has an agreement for an uncommitted line of credit under which the Company may borrow up to a total of \$20 million for periods of 7 days, 30 days, 60 days or 90 days at the discretion of the participating bank. On June 29, 2014, December 29, 2013 and June 30, 2013, the Company had \$20.0 million outstanding under the uncommitted line of credit at a weighted average interest rate of 0.90%, 0.88% and 0.94%, respectively.

As of June 29, 2014, December 29, 2013 and June 30, 2013, the Company had a weighted average interest rate of 5.7%, 6.2% and 5.7%, respectively, for its outstanding debt and capital lease obligations. The Company’s overall weighted average interest rate on its debt and capital lease obligations was 5.8% and 5.7% for YTD 2014 and YTD 2013, respectively. As of June 29, 2014, \$80.0 million of the Company’s debt and capital lease obligations of \$515.7 million were subject to changes in short-term interest rates.

The indentures under which the Company’s public debt was issued do not include financial covenants but do limit the incurrence of certain liens and encumbrances as well as the incurrence of indebtedness by the Company’s subsidiaries in excess of certain amounts.

All of the outstanding long-term debt has been issued by the Company with none being issued by any of the Company’s subsidiaries. There are no guarantees of the Company’s debt.

---

[Table of Contents](#)

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

12. Derivative Financial Instruments

**Commodities**

The Company is subject to the risk of increased costs arising from adverse changes in certain commodity prices. In the normal course of business, the Company manages these risks through a variety of strategies, including the use of derivative instruments. The Company does not use derivative instruments for trading or speculative purposes. All derivative instruments are recorded at fair value as either assets or liabilities in the Company's consolidated balance sheets. These derivative instruments are not designated as hedging instruments under GAAP and are used as "economic hedges" to manage commodity price risk. Derivative instruments are marked to market on a monthly basis and recognized in earnings consistent with the expense classification of the underlying hedged item. Settlements of derivative agreements are included in cash flows from operating activities on the Company's consolidated statements of cash flows.

The Company uses several different financial institutions for commodity derivative instruments to minimize the concentration of credit risk. While the Company is exposed to credit loss in the event of nonperformance by these counterparties, the Company does not anticipate nonperformance by these parties.

The Company has master agreements with the counterparties to its derivative financial agreements that provide for net settlement of derivative transactions. The Company did not have any offsetting derivative transactions with its counterparties on June 29, 2014. Accordingly, the gross amounts of derivative assets are recognized in prepaid expenses and other current assets in the consolidated balance sheet at June 29, 2014. The Company did not have any outstanding derivative transactions at December 29, 2013 or June 30, 2013.

The Company periodically uses derivative instruments to hedge part or all of its requirements for diesel fuel and aluminum. In the first quarter of 2014, the Company entered into agreements to hedge a portion of the Company's 2014 commodity purchases. In the third quarter of 2012, the Company entered into agreements to hedge a portion of the Company's 2013 commodity purchases.



---

[Table of Contents](#)

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

12. Derivative Financial Instruments

The following summarizes Q2 2014 and Q2 2013 pre-tax changes in the fair value of the Company's commodity derivative financial instruments and the classification of such changes in the consolidated statements of operations.

In Thousands	Classification of Gain (Loss)	Second Quarter	
		2014	2013
Commodity hedges	Cost of sales	\$91	\$ (10)
Total		\$91	\$ (10)

The following summarizes YTD 2014 and YTD 2013 pre-tax changes in the fair value of the Company's commodity derivative financial instruments and the classification of such changes in the consolidated statements of operations.

In Thousands	Classification of Gain (Loss)	First Half	
		2014	2013
Commodity hedges	Cost of sales	\$871	\$(500)
Total		\$871	\$(500)

The following table summarizes the fair values and classification in the consolidated balance sheets of derivative instruments held by the Company:

In Thousands	Balance Sheet Classification	June 29,	Dec. 29,	June 30,
		2014	2013	2013
Commodity hedges at fair market value	Prepaid expenses and other current assets	\$ 871	\$ 0	\$ 0
Unamortized cost of commodity hedging agreements	Prepaid expenses and other current assets	731	0	0
Total		\$1,602	\$ 0	\$ 0

The following table summarizes the Company's outstanding commodity derivative agreements as of June 29, 2014:

In Millions	Notional	Latest
	Amount	Maturity
Commodity hedging agreements	\$ 20.9	Dec. 2014

---

[Table of Contents](#)

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

13. Fair Value of Financial Instruments

The following methods and assumptions were used by the Company in estimating the fair values of its financial instruments:

**Cash and Cash Equivalents, Accounts Receivable and Accounts Payable**

The fair values of cash and cash equivalents, accounts receivable and accounts payable approximate carrying values due to the short maturity of these items.

**Public Debt Securities**

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

**Non-Public Variable Rate Debt**

The carrying amounts of the Company's variable rate borrowings approximate their fair values due to variable interest rates with short reset periods.

**Deferred Compensation Plan Assets/Liabilities**

The fair values of deferred compensation plan assets and liabilities, which are held in mutual funds, are based upon the quoted market value of the securities held within the mutual funds.

**Acquisition Related Contingent Consideration**

The fair values of acquisition related contingent consideration are based on internal forecasts and the weighted average cost of capital derived from market data.

**Derivative Financial Instruments**

The fair values for the Company's commodity hedging agreements are based on current settlement values at each balance sheet date. The fair values of the commodity hedging agreements at each balance sheet date represent the estimated amounts the Company would have received or paid upon termination of these agreements. Credit risk related to the derivative financial instruments is managed by requiring high standards for its counterparties and periodic settlements. The Company considers nonperformance risk in determining the fair value of derivative financial instruments.

[Table of Contents](#)

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

13. Fair Value of Financial Instruments

The carrying amounts and fair values of the Company's debt, deferred compensation plan assets and liabilities, acquisition related contingent consideration and derivative financial instruments were as follows:

In Thousands	June 29, 2014		Dec. 29, 2013		June 30, 2013	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Public debt securities	\$(373,661)	\$(405,600)	\$(373,566)	\$(409,434)	\$(373,475)	\$(415,152)
Deferred compensation plan assets	17,990	17,990	17,098	17,098	14,801	14,801
Deferred compensation plan liabilities	(17,990)	(17,990)	(17,098)	(17,098)	(14,801)	(14,801)
Commodity hedging agreements	871	871	0	0	0	0
Non-public variable rate debt	(80,000)	(80,000)	(25,000)	(25,000)	(75,000)	(75,000)
Acquisition related contingent consideration	(13,000)	(13,000)	0	0	0	0

GAAP requires that assets and liabilities carried at fair value be classified and disclosed in one of the following categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The fair value estimates of the Company's debt are classified as Level 2. Public debt securities are valued using quoted market prices of the debt or debt with similar characteristics.

The following table summarizes, by assets and liabilities, the valuation of the Company's deferred compensation plan, commodity hedging agreements and acquisition related contingent consideration:

In Thousands	June 29, 2014			Dec. 29, 2013		June 30, 2013	
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 1	Level 2
<b>Assets</b>							
Deferred compensation plan assets	\$17,990			\$17,098		\$14,801	
Commodity hedging agreements		\$ 871			\$ 0		\$ 0
<b>Liabilities</b>							
Deferred compensation plan liabilities	17,990			17,098		14,801	
Acquisition related contingent consideration			\$13,000				

---

[Table of Contents](#)

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

13. Fair Value of Financial Instruments

The Company maintains a non-qualified deferred compensation plan for certain executives and other highly compensated employees. The investment assets are held in mutual funds. The fair value of the mutual funds is based on the quoted market value of the securities held within the funds (Level 1). The related deferred compensation liability represents the fair value of the investment assets.

The fair values of the Company's commodity hedging agreements are based upon rates from public commodity exchanges that are observable and quoted periodically over the full term of the agreement and are considered Level 2 items.

As part of the Johnson City and Morristown, Tennessee territory acquisition in Q2 2014, the Company will make a quarterly sub-bottling payment to CCR on a continuing basis for the grant of exclusive rights to distribute, promote, market and sell the Covered Beverages and Related Products in the Territory. This contingent consideration is valued using a probability weighted discounted cash flow model based on internal forecasts and the weighted average cost of capital derived from market data, which are considered Level 3 inputs. Significant changes in any Level 3 input or assumption in insolation would result in increases or decreases to the fair value measurement for the acquisition related contingent consideration.

There were no transfers of assets or liabilities between Level 1, Level 2 and Level 3 for YTD 2014 and YTD 2013.

14. Other Liabilities

Other liabilities were summarized as follows:

<u>In Thousands</u>	<u>June 29, 2014</u>	<u>Dec. 29, 2013</u>	<u>June 30, 2013</u>
Accruals for executive benefit plans	\$111,869	\$109,386	\$103,636
Acquisition related contingent consideration	11,995	0	0
Other	<u>16,062</u>	<u>16,405</u>	<u>20,137</u>
Total other liabilities	<u>\$139,926</u>	<u>\$125,791</u>	<u>\$123,773</u>

15. Commitments and Contingencies

The Company is a member of South Atlantic Canners, Inc. ("SAC"), a manufacturing cooperative from which it is obligated to purchase 17.5 million cases of finished product on an annual basis through June 2024 based on a new agreement signed in the first quarter of 2014. The Company is also a member of Southeastern Container ("Southeastern"), a plastic bottle manufacturing cooperative from which it is obligated to purchase at least 80% of its requirements of plastic bottles for certain designated territories. See Note 20 to the consolidated financial statements for additional information concerning SAC and Southeastern.

The Company guarantees a portion of SAC's and Southeastern's debt. The amounts guaranteed were \$35.0 million, \$29.3 million and \$37.6 million as of June 29, 2014, December 29, 2013 and June 30, 2013, respectively.

---

[Table of Contents](#)

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

15. Commitments and Contingencies

The Company holds no assets as collateral against these guarantees, the fair value of which is immaterial. The guarantees relate to the debt of SAC and Southeastern, which resulted primarily from the purchase of production equipment and facilities. These guarantees expire at various dates through 2023. The members of both cooperatives consist solely of Coca-Cola bottlers. The Company does not anticipate either of these cooperatives will fail to fulfill its commitments. The Company further believes each of these cooperatives has sufficient assets, including production equipment, facilities and working capital, and the ability to adjust selling prices of its products to adequately mitigate the risk of material loss from the Company's guarantees. In the event either of these cooperatives fails to fulfill its commitments under the related debt, the Company would be responsible for payments to the lenders up to the level of the guarantees. If these cooperatives had borrowed up to their aggregate borrowing capacity, the Company's maximum exposure under these guarantees on June 29, 2014 would have been \$23.9 million for SAC and \$25.3 million for Southeastern and the Company's maximum total exposure, including its equity investment, would have been \$28.0 million for SAC and \$43.7 million for Southeastern.

The Company has been purchasing plastic bottles from Southeastern and finished products from SAC for more than ten years and has never had to pay against these guarantees.

The Company has an equity ownership in each of the entities in addition to the guarantees of certain indebtedness and records its investment in each under the equity method. As of June 29, 2014, SAC had total assets of approximately \$47 million and total debt of approximately \$25 million. SAC had total revenues for YTD 2014 of approximately \$91 million. As of June 29, 2014, Southeastern had total assets of approximately \$324 million and total debt of approximately \$133 million. Southeastern had total revenue for YTD 2014 of approximately \$331 million.

The Company has standby letters of credit, primarily related to its property and casualty insurance programs. On June 29, 2014, these letters of credit totaled \$23.4 million.

The Company participates in long-term marketing contractual arrangements with certain prestige properties, athletic venues and other locations. The future payments related to these contractual arrangements as of June 29, 2014 amounted to \$36.6 million and expire at various dates through 2022.

The Company is involved in various claims and legal proceedings which have arisen in the ordinary course of its business. Although it is difficult to predict the ultimate outcome of these claims and legal proceedings, management believes the ultimate disposition of these matters will not have a material adverse effect on the financial condition, cash flows or results of operations of the Company. No material amount of loss in excess of recorded amounts is believed to be reasonably possible as a result of these claims and legal proceedings.

The Company is subject to audit by tax authorities in jurisdictions where it conducts business. These audits may result in assessments that are subsequently resolved with the tax authorities or potentially through the courts. Management believes the Company has adequately provided for any assessments that are likely to result from these audits; however, final assessments, if any, could be different than the amounts recorded in the consolidated financial statements.

---

[Table of Contents](#)Coca-Cola Bottling Co. Consolidated  
Notes to Consolidated Financial Statements (Unaudited)

## 16. Income Taxes

The Company's effective tax rate, as calculated by dividing income tax expense by income before income taxes, for YTD 2014 and YTD 2013 was 36.0% and 35.5%, respectively. The Company's effective tax rate, as calculated by dividing income tax expense by income before income taxes minus net income attributable to noncontrolling interest, for YTD 2014 and YTD 2013 was 39.0% and 37.8%, respectively.

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

In Thousands	First Half	
	2014	2013
Statutory expense	\$10,085	\$9,657
State income taxes, net of federal benefit	1,105	1,143
Valuation allowance change	104	94
Noncontrolling interest – Piedmont	(862)	(672)
Manufacturing deduction benefit	(1,273)	(926)
Meals and entertainment	567	581
Adjustment for uncertain tax positions	316	391
Other, net	339	(474)
Income tax expense	<u>\$10,381</u>	<u>\$9,794</u>

As of June 29, 2014, the Company had \$3.2 million of uncertain tax positions, including accrued interest, all of which would affect the Company's effective tax rate if recognized. As of December 29, 2013, the Company had \$2.8 million of uncertain tax positions, including accrued interest, all of which would affect the Company's effective tax rate if recognized. As of June 30, 2013, the Company had \$5.9 million of uncertain tax positions, including accrued interest, of which \$3.4 million would affect the Company's effective tax rate if recognized. Total accrued interest related to uncertain tax positions is immaterial in all periods presented. While it is expected that the amount of uncertain tax positions may change in the next 12 months, the Company does not expect any change to have a material impact on the consolidated financial statements.

The American Taxpayer Relief Act ("Act") was signed into law on January 2, 2013. The Act approved a retroactive extension of certain favorable business and energy tax provisions that had expired at the end of 2011 which are applicable to the Company. The Company recorded a reduction to income tax expense totaling \$0.4 million related to the Act in YTD 2013, which is included in the other, net line of the reconciliation of income tax expense table.

During 2013, state tax legislation was enacted that reduced the corporate tax rate in that state from 6.9% to 6.0% effective January 1, 2014. This state corporate tax rate will be further reduced from 6.0% to 5.0% effective January 1, 2015. This reduction in the corporate tax rate decreased the Company's income tax expense by approximately \$2.3 million due to the impact on the Company's net deferred tax liabilities. The total impact of this legislation was recorded in the third quarter of 2013.

Prior tax years beginning in year 2010 remain open to examination by the Internal Revenue Service, and various tax years beginning in year 1995 remain open to examination by certain state tax jurisdictions due to loss carryforwards.

---

[Table of Contents](#)Coca-Cola Bottling Co. Consolidated  
Notes to Consolidated Financial Statements (Unaudited)

## 16. Income Taxes

The Company's income tax assets and liabilities are subject to adjustment in future periods based on the Company's ongoing evaluations of such assets and liabilities and new information that becomes available to the Company.

## 17. Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss is comprised of adjustments relative to the Company's pension and postretirement medical benefit plans and foreign currency translation adjustments required for a subsidiary of the Company that performs data analysis and provides consulting services outside the United States.

A summary of accumulated other comprehensive loss for Q2 2014 and Q2 2013 is as follows:

<u>In Thousands</u>	<u>Mar. 30, 2014</u>	<u>Pre-tax Activity</u>	<u>Tax Effect</u>	<u>June 29, 2014</u>
<b>Net pension activity:</b>				
Actuarial loss	\$(42,769)	\$ 422	\$(163)	\$(42,510)
Prior service costs	(116)	9	(3)	(110)
<b>Net postretirement benefits activity:</b>				
Actuarial loss	(18,095)	563	(218)	(17,750)
Prior service costs	3,178	(378)	145	2,945
<b>Foreign currency translation adjustment</b>	<u>4</u>	<u>0</u>	<u>0</u>	<u>4</u>
<b>Total</b>	<u>\$(57,798)</u>	<u>\$ 616</u>	<u>\$(239)</u>	<u>\$(57,421)</u>

<u>In Thousands</u>	<u>Mar. 31, 2013</u>	<u>Pre-tax Activity</u>	<u>Tax Effect</u>	<u>June 30, 2013</u>
<b>Net pension activity:</b>				
Actuarial loss	\$(75,897)	\$ 838	\$(329)	\$(75,388)
Prior service costs	(31)	4	(1)	(28)
<b>Net postretirement benefits activity:</b>				
Actuarial loss	(22,000)	700	(274)	(21,574)
Prior service costs	4,104	(378)	148	3,874
<b>Foreign currency translation adjustment</b>	<u>6</u>	<u>0</u>	<u>0</u>	<u>6</u>
<b>Total</b>	<u>\$(93,818)</u>	<u>\$1,164</u>	<u>\$(456)</u>	<u>\$(93,110)</u>

[Table of Contents](#)

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

17. Accumulated Other Comprehensive Loss

A summary of accumulated other comprehensive loss for YTD 2014 and YTD 2013 is as follows:

In Thousands	Dec. 29, 2013	Pre-tax Activity	Tax Effect	June 29, 2014
<b>Net pension activity:</b>				
Actuarial loss	\$(43,028)	\$ 844	\$(326)	\$(42,510)
Prior service costs	(121)	18	(7)	(110)
<b>Net postretirement benefits activity:</b>				
Actuarial loss	(18,441)	1,126	(435)	(17,750)
Prior service costs	3,410	(756)	291	2,945
Foreign currency translation adjustment	4	0	0	4
<b>Total</b>	<b>\$(58,176)</b>	<b>\$1,232</b>	<b>\$(477)</b>	<b>\$(57,421)</b>

In Thousands	Dec. 30, 2012	Pre-tax Activity	Tax Effect	June 30, 2013
<b>Net pension activity:</b>				
Actuarial loss	\$(76,407)	\$1,676	\$(657)	\$(75,388)
Prior service costs	(33)	8	(3)	(28)
<b>Net postretirement benefits activity:</b>				
Actuarial loss	(22,425)	1,400	(549)	(21,574)
Prior service costs	4,334	(756)	296	3,874
Foreign currency translation adjustment	5	1	0	6
<b>Total</b>	<b>\$(94,526)</b>	<b>\$2,329</b>	<b>\$(913)</b>	<b>\$(93,110)</b>

A summary of the impact on the income statement line items is as follows:

In Thousands	Net Pension Activity	Net Postretirement Benefits Activity	Total
<b>Q2 2014</b>			
Cost of sales	\$ 82	\$ 24	\$ 106
Selling, delivery and administrative expenses ("S,D&A")	349	161	510
Subtotal pre-tax	431	185	616
Income tax expense	166	73	239
Total after tax effect	\$ 265	\$ 112	\$ 377
<b>Q2 2013</b>			
Cost of sales	\$ 76	\$ 42	\$ 118
S,D&A expenses	766	280	1,046
Subtotal pre-tax	842	322	1,164
Income tax expense	330	126	456
Total after tax effect	\$ 512	\$ 196	\$ 708



---

[Table of Contents](#)

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

17. Accumulated Other Comprehensive Loss

<u>In Thousands</u>	<u>Net Pension Activity</u>	<u>Net Postretirement Benefits Activity</u>	<u>Total</u>
<u>YTD 2014</u>			
Cost of sales	\$ 155	\$ 48	\$ 203
S,D&A expenses	<u>707</u>	<u>322</u>	<u>1,029</u>
Subtotal pre-tax	862	370	1,232
Income tax expense	<u>333</u>	<u>144</u>	<u>477</u>
Total after tax effect	<u>\$ 529</u>	<u>\$ 226</u>	<u>\$ 755</u>
<u>YTD 2013</u>			
Cost of sales	\$ 152	\$ 77	\$ 229
S,D&A expenses	<u>1,532</u>	<u>567</u>	<u>2,099</u>
Subtotal pre-tax	1,684	644	2,328
Income tax expense	<u>660</u>	<u>253</u>	<u>913</u>
Total after tax effect	<u>\$1,024</u>	<u>\$ 391</u>	<u>\$1,415</u>

18. Capital Transactions

The Company has two classes of common stock outstanding, Common Stock and Class B Common Stock. The Common Stock is traded on the NASDAQ Global Select Market<sup>sm</sup> under the symbol COKE. There is no established public trading market for the Class B Common Stock. Shares of the Class B Common Stock are convertible on a share-for-share basis into shares of Common Stock at any time at the option of the holders of Class B Common Stock.

No cash dividend or dividend of property or stock other than stock of the Company, as specifically described in the Company's certificate of incorporation, may be declared and paid on the Class B Common Stock unless an equal or greater dividend is declared and paid on the Common Stock. During YTD 2014 and YTD 2013, dividends of \$.50 per share were declared and paid on both the Common Stock and Class B Common Stock.

Each share of Common Stock is entitled to one vote per share and each share of Class B Common Stock is entitled to 20 votes per share at all meetings of stockholders. Except as otherwise required by law, holders of the Common Stock and Class B Common Stock vote together as a single class on all matters brought before the Company's stockholders. In the event of liquidation, there is no preference between the two classes of common stock.

On April 29, 2008, the stockholders of the Company approved a Performance Unit Award Agreement for J. Frank Harrison, III, the Company's Chairman of the Board of Directors and Chief Executive Officer, consisting of 400,000 performance units ("Units"). Each Unit represents the right to receive one share of the Company's Class B Common Stock, subject to certain terms and conditions. The Units are subject to vesting in annual increments over a ten-year period starting in fiscal year 2009. The number of Units that vest each year equals the product of 40,000 multiplied by the overall goal achievement factor (not to exceed 100%) under the Company's Annual Bonus Plan.

---

[Table of Contents](#)

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

18. Capital Transactions

Each annual 40,000 Unit tranche has an independent performance requirement as it is not established until the Company's Annual Bonus Plan targets are approved each year by the Compensation Committee of the Board of Directors. As a result, each 40,000 Unit tranche is considered to have its own service inception date, grant-date and requisite service period. The Company's Annual Bonus Plan targets, which establish the performance requirements for the Performance Unit Award Agreement, are approved by the Compensation Committee of the Board of Directors in the first quarter of each year. The Performance Unit Award Agreement does not entitle Mr. Harrison, III to participate in dividends or voting rights until each installment has vested and the shares are issued. Mr. Harrison, III may satisfy tax withholding requirements in whole or in part by requiring the Company to settle in cash such number of Units otherwise payable in Class B Common Stock to meet the maximum statutory tax withholding requirements.

Compensation expense for the Performance Unit Award Agreement recognized in YTD 2014 was \$1.5 million, which was based upon a common stock share price of \$74.56 on June 27, 2014. Compensation expense for the Performance Unit Award Agreement recognized in YTD 2013 was \$1.2 million, which was based upon a common stock share price of \$61.15 on June 28, 2013.

On March 4, 2014 and March 5, 2013, the Compensation Committee determined that 40,000 shares of the Company's Class B Common Stock should be issued in each year pursuant to a Performance Unit Award Agreement to J. Frank Harrison, III, in connection with his services in 2013 and 2012, respectively, as Chairman of the Board of Directors and Chief Executive Officer of the Company. As permitted under the terms of the Performance Unit Award Agreement, 19,100 and 19,880 of such shares were settled in cash in 2014 and 2013, respectively, to satisfy tax withholding obligations in connection with the vesting of the performance units.

The increase in the total number of shares outstanding in YTD 2014 and YTD 2013 was due to the issuance of the 20,900 and 20,120 shares, respectively, of Class B Common Stock related to the Performance Unit Award Agreement in each year.

19. Benefit Plans

*Pension Plans*

All benefits under the primary Company-sponsored pension plan were frozen as of June 30, 2006 and no benefits have accrued to participants after this date. The Company also sponsors a pension plan for certain employees under collective bargaining agreements. Benefits under the pension plan for collectively bargained employees are determined in accordance with negotiated formulas for the respective participants. Contributions to the plans are based on actuarial determined amounts and are limited to the amounts currently deductible for income tax purposes.

---

[Table of Contents](#)Coca-Cola Bottling Co. Consolidated  
Notes to Consolidated Financial Statements (Unaudited)

## 19. Benefit Plans

In the third quarter of 2013, the Company announced a limited Lump Sum Window distribution of present valued pension benefits to terminated plan participants meeting certain criteria. The benefit election window was open during the third quarter of 2013 and benefit distributions were made during the fourth quarter of 2013. Based upon the number of plan participants electing to take a distribution, and the total amount of such distributions, the Company incurred a noncash charge of \$12.0 million in the fourth quarter of 2013 when the distributions were made in accordance with the relevant accounting standards. The reduction in the number of plan participants and the reduction of plan assets will reduce the cost of administering the pension plan in the future.

The components of net periodic pension cost (benefit) were as follows:

In Thousands	Second Quarter		First Half	
	2014	2013	2014	2013
Service cost	\$ 29	\$ 32	\$ 58	\$ 64
Interest cost	2,896	3,086	5,792	6,172
Expected return on plan assets	(3,456)	(3,547)	(6,913)	(7,094)
Amortization of prior service cost	9	4	18	8
Recognized net actuarial loss	422	838	844	1,676
Net periodic pension cost (benefit)	\$ (100)	\$ 413	\$ (201)	\$ 826

The Company did not contribute to the Company-sponsored pension plans during YTD 2014. Anticipated contributions for the two Company-sponsored pension plans will be in the range of \$5 million to \$10 million during the remainder of 2014.

*Postretirement Benefits*

The Company provides postretirement benefits for a portion of its current employees. The Company recognizes the cost of postretirement benefits, which consist principally of medical benefits, during employees' periods of active service. The Company does not pre-fund these benefits and has the right to modify or terminate certain of these benefits in the future.

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

In Thousands	Second Quarter		First Half	
	2014	2013	2014	2013
Service cost	\$ 383	\$ 413	\$ 766	\$ 826
Interest cost	825	715	1,650	1,430
Recognized net actuarial loss	563	700	1,126	1,400
Amortization of prior service cost	(378)	(378)	(756)	(756)
Net periodic postretirement benefit cost	\$1,393	\$1,450	\$2,786	\$2,900

---

[Table of Contents](#)

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

19. Benefit Plans

*401(k) Savings Plan*

The Company provides a 401(k) Savings Plan for substantially all of its full-time employees who are not part of collective bargaining agreements.

During 2013, the Company's 401(k) Savings Plan matching contribution was discretionary with the Company having the option to make matching contributions for eligible participants of up to 5% of eligible participants' contributions based on the Company's financial results for 2013 and future years. The 5% matching contribution was accrued during 2013. Based on the Company's financial results, the Company decided to match 5% of eligible participants' contributions for the entire year of 2013. The Company made this contribution payment for 2013 in the first quarter of 2014. During 2014, the Company matched the first 3.5% of participants' contributions while maintaining the option to increase the matching contributions an additional 1.5% for a total of 5%, for the Company's employees based on the financial results for 2014. The total expense for this benefit was \$4.3 million and \$3.8 million in YTD 2014 and YTD 2013, respectively.

*Multi-Employer Benefits*

The Company currently has a liability to a multi-employer pension plan related to the Company's exit from the plan in 2008. As of June 29, 2014, the Company had a liability of \$9.1 million recorded. The Company is required to make payments of approximately \$1 million each year through 2028 to this multi-employer pension plan.

Certain employees of the Company participate in a multi-employer pension plan, the Employers-Teamsters Local Union Nos. 175 and 505 Pension Fund ("the Plan"), to which the Company makes monthly contributions on behalf of such employees. The Plan was certified by the Plan's actuary as being in "critical" status for the plan year beginning January 1, 2013. As a result, the Plan adopted a "Rehabilitation Plan" effective January 1, 2015. The Company agreed and incorporated in the renewal of the collective bargaining agreement with the union, effective April 28, 2014, the Company's agreement to participate in the Rehabilitation Plan. The Company will increase its contribution rates effective January 2015 with additional increases occurring annually to support the Rehabilitation Plan.

There would likely be a withdrawal liability in the event the Company withdraws from its participation in the Plan. The Company's withdrawal liability was reported by the Plan's actuary to be \$4.5 million. The Company does not currently anticipate withdrawing from the Plan.

---

[Table of Contents](#)Coca-Cola Bottling Co. Consolidated  
Notes to Consolidated Financial Statements (Unaudited)

## 20. Related Party Transactions

The Company's business consists primarily of the production, marketing and distribution of nonalcoholic beverages of The Coca-Cola Company, which is the sole owner of the secret formulas under which the primary components (either concentrate or syrup) of its soft drink products are manufactured. As of June 29, 2014, The Coca-Cola Company had a 34.8% interest in the Company's total outstanding Common Stock, representing 5.0% of the total voting power of the Company's Common Stock and Class B Common Stock voting together as a single class. As long as The Coca-Cola Company holds the number of shares of Common Stock that it currently owns, it has the right to have its designee proposed by the Company for the nomination to the Company's Board of Directors, and J. Frank Harrison III, the Chairman of the Board and the Chief Executive Officer of the Company, and trustees of certain trusts established for the benefit of certain relatives of J. Frank Harrison, Jr., have agreed to vote their shares of the Company's Class B Common Stock which they control in favor of such designee. The Coca-Cola Company does not own any shares of Class B Common Stock of the Company.

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

In Millions	First Half	
	2014	2013
Payments by the Company for concentrate, syrup, sweetener and other purchases	\$211.2	\$205.2
Marketing funding support payments to the Company	(22.5)	(21.3)
Payments by the Company net of marketing funding support	\$188.7	\$183.9
Payments by the Company for customer marketing programs	\$ 29.3	\$ 28.9
Payments by the Company for cold drink equipment parts	4.9	4.6
Fountain delivery and equipment repair fees paid to the Company	6.4	6.1
Presence marketing funding support provided by The Coca-Cola Company on the Company's behalf	2.9	2.7
Payments to the Company to facilitate the distribution of certain brands and packages to other Coca-Cola bottlers	1.8	2.0

The Company has a production arrangement with CCR to buy and sell finished products at cost. Sales to CCR under this arrangement were \$29.5 million and \$30.7 million in YTD 2014 and YTD 2013, respectively. Purchases from CCR under this arrangement were \$27.7 million and \$21.3 million in YTD 2014 and YTD 2013, respectively. In addition, CCR distributes one of the Company's own brands (Tum-E Yummies). Total sales to CCR for this brand were \$11.8 million and \$12.3 million in YTD 2014 and YTD 2013, respectively.

On May 7, 2014, the Company and CCR entered into the Asset Purchase Agreement relating to the territory served by CCR through CCR's facilities and equipment located in Johnson City and Morristown, Tennessee. The closing of the transaction contemplated by the Asset Purchase Agreement occurred on May 23, 2014. As part of the Asset Purchase Agreement, the Company signed a Comprehensive Beverage Agreement which has a term of ten years and is renewable by the Company indefinitely for successive additional terms of ten years each unless the Comprehensive Beverage Agreement is earlier terminated as provided therein. Under the Comprehensive Beverage Agreement, the Company will make a quarterly sub-bottling payment to CCR on a continuing basis for the grant of exclusive rights to distribute, promote, market and sell the Covered

---

[Table of Contents](#)

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

20. Related Party Transactions

Beverages and Related Products in the Territory. The quarterly sub-bottling payment will be based on sales of certain beverages and beverage products that are sold under the same trademarks that identify a Covered Beverage, Related Product or certain cross-licensed brands. As of June 29, 2014, the Company has recorded a liability of \$13.0 million to reflect the estimated fair value of the contingent consideration related to the future sub-bottling payments.

Along with all other Coca-Cola bottlers in the United States, the Company is a member in Coca-Cola Bottlers' Sales and Services Company, LLC ("CCBSS"), which was formed in 2003 for the purposes of facilitating various procurement functions and distributing certain specified beverage products of The Coca-Cola Company with the intention of enhancing the efficiency and competitiveness of the Coca-Cola bottling system in the United States. CCBSS negotiates the procurement for the majority of the Company's raw materials (excluding concentrate). The Company pays an administrative fee to CCBSS for its services. Administrative fees to CCBSS for its services were \$0.2 million in both YTD 2014 and YTD 2013. Amounts due from CCBSS for rebates on raw materials were \$5.1 million, \$5.1 million and \$4.7 million as of June 29, 2014, December 29, 2013 and June 30, 2013, respectively. CCR is also a member of CCBSS.

The Company is a member of SAC, a manufacturing cooperative. SAC sells finished products to the Company and Piedmont at cost. Purchases from SAC by the Company and Piedmont for finished products were \$66.5 million and \$69.2 million in YTD 2014 and YTD 2013, respectively. The Company also manages the operations of SAC pursuant to a management agreement. Management fees earned from SAC were \$1.0 million and \$0.7 million in YTD 2014 and YTD 2013, respectively. The Company has also guaranteed a portion of debt for SAC. Such guarantee amounted to \$23.9 million as of June 29, 2014. The Company's equity investment in SAC was \$4.1 million as of June 29, 2014, December 29, 2013 and June 30, 2013 and was recorded in other assets on the Company's consolidated balance sheets.

The Company is a shareholder in two entities from which it purchases a majority of its requirements for plastic bottles. Net purchases from these entities were \$39.8 million in YTD 2014 and \$39.9 million in YTD 2013. In conjunction with the Company's participation in one of these entities, Southeastern, the Company has guaranteed a portion of the entity's debt. Such guarantee amounted to \$11.1 million as of June 29, 2014. The Company's equity investment in Southeastern was \$18.4 million, \$17.6 million and \$20.8 million as of June 29, 2014, December 29, 2013 and June 30, 2013, respectively, and was recorded in other assets on the Company's consolidated balance sheets.

The Company holds no assets as collateral against SAC or Southeastern guarantees, the fair value of which is immaterial.

The Company monitors its investments in cooperatives and would be required to write down its investment if an impairment is identified and the Company determined it to be other than temporary. No impairment of the Company's investments in cooperatives has been identified as of June 29, 2014 nor was there any impairment in 2013.

---

[Table of Contents](#)Coca-Cola Bottling Co. Consolidated  
Notes to Consolidated Financial Statements (Unaudited)

## 20. Related Party Transactions

The Company leases from Harrison Limited Partnership One (“HLP”) the Snyder Production Center (“SPC”) and an adjacent sales facility, which are located in Charlotte, North Carolina. HLP is directly and indirectly owned by trusts of which J. Frank Harrison, III, Chairman of the Board of Directors and Chief Executive Officer of the Company, and Deborah H. Everhart, a director of the Company, are trustees and beneficiaries. Morgan H. Everett, a director of the Company, is a permissible, discretionary beneficiary of the trusts that directly or indirectly own HLP. The lease expires on December 31, 2020. The principal balance outstanding under this capital lease as of June 29, 2014, December 29, 2013 and June 30, 2013 was \$21.1 million, \$22.2 million and \$23.2 million, respectively. Rental payments related to this lease were \$1.9 million and \$1.8 million in YTD 2014 and YTD 2013, respectively.

The Company leases from Beacon Investment Corporation (“Beacon”) the Company’s headquarters office facility and an adjacent office facility. The lease expires on December 31, 2021. Beacon’s majority shareholder is J. Frank Harrison, III and Morgan H. Everett is a minority shareholder. The principal balance outstanding under this capital lease as of June 29, 2014, December 29, 2013 and June 30, 2013 was \$21.8 million, \$22.9 million and \$24.0 million, respectively. Rental payments related to this lease were \$2.1 million and \$2.0 million in YTD 2014 and YTD 2013, respectively.

## 21. Net Sales by Product Category

Net sales by product category were as follows:

In Thousands	Second Quarter		First Half	
	2014	2013	2014	2013
<b>Bottle/can sales:</b>				
Sparkling beverages (including energy products)	\$287,821	\$269,893	\$542,792	\$524,366
Still beverages	<u>79,188</u>	<u>70,393</u>	<u>136,338</u>	<u>123,016</u>
Total bottle/can sales	367,009	340,286	679,130	647,382
<b>Other sales:</b>				
Sales to other Coca-Cola bottlers	45,268	44,463	82,389	84,591
Post-mix and other	<u>47,196</u>	<u>44,230</u>	<u>86,536</u>	<u>80,557</u>
Total other sales	<u>92,464</u>	<u>88,693</u>	<u>168,925</u>	<u>165,148</u>
<b>Total net sales</b>	<u>\$459,473</u>	<u>\$428,979</u>	<u>\$848,055</u>	<u>\$812,530</u>

Sparkling beverages are carbonated beverages and energy products while still beverages are noncarbonated beverages.

[Table of Contents](#)

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

22. Net Income Per Share

The following table sets forth the computation of basic net income per share and diluted net income per share under the two-class method:

In Thousands (Except Per Share Data)	Second Quarter		First Half	
	2014	2013	2014	2013
<b>Numerator for basic and diluted net income per Common Stock and Class B Common Stock share:</b>				
Net income attributable to Coca-Cola Bottling Co. Consolidated	\$13,783	\$11,229	\$16,232	\$16,091
Less dividends:				
Common Stock	1,786	1,785	3,571	3,571
Class B Common Stock	533	527	1,060	1,049
Total undistributed earnings	<u>\$11,464</u>	<u>\$ 8,917</u>	<u>\$11,601</u>	<u>\$11,471</u>
Common Stock undistributed earnings – basic	\$ 8,830	\$ 6,884	\$ 8,942	\$ 8,862
Class B Common Stock undistributed earnings – basic	2,634	2,033	2,659	2,609
Total undistributed earnings – basic	<u>\$11,464</u>	<u>\$ 8,917</u>	<u>\$11,601</u>	<u>\$11,471</u>
Common Stock undistributed earnings – diluted	\$ 8,792	\$ 6,854	\$ 8,904	\$ 8,824
Class B Common Stock undistributed earnings – diluted	2,672	2,063	2,697	2,647
Total undistributed earnings – diluted	<u>\$11,464</u>	<u>\$ 8,917</u>	<u>\$11,601</u>	<u>\$11,471</u>
<b>Numerator for basic net income per Common Stock share:</b>				
Dividends on Common Stock	\$ 1,786	\$ 1,785	\$ 3,571	\$ 3,571
Common Stock undistributed earnings – basic	8,830	6,884	8,942	8,862
Numerator for basic net income per Common Stock share	<u>\$10,616</u>	<u>\$ 8,669</u>	<u>\$12,513</u>	<u>\$12,433</u>
<b>Numerator for basic net income per Class B Common Stock share:</b>				
Dividends on Class B Common Stock	\$ 533	\$ 527	\$ 1,060	\$ 1,049
Class B Common Stock undistributed earnings – basic	2,634	2,033	2,659	2,609
Numerator for basic net income per Class B Common Stock share	<u>\$ 3,167</u>	<u>\$ 2,560</u>	<u>\$ 3,719</u>	<u>\$ 3,658</u>



---

[Table of Contents](#)

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

22. Net Income Per Share

In Thousands (Except Per Share Data)	Second Quarter		First Half	
	2014	2013	2014	2013
<b>Numerator for diluted net income per Common Stock share:</b>				
Dividends on Common Stock	\$ 1,786	\$ 1,785	\$ 3,571	\$ 3,571
Dividends on Class B Common Stock assumed converted to Common Stock	533	527	1,060	1,049
Common Stock undistributed earnings – diluted	<u>11,464</u>	<u>8,917</u>	<u>11,601</u>	<u>11,471</u>
Numerator for diluted net income per Common Stock share	<u>\$13,783</u>	<u>\$11,229</u>	<u>\$16,232</u>	<u>\$16,091</u>
<b>Numerator for diluted net income per Class B Common Stock share:</b>				
Dividends on Class B Common Stock	\$ 533	\$ 527	\$ 1,060	\$ 1,049
Class B Common Stock undistributed earnings – diluted	<u>2,672</u>	<u>2,063</u>	<u>2,697</u>	<u>2,647</u>
Numerator for diluted net income per Class B Common Stock share	<u>\$ 3,205</u>	<u>\$ 2,590</u>	<u>\$ 3,757</u>	<u>\$ 3,696</u>

[Table of Contents](#)

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

22. Net Income Per Share

In Thousands (Except Per Share Data)	Second Quarter		First Half	
	2014	2013	2014	2013
<b>Denominator for basic net income per Common Stock and Class B Common Stock share:</b>				
Common Stock weighted average shares outstanding – basic	7,141	7,141	7,141	7,141
Class B Common Stock weighted average shares outstanding – basic	2,130	2,109	2,123	2,102
<b>Denominator for diluted net income per Common Stock and Class B Common Stock share:</b>				
Common Stock weighted average shares outstanding – diluted (assumes conversion of Class B Common Stock to Common Stock)	9,311	9,290	9,304	9,283
Class B Common Stock weighted average shares outstanding – diluted	2,170	2,149	2,163	2,142
<b>Basic net income per share:</b>				
Common Stock	<u>\$ 1.49</u>	<u>\$ 1.21</u>	<u>\$ 1.75</u>	<u>\$ 1.74</u>
Class B Common Stock	<u>\$ 1.49</u>	<u>\$ 1.21</u>	<u>\$ 1.75</u>	<u>\$ 1.74</u>
<b>Diluted net income per share:</b>				
Common Stock	<u>\$ 1.48</u>	<u>\$ 1.21</u>	<u>\$ 1.74</u>	<u>\$ 1.73</u>
Class B Common Stock	<u>\$ 1.48</u>	<u>\$ 1.21</u>	<u>\$ 1.74</u>	<u>\$ 1.73</u>

NOTES TO TABLE

- (1) For purposes of the diluted net income per share computation for Common Stock, all shares of Class B Common Stock are assumed to be converted; therefore, 100% of undistributed earnings is allocated to Common Stock.
- (2) For purposes of the diluted net income per share computation for Class B Common Stock, weighted average shares of Class B Common Stock are assumed to be outstanding for the entire period and not converted.
- (3) Denominator for diluted net income per share for Common Stock and Class B Common Stock includes the dilutive effect of shares relative to the Performance Unit Award.

---

[Table of Contents](#)

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

23. Risks and Uncertainties

Approximately 88% of the Company's YTD 2014 bottle/can volume to retail customers are products of The Coca-Cola Company, which is the sole supplier of these products or of the concentrates or syrups required to manufacture these products. The remaining 12% of the Company's YTD 2014 bottle/can volume to retail customers are products of other beverage companies or those owned by the Company. The Company has beverage agreements under which it has various requirements to meet. Failure to meet the requirements of these beverage agreements could result in the loss of distribution rights for the respective product.

The Company's products are sold and distributed directly by its employees to retail stores and other outlets. During both YTD 2014 and YTD 2013, approximately 68% of the Company's bottle/can volume to retail customers was sold for future consumption, while the remaining bottle/can volume to retail customers of approximately 32% was sold for immediate consumption. The Company's largest customers, Wal-Mart Stores, Inc. and Food Lion, LLC, accounted for approximately 22% and 9%, respectively, of the Company's total bottle/can volume to retail customers in YTD 2014; and accounted for approximately 21% and 8%, respectively, of the Company's total bottle/can volume to retail customers in YTD 2013. Wal-Mart Stores, Inc. accounted for approximately 15% and 14% of the Company's total net sales during YTD 2014 and YTD 2013, respectively. No other customer represented greater than 10% of the Company's total net sales for YTD 2014 or YTD 2013.

The Company obtains all of its aluminum cans from two domestic suppliers. The Company currently obtains a majority of its plastic bottles from two domestic entities. See Note 15 and Note 20 to the consolidated financial statements for additional information.

The Company is exposed to price risk on such commodities as aluminum, corn and resin which affects the cost of raw materials used in the production of finished products. The Company both produces and procures these finished products. Examples of the raw materials affected are aluminum cans and plastic bottles used for packaging and high fructose corn syrup used as a product ingredient. Further, the Company is exposed to commodity price risk on crude oil which impacts the Company's cost of fuel used in the movement and delivery of the Company's products. The Company participates in commodity hedging and risk mitigation programs administered both by CCBSS and by the Company. In addition, there is no limit on the price The Coca-Cola Company and other beverage companies can charge for concentrate.

Certain liabilities of the Company are subject to risk due to changes in both long-term and short-term interest rates. These liabilities include floating rate debt, retirement benefit obligations and the Company's pension liability.

Approximately 6.5% of the Company's labor force is covered by collective bargaining agreements. Two collective bargaining agreements covering approximately .7% of the Company's employees expired during 2013 and the Company entered into new agreements in 2013. One collective bargaining agreement covering approximately 1% of the Company's employees expired in Q2 2014 and the Company entered into a new collective bargaining agreement in Q2 2014. One collective bargaining agreement covering approximately 4% of the Company's employees will expire during the second half of 2014.

---

[Table of Contents](#)

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

24. Supplemental Disclosures of Cash Flow Information

Changes in current assets and current liabilities affecting cash flows were as follows:

In Thousands	First Half	
	2014	2013
Accounts receivable, trade, net	\$(27,899)	\$(17,772)
Accounts receivable from The Coca-Cola Company	(12,906)	(9,593)
Accounts receivable, other	1,263	497
Inventories	(19,965)	(9,429)
Prepaid expenses and other current assets	(3,142)	1,931
Accounts payable, trade	14,995	9,500
Accounts payable to The Coca-Cola Company	29,447	22,046
Other accrued liabilities	(5,620)	(2,951)
Accrued compensation	(6,937)	(13,709)
Accrued interest payable	(112)	(62)
Increase in current assets less current liabilities (exclusive of acquisition)	\$(30,876)	\$(19,542)

**Non-cash activity**

Additions to property, plant and equipment of \$2.9 million and \$2.5 million have been accrued but not paid and are recorded in accounts payable, trade as of June 29, 2014 and June 30, 2013, respectively.

25. New Accounting Pronouncements

*Recently Adopted Pronouncements*

In July 2013, the Financial Accounting Standards Board (“FASB”) issued new guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The provisions of the new guidance were effective for fiscal years beginning after December 15, 2013. The requirements of this new guidance did not have a material impact on the Company’s consolidated financial statements.

*Recently Issued Pronouncements*

In April 2014, the FASB issued new guidance which changes the criteria for determining which disposals can be presented as discontinued operations and modifies related disclosure requirements. The new guidance is effective for annual and interim periods beginning after December 15, 2014. The impact on the Company of adopting the new guidance will depend on the nature, terms and size of business disposals completed after the effective date.

In May 2014, the FASB issued new guidance on accounting for revenue from contracts with customers. The new guidance is effective for annual and interim periods beginning after December 15, 2016. The Company is in the process of evaluating the impact of the new guidance on the Company’s consolidated financial statements.

---

[Table of Contents](#)

**Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.**

**Introduction**

The following Management’s Discussion and Analysis of Financial Condition and Results of Operations (“M,D&A”) of Coca-Cola Bottling Co. Consolidated (the “Company”) should be read in conjunction with the Company’s consolidated financial statements and the accompanying notes to the consolidated financial statements. M,D&A includes the following sections:

- Our Business and the Nonalcoholic Beverage Industry – a general description of the Company’s business and the nonalcoholic beverage industry.
- Areas of Emphasis – a summary of the Company’s key priorities.
- Overview of Operations and Financial Condition – a summary of key information and trends concerning the financial results for the second quarter of 2014 (“Q2 2014”) and the first half of 2014 (“YTD 2014”) and changes from the second quarter of 2013 (“Q2 2013”) and the first half of 2013 (“YTD 2013”).
- Discussion of Critical Accounting Policies, Estimates and New Accounting Pronouncements – a discussion of accounting policies that are most important to the portrayal of the Company’s financial condition and results of operations that require critical judgments and estimates and the expected impact of new accounting pronouncements.
- Results of Operations – an analysis of the Company’s results of operations for Q2 2014 and YTD 2014 compared to Q2 2013 and YTD 2013, respectively.
- Financial Condition – an analysis of the Company’s financial condition as of the end of Q2 2014 compared to year-end 2013 and the end of Q2 2013 as presented in the consolidated financial statements.
- Liquidity and Capital Resources – an analysis of capital resources, cash sources and uses, operating activities, investing activities, financing activities, off-balance sheet arrangements, aggregate contractual obligations and hedging activities.
- Cautionary Information Regarding Forward-Looking Statements.

The consolidated financial statements include the consolidated operations of the Company and its majority-owned subsidiaries including Piedmont Coca-Cola Bottling Partnership (“Piedmont”). The noncontrolling interest primarily consists of The Coca-Cola Company’s interest in Piedmont, which was 22.7% for all periods presented.

**Proposed Expansion of Company’s Franchised Territory**

In April 2013, the Company announced that it had signed a non-binding letter of intent (the “LOI”) with The Coca-Cola Company to expand the Company’s franchise territory to include distribution rights in parts of Tennessee and Kentucky that were served by Coca-Cola Refreshments USA, Inc. (“CCR”), a wholly owned subsidiary of The Coca-Cola Company. The Company announced on May 8, 2014 that it had signed a definitive agreement with CCR for the first phase of this proposed territory expansion, covering the Morristown and Johnson City, Tennessee territories served by CCR. The Company filed a Current Report on Form 8-K with the Securities and Exchange Commission (“SEC”) on May 8, 2014, which includes a summary description of the definitive agreement and certain exhibits to the agreement. The Company subsequently filed a Current Report on Form 8-K with the SEC on May 27, 2014, which indicated the Company had closed the transaction contemplated by the definitive agreement on May 23, 2014 and included a summary description of certain ancillary agreements entered into in connection with such closing.

---

## [Table of Contents](#)

The financial results for the Morristown and Johnson City, Tennessee territories have been included in the Company's consolidated financial statements from the acquisition date and did not have a material impact on the Company's consolidated financial results for the three and six month periods ended June, 29, 2014.

The Company is continuing to work towards a definitive agreement with The Coca-Cola Company for the remainder of the proposed franchise territory expansion described in the LOI. The Company's proxy statement for its 2014 Annual Meeting of Stockholders filed with the SEC on March 31, 2014 (the "Proxy Statement") includes a description of the LOI and the proposed franchise territory expansion and other transactions contemplated thereby under the heading "Corporate Governance – Related Person Transactions – Proposed Expansion of the Company's Franchise Territory." There is no assurance that the Company and The Coca-Cola Company will reach a definitive agreement for the remainder of the proposed franchise territory expansion and the other transactions contemplated by the LOI, or the timing of any such agreement, or that any of the additional proposed territory expansion transactions contemplated by the LOI will occur or the timing of any such transactions.

### ***Our Business and the Nonalcoholic Beverage Industry***

The Company produces, markets and distributes nonalcoholic beverages, primarily products of The Coca-Cola Company, which include some of the most recognized and popular beverage brands in the world. The Company is the largest independent bottler of products of The Coca-Cola Company in the United States, distributing these products in eleven states primarily in the Southeast. The Company also distributes several other beverage brands. These product offerings include both sparkling and still beverages. Sparkling beverages are carbonated beverages, including energy products. Still beverages are noncarbonated beverages such as bottled water, tea, ready to drink coffee, enhanced water, juices and sports drinks. The Company had full year net sales of \$1.6 billion in 2013.

The nonalcoholic beverage market is highly competitive. The Company's competitors include bottlers and distributors of nationally and regionally advertised and marketed products and private label products. In each region in which the Company operates, between 85% and 95% of sparkling beverage sales in bottles, cans and other containers are accounted for by the Company and its principal competitors, which in each region includes the local bottler of Pepsi-Cola and, in some regions, the local bottler of Dr Pepper, Royal Crown and/or 7-Up products. The sparkling beverage category (including energy products) represents approximately 80% of the Company's YTD 2014 bottle/can net sales to retail customers.

The principal methods of competition in the nonalcoholic beverage industry are point-of-sale merchandising, new product introductions, new vending and dispensing equipment, packaging changes, pricing, price promotions, product quality, retail space management, customer service, frequency of distribution and advertising. The Company believes it is competitive in its territories with respect to each of these methods.

Historically, operating results for the second quarter of the fiscal year have not been representative of results for the entire fiscal year. Business seasonality results primarily from higher unit sales of the Company's products in the second and third quarters versus the first and fourth quarters of the fiscal year. Fixed costs, such as depreciation expense, are not significantly impacted by business seasonality.

The Company performs its annual impairment test of franchise rights and goodwill as of the first day of the fourth quarter. During YTD 2014, the Company did not experience any triggering events or changes in circumstances that indicated the carrying amounts of the Company's franchise rights or goodwill exceeded fair values. As such, the Company has not recognized any impairments of franchise rights or goodwill.

## [Table of Contents](#)

Net sales by product category were as follows:

In Thousands	Second Quarter		First Half	
	2014	2013	2014	2013
<b>Bottle/can sales:</b>				
Sparkling beverages (including energy products)	\$287,821	\$269,893	\$542,792	\$524,366
Still beverages	79,188	70,393	136,338	123,016
Total bottle/can sales	367,009	340,286	679,130	647,382
<b>Other sales:</b>				
Sales to other Coca-Cola bottlers	45,268	44,463	82,389	84,591
Post-mix and other	47,196	44,230	86,536	80,557
Total other sales	92,464	88,693	168,925	165,148
<b>Total net sales</b>	<b>\$459,473</b>	<b>\$428,979</b>	<b>\$848,055</b>	<b>\$812,530</b>

### **Areas of Emphasis**

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

#### **Revenue Management**

Revenue management requires a strategy which reflects consideration for pricing of brands and packages within product categories and channels, highly effective working relationships with customers and disciplined fact-based decision-making. Revenue management has been and continues to be a key performance driver which has significant impact on the Company's results of operations.

#### **Product Innovation and Beverage Portfolio Expansion**

Innovation of both new brands and packages has been and is expected to continue to be important to the Company's overall revenue. New packaging introductions over the last several years include the 1.25-liter bottle, the 7.5-ounce sleek can and the 2-liter contour bottle for Coca-Cola products.

The Company has invested in its own brand portfolio with products such as Tum-E Yummies, a vitamin C enhanced flavored drink, and Fuel in a Bottle power shots. These brands enable the Company to participate in strong growth categories and capitalize on distribution channels that may include the Company's traditional Coca-Cola franchise territory as well as third party distributors outside the Company's traditional Coca-Cola franchise territory. While the growth prospects of Company-owned or exclusively licensed brands appear promising, the cost of developing, marketing and distributing these brands is anticipated to be significant as well.

#### **Distribution Cost Management**

Distribution costs represent the costs of transporting finished goods from Company locations to customer outlets. Total distribution costs amounted to \$102.1 million and \$99.3 million in YTD 2014 and YTD 2013, respectively. Over the past several years, the Company has focused on converting its distribution system from a conventional routing system to a predictive system. This conversion to a predictive system has allowed the Company to more efficiently handle an increasing number of products. In addition, the Company has focused on reducing fixed warehouse-related costs by consolidating warehouse space throughout the Company's territory.

---

## [Table of Contents](#)

The Company has three primary delivery systems for its current business:

- bulk delivery for large supermarkets, mass merchandisers and club stores;
- advanced sales delivery for convenience stores, drug stores, small supermarkets and certain on-premise accounts; and
- full service delivery for its full service vending customers.

Distribution cost management will continue to be a key area of emphasis for the Company.

### *Productivity*

A key driver in the Company's selling, delivery and administrative ("S,D&A") expense management relates to ongoing improvements in labor productivity and asset productivity.

### *Overview of Operations and Financial Condition*

The following items affect the comparability of the financial results presented below:

#### Q2 2014 and YTD 2014

- a \$0.1 million and a \$0.9 million pre-tax favorable mark-to-market adjustment to cost of sales related to the Company's 2014 commodity hedging program in Q2 2014 and YTD 2014; and
- \$3.1 million and \$5.1 million recorded in S,D&A expenses (pre-tax) related to the Company's franchise territory expansion in Q2 2014 and YTD 2014.

#### Q2 2013 and YTD 2013

- a \$0.5 million pre-tax unfavorable mark-to-market adjustment to cost of sales related to the Company's 2013 commodity hedging program in YTD 2013;
- \$1.1 million and \$1.6 million recorded in S,D&A expenses (pre-tax) related to the Company's franchise territory expansion in Q2 2013 and YTD 2013; and
- a \$0.4 million decrease to income tax expense related to the American Taxpayer Relief Act in the first quarter of 2013.



## Table of Contents

The following overview provides a summary of key information concerning the Company's financial results for Q2 2014 and YTD 2014 compared to Q2 2013 and YTD 2013.

In Thousands (Except Per Share Data)	Second Quarter			%
	2014	2013	Change	Change
Net sales	\$459,473	\$428,979	\$30,494	7.1
Cost of sales	273,953	258,664	15,289	5.9
Gross margin	185,520	170,315	15,205	8.9
S,D&A expenses	154,256	143,416	10,840	7.6
Income from operations	31,264	26,899	4,365	16.2
Interest expense, net	7,343	7,409	(66)	(0.9)
Income before taxes	23,921	19,490	4,431	22.7
Income tax expense	8,589	7,354	1,235	16.8
Net income	15,332	12,136	3,196	26.3
Net income attributable to the Company	13,783	11,229	2,554	22.7
<b>Basic net income per share:</b>				
Common Stock	\$ 1.49	\$ 1.21	\$ .28	23.1
Class B Common Stock	\$ 1.49	\$ 1.21	\$ .28	23.1
<b>Diluted net income per share:</b>				
Common Stock	\$ 1.48	\$ 1.21	\$ .27	22.3
Class B Common Stock	\$ 1.48	\$ 1.21	\$ .27	22.3
In Thousands (Except Per Share Data)	First Half			%
	2014	2013	Change	Change
Net sales	\$848,055	\$812,530	\$35,525	4.4
Cost of sales	506,202	488,516	17,686	3.6
Gross margin	341,853	324,014	17,839	5.5
S,D&A expenses	298,473	281,627	16,846	6.0
Income from operations	43,380	42,387	993	2.3
Interest expense, net	14,566	14,788	(222)	(1.5)
Income before taxes	28,814	27,599	1,215	4.4
Income tax expense	10,381	9,794	587	6.0
Net income	18,433	17,805	628	3.5
Net income attributable to the Company	16,232	16,091	141	0.9
<b>Basic net income per share:</b>				
Common Stock	\$ 1.75	\$ 1.74	\$ .01	0.6
Class B Common Stock	\$ 1.75	\$ 1.74	\$ .01	0.6
<b>Diluted net income per share:</b>				
Common Stock	\$ 1.74	\$ 1.73	\$ .01	0.6
Class B Common Stock	\$ 1.74	\$ 1.73	\$ .01	0.6

The Company's net sales increased 7.1% in Q2 2014 compared to Q2 2013. The increase in net sales in Q2 2014 compared to Q2 2013 was primarily due to a 5.3% increase in bottle/can volume to retail customers and a 2.1% increase in bottle/can sales price per unit to retail customers. The Company's net sales increased 4.4% in YTD 2014 compared to YTD 2013. The increase in net sales in YTD 2014 compared to YTD 2013 was primarily due to a 3.6% increase in bottle/can volume to retail customers and a 1.4% increase in bottle/can sales price per unit to retail customers. The increases in bottle/can volume to retail customers were primarily due to increases in all beverage categories. Bottle/can sales to retail customers price per unit

---

## Table of Contents

increases were primarily due to a sales price increase in sparkling beverages. Bottle/can volume to retail customers increases in Q2 2014 and YTD 2014 compared to Q2 2013 and YTD 2013 due to the Morristown and Johnson City territories acquisition were 1.2% and 0.6%, respectively. The Company's bottle/can volume to retail customers was impacted by cooler and wetter than normal weather in most of the Company's territories during the first and second quarters of 2013.

Gross margin dollars increased 8.9% in Q2 2014 compared to Q2 2013. The Company's gross margin percentage increased to 40.4% in Q2 2014 compared to 39.7% in Q2 2013. Gross margin dollars increased 5.5% in YTD 2014 compared to YTD 2013. The Company's gross margin percentage increased to 40.3% in YTD 2014 compared to 39.9% in YTD 2013. The increases in gross margin percentage were primarily due to higher sales price per unit to retail customers.

S,D&A expenses increased 7.6% in Q2 2014 from Q2 2013. The increase in S,D&A expenses in Q2 2014 from Q2 2013 was attributable primarily to increased employee salaries and wages including bonuses and incentives and increased expenses related to the Company's franchise territory expansion. S,D&A expenses increased 6.0% in YTD 2014 from YTD 2013. The increase in S,D&A expenses in YTD 2014 from YTD 2013 was attributable primarily to increased employee salaries and wages including bonuses and incentives, increased expenses related to the Company's franchise territory expansion, increased marketing expenses and increased property and casualty insurance expense.

Net interest expense decreased 1.5% in YTD 2014 compared to YTD 2013. The decrease in interest expense was due to lower average borrowings on the Company's \$200 million five-year unsecured revolving credit facility ("200 million facility") and lower interest expense on capital leases. The Company's overall weighted average interest rate on its debt and capital lease obligations increased to 5.8% during YTD 2014 from 5.7% during YTD 2013.

Income tax expense increased 6.0% in YTD 2014 as compared to YTD 2013. The increase to income tax expense was primarily due to a reduction of \$0.4 million in YTD 2013 associated with the American Taxpayer Relief Act enacted on January 2, 2013.

Net debt and capital lease obligations were summarized as follows:

<u>In Thousands</u>	<u>June 29,</u> <u>2014</u>	<u>Dec. 29,</u> <u>2013</u>	<u>June 30,</u> <u>2013</u>
Debt	\$453,661	\$398,566	\$448,475
Capital lease obligations	62,063	64,989	67,463
Total debt and capital lease obligations	515,724	463,555	515,938
Less: Cash and cash equivalents	22,874	11,761	25,725
Total net debt and capital lease obligations <sup>(1)</sup>	\$492,850	\$451,794	\$490,213

- (1) The non-GAAP measure "Total net debt and capital lease obligations" is used to provide investors with additional information which management believes is helpful in the evaluation of the Company's capital structure and financial leverage. This non-GAAP financial information is not presented elsewhere in this report and may not be comparable to the similarly titled measures used by other companies. Additionally, this information should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP.

---

[Table of Contents](#)

**Discussion of Critical Accounting Policies, Estimates and New Accounting Pronouncements**

**Critical Accounting Policies and Estimates**

In the ordinary course of business, the Company has made a number of estimates and assumptions relating to the reporting of results of operations and financial position in the preparation of its consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ significantly from those estimates under different assumptions and conditions. The Company included in its Annual Report on Form 10-K for the year ended December 29, 2013 a discussion of the Company's most critical accounting policies, which are those most important to the portrayal of the Company's financial condition and results of operations and require management's most difficult, subjective and complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain.

The Company did not make changes in any critical accounting policies during YTD 2014. Any changes in critical accounting policies and estimates are discussed with the Audit Committee of the Board of Directors of the Company during the quarter in which a change is made.

**New Accounting Pronouncements**

**Recently Adopted Pronouncements**

In July 2013, the Financial Accounting Standards Board ("FASB") issued new guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The provisions of the new guidance were effective for fiscal years beginning after December 15, 2013. The requirements of this new guidance did not have a material impact on the Company's consolidated financial statements.

**Recently Issued Pronouncements**

In April 2014, the FASB issued new guidance which changes the criteria for determining which disposals can be presented as discontinued operations and modifies related disclosure requirements. The new guidance is effective for annual and interim periods beginning after December 15, 2014. The impact on the Company of adopting the new guidance will depend on the nature, terms and size of business disposals completed after the effective date.

In May 2014, the FASB issued new guidance on accounting for revenue from contracts with customers. The new guidance is effective for annual and interim periods beginning after December 15, 2016. The Company is in the process of evaluating the impact of the new guidance on the Company's consolidated financial statements.

---

[Table of Contents](#)

**Results of Operations**

***Q2 2014 Compared to Q2 2013 and YTD 2014 Compared to YTD 2013***

**Net Sales**

Net sales increased \$30.5 million, or 7.1%, to \$459.5 million in Q2 2014 compared to \$429.0 million in Q2 2013. Net sales increased \$35.5 million, or 4.4% to \$848.0 million in YTD 2014 compared to \$812.5 million in YTD 2013.

The increase in net sales for Q2 2014 compared to Q2 2013 was principally attributable to the following:

<u>Q2 2014</u> (In Millions)	<u>Attributable to:</u>
\$ 18.2	5.3% increase in bottle/can volume to retail customers due to a volume increase in all beverage categories
7.4	2.1% increase in bottle/can sales price per unit to retail customers primarily due to an increase in sparkling beverages sales price per unit
2.5	Increase in freight revenue
1.6	3.7% increase in sales price per unit of sales to other Coca-Cola bottlers primarily due to a higher percentage of energy products which have higher sales prices than other sparkling beverages
0.8	3.5% increase in post-mix sales price per unit
0.7	Increase in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
0.5	2.4% increase in post-mix sales volume
(1.2)	Other
<u>\$ 30.5</u>	Total increase in net sales

The increase in net sales for YTD 2014 compared to YTD 2013 was principally attributable to the following:

<u>YTD 2014</u> (In Millions)	<u>Attributable to:</u>
\$ 23.5	3.6% increase in bottle/can volume to retail customers due to a volume increase in all beverage categories
9.1	1.4% increase in bottle/can sales price per unit to retail customers primarily due to an increase in sparkling beverages sales price per unit
4.5	Increase in freight revenue
(4.4)	5.1% decrease in sales volume to other Coca-Cola bottlers primarily due to volume decreases in the sparkling beverage category excluding energy products
2.2	2.7% increase in sales price per unit of sales to other Coca-Cola bottlers primarily due to a change in product mix as energy products and still beverages have higher sales prices per unit than sparkling beverages excluding energy products
1.4	3.3% increase in post-mix sales price per unit
(0.8)	Decrease in sales of the Company's own brand portfolio (primarily Tum-E Yummies)
<u>\$ 35.5</u>	Total increase in net sales

The Company's bottle/can volume was impacted by cooler and wetter than normal weather in most of the Company's territories during YTD 2013. Bottle/can volume to retail customers increases in Q2 2014 and YTD 2014 compared to Q2 2013 and YTD 2013 due to the Morristown and Johnson City territories acquisition were 1.2% and 0.6%, respectively.

---

## Table of Contents

In YTD 2014, the Company's bottle/can sales to retail customers accounted for 80% of the Company's total net sales. Bottle/can net pricing is based on the invoice price charged to customers reduced by promotional allowances. Bottle/can net pricing per unit is impacted by the price charged per package, the volume generated in each package and the channels in which those packages are sold.

Product category sales volume in Q2 2014 and Q2 2013 and YTD 2014 and YTD 2013 as a percentage of total bottle/can sales volume to retail customers and the percentage change by product category was as follows:

Product Category	Bottle/Can Sales Volume		Bottle/Can Sales Volume
	Q2 2014	Q2 2013	% Increase
Sparkling beverages (including energy products)	77.7%	79.6%	2.8
Still beverages	22.3%	20.4%	15.1
Total bottle/can sales volume	100.0%	100.0%	5.3

Product Category	Bottle/Can Sales Volume		Bottle/Can Sales Volume
	YTD 2014	YTD 2013	% Increase
Sparkling beverages (including energy products)	79.6%	81.4%	1.3
Still beverages	20.4%	18.6%	13.7
Total bottle/can sales volume	100.0%	100.0%	3.6

The Company's products are sold and distributed through various channels. They include selling directly to retail stores and other outlets such as food markets, institutional accounts and vending machine outlets. During both YTD 2014 and YTD 2013, approximately 68% of the Company's bottle/can volume to retail customers was sold for future consumption, while the remaining bottle/can volume to retail customers of approximately 32% was sold for immediate consumption. The Company's largest customer, Wal-Mart Stores, Inc., accounted for approximately 22% and 21% of the Company's total bottle/can volume to retail customers during YTD 2014 and YTD 2013, respectively. The Company's second largest customer, Food Lion, LLC, accounted for approximately 9% and 8% of the Company's total bottle/can volume to retail customers during YTD 2014 and YTD 2013, respectively. All of the Company's beverage sales are to customers in the United States.

The Company recorded delivery fees in net sales of \$3.1 million in both YTD 2014 and YTD 2013. These fees are used to offset a portion of the Company's delivery and handling costs.

### Cost of Sales

Cost of sales includes the following: raw material costs, manufacturing labor, manufacturing overhead including depreciation expense, manufacturing warehousing costs and shipping and handling costs related to the movement of finished goods from manufacturing locations to sales distribution centers.

Cost of sales increased 5.9%, or \$15.3 million, to \$274.0 million in Q2 2014 compared to \$258.7 million in Q2 2013. Cost of sales increased 3.6%, or \$17.7 million, to \$506.2 million in YTD 2014 compared to \$488.5 million in YTD 2013.

---

## Table of Contents

The increase in cost of sales for Q2 2014 compared to Q2 2013 was principally attributable to the following:

<u>Q2 2014</u>	<u>Attributable to:</u>
(In Millions)	
\$ 10.8	5.3% increase in bottle/can volume to retail customers due to a volume increase in all beverage categories
2.3	Increase in freight cost of sales
1.7	Increase in raw material costs per unit and increased purchases of finished products
1.4	Increase in cost of sales to other Coca-Cola bottlers primarily due to a higher percentage of energy products which have higher cost per unit than other sparkling beverages
(1.1)	Increase in marketing funding support received primarily from The Coca-Cola Company
0.6	Increase in manufacturing labor costs
0.3	2.4% increase in post-mix sales volume
(0.3)	Decrease in cost due to the Company's commodity hedging program
(0.1)	Decrease in cost of sales of the Company's own brand portfolio (primarily Tum-E Yummies)
(0.3)	Other
<u>\$ 15.3</u>	<u>Total increase in cost of sales</u>

The increase in cost of sales for YTD 2014 compared to YTD 2013 was principally attributable to the following:

<u>YTD 2014</u>	<u>Attributable to:</u>
(In Millions)	
\$ 13.9	3.6% increase in bottle/can volume to retail customers due to a volume increase in all beverage categories
4.2	Increase in freight cost of sales
(4.2)	5.1% decrease in sales volume to other Coca-Cola bottlers primarily due to volume decreases in the sparkling beverage category excluding energy products
4.2	Increase in raw material costs per unit and increased purchases of finished products
2.2	Increase in cost of sales to other Coca-Cola bottlers primarily due to a higher percentage of energy products and still beverages which have higher costs per unit than sparkling beverages excluding energy products
(1.7)	Decrease in cost due to the Company's commodity hedging program
(1.6)	Increase in marketing funding support received primarily from The Coca-Cola Company
1.0	Increase in manufacturing labor costs
(1.0)	Decrease in cost of sales of the Company's own brand portfolio (primarily Tum-E Yummies)
0.7	Other
<u>\$ 17.7</u>	<u>Total increase in cost of sales</u>

The following inputs represent a substantial portion of the Company's total cost of sales: (1) sweeteners, (2) packaging materials, including plastic bottles and aluminum cans, and (3) finished products purchased from other vendors. The Company anticipates that the costs of some of the underlying commodities related to these inputs will have a smaller increase in 2014 compared to 2013.

Since 2008, the Company has been purchasing concentrate from The Coca-Cola Company for all sparkling beverages for which the Company purchases concentrate from The Coca-Cola Company under an incidence-based pricing arrangement and has not purchased concentrates at standard concentrate prices as was the Company's practice in prior years. During the two-year term of a new incidence-based pricing agreement that

---

## [Table of Contents](#)

the Company entered into with The Coca-Cola Company in December 2013 that began January 1, 2014 and will end on December 31, 2015, the pricing of such concentrate will continue to be governed by the incidence-based pricing model rather than the other agreements that the Company has with The Coca-Cola Company. Under the incidence-based pricing model, the concentrate price The Coca-Cola Company charges is impacted by a number of factors, including the incidence rate in effect, the Company's pricing and sales of finished products, the channels in which the finished products are sold and package mix.

The Company relies extensively on advertising and sales promotion in the marketing of its products. The Coca-Cola Company and other beverage companies that supply concentrates, syrups and finished products to the Company make substantial marketing and advertising expenditures to promote sales in the local territories served by the Company. The Company also benefits from national advertising programs conducted by The Coca-Cola Company and other beverage companies. Certain marketing expenditures by The Coca-Cola Company and other beverage companies are made pursuant to annual arrangements. Although The Coca-Cola Company has advised the Company that it intends to continue to provide marketing funding support, it is not obligated to do so under the Company's Beverage Agreements. Significant decreases in marketing funding support from The Coca-Cola Company or other beverage companies could adversely impact operating results of the Company in the future.

Total marketing funding support from The Coca-Cola Company and other beverage companies, which includes direct payments to the Company and payments to customers for marketing programs, was \$14.4 million for Q2 2014 compared to \$13.3 million for Q2 2013. Total marketing funding support from The Coca-Cola Company and other beverage companies, which includes direct payments to the Company and payments to customers for marketing programs, was \$26.8 million for YTD 2014 compared to \$25.2 million for YTD 2013.

### **Gross Margin**

Gross margin dollars increased 8.9%, or \$15.2 million, to \$185.5 million in Q2 2014 compared to \$170.3 million in Q2 2013. Gross margin as a percentage of net sales increased to 40.4% for Q2 2014 from 39.7% for Q2 2013. Gross margin dollars increased 5.5%, or \$17.8 million, to \$341.8 million in YTD 2014 compared to \$324.0 million in YTD 2013. Gross margin as a percentage of net sales increased to 40.3% for YTD 2014 from 39.9% for YTD 2013.

---

## Table of Contents

The increase in gross margin dollars for Q2 2014 compared to Q2 2013 was principally attributable to the following:

<u>Q2 2014</u>	<u>Attributable to:</u>
(In Millions)	
\$ 7.4	5.3% increase in bottle/can volume to retail customers due to a volume increase in all beverage categories
7.4	2.1% increase in bottle/can sales price per unit to retail customers primarily due to an increase in sparkling beverages sales price per unit
(1.7)	Increase in raw material costs per unit and increased purchases of finished products
1.6	3.7% increase in sales price per unit of sales to other Coca-Cola bottlers primarily due to a higher percentage of energy products which have higher sales prices than other sparkling beverages
(1.4)	Increase in cost of sales to other Coca-Cola bottlers primarily due to a higher percentage of energy products which have higher costs per unit than other sparkling beverages
1.1	Increase in marketing funding support received primarily from The Coca-Cola Company
0.8	Increase in gross margin from sales of the Company's own brand portfolio (primarily Tum-E Yummies)
0.8	3.5% increase in post-mix sales price per unit
(0.6)	Increase in manufacturing labor costs
0.3	Decrease in cost due to the Company's commodity hedging program
0.2	2.4% increase in post-mix sales volume
0.2	Increase in freight gross margin
(0.9)	Other
<u>\$ 15.2</u>	Total increase in gross margin



---

## Table of Contents

The increase in gross margin dollars for YTD 2014 compared to YTD 2013 was principally attributable to the following:

<u>YTD 2014</u> (In Millions)	<u>Attributable to:</u>
\$ 9.6	3.6% increase in bottle/can volume to retail customers due to a volume increase in all beverage categories
9.1	1.4% increase in bottle/can sales price per unit to retail customers primarily due to an increase in sparkling beverages sales price per unit
(4.2)	Increase in raw material costs per unit and increased purchases of finished products
(2.2)	Increase in cost of sales to other Coca-Cola bottlers primarily due to a higher percentage of energy products and still beverages which have higher costs per unit than sparkling beverages excluding energy products
2.2	2.7% increase in sales price per unit of sales to other Coca-Cola bottlers primarily due to a change in product mix as energy and still beverages have higher sales prices per unit than sparkling beverages excluding energy products
1.7	Decrease in cost due to the Company's commodity hedging program
1.6	Increase in marketing funding support received primarily from The Coca-Cola Company
1.4	3.3% increase in post-mix sales price per unit
(1.0)	Increase in manufacturing labor costs
0.3	Increase in freight gross margin
0.2	Increase in gross margin from sales of the Company's own brand portfolio (primarily Tum-E Yummies)
(0.2)	5.1% decrease in sales volume to other Coca-Cola bottlers primarily due to volume decreases in the sparkling beverage category excluding energy products
(0.7)	Other
<u>\$ 17.8</u>	Total increase in gross margin

The increases in gross margin percentage were primarily due to higher sales price per unit to retail customers.

The Company's gross margins may not be comparable to other peer companies, since some of them include all costs related to their distribution network in cost of sales. The Company includes a portion of these costs in S,D&A expenses.

### S,D&A Expenses

S,D&A expenses include the following: sales management labor costs, distribution costs from sales distribution centers to customer locations, sales distribution center warehouse costs, depreciation expense related to sales centers, delivery vehicles and cold drink equipment, point-of-sale expenses, advertising expenses, cold drink equipment repair costs, amortization of intangibles and administrative support labor and operating costs such as treasury, legal, information services, accounting, internal control services, human resources and executive management costs.

S,D&A expenses increased by \$10.8 million, or 7.6%, to \$154.2 million in Q2 2014 from \$143.4 million in Q2 2013. S,D&A expenses as a percentage of net sales increased to 33.6% in Q2 2014 from 33.4% in Q2 2013. S,D&A expenses increased by \$16.8 million, or 6.0%, to \$298.4 million in YTD 2014 from \$281.6 million in YTD 2013. S,D&A expenses as a percentage of net sales increased to 35.2% in YTD 2014 from 34.7% in YTD 2013.

---

## Table of Contents

The increase in S,D&A expenses for Q2 2014 compared to Q2 2013 was principally attributable to the following:

<u>Q2 2014</u>	<u>Attributable to:</u>
(In Millions)	
\$ 3.9	Increase in bonus expense, incentive expense and other performance pay initiatives due to the Company's financial performance
2.3	Increase in employee salaries excluding bonus and incentives due to normal salary increases and additional personnel
2.0	Increase in expenses related to the Company's completed and proposed franchise territory expansion, primarily professional fees related to due diligence and consulting fees related to infrastructure
0.3	Increase in employee benefit costs primarily due to increased medical insurance expense partially offset by pension benefit
0.3	Increase in fuel costs related to the movement of finished goods from sales distribution centers to customer locations
0.3	Increase in depreciation and amortization expense for property, plant and equipment primarily related to additional capital investments
1.7	Other
<u>\$ 10.8</u>	Total increase in S,D&A expenses

The increase in S,D&A expenses for YTD 2014 compared to YTD 2013 was principally attributable to the following:

<u>YTD 2014</u>	<u>Attributable to:</u>
(In Millions)	
\$ 3.5	Increase in expenses related to the Company's completed and proposed franchise territory expansion, primarily professional fees related to due diligence and consulting fees related to infrastructure
3.3	Increase in bonus expense, incentive expense and other performance pay initiatives due to the Company's financial performance
3.2	Increase in employee salaries excluding bonus and incentives due to normal salary increases and additional personnel
1.5	Increase in marketing expense primarily due to increased spending for marketing promotional items and media sponsorships
1.1	Increase in property and casualty insurance expense primarily due to an increase in auto insurance claims
0.7	Decrease in gain on sales of property, plant and equipment (gain on sale of a distribution facility in 2013 that was no longer utilized)
0.4	Increase in employee benefit costs primarily due to increased medical insurance expense partially offset by pension benefit
3.1	Other
<u>\$ 16.8</u>	Total increase in S,D&A expenses

Shipping and handling costs related to the movement of finished goods from manufacturing locations to sales distribution centers are included in cost of sales. Shipping and handling costs related to the movement of finished goods from sales distribution centers to customer locations are included in S,D&A expenses and totaled \$102.1 million and \$99.3 million in YTD 2014 and YTD 2013, respectively.

---

## [Table of Contents](#)

The Company's expense recorded in S,D&A expenses related to the two Company-sponsored pension plans decreased by \$0.8 million to a benefit of \$0.1 million in YTD 2014 from an expense of \$0.7 million in YTD 2013.

The Company provides a 401(k) Savings Plan for substantially all of its full-time employees who are not part of collective bargaining agreements. During 2013, the Company's 401(k) Savings Plan matching contribution was discretionary with the Company having the option to make matching contributions for eligible participants of up to 5% of eligible participants' contributions based on the Company's financial results for 2013. The 5% matching contribution was accrued during 2013. Based on the Company's financial results, the Company decided to match 5% of eligible participants' contributions for the entire year of 2013. The Company made this contribution payment for 2013 in the first quarter of 2014. During 2014, the Company will match the first 3.5% of participants' contributions while maintaining the option to increase the matching contributions an additional 1.5% for a total of 5% for the Company's employees based on the financial results for 2014. The total expense for this benefit recorded in S,D&A expenses was \$3.7 million and \$3.4 million in YTD 2014 and YTD 2013, respectively.

Certain employees of the Company participate in a multi-employer pension plan, the Employers-Teamsters Local Union Nos. 175 and 505 Pension Fund ("the Plan"), to which the Company makes monthly contributions on behalf of such employees. The Plan was certified by the Plan's actuary as being in "critical" status for the plan year beginning January 1, 2013. As a result, the Plan adopted a "Rehabilitation Plan" effective January 1, 2015. The Company agreed and incorporated in the renewal of the collective bargaining agreement with the union, effective April 28, 2014, the Company's agreement to participate in the Rehabilitation Plan. The Company will increase its contribution rates effective January 2015 with additional increases occurring annually to support the Rehabilitation Plan.

There would likely be a withdrawal liability in the event the Company withdraws from its participation in the Plan. The Company's withdrawal liability was reported by the Plan's actuary to be \$4.5 million. The Company does not currently anticipate withdrawing from the Plan.

### **Interest Expense**

Net interest expense decreased .9% in Q2 2014 compared to Q2 2013. Net interest expense decreased 1.5% in YTD 2014 compared to YTD 2013. The decreases were primarily due to lower average borrowings on the Company's \$200 million facility and lower interest expense on capital leases. The Company's overall weighted average interest rate on its debt and capital lease obligations increased to 5.8% during YTD 2014 from 5.7% during YTD 2013.

### **Income Taxes**

The Company's effective tax rate, as calculated by dividing income tax expense by income before income taxes, for YTD 2014 and YTD 2013 was 36.0% and 35.5%, respectively. The Company's effective tax rate, as calculated by dividing income tax expense by income before income taxes minus net income attributable to noncontrolling interest, for YTD 2014 and YTD 2013 was 39.0% and 37.8%, respectively. The increase in the effective tax rate for YTD 2014 resulted primarily from certain favorable tax provisions in YTD 2013 associated with the American Taxpayer Relief Act enacted on January 2, 2013.

The Company's income tax assets and liabilities are subject to adjustment in future periods based on the Company's ongoing evaluations of such assets and liabilities and new information that becomes available to the Company.

---

## [Table of Contents](#)

The Company's effective tax rate for the remainder of 2014 is dependent upon the results of operations and may change if the results in 2014 are different from current expectations.

### **Noncontrolling Interest**

The Company recorded net income attributable to noncontrolling interest of \$2.2 million and \$1.7 million in YTD 2014 and YTD 2013, respectively, related to the portion of Piedmont owned by The Coca-Cola Company.

### ***Financial Condition***

Total assets increased to \$1.38 billion at June 29, 2014, from \$1.28 billion at December 29, 2013 primarily due to increases in cash and cash equivalents, accounts receivables, inventories, property, plant and equipment, net and other identifiable intangible assets.

Net working capital, defined as current assets less current liabilities, increased by \$46.9 million to \$77.3 million at June 29, 2014 from December 29, 2013 and increased by \$5.8 million at June 29, 2014 from June 30, 2013.

Significant changes in net working capital from December 29, 2013 were as follows:

- An increase in cash and cash equivalents of \$11.1 million primarily due to borrowings from the Company's \$200 million facility.
- An increase in accounts receivable, trade of \$27.9 million primarily due to normal seasonal increase in sales and June sales accounts receivable from acquired franchise territories.
- An increase in accounts receivable from and an increase in accounts payable to The Coca-Cola Company of \$12.9 million and \$29.4 million, respectively, primarily due to the timing of payments.
- An increase in inventories of \$21.3 million primarily due to normal seasonal increase in sales and acquired inventories from new territories.
- An increase in accounts payable trade of \$10.7 million primarily due to normal seasonal increases in purchases and timing of payments.
- A decrease in accrued compensation of \$7.2 million primarily due to the payment of bonuses in March 2014.
- A decrease in other accrued liabilities of \$4.5 million primarily due to the payment of the accrued 401(k) Savings Plan 2013 matching contribution in early 2014.

Significant changes in net working capital from June 30, 2013 were as follows:

- An increase in accounts receivable, trade of \$12.2 million primarily due to the timing of payments and June sales accounts receivable from acquired franchise territories.
- An increase in accounts receivable from and an increase in accounts payable to The Coca-Cola Company of \$5.6 million and \$5.4 million, respectively, primarily due to the timing of payments.
- An increase in inventories of \$8.0 million primarily due to increased sales and acquired inventories from new territories.
- An increase in accrued compensation of \$5.9 million primarily due to the funding of the second semi-monthly June payroll in the third quarter of 2014 and increased bonus accrual due to the Company's financial performance.

Debt and capital lease obligations were \$515.7 million as of June 29, 2014 compared to \$463.6 million as of December 29, 2013 and \$515.9 million as of June 30, 2013. Debt and capital lease obligations as of June 29, 2014 included \$62.1 million of capital lease obligations related primarily to Company facilities.

---

[Table of Contents](#)

**Liquidity and Capital Resources**

**Capital Resources**

The Company's available sources of capital include cash flows from operations, available credit facility balances and the issuance of debt and equity securities. Historically, operating results for the second quarter of the fiscal year have not been representative of results for the entire fiscal year. Business seasonality results primarily from higher unit sales of the Company's products in the second and third quarter versus the first and fourth quarters of the fiscal year. Management believes the Company has sufficient resources available to finance its business plan, meet its working capital requirements and maintain an appropriate level of capital spending for at least the next 12 months. The amount and frequency of future dividends will be determined by the Company's Board of Directors in light of the earnings and financial condition of the Company at such time, and no assurance can be given that dividends will be declared in the future.

As of June 29, 2014, the Company had \$140 million available under the \$200 million facility to meet its cash requirements. The \$200 million facility has a scheduled maturity date of September 21, 2016 and up to \$25 million is available for the issuance of letters of credit. Borrowings under the agreement bear interest at a floating base rate or a floating Eurodollar rate plus an interest rate spread, dependent on the Company's credit rating at the time of borrowing. The Company must pay an annual facility fee of .175% of the lenders' aggregate commitments under the facility. The \$200 million facility contains two financial covenants: a cash flow/fixed charges ratio ("fixed charges coverage ratio") and a funded indebtedness/cash flow ratio ("operating cash flow ratio"), each as defined in the credit agreement. The fixed charges coverage ratio requires the Company to maintain a consolidated cash flow to fixed charges ratio of 1.5 to 1.0 or higher. The operating cash flow ratio requires the Company to maintain a debt to operating cash flow ratio of 6.0 to 1.0 or lower. The Company is currently in compliance with these covenants. These covenants do not currently, and the Company does not anticipate they will, restrict its liquidity or capital resources. The Company currently believes that all of the banks participating in the \$200 million facility have the ability to and will meet any funding requests from the Company.

The Company has \$100 million of senior notes which mature in April 2015. The Company currently expects to use borrowings under the \$200 million facility to repay the notes when due and, accordingly, has classified all the \$100 million Senior Notes due April 2015 as long-term.

The Company has an agreement for an uncommitted line of credit under which the Company may borrow up to a total of \$20 million for periods of 7 days, 30 days, 60 days or 90 days at the discretion of the participating bank.

The Company has obtained the majority of its long-term financing, other than capital leases, from public markets. As of June 29, 2014, \$373.7 million of the Company's total outstanding balance of debt and capital lease obligations of \$515.7 million was financed through publicly offered debt. The Company had capital lease obligations of \$62.1 million as of June 29, 2014. As of June 29, 2014, the Company had \$60.0 million and \$20.0 million outstanding on the \$200 million facility and the Company's uncommitted line of credit, respectively.

**Cash Sources and Uses**

The primary sources of cash for the Company in YTD 2014 and YTD 2013 have been provided by operating activities and available credit facilities. The primary uses of cash in YTD 2014 were for capital expenditures, the payment of debt and capital lease obligations, dividend payments, income tax payments, acquisition of new territories and funding working capital. The primary uses of cash in YTD 2013 were for capital expenditures, the payment of debt and capital lease obligations, dividend payments, income tax payments and funding working capital.

## [Table of Contents](#)

A summary of activity for YTD 2014 and YTD 2013 follows:

In Millions	First Half	
	2014	2013
<b>Cash Sources</b>		
Cash provided by operating activities (excluding income tax and pension payments)	\$ 31.3	\$33.1
Proceeds from \$200 million facility	75.0	55.0
Proceeds from the sale of property, plant and equipment	1.1	5.7
Total cash sources	<u>\$107.4</u>	<u>\$93.8</u>
<b>Cash Uses</b>		
Capital expenditures	\$ 37.0	\$33.1
Acquisition of new territories	12.2	—
Payment on \$200 million facility	20.0	30.0
Payment on capital lease obligations	2.9	2.6
Dividends	4.6	4.6
Income tax payments	19.5	8.1
Other	.1	.1
Total cash uses	<u>\$ 96.3</u>	<u>\$78.5</u>
Increase in cash	<u>\$ 11.1</u>	<u>\$15.3</u>

Based on current projections, which include a number of assumptions such as the Company's pre-tax earnings, the Company anticipates its cash requirements for income taxes will be between \$10 million and \$17 million for the remainder of 2014. This projection does not include any anticipated cash income tax requirements due resulting from further expansion of the Company's franchise territory in 2014.

### **Operating Activities**

During YTD 2014, cash flow from operating activities decreased \$13.3 million compared to YTD 2013. The decrease was primarily due to \$11.4 million in additional income tax payments in YTD 2014 compared to YTD 2013 and \$10.5 million additional increase in inventories for YTD 2014 compared to YTD 2013. These decreases to operating activities YTD 2014 compared to YTD 2013 were offset by a \$6.8 million decrease in accrued compensation.

### **Investing Activities**

On May 7, 2014, the Company and CCR entered into an asset purchase agreement (the "Asset Purchase Agreement") relating to the territory served by CCR through CCR's facilities and equipment located in Johnson City and Morristown, Tennessee. The closing of the transaction contemplated by the Asset Purchase Agreement occurred on May 23, 2014 for a cash purchase price of \$12.2 million. See Note 4 to the consolidated financial statements for additional information related to the Johnson City and Morristown, Tennessee acquisition.

Additions to property, plant and equipment during YTD 2014 were \$32.7 million of which \$2.9 million were accrued in accounts payable, trade as unpaid. This amount does not include \$8.5 million in property, plant and equipment acquired at the date of acquisition for the Johnson City and Morristown, Tennessee territories. This

---

## [Table of Contents](#)

compared to \$21.7 million in total additions to property, plant and equipment during YTD 2013 of which \$2.5 million were accrued in accounts payable, trade as unpaid. Capital expenditures during YTD 2014 were funded with cash flows from operations and available credit facilities. The Company anticipates total additions to property, plant and equipment in fiscal year 2014 will be in the range of \$80 million to \$90 million. Leasing is used for certain capital additions when considered cost effective relative to other sources of capital. The Company currently leases its corporate headquarters, two production facilities and several sales distribution facilities and administrative facilities.

### **Financing Activities**

As of June 29, 2014, the Company had \$140 million available under the \$200 million facility to meet its short-term borrowing requirements. The \$200 million facility has a scheduled maturity date of September 21, 2016 and up to \$25 million is available for the issuance of letters of credit. Borrowings under the agreement bear interest at a floating base rate or a floating Eurodollar rate plus an interest rate spread, dependent on the Company's credit rating at the time of borrowing. The Company must pay an annual facility fee of .175% of the lenders' aggregate commitments under the facility. The \$200 million facility contains two financial covenants: a cash flow/fixed charges ratio ("fixed charges coverage ratio") and a funded indebtedness/cash flow ratio ("operating cash flow ratio"), each as defined in the credit agreement. The fixed charges coverage ratio requires the Company to maintain a consolidated cash flow to fixed charges ratio of 1.5 to 1.0 or higher. The operating cash flow ratio requires the Company to maintain a debt to operating cash flow ratio of 6.0 to 1.0 or lower. The Company is currently in compliance with these covenants. These covenants do not currently, and the Company does not anticipate they will, restrict its liquidity or capital resources.

The Company currently believes that all of the banks participating in the Company's \$200 million facility have the ability to and will meet any funding requests from the Company. On June 29, 2014, December 29, 2013 and June 30, 2013, the Company had \$60.0 million, \$5.0 million and \$55.0 million, respectively, of outstanding borrowings on the \$200 million facility.

During YTD 2014, the Company's net borrowings under the \$200 million facility increased \$55.0 million primarily to fund seasonal working capital requirements, capital expenditures and the acquisition of new territories. During YTD 2013, the Company's net borrowings under the \$200 million facility increased \$25.0 million primarily to fund seasonal working capital requirements and capital expenditures.

The Company has \$100 million of senior notes which mature in April 2015. The Company currently expects to use borrowings under the \$200 million facility to repay the notes when due and, accordingly, has classified all the \$100 million Senior Notes due April 2015 as long-term.

The Company has an agreement for an uncommitted line of credit under which the Company may borrow up to a total of \$20 million for periods of 7 days, 30 days, 60 days or 90 days at the discretion of the participating bank. On June 29, 2014, December 29, 2013 and June 30, 2013, the Company had \$20 million outstanding under the uncommitted line of credit.

As of June 29, 2014, December 29, 2013 and June 30, 2013, the weighted average interest rate of the Company's debt and capital lease obligations was 5.7%, 6.2% and 5.7%, respectively, for its outstanding debt and capital lease obligations. The Company's overall weighted average interest rate on its debt and capital lease obligations increased to 5.8% in YTD 2014 from 5.7% in YTD 2013. As of June 29, 2014, \$80.0 million of the Company's debt and capital lease obligations of \$515.7 million were subject to changes in short-term interest rates.

---

[Table of Contents](#)

All of the outstanding debt on the Company's balance sheet has been issued by the Company with none having been issued by any of the Company's subsidiaries. There are no guarantees of the Company's debt. The Company or its subsidiaries have entered into eight capital leases.

At June 29, 2014, the Company's credit ratings were as follows:

	<u>Long-Term Debt</u>
Standard & Poor's	BBB
Moody's	Baa2

The Company's credit ratings, which the Company is disclosing to enhance understanding of the Company's sources of liquidity and the effect of the Company's rating on the Company's cost of funds, are reviewed periodically by the respective rating agencies. Changes in the Company's operating results or financial position could result in changes in the Company's credit ratings. Lower credit ratings could result in higher borrowing costs for the Company or reduced access to capital markets, which could have a material impact on the Company's financial position or results of operations. There were no changes in these credit ratings from the prior year and the credit ratings are currently stable. Changes in the credit ratings of The Coca-Cola Company could adversely affect the Company's credit ratings as well.

The indentures under which the Company's public debt was issued do not include financial covenants but do limit the incurrence of certain liens and encumbrances as well as indebtedness by the Company's subsidiaries in excess of certain amounts.

**Off-Balance Sheet Arrangements**

The Company is a member of two manufacturing cooperatives and has guaranteed \$35.0 million of debt for these entities as of June 29, 2014. In addition, the Company has an equity ownership in each of the entities. The members of both cooperatives consist solely of Coca-Cola bottlers. The Company does not anticipate either of these cooperatives will fail to fulfill their commitments. The Company further believes each of these cooperatives has sufficient assets, including production equipment, facilities and working capital, and the ability to adjust selling prices of their products to adequately mitigate the risk of material loss from the Company's guarantees. As of June 29, 2014, the Company's maximum exposure, if the entities borrowed up to their borrowing capacity, would have been \$71.7 million including the Company's equity interests. See Note 15 and Note 20 to the consolidated financial statements for additional information about these entities.



[Table of Contents](#)

**Aggregate Contractual Obligations**

The following table summarizes the Company's contractual obligations and commercial commitments as of June 29, 2014:

In Thousands	Payments Due by Period				
	Total	July 2014- June 2015	July 2015- June 2017	July 2017- June 2019	After June 2019
<b>Contractual obligations:</b>					
Total debt, excluding interest	\$ 453,661	\$120,000	\$224,757	\$108,904	\$ —
Capital lease obligations, excluding interest	62,063	6,190	13,855	15,691	26,327
Estimated interest on long-term debt and capital lease obligations <sup>(1)</sup>	76,351	24,549	30,030	18,318	3,454
Purchase obligations <sup>(2)</sup>	943,400	94,340	188,680	188,680	471,700
Other long-term liabilities <sup>(3)</sup>	149,510	11,618	17,670	12,988	107,234
Operating leases	55,760	5,627	11,138	8,785	30,210
Long-term contractual arrangements <sup>(4)</sup>	36,647	10,491	13,795	7,175	5,186
Postretirement obligations <sup>(5)</sup>	68,599	3,811	6,183	7,739	50,866
Purchase orders <sup>(6)</sup>	57,437	57,437	—	—	—
<b>Total contractual obligations</b>	<b>\$1,903,428</b>	<b>\$334,063</b>	<b>\$506,108</b>	<b>\$368,280</b>	<b>\$694,977</b>

- (1) Includes interest payments based on contractual terms.
- (2) Represents an estimate of the Company's obligation to purchase 17.5 million cases of finished product on an annual basis through June 2024 from South Atlantic Cannery, a manufacturing cooperative.
- (3) Includes obligations under executive benefit plans, the liability to exit from a multi-employer pension plan, acquisition related contingent consideration and other long-term liabilities.
- (4) Includes contractual arrangements with certain prestige properties, athletic venues and other locations, and other long-term marketing commitments.
- (5) Includes the liability for postretirement benefit obligations only. The unfunded portion of the Company's pension plans is excluded as the timing and/or the amount of any cash payment is uncertain.
- (6) Purchase orders include commitments in which a written purchase order has been issued to a vendor, but the goods have not been received or the services have not been performed.

The Company has \$3.2 million of uncertain tax positions, including accrued interest, as of June 29, 2014 (excluded from other long-term liabilities in the table above because the Company is uncertain as to if or when such amounts will be recognized) all of which would affect the Company's effective tax rate if recognized. While it is expected that the amount of uncertain tax positions may change in the next 12 months, the Company does not expect any change to have a material impact on the consolidated financial statements. See Note 16 to the consolidated financial statements for additional information.

The Company is a member of Southeastern Container ("Southeastern"), a plastic bottle manufacturing cooperative, from which the Company is obligated to purchase at least 80% of its requirements of plastic bottles for certain designated territories. This obligation is not included in the Company's table of contractual obligations and commercial commitments since there are no minimum purchase requirements. See Note 15 and Note 20 to the consolidated financial statements for additional information related to Southeastern.

As of June 29, 2014, the Company has \$23.4 million of standby letters of credit, primarily related to its property and casualty insurance programs. See Note 15 to the consolidated financial statements for additional information related to commercial commitments, guarantees, legal and tax matters.

---

[Table of Contents](#)

The Company did not contribute to the two Company-sponsored pension plans in YTD 2014. Based on information currently available, the Company estimates it will be required to make contributions for the remainder of 2014 in the range of \$5 million to \$10 million to those two plans. Postretirement medical care payments are expected to be approximately \$3 million in 2014. See Note 19 to the consolidated financial statements for additional information related to pension and postretirement obligations.

**Hedging Activities**

*Commodity Hedging*

The Company entered into derivative instruments to hedge certain commodity purchases for 2014 and 2013. Fees paid by the Company for derivative instruments are amortized over the corresponding period of the instrument. The Company accounts for its commodity hedges on a mark-to-market basis with any expense or income reflected as an adjustment of cost of sales or S,D&A expenses.

The Company uses several different financial institutions for commodity derivative instruments to minimize the concentration of credit risk. The Company has master agreements with the counterparties to its derivative financial agreements that provide for net settlement of derivative transactions.

In February 2014, the Company paid \$0.9 million for agreements to hedge certain commodity costs for 2014. The notional amount of these agreements at inception was \$31.6 million.

The net impact of the commodity hedges was to decrease the cost of sales by \$0.7 million in YTD 2014 and to increase the cost of sales by \$0.9 million in YTD 2013.

---

## [Table of Contents](#)

### **Cautionary Information Regarding Forward-Looking Statements**

This Quarterly Report on Form 10-Q, as well as information included in future filings by the Company with the Securities and Exchange Commission and information contained in written material, news releases and oral statements issued by or on behalf of the Company, contains, or may contain, forward-looking management comments and other statements that reflect management's current outlook for future periods. These statements include, among others, statements relating to:

- the Company's expectation regarding the time frame for and sequencing of subsequent phases of the proposed expansion of the Company's franchise territory;
- the Company's belief that the undiscounted amounts to be paid under the acquisition related contingent consideration arrangement will be between \$1.0 million and \$1.8 million per year;
- the Company's belief that the covenants on its \$200 million facility will not restrict its liquidity or capital resources;
- the Company's belief that other parties to certain contractual arrangements will perform their obligations;
- the Company's potential marketing funding support from The Coca-Cola Company and other beverage companies;
- the Company's belief that disposition of certain claims and legal proceedings will not have a material adverse effect on its financial condition, cash flows or results of operations and that no material amount of loss in excess of recorded amounts is reasonably possible as a result of these claims and legal proceedings;
- the Company's belief that the Company has adequately provided for any ultimate amounts that are likely to result from tax audits;
- the Company's belief that the Company has sufficient resources available to finance its business plan, meet its working capital requirements and maintain an appropriate level of capital spending;
- the Company's belief that the cooperatives whose debt the Company guarantees have sufficient assets and the ability to adjust selling prices of their products to adequately mitigate the risk of material loss and that the cooperatives will perform their obligations under their debt commitments;
- the Company's key priorities which are revenue management, product innovation and beverage portfolio expansion, distribution cost management and productivity;
- the Company's belief that cash contributions to the two Company-sponsored pension plans will be in the range of \$5 million to \$10 million for the remainder of 2014;
- the Company's belief that postretirement medical care payments are expected to be approximately \$3 million in 2014;
- the Company's belief that cash requirements for income taxes will be in the range of \$10 million to \$17 million for the remainder of 2014;
- the Company's expectation that additions to property, plant and equipment in 2014 will be in the range of \$80 million to \$90 million;
- the Company's belief that compliance with environmental laws will not have a material adverse effect on its capital expenditures, earnings or competitive position;
- the Company's belief that the majority of its deferred tax assets will be realized;
- the Company's beliefs and estimates regarding the impact of the adoption of certain new accounting pronouncements;
- the Company's beliefs that the growth prospects of Company-owned or exclusive licensed brands appear promising and the cost of developing, marketing and distributing these brands may be significant;
- the Company's belief that all of the banks participating in the Company's \$200 million facility have the ability to and will meet any funding requests from the Company;

---

## [Table of Contents](#)

- the Company's belief that it is competitive in its territories with respect to the principal methods of competition in the nonalcoholic beverage industry;
- the Company's estimate that a 10% increase in the market price of certain commodities over the current market prices would cumulatively increase costs during the next 12 months by approximately \$26 million assuming no change in volume;
- the Company's belief that innovation of new brands and packages will continue to be critical to the Company's overall revenue;
- the Company's expectation that uncertain tax positions may change over the next 12 months but will not have a significant impact on the consolidated financial statements;
- the Company's belief that the risk of loss with respect to funds deposited with banks is minimal;
- the Company's expectation that the costs of some of the underlying commodities to inputs to the Company's total cost of sales will have a smaller increase for the remainder of 2014 compared to 2013; and
- the Company's hypothetical calculation of the impact of a 1% increase in interest rates on outstanding floating rate debt and capital lease obligations for the next twelve months as of June 29, 2014.

These statements and expectations are based on currently available competitive, financial and economic data along with the Company's operating plans, and are subject to future events and uncertainties that could cause anticipated events not to occur or actual results to differ materially from historical or anticipated results. Factors that could impact those statements and expectations or adversely affect future periods include, but are not limited to, the factors set forth in Part I. Item 1A. Risk Factors of the Company's Annual Report on Form 10-K for the year ended December 29, 2013.

Caution should be taken not to place undue reliance on the Company's forward-looking statements, which reflect the expectations of management of the Company only as of the time such statements are made. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

The Company is exposed to certain market risks that arise in the ordinary course of business. The Company may enter into derivative financial instrument transactions to manage or reduce market risk. The Company does not enter into derivative financial instrument transactions for trading purposes. A discussion of the Company's primary market risk exposure and interest rate risk is presented below.

***Debt and Derivative Financial Instruments***

The Company is subject to interest rate risk on its fixed and floating rate debt. As of June 29, 2014, \$80.0 million of the Company's debt and capital lease obligations of \$515.7 million were subject to changes in short-term interest rates.

As it relates to the Company's variable rate debt, assuming no changes in the Company's financial structure, if market interest rates average 1% more over the next twelve months than the interest rates as of June 29, 2014, interest expense for the next twelve months would increase by approximately \$0.8 million. This amount was determined by calculating the effect of the hypothetical interest rate on the Company's variable rate debt. This calculated, hypothetical increase in interest expense for the following twelve months may be different from the actual increase in interest expense from a 1% increase in interest rates due to varying interest rate reset dates on the Company's floating debt.

***Raw Material and Commodity Price Risk***

The Company is also subject to commodity price risk arising from price movements for certain commodities included as part of its raw materials. The Company manages this commodity price risk in some cases by entering into contracts with adjustable prices. The Company periodically uses derivative commodity instruments in the management of this risk. The Company estimates that a 10% increase in the market prices of these commodities over the current market prices would cumulatively increase costs during the next 12 months by approximately \$26 million assuming no change in volume.

In the first quarter of 2014, the Company entered into agreements to hedge a portion of the Company's 2014 commodity purchases. In the third quarter of 2012, the Company entered into agreements to hedge a portion of the Company's 2013 commodity purchases. Fees paid by the Company for such instruments are amortized over the corresponding period of the instruments. The Company accounts for commodity hedges on a mark-to-market basis with any expense or income being reflected as an adjustment to cost of sales or S,D&A expenses.

***Effects of Changing Prices***

The annual rate of inflation in the United States, as measured by year-over-year changes in the consumer price index, was 1.5% in 2013 compared to 1.7% in 2012 and 3.0% in 2011. Inflation in the prices of those commodities important to the Company's business is reflected in changes in the consumer price index, but commodity prices are volatile and have in recent years increased at a faster rate than the rate of inflation as measured by the consumer price index.

The principal effect of inflation in both commodity and consumer prices on the Company's operating results is to increase costs, both of goods sold and S,D&A. Although the Company can offset these cost increases by increasing selling prices for its products, consumers may not have the buying power to cover these increased costs and may reduce their volume of purchases of those products. In that event, selling price increases may not be sufficient to offset completely the Company's cost increases.

---

[Table of Contents](#)

**Item 4. Controls and Procedures.**

As of the end of the period covered by this report, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")), pursuant to Rule 13a-15(b) of the Exchange Act. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of June 29, 2014.

There has been no change in the Company's internal control over financial reporting during the quarter ended June 29, 2014 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

**Item 1A. Risk Factors.**

There have been no material changes to the factors disclosed in Part I. Item 1A. Risk Factors in the Company's Annual Report on Form 10-K for the year ended December 29, 2013.

**Item 6. Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
4.1	The registrant, by signing this report, agrees to furnish the Securities and Exchange Commission, upon its request, a copy of any instrument which defines the rights of holders of long-term debt of the registrant and its consolidated subsidiaries which authorizes a total amount of securities not in excess of 10 percent of the total assets of the registrant and its subsidiaries on a consolidated basis.
10.1	Comprehensive Beverage Agreement for the Johnson City / Morristown territory, dated as of May 23, 2014, by and among the Company, The Coca-Cola Company and Coca-Cola Refreshments, USA, Inc. (filed herewith).*
10.2	Finished Goods Supply Agreement for the Johnson City / Morristown territory, dated as of May 23, 2014, by and between the Company and Coca-Cola Refreshments, USA, Inc. (filed herewith).*
10.3	Ancillary Business Letter, dated as of May 23, 2014, by and between the Company and The Coca-Cola Company (filed herewith).
12	Ratio of earnings to fixed charges (filed herewith).
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished (and not filed) herewith pursuant to Item 601(b)(32)(ii) of Regulation S-K).
101	Financial statements from the quarterly report on Form 10-Q of Coca-Cola Bottling Co. Consolidated for the quarter ended June 29, 2014, filed on August 8, 2014, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Statements of Operations; (ii) the Consolidated Statements of Comprehensive Income; (iii) the Consolidated Balance Sheets; (iv) the Consolidated Statements of Changes in Equity; (v) the Consolidated Statements of Cash Flows and (vi) the Notes to the Consolidated Financial Statements.

\* Certain portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission.

SIGNATURES

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

COCA-COLA BOTTLING CO. CONSOLIDATED  
(REGISTRANT)

Date: August 8, 2014

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

Date: August 8, 2014

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



CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETED ASTERISKS, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

Execution Version

## Comprehensive Beverage Agreement

THIS AGREEMENT, made and entered into with effect from May 23, 2014, by and among THE COCA-COLA COMPANY, a Delaware corporation ("Company"); COCA-COLA REFRESHMENTS USA, INC. ("CCR"), a wholly owned subsidiary of Company; and COCA-COLA BOTTLING CO. CONSOLIDATED, a Delaware corporation ("Bottler").

## PREAMBLE

- A. Company has authorized CCR to, among other things, distribute, promote, market, and sell in defined geographic territories certain shelf-stable, ready-to-drink beverages and related products identified on Exhibit A, as may be updated from time to time, and has granted to CCR the right to use the Trademarks listed on Exhibit B, as may be updated from time to time, to identify and distinguish such beverages and related products.
- B. CCR desires to grant to Bottler, subject to the terms and conditions set forth in this Agreement, the rights and obligations that CCR has received from Company to distribute, promote, market, and sell such beverages and related products in the Territory identified on Exhibit C, as may be updated from time to time, and an exclusive sub-license to use the Trademarks solely in connection with the distribution, promotion, marketing, and sale of such beverages and related products in the Territory.
- C. Company desires to consent to such grant, subject to agreement by CCR and Bottler to the terms and conditions of this Agreement.
- D. Company has a vested and legitimate interest in maintaining, promoting and safeguarding the overall performance, efficiency and integrity of Company's production, distribution and sales system, in general, and of the performance of CCR and Bottler under this Agreement, in particular, and thus desires to be a party to this Agreement and to fulfill certain obligations and benefit from certain covenants as specified herein.
- E. Company and Bottler are parties to certain preexisting contracts identified on Exhibit D under which Bottler is, among other things, authorized to manufacture in certain authorized containers, and distribute, promote, market, and sell, Coca-Cola and other beverages marketed under trademarks owned by or licensed to Company, including through Direct Store Delivery (DSD), in the territories identified in such contracts. The execution and delivery of this Agreement will not affect any of the rights or obligations of the parties to such contracts, each of which will remain in force and effect in accordance with their respective terms.

Classified - Confidential

- 
- F. Although Bottler is not authorized under this Agreement to produce Company's beverage products for sale and distribution in the Territory, Bottler will continue to be identified as "Bottler" in this Agreement, because the parties believe that use of the term "Bottler" is important to historical and continuing commercial relationships between Bottler and customers, consumers, and communities in Bottler's territory.

Company, CCR and Bottler agree as follows:

## II. DEFINITIONS

"Affiliate" means, as to any Person, another Person that Controls, is Controlled by, or is under common Control with the first Person.

"Agreement" means this Comprehensive Beverage Agreement Form EPB Lead Market Sub-bottler among Company, CCR, and Bottler, as hereafter amended by the parties in accordance with the provisions hereof.

"Alternate Route to Market Beverage" means any Covered Beverage or Related Product that is identified through the Governance Process as an "Alternate Route to Market Beverage."

"Alternate Route to Market Channel" means any sales channel that is identified through the Governance Process as an "Alternate Route to Market Channel."

"Alternate Route to Market Customer" means any customer that is identified through the Governance Process as an "Alternate Route to Market Customer."

"Beneficial Owner" means a Person having Beneficial Ownership of any securities.

"Beneficial Ownership" means (i) voting power which includes the power to vote, or to direct the voting of, any securities, or (ii) investment power which includes the power to dispose, or to direct the Disposition of, any securities; provided further Beneficial Ownership will include any such voting power or investment power which any person has or shares, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise; provided, however, that the following persons will not be deemed to have acquired Beneficial Ownership under the circumstances described: (a) a person engaged in business as an underwriter of securities who acquires securities through his participation in good faith in a firm commitment underwriting registered under the Securities Act of 1933 will not be deemed to be the Beneficial Owner of such securities until such time as such underwriter completes its participation in the underwriting and will not thereupon or thereafter be deemed to be the Beneficial Owner of the securities acquired by other members of any underwriting syndicate or selected dealers in connection with such underwriting solely by reason of customary underwriting or selected dealer arrangements; (b) a member of a national securities exchange will not be deemed to be a Beneficial Owner of securities held directly or indirectly by it on behalf of another person solely because such member is the record holder of such securities and, pursuant to the rules of such exchange, may direct the vote of such securities, without instruction, on other than contested matters or matters that may affect substantially the rights or privileges of the holders of the securities to be voted, but is otherwise precluded by the rules of such exchange from voting without instruction; (c) the holder of a proxy solicited by the Board of Directors of Bottler for the voting of securities of such Bottler at any annual

Classified - Confidential

---

or special meeting and any adjournment or adjournments thereof of the stockholders of such Bottler will not be deemed to be a Beneficial Owner of the securities that are the subject of the proxy solely for such reason; and (d) a Person who in the ordinary course of his business is a pledgee of securities under a written pledge agreement will not be a Beneficial Owner until the pledgee has taken all formal steps which are required to declare a default and determines that the power to vote or to direct the vote or to dispose or to direct the disposition of such pledged securities will be exercised.

“Beverage” means a non-alcoholic, shelf-stable beverage in pre-packaged, ready-to-drink form in bottles, cans or other factory-sealed containers, but does not include any Beverage Components.

“Beverage Component” means a beverage syrup, beverage concentrate, beverage base, beverage flavor, beverage sweetener, beverage mix, beverage powder, grounds (such as for coffee), herbs (such as for tea), liquid flavor enhancers, liquid water enhancers, or other beverage component that is not ready to drink but is intended to be mixed with other ingredients before being consumed.

“Company Authorized Supplier” means any Person expressly authorized by Company under a “Comprehensive Beverage Term Processing Appointment” to supply Bottler with Covered Beverages and Related Products for distribution and sale by Bottler in the Territory in accordance with the terms of this Agreement.

“Company Owned Distributor” means any Affiliate or operating unit of Company that distributes, promotes, markets, and sells any of the Covered Beverages or Related Products under the Trademarks through Direct Store Delivery in a geographic territory in the United States.

“Confidential Business Information” means any valuable, secret business information, other than Trade Secrets, that is designated or identified as confidential at the time of the disclosure or is by its nature clearly recognizable as confidential information to a reasonably prudent person with knowledge of the Disclosing Party’s business and industry. Confidential Business Information includes any confidential business information provided to Disclosing Party by any third party which Disclosing Party is obligated to hold in confidence as confidential business information.

“Consumer Beverage Component” means a Beverage Component intended for sale to consumers directly or through retail outlets as a shelf stable, factory sealed product to be mixed by consumers with other ingredients, or dispensed from equipment owned by or leased to consumers, outside the premises of any such retail outlets before being consumed. Consumer Beverage Component will not include any Beverage Component that is intended to be used to produce a beverage dispensed from equipment on the premises of any food service customers or other chain or fountain accounts.

“Control” means the possession, directly or indirectly, of more than 50% of the outstanding voting power of a Person.

“Covered Beverage” means a Beverage identified on **Exhibit A** (as updated from time to time under Paragraphs 5(a) and 5(b)), the formulas for all of which constitute trade secrets owned by or licensed to Company or any of its Affiliates, and will include all Line Extensions of the Beverages identified on **Exhibit A** and all SKUs or packages for the Beverages identified on **Exhibit A**.

Classified - Confidential

---

“Direct Store Delivery” or “DSD” means the distribution method whereby product is delivered from suppliers directly to retail outlet shelves for selection by consumers and does not arrive at the retail outlet via a retailer’s own warehouse or warehouses operated by other wholesalers or by agents of the retailer.

“Disclosing Party” means the party disclosing any Proprietary Information under this Agreement, whether such party is Bottler or Company and whether such disclosure is directly from the Disclosing Party or through the Disclosing Party’s employees or agents.

“Disposition” means any sale, merger, issuance of securities, exchange, transfer, power of attorney, proxy, redemption or any other contract, arrangement, understanding, or transaction in which, or as a result of which, any Person acquires, or obtains any contract, option, conversion privilege or other right to acquire Beneficial Ownership of any securities.

“Effective Date” means May 23, 2014.

“Expanding Participating Bottler” means (a) Bottler; (b) a Person that distributes Beverages under the *Coca-Cola* Trademark and other Trademarks through Direct Store Delivery in a territory in the United States of America as of December 31, 2013, and that on or after such date first acquired or acquires through a grant or series of related grants from Company (or a Company Affiliate) the right to distribute all or substantially all of the Covered Beverages and Related Products in one or more geographic territories within the U. S. for which such Person did not have such distribution rights prior to such date, which acquisition(s) result in a net increase (net of any geographic territory in the United States where such Person had the right to distribute Beverages under the *Coca-Cola* Trademark and other Trademarks through Direct Store Delivery prior to such acquisition(s), and in connection with such acquisition(s) such rights were swapped, relinquished, or terminated) of 30% or more in the aggregate number of physical cases of Covered Beverages and Related Products sold in all of such Person’s U.S. territories, determined based on the 12 month period immediately preceding the consummation of such acquisitions; and (c) a Person that does not distribute Beverages under the *Coca-Cola* Trademark and other Trademarks through Direct Store Delivery in a territory in the United States of America as of December 31, 2013, and that on or after such date, first acquired or acquires through a grant or series of related grants from Company (or a Company Affiliate) the right to distribute all or substantially all of the Covered Beverages and Related Products in one or more geographic territories within the U. S. (for which such Person did not have such distribution rights prior to such date). For purposes of this Agreement, “Expanding Participating Bottler” does not include any Company Owned Distributor, provided that if, after December 31, 2013, Company grants to any Person (other than a Company Owned Distributor) the distribution rights for all or substantially all of the Covered Beverages and Related Products in one or more geographic territories in the United States previously operated by a Company Owned Distributor, such Person will be deemed an “Expanding Participating Bottler” if it otherwise meets the requirements of this definition.

“Finished Goods Supply Agreement” means the agreement between Bottler and Company (directly or through Coca-Cola Refreshments, Inc. (“CCR”) or another Company Affiliate) or a Company Authorized Supplier, in the form attached as Exhibit E, as amended from time to time.

Classified - Confidential

---

“Finished Product” means Covered Beverages and Related Products in bottles, cans or other factory-sealed containers supplied by Company (directly or through CCR or another Company Affiliate) or a Company Authorized Supplier pursuant to the Finished Goods Supply Agreement for distribution and sale by Bottler in the Territory in accordance with the terms of this Agreement.

“Full Line Operator” means a Person that provides vending or foodservice management services to business, industry, educational, healthcare and public locations and sells a wide range of products which can include candy, cookies, chips, fresh fruit, milk, cold food, coffee and other hot drinks, sparkling beverages, and often frozen products like ice cream.

“Governance Process” means the applicable Coca-Cola System customer governance process as established and in effect from time to time during the Term.

“Governmental Authority” means any government or subdivision thereof, whether foreign or domestic, national, state, county, municipal or regional, any agency or instrumentality of any such government or subdivision thereof, any other governmental entity, or a court.

“Incubation Beverage” means (a) an existing Beverage distinguished by trademarks owned by Company or one of its Affiliates as of the Effective Date that has not achieved sales volume nationally of at least twelve (12) million physical cases and annual sales revenue of at least \$100 million USD in the immediately preceding 12 month period; and (b) a Beverage that would otherwise constitute a New Beverage Product but has not achieved sales volume nationally of at least twelve (12) million physical cases and annual sales revenue of at least \$100 million USD in the immediately preceding 12 month period. “Incubation Beverage” will not include a Line Extension of a then existing Covered Beverage. Upon achieving the above volume and revenue thresholds, an Incubation Beverage will be deemed to be a New Beverage Product subject to Paragraph 5 (and if it becomes a Covered Beverage, it will thereafter continue to be a Covered Beverage regardless of whether it continues to meet the volume and revenue thresholds specified above). A discontinued Covered Beverage cannot thereafter become an Incubation Beverage.

“Line Extension” means (i) with respect to a Covered Beverage, a flavor, calorie or other variation of the Covered Beverage, introduced by Company after the Effective Date that is identified by the primary Trademark that also identifies the Covered Beverage (or any modification of such Trademark (i.e., the addition of a prefix, suffix or other modifier used in conjunction with any such Trademark)), and (ii) with respect to a Related Product, a flavor, calorie or other variation of the Related Product, introduced by Company after the Effective Date, that is identified by the Trademark that also identifies the Related Product (or any modification of such Trademark).

“Multiple Route to Market Beverage” means (i) a Covered Beverage or Related Product that is distributed by Bottler on the Effective Date and is identified on Exhibit A or Exhibit F as a “Multiple Route to Market Beverage”, or (ii) a New Beverage Product that Company determines, in its sole discretion, will be distributed in the Territory through both Direct Store Delivery and other means, and gives written notice of such determination in accordance with Paragraph 5(a). “Multiple Route to Market Beverage” will not include a Line Extension of an existing Covered Beverage or Related Product (other than a Line Extension of a Covered Beverage or Related Product that is a Multiple Route to Market Beverage on the Effective Date), or an SKU or package of an existing Covered Beverage or Related Product. (other than a Line Extension of a Covered Beverage or Related Product that is a Multiple Route to Market Beverage on the Effective Date).

Classified - Confidential

---

“New Beverage Product” means a Beverage or Consumer Beverage Component that (i) Company or any of its Affiliates hereafter develops, acquires, creates, licenses, or otherwise obtains sufficient rights to market, distribute and sell in the Territory, or that Company or any of its Affiliates either does not distribute or distributes via a method other than Direct Store Delivery as of the Effective Date, and (ii) does not appear on **Exhibit A** or **Exhibit F** as of the Effective Date, and (iii) Company determines, in its sole discretion, will be distributed in the Territory through Direct Store Delivery after the Effective Date. “New Beverage Product” will not include an Incubation Beverage, Line Extensions of Covered Beverages or Related Products, or new SKUs or packages for Covered Beverages or Related Products.

“Person” means an individual, a corporation, a company, a voluntary association, a partnership, a joint venture, a limited liability company, a trust, an estate, an unincorporated organization, a Governmental Authority, or any other entity.

“Proprietary Information” means Trade Secrets, Confidential Business Information, and any other information or materials that in whole or in part include or are developed or based on any Trade Secrets or Confidential Business Information. Proprietary Information does not include any information that: (i) was in the Receiving Party’s possession without restriction as to confidentiality, before receipt from the Disclosing Party; (ii) is or becomes a matter of public knowledge through no breach of agreement or other fault of the Receiving Party; (iii) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (iv) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without regard to the Proprietary Information of the Disclosing Party; or (vi) is disclosed by the Receiving Party with the Disclosing Party’s prior written approval.

“Receiving Party” means the party receiving any Proprietary Information under this Agreement, whether such party is Bottler or Company and whether such disclosure is received directly or through the Receiving Party’s employees or agents.

“Related Agreement” means any agreement between Company and any of Company’s Affiliates and Bottler and any of Bottler’s Affiliates relating to the marketing, promotion, distribution and sale of Covered Beverages and Related Products in the Territory (e.g., the Finished Goods Supply Agreement).

“Related Product” means a product listed on **Exhibit F**, as may be updated by the parties from time to time, that does not fall within the definition of “Beverage,” and will include (i) any Consumer Beverage Component that becomes a Related Product under the terms of **Paragraph 5**, (ii) all Line Extensions of the Related Products identified on **Exhibit F**, and (iii) all SKUs or packages for the Related Products identified on **Exhibit F**.

Classified - Confidential

---

“SKU” means a stock-keeping unit or other uniquely identifiable type of Beverage or other product configuration, distinguished by the use of a different primary or secondary packaging and/or different flavoring or other characteristics from other Beverage or product configurations, such that such configuration requires the use of a separate UPC code to distinguish it from other forms of Beverage or product configurations.

“Term” means the Initial Term and any Additional Term(s).

“Territory” means the territory in which Bottler is authorized to distribute, promote, market, and sell the Covered Beverages and Related Products under this Agreement, as set forth on Exhibit C, as may be updated by the parties from time to time.

“Trade Secrets” mean trade secrets of Disclosing Party as defined under applicable law, as amended from time to time, including, without regard to form, technical or non-technical data, a formula, a pattern, a compilation, a program, a software program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or a list of actual or potential customers or suppliers, business and contractual relationships, or any information similar to the foregoing that: (i) derives economic value, actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets include any trade secret information provided to Disclosing Party by any third party which Disclosing Party is obligated to hold in confidence as a trade secret.

“Trademarks” means the trademarks owned or licensed by Company identified on Exhibit B, as may be updated by the parties from time to time.

### III. GRANT BY CCR OF RIGHTS, AND OBLIGATIONS OF BOTTLER TO DISTRIBUTE, PROMOTE, MARKET, AND SELL

1. In consideration of payment by Bottler to CCR on a quarterly basis of the Sub-bottling Payment calculated in accordance with Schedule 1, upon the terms and conditions set forth in this Agreement, (a) CCR hereby appoints Bottler as the sole and exclusive distributor of Covered Beverages and Related Products under the Trademarks for sale in and throughout the Territory (except as may be provided in this Agreement), and (b) in furtherance of such appointment, CCR hereby authorizes Bottler, and Bottler undertakes, upon the terms and conditions set forth in this Agreement, to purchase from Company (directly or through CCR or another Company Affiliate) or a Company Authorized Supplier, the Covered Beverages and Related Products, and to distribute, promote, market, and sell such Covered Beverages and Related Products under the Trademarks in and throughout, but only in and throughout, the Territory.

Classified - Confidential

- 
2. Except as may be provided in this Agreement or as provided by the other party's prior written consent, neither Company, CCR, nor any other of Company's Affiliates will sell or distribute, or authorize any other party to sell or distribute, Covered Beverages or Related Products in the Territory; and Bottler will not authorize any wholesalers or other distributors to sell or distribute, within or outside the Territory, Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement; provided, however, that Bottler may sell Covered Beverages and Related Products supplied to Bottler under the Finished Goods Supply Agreement to Full Line Operators in the Territory for further distribution of such Covered Beverages and Related Products by such Full Line Operators in the Territory.
- a. Company reserves the right to market, promote, distribute and sell, or authorize others to market, promote, distribute and sell, in the Territory (i) any Covered Beverage, Related Product, or other product that is identified through the Governance Process as an "Alternate Route to Market Beverage," and (ii) any Covered Beverage, Related Product or other product in any sales channel or to any customer that is identified by the Governance Process as an "Alternate Route to Market Channel" or "Alternate Route to Market Customer." The exception to Paragraph 2 for an Alternate Route to Market Beverage, Alternate Route to Market Channel or Alternate Route to Market Customer will apply only to the extent and for the time period determined and specified by Governance Process.
- b. Company and Bottler acknowledge that the sale of certain Covered Beverages or Related Products to certain customers or distributors in the Territory may be required under pre-existing contractual commitments as identified on Schedule 2, and Company and Bottler agree that such sale or distribution may continue until the expiration of such contractual commitments (but neither Company nor any of its Affiliates will exercise any voluntary rights to extend or renew the term of any such contractual commitments, and, if an agreement provides for automatic renewal, Company will use good faith efforts to provide a notice of termination rather than allow the agreement to automatically renew, if Company may do so without breaching the agreement or incurring any penalties).
- c. Notwithstanding the foregoing provisions of this Paragraph 2, Company and Bottler agree that once an Incubation Beverage ceases to meet the criteria for Incubation Beverage (i.e., by achieving sales volume nationally of at least twelve (12) million physical cases and annual sales revenue of at least \$100 million USD in the immediately preceding 12 month period), such beverage will be treated as a New Beverage Product subject to the provisions of Paragraph 5 of this Agreement. To facilitate this transition, Company and Bottler will, as applicable (i) terminate (without compensation or liability to one another) any agreement relating to the distribution, promotion, marketing, or sale of such beverage binding only Company (or one of its Affiliates) and Bottler; or (ii) negotiate in good faith, on terms mutually agreeable to Company and Bottler, the termination of any such agreement binding on any party other than Company (or one of its Affiliates) and Bottler.
3. If Bottler identifies any Beverage offered by a third party in a beverage category for which there is likely substantial demand in the Territory and in which category Company does not have a current or proposed entry, Company will, at Bottler's request, evaluate such Beverage, and may, in Company's sole discretion, negotiate a licensing or other business arrangement with such third party that would facilitate distribution and sale of such Beverage in the Territory on terms acceptable to Company and Bottler.

Classified - Confidential



- 
4. Company has the sole and exclusive right and discretion to reformulate any of the Covered Beverages or Related Products.
  5. If Company or any Affiliate of Company proposes to sell or distribute, or authorize the sale or distribution of, any New Beverage Product in the Territory:
    - a. Any such New Beverage Product will be offered by Company in writing to Bottler (which notice must specify if such New Beverage Product is a Multiple Route to Market Beverage), and Bottler will have the option to market, promote, distribute and sell such New Beverage Product in the Territory pursuant to the terms and conditions of this Agreement. Bottler's option under this Paragraph 5(a) must be exercised by Bottler, if at all, by giving Company written notice of such election within sixty (60) days following the date on which Company notifies Bottler in writing that Company intends to introduce the New Beverage Product in the Territory and provides Bottler with an operating plan for, and samples of, the New Beverage Product. If Bottler gives Company timely notice of Bottler's exercise of such option with respect to a New Beverage Product within such sixty (60) day period, then, in the case of a new Beverage, **Exhibit A** will be deemed automatically amended by adding such new Beverage to the list of Covered Beverages set forth on **Exhibit A**, and, in the case of a new Related Product, **Exhibit F** will be deemed automatically amended by adding such new Related Product to the list of Related Products set forth on **Exhibit F**. If the new Beverage or new Related Product is a Multiple Route to Market Beverage, then that will be indicated on Exhibit A or Exhibit F, as the case may be. If Bottler does not give Company timely notice of Bottler's exercise of such option within such period, then Company will have the right to market, promote, distribute and sell or authorize others to market, promote, distribute and sell, in the Territory and otherwise undertake any activity with respect to that New Beverage Product, including use of the Trademarks in connection with the distribution, promotion, marketing, and sale of the New Beverage Product in the Territory. If a New Beverage Product is not owned by Company, then the parties may enter into a separate agreement with respect to the distribution and sale of that New Beverage Product in the Territory. If the Company's written notice of the New Beverage Product failed to specify that such New Beverage Product is a Multiple Route to Market Beverage and such New Beverage Product becomes a Covered Beverage or Related Product, then the Company may not thereafter elect to designate the Covered Beverage or Related Product as a Multiple Route to Market Beverage.
    - b. If Company or one of its Affiliates acquires or licenses a New Beverage Product that becomes a Covered Beverage or Related Product under this Paragraph 5, then Bottler's rights to market, promote, distribute and sell such new Covered Beverage or Related Product will be subject to the terms of any agreements with third parties (including distribution agreements) that may be in effect as of the time that Company (or Company's Affiliate) acquires or licenses the new Covered Beverage or the new Related Product.

Classified - Confidential

---

Company and Bottler will, as applicable, (i) terminate (without compensation or liability to one another) any agreement relating to the distribution, promotion, marketing or sale of such New Beverage Product binding only Company (or one of its Affiliates) and Bottler (or one of its Affiliates), or (ii) negotiate in good faith, on terms mutually agreeable to Company and Bottler, the termination of any such agreement binding on any party other than Company (or one of its Affiliates) and Bottler (or one of its Affiliates).

c. Bottler and Company acknowledge that a New Beverage Product may constitute a Multiple Route to Market Beverage if Company provides timely written notice of such designation as contemplated under Paragraph 5(a). Bottler will be the sole and exclusive distributor of the Multiple Route to Market Beverage via Direct Store Delivery in the Territory. However, Company may also distribute the Multiple Route to Market Beverage in the Territory via means other than Direct Store Delivery if it has given timely notice under Paragraph 5(a) that such New Beverage Product is a Multiple Route to Market Beverage, and Company may authorize third parties to distribute the Multiple Route to Market Beverage in the Territory via means other than Direct Store Delivery.

6. Company has the sole and exclusive right and discretion to discontinue, on a temporary or permanent basis, any of the Covered Beverages or Related Products under this Agreement provided (i) any such Covered Beverage is discontinued for all Expanding Participating Bottlers in the United States, and (ii) Company does not discontinue all Covered Beverages under this Agreement. If Company discontinues all SKUs and packages of any Covered Beverage, **Exhibit A** will be deemed automatically amended by deleting the discontinued Covered Beverage from the list of Covered Beverages. If Company discontinues all SKUs and packages of any Related Product, **Exhibit F** will be deemed automatically amended by deleting the discontinued Related Product from the list of Related Products. This right must be exercised by Company, if at all, by giving ninety (90) days' prior written notice to Bottler of such discontinuation. If Company discontinues a Covered Beverage or Related Product as contemplated under this Paragraph 6, then Bottler will have the right to continue to market, promote, distribute and sell unused inventories of the discontinued Covered Beverage or Related Product in the Territory in accordance with the provisions of this Agreement for a period not to exceed the earlier of the expiration date of such Covered Beverage or Related Product or six (6) months following Bottler's receipt of written notice of the discontinuation of such Covered Beverage or Related Product. If Company proposes to reintroduce any such discontinued Covered Beverage or Related Product (or reintroduce a Line Extension of a Covered Beverage that is a discontinued Covered Beverage) through any channel of retail distribution and sale in the United States of America, such product shall first be offered to the Bottler under Paragraph 5 (except that such Beverage may not be designated by Company as a Multiple Route to Market Beverage under Paragraph 5(c)). If Company discontinues any Covered Beverage or Related Product and Company or one of its Affiliates subsequently wishes to transfer, assign or sell its rights in and to such discontinued Covered Beverage or Related Product (a "Transfer") to a third party (a "Transferee") within twelve (12) months following the date which is the later of (x) the date on which Company (through a Company Owned Distributor or otherwise) ceases distribution of a Covered Beverage or Related

Classified - Confidential

---

Product in all SKUs and packages and through all means of distribution, or (y) the expiration of the six (6) month period Bottler has to sell unused inventories of the discontinued Covered Beverage or Related Product, then Company (or its Affiliate) must first offer such discontinued Covered Beverage or Related Product to Bottler under Paragraph 5, and if Bottler elects to continue distributing such discontinued Covered Beverage or Related Product, then Company (or its Affiliate) must Transfer such discontinued Covered Beverage or Related Product to the Transferee subject to Bottler's distribution rights under this Agreement with respect to such discontinued Covered Beverage or Related Product (as if the Covered Beverage or Related Product had not been discontinued), and Bottler's distribution rights with respect to the discontinued Covered Beverage or Related Product will be binding upon the Transferee.

7. Bottler has the right to discontinue the distribution and sale, on a temporary or permanent basis, in all of the Territory, of any Covered Beverage or Related Product (or any Line Extension, SKU or package for a Covered Beverage or Related Product). This right must be exercised by Bottler, if at all, by giving ninety (90) days' prior written notice to Company of such discontinuation, specifying that the notice of discontinuation applies to all of the Territory. Upon expiration of such ninety (90) day period, Bottler may cease the distribution, promotion, marketing, and sale of the discontinued Covered Beverage or Related Product (or Line Extension, SKU or package for a Covered Beverage or Related Product) in all of the Territory, and, if Bottler is discontinuing distribution of all Line Extensions, SKUs and packages of a Covered Beverage or Related Product, Exhibit A or Exhibit F will be deemed automatically amended by deleting the discontinued Covered Beverage or Related Product from the list of Covered Beverages or Related Products, as applicable, set forth on Exhibit A or Exhibit F. If (and only if) Bottler discontinues all Line Extensions, SKUs and packages of a Covered Beverage or Related Product, Company may distribute and sell the discontinued Covered Beverage or Related Product in the Territory or authorize any of its Affiliates or others to do so. Further, Bottler has the right to discontinue the distribution and sale of any Line Extension, SKU or package in any portion of the Territory without providing prior written notice to Company, and Company may not distribute or sell the discontinued Line Extension, SKU or package in the Territory or authorize any of its Affiliates or others to do so unless Bottler has discontinued all Line Extensions, SKUs and packages of the Covered Beverage or Related Product. If Bottler discontinues some (but not all) Line Extensions, SKUs or packages for a Covered Beverage or Related Product, then Bottler may thereafter reinstate the discontinued Line Extension, SKU or package.
8. Bottler recognizes that Company has entered into or may enter into agreements relating to the Covered Beverages and Related Products with other parties outside the Territory, and Bottler accepts the territorial limitations in this Agreement imposed on Bottler in the conduct of its business under this Agreement. Bottler further agrees to make every reasonable effort to amicably settle any disputes that arise with such other parties.

Classified - Confidential

- 
9. Bottler must not distribute or sell any Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement outside of the Territory. Bottler must not sell any of such Covered Beverages or Related Products to any Person if Bottler knows or should know that such Person will redistribute the Covered Beverages or Related Products for ultimate sale outside the Territory.
- a. If any of such Covered Beverages or Related Products distributed or sold by Bottler are found in the territory of another authorized bottler, including a Company Owned Distributor (the “Injured Bottler”), then Bottler shall be deemed to have transshipped such Covered Beverage or Related Product and shall be deemed to be a “Transshipping Bottler” for purposes of this Agreement; provided, however, that if the Injured Bottler (other than a Company Owned Distributor) has not agreed to terms substantially similar to this Paragraph 9 with respect to the transshipment of Covered Beverages or Related Products, Bottler shall only be deemed to be a “Transshipping Bottler” if Bottler knew or should have known that the purchaser would redistribute the Covered Beverage or Related Product outside of the Territory prior to ultimate sale. If any Covered Beverages or Related Products (or any other products identified by the primary Trademark that also identifies any of the Covered Beverages or Related Products or any modification of such Trademark (i.e., the addition of a prefix, suffix or other modifier used in conjunction with any such Trademark)) distributed or sold by another authorized bottler (including a Company Owned Distributor) are found in Bottler’s Territory, then Bottler shall be referred to herein as the “Injured Bottler” and such other authorized bottler shall be referred to herein as the “Transshipping Bottler”; provided, however, that if the bottler that distributed or sold such products (other than a Company Owned Distributor) has not agreed to terms substantially similar to this Paragraph 9 with respect to the transshipment of Company’s products, Bottler will only be deemed to be an “Injured Bottler” if such bottler knew or should have known that the purchaser would redistribute the products outside of such bottler’s territory prior to ultimate sale. If Company does not have sufficient contractual rights to fully implement the transshipping remedies provided for in this Paragraph 9, Company will nevertheless use reasonable efforts to enforce its transshipping policy against the transshipping bottler to (i) prevent future transshipments, and (ii) cause the transshipping bottler to compensate Bottler to the extent possible. Bottler will only be an Injured Bottler if the product transshipped into Bottler’s Territory is a Covered Beverage or Related Product (or any other product that is identified by the primary Trademark that also identifies any of the Covered Beverages or Related Products or any modification of such trademark (i.e., the addition of a prefix, suffix or other modifier used in conjunction with any such trademark)).
- b. In addition to all other remedies Company may have against Transshipping Bottler for violation of this Paragraph 9, Company, in the case where both the Transshipping Bottler and the Injured Bottler are Expanding Participating Bottlers (or an Expanding Participating Bottler and a Company Owned Distributor), will use commercially reasonable good faith efforts, and in all other cases, may determine, in its sole discretion, to:

Classified - Confidential

- 
- i. (A) charge any Transshipping Bottler an amount equal to three times the Injured Bottler's most current average gross profit margin per case for all cases sold across all channels of the Covered Beverage or Related Product transshipped, as reasonably estimated by Company. Injured Bottler shall provide Company with any supporting documentation as reasonably requested by Company; or (B) purchase any of the Covered Beverages or Related Products distributed or sold by Transshipping Bottler found in the Injured Bottler's territory, and Transshipping Bottler will, in addition to any other obligation it may have under this Agreement, reimburse Company for Company's cost of purchasing, transporting and/or destroying such Covered Beverages or Related Products; and
    - ii. require Transshipping Bottler and/or Injured Bottler, as the case may be, to make available to representatives of Company all sales agreements and other records relating to the Covered Beverages or Related Products and assist Company in all investigations relating to the sale and distribution of Covered Beverages or Related Products outside Transshipping Bottler's Territory or to the transshipment of products by another bottler into Injured Bottler's Territory.
  - c. Bottler, CCR, and Company acknowledge and agree that the amounts provided for under Paragraph 9(b) reasonably reflect the damages to Company, the Injured Bottler, and the Coca-Cola system. Transshipping Bottler must promptly pay to Company all amounts charged pursuant to this Paragraph 9. The Injured Bottler will be paid when Company has received payment from Transshipping Bottler and will be paid an amount not less than seventy percent (70%) of the amount recovered by Company from the Transshipping Bottler under Paragraph 9(b)(i). Company has the right to collect any amounts payable by Transshipping Bottler under this Paragraph 9 by offset against any undisputed amounts otherwise payable to Transshipping Bottler by Company.
  - d. Bottler must create, implement and monitor an internal anti-transshipment compliance policy and will provide such policy to Company for review and approval. Company will have the right to audit Bottler's compliance with the policy.
  - e. If Company determines that a customer of Bottler has repeatedly transshipped Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement outside of the Territory, Company may require that Bottler develop and implement a remediation plan that will address and resolve the issue. Bottler will submit the remediation plan to Company for review and approval, and, once approved by Company, Bottler will implement the plan.
10. Company has the unrestricted right, in its sole discretion, to use the Trademarks on the Covered Beverages and Related Products and on all other products and merchandise, to determine which Trademarks will be used on which Covered Beverages and Related Products, and to determine how the Trademarks will be displayed and used on and in connection with the Covered Beverages and Related Products.
  11. Company reserves all rights not expressly granted to Bottler under this Agreement or Related Agreements.

Classified - Confidential

- 
12. If Company or a Company Affiliate on or after December 31, 2013 (a) enters into a new authorization agreement with respect to territories in the United States of America with another Expanding Participating Bottler that is more favorable to such other Expanding Participating Bottler than the terms and conditions of this Agreement in any material respect, or (b) agrees to an amendment of the terms of an existing authorization agreement with respect to territories in the United States with another Expanding Participating Bottler that is more favorable to such other Expanding Participating Bottler than the terms and conditions of this Agreement in any material respect, then Company will offer such other new agreement or amended agreement, as the case may be, in its entirety, to Bottler. The parties agree to cooperate in taking such other actions as may reasonably be required to further document any amendments and modifications resulting from the foregoing. The foregoing obligation shall not apply to any consent, waiver or approval provided under this Agreement or under any agreement held by another Expanding Participating Bottler. If CCR grants to Bottler after the Effective Date the rights to distribute, promote, market, and sell Covered Beverages and Related Products under the Trademarks in additional geographic territories under the terms of a different form of agreement, this Agreement shall be amended and restated in the form of the agreement reflecting such additional grant.

IV. GRANT BY CCR OF SUBLICENSE TO USE THE TRADEMARKS AND OBLIGATIONS OF BOTTLER RELATIVE TO THE TRADEMARKS AND OTHER MATTERS

13. Bottler acknowledges and agrees that Company is the sole and exclusive owner of all rights, title and interest in and to the Trademarks. Bottler agrees not to dispute the validity of the Trademarks or their exclusive ownership by Company either during the Term or thereafter, notwithstanding any applicable doctrines of licensee estoppel. CCR grants to Bottler only an exclusive, royalty-free license to use the Trademarks, solely in connection with the distribution, promotion, marketing, and sale of the Covered Beverages and Related Products in the Territory, and in accordance with standards adopted and issued by Company from time to time, and made available to Bottler through written, electronic, on-line or other form or media, subject to the rights reserved to Company under this Agreement. Nothing in this Agreement, nor any act or failure to act by Bottler, CCR or Company, will give Bottler any proprietary or ownership interest of any kind in the Trademarks or in the goodwill associated therewith. CCR and Bottler acknowledge and agree that all use by Bottler of the Trademarks will inure to the benefit of Company.
14. Bottler covenants and agrees (subject to any requirements imposed upon Bottler under applicable law):
- a. Not to produce, manufacture, prepare, package, distribute, sell, deal in or otherwise use or handle:
    - i. any Beverage, Beverage Component or other beverage product which is likely to be confused with or passed off for any of the Covered Beverages or Related Products or for any Beverage Component for any Covered Beverage or Related Product;

Classified - Confidential

- 
- ii. during the Term and for an additional period of two years following expiration or termination of this Agreement, (A) any Beverage, Beverage Component or other beverage product the name of which includes the word “cola” (whether alone or in conjunction with any other word or words) or any phonetic equivalent thereof, or (B) any Beverage, Beverage Component or other beverage product that is an imitation of any of the Covered Beverages or Related Products (or of any Beverage Component for any Covered Beverage or Related Product) as of the expiration or termination of this Agreement or is likely to be substituted for any of such Covered Beverages or Related Products (or for any such Beverage Component) in the Territory;
  - iii. any product that uses any trade dress or any container that (A) is an imitation, infringement or dilution of, or (B) is likely to be confused with, be perceived by consumers as confusingly similar to, be passed off as, or cause dilution of, any trade dress or container in which Company claims a proprietary right or interest;
  - iv. any product that (A) uses any trademark or other designation that is an imitation, counterfeit, copy, infringement or dilution of, or confusingly similar to any of the Trademarks, or (B) is likely to be passed off in the Territory as a product of Company because of Bottler’s association with the business of distributing and selling the Covered Beverages and Related Products; or
  - v. any Beverage, Beverage Component, or other beverage product in the Territory;

provided, however, that Bottler and its Affiliates may produce, manufacture, prepare, package, distribute, sell, deal in or otherwise use or handle (as applicable):

- (1) Covered Beverages and Related Products, subject to the terms and conditions of this Agreement and any Related Agreement,
- (2) Beverages (including Incubation Beverages), Beverage Components and other beverage products, if and to the extent (i) required in order for Bottler or any of its Affiliates to comply with its obligations under any separate written agreement with Company or any of its Affiliates, , or (ii) otherwise authorized by Company or any of its Affiliates,
- (3) Beverages, Beverage Components and other beverage products identified on Schedule 14(a) (“Permitted Beverage Products”), including (A) any Beverages, Beverage Components and other beverage products as to which Company hereafter provides prior written consent (which consent will result in the amendment of Schedule 14(a) to include such approved Beverages, Beverage Components and other beverage products), and (B) any line extension of a Permitted Beverage

Classified - Confidential

---

Product, which, solely for purposes of this Paragraph 14(a)(3), means a beverage product introduced by the licensor of the Permitted Beverage Product after the Effective Date, that is identified by the primary trademark that also identifies the Permitted Beverage Product, together with a modification of such trademark (i.e., the addition of a prefix, suffix or other modifier used in conjunction with any such trademark), including a flavor, calorie or other variation of such Permitted Beverage Product that in the reasonable judgment of Company is marketed in the same beverage category as the Permitted Beverage Product, and/or

- (4) Beverages, Beverage Components and other beverage products handled, distributed or sold by Bottler in connection with an ancillary business identified on Schedule 14(a), including any ancillary business as to which Company hereafter provides prior written consent (which consent will result in the amendment of Schedule 14(a) to include such approved ancillary business). For this purpose, Company will not unreasonably withhold its consent to a proposed ancillary business that (i) is not directly and primarily involved in the manufacture, marketing, promotion, distribution or sale of Beverages, Beverage Components and other beverage products (e.g., sale, lease or servicing of equipment used in the distribution of beverages to third parties), or (ii) provides office coffee service to offices or facilities.

b. Not to acquire or hold directly or indirectly through any Affiliate any ownership interest in any person or entity that engages in the Territory in any of the activities prohibited under Paragraphs 14(a)(i) – 14(a)(v) (as subject to the exceptions in Paragraph 14(a)), and not enter into any contract or arrangement with respect to the management or control of any person or legal entity that would enable Bottler or any Affiliate of Bottler acting collectively with such person or legal entity to indirectly engage in the Territory in any of the activities prohibited under Paragraphs 14(a)(i) – 14(a)(v) (as subject to the exceptions in Paragraph 14(a)); provided, that Bottler and its Affiliates will be permitted to acquire and own securities registered pursuant to the Securities Exchange Act of 1934, as amended, or registered for public sale under similar laws of a foreign country, of a company that engages in any of the activities prohibited under Paragraphs 14(a)(i) – 14(a)(v) (as subject to the exceptions in Paragraph 14(a)), in pension, retirement, annuity, life insurance, and estate planning accounts, plans and funds administered by Bottler or any of its Affiliates for the benefit of employees, officers, shareholders or directors of Bottler or any of its Affiliates, where investment decisions involving such securities are made by independent outside investment or fund managers that are not Affiliates of Bottler, so long as such ownership represents a passive investment and that neither Bottler nor any Affiliate of Bottler in any way, either directly or indirectly, manages or exercises control of such company, guarantees any of its financial obligations, consults with, advises, or otherwise takes any part in its business (other than exercising rights as a shareholder), or seeks to do any of the foregoing; or

Classified - Confidential



---

c. Not to use in the Territory any delivery vehicles, cases, cartons, coolers, vending machines or other equipment bearing Company's Trademarks in connection with any line of business in the Territory other than the distribution and sale of Covered Beverages and Related Products or assign personnel or management whose primary duties relate to delivery or sales of Covered Beverages or Related Products in the Territory (other than executive officers of Bottler) to any line of business in the Territory other than the distribution, promotion, marketing, and sale of Covered Beverages and Related Products; provided, however, that:

- i. any of Bottler's assets and personnel or management whose primary duties relate to delivery or sales of Covered Beverages or Related Products within the Territory may be used in (A) a permitted line of business listed on Schedule 14(c), including any line of business as to which Company hereafter provides prior written consent, which consent will not be unreasonably withheld by Company and will result in the amendment of Schedule 14(c) to include such approved line of business, or (B) a business that is otherwise expressly permitted under Paragraph 14(a)(1)-(4) (collectively, "Approved Lines of Business"), and Bottler may engage in Approved Lines of Business anywhere within (or, as applicable, outside of) Bottler's Territory without further approvals from Company; and
- ii. Company and Bottler acknowledge that to meet competition Bottler may from time to time be required to agree to deliver a *de minimis* volume of non-alcoholic beverage products and/or other consumable products in the Territory that would otherwise be prohibited by Paragraph 14(a) or Paragraph 14(c) to certain local, on-premise vending, cafeteria and workplace customers that offer a contract for the supply of all such beverage and consumable products that are delivered to a particular location (e.g., a vending machine, office location, arena, or on premise employee store). In such circumstances, Bottler agrees to use best efforts to comply with Paragraph 14(a) and Paragraph 14(c); provided however that Company consents to delivery by Bottler of a *de minimis* volume of such products to such customers in the Territory to the extent that, despite Bottler's best efforts to satisfy customer demand for Covered Beverages and Related Products consistent with Paragraphs 14(a) and Paragraph 14(c), such customers nonetheless require such delivery by Bottler to meet competition. For each such instance, if requested by Company, Bottler agrees to provide to Company such information as may reasonably be requested by Company so that Company can assess Bottler's compliance with this Paragraph 14(c)(ii) (including information regarding the nature of the competitive threat and the volumes of product involved).

Classified - Confidential

- 
15. Except as set forth on Schedule 15 or as otherwise permitted under separate written agreement between Bottler and Company or a Company Affiliate, Bottler must not adopt or use any name, corporate name, trading name, title of establishment or other commercial designation or logo that includes the words "Coca-Cola", "Coca", "Cola", "Coke", or any of them, or any word, name or designation that is confusingly similar to any of them, or any graphic or visual representation of the Trademarks or any other Trademark or intellectual property owned by Company, without the prior written consent of Company, which consent shall not be unreasonably withheld and will be contingent on Bottler's compliance with this Agreement.
  16. Bottler, recognizing the important benefit to the Trademarks, to the successful marketing of the Covered Beverages, Related Products, and to the Coca-Cola system of a uniform external appearance of the distribution and other equipment and materials used under this Agreement, agrees to the extent such Trademarks are utilized by Bottler in the Territory to accept and within a reasonable period of time apply any new or modified standards adopted and issued from time to time by Company that are generally applicable, and made available to Bottler through written, electronic, on-line or other form or media for the design and decoration of trucks and other delivery vehicles, cases, cartons, coolers, vending machines and other materials and equipment that bear such Trademarks and are used in the distribution, promotion, marketing, and sale of Covered Beverages and Related Products in the Territory. If Company changes such standards, the new standards will apply to any such assets acquired by Bottler following notice of the change in standards to the extent Bottler uses the trademark on such assets in the Territory, and will be applied to such existing assets in the normal course of Bottler's business (e.g., trucks would be repainted consistent with normal maintenance cycles).

V. OBLIGATIONS OF BOTTLER RELATIVE TO DISTRIBUTION, SALES, MARKETING, COMMERCIAL, MANAGEMENT, REPORTING AND PLANNING ACTIVITIES

17. Bottler will:
  - a. make capital expenditures in Bottler's business of distributing, promoting, marketing and selling Covered Beverages and Related Products in the Territory as reasonably required for Bottler to comply with its obligations under this Agreement, for the organization, installation, operation, maintenance and replacement within the Territory of such warehousing, distribution, delivery, transportation, vending equipment, merchandising equipment, and other facilities, infrastructure, assets, and equipment;
  - b. buy exclusively from Company (directly or through CCR or another Company Affiliate) or a Company Authorized Supplier, in accordance with the terms and conditions of the Finished Goods Supply Agreement, Covered Beverages and Related Products in the quantities required to satisfy fully the demand for the Covered Beverages and Related Products in the Territory;

Classified - Confidential

---

c. budget and expend such funds for its own account for marketing and promoting the Covered Beverages and Related Products as reasonably required to create, stimulate and sustain the demand for the Covered Beverages and Related Products in the Territory, provided that Bottler must use, publish, maintain or distribute within the Territory only such advertising, marketing, promotional or other materials relating to the Covered Beverages or the Related Products that are in accordance with standards adopted and issued by Company from time to time or that Company has otherwise approved or authorized. Company may agree from time to time and subject to such terms and conditions as Company stipulates in each case to contribute financially to Bottler's marketing programs. Company may also undertake, at its own expense and independently from Bottler, any additional advertising, marketing or promotional activities in the Territory that Company deems useful or appropriate;

d. use all approved means as may be reasonably necessary to meet the continuing responsibility of Bottler to develop and stimulate and satisfy fully the demand for Covered Beverages and Related Products within the Territory and maintain the consolidated financial capacity reasonably necessary to assure that the Bottler and all Bottler Affiliates will be financially able to perform their respective duties and obligations under this Agreement;

e. provide to Company each year and review with Company an annual and long range operating plan and budget for the distribution and sale of Covered Beverages and Related Products in the Territory, including financials and capital investment budgets, and, if requested by Company, discuss changes in general management and senior management of Bottler whose primary duties relate to the distribution and sale of Covered Beverages and Related Products in the Territory, except to the extent otherwise prohibited by applicable law;

f. maintain accurate books, accounts and records relating to the purchasing, distribution, promotion, marketing, and sale of Covered Beverages and Related Products in the Territory; and

g. provide to Company such operational, financial, accounting, forecasting, planning and other information, including audited and unaudited financial statements, income statements, balance sheets, statements of cash flow, operating metrics, and total and outlet level volume performance for each and all Covered Beverages and Related Products in the Territory, to the extent, in the form and manner, and at such times as reasonably required by Company to determine whether Bottler is performing its obligations under this Agreement, including Paragraphs 17(a)–17(d) (the "Financial Information"). The parties recognize that the Financial Information is critical to the ability of CCR and Company to maintain, promote, and safeguard the overall performance, efficiency, and integrity of the customer management, distribution and sales system. Company will hold the Financial Information provided by Bottler in accordance with the confidentiality provisions of Paragraph 50 and shall not use such information for any purpose other than determining compliance with this Agreement or any Related Agreement.

Classified - Confidential

---

VI. OBLIGATIONS OF BOTTLER RELATIVE TO THE STORAGE AND HANDLING OF THE COVERED BEVERAGES AND RELATED PRODUCTS

18. Bottler's handling, storage, delivery and merchandising of the Covered Beverages and Related Products supplied to Bottler under the Finished Goods Supply Agreement must at all times conform to the quality and safety standards and instructions, including quality, hygienic, environmental and otherwise, established in writing, including through electronic systems and media, from time to time by Company and must, in all events, conform with all applicable food, health, environmental, safety, sanitation and other relevant laws, regulations and other legal requirements applicable in the Territory.
19. If Company or CCR determines or becomes aware of the existence of any quality or technical problems relating to Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement, CCR or Company will immediately notify Bottler by telephone, fax, e-mail or any other form of immediate communication. CCR or Company may require Bottler to take all necessary action to recall all of the Covered Beverages or Related Products in the Territory, or withdraw immediately any such Covered Beverages or Related Products from the market or the trade, as the case may be. CCR or Company will notify Bottler by telephone, fax, e-mail or any other form of immediate communication with written confirmed receipt, of the decision by CCR or Company to require Bottler to recall Covered Beverages or Related Products in the Territory or withdraw such Covered Beverages or Related Products from the market or trade, and Bottler must, upon receipt of such notice, immediately cease distribution of such Covered Beverages or Related Products in the Territory and take such other actions as may be required by Company or CCR in connection with the recall of Covered Beverages or Related Products in the Territory or withdrawal of such Covered Beverages or Related Products in the Territory from the market or trade.
20. If Bottler determines or becomes aware of the existence of quality or technical problems relating to Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement, then Bottler must immediately notify CCR and Company by telephone, fax, e-mail or any other form of immediate communication with written confirmed receipt. This notification must include: (1) the identity and quantities of Covered Beverages or Related Products involved, including the specific packages, (2) coding data, and (3) all other relevant data that will assist in tracing such Covered Beverages or Related Products.
21. If any withdrawal or recall is caused by quality or technical defects arising from the manufacture, packaging, storage or shipment of the Covered Beverages or Related Products or other packaging or materials supplied by Company (directly or through CCR or another Company Affiliate) or a Company Authorized Supplier prior to delivery to Bottler, Company,

Classified - Confidential

---

CCR, other Company Affiliate or the other Company Authorized Supplier, as the case may be, will reimburse Bottler for all reasonable expenses incurred by Bottler in connection with such withdrawal or recall. If any withdrawal or recall of any Covered Beverage or Related Product supplied to Bottler under the Finished Goods Supply Agreement is caused by Bottler's failure to handle the Covered Beverage or Related Product properly after delivery to Bottler, then Bottler will bear the reasonable expenses of such withdrawal or recall and reimburse Company (or CCR or another Company Affiliate) or the Company Authorized Supplier, as the case may be, for all reasonable expenses incurred in connection with such withdrawal or recall.

22. Bottler will permit Company, its officers, agents or designees, at all times upon reasonable request by Company, to enter and inspect the facilities, equipment and methods used by Bottler, whether directly or incidentally, in or for the storage and handling of the Covered Beverages and Related Products to be distributed in the Territory to ascertain whether Bottler is complying with the terms of this Agreement, including Paragraphs 18 and 19. Bottler will also provide Company with all the information regarding Bottler's compliance with the terms of this Agreement, including Paragraphs 18 and 19, as Company may reasonably request from time to time.

#### VII. CONDITIONS OF PURCHASE AND SALE

23. Company (directly or through CCR or another Company Affiliate) will furnish the Covered Beverages and Related Products for sale and distribution in the Territory in accordance with the pricing terms and other terms and conditions set forth in the Finished Goods Supply Agreement. Bottler acknowledges and agrees that Company (directly or through CCR or another Company Affiliate) reserves the right to establish and revise at any time, in its sole discretion, the price of the Covered Beverages and Related Products, subject to the provisions of the Finished Goods Supply Agreement. Bottler further acknowledges that Company reserves the right to establish and revise at any time, in its sole discretion, the price of concentrate, beverage base, or any other constituent part sold by Company to CCR, another Company Affiliate, or any other Company Authorized Supplier for the manufacture of the Covered Beverages and Related Products. If Bottler rejects a change in price or the other terms and conditions contained in any such notice, then Bottler shall so notify CCR and Company within thirty (30) days of receipt of such notice, and this Agreement will terminate ninety (90) days after the date of such notification of rejection of the change by Bottler. The change in price so rejected by Bottler shall not apply to purchases of Covered Beverages and Related Products by Bottler during such ninety (90) day period preceding termination. Failure by Bottler to notify Company and CCR of its rejection of the changes in price or such other terms and conditions shall be deemed acceptance thereof by Bottler.

Classified - Confidential

- 
24. Additional terms and conditions of purchase and sale, including warranties, quantities, shipment, risk of loss and delivery of Covered Beverages and Related Products are as set forth in the Finished Goods Supply Agreement.

#### VIII. OWNERSHIP AND CONTROL OF BOTTLER

25. Bottler hereby acknowledges the personal nature of Bottler's obligations under this Agreement, including with respect to the performance standards applicable to Bottler, the dependence of the Trademarks on proper quality control, the level of marketing effort required of Bottler to stimulate and maintain demand for the Covered Beverages and Related Products in the Territory, and the confidentiality required for protection of Company's trade secrets and confidential information. Bottler represents and warrants to Company that, prior to execution of this Agreement, Bottler has made available to Company a complete and accurate list of any of Bottler's owners that own more than five percent (5%) of the outstanding securities of Bottler, and/or of any third parties having a right to, or effective power of, control or management of Bottler. Bottler covenants and agrees:
- a. to inform Company without delay of any changes in the record ownership (or, if known to Bottler, any change in the Beneficial Ownership) of more than 10% of the shares of Bottler's outstanding equity interests in a transaction or series of related transactions, provided, that if Bottler is subject to the disclosure and reporting requirements of the Securities Exchange Act of 1934, as amended, this provision shall not apply; and
  - b. not to change its legal form of organization without first obtaining the written consent of Company, which consent will not be unreasonably withheld, conditioned or delayed. It is understood and agreed that Company will not withhold its consent unless the change in legal form could reasonably be expected to affect Bottler's obligations under this Agreement. For this purpose, (i) the making of an election to be taxed as a Subchapter S corporation for federal income tax purposes, or termination of such an election, and/or (ii) reincorporation in another state within the United States of America, will not be considered a change in Bottler's legal form of organization and will not require Company's consent.
26. Bottler acknowledges that Company has a vested and legitimate interest in maintaining, promoting and safeguarding the overall performance, efficiency and integrity of Company's bottling, distribution and sales system. Bottler therefore covenants and agrees:
- a. Not to assign, transfer or pledge this Agreement or any interest herein, in whole or in part, whether voluntarily, involuntarily, or by operation of law (including by merger or liquidation), or sublicense its rights under this Agreement, in whole or in part, to any third party or parties, without the prior written consent of Company; and
  - b. Not to delegate any material element of Bottler's performance under this Agreement, in whole or in part, to any third party or parties without the prior written consent of Company.

Classified - Confidential

---

c. Any attempt to take such actions prohibited by this Paragraph 26 without such consent shall be void and shall be deemed to be a material breach of this Agreement.

d. Notwithstanding the foregoing, the following shall be expressly permitted hereunder:

- i. Bottler may, after written notice to Company, assign, transfer or pledge this Agreement or any interest herein, in whole or in part, or delegate any material element of Bottler's performance of this Agreement, in whole or in part, to any wholly-owned Affiliates of Bottler; provided that (a) any such Affiliate must agree in writing to be bound by and comply with the terms and conditions of this Agreement, and (b) any such assignment, transfer, pledge or delegation will not relieve Bottler of any of its obligations under this Agreement; and
- ii. Bottler may engage third party contractors and service providers for the purpose of receiving services relating to non-core functions (e.g., back-office administrative services, HR, payroll, information technology services and similar services); provided that (i) Bottler will retain full responsibility to Company for all of Bottler's obligations under this Agreement; and (ii) Bottler may not subcontract core functions (i.e., market/customer facing functions) without the prior consent of Company.

#### IX. TERM OF AGREEMENT

27. This Agreement will commence on the Effective Date and continue for an initial period of ten (10) years (the "Initial Term"), unless earlier terminated pursuant to the provisions of Paragraph 23, Article X (Commercial Impracticability and Force Majeure), Article XI (Termination for Defined Events) or Article XII (Deficiency Termination).
28. Bottler may elect not to renew this Agreement upon expiration of the Initial Term or any Additional Term by providing CCR and Company with written notice of its intention at least one year prior to expiration of the Initial Term or any Additional Term, as the case may be.
29. Unless Bottler has given notice of its intention not to renew as provided in Paragraph 28, or this Agreement has otherwise been earlier terminated as provided in Paragraph 23, Article X (Commercial Impracticability and Force Majeure), Article XI (Termination for Defined Events) or Article XII (Deficiency Termination), the then effective term of this Agreement will automatically renew for successive additional terms of ten (10) years each (each an "Additional Term").

Classified - Confidential

---

X. COMMERCIAL IMPRACTICABILITY AND FORCE MAJEURE

30. With respect to any one or more Covered Beverages and Related Products supplied to Bottler under the Finished Goods Supply Agreement (the “Affected Products”) and the Territory or any portion thereof (the “Affected Territory”), as applicable, the obligation of Company (including any of its Affiliates) or Company Authorized Supplier to supply Affected Products to Bottler and Bottler’s obligation to purchase Affected Products from Company, its Affiliates, or a Company Authorized Supplier and to distribute, promote, market, and sell the Affected Products in accordance with the terms of this Agreement shall be suspended during any period when there occurs a change in applicable laws, regulations or administrative measures (including any government permission or authorization regarding customs, health or manufacturing, and further including the withdrawal of any government authorization required by any of the parties to carry out the terms of this Agreement), or issuance of any judicial decree or order binding on any of the parties hereto, in each case in such a manner as to render unlawful or commercially impracticable: (i) the importation of any essential ingredients of the Affected Products, which cannot be produced in quantities sufficient to satisfy the demand therefor in the Territory by existing Company (including any of its Affiliates) or Company Authorized Supplier facilities in the United States; (ii) the manufacture and distribution of Affected Products to Bottler; or (iii) Bottler’s distribution, promotion, marketing and sale of Affected Products within the Affected Territory. To the extent that Bottler is unable to perform its obligations as a consequence of any of the contingencies set forth in this Paragraph 30, and for the duration of such inability, Company (including any of its Affiliates) and Company Authorized Suppliers shall be relieved of their respective obligations under the Finished Goods Supply Agreement. If any of the contingencies set forth in this Paragraph 30 persists so that either party’s obligation to perform is suspended for a period of two (2) years or more, the other party may upon written notice terminate this Agreement and any Related Agreements with regard to the Affected Products and the Affected Territory, as applicable, without paying any compensation or other liability for damages.
31. Neither Company (including any of its Affiliates or any Company Authorized Supplier) nor Bottler shall be liable for or be subject to any claim for breach or termination as the result of a failure to perform any of their respective obligations under this Agreement if and to the extent that such failure is caused by or results from a Force Majeure Event; provided, however:
- i. The party claiming the excuse afforded by this Paragraph 31 must use commercially reasonable efforts to comply with any excused obligations under this Agreement that are impaired by such Force Majeure Event; and
  - ii. If Bottler is the party claiming the excuse afforded by this Paragraph 31, to the extent that Bottler is unable to remediate the effect on its ability to perform caused by such Force Majeure Event with respect to all or any portion of the Territory within: (i) three (3) months from the date of the occurrence of the Force Majeure Event, then Company shall have the right (but not the obligation) upon not less than one (1) month prior written notice to suspend this Agreement and Related Agreements within the affected parts of the Territory (or the entire Territory to the extent affected by such event) during the period of time that such Force Majeure Event

Classified - Confidential



---

results in Bottler being unable to perform its obligations under this Agreement; and (ii) two (2) years from the date of occurrence of the Force Majeure Event, then Company shall have the right to terminate this Agreement and Related Agreements as to the affected portion of the Territory. During the period of any such suspension, Company or any third party designated by Company shall have the right to market, promote, sell, and distribute Covered Beverages and Related Products, and otherwise exercise Bottler's rights and perform services otherwise required of Bottler under this Agreement and Related Agreements within any such affected portion of the Territory, without any obligation to account to Bottler for profits from the distribution of Covered Beverages and Related Products in the Territory that are not distributed by Bottler.

iii. "Force Majeure Event" means any:

- (i) strike, blacklisting, boycott or sanctions imposed by a sovereign nation or supra-national organization of sovereign nations, however incurred; or
- (ii) act of God, force majeure, public enemies, embargo, quarantine, riot, insurrection, a declared or undeclared war, state of war or belligerency or hazard or danger incident thereto.

#### XI. TERMINATION FOR DEFINED EVENTS

32. This Agreement will terminate immediately without any liability on the part of CCR or Company for damages if any of the following events occur:

a. Bottler files a voluntary petition or consents to an involuntary petition for bankruptcy under any Chapter of Title 11 of the United States Code, as amended, or under any other federal insolvency law which presently exists or may exist hereafter; Bottler voluntarily commences any bankruptcy, insolvency, assignment for the benefit of creditors proceeding, case, or suit or consents to such a proceeding, case or suit under the laws of any state, commonwealth or territory of the United States or any country, kingdom or commonwealth not governed by the United States; an involuntary petition for bankruptcy, insolvency, assignment for the benefit of creditors, proceeding, case or suit under the laws of any state, territory or commonwealth of the United States or any country, commonwealth or kingdom not governed by the United States is filed against Bottler and such a proceeding, suit or case is not dismissed within sixty (60) days after the commencement of such a proceeding, case or suit or the order of dismissal is appealed and stayed; Bottler makes an assignment for the benefit of creditors, deed of trust for the benefit of creditors or makes an arrangement or composition with creditors; a receiver or trustee for Bottler or for any interest in Bottler's business is appointed and such order or decree appointing the receiver or trustee is not vacated, dismissed or discharged within sixty (60) days after such appointment or such order or decree is appealed and stayed;

Classified - Confidential

- 
- b. Any of Bottler's equipment or facilities are subject to attachment, levy or other final process for more than twenty (20) days or any of its equipment or facilities is noticed for judicial or non-judicial foreclosure sale and such attachment, levy, process or sale would materially and adversely affect Bottler's ability to fulfill its obligations under this Agreement;
  - c. Bottler becomes insolvent or ceases to conduct its operations relating to the distribution and sale of Covered Beverages and Related Products in the Territory in the normal course of business; or
  - d. Any Bottler's Contract, Bottler's Bottle Contract, or Master Bottle Contract (as the case may be) for Coca-Cola, listed on Schedule 32(d), or any other Comprehensive Beverage Agreement, between Company and Bottler or their respective Affiliates is terminated by Company under provisions that permit termination without damages due to Bottler's breach or default, unless Company agrees in writing that this Paragraph 32(d) will not be applied by Company to such termination.

## XII. DEFICIENCY TERMINATION

- 33. In addition to the events of default and remedy described in Paragraph 32, Company may also terminate this Agreement, subject to the requirements of Paragraph 34, if any of the following events of default occur:
  - a. Bottler fails to make timely payment for Covered Beverages or Related Products, or of any other material debt owing to Company;
  - b. The condition of the facilities or equipment used by Bottler in distributing or selling the Covered Beverages and Related Products within the Territory fails to meet the sanitary standards reasonably established by Company;
  - c. Bottler fails to handle the Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement in strict conformity with such standards and instructions as Company may reasonably establish;
  - d. Bottler or any Affiliate of Bottler engages in any of the activities prohibited under Paragraph 14;
  - e. Bottler fails to comply with its obligations under Paragraph 17; or

Classified - Confidential

---

f. Bottler breaches in any material respect any of Bottler's other material obligations under this Agreement. Company may either: (i) exercise its right to terminate under this Paragraph 33 (subject to Paragraph 34), or (ii) pursue any rights and remedies (other than termination) against Bottler with respect to any such event of default.

34. Upon the occurrence of any of the events of default enumerated in Paragraph 33, Company will give Bottler written notice of default. Within sixty (60) days of receipt of such notice, Bottler will provide Company with a written proposed plan for corrective action, which plan must provide for correction of all issues identified in the notice of default within one year or less. Company will negotiate in good faith with Bottler the terms of the corrective action plan. If Company and Bottler fail to agree on a corrective action plan within sixty (60) days of Bottler's tender of such plan, Bottler must cure the default described in such notice within one year of receipt of the notice of default. If Bottler fails to implement the agreed corrective action plan to Company's reasonable satisfaction within the time period specified by the corrective action plan, or, if the parties fail to agree to a corrective action plan and Bottler does not cure within one year of receipt of notice of default, the default will be deemed not to have been cured within such period, and Company may, by giving Bottler further written notice to such effect, terminate this Agreement, suspend sales of Covered Beverages and Related Products to Bottler and require Bottler to cease distribution of Covered Beverages and Related Products in the Territory. The provisions of this Paragraph 34 will not limit Company's right to pursue remedies other than termination under Paragraph 33. In the case of a breach by Bottler or one of its Affiliates of its obligations under this Agreement (other than a Product Quality Issue), such breach will be deemed to be cured for purposes of this Paragraph 34 if Bottler (or its Affiliate) has terminated the acts or omissions described in such notice of breach, and has taken reasonable steps under the circumstances to prevent the recurrence of such breach. In the case of a Product Quality Issue, Bottler shall have a period of sixty (60) days within which to cure the default, including, at the instruction of Company, and at Bottler's expense, by the prompt withdrawal from the market and destruction of any affected Finished Product. If the Product Quality Issue has not been cured within such sixty (60) day period, Company (or the Company Authorized Supplier) may suspend sales of Covered Beverages and Related Products to Bottler for distribution and sale in the Territory under this Agreement. During such second sixty (60) day cure period, Company may supply, or cause or permit others to supply, Covered Beverages and Related Products in the Territory. If such Product Quality Issue has not been cured during the second sixty (60) day cure period, then Company may terminate this Agreement by giving Bottler written notice thereof. "Product Quality Issue" means a breach of Paragraph 18 or Paragraph 19 caused by a product quality issue involving the Covered Beverages or Related Products that results from the gross negligence or willful misconduct of Bottler and that materially and adversely affects one or more of the Trademarks.

Classified - Confidential

---

XIII. OTHER CONSEQUENCES OF TERMINATION

35. Upon the expiration without renewal or earlier termination of this Agreement and thereafter:

a. Bottler must not distribute or sell the Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement or make any use of the Trademarks, Finished Product or advertising, marketing or promotional material used or which are intended for use by Bottler in connection with the distribution and sale of the Covered Beverages or Related Products within the Territory;

b. Bottler must promptly eliminate all references in the Territory to CCR, Company, the Covered Beverages, the Related Products, and the Trademarks from the premises, delivery vehicles, vending machines, coolers and other equipment of Bottler located in the Territory and from all business stationery used in the Territory and all written, graphic, electromagnetic, digital or other advertising, marketing or promotional material used in the Territory or maintained by Bottler for use in the Territory, and Bottler must not hold forth in any manner whatsoever that Bottler has any connection with CCR, Company, the Covered Beverages, the Related Products or the Trademarks relating to the sale and distribution of Covered Beverages and Related Products in the Territory relating to the sale and distribution of Covered Beverages and Related Products in the Territory;

c. Company may, at Company's option, require Bottler to promptly deliver to Company, CCR or a third party, in accordance with such instructions as Company may give, all of the Covered Beverages and Related Products, and marketing, advertising or promotional materials for the Covered Beverages and Related Products still in Bottler's possession or under its control, in each case that were to be distributed, sold or used exclusively in the Territory, and Company will, upon delivery thereof pursuant to such instructions, pay to Bottler a sum equal to the reasonable market value of such supplies or materials, provided that Company will accept and pay for only such supplies or materials as are in first class and usable condition; and provided further that all marketing, advertising and promotional materials bearing the name of Bottler for use exclusively in the Territory and any such supplies and materials which are unfit for use according to Company's standards will be destroyed by Bottler without cost to Company; and

d. All rights and obligations under this Agreement, whether specifically set out or whether accrued or accruing by use, conduct or otherwise, will expire, cease and end, excepting (i) all provisions concerning the obligations of Bottler as set forth in Paragraph 39, (ii) all claims for amounts due and payable by one party to the other under the terms of this Agreement as of the date of termination, and (iii) each of the Paragraphs in Article XIV (General Provisions), all of which will continue in full force and effect, provided always that this provision will not affect any rights any party may have against the other in respect of any claim for nonpayment of any debt or account owed by Bottler to CCR, Company or Company Authorized Suppliers or by CCR or Company to Bottler.

Classified - Confidential

---

XIV. GENERAL PROVISIONS:

36. CCR and Company may assign any of their respective rights and delegate all or any of their respective duties or obligations under this Agreement to one or more of Company or Company Affiliates provided, however, that any such delegation will not relieve CCR or Company from any of their respective contractual obligations under this Agreement.
37. Company reserves and has the sole and exclusive right and responsibility to institute any civil, administrative or criminal proceedings or actions, and generally to take or seek any available legal remedy it deems desirable, for the protection of its reputation, the Trademarks, and other intellectual property rights, as well as for the Covered Beverages and Related Products, and to defend any action affecting these matters. At the request of Company, Bottler will render reasonable assistance in any such action, including, if requested to do so in the sole discretion of Company, allowing Bottler to be named as a party to such action. However, no financial burden will be imposed on Bottler for rendering such assistance. Bottler shall not have any claim against CCR or Company as a result of such proceedings or action or for any failure to institute or defend such proceedings or action. Bottler must promptly notify CCR and Company of any litigation or proceedings instituted or threatened against Bottler affecting these matters. Bottler must not institute any legal or administrative proceedings against any third party which may affect the interests of Company in the Trademarks without the prior written consent of Company, in its sole discretion.
38. Bottler will consult with CCR and Company on all product liability claims, proceedings or actions brought against Bottler in connection with the Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement and will take such action with respect to the defense of any such claim or lawsuit as CCR or Company may reasonably request in order to protect the interests of Company in the Covered Beverages and Related Products or the goodwill associated with the Trademarks.
39. CCR and Company will indemnify, protect, defend and hold harmless each of Bottler and their Affiliates, directors, officers, employees, shareholders, owners and agents, from and against all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses (collectively, "Losses"), to the extent arising from, connected with or attributable to: (a) Company's or CCR's (or another Company Affiliate's) manufacture or handling of the Covered Beverages or Related Products; (b) the breach by Company or CCR of any provision this Agreement; (c) Bottler's use, in accordance with this Agreement and Company guidelines respecting use of Company intellectual property, of the Trademarks or of package labels, POS materials and other local marketing and merchandising materials supplied by Company or CCR in conjunction with the distribution and sale of the Covered Beverages or Related Products; or (d) the inaccuracy of any warranty or representation made by Company or CCR herein or in connection herewith. None of the above indemnities shall require Company to indemnify, protect, defend or hold harmless any indemnitee with respect to any claim to the extent such claim arises from, is connected with or is attributable to the negligence or willful misconduct of such indemnitee. Bottler will indemnify, protect, defend and hold harmless each of Company and its Affiliates, directors, officers, employees,

Classified - Confidential

---

shareholders, owners and agents, from and against all Losses to the extent arising from, connected with or attributable to: (a) Bottler's handling, distribution, promotion, marketing, and sale of the Covered Beverages or Related Products supplied to Bottler under the Finished Goods Supply Agreement (except to the extent caused by Company's, CCR's or another Company Affiliate's manufacture or handling of the Covered Beverages or Related Products); (b) the breach by Bottler of any provision of this Agreement; or (c) the inaccuracy of any warranty or representation made by Bottler herein or in connection herewith. None of the above indemnities shall require Bottler to indemnify, protect, defend or hold harmless any indemnitee with respect to any claim to the extent such claim arises from, is connected with or is attributable to the negligence or willful misconduct of such indemnitee. No party will be obligated under this Paragraph 39 to indemnify the other parties for Losses consisting of lost profits or revenues, loss of use, or similar economic loss, or for any indirect, special, incidental, consequential or similar damages ("Consequential Damages") arising out of or in connection with the performance or non-performance of this Agreement (except to the extent that an indemnified third party claim asserted against a party includes Consequential Damages).

40. Bottler shall obtain and maintain a policy of insurance with insurance carriers in such amounts and against such risks as would be maintained by a similarly situated company of a similar size and giving full and comprehensive coverage both as to amount and risks covered in respect of matters referred to in Paragraph 39 (including Bottler's indemnity of Company and CCR contained therein) and shall on request produce evidence satisfactory to CCR and Company of the existence of such insurance. Compliance with this Paragraph 40 will not limit or relieve Bottler from its obligations under Paragraph 39. In addition, Bottler will satisfy the insurance requirements specified on Schedule 40.
41. CCR, Company and Bottler recognize that incidents may arise in connection with this Agreement which can threaten the reputation and business of Bottler and/or negatively affect the good name, reputation and image of CCR, Company or the Trademarks. In order to address such incidents, including any questions of quality of the Covered Beverages or Related Products that may occur, Bottler will designate and organize an incident management team and inform CCR and Company of the members of such team. Bottler further agrees to cooperate fully with CCR, Company and such third parties as Company may designate and coordinate all efforts to address and resolve any such incident consistent with procedures for crisis management that may be issued to Bottler by CCR or Company from time to time.
42. If any provision of this Agreement is or becomes legally ineffective or invalid, the validity or effect of the remaining provisions of this Agreement shall not be affected; provided that the invalidity or ineffectiveness of the said provision shall not prevent or unduly hamper performance hereunder or prejudice the ownership or validity of the Trademarks.

Classified - Confidential

---

43. As to all matters and things herein mentioned, the parties agree:

a. This Agreement sets forth the entire agreement among Company, CCR and Bottler with respect to the subject matter hereof, and all prior understandings, commitments or agreements relating to such matters among the parties or their predecessors-in-interest are of no force or effect and are cancelled hereby; provided, however, that any written representations made by Bottler upon which CCR or Company relied in entering into this Agreement shall remain binding upon Bottler to the extent identified on Schedule 43(a);

b. any waiver, amendment or modification of this Agreement or any of its provisions, and any notices given or consents made under this Agreement shall not be binding upon Bottler, CCR, or Company unless made in writing, signed by an officer or other duly qualified and authorized representative of each, and personally delivered or sent by telegram, telex or certified mail, or a duly qualified and authorized freight courier to an officer or other duly qualified and authorized representative of the other parties and will be deemed to be given on the date such notice is dispatched, such hand delivery is effected, such registered letter is mailed, or such couriered delivery is dispatched. Such written notices must be addressed to the last known address of the party concerned. Each party will promptly advise the other party of any change in its address.

c. This Agreement does not affect in any way the respective rights and obligations of the parties under existing agreements between and among any of Company, Bottler and any of their respective Affiliates, and each such agreement will continue in full force and effect in accordance with its respective terms. The termination of this Agreement will not cause the termination of any of such existing agreements between Company (or any of its Affiliates) and Bottler (or any of its Affiliates), including those contracts on Exhibit D.

44. Failure of CCR, Company or Bottler (including any of their respective Affiliates) to exercise promptly any right herein granted, or to require strict performance of any obligation undertaken herein by the other party, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by Bottler, CCR or by Company.

45. Bottler is an independent contractor and is not an agent of, or a partner or joint venturer with, CCR or Company. Each of CCR, Company and Bottler agrees that it will neither represent, nor allow itself to be held out as an agent of, or partner or joint venturer with the other (including any of its Affiliates). Bottler and Company do not intend to create, and this Agreement shall not be construed to create, a partnership, joint venture, agency, or any form of fiduciary relationship. Each party covenants and agrees never to assert that a partnership or joint venture exists or has been created under or in connection with this Agreement and the Related Agreements. There is no partnership, joint venture, agency, or any form of fiduciary relationship existing between Bottler and Company, but if it there is determined or found to be a partnership, joint venture, or agency, then Bottler and Company expressly disclaim all fiduciary duties that might otherwise exist under applicable law.

Classified - Confidential

- 
46. The headings herein are solely for the convenience of the parties and shall not affect the interpretation of this Agreement. As used in this Agreement, the phrase “including” means “including, without limitation” in each instance. References in this Agreement to Paragraphs are to the respective Paragraphs of this Agreement, and references to Exhibits and Schedules are to the respective Exhibits and Schedules to this Agreement.
  47. The parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original.
  48. If Bottler’s signature or acknowledgment is required or requested with respect to any document in connection with this Agreement and any employee or representative authorized by Bottler “clicks” in the appropriate space on the website designated by CCR or Company or takes such other action as may be indicated by CCR or Company, Bottler shall be deemed to have signed or acknowledged the document to the same extent and with the same effect as if Bottler had signed the document manually; provided, however, that no such signature or acknowledgment shall amend, conflict with, or vary the terms and conditions of this Agreement. Bottler acknowledges and agrees that Bottler has the ability and knowledge to print information delivered to Bottler electronically, or otherwise knows how to store that information in a way that ensures that it remains accessible to Bottler in an unchanged form.
  49. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of Georgia, United States of America, without giving effect to any applicable principles of choice or conflict of laws, as to contract formation, construction and interpretation issues, and the federal trademark laws of the United States of America as to trademark matters. The parties agree that any lawsuit commenced in connection with, or in relation to, this Agreement shall be brought in a United States District Court, if there is any basis for federal court jurisdiction. If the party bringing such action reasonably concludes that federal court jurisdiction does not exist, then the party may commence such action in any court of competent jurisdiction.
  50. In the performance of this Agreement, each party may disclose to the other party certain Proprietary Information. The Proprietary Information of the Disclosing Party will remain the sole and exclusive property of the Disclosing Party or a third party providing such information to the Disclosing Party. The disclosure of the Proprietary Information to the Receiving Party does not confer upon the Receiving Party any license, interest, or right of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. At all times and notwithstanding any termination or expiration of this Agreement or any amendment hereto, the Receiving Party agrees that it will hold in strict confidence and not disclose to any third party the Proprietary Information of the Disclosing Party, except as approved in writing by the Disclosing Party. The Receiving Party will only permit access to the Proprietary Information of the Disclosing Party to those of its or its Affiliates’ employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement (including external auditors, attorneys and consultants). The Receiving Party will be responsible to the Disclosing Party for any third party’s use and disclosure of the Proprietary Information that the Receiving Party provides to such third party in accordance

Classified - Confidential



---

with this Agreement. The Receiving Party will use at least the same degree of care it would use to protect its own Proprietary Information of like importance, but in any case with no less than a reasonable degree of care, including maintaining information security standards specific to such information as set forth in this Agreement.

If the Receiving Party is required by a Governmental Authority or applicable law to disclose any of the Proprietary Information of the Disclosing Party, the Receiving Party will (i) first give written notice of such required disclosure to the Disclosing Party (to the extent permitted by applicable law), (ii) if requested by the Disclosing Party, use reasonable efforts to obtain a protective order requiring that the Proprietary Information to be disclosed be used only for the purposes for which disclosure is required, (iii) if requested by the Disclosing Party, take reasonable steps to allow the Disclosing Party to seek to protect the confidentiality of the Proprietary Information required to be disclosed, and (iv) disclose only that part of the Proprietary Information that, after consultation with its legal counsel, it determines that it is required to disclose.

Each Party will immediately notify the other Party in writing upon discovery of any loss or unauthorized use or disclosure of the Proprietary Information of the other Party.

The Receiving Party will not reproduce the Disclosing Party's Proprietary Information in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Proprietary Information by the Receiving Party will remain the property of the Disclosing Party and must contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

Upon the earlier of (a) termination of this Agreement, (b) upon written request of the Disclosing Party, or (c) when no longer needed by the Receiving Party for fulfillment of its obligations under this Agreement, the Receiving Party will, if requested by the Disclosing Party, either: (i) promptly return to the Disclosing Party all documents and other tangible materials representing the Disclosing Party's Proprietary Information, and all copies thereof in its possession or control, if any; or (ii) destroy all tangible copies of the Disclosing Party's Proprietary Information in its possession or control, if any, in each case, except to the extent that such action would violate applicable regulatory or legal requirements. Notwithstanding the foregoing, each party's counsel may retain one copy of documents and communications between the Parties as necessary for archival purposes or regulatory purposes.

51. Company consents to the grant of rights by CCR to Bottler provided for under this Agreement, subject to CCR and Bottler's acceptance of and agreement to the terms and conditions set forth in this Agreement.

Classified - Confidential

- 
52. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement. This Agreement does not, and is not intended to, confer any rights or remedies upon any Person other than Bottler, CCR and Company.
  53. The parties acknowledge and agree that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions must not be construed in favor of or against any party by reason of the extent to which a party or its professional advisors may have participated in the preparation of this Agreement.

**[Signatures on following pages]**

Classified - Confidential

---

IN WITNESS WHEREOF, Company and CCR at Atlanta, Georgia, and Bottler at Charlotte, North Carolina have caused these presents to be executed in triplicate by the duly authorized person or person in their behalf on the dates indicated below.

**THE COCA-COLA COMPANY**

By: /s/ J. Alexander M. Douglas, Jr.  
Authorized Representative

Date: \_\_\_\_\_

**COCA-COLA REFRESHMENTS USA, INC.**

By: /s/ J. Alexander M. Douglas, Jr.  
Authorized Representative

Date: \_\_\_\_\_

**COCA-COLA BOTTLING CO. CONSOLIDATED**

By: /s/ Umesh Kasbekar  
Authorized Representative

Date: \_\_\_\_\_

[Signature Page to Comprehensive Beverage Agreement]

---

**Exhibit A**

**Covered Beverages**

The following Beverages and all SKUs, packages, flavor, calorie and other variations (e.g., Sprite Cranberry, Sprite Zero Cranberry) of each such Beverage offered by Company that are identified by the primary Trademark that also identifies such Beverage or any modification of such primary Trademark, such as, e.g., the primary Trademark used in conjunction with a prefix, a suffix or other modifier:

Coca-Cola  
Caffeine Free Coca-Cola  
Diet Coke  
Diet Coke with Lime  
Diet Coke with Splenda®  
caffeine free Diet Coke  
Coca-Cola Zero  
caffeine free Coca-Cola Zero  
Cherry Coke  
Diet Cherry Coke  
Cherry Coke Zero  
Vanilla Coke  
Diet Vanilla Coke  
Vanilla Coke Zero

Barq's  
Diet Barq's  
DASANI  
DASANI Plus  
Fanta  
Fanta Zero  
Fresca  
Full Throttle  
Mello Yello  
Mello Yello Zero  
PiBB Xtra  
PiBB Zero  
Seagram's ginger ale  
Seagram's mixers  
Seagram's seltzer water  
Sprite  
Sprite Zero  
TaB  
VAULT  
VAULT Zero  
Delaware Punch

Classified - Confidential

---

FUZE  
FUZE Tea  
FUZE Juices  
FUZE Refreshments  
FUZE slenderize  
Glacéau Vitaminwater  
Glacéau Vitaminwater Energy  
Glacéau Vitaminwater Zero  
Glacéau Smartwater  
Glacéau Fruitwater  
NOS  
NOS ACTIVE  
NOS ZERO  
POWERADE  
POWERADE ZERO

The following Multiple Route To Market Beverages only in the specifically identified SKUs, packages, calorie and other variations of each such Beverage:

All flavors of Minute Maid® Juices To Go in the following package configurations: 15.2 fl. oz. (i.e., 450 ML) PET bottles, 10 fl. oz. PET bottles sold in 24-count multi-packs, 12 fl. oz. PET bottles, and 11.5 fl. oz. cans.

All flavors of Minute Maid® Refreshment (cold fill) in the following package configurations: 2L PET bottles, 12 fl. oz. cans, 20 fl. oz. PET bottles, 16 fl. oz. PET bottles, 500 ml PET bottles.

Gold Peak (hot fill) in the following package configurations: 18.5oz PET bottles single serve, 500ml PET bottles six-pack, and 64 ounce (1.89 L) PET bottles.

All flavors of Honest Tea and Honest Ade in 16.9 ounce and 59 ounce PET bottles.

Classified - Confidential

---

**EXHIBIT B**

**Trademarks**

All trademarks whether owned by Company, licensed by Company or otherwise authorized and approved for use by Company to identify a Covered Beverage or Related Product identified on Exhibit A or Exhibit F, including any amendments thereto, including:

Coca-Cola  
Coca-Cola (Red Disk Icon)  
Coca-Cola (Script)  
Coke  
Coca-Cola Bottle (2D symbol and 3D shape)  
Dynamic Ribbon  
Diet Coke  
Coca-Cola Zero  
Cherry Coke  
Cherry Coke Zero  
Vanilla Coke  
Diet Vanilla Coke  
Vanilla Coke Zero

Barq's  
Delaware Punch  
Fanta  
Fanta Zero  
Fresca  
Full Throttle  
Mello Yello  
Mello Yello Zero  
PiBB  
PiBB Xtra  
PiBB Zero  
Seagram's  
Sprite  
SPRITE Bottle (2D symbol and 3D shape)  
Sprite Zero  
TaB  
VAULT  
VAULT Zero

DASANI  
DASANI Plus  
DASANI Drops  
FUZE  
FUZE Drops  
FUZE slenderize  
FUZE Refreshments

Classified - Confidential

---

Gold Peak  
Glacéau Vitaminwater  
Glacéau Vitaminwater Energy  
Glacéau Vitaminwater Zero  
Glacéau Vitaminwater Zero Drops  
Glacéau Smartwater  
Glacéau Fruitwater  
Honest Ade  
Honest Tea  
Minute Maid  
Minute Maid Drops  
Minute Maid Juices to Go  
NOS  
NOS ACTIVE  
NOS ZERO  
POWERADE  
POWERADE MOUNTAIN BERRY BLAST  
POWERADE ZERO  
POWERADE ZERO DROPS

Classified - Confidential

---

**EXHIBIT C**

**Territory**

<u>State</u>	<u>County</u>	<u>Sales Center</u>	<u>Description</u>
Tennessee	Carter	Johnson City	All locations in the western portion of Carter County divided by a line that originates at a point one (1) mile north of the Watauga River (82°17'59.365"W 36°23'4.453"N) on the Carter and Washington county line extending in an easterly direction maintaining a one (1) mile distance from the Watauga River to a point where said line would intersect with and north projected line from Holly Lane, Elizabethton (82°14'10.865"W 36°22'12.096"N). Thence in a south-easterly direction on Holly Lane to a point where the southerly project Holly Lane would intersect with the Elizabethton southern city limits (82°13'30.05"W 36°19'45.789"N). Then in a southerly direction to the intersection of Carter, Mitchell, and Unicoi counties.
Tennessee	Greene	Johnson City	All locations in the eastern portion of Greene County divided by a line that originates at the intersection of Stanley Valley Road and US Hwy 11 W (82°57'3.262"W 36°27'13.044"N) in Hawkins County, Tennessee south-south-easterly to the Bernard Road underpass on Interstate 81 (82°51'32.102"W 36°18'32.783"N). Thence south-easterly to the Chuckey Ruritan Road underpass on US Hwy 11 E/Andrew Johnson Hwy (82°42'19.548"W 36°13'6.34"N). Thence south-easterly to the intersection of Chuckey Hwy and Campbell Circle (82°42'1.85"W 36°12'43.66"N). Thence southerly from said point to the intersection of Chuckey Hwy and Campbell Circle (82°42'1.85"W 36°12'43.66"N). Thence south-south-easterly to the intersection of Erwin Hwy and Chuckey Pike in Greene County (82°40'51.944"W 36°8'26.757"N). Thence directly east to a point along the Greene and Washington county line (82°38'28.878"W 36°8'26.757"N).
Tennessee	Hawkins	Johnson City	All locations in the eastern portion of Hawkins County divided by a line that originates at the Hawkins and Hancock county line directly north of the intersection of Stanley Valley Road and US Hwy 11 W (82°57'3.262"W 36°27'13.044"N). Thence southerly to said intersection. Thence in a south-south-easterly direction to the intersection of the Kenneytown Road underpass on Interstate 81 (82°52'38.531"W 36°18'0.987"N) in Greene County, Tennessee.

Classified - Confidential



State	County	Sales Center	Description
Tennessee	Sullivan	Johnson City	All locations in the southwestern portion of Sullivan County divided by a line that originates at the intersection of Sullivan and Hawkins Counties and US Hwy 11/W. Stone Drive (82°36'54.004"W 36°33'15.506"N). Thence in an easterly direction along, and included all address on, US Hwy 11/W. Stone Drive to the intersection of US Hwy 11/E. Stone Drive and State Hwy 93/John B. Dennis Hwy (82°30'32.523"W 36°32'41.634"N). Thence in a south-easterly direction to the Sullivan and Washington county line at the intersection of the South Fork Holston River and Watauga River in Boone Lake (82°25'17.747"W 36°26'50.137"N).
Tennessee	Unicoi	Johnson City	All locations within Unicoi County
Tennessee	Washington	Johnson City	All locations within Washington County
Tennessee	Cocke	Morristown	All locations within Cocke County
Tennessee	Grainger	Morristown	All locations in the eastern portion of Grainger County divided by a line that originates at a point (83°29'48.781"W 36°21'43.402"N) on the Grainger and Claiborne county line directly north of the intersection of State Hwy 131 and Puncheon Creek Road (83°29'48.396"W 36°20'8.04"N) extending directly south to said intersection. Thence in a south-westerly direction to the intersection of Rutledge Pike/US Hwy 11 W and Henry Clark Lane (83°34'31.127"W 36°15'27.121"N). Thence in a south-easterly direction to the intersection of State Hwy 92 and the Grainger and Jefferson county line (83°30'15.409"W 36°10'7.668"N).
Tennessee	Greene	Morristown	All locations in the western portion of Greene County divided by a line that originates at the intersection of Stanley Valley Road and US Hwy 11 W (82°57'3.262"W 36°27'13.044"N) in Hawkins County, Tennessee south-south-easterly to the Bernard Road underpass on Interstate 81 (82°51'32.102"W 36°18'32.783"N). Thence south-easterly to the Chuckey Ruritan Road underpass on US Hwy 11 E/Andrew Johnson Hwy (82°42'19.548"W 36°13'6.34"N). Thence south-easterly to the intersection of Chuckey Hwy and Campbell Circle (82°42'1.85"W 36°12'43.66"N). Thence southerly from said point to the intersection of Chuckey Hwy and Campbell Circle (82°42'1.85"W 36°12'43.66"N). Thence south-south-easterly to the intersection of Erwin Hwy and Chuckey Pike in Greene County (82°40'51.944"W 36°8'26.757"N). Thence directly east to a point along the Greene and Washington county line (82°38'28.878"W 36°8'26.757"N).
Tennessee	Hamblen	Morristown	All locations within Hamblen County
Tennessee	Hancock	Morristown	All locations within Hancock County
Tennessee	Hawkins	Morristown	All locations in the western portion of Hawkins County divided by a line that originates at the Hawkins and Hancock county line directly north of the intersection of Stanley Valley Road and US Hwy 11 W (82°57'3.262"W 36°27'13.044"N). Thence southerly to said intersection. Thence in a south-easterly direction to the intersection of the Bernard Road underpass on Interstate 81 (82°51'32.102"W 36°18'32.783"N) in Greene County, Tennessee.

Classified - Confidential

<u>State</u>	<u>County</u>	<u>Sales Center</u>	<u>Description</u>
Tennessee	Jefferson	Morristown	All locations in the eastern portion of Jefferson County divided by a line that originates at the intersection of Grainger, Jefferson, and Knox counties extending directly south to US Hwy 11 E (83°40'2.429"W 36°4'3.225"N). Thence southwesterly to the intersection of Jefferson, Sevier, and Knox counties.
Tennessee	Sevier	Morristown	All locations in the eastern portion of Sevier County divided by a line that originates on the Jefferson and Sevier county line at the western most intersection of Sims Road and said county lines (83°25'44.781"W 35°55'30.114"N) south-easterly to the intersection of Newport Hwy/US 411 and Fairgarden Road (83°24'56.8"W 35°54'21.211"N). Thence south-easterly to the intersection of Wilhite Road and Stinnett Ridge Road (83°18'30.691"W 35°51'13.027"N). Thence south-southwesterly to a point (83°18'55.083"W 35°49'39.935"N) on Jones Cove Road/State Hwy 339 midway between Tranquility Hills Way and Henry Town Rd. Thence southerly to a point (83°18'41.412"W 35°45'45.059"N) midway between the Texas Lane and Noel Drive on East Parkway/US Hwy 321. Thence southeasterly to a point (83°18'58.04"W 35°45'44.035"N) on the Cocke and Sevier county line where said line turns from an east-west direction to a north-south direction.

Classified - Confidential

---

**EXHIBIT D****Preexisting Contracts**

<b><u>Contract / Product</u></b>	<b><u>Bottler or Affiliate</u></b>	<b><u>Territory</u></b>	<b><u>Contract Date</u></b>
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Sub-Bottler's Bottle Contract	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/31/1976
Sub-Bottler's 1983 Amendment	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/15/1983
Amendment to Sub-Bottler's Contract	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	6/6/1979
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/31/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	11/17/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	12/26/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/11/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/31/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	1/2/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	3/2/1990
Side Letter to Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/1/1993
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/29/1993
Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Kelford	12/18/1992

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Kelford	1/15/1993
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	7/1/1989
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	7/1/1989
Sub-Bottler's Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	6/30/1949
Sub-Bottler's Amendment	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	1/16/1979
Sub-Bottler's 1983 Amendment	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	12/22/1983
Temp. Amend. to Sub-Bottler's Bottle Contract-Diet Coca-Cola	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	5/31/1983
Sub-Bottler's Pre-Mix Contract	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	7/31/1956
Sub-Bottler's Contract	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	6/22/1917
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	1/27/1989
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/18/1992
Home Market Amendment - Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Weldon	1/15/1993
Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/18/1992
Home Market Amendment - Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Wilmington	1/15/1993
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/31/1986
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	6/15/1987
Sub-Bottler's Contract	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	9/20/1916
Sub-Bottler's Amendment	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	10/1/1980
Sub-Bottler's 1988 Amendment	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	4/18/1988
Sub-Bottler's 1983 Amendment	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	9/27/1985
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/28/1987
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/28/1987
Sub-Bottler's Home Market Amendment (*78/'83 Sub-Bottler)	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	6/1/1991
Sub-Bottler's Bottle Contract (0655)	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	1/8/1964
Sub-Bottler's Amendment	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	4/22/1987
Sub-Bottler's 1983 Amendment	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	4/22/1987
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	10/25/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	2/5/1991
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	11/13/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	2/2/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	1/8/1992
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/27/1989
Temporary Amendment to Sub- Bottler's Bottle Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	7/1/1983
Sub-Bottler's Pre-Mix Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	12/26/1956
Sub-Bottler's Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	3/24/1932
Amd. to Temporary Amd. to Sub- Bottler's Bottle Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	12/11/1984
Agreement for Caffeine Free Coca- Cola	CCBC of Wilmington, Inc.	Virginia, Emporia	12/11/1984
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/27/1989
Sub-Bottler's Contract	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	4/30/1942
Sub-Bottler's Amendment	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	4/23/1986
Sub-Bottler's 1983 Amendment	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	4/15/1986
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	2/1/1988
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	12/31/1986
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	12/31/1986
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	9/14/1990

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	11/6/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/31/1986
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	9/14/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	11/6/1990
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville (and other territories)	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (and other territories)	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	3/22/1994
Barq's Bottler's Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston (and other territories)	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Amendment to Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville (and other territories,)	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Amendment to Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Emporia (and other territories)	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	3/22/1994
Barq's Bottler's Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley (and other territories)	3/22/1994
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	10/1/2000

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	10/1/2000
Side Letter to Dasani MDA	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	12/10/2001
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	10/1/2000
Dasani Consent for Distribution of Cumberland Gap Mountain Spring Water	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	10/23/2006
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	10/1/2000
Marketing and Distribution Agreement [for DASANI]	CCBC of Wilmington, Inc.	North Carolina, Kelford	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	10/1/2000
Marketing and Distribution Agreement [for DASANI]	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	10/1/2000
Marketing and Distribution Agreement [for DASANI]	CCBC of Wilmington, Inc.	North Carolina, Weldon	10/1/2000
Marketing and Distribution Agreement [for DASANI]	CCBC of Wilmington, Inc.	North Carolina, Wilmington	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	10/1/2000

Classified - Confidential



<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	10/1/2000
Marketing and Distribution Agreement [for DASANI]	CCBC of Wilmington, Inc.	Virginia, Emporia	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	10/1/2000
Marketing and Distribution Agreement [for DASANI]	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	10/1/2000
Marketing and Distribution Agreement [for DASANI]	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	10/1/2000
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Contract for Fanta Beverages	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/31/1966

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/11/1990
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	1/2/1990
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	5/1/2002
Allied Bottle Contract for Fanta	CCBC of Wilmington, Inc.	North Carolina, Kelford	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	5/1/2002
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	5/1/2002
Allied Bottle Contract for Fanta	CCBC of Wilmington, Inc.	North Carolina, Weldon	5/1/2002
Allied Bottle Contract for Fanta	CCBC of Wilmington, Inc.	North Carolina, Wilmington	5/1/2002
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/11/1990
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	5/1/2002
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	5/1/2002
Contract for Fanta Beverages	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	1/8/1964
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Allied Bottle Contract for Fanta	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	5/1/2002
Contract for Fanta Beverages	CCBC of Wilmington, Inc.	Virginia, Emporia	3/17/1967
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/27/1989
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	12/31/1986
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	5/1/2002
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/31/1986
Allied Bottle Contract for Fanta	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	5/1/2002
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Allied Bottle Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Allied Bottle Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/1/1993
Allied Bottle Contract for Fresca	CCBC of Wilmington, Inc.	North Carolina, Kelford	12/18/1992
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Contract for Fresca	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	1/23/1967
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Allied Bottle Contract for Fresca	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/18/1992
Allied Bottle Contract for Fresca	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/18/1992
Allied Bottle Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Allied Bottle Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Allied Bottle Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Contract for Fresca	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	4/5/1967
Allied Bottle Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	12/22/1992
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Allied Bottle Contract for Fresca	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	10/25/1990
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	11/13/1989
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	10/28/1991
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	1/1/2001
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	1/1/2001
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	9/14/1990
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/31/1986
Allied Bottle Contract for Fresca	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	9/14/1990
Manufacturing Agreement for Full Throttle	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/1/2008
Manufacturing Agreement for Full Throttle renewal letter	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	12/11/2012
Distribution Agreement for glacéau	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	11/1/2007
First Amendment to Distribution Agreement for glacéau	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	4/1/2013
2013 Temporary Amendment to Distribution Agreement for glacéau	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	10/30/2012
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	3/27/1979
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	11/17/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/11/1990
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	1/2/1990
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/1/1993

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Allied Bottle Contract for Mello Yello	CCBC of Wilmington, Inc.	North Carolina, Kelford	12/18/1992
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	7/1/1989
Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	4/12/1979
Contract for Mello Yello	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	9/21/1979
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	1/27/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Allied Bottle Contract for Mello Yello	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/18/1992
Allied Bottle Contract for Mello Yello	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/18/1992
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/11/1990
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/31/1986
Contract for Mello Yello	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	1/4/1988
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/28/1987
Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	3/30/1979
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Allied Bottle Contract for Mello Yello	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	10/25/1990
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	11/13/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/27/1989
Contract for Mello Yello	CCBC of Wilmington, Inc.	Virginia, Emporia	3/27/1984
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/27/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/27/1989
Contract for Mello Yello	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	5/8/1979
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	2/1/1988
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	12/31/1986
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	12/31/1986
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	9/14/1990
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/31/1986
Allied Bottle Contract for Mello Yello	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	9/14/1990
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	5/27/2004
Side Letter to Bottler Contract for Minute Maid cold fill products	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	5/18/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	5/27/2004

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	CCBC of Wilmington, Inc.	North Carolina, Kelford	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	CCBC of Wilmington, Inc.	North Carolina, Weldon	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	CCBC of Wilmington, Inc.	North Carolina, Wilmington	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	5/27/2004

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	CCBC of Wilmington, Inc.	Virginia, Emporia	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	5/27/2004
Bottler Contract for Minute Maid Cold Fill Products	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	5/27/2004
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	9/11/2001
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	12/15/1997

Classified - Confidential



<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	12/15/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	12/15/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	CCBC of Wilmington, Inc.	North Carolina, Kelford	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	12/15/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	12/15/1997
Marketing and Distribution Agreement [for Minute Maid]	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	12/15/1997
Marketing and Distribution Agreement [for Minute Maid]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	1/1/1998

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	1/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	1/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	1/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/1/1998
Marketing and Distribution Agreement [for Minute Maid]	CCBC of Wilmington, Inc.	Virginia, Emporia	12/1/1997
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	2/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	2/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	2/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	2/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	2/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	2/1/1998
Marketing and Distribution Agreement [for Minute Maid]	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	2/1/1998
Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	5/6/1999
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Allied Bottle Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	11/17/1989
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/11/1990
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Allied Bottle Contract for Mr. PiBB	CCBC of Wilmington, Inc.	North Carolina, Kelford	12/18/1992
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	10/18/1974
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Allied Bottle Contract for Mr. PiBB	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/18/1992

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Allied Bottle Contract for Mr. PiBB	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/18/1992
Allied Bottle Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/11/1990
Allied Bottle Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Allied Bottle Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Allied Bottle Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/31/1986
Allied Bottle Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	12/20/1994
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Allied Bottle Contract for Mr. PiBB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/27/1989
Contract for Mr. PiBB	CCBC of Wilmington, Inc.	Virginia, Emporia	3/25/1977
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/27/1989
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/27/1989
Contract for Mr. PiBB	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	12/23/1974
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	12/31/1986
Allied Bottle Contract for Mr. PiBB	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/31/1986
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	11/30/1994

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	11/30/1994
Side Letter to POWERADE MDA	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	12/14/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	CCBC of Wilmington, Inc.	North Carolina, Kelford	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	9/27/1994
Marketing and Distribution Agreement [for POWERADE]	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Marketing and Distribution Agreement [for POWERADE]	CCBC of Wilmington, Inc.	North Carolina, Weldon	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	CCBC of Wilmington, Inc.	North Carolina, Wilmington	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	11/14/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	11/30/1994

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Marketing and Distribution Agreement [for POWERADE]	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	CCBC of Wilmington, Inc.	Virginia, Emporia	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	10/28/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	11/30/1994
Marketing and Distribution Agreement [for POWERADE]	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	11/30/1994
Seagram Soft Drink Trademark License and Bottling Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	9/1/1988
Seagram Soft Drink Production Agmt.	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	7/17/1992
Amendment to Seagram's Soft Drink Trademark License and Bottling Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	9/1/1988
Seagram Soft Drink Authority to Purchase	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	7/27/1992

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/31/1966
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	11/17/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/11/1990
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	1/2/1990
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/1/1993
Allied Bottle Contract for Sprite	CCBC of Wilmington, Inc.	North Carolina, Kelford	12/18/1992
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	7/1/1989
Contract for Sprite	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	3/26/1964
Contract for Sprite	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	5/11/1962
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	1/27/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Allied Bottle Contract for Sprite	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/18/1992
Allied Bottle Contract for Sprite	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/18/1992
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/11/1990
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/31/1986
Contract for Sprite	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	2/14/1961
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/28/1987

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	1/8/1964
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Allied Bottle Contract for Sprite	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	10/25/1990
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	11/13/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/27/1989
Contract for Sprite	CCBC of Wilmington, Inc.	Virginia, Emporia	3/17/1967
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/27/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/27/1989
Contract for Sprite	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	6/16/1965
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	2/1/1988
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	12/31/1986
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	12/31/1986
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	12/17/1993
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/31/1986
Allied Bottle Contract for Sprite	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	12/17/1993
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Contract for TAB	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/31/1966
1983 TAB Amendment	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	10/12/1983
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	11/17/1989
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/11/1990
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	1/2/1990
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/1/1993
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Contract for TAB	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	8/23/1963

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
1983 TAB Amendment	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	12/30/1983
Contract for TAB	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	5/31/1963
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	1/27/1989
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Allied Bottle Contract for TAB	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/18/1992
Allied Bottle Contract for TAB	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/18/1992
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/11/1990
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/31/1986
Contract for TAB	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	6/6/1963
1983 TAB Amendment	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	9/27/1985
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/28/1987
Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	1/8/1964
1983 TAB Amendment	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	4/22/1987
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Allied Bottle Contract for TAB	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	11/13/1989
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Contract for TAB	CCBC of Wilmington, Inc.	Virginia, Emporia	9/26/1963
Allied Bottle Contract for TAB	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Contract for TAB	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	3/12/1964
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	8/1/2010
Term Processing Appointment	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	4/1/1986
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	8/1/2010
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	8/1/2010

Classified - Confidential



<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	8/1/2010
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	12/6/1990
Term Processing Appointment	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	4/1/1986
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	8/1/2010
Master License Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	12/17/2003
Incidence Pricing Letter Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	1/1/2009
Amendment 1 to Incidence Pricing Letter Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	12/27/2010
Amendment 2 to Incidence Pricing Letter Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	11/20/2011
Amendment 3 to Incidence Pricing Letter Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	7/1/2012
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	8/1/2010
Temporary Processing Agreement	CCBC of Wilmington, Inc.	North Carolina, Kelford	8/1/2010
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	8/1/2010
Temporary Processing Agreement	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	8/1/2010
Cessation of Production Agreement for Coca-Cola	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	7/16/1984
Cessation of Production Agreement for Allied Products	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	7/16/1984

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	8/1/2010
Temporary Processing Agreement	CCBC of Wilmington, Inc.	North Carolina, Weldon	8/1/2010
Temporary Processing Agreement	CCBC of Wilmington, Inc.	North Carolina, Wilmington	8/1/2010
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/6/1990
Temporary Processing Agreement	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	8/1/2010
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/1/2005
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	8/1/2010
Temporary License Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	9/15/1981
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	12/6/1990
Temporary Processing Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/1/2010
Cessation Agreement	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	12/6/1990

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	8/1/2010
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	8/1/2010
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	8/1/2010
Term Processing Appointment—Non-Licensor	Tennessee Soft Drink Production Company	Tennessee, Nashville (NL Processor)	3/9/1989
Letter Agreement (product coding)	Tennessee Soft Drink Production Company	Tennessee, Nashville (NL Processor)	3/23/1993
Letter Agreement (payment guarantee)	Tennessee Soft Drink Production Company	Tennessee, Nashville (NL Processor)	2/8/1989
Letter Agreement (host bottler consent)	Tennessee Soft Drink Production Company	Tennessee, Nashville (NL Processor)	2/8/1989
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	12/6/1990
Temporary Processing Agreement	CCBC of Wilmington, Inc.	Virginia, Emporia	8/1/2010
Temporary License Agreement	CCBC of Wilmington, Inc.	Virginia, Emporia	1/29/1982
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	8/1/2010
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	12/6/1990
Term Processing Appointment	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	4/1/1986
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	8/1/2010
Temporary Processing Agreement	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	12/1/1999
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/6/1990
Temporary Processing Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	8/1/2010
Cessation Agreement	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	12/6/1990

Classified - Confidential

---

**EXHIBIT E**

**Finished Goods Supply Agreement**

**[Furnished separately]**

Classified - Confidential

---

**EXHIBIT F**

**Related Products**

All SKUs, packages, flavors, calorie or other variations offered by Company of:

POWERADE powder

POWERADE ZERO Drops

DASANI Drops

Minute Maid Drops

Glacéau Vitaminwater Zero Drops

Fuze Drops

Classified - Confidential

---

## **SCHEDULE 1**

### **Sub-bottler Payments**

Bottler will pay to CCR on a quarterly basis a "Sub-bottling Payment," based upon sales in the Territory by Bottler of (i) Covered Beverages and post-mix, syrups and concentrates packaged in bag in the box (BIB) that are identified by the primary Trademark that also identifies a Covered Beverage, (ii) Related Products, and, as applicable, (iii) products identified by trademarks owned by or licensed to [\*\*\*], its successors or assigns [\*\*\*], (iv) products identified by trademarks owned by or licensed to [\*\*\*], its successors or assigns [\*\*\*], and (v) post-mix, syrups and concentrates, whether packaged in bag in the box (BIB) or in cartridge format, that are identified by the primary Trademark that also identifies a Permitted Beverage Product if such products are sold in that portion of the Territory where Bottler distributes such Permitted Beverage Product in Beverage form as of the Effective Date (the "Sub-bottling Payment Products"); provided that the calculation of the Sub-bottling Payment will not include sales in the Territory by Bottler of any [\*\*\*] for which Bottler acquired distribution rights directly from [\*\*\*] or any Person other than Company, CCR, or another Company Owned Distributor, so long as Bottler pays to [\*\*\*] any costs of termination in connection with such acquisition and executes with [\*\*\*], its successors or assigns, a distribution agreement for the Territory that requires Bottler to pay to Company a facilitation fee based on the sales of such products in the Territory, which facilitation fee is consistent with the facilitation fee paid by other U.S. Coca-Cola bottlers operating under a similar distribution agreement.

The amount of the Sub-bottling Payment will be calculated by [\*\*\*] by the [\*\*\*] set forth in Schedule 1.1 corresponding to the [\*\*\*].

Bottler will provide to CCR, within fifteen (15) business days after the end of CCR's fiscal quarter, such information in the form of Schedule 1.2. CCR will treat such information in accordance with the confidentiality provisions of Paragraph 50 of this Agreement.

CCR will calculate and invoice Bottler for the Sub-bottling Payment within twenty (20) days after the end of each fiscal quarter. The Sub-bottling Payment will be due and payable by Bottler to CCR within ten (10) days after the Bottler's receipt of such invoice. Payment of the invoice will be made in cash by wire transfer or through such other payment method as agreed in writing by the parties.

[\*\*\*].

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

---

To avoid confusion the equation expressed in the immediately preceding paragraph is:

[\*\*\*].

[\*\*\*].

[\*\*\*].

[\*\*\*].

[NOTE: Schedule 1.1 included on the Effective Date is a provisional table (“Provisional Table”) based on CCR’s most recently available financial information at the time of entering into this Agreement. CCR will provide within 120 days of the Effective Date an updated table based on certain financial information as of the Effective Date and as of the most recent quarter ending prior to the Effective Date (“Updated Table”). Bottler will have 120 days to review and respond to the Updated Table and the parties will have 30 days after Bottler responds to agree on the Updated Table. Any sub bottling payments due before the parties agree on the Updated Table will be calculated in accordance with the Provisional Table].

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.





Schedule 1.1

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



Schedule 1.1

***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***

Classified - Confidential

\*\*\* – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.







**Schedule 1.1**

***	***
***	***
***	***
***	***
***	***
***	***
***	***

Classified - Confidential

\*\*\* – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

**Schedule 1.2**

**Form of Sub-bottling Payment information to be provided by Bottler to CCR.**

\*\*\*:

Description
***
***
***
***
***

***
***
***
***
***
***
***
***
***
***
***
***

***
***
***
***
***
***

***:
***
***
***

***
***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



***
***
***
***
***
***
***
***
***

***
***
***

***
-----

***
-----

Classified - Confidential

\*\*\* – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

---

**SCHEDULE 2**

**Covered Beverages or Related Products – Preexisting Contractual Commitments**

**Pre-existing Contractual Commitments of Company**

None.

**Pre-existing Contractual Commitments of Bottler**

None.

Classified - Confidential

**SCHEDULE 14(a)**

**Part 1: Permitted Beverage Products**

A. Company consents that Bottler may distribute, sell, deal in and otherwise use or handle in the Territory the following Beverages and any line extensions as provided under paragraph 14(a)(v)(3)(b) in the sub territories marked with "X":

<u>Beverage</u>	<u>Johnson City sub territory</u>	<u>Morristown sub territory</u>
Dr Pepper, and Dr Pepper cherry, Dr Pepper Ten, Caffeine free Dr Pepper, Diet Dr Pepper, Diet Dr Pepper cherry, Dr Pepper cherry vanilla, Diet Dr Pepper cherry vanilla, Caffeine free diet Dr Pepper, and [***]	Y	X
Tum-E Yummies	X	X
Monster Energy, Java Monster, Muscle Monster, Monster Extra Strength,	X	X
Monster Rehab and Monster DUB		
Peace Tea	X	X
Worx	X	X
Core Power	X	X

B. Company consents to Bottler distribution of Dr Pepper [\*\*\*].

C. Company consents to Bottler distribution of Monster Energy [\*\*\*].

D. Company consents to Bottler distribution of evian through and including July 3, 2014.

E. Company consents that Bottler may distribute in the Territory the post-mix, syrups and concentrates packaged in bag in the box (BIB) or in cartridge format that are identified by the primary Trademark that also identifies a Permitted Beverage Product.

F. Company consents that Bottler may distribute in the Territory [\*\*\*].

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

---

## **Part 2: Permitted Ancillary Business**

Bottler has requested that Company consent to Bottler's operation of certain ancillary businesses during the Term of this Agreement in the Territory. Subject to and without waiving Paragraph 14(c)(ii) of this Agreement (to the extent applicable) or its rights under the preexisting contracts identified in Exhibit D hereof, and subject to the limitations set forth in sub paragraphs B-C of this Part 2 of Schedule 14(a), Company consents pursuant to Paragraph 14(a)(v)(4) of this Agreement to Bottler's producing, manufacturing, preparing, packaging, distributing, selling, dealing in or otherwise using or handling, as applicable, Beverages, Beverage Components and other beverage products during the Term of this Agreement in the Territory in connection with operation of the ancillary businesses identified in this Part 2 of Schedule 14(a), in reliance on Bottler's representation that, except as described herein, none of such ancillary businesses produces, manufactures, prepares, packages, distributes, sells, deals in or otherwise uses or handles Beverages, Beverage Components or other beverage products in the Territory other than the (i) Covered Beverages, (ii) Related Products, or (iii) the Permitted Beverage Products identified in Part 1 of this Schedule 14(a). For avoidance of doubt, the parties acknowledge that a Beverage, Beverage Component or other beverage product will not constitute a Permitted Beverage Product unless it is specifically identified as a Permitted Beverage Product in Part 1 of Schedule 14(a). If Bottler produces, manufactures, prepares, packages, distributes, sells, deals in or otherwise uses or handles a Beverage, Beverage Component, or other beverage product in the Territory, other than a (i) Covered Beverage, (ii) Related Product, or (iii) Permitted Beverage Products identified in Part 1 of this Schedule 14(a), as part of a Permitted Ancillary Business that is specifically identified in this Part 2 of Schedule 14(a), then Bottler will, as applicable, be permitted to produce, manufacture, prepare, package, distribute, sell, deal in or otherwise use and/or handle that Beverage, Beverage Component or other beverage product in the Territory solely as part of such Permitted Ancillary Business, and not for any other purpose. The fact that Bottler produces, manufactures, prepares, packages, distributes, sells, deals in or otherwise uses or handles a Beverage, Beverage Component or other beverage product as part of a Permitted Ancillary Business will not, itself, make that Beverage, Beverage Component or other beverage product a Permitted Beverage Product.

- A. **BYB Brands, Inc.** creates and develops brands of Beverages and beverage-related products (which may in the future include Beverage Components) and produces, manufactures, prepares, packages, markets, distributes, sells, promotes, merchandizes, deals in and otherwise uses and handles such Beverages and beverage-related products.
- B. Bottler owns and operates an over-the-road transportation and freight brokerage business that is operated separately from Bottler's beverage business, with its own separate management team and employees (the "**RCS Transportation Business**"). The RCS Transportation Business operates as a for-hire commodity carrier that transports goods from point A to point B, which points may include warehouses, non-retail outlets and loading docks of retail outlets. The RCS Transportation Business

Classified - Confidential

---

does not use conventional beverage route trucks or perform merchandising services or other services traditionally associated with Direct Store Delivery, the parties acknowledging and agreeing that commodity transport of goods to loading docks of retail outlets does not constitute Direct Store Delivery. The RCS Transportation Business does not transport Covered Beverages, Related Products and Permitted Beverage Products in the same truck load as other beverage products. The RCS Transportation Business does not transport beverage products other than Covered Beverages, Related Products and Permitted Beverage Products to convenience stores, or restaurants. RCS Transportation Business drivers generally do not load or unload beverage products other than Covered Beverages, Related Products and Permitted Beverage Products at any location.

The RCS Transportation Business is currently conducted through Bottler's wholly-owned subsidiary Red Classic Services LLC and the following direct and indirect wholly-owned subsidiaries: Red Classic Equipment, LLC, Red Classic Transportation Services, LLC, Red Classic Transit, LLC, Red Classic Contractor, LLC. In the future as a result of ordinary course corporate reorganizations the RCS Transportation Business may be conducted through certain other Affiliates wholly owned or Controlled by Bottler or RCS. Bottler will inform Company of the identity of any such Affiliates.

Subject to the limitations set forth below, Company consents to transport by RCS and the above mentioned Affiliates of Beverages, Beverage Components and other beverage products in the Territory during the Term in the operation of the RCS Transportation Business.

- i. No Pepsi Beverages: Bottler will cause the RCS Transportation Business not to transport in the Territory any beverage products distinguished by trademarks owned by PepsiCo, Inc. or its Affiliates, other than over-the-road transport in response to the request of a third party freight broker, wholesaler or retailer.
  - ii. No Direct Store Delivery or Merchandising Services: Bottler will cause the RCS Transportation Business not to provide Direct Store Delivery or merchandising services in the Territory;
  - iii. No Use of Vehicles Bearing Company Trademarks: As soon as reasonably practical after the Effective Date and in all cases no later than December 31, 2015, Bottler will cause the RCS Transportation Business not to use trucks, trailers, delivery vehicles, cases, cartons, coolers, vending machines or other equipment bearing Company's Trademarks to transport beverage products in the Territory, other than Covered Beverages, Related Products and Permitted Beverage Products.
- C. Bottler and/or one or more of its Affiliates are engaged in the business of providing **contract manufacturing services outside of the Territory** for Beverages, Beverage Components and other beverage products that may be distributed, sold, marketed, dealt in or otherwise used or handled by third parties in the Territory. Subject to and without waiving its rights under the preexisting contracts identified in Exhibit D hereof, Company consents to Bottler and/or one or more of its Affiliates continuing after the Effective Date to be engaged outside of the Territory in the business of producing, manufacturing, preparing, packaging, distributing, selling, dealing in and otherwise using or handling Beverages, Beverage Components or beverage related products that may be distributed, sold, marketed, dealt in or otherwise used or handled by third parties in the Territory, to the extent that such activity is not prohibited under such preexisting contracts.

Classified - Confidential

---

**SCHEDULE 15**

**Approved names, corporate names, trading name, title of establishment or other commercial designation or logo that includes the words “Coca-Cola”, “Coca”, “Cola”, and “Coke”**

Below is a list of certain corporate names, trading names, titles of establishment or other commercial designations or logos Bottler (or its Affiliates) use that include the words “Coca-Cola”, “Coca”, “Cola”, or “Coke”:

**Names Used In Operations**

- 1** Coca-Cola Bottling Co. Consolidated
  - 2** Coke Consolidated and Coca-Cola Consolidated
  - 3** Piedmont Coca-Cola Bottling Partnership
  - 4** Coca-Cola Ventures, Inc.
  - 5** Coca-Cola Bottlers’ Sales & Services Company LLC
  - 6** Coca-Cola Consolidated Employees For Good Government
  - 7** Coca-Cola Bottling Co. Consolidated Employee Assistance Plan
  - 8** Coca-Cola Bottling Co. Consolidated Employee Benefit Plan
  - 9** Coca-Cola Bottling Co. Consolidated Employees Pension Plan
  - 10** Coca-Cola Bottling Co. Consolidated Retirement Savings Plan
  - 11** The Coca-Cola Bottling Company of West Virginia, Inc. Retirement Plan
2. Over the years, Bottler has made many acquisitions of other Coca-Cola bottlers that used names which included the words “Coca-Cola”, “Coca”, “Cola”, and/or “Coke”, including without limitation Wometco Coca-Cola Bottling Company, Pageland Coca-Cola Bottling Company, Federal Coca-Cola Bottling Company, Lonesome Pine Coca Cola Bottling Company, New Bern Coca-Cola Bottling Works, Inc., Waycross-Douglas Coca-Cola Bottling, Coca-Cola Bottling Company of West Virginia, Sunbelt Coca-Cola Bottling Company, Inc., etc. Following the acquisitions, these names may still be used on historical real estate deeds, property tax bills, business licenses, vehicle titles, bottle contracts and similar documents. Bottler will not be required to update these records to reflect the current name. Third parties may still refer to these prior names, and Bottler may use these names in this manner.

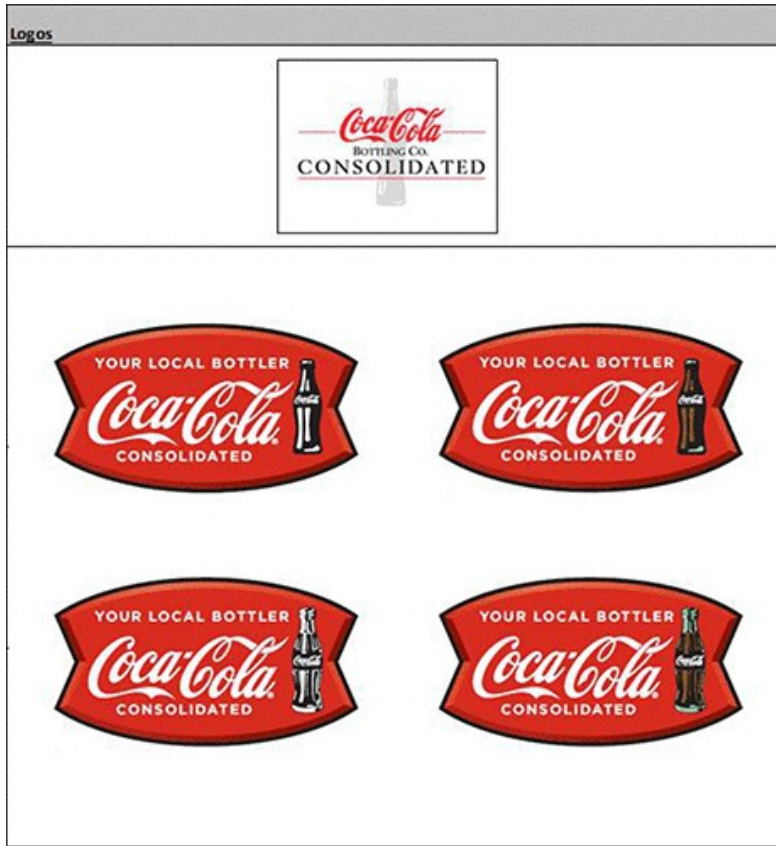
Classified - Confidential

- 
3. From time to time, Bottler may use the name “Coca-Cola Bottling of [insert name of applicable City or State within Bottler’s territory]”, “Coca-Cola of [insert name of applicable City or State within Bottler’s territory]” or “Coca-Cola Consolidated of [insert name of applicable City or State within Bottler’s territory]” or “Coke Consolidated of [insert name of applicable City or State within Bottler’s territory]”.
  4. Bottler uses “COKE” as its ticker symbol.
  5. From time to time property tax bills, business licenses, vehicle titles and similar documents may use a truncated version or misspelled version of the names described above. Company agrees and acknowledges that it is not a breach under the Agreement for Bottler not to request that the name be corrected.

Classified - Confidential

SCHEDULE 15 (cont.)

Approved names, corporate names, trading name, title of establishment or other commercial designation or logo that includes the words "Coca-Cola", "Coca", "Cola", and "Coke"



Classified - Confidential



SCHEDULE 15 (cont.)

Approved names, corporate names, trading name, title of establishment or other commercial designation or logo that includes the words "Coca-Cola", "Coca", "Cola", and "Coke"



Classified - Confidential

SCHEDULE 15 (cont.)

Approved names, corporate names, trading name, title of establishment or other commercial designation or logo that includes the words "Coca-Cola", "Coca", "Cola", and "Coke"



Classified - Confidential

SCHEDULE 15 (cont.)

Approved names, corporate names, trading name, title of establishment or other commercial designation or logo that includes the words "Coca-Cola", "Coca", "Cola", and "Coke"



Classified - Confidential

**SCHEDULE 32(d)****Agreements for Coca-Cola®**

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Florence	1/21/1998
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Alabama, Mobile	1/27/1989
Sub-Bottler's Bottle Contract	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/31/1976
Sub-Bottler's 1983 Amendment	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	12/15/1983
Amendment to Sub-Bottler's Contract	Coca-Cola Bottling Co. Consolidated	Florida, Panama City	6/6/1979
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Albany	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Georgia, Columbus	1/27/1989
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	Georgia, Hartwell	1/31/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	11/17/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Mississippi, Laurel	12/26/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/11/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Asheville	1/31/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	1/2/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Biscoe	3/2/1990
Side Letter to Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte (all territories)	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Charlotte	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Fayetteville	8/28/1987
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/1/1993
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Goldsboro	1/29/1993
Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Kelford	12/18/1992

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Kelford	1/15/1993
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/11/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, N. Wilkesboro	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	7/1/1989
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Plymouth	7/1/1989
Sub-Bottler's Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	6/30/1949
Sub-Bottler's Amendment	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	1/16/1979
Sub-Bottler's 1983 Amendment	Coca-Cola Bottling Co. Consolidated	North Carolina, Reidsville	12/22/1983
Temp. Amend. to Sub-Bottler's Bottle Contract-Diet Coca-Cola	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	5/31/1983
Sub-Bottler's Pre-Mix Contract	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	7/31/1956
Sub-Bottler's Contract	CCBC of Wilmington, Inc.	North Carolina, Rocky Mount	6/22/1917
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	1/27/1989
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Tarboro	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	North Carolina, Thomasville	1/29/1997
Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Weldon	12/18/1992
Home Market Amendment - Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Weldon	1/15/1993
Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Wilmington	12/18/1992
Home Market Amendment - Master Bottle Contract	CCBC of Wilmington, Inc.	North Carolina, Wilmington	1/15/1993
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	North Carolina, Wilson	8/28/1987
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Abbeville	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Anderson	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Charleston	8/28/1987
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	12/31/1986
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Columbia	6/15/1987
Sub-Bottler's Contract	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	9/20/1916
Sub-Bottler's Amendment	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	10/1/1980
Sub-Bottler's 1988 Amendment	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	4/18/1988
Sub-Bottler's 1983 Amendment	Georgetown Coca-Cola Bottling Company	South Carolina, Georgetown	9/27/1985
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/11/1990
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Greenwood	1/31/1990
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/28/1987
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Hampton	8/28/1987
Sub-Bottler's Home Market Amendment ('78/'83 Sub-Bottler)	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	6/1/1991
Sub-Bottler's Bottle Contract (0655)	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	1/8/1964
Sub-Bottler's Amendment	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	4/22/1987
Sub-Bottler's 1983 Amendment	Piedmont Coca-Cola Bottling Partnership	South Carolina, Marion	4/22/1987
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Pageland	1/27/1989
Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Home Market Amendment - Master Bottle Contract	Piedmont Coca-Cola Bottling Partnership	South Carolina, Summerville	8/28/1987
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	South Carolina, Sumter	5/28/1999
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	10/25/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Columbia	2/5/1991
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	11/13/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Dickson	2/2/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	11/1/1991

Classified - Confidential

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Fayetteville	1/8/1992
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Murfreesboro	4/24/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Tennessee, Nashville	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Bristol	1/27/1989
Temporary Amendment to Sub- Bottler's Bottle Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	7/1/1983
Sub-Bottler's Pre-Mix Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	12/26/1956
Sub-Bottler's Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	3/24/1932
Amd. to Temporary Amd. to Sub- Bottler's Bottle Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	12/11/1984
Agreement for Caffeine Free Coca- Cola Master Bottle Contract	CCBC of Wilmington, Inc.	Virginia, Emporia	12/11/1984
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Lynchburg	10/29/1999
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Norton	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	Virginia, Roanoke	1/27/1989
Sub-Bottler's Contract	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	4/30/1942
Sub-Bottler's Amendment	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	4/23/1986
Sub-Bottler's 1983 Amendment	St. Paul Coca-Cola Bottling Company, Incorporated	Virginia, St. Paul	4/15/1986
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Beckley	1/27/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	2/1/1988
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Bluefield	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	12/31/1986
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Charleston	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	12/31/1986
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Clarksburg	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	9/14/1990

Classified - Confidential

---

<b>Contract / Product</b>	<b>Bottler or Affiliate</b>	<b>Territory</b>	<b>Contract Date</b>
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Elkins	11/6/1990
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	12/31/1986
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Huntington	1/25/1989
Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	9/14/1990
Home Market Amendment - Master Bottle Contract	Coca-Cola Bottling Co. Consolidated	West Virginia, Marlinton	11/6/1990

Classified - Confidential



---

**SCHEDULE 40**

**Insurance Requirements**

Bottler will, at its own cost and expense, acquire and maintain during the Term, with carriers having an AM Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, Bottler must carry the following minimum types and amounts of insurance (the "Required Policies") on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then, coverage can be obtained on a claims-made basis with a three (3) year tail following the termination or expiration of this Agreement:

- a) **Commercial General Liability** including, but not limited to, premises-operations, broad form property damage, products /completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract with limits of at least **\$10,000,000** per occurrence and **\$10,000,000** general aggregate and **\$10,000,000** Products / Completed Operations Aggregate;
- b) **Statutory Workers' Compensation Insurance and Employer's Liability Insurance** in the minimum amount of **\$1,000,000** each employee by accident, **\$1,000,000** each employee by disease and **\$1,000,000** aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed. Policy will include an alternate employer endorsement providing coverage in the event any employee of Bottler sustains a compensable accidental injury while on work assignment with Company. Insurer for Bottler will be responsible for the Workers' Compensation benefits due such injured employee;
- c) **Commercial Automobile Liability** for any owned, non-owned, hired, or borrowed automobile used in the performance of Bottler's obligations under this Agreement is required in the minimum amount of **\$25,000,000** combined single limit. If the Bottler is driving a vehicle owned by Company in connection with the performance of its obligations under this Agreement, then the Bottler will be responsible for the cost of repairing any physical damage to the vehicle resulting from Bottler's use of the vehicle. If the vehicle cannot be repaired, then the Bottler will be responsible for replacing Company's vehicle;

Bottler will notify Company in writing within sixty (60) days of any cancellation, non-renewal, termination, material change or reduction in coverage.

Bottler's insurance as outlined above shall be primary and non-contributory coverage.

The coverage territory for the stipulated insurance shall be The United States of America.

Bottler will cause their insurance companies to waive their right of recovery against Company under the Required Policies.

Bottler will be solely responsible for any deductible or self-insured retention.

Classified - Confidential

---

The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.

**The Coca-Cola Company, its subsidiaries, affiliates, authorized bottlers, directors, officers, employees, partners, customers and agents** shall be included as an "Additional Insured" on the Bottler's Commercial General Liability and Commercial Auto Liability policies listed above and shall be evidenced on the certificate of insurance. Prior to the execution of this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), the Bottler will furnish Company with a properly executed Certificate of Insurance clearly evidencing compliance with the insurance requirements set forth above. The certificate of insurance should be sent to: The Coca-Cola Company, attn.: General Counsel – Bottler Contracts, 1 Coca-Cola Plaza, Atlanta GA 30313.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Company, and failure to request evidence of this insurance shall not be construed as a waiver of Bottler's obligation to provide the insurance coverage specified.

Classified - Confidential

---

**SCHEDULE 43(a)**

**Bottler Representations**

1. Representations made by Bottler in Schedule 14(a) Part 2 of this Agreement.

Classified - Confidential

**CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETED ASTERISKS, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.**

EXECUTION VERSION

FINISHED GOODS SUPPLY AGREEMENT

This Finished Goods Supply Agreement (“Agreement”) is made and executed this 23<sup>rd</sup> day of May, 2014 by and between Coca-Cola Refreshments USA, Inc. (“CCR”) and Coca-Cola Bottling Co. Consolidated (“Bottler”). CCBCC Operations, LLC, a wholly-owned Affiliate of Coca-Cola Bottling Co. Consolidated, is also a signatory to this Agreement for purposes of taking assignment of the rights and obligations of Coca-Cola Bottling Co. Consolidated hereunder immediately following execution of this Agreement.

BACKGROUND

- A. The Coca-Cola Company (“Company”) and its Affiliates make and sell beverage products and related materials and ingredients.
- B. CCR has granted to Bottler, under the Comprehensive Beverage Agreement, the rights and obligations that CCR received from Company to distribute, promote, market, and sell Covered Beverages and Related Products in the Territory.
- C. Under the terms of the Comprehensive Beverage Agreement, Bottler is obligated to obtain all of its requirements of Covered Beverages and Related Products from Company, directly or through CCR or another Company Affiliate, or from a Company Authorized Supplier, as necessary to satisfy fully the demand for the Covered Beverages and Related Products in the Territory.
- D. The Parties desire to enter into this Agreement, under which CCR, another Company Affiliate, or Company Authorized Supplier will, among other things, manufacture and supply, and Bottler will purchase, all of Bottler’s requirements for certain of the Covered Beverages, Related Products, and Permitted Beverage Products in the Territory, as provided in this Agreement.

In exchange for the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Term**

The term of this Agreement (the “Term”) will begin as of May 23, 2014 and will continue until terminated in accordance with Section 23 hereof.

**2. Definitions**

Capitalized terms not specifically defined in this Agreement have the meaning specified in the Comprehensive Beverage Agreement Form EPB Lead Market Sub-bottler among Company, CCR and Bottler dated May 23, 2014 (the “Comprehensive Beverage Agreement”). In addition, the following terms have the meanings specified below:

Classified - Confidential

- 
- a. "Distribution Center" means a facility operated by Bottler at which it receives Products, and from which Bottler distributes Products to customers and consumers in the Territory pursuant to the Comprehensive Beverage Agreement. The Distribution Centers as of the Effective Date are specified in **Exhibit C**. Bottler may, upon 90 days prior written notice to, and consultation with, CCR, change, add or eliminate Distribution Centers during the Term.
  - b. "Effective Date" means May 23, 2014.
  - c. "Innovation SKU" means a new SKU that has been introduced by Company, or, in the case of a new SKU that is a Permitted Beverage Product, by the licensor of such Permitted Beverage Product, that Bottler distributes or intends to distribute in the Territory. Innovation SKU does not include any SKU that has been distributed in the Territory for greater than ninety (90) days.
  - d. "Party" means either Bottler or CCR, or their permitted successors or assigns hereunder.
  - e. "Primary Packaging" means the container for a Product SKU in any form or material (together with the graphics), including, by way of example and not limitation, 8 oz. glass bottles with graphics imprinted, 12 oz. aluminum cans with graphics imprinted or plastic 2 two liter containers with labels.
  - f. "Production Center" means a facility operated by CCR, another Company Affiliate, or another Company Authorized Supplier that manufactures, produces, and/or assembles Products, and from which CCR or such other supplier transports Products to Bottler. The Production Centers that supply the Distribution Centers for the Territory as of the Effective Date are specified in **Exhibit C**.
  - g. "Rolling Forecast" means a weekly-generated written estimate, by individual SKU, by week, by Distribution Center and in the aggregate for all of Bottler's Distribution Centers in the Territory, of the volume of Products that Bottler expects to purchase for the next thirteen (13) calendar weeks. The form of Rolling Forecast is attached as **Exhibit D**, or will be as generated electronically through the use of the CCR-generated forecasting process or by Bottler via the Coke One North America (CONA) system.
  - h. "Service Level Agreement" means the Service Level Agreement attached to this Agreement as **Exhibit F**, as hereafter amended by the parties.
  - i. "Secondary Packaging" means packaging that contains Primary Packaging.
  - j. "Tertiary Packaging" means packaging that contains Secondary Packaging.
  - k. "Value Added Facility" or "VAF" means a facility, whether owned by Bottler or CCR, and designated by CCR as a VAF, that consolidates certain low velocity Product SKUs identified by CCR's VAF segmentation process ("VAF Products"), for shipment to Bottler's Distribution Centers.

Classified - Confidential

- 
1. "Version" means the Primary Packaging, Secondary Packaging, and Tertiary Packaging, and the pallet configuration, in which a Product SKU is to be provided, as set forth on **Exhibit C**.

### **3. Products**

This Agreement covers the supply by CCR to Bottler of the Finished Products and Permitted Beverage Products produced by or on behalf of CCR in bottles, cans or other factory sealed containers ("Products") for the Territory. The Products as of the Effective Date are listed in **Exhibit A**. CCR may add SKUs to **Exhibit A** at any time during the Term. CCR may delete SKUs from **Exhibit A** with the agreement of Bottler. CCR may establish or reset prices for Products as provided by **Exhibit B**.

### **4. Parties' Purchase and Supply Commitments and Sourcing**

Except as provided in Subsections 4(a), 4(b), 4(c) or 5(d) hereof, Bottler will purchase from CCR or a designated CCR Affiliate, and CCR will supply or will cause CCR's designated Affiliate to supply, Bottler's entire requirements of Products as necessary for Bottler to satisfy fully the demand for the Products in the Territory. CCR's use of an Affiliate for the supply of any Products shall not relieve CCR of any of its obligations set forth herein. CCR will use commercially reasonable efforts to promptly advise Bottler of any actual or anticipated delay in delivery of Products.

- a. In the case of Covered Beverages and Related Products, Bottler may purchase one or more SKUs from alternate production facilities operated by any Company Authorized Supplier (including, if applicable, any such authorized production facilities operated by Bottler), if and to the extent that (i) CCR has notified Bottler that CCR will not provide such SKU (such notice to be provided by telephone call and email); (ii) Bottler has reasonably determined that delivery by CCR of any such SKU (including any SKU requested by Bottler's customers) to the applicable Distribution Center will either (A) be 48 hours or more overdue, or (B) be late and result in a Distribution Center out-of-stock situation; or (iii) CCR's delivery of any Products is delayed or impaired as a result of a Force Majeure Event.
- b. In the case of Permitted Beverage Products, Bottler may source one or more Product SKUs from an alternate production facility operated by any other Company Authorized Supplier or any supplier authorized by the licensor of such Permitted Beverage Products (including, in each case, if applicable, any such authorized production facility operated by Bottler), if and to the extent that: (i) CCR cannot meet or exceed the price (including freight), quality and service level terms (taken as a whole) offered by such other source and Bottler notifies CCR in writing of its intent to purchase such SKUs from such other source; or (ii) any of the circumstances set forth in Subsections

Classified - Confidential

---

4(a)(i)-4(a)(iii) hereof apply. If Bottler determines that it can purchase Permitted Beverage Products from another source at better price (including freight), quality and service level terms (taken as a whole) as contemplated under clause (i) of this Subsection 4(b), Bottler will notify CCR in writing within thirty (30) days following receipt of notice from CCR of the annual Transfer Price for the applicable SKUs as described in **Exhibit B**. If CCR does not object to such written notice from Bottler within ten (10) days of receipt (such objection to be communicated by email to a Bottler-defined representative), Bottler will be entitled to source the affected SKU from such alternate production facility, in which case Bottler will be responsible for purchasing from CCR all volumes of the affected SKU included in the Rolling Forecasts under Section 6 for a period of 45 days (unless a different period of time is mutually agreed by the parties) following CCR's receipt of such written notice from Bottler.

- c. Bottler will have the right to source from alternate production facilities operated by any Company Authorized Supplier (including, if applicable, any such authorized production facilities operate by Bottler) (i) slow moving products (less than full pallet quantities), (ii) customer special requests, and (iii) Hot Shot Orders (i.e., time-sensitive orders that require faster delivery times than are required in the normal order process) that CCR cannot fulfill or elects not to fulfill, in each case, so long as Bottler has first provided CCR with the opportunity to supply the requested Products and CCR has declined to provide them. CCR will respond in a reasonably prompt manner to any such requests from Bottler.
- d. CCR will continue to operate VAFs for the supply of VAF Products to Bottler's Distribution Centers. Bottler may continue to operate VAFs and may supply VAF Products from CCR-designated Bottler VAFs to Bottler's Distribution Centers; however, the foregoing will not limit CCR's discretion with respect to funding of VAFs operated by the Bottler.

## **5. Production Centers and Package Versions**

- a. CCR will supply Products in the Versions specified in **Exhibit C** for each Distribution Center. **Exhibit C** may be amended from time to time to change the Versions being supplied to a Distribution Center only with the consent of both parties.
- b. CCR expects to supply the specified Versions from the primary and secondary Production Centers specified in **Exhibit C**; however, CCR may change the Production Center from one CCR Production Center to another CCR Production Center without the consent of Bottler, so long as the Version specified remains the same.
- c. If CCR wishes to change the sourcing of any Product SKU from a Bottler production center (including Bottler VAFs) to a CCR Production Center (including CCR VAFs), or vice versa, such change would require the consent of Bottler.

Classified - Confidential

- 
- d. Bottler may continue to provide Distribution Centers that have been supplied by Bottler prior to the Effective Date with the SKUs specified in **Exhibit C**. Bottler may change the Bottler production center so long as it continues to supply the same SKU to the same Distribution Center.
  - e. Bottler and CCR will meet every six (6) months as part of the normal management process. Bottler and CCR will review volumes being supplied by Bottler to the Distribution Centers and, if the overall relative volume percentage of Products being supplied by CCR and Bottler to the Distribution Centers shifts by more than three percent (3%) in the previous six (6) month period as compared to the same period in the previous year, the parties will re-balance any such sourcing shifts to bring the overall relative volume shift to less than three percent (3%), unless otherwise mutually agreed by the parties in writing.

**6. Forecasts, Bottler's Purchase Obligation, and Allocation of Constrained SKUs**

- a. Bottler will provide to CCR a Rolling Forecast. The Rolling Forecast will be provided through one of the following two methods selected by Bottler:

CCR-Generated Forecast: CCR will provide to Bottler, on or before 11 AM Eastern Time on Thursday of each calendar week, a Rolling Forecast for Bottler's Territory (the "CCR-Generated Forecast"). Bottler will validate, or adjust and submit, to CCR any such CCR-Generated Forecast on or before Friday of each calendar week, by 11 AM of the time zone in which Bottler's principal office is located. If Bottler does not validate, or adjust and submit, to CCR a CCR-Generated Forecast within such time periods, Bottler will be deemed to have accepted the CCR-Generated Forecast. Once a CCR-Generated Forecast is validated, or adjusted and submitted to CCR, or if Bottler fails to validate or adjust and submit such forecast within the time periods set forth in this paragraph, such CCR-Generated Forecast will be deemed to be the Rolling Forecast under this Section 6 and will be the forecast on which Bottler Forecast Accuracy is calculated under Section 11. The Rolling Forecast will be a firm purchase obligation on behalf of Bottler for the forecasted volume for all SKUs unique to Bottler from the applicable Production Center for the next three (3) weeks of the Rolling Forecast. Forecasts for all other Products must be made in good faith but will not result in a firm purchase obligation on behalf of Bottler.

or

Bottler-Generated Forecast: Bottler will provide to CCR the Rolling Forecast for the Territory in the form attached as **Exhibit D** to this Agreement or electronically via the Coke One North America (CONA) system on or before Thursday of each calendar week, by 4 PM of the time zone in which Bottler's principal office is located. If the Rolling Forecast is not received by

Classified - Confidential



---

CCR by such time, then the last forecast provided by Bottler will apply, Bottler will not have the right to adjust or validate such forecast, and such forecast will be deemed the Rolling Forecast under this Section 6 and will be the forecast on which Bottler Forecast Accuracy is calculated under Section 11. The Rolling Forecast will be a firm purchase obligation on behalf of Bottler for the forecasted volume for all SKUs unique to Bottler from the applicable Production Center for the next three weeks of the Rolling Forecast. Forecasts for all other Products must be made in good faith but will not result in a firm purchase obligation on behalf of Bottler.

- b. CCR will use commercially reasonable efforts to avoid shortages and will provide timely updates on constrained SKUs. In the event of capacity constraints or short supply, CCR will allocate available supply based on the following:
- i. For an existing Product SKU: In the event of a shortage of an existing Product SKU (with capacity determined on a national basis), there will be a fair and equitable process based on the annual historical total case volume percentage of all bottlers for the constrained SKU for the previous calendar year applied to the available supply of the constrained SKU, considering only the bottlers requiring the SKU that is in short supply.
  - ii. For an Innovation SKU new to the system: In the event of a shortage of an Innovation SKU new to the system (with capacity determined on a national basis), the available supply would be allocated on a pro rata basis among the bottlers ordering such Innovation SKU (based upon the forecasts of each bottler for such Innovation SKU).
  - iii. For an Innovation SKU new to Bottler but not new to the system, where the SKU is replacing an existing SKU (a “Replacement Innovation SKU”): In the event of shortage of a Replacement Innovation SKU (with capacity determined on a national basis), the available supply would be allocated on a pro rata basis among the bottlers ordering the Replacement Innovation SKU (based on (x) Bottler’s prior year sales of the SKU being replaced, (y) the prior year sales of the SKU being replaced for any other bottlers that are ordering the Replacement SKU for the first time, and (z) the prior year sales of the Replacement Innovation SKU for the bottlers that are not ordering the Replacement Innovation SKU for the first time).
  - iv. For an Innovation SKU new to Bottler but not new to the system, where the SKU is not replacing an existing SKU (a “Non-Replacement Innovation SKU”): In the event of shortage of a Non-Replacement Innovation SKU (with capacity determined on a national basis), the available supply would be allocated on a pro rata basis among the bottlers ordering the Non-Replacement Innovation SKU (based on (x) Bottler’s forecast for the Non-Replacement SKU, (y) the forecast for the Non-Replacement Innovation SKU for any other bottlers that are ordering the Non-Replacement SKU for the first time, and (z) the prior year sales of the Non-Replacement Innovation SKU for the bottlers that are not ordering the Non-Replacement Innovation SKU for the first time).

Classified - Confidential

- 
- c. Bottler may, in its sole discretion, direct such constrained Products in disproportionate amounts to any of its Distribution Centers.
- d. CCR will use commercially reasonable efforts to provide Bottler with written notice (by email to a Bottler-defined representative) of the proposed launch of an Innovation SKU as soon as practicable prior to the proposed launch date. Such notice shall include the commercial plan, operating deck and Transfer Pricing for the Innovation SKU.
- i. Bottler may, within fifteen (15) days following its receipt of such notice, provide to CCR a written forecast in a form substantially similar to that set forth in **Exhibit E** of the volume requirements for such Innovation SKU for each Distribution Center in the Territory, by week, for the first thirteen (13) weeks (unless a different period of time is mutually agreed by the parties) after launch of such Innovation SKU (“Innovation SKU Forecast”). Bottler may revise any Innovation SKU Forecast at any time prior to sixty (60) days before the launch date. Additionally, Bottler may revise any part of the last nine (9) weeks of the Innovation SKU Forecast (but not the first four (4) weeks of the Innovation SKU Forecast) between sixty (60) days’ and thirty (30) days’ prior to the launch date. The Innovation SKU Forecast (as modified by any permitted revisions, as permitted by this paragraph) will be a firm purchase obligation on behalf of Bottler and Bottler must purchase all Product in the Innovation SKU Forecast. CCR will use commercially reasonable efforts to provide Bottler with additional Innovation SKU volume during the first thirteen (13) weeks if product sales are greater than the forecast. CCR will manufacture to the Innovation SKU Forecast for the period forecasted.
  - ii. After the Innovation SKU has been distributed in the Territory for thirteen (13) weeks, Bottler will comply with the requirements of Section 6(a) above for CCR-Generated Forecasts and Bottler-Generated Forecasts for purposes of providing subsequent Rolling Forecasts that include the Innovation SKU.

## **7. Price**

Bottler will purchase, and CCR will sell, the Products at the Transfer Price as determined in accordance with the methodology set forth in **Exhibit B**.

## **8. Payment Terms and Invoicing**

- a. Payment for Products is due in full within twenty-one (21) days from date of invoice.

Classified - Confidential

- 
- b. CCR shall submit invoices for Products in accordance with the pricing methodology in **Exhibit B** hereto, and such invoices shall be submitted by CCR to Bottler within forty-five (45) days of shipment.
  - c. Invoices will identify any applicable sales, use, or excise taxes.
  - d. Bottler will reimburse CCR for all sales, use or excise taxes (if any), but Bottler will not be responsible for remittance of such taxes to applicable tax authorities. To the extent applicable, CCR shall reasonably cooperate with Bottler in its efforts to obtain or maintain any reseller tax exemption certificates.

**9. Service Level Agreement**

CCR and Bottler agree to comply with the terms of the Service Level Agreement attached as **Exhibit F**.

**10. CCR Performance Metrics**

- a. "Case Fill On Time" means the percentage calculated by dividing the number of cases of Products shipped by CCR to the applicable Bottler Distribution Center on the promised shipment date by the number of unconstrained cases of Products ordered for shipment to such Distribution Center. CCR will use commercially reasonable efforts to begin measuring, tracking and reporting "Case Fill On Time" based upon delivery date (rather than shipment date) as soon as practicable.
  - i. The following will not be included in the calculation of Case Fill On Time: (a) requests not filled due to changes made to the original order by Bottler, and (b) Hot Shot Orders (as defined in Section 12(g)).
  - ii. CCR will use commercially reasonable efforts to (a) meet the "Case Fill On Time Performance Target" set forth in the Service Level Agreement, and (b) measure, track and report to Bottler "Case Fill On Time" by day, week, and month for each Bottler Distribution Center in the Territory.
- b. CCR will track, measure, and report to Bottler remaining shelf life of Products in CCR's floor inventory from CCR Production Centers sourcing Products to Bottler by week:
  - 270+ day shelf life products (reflecting % of products in CCR's floor inventory with less than 200 days remaining shelf life)
  - 90 - 269 day shelf life products (reflecting % of products in CCR's floor inventory with less than 60 days remaining shelf life)

Classified - Confidential

- 
- 70 – 89 day shelf life products (reflecting % of products in CCR’s floor inventory with less than 45 days remaining shelf life)
- c. “Load Perfect Order” has the meaning specified in the Service Level Agreement. CCR will use commercially reasonable efforts to develop the capability to measure, track and report “Load Perfect Order” by week for each Bottler Distribution Center in the Territory consistent with the definition included in the Service Level Agreement.

**11. Bottler Performance Metrics**

- a. “Forecast Accuracy” means the accuracy of the “Lag 2 Week” included in Bottler’s Rolling Forecast for each Distribution Center, which is the forecasted volume to be purchased from CCR for the second week of each such Rolling Forecast, and is measured as 1 minus the Mean Absolute Percent Error (MAPE) over the 1 week period measured. “MAPE” is defined as the sum across all SKUs of the absolute value of the difference between the SKU-level Lag-2 Week of the Rolling Forecast provided to CCR and the actual SKU-level trade sales of Product sold by Bottler in the Territory for such Lag-2 Week, divided by the actual SKU-level trade sales of Product sold by Bottler in the Territory for such Lag-2 Week. Bottler will not be responsible for forecast errors to the extent attributable to Product not delivered by CCR (i.e., the calculation will be adjusted to take into account Product not delivered by CCR to a particular Distribution Center for the Lag-2 Week period in question).
- i. Bottler will use commercially reasonable efforts to (a) meet the “Forecast Accuracy Performance Target” set forth in the Service Level Agreement, and (b) track, measure, and report to CCR Forecast Accuracy weekly by Lag 2 Week.
- b. “Truck Turn Around Efficiency” means the percentage calculated by dividing the number of truckloads of Products from CCR that arrive at the Distribution Center within their delivery appointment window (as defined in the Service Level Agreement) and are unloaded by Bottler within 2 hours after either arrival time or appointment time (Bottler’s selection of arrival time or appointment time to be specified in the Service Level Agreement) by the total number of truckloads of Products from CCR that arrive at the Distribution Center within their delivery appointment window.
- i. Bottler will use commercially reasonable efforts to (a) meet the “Truck Turn Around Efficiency Performance Target” set forth in the Service Level Agreement; and (b) measure, track and report to CCR Truck Turn Around Efficiency by week and month.

Classified - Confidential

---

**12. Product Quality.**

- a. Products must be delivered to Bottler in saleable condition, meeting all product and package quality standards established by TCCC, or the applicable licensor of any Permitted Beverage Product, as the case may be.
- b. CCR will deliver all Products to Bottler's Distribution Center with at least 45 days of shelf life remaining, except that, in the case of SKUs requiring more than 45 days of shelf life remaining because of customer requirements (e.g., Club Stores, ARTM, etc.), CCR will deliver such SKUs to Bottler's Distribution Center with at least 12 days more than the customer-specific requirements.
- c. Bottler may accept or reject any Product with less than 45 days of available shelf life remaining, in Bottler's sole discretion, after discussion with CCR.
- d. Products must have no material defects in material or workmanship when delivered to Bottler's Distribution Center.
- e. CCR will not deliver to Bottler's Distribution Center(s) any Products that CCR knows to be subject to recall.
- f. Product SKUs must be standing and undamaged when delivered by CCR to Bottler's Distribution Center.
- g. Product loads must be braced and dunnaged or wrapped when delivered to Bottler's Distribution Center.
- h. Delivery trailers containing Products must be sealed, with Product documentation, and must not have off odors, leaks, or contaminants.

**13. Product Orders and Risk of Loss**

- a. Ordering will be as set forth in the Service Level Agreement, whether Bottler places orders for Products via the Coke One North America (CONA) system or places orders for Products via manual order generation.
- b. For those Bottlers that place orders manually, Bottler agrees to cooperate with the Production Center designated by CCR and the CCR Product Order Manager to develop and comply with an efficient, level ordering plan for the purchase of Products by Bottler in accordance with the Rolling Forecast ("Ordering Plan").
- c. Except as provided in Subsection 13(f), (i) all orders for Product from Bottler must be in full truck load quantities only and (ii) the minimum order quantity per SKU will be a full pallet.
- d. CCR will ship Product orders from the Production Center designated by CCR to the Distribution Centers in the Territory specified by Bottler, except as provided in Subsection 13(e). Title and risk of loss will pass to Bottler upon initial receipt of the Products at the Bottler Distribution Center.

Classified - Confidential

- 
- e. At CCR's discretion, Bottler may be permitted to pick up Product orders at the Production Center designated by CCR. Title and risk of loss will pass to Bottler upon completion of the loading of such Products on Bottler's vehicles or common carriers at the Production Center.
  - f. The parties may agree to Product orders for less than full pallet quantities.
  - g. Additional provisions regarding placement and execution of orders are set forth in the Service Level Agreement.
  - h. Neither Bottler nor CCR will make any changes in the Product order fulfillment process that could have an operational or financial impact on the other party without the prior review and approval of the other party (such approval not to be unreasonably withheld, conditioned or delayed).

**14. Warranties**

- a. Each Party represents and warrants the following: (i) the Party's execution, delivery and performance of this Agreement: (A) have been authorized by all necessary corporate action, (B) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (C) are not subject to the consent or approval of any third party; (ii) this Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (iii) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations under this Agreement.
- b. In rendering its obligations under this Agreement, without limiting other applicable performance warranties, CCR represents and warrants to Bottler as follows: (i) CCR is in good standing in the state of its incorporation and is qualified to do business as a foreign corporation in each of the other states in which it conducts business; and (ii) CCR shall secure or has secured all permits, licenses, regulatory approvals and registrations required to deliver and sell the Products, including registration with the appropriate taxing authorities for remittance of taxes.
- c. In performing its obligations under this Agreement, Bottler represents and warrants to CCR as follows: (i) Bottler is in good standing in the state of its incorporation and is qualified to do business as a foreign corporation in each of the other states in which it is doing business; and (ii) Bottler shall secure or has secured all permits, licenses, regulatory approvals and registrations required to perform its obligations under this Agreement.

Classified - Confidential

---

**15. Product Warranty**

- a. CCR warrants to Bottler that the Products sold to Bottler under this Agreement comply at the time of shipment to Bottler in all respects with the Federal Food, Drug and Cosmetic Act, as amended (the "Act"), and all federal, state and local laws, rules, regulations and guidelines applicable in the Territory. Further, CCR warrants that all Products shipped to Bottler under this Agreement, and all packaging and other materials which come in contact with such Products, will not at the time of shipment to Bottler be adulterated, contaminated, or misbranded within the meaning of the Act or any other federal, state or local law, rule or regulation applicable in the Territory, and that such Products, packaging and other materials will not constitute articles prohibited from introduction into interstate commerce under the provisions of Sections 301(d), 404, 405 or 505 of the Act. CCR warrants to Bottler that the Products sold to Bottler under this Agreement will be handled stored and transported properly by CCR, up to the time of shipment to Bottler.
- b. CCR makes no covenant, representation or warranty concerning the Products of any kind whatsoever, express or implied, except as expressly set forth in this Agreement. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTE THE ONLY WARRANTIES OF CCR WITH RESPECT TO CCR'S PRODUCTS.

**16. Returns of Rejected Products**

- a. Product Returns Classification. CCR or Bottler may discover or become aware of the existence of Product related problems, quality or other technical problems relating to Products at the time of receipt by Bottler, after acceptance by Bottler, or after delivery by Bottler to customers. If such problems or quality issues are discovered, and such quality issues were due to quality or technical defects prior to delivery to Bottler's Distribution Center, then the affected Products will be returned to CCR following the procedures in this Section based on the timing or circumstances of the discovery of quality or technical problems.
- b. Product Return – At Receipt. If Bottler discovers any of the following issues associated with Products within 24 hours following delivery of such Products to the Distribution Center (or of pickup by Bottler at a Production Center, if applicable):
  - i. any Product that has either not been ordered and scheduled for delivery on a particular date, or
  - ii. any Product that does not match the shipping documents presented at delivery, or

Classified - Confidential

- 
- iii. any defect or deficiency in such Product (e.g., loose caps or leaking seams), or
  - iv. any non-conformance of such Product with any applicable warranties or quality standards,

then Bottler will, within 24 hours following delivery of such Products to the Distribution Center (or of pickup by Bottler at a Production Center, if applicable), notify CCR of such defect, deficiency or non-conformance. Bottler will be entitled to credit equal to the price paid by Bottler for the defective, deficient or non-conforming Product (or cancellation of any unpaid charges associated with the defective, deficient or non-conforming Product), plus freight costs, if any, incurred by Bottler in connection with the delivery and return of such defective, deficient or non-conforming product. Any such credits will be applied within twenty-one (21) days against amounts otherwise due from Bottler and will be reflected in reasonable detail on appropriate invoices sent to Bottler. All credit requests must be submitted by Bottler to CCR within forty-five (45) days of shipment acceptance for credit requests to be considered.

- c. Product Return – Quality Issues Post-Acceptance. If after acceptance of any Product and more than 24 hours following delivery to a Distribution Center (or of pickup by Bottler at a Production Center, if applicable), Bottler discovers:

- i. any defect or deficiency in such Products, or
- ii. any non-conformance of such Products with any applicable warranties or quality standards,

then Bottler will notify CCR within 24 hours of Bottler's identification of such defect, deficiency or non-conformance. If the Product issue was discovered while in Bottler's possession, Bottler will be entitled to a credit equal to price paid by Bottler for the defective, deficient or non-conforming Product (or cancellation of any unpaid charges associated with the defective, deficient or non-conforming Product) as identified by Bottler, plus freight costs, if any, incurred by Bottler in connection with the delivery and return of such defective, deficient or non-conforming product. If the Product issue was discovered while in possession of Bottler's customer or another third party, Bottler will be entitled to reimbursement of any reasonable expenses it incurred in connection with removing, returning and/or replacing such defective, deficient or non-conforming Product. Any such credits awarded hereunder will be applied against amounts otherwise due from Bottler and will be reflected in reasonable detail on appropriate invoices sent to Bottler.

## **17. Product Recalls**

Duties regarding Product Recalls are as provided in the Comprehensive Beverage Agreement.

Classified - Confidential



---

**18. Local Innovation**

- a. Primary packaging local innovation requests will go through Company's commercialization process, as described in **Exhibit G**, as updated from time to time by Company in its sole discretion.
- b. If a local innovation request has Secondary and Tertiary Packaging changes and the request calls for graphics changes, the local innovation execution process for the graphics changes will be the same as set forth in Subsection 18(a) hereof.

In all other respects, the approval process for a local innovation request relating to Secondary or Tertiary Packaging will be as set forth below:

- i. Within one business day of a request from Bottler, CCR will inform Bottler whether CCR has the capability to provide the requested local innovation; provided, however, that this response will not constitute a commitment by CCR to proceed with the local innovation request.
- ii. If CCR indicates that it does have the capability and capacity to supply the requested local innovation, then within three (3) business days of a written request from Bottler in the form attached as **Exhibit H**, CCR will inform Bottler of the price of such requested local innovation within an expected range of +/- 40% accuracy.
- iii. Within twenty (20) business days of a written request from Bottler in the form attached as **Exhibit H**, CCR will inform Bottler in writing of the actual price, delivery dates and projected production quantities for the requested local innovation. If within twenty (20) business days following such written notice, Bottler accepts such price and delivery dates set forth in the notice and agrees to purchase all or a portion of such quantities set forth in such notice, CCR shall be obligated to produce and deliver such quantities at the price and dates set forth in the notice.

**19. Return of Deposit Materials, Recyclable Materials, and Tertiary Packaging**

- a. CCR will work with Bottler to coordinate return of deposit SKUs, Tertiary Packaging, non-hazardous recyclables, and CO2 cylinders from Distribution Centers at commercially reasonable times. Bottler will be responsible for shipping such items to CCR at Bottler's expense, utilizing CCR back hauling to the extent available.
- b. CCR will credit Bottler at CCR's invoice rates any deposit amounts due to Bottler for returned items. Any such credits will be applied within twenty-one (21) days against amounts otherwise due from Bottler.
- c. CCR will accept the return of non-hazardous recyclables based on the recyclables list approved by CCR.

Classified - Confidential

---

**20. Recycling Programs**

CCR and Bottler will work together in good faith to develop recycling programs for the disposal of defective, damaged or expired Products held by Bottler or Bottler's customers that have been paid for by Bottler and for which Bottler has not received credit.

**21. Compliance with Laws**

- a. CCR will, and will cause its Affiliates and subcontractors to, comply with all applicable federal, state and local laws and regulations applicable to each of them relating to: (i) the production, packaging, labeling, marketing, promotion, transport and delivery of the Products; and (ii) the performance of CCR's obligations set forth herein.
- b. Bottler will comply with all applicable federal, state and local laws and regulations applicable to it and relating to: (i) the storage, marketing, promotion, distribution and sale of the Products; and (ii) and the performance of Bottler's obligations set forth herein.

**22. Indemnity**

- a. CCR will indemnify, defend, and hold harmless Bottler against any and all damages, loss, costs, or other liability (including reasonable attorneys' fees) arising out of a third party claim that (i) results from CCR's breach of this Agreement or any representation or warranty in this Agreement, or any negligent act or omission of CCR, or (ii) alleges damage for loss to property, death, illness or injuries, resulting from the use or consumption of any Products, except as set forth below. CCR will assume responsibility and expense of investigation, litigation, judgment and/or settlement of any such claim on the condition that CCR is notified promptly (in no event later than thirty (30) days after the first receipt of written notice thereof by Bottler) in writing of any such claim and is permitted to deal therewith at its own discretion and through its own representatives; except that Bottler's failure to provide notice of a claim will not affect CCR's obligation to indemnify the claim under this Section 22 unless such failure prejudices the defense of such claim. The Parties will cooperate reasonably in the investigation and defense of any such claim, and CCR will not settle any such claim that imposes on Bottler a non-monetary obligation or a liability that is not indemnified without Bottler's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. CCR will have no obligation to indemnify Bottler for any claim to the extent that such claim arises out of the negligence or recklessness of Bottler. This Section 22 sets forth the sole and exclusive remedy for Bottler against CCR with respect to third party claims relating to the Products purchased by Bottler from CCR under this Agreement. CCR WILL NOT BE LIABLE TO BOTTLE WHETHER IN CONTRACT OR IN TORT OR ON ANY OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ANY LOST REVENUES, PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE (COLLECTIVELY, "CONSEQUENTIAL DAMAGES") OF BOTTLE OR ANY CUSTOMER OF BOTTLE OR OF ANY PERSON WHO MAY HAVE BECOME INJURED BY CCR'S PRODUCTS PURCHASED FROM BOTTLE (EXCEPT TO THE EXTENT THAT AN INDEMNIFIED THIRD PARTY CLAIM INCLUDES CONSEQUENTIAL DAMAGES).

Classified - Confidential

---

**23. Termination**

This Agreement will terminate upon termination of the Comprehensive Beverage Agreement. If CCR (or Company) grants to Bottler after the date hereof the rights to distribute, promote, market and sell the Covered Beverages and Related Products under Company's trademarks in additional geographic territories under the terms of a different form of agreement than the existing Comprehensive Beverage Agreement, then this Agreement will be terminated and replaced by the form of Finished Goods Supply Agreement attached to such new form of Comprehensive Beverage Agreement.

**24. Confidentiality**

The terms and conditions of this Agreement are strictly confidential and are subject to the requirements of Section 54 of the Comprehensive Beverage Agreement.

**25. Modification/Waivers**

No modification, waiver or amendment to this Agreement will be binding upon either Party unless first agreed to in writing by both Parties. A waiver by either Party of any default or breach by the other Party will not be considered as a waiver of any subsequent default or breach of the same or other provisions of this Agreement.

**26. Assignment**

Except as otherwise permitted in the Comprehensive Beverage Agreement, Bottler may not assign this Agreement or any of the rights hereunder or delegate any of its obligations hereunder, without the prior written consent of CCR, and any such attempted assignment will be void. In accordance with this Section 26, Bottler hereby assigns its rights and obligations under this Agreement in whole to its wholly-owned Affiliate, CCBCC Operations, LLC effective immediately following the execution of this Agreement by CCR and Bottler. Notwithstanding the foregoing, Bottler hereby acknowledges and agrees that such assignment does not relieve Bottler of any of its obligations under this Agreement. By execution of this Agreement, CCBCC Operations, LLC accepts the assignment by Bottler of its rights and obligations under this Agreement, and agrees to be bound by and comply with the obligations of Bottler under this Agreement.

**27. Relationship of Parties**

The Parties are acting under this Agreement as independent contractors. Nothing in this Agreement will create or be construed as creating a partnership, joint venture or agency relationship between the Parties, and no Party will have the authority to bind the other in any respect.

Classified - Confidential

---

**28. Authority**

Each party represents and warrants that it has the full right and authority necessary to enter into this Agreement. Each party further represents and warrants that all necessary approvals for this Agreement have been obtained, and the person whose signature appears below has the power and authority necessary to execute this Agreement on behalf of the party indicated.

**29. Force Majeure**

Neither party will be liable to the other for any delay or failure to perform fully where such delay or failure is caused by terrorism, acts of public enemy, acts of a sovereign nation or any state or political subdivision, fires, floods or explosions, where such cause is beyond the reasonable control of the affected Party and renders performance commercially impracticable as defined under the Uniform Commercial Code (a "Force Majeure Event").

**30. Business Continuity**

CCR will develop and maintain a commercially reasonable business continuity plan.

**31. Notices**

All notices under this Agreement or the Service Level Agreement by either party to the other party must be in writing, delivered by electronic mail and confirmed by overnight delivery, certified or registered mail, return receipt requested, or by overnight courier, and will be deemed to have been duly given when received or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Bottler: The then current address of Bottler as  
contained in CCR's contractual files

With a copy to: Bottler's Chief Financial Officer  
or other designated representative, at the above  
address

If to CCR: One Coca-Cola Plaza  
Atlanta, Georgia 30313  
Direct: (770) 200-8745  
Fax: (770) 200-8702  
Attention: Carroll Diaz, Director, Program  
Management—Strategic Initiatives

With a copy to: General Counsel, North  
America Group, at the above address

Classified - Confidential

---

**32. Governing Law**

This Agreement and any dispute arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules.

**33. Entire Agreement**

- a. This Agreement and the Comprehensive Beverage Agreement constitute the final, complete and exclusive written expression of the intentions of the Parties and supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either Party concerning the activities described herein.
- b. CCR will not be bound by any provisions in Bottler's purchase order(s) or other documents, electronic or otherwise (including counter offers) which propose any terms or conditions in addition to or differing with the terms and conditions set forth in this Agreement, and any such terms and conditions of Bottler and any other modification to this Agreement will have no force or effect and will not constitute any part of the terms and conditions of purchase, except to the extent separately and specifically agreed to in writing by CCR. CCR's failure to object to provisions contained in Bottler's documents will not be deemed a waiver of the terms and conditions set forth in this Agreement, which will constitute the entire agreement between the parties.
- c. Bottler will not be bound by any provisions in CCR's confirmation of acceptance or other documents, electronic or otherwise (including counter offers) which propose any terms or conditions in addition to or differing with the terms and conditions set forth in this Agreement, and any such terms and conditions of CCR and any other modification to this Agreement will have no force or effect and will not constitute any part of the terms and conditions of purchase, except to the extent separately and specifically agreed to in writing by Bottler. Bottler's failure to object to provisions contained in CCR's documents will not be deemed a waiver of the terms and conditions set forth herein, which constitute the entire agreement between the Parties.
- d. No amendment, deletion, supplement or change in terms and conditions contained in this Agreement will be binding on either Party unless approved in writing by both Parties.
- e. This Agreement will inure to the benefit of and be binding upon each of the Parties and their successors and permitted assigns.
- f. In the event of a conflict between this Agreement and the Service Level Agreement, the terms of this Agreement will govern.
- g. In the event of a conflict between this Agreement and the Comprehensive Beverage Agreement, the Comprehensive Beverage Agreement will govern.

Classified - Confidential

---

Agreed to and accepted as of the date indicated below:

**Coca-Cola Refreshments USA, Inc.**

By: /s/ Duane Still  
Print Name: Duane Still  
Title: V.P. & CFO  
  
Date: May 23, 2014

**Coca-Cola Bottling Co. Consolidated**

By: /s/ Umesh M. Kasbekar  
Print Name: Umesh M. Kasbekar  
Title: Senior Vice President, Planning & Administration  
  
Date: \_\_\_\_\_

**CCBCC Operation, LLC**

By: /s/ Umesh M. Kasbekar  
Print Name: Umesh M. Kasbekar  
Title: Vice President  
  
Date: \_\_\_\_\_

[Signature Page to Finished Goods Supply Agreement]

**EXHIBIT A**  
**Products and Price**

EXHIBIT A	Consolidated – Johnson City – 2014 SKU & Price List	2014 Price
Material #	Description	(\$/unit)
100278	12OZCAN4X6PK CLASSIC	[***]
100281	12OZCAN4X6PK DIET COKE	[***]
100287	12OZCAN4X6PK SPRITE	[***]
100304	12OZCAN4X6PK FANTA ORANGE	[***]
100722	12OZCAN1X24PK CLASSIC	[***]
100724	12OZCAN1X24PK DIET COKE	[***]
100725	12OZCAN1X24PK CF DIET COKE	[***]
100733	12OZCAN1X24PK MELLO YELLO	[***]
100933	12OZCAN1X20PK CLASSIC	[***]
100935	12OZCAN1X20PK DIET COKE	[***]
100937	12OZCAN1X20PK SPRITE	[***]
101728	20OZPET1X24LWM PADE MOUNTAIN BLAST	[***]
101998	1LPET1X12L PRPRTY SPRITE	[***]
102079	500MLPET4X6PKS CNTR CLASSIC	[***]
102080	500MLPET4X6PKS PRPRTY SPRITE	[***]
102081	500MLPET4X6PKS CNTR DIET COKE	[***]
102142	500MLPET4X6PKS CNTR CF DT COKE	[***]
102579	20OZPET1X24L CNTR CF DT COKE	[***]
102580	20OZPET1X24L CNTR CHERRY COKE	[***]
102603	20OZPET1X24LS CNTR CLASSIC	[***]
102656	20OZPET1X24LS MELLO YELLO	[***]
102748	20OZPET1X24L BARQS ROOTBR	[***]
102751	20OZPET1X24LWM PADE LEM LIME	[***]
102752	20OZPET1X24LWM PADE FRT PUNCH	[***]
102759	20OZPET1X24L CHERRY COKE	[***]
102879	10OZNRG4X6PK SEAGRAMS TONIC	[***]
102881	10OZNRG4X6PK SEAGRAMS CLUB SODA	[***]
102979	1LPET1X12L CNTR DIET COKE	[***]
103029	20OZPET1X24L PRPRTY SPRITE	[***]
103172	8OZNRG4X6PK CLASSIC	[***]
103173	8OZNRG4X6PK DIET COKE	[***]
103174	8OZNRG4X6PK SPRITE	[***]
103186	8OZNRG4X6PK CLASSIC PRO2	[***]
103326	1LPET2X6PK EVIAN WATER	[***]
103331	1LPET1X12L SEAGRAMS CLUB SODA	[***]
103332	1LPET1X12L SEAGRAMS TONIC	[***]

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

103369	1LPET1X12L EVIAN WATER	***
103370	1.5LPET1X12L EVIAN WTR	***
103408	500MLPET1X24L EVIAN WATER	***
103410	330MLPET4X6PK EVIAN WATER	***
103503	1LPET1X12L CNTR CLASSIC	***
103769	500MLPET4X6PK EVIAN WATER	***
103887	BIB/2.5 DIET COKE	***
103888	BIB/2.5 CHERRY COKE	***
103889	BIB/2.5 SPRITE	***
103895	BIB/2.5 HI-C PNK LEMONAD	***
103936	BIB/5.00 CLASSIC	***
103938	BIB/5.00 DIET COKE	***
103944	BIB/5.00 SPRITE	***
104134	BIB/2.5 CF DIET COKE	***
104135	BIB/2.5 PADE FRT PUN	***
104136	BIB/2.5 PADE LL	***
104139	BIB/2.5 MELLO YELLO	***
104148	BIB/2.5 HI-C FRT PUNCH	***
104153	BIB/2.5 HI-C ORANGE	***
104235	BIB/2.5 BARQS ROOTBEER	***
104239	BIB/2.5 PADE MTN BLAST	***
104633	CO2 CYL 20LB FU #2(Filling)	***
109147	BIB/2.5 MM LEMONADE	***
112260	1LPET1X12L DASANI WATER	***
112309	20OZPET1X24LS DASANI WATER	***
112795	500MLPET4X6PK DASANI WATER	***
113098	500MLPET4X6PKS DASANI WATER	***
113142	BIB/2.5 MM ORC BST APPLE	***
114025	12OZCAN1X20PK MELLO YELLO	***
114049	12OZCAN4X6PK VARIETY PACK2	***
114756	20OZPET1X24L FANTA ORANGE	***
114929	500MLPET2X12PK DASANI	***
115304	20OZPET1X24L MM LMNADE NC	***
115313	20OZPET1X24L FANTA GRAPE	***
115468	BIB/2.5 PIBB XTRA	***
115583	12OZCAN2X12FRDGPK CLASSIC	***
115584	12OZCAN2X12FRDGPK DT COKE	***
115585	12OZCAN2X12FRDGPK CF DIET COKE	***
115586	12OZCAN2X12FRDGPK SPRITE	***
116015	12OZCAN1X24PK FANTA ORANGE	***
116149	12OZCAN2X12FRDGPK BARQS RTBR	***
116150	12OZCAN2X12FRDGPK MELLO YELLO	***
116151	12OZCAN2X12FRDGPK FA ORANGE	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



116153	12OZCAN2X12FRDGPK CF CLASSIC	***
116305	12OZCAN2X12FRDGPK CHERRY COKE	***
116306	12OZCAN2X12FRDGPK DT CHY COKE	***
116307	12OZCAN2X12FRDGPK FRESCA	***
116308	12OZCAN2X12FRDGPK DT BQ RTBER	***
116309	12OZCAN2X12FRDGPK PIBB XTRA	***
116320	12OZCAN2X12FRDGPK MM LEMONADE NC	***
116366	500MLPET1X24PK DASANI	***
116456	12OZCAN2X12FRDGPK MM LGHT LMADE NC	***
116460	12OZCAN2X12FRDGPK FA STWBERRY	***
116470	12OZCAN2X12FRDGPK FA GRAPE	***
116485	8OZNRG1X24PK CLASSIC-CLUB PK	***
116629	20OZPET1X24L CNTR VANILLA COKE	***
116662	12OZCAN2X12FRDGPK VANLA COKE	***
116663	20OZPET1X24L PIBB XTRA	***
116832	24OZPET4X6PK FLTCAP DASANI	***
117119	BIB/2.5 FANTA ORANGE	***
117577	12OZCAN2X12FRDGPK TAB	***
117687	20OZPET1X24LWM PADE ORANGE	***
117817	BIB/2.5 MM LIGHT LEMONADE	***
119256	12OZCAN1X20PK FA ORANGE	***
119311	12OZCAN2X12FRDGPK DT COKE LIME	***
119451	16OZCAN1X24LS FULL THROTTLE	***
119516	300MLPET1X24L DASANI WATER	***
119702	450MLPET1X24L MM APPLE JCE	***
119703	450MLPET1X24L MM CRN AP RSBY	***
119706	450MLPET1X24L MM CRAN GRAPE	***
119707	450MLPET1X24L MM ORANGE JCE	***
119790	20OZPET1X24LS PRPRTY SPRITE ZERO	***
119791	12OZCAN2X12FRDGPK SPRITE ZERO	***
119826	20OZPET1X24L CNTR CLASSIC	***
119827	20OZPET1X24L CONTR DIET COKE	***
120443	500MLPET4X6PKS PRPRTY SPRITE ZERO	***
121039	20OZPET1X24L DASANI LEMON	***
121146	12OZCAN1X32PK CLASSIC	***
121147	12OZCAN1X32PK DT COKE	***
121149	12OZCAN1X32PK SPRITE	***
121508	12OZCAN2X12FRDGPK DT COKE W/SPLENDA	***
121750	12OZCAN2X12FRDGPK COCA COLA ZERO	***
121751	20OZPET1X24LS CNTR COCA COLA ZERO	***
121939	20OZPET1X24L DASANI STRAWBERRY	***
122109	12OZCAN2X12FRDGPK FRESCA PEACH	***
122151	BIB/2.5 COCA COLA ZERO	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

122360	12OZNRG1X24L CLASSIC MEX COKE	***
122366	12OZNRG1X24PK CLASSIC MEX COKE	***
123159	12OZCAN1X24PK COCA-COLA ZERO	***
123292	20OZPET1X24LWM PADE GRAPE	***
123367	32OZPET1X15LWM PADE FRUIT PUNCH	***
123369	32OZPET1X15LWM PADE LEMON LIME	***
123371	32OZPET1X15LWM PADE MOUNTAIN BLAST	***
123372	32OZPET1X15LWM PADE ORANGE	***
124359	12OZCAN1X20PK COCA COLA ZERO	***
124384	12OZCAN1X24PK SPRITE	***
124580	10OZPET1X24L MM APPLE JUICE 100%	***
124581	10OZPET1X24L MM ORANGE JUICE 100%	***
125491	12OZCAN2X12FRDGPCK CHERRY COKE ZERO	***
125492	20OZPET1X24L CNTR CHERRY COKE ZERO	***
125596	12OZPET3X8PKS CLASSIC	***
125598	12OZPET3X8FRDGPCKS DIET COKE	***
125602	12OZPET3X8PKS COCA COLA ZERO	***
125622	20OZPET3X8PKWM PADE GRAPE	***
125623	20OZPET3X8PKWM PADE ORANGE	***
125624	20OZPET3X8PKWM PADE FRUIT PUNCH	***
125625	20OZPET3X8PKWM PADE MOUNTAIN BLAST	***
125681	20OZPET3X8PKWM PADE LEMON LIME	***
126073	32OZPET1X15LWM PADE GRAPE	***
126528	12OZPET3X8FRDGPCKS CF DIET COKE	***
126534	12OZPET3X8PKS SPRITE	***
126582	12OZNRG1X24L FANTA ORANGE MEX	***
126583	12OZNRG1X24LS SPRITE MEX	***
126813	12OZCAN1X32PK COCA COLA ZERO	***
127105	500MLPET4X6PK CNTR COCA-COLA ZERO	***
128037	22OZPET1X12L NOS ENERGY DRINK	***
128259	16OZCAN1X24LS NOS ENERGY DRINK	***
128401	12OZCAN1X24PK SPRITE ZERO	***
128419	BIB/2.5 GP SWEET GREEN TEA	***
129086	20OZPET1X24LWM GLACEAU VITWTR DEFENSE	***
129088	20OZPET1X24LWM GLACEAU VITWTR ENERGY	***
129089	20OZPET1X24LWM GLACEAU VITWTR ESSENTIAL	***
129090	20OZPET1X24LWM GLACEAU VITWTR FOCUS	***
129093	20OZPET1X24LWM GLACEAU VITWTR POWER-C	***
129095	20OZPET1X24LWM GLACEAU VITWTR REVIVE	***
129097	20OZPET1X24LWM GLACEAU VITWTR XXX	***
129252	1LPET1X12L GLACEAU SMARTWATER	***
129253	1.5LPET1X12L GLACEAU SMARTWATER	***
129254	20OZPET1X24L GLACEAU SMARTWATER	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

129257	32OZPET1X15LWM GLACEAU VITWTR REVIVE	***
129258	32OZPET1X15LWM GLACEAU VITWTR POWER-C	***
129274	20OZPET1X12PKWM GLACEAU VITWTR VARTY PK	***
129294	20OZPET1X24LWM PADE STRAWBERRY LEMONADE	***
129295	32OZPET1X15LWM PADE STRAWBERRY LEMONADE	***
130466	32OZPET1X15LWM PADE STRAWBERRY ZERO	***
130467	32OZPET1X15LWM PADE GRAPE ZERO	***
130468	32OZPET1X15LWM PADE MIXED BERRY ZERO	***
130470	20OZPET3X8PKWM PA GRAPE ZERO	***
130471	20OZPET3X8PKWM PA MIXED BERRY ZERO	***
130493	16OZCAN1X24LS NOS GRAPE ENERGY	***
130629	32OZPET1X15LWM GLACEAU VITWTR XXX	***
131610	22OZPET1X12L NOS FRUIT PUNCH ENERGY	***
132296	700MLPET1X24L GLACEAU SMARTWATER	***
132394	16OZPET1X24L CNTR DIET COKE	***
132398	16OZPET1X24L CNTR COCA-COLA	***
132399	16OZPET1X24L COCA COLA ZERO	***
132400	16OZPET1X24L CNTR SPRITE	***
132527	2LPET1X8LS CNTR CF CLASSIC	***
132528	2LPET1X8LS CNTR CF DT COKE	***
132529	2LPET1X8LS CNTR CHERRY COKE	***
132530	2LPET1X8LS CNTR CLASSIC	***
132531	2LPET1X8LS CNTR COKE ZERO	***
132532	2LPET1X8LS CNTR DT COKE	***
132539	2LPET1X8LS CNTR SPRITE ZERO	***
132540	2LPET1X8LS CNTR SPRITE	***
132541	2LPET1X8LS CNTR BQ ROOT BEER	***
132542	2LPET1X8LS CNTR FANTA GRAPE	***
132543	2LPET1X8LS CNTR FANTA ORANGE	***
132544	2LPET1X8LS CNTR FANTA STRWBRY	***
132545	2LPET1X8LS CNTR FRESCA	***
132546	2LPET1X8LS CNTR MELLO YELLO	***
132547	2LPET1X8LS CNTR PIBB XTRA	***
132551	2LPET1X8LS CNTR MMAID LEMONADE NC	***
132612	2LPET1X8LS CNTR MMAID PINK LMNADE NC	***
132766	BIB/2.5 GP PREMIUM UNSWEET BLACK TEA	***
132838	BIB/2.5 GOLD PEAK SOUTHERN STYLE TEA	***
132858	16.9OZPET1X12L HONEST ADE ORANGE MANGO	***
132859	16.9OZPET1X12L HONEST ADE POMEGR BLU	***
132861	16.9OZPET1X12L HONEST TEA HONEY GREEN	***
132862	16.9OZPET1X12L HONEST TEA PEACH WHITE	***
133102	16OZCAN1X24LS MONSTER KHAOS ENGY+JUICE	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

133108	16OZCAN6X4PK MONSTER LOCARB ENERGY	***
133109	16OZCAN6X4PK MONSTER ENERGY	***
133129	16OZCAN1X24LS MONSTER ENERGY	***
133131	16OZCAN1X24LS MONSTER LO CARB ENGY	***
133132	16OZCAN1X24LS MONSTER ASSAULT ENERGY	***
133145	24OZCAN1X12LS MONSTER MEGA ENERGY	***
133147	24OZCAN1X12LS MONSTER MEGA LO CARB	***
133153	16OZCAN6X4PK MONSTER KHAOS ENERGY + JUI	***
133259	12OZPET1X24PK COCA COLA CLASSIC	***
133260	12OZPET1X24PK DT COKE	***
134166	12OZPET3X8FRDGPB SPRITE ZERO	***
134212	2LPET1X8LS CNTR CHERRY COKE ZERO	***
134386	500MLPET1X32PK DASANI	***
134837	32OZPET1X15LWM PWA ZERO ORANGE	***
134838	32OZPET1X15LWM PWA ZERO LEMON LIME	***
134846	12OZNRG1X24PK FANTA ORANGE MEX	***
134848	20OZPET1X24L FTA ZERO ORANGE	***
134923	15OZCAN1X12LS JAVA MONSTER IRISH	***
134926	15OZCAN1X12LS JAVA MONSTER MEAN BEAN	***
134929	15OZCAN1X12LS JAVA MONSTER LOCA MOCHA	***
134978	2LPET2X4PK CNTR CLASSIC	***
134979	2LPET2X4PK CNTR DT COKE	***
135239	1LPET2X6PK GLACEAU SMARTWATER	***
135245	7.5OZCAN3X8PK CLASSIC	***
135246	7.5OZCAN3X8PK COCA COLA ZERO	***
135247	7.5OZCAN3X8PK DIET COKE	***
135248	7.5OZCAN3X8PK SPRITE	***
135249	16.9OZPET4X6PK GOLD PEAK SWEET TEA	***
135250	16.9OZPET4X6PK GOLD PEAK DIET TEA	***
135251	16OZCAN1X12LS FULL THROTTLE RED BERRY	***
135279	7.5OZCAN3X8PK FANTA ORANGE	***
135287	7.5OZCAN3X8PK SPRITE ZERO	***
135333	18.5OZPET1X12LWM GP SWEET TEA	***
135334	18.5OZPET1X12LWM GP DIET TEA	***
135335	18.5OZPET1X12LWM GP SWEET LEMON TEA	***
135336	18.5OZPET1X12LWM GP GREEN TEA	***
135337	18.5OZPET1X12LWM GP UNSWEET TEA	***
135450	12OZPET3X8PK DASANI	***
135478	10.1OZPET1X12L TUM-E YUMIES ORG-ARIFIC	***
135479	10.1OZPET1X12L TUM-E YUMIES VERY BRY BLU	***
135481	10.1OZPET1X12L TUM-E YUMIE GRNTSTIC APLE	***
135482	10.1OZPET1X12L TUM-E YUMIES SOURSTNL RSP	***
135565	16OZCAN1X24LS FULL THRTL BLUE AGAVE	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

135573	32OZPET1X15LWM PADE WHITE CHERRY	***]
135589	10.1OZPET1X12L TUM-E YUMIE FRTABULS PNCH	***]
136105	2LPET2X4PK SPRITE	***]
136106	20OZPET1X24LWM GLACEAU VITWTR ZERO XXX	***]
136107	20OZPET1X24LWM GLACEAU VW SQUEEZED ZERO	***]
136108	20OZPET1X24LWM GLACEAU VITWTR ZERO RISE	***]
136109	20OZPET1X24LWM GLACEAU VTWR ZERO GO-GO	***]
136494	16OZCAN1X12LS NOS LOADED CHERRY ENERGY	***]
136525	16.9OZPET1X12L HONEST TEA HALF&HALF LE	***]
136793	16OZCAN2X10PK MONSTER ENERGY	***]
136794	16OZCAN2X10PK MONSTER ENERGY LO CARB	***]
137072	1.25LPET1X12LS CLASSIC	***]
137073	1.25LPET1X12LS DIET COKE	***]
137074	1.25LPET1X12LS COKE ZERO	***]
137075	1.25LPET1X12LS SPRITE	***]
137076	1.25LPET1X12LS FANTA ORANGE	***]
137113	16OZCAN6X4PK MONSTER ABSOLUTELY ZERO	***]
137324	2.0OZPET1X12L WORX ORIGINAL CITRUS SHT	***]
137325	2.0OZPET1X12L WORX EXTRA STRENGTH CITRS	***]
137400	16OZCAN1X24LS MONSTER ABSOLUTELY ZERO	***]
137639	12OZCAN4X6PK PB DT COKE	***]
137699	15OZCAN1X12LS JAVA MONSTER VANILLA LIGHT	***]
137700	15OZCAN1X12LS JAVA MONSTER KONA BLEND	***]
137763	32OZPET1X15LWM PA ZERO FRUIT PUNCH	***]
137765	20OZPET1X24LWM GLAC VW ZRO GLOW	***]
137799	20OZPET3X8PKWM PA ZERO FRUIT PUNCH	***]
137830	16.9OZPET1X12LWM FUZE SLNDRZ CRBRY RSB	***]
137831	16.9OZPET1X12LWM FUZE SLNDRZE STBRY MLN	***]
137832	16.9OZPET1X12LWM FUZE SLNDRZ BLBRY RASB	***]
137833	16.9OZPET1X12LWM FUZE SLNDRZE TROPL PU	***]
137834	16.9OZPET1X12LWM FUZE SLNDRZ POM ACAI B	***]
137836	16.9OZPET1X12LWM FUZE PEACH MANGO	***]
137837	16.9OZPET1X12LWM FUZE BANANA COLADA	***]
137863	12OZCAN2X12FRDGP MELLO YELLO ZERO FRG	***]
137869	16OZCAN1X12LS NOS CHARGED CITRUS	***]
137896	20OZPET1X24L MELLO YELLO ZERO	***]
137910	16OZPET1X24L CNTR CHERRY COKE	***]
138036	15.5OZCAN1X24LS MONSTER REHAB TEA LMNADE	***]
138037	15.5OZCAN6X4PK MONSTER REHAB TEA LMNADE	***]
138045	5OZNRG1X24LS MONSTER ENG M-3 SUPR CONC	***]
138204	500MLPET1X24PK DASANI MKPLT	***]
138319	23OZCAN1X12LS MONSTER REHAB TEA LMNADE	***]

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

138320	24OZCAN1X12LS MONSTER ENGY ABSLTLY ZERO	***]
138563	15.5OZCAN1X24LS MONSTER REHAB GREEN TEA	***]
138564	15.5OZCAN1X24LS MONSTER REHAB ROJO TEA	***]
138582	15.5OZCAN6X4PK MONSTER REHAB ROJO TEA	***]
142716	16.9OZPET4X6PK GLA VTWTR XXX	***]
142717	16.9OZPET4X6PK GLA VTWTR POWER C	***]
142718	16.9OZPET4X6PK GLA VTWTR REVIVE	***]
142719	16.9OZPET4X6PK GLA VTWTR ZERO XXX	***]
142720	16.9OZPET4X6PK GLA VTWTR ZERO SQUEEZED	***]
142721	16.9OZPET4X6PK GLA VTMNWTR ZERO RISE	***]
143857	15.5OZCAN2X10PK MONSTER REHAB TEA LMNADE	***]
143893	16.9OZPET1X12L HONEST TEA ORGN NOT 2 SWT	***]
143900	16OZCAN2X10PK MONSTER ABSOLUTELY ZERO	***]
143911	16.9OZNRG1X12LS MONSTER ENERGY UBRMNSTER	***]
143932	18.5OZPET1X12LWM GP LEMONADE TEA	***]
144088	16OZCAN1X24LS FANTA ORANGE	***]
144089	16OZCAN1X24LS SPRITE	***]
144163	15.5OZCAN1X24LS MONSTER REHAB ORANGEADE	***]
144169	12OZPET2X12PKWM PWA MTN BERRY BLAST	***]
144170	12OZPET2X12PKWM PWA FRT PNCH	***]
144171	450MLPET1X24L MMAID STRBRY PASSION JTG	***]
144172	450MLPET1X24L MMAID FRUIT PUNCH JTG	***]
144207	1.26LBPWDR1X8LS PADE FRT PUNCH PWDR	***]
144208	1.22LBPWDR1X8LS PAE MTN BERRY BLAST PWDR	***]
144630	1LPET1X12L FUZE ICE TEA LEMON	***]
144632	1LPET1X12L FUZE HALF TEA HALF LEMONADE	***]
144633	1LPET1X12L FUZE BERRY PUNCH	***]
144634	1LPET1X12L FUZE STRAWBERRY LEMONADE	***]
144651	14OZPET1X12L ZICO NATURAL COCONUT WATER	***]
144652	1LTETRA1X12L ZICO NATURAL COCNT WTR	***]
144653	11.2OZPET1X12L ZICO NATURAL COCNT WTR	***]
144659	14OZPET1X12L ZICO CHOCOLATE	***]
144675	BIB/2.5 FUZE TEA RASB (5.50+1)	***]
144679	BIB/2.5 GOLD PEAK RSP (5.50+1)	***]
144828	11.5OZPET1X12L CORE POWER CHOCOLATE 20G	***]
144829	11.5OZPET1X12L CORE POWER STWBY BANA 20	***]
144830	11.5OZPET1X12L CORE POWER CHOCOLATE 26G	***]
144831	11.5OZPET1X12L CORE POWER VANILLA 26G	***]
144864	500MLPET4X6PK MELLO YELLO HC	***]
144866	20OZPET1X24L FUZE ICED TEA LEMON	***]
144868	20OZPET1X24L FUZE ICD TEA STRBY RDTEA	***]
144872	12OZNRG1X24LS FIESTA VARIETY PACK MEX	***]

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

144873	1.9OZPET1X6PK DASANI DROPS STRAWBRY KIWI	***
144874	1.9OZPET1X6PK DASANI DROPS PINK LEMONADE	***
144875	1.9OZPET1X6PK DASANI DROPS PABLE COCONUT	***
144876	1.9OZPET1X6PK DASANI DROPS MIXED BERRY	***
145098	500MLPET4X6PK GLACEAU SMARTWATER	***
145104	16OZCAN1X24LS MONSTER DUB BALLERS BLEND	***
145105	16OZCAN1X24LS MONSTER ZERO ULTRA	***
145106	15OZCAN1X12LS JAVA MNSTR KONA CAPPUCCHINO	***
145126	12OZCAN1X12LS MONSTER EX STR BLAK ICE-KO	***
145127	12OZCAN1X12LS MONSTER EX STR ANTI GRVTY	***
145128	12OZCAN1X12LS MONSTER EX STR SUPR DRY-KO	***
145158	2LPET1X8LS FUZE ICED TEA LEMON	***
145159	2LPET1X8LS FUZE ICEDT STRAWBERRY RED TEA	***
145160	12OZCAN2X12FRDGP FUZE ICED TEA LMN	***
145161	12OZCAN2X12FRDGP FUZE DT ICD TE LMN BK	***
145170	12OZCAN2X12FRDGP FUZE ICD STRBY RED	***
145171	12OZCAN2X12FRDGP FUZE HLF TE HLF LMNADE	***
145188	20OZPETWM1X24L GLAC VITWTRZRO PWRC	***
145206	20OZPETWM1X24L GLAC VITWTRZRO REVIVE	***
145235	12OZNRG4X6PK CLASSIC MEXICO	***
145277	16OZCAN1X24LS DIET COKE	***
145281	16OZCAN1X24LS MONSTER DUB MAD DOG	***
145309	1LTETRA1X12L ZICO CHOCOLATE	***
145388	16OZCAN6X4PK MONSTER ZERO ULTRA	***
145482	12OZPET2X12PKWM PADE ZERO MXED BERRY	***
145483	12OZPET2X12PKWM PADE ORANGE	***
145484	12OZPET2X12PKWM PADE GRAPE	***
145491	12OZPET3X8PKWM GLACEAU VW ESSENTIAL	***
145493	12OZPET3X8PKWM GLACEAU VW XXX	***
145496	12OZPET3X8PKWM GLACEAU VW SQUEEZED	***
145822	2LPET1X8LS MMAID PEACH	***
145841	16OZCAN2X10PK MONSTER ZERO ULTRA	***
145842	8OZCAN2X12PK MONSTER ZERO ULTRA	***
145909	20OZPET1X24LWM GLACEAU VW SQUEEZED	***
145911	16.9OZPET1X12L GLA FRTWTR WTRMLN PNCH	***
145913	16.9OZPET1X12L GLA FRTWTR BLCK RSPBRY	***
145915	16.9OZPET1X12L GLA FRTWTR LEMON LIME	***
145917	16.9OZPET1X12L GLA FRTWTR ORNG MNGO	***
145919	16.9OZPET1X12L GLA FRTWTR STRWBY KIWI	***
145929	15.5OZCAN1X24LS MNSTR REHAB PINK LMNADE	***
145930	14OZPET1X12L ZICO PINEAPPLE COCONUT WAT	***
145932	12OZCAN4X6PK FULL THROTTLE	***
145962	7.5OZCAN2X12PK MONSTER REHAB TEA LMNADE	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

145963	8OZCAN2X12PK MONSTER LO CARB ENERGY	***
145964	8OZCAN2X12PK MONSTER ENERGY	***
145965	8OZCAN2X12PK MONSTER ABSOLUTELY ZERO	***
145967	32OZPET1X15LWM PADE MELON	***
145984	1.9OZPET1X6PK DASANI DROPS CHERRY POM	***
145985	1.9OZPET1X6PK DASANI DROPS GRAPE	***
145996	12OZCAN4X6PK NOS ENERGY	***
145998	16OZCAN1X12LS NOS ZERO	***
146042	2LPET1X8LS SEAGRAMS GINGER ALE (REFOM)	***
146045	1LPET1X12L SEAGRAMS GINGER ALE (REFOM)	***
146048	20OZPET1X24L SEAGRAMS GINGER ALE (REFOM)	***
146125	12OZCAN2X12FRDGPB SG GINGER ALE (REFOM)	***
146128	7.5OZCAN3X8PK SEAGRAMS GINGERALE (REFOM)	***
146156	10.1OZPET1X15PK TUM-E YUMIES VAR PK	***
146287	3OZPET1X6PK PA ZERO DROPS MTN BERRY BLST	***
146288	3OZPET1X6PK PA ZERO DROPS FRUIT PUNCH	***
146289	3OZPET1X6PK PA ZERO DROPS ORANGE	***
146294	23OZCAN1X12L PEACE TEA LEMON SWT NPP	***
146295	23OZCAN1X12L PEACE TEA CADDY SHACK NPP	***
146296	23OZCAN1X12L PEACE TEA GREEN TEA NPP	***
146297	23OZCAN1X12L PEACE TEA RAZZLEBERRY NPP	***
146300	16OZCAN1X24LS MONSTER ENGY ULTRA BLUE	***
146301	15OZCAN1X12L MONSTER MUSCLE CAFÉ LATTE	***
146302	15OZCAN1X12L MONSTER MUSCLE CHOC SHAKE	***
146303	15OZCAN1X12L MONSTER MUSCLE VANILLA WHIP	***
146336	16OZCAN1X24L MELLO YELLO	***
146533	12OZCAN2X12FRDGPB CF COCA-COLA ZERO	***
146536	2LPET1X8LS CNTR CF COKE ZERO	***
146574	12OZCAN1X35PK COKE CLASSIC	***
146575	12OZCAN1X35PK DT COKE	***
146576	12OZCAN1X35PK SPRITE	***
146622	16OZCAN1X24PK NOS ENERGY	***
146628	19.2OZCAN1X24LS COCA-COLA CHERRY ZERO	***
146654	19.2OZCAN2X12PK COCA-COLA ZERO	***
146656	16OZCAN1X12LS MONSTER ZERO ULTRA	***
146676	11.5OZPET1X12L CORE POWER BANANA 26G	***
146727	12OZCAN4X6PK CLASSIC PB	***
146728	12OZCAN4X6PK DT COKE PB	***
146729	12OZCAN4X6PK COCA-COLA ZERO PB	***
146730	12OZCAN4X6PK SPRITE PB	***
146731	12OZCAN4X6PK FANTA ORANGE PB	***
146770	16OZCAN6X4PK MONSTER ENERGY ULTRA BLUE	***
146771	16OZCAN1X24LS MONSTER ENERGY ULTRA RED	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



146772	15OZCAN6X4PK MONSTER MUSCLE CHOC SHKE	***
146773	15OZCAN6X4PK MONSTER MUSCLE VAN WHIP	***
146797	15OZCAN6X4PK MONSTER MUSCLE PNT BTR CUP	***
146817	64OZPET1X8LS GP SWT BLK T	***
146858	16OZCAN1X24L COCA-COLA THERMO PI	***
146871	16OZCAN1X12LS NOS CHARGED CITRUS ZERO	***
146879	12OZNRG1X24PK FANTA GRAPE MEX	***
146881	12OZNRG1X24PK FANTA STRAWBERRY MEX	***
146883	12OZNRG1X24PK FANTA PINEAPPLE MEX	***
146886	15.5OZCAN6X4PK MONSTER REHAB PINK LMNAD	***
146937	15OZCAN1X12L MONSTER MUSCLE STRBY SHAKE	***
146960	15.2OZPETX24L MMAID TROPICAL BLEND	***
146962	15.2OZPETX24L MMAID BERRY BLEND	***
146980	16OZCAN1X24L COCA-COLA ZERO	***
147002	3OZPET1X6PK GLACEAU VWZ XXX DROPS	***
147003	3OZPET1X6PK GLACEAU VWZ RISE DROPS	***
147004	3OZPET1X6PK GLACEAU VWZ SQUEEZED DROPS	***
147005	3OZPET1X6PK GLACEAU VWZ REVIVE DROPS	***
147038	19.2OZCAN1X24LS SPRITE	***
147080	19.2OZCAN1X24LS COCA-COLA	***
147091	16.9OZPET1X12L GLACEAU FW FIZZY LEMONADE	***
147093	16.9OZPET1X12L GLACEAU FW TROP PINEAPPLE	***
147095	1.9OZPET1X6PK MM LEMONADE DROPS	***
147096	1.9OZPET1X6PK MM RASP L-ADE DROPS	***
147097	1.9OZPET1X6PK MM FRUIT PUNCH DROPS	***
147098	1.9OZPET1X6PK MM MANGO TROPICAL DROPS	***
147099	12OZCAN2X12PKFRDGP K DASANI SPKLG LIME	***
147101	12OZCAN2X12PKFRDGP K DASANI SPKLG BERRY	***
147103	12OZCAN2X12PKFRDGP K DASANI SPKLG LEMON	***
147105	12OZCAN2X12PKFRDGP K DASANI SPKLG APPLE	***
147157	20OZPET1X24LS SPRITE 6 MIX	***
147161	19.2OZCAN1X24LS SPRITE 6 MIX	***
147186	20OZPET1X24LSWM GLACEAU VWZ FOCUS	***
147198	18.6OZCAN1X12LS MONSTER ENERGY IMPORT	***
147201	32OZPET1X15LSWM PA TROPICAL MANGO	***
147213	64OZPET1X8LS GP BLACK TEA UNSWEETND	***
147246	16OZCAN1X12LS NOS CHARGED CITRUS	***
147291	23OZCAN1X12LS PEACE TEA PINK LEMONAD	***
147292	23OZCAN1X12LS PEACE TEA SNOBERRY	***
147293	23OZCAN1X12LS PEACE TEA GA PEACH	***
147294	23OZCAN1X12LS PEACE TEA TEX STL SWT	***
147310	16OZCAN6X4PK MONSTER ENERGY ULTRA RED	***
147313	11.5OZCAN1X12LS GLAC VW ENGY STRBY LIME	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

147315	11.5OZCAN1X12LS GLAC VW ENGY BRY PUNCH	***
147317	11.5OZCAN1X12LS GLAC VW ENGY ORNG MNGO	***
147319	11.5OZCAN1X12LS GLAC VW ENGY RBRY CTRS	***
147322	24OZCAN1X12LS MONSTER ZERO ULTRA	***
147469	12OZNRG2X12PK COKE CLASSIC MEXICAN P1	***
147472	22OZPET1X12L NOS CHARGED CITRUS	***
147501	23OZCAN1X12LS PEACE TEA VIVA MANGO	***
147647	12OZCAN1X35PK CF DT COKE	***
147649	12OZCAN1X35PK COKE ZERO	***

**Dunnage Items**

All Items are refundable with the exception of CHEP and PECO Pallets. The price of CHEP and PECO pallets are reflective of the internal rental fee paid by CCR. This is a non-refundable fee that will be reflected on your invoice. Please ensure you are set-up on the CHEP/PECO system, so that we can properly relieve our books to avoid higher lost pallet costs.

Material #	Description	Price (\$/unit)
100004	Pallets Cap & Strap	***
100006	Pallet Cap & Strap Full	***
100007	Pallet Top Sheet	***
100012	Airbag	***
100039	Scale Pallet	***
100040	CPC Scale Pallet	***
100233	Shells 2L8/Plastic	***
100234	Shells 2L6	***
100237	Shells 16/20/24/600ML	***
100238	Shells .5L/355ML/12OZ	***
100239	Shells 1LT 12 Pocket	***
132550	SHELLS 2L8 CNTR/BOLT	***
100265	Premix Tanks	***
100267	Pallets Reg	***
100269	Pallets w/Dep	***
100272	Pallets 40x48 Red Tip	***
114390	Chep Pallets (Blue)	***
146994	Heat Treated Chep Pallets	***
118257	Pallets Mini (OFS)	***
118381	Pallets 40x48 Reg	***
123588	Peco Pallets (Red)	***
124351	Sale Pallet Plastic	***
404356	Pallets Plastic 37X37	***
104633	CO2 Filling 20 lb	***
100252	CO2 Cylinder	***
104633	CO2 Cylinder + Filling 20 lb	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

**EXHIBIT A Consolidated—Morristown—2014 SKU & Price List**

Material #	Description	2014 Price (\$/unit)
100278	12OZCAN4X6PK CLASSIC	***
100281	12OZCAN4X6PK DIET COKE	***
100287	12OZCAN4X6PK SPRITE	***
100304	12OZCAN4X6PK FANTA ORANGE	***
100722	12OZCAN1X24PK CLASSIC	***
100724	12OZCAN1X24PK DIET COKE	***
100725	12OZCAN1X24PK CF DIET COKE	***
100733	12OZCAN1X24PK MELLO YELLO	***
100933	12OZCAN1X20PK CLASSIC	***
100935	12OZCAN1X20PK DIET COKE	***
100937	12OZCAN1X20PK SPRITE	***
101728	20OZPET1X24LWM PADE MOUNTAIN BLAST	***
101998	1LPET1X12L PRPRTY SPRITE	***
102279	500MLPET4X6PK CNTR CLASSIC	***
102280	500MLPET4X6PK CNTR DIET COKE	***
102281	500MLPET4X6PK PRPRTY SPRITE	***
102579	20OZPET1X24L CNTR CF DT COKE	***
102580	20OZPET1X24L CNTR CHERRY COKE	***
102603	20OZPET1X24LS CNTR CLASSIC	***
102748	20OZPET1X24L BARQS ROOTBR	***
102751	20OZPET1X24LWM PADE LEM LIME	***
102752	20OZPET1X24LWM PADE FRT PUNCH	***
102759	20OZPET1X24L CHERRY COKE	***
102782	20OZPET1X24L MELLO YELLO	***
102879	10OZNRG4X6PK SEAGRAMS TONIC	***
102881	10OZNRG4X6PK SEAGRAMS CLUB SODA	***
102979	1LPET1X12L CNTR DIET COKE	***
103029	20OZPET1X24L PRPRTY SPRITE	***
103172	8OZNRG4X6PK CLASSIC	***
103173	8OZNRG4X6PK DIET COKE	***
103174	8OZNRG4X6PK SPRITE	***
103186	8OZNRG4X6PK CLASSIC PRO2	***
103326	1LPET2X6PK EVIAN WATER	***
103331	1LPET1X12L SEAGRAMS CLUB SODA	***
103332	1LPET1X12L SEAGRAMS TONIC	***
103369	1LPET1X12L EVIAN WATER	***
103370	1.5LPET1X12L EVIAN WTR	***
103408	500MLPET1X24L EVIAN WATER	***
103410	330MLPET4X6PK EVIAN WATER	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

103503	1LPET1X12L CNTR CLASSIC	***
103769	500MLPET4X6PK EVIAN WATER	***
103886	BIB/2.5 CLASSIC	***
103887	BIB/2.5 DIET COKE	***
103888	BIB/2.5 CHERRY COKE	***
103889	BIB/2.5 SPRITE	***
103895	BIB/2.5 HI-C PNK LEMONAD	***
103936	BIB/5.00 CLASSIC	***
103938	BIB/5.00 DIET COKE	***
103944	BIB/5.00 SPRITE	***
103996	BIB/5.00 DR PEPPER	***
104134	BIB/2.5 CF DIET COKE	***
104139	BIB/2.5 MELLO YELLO	***
104148	BIB/2.5 HI-C FRT PUNCH	***
104153	BIB/2.5 HI-C ORANGE	***
104235	BIB/2.5 BARQS ROOTBEER	***
104239	BIB/2.5 PADE MTN BLAST	***
104633	CO2 CYL 20LB FU #2(Filling)	***
109147	BIB/2.5 MM LEMONADE	***
112259	20OZPET1X24L DASANI WATER	***
112260	1LPET1X12L DASANI WATER	***
112795	500MLPET4X6PK DASANI WATER	***
113437	500MLPET4X6PK CNTR CF DT COKE	***
114025	12OZCAN1X20PK MELLO YELLO	***
114049	12OZCAN4X6PK VARIETY PACK2	***
114756	20OZPET1X24L FANTA ORANGE	***
114929	500MLPET2X12PK DASANI	***
115304	20OZPET1X24L MM LMNADE NC	***
115313	20OZPET1X24L FANTA GRAPE	***
115468	BIB/2.5 PIBB XTRA	***
115583	12OZCAN2X12FRDGPK CLASSIC	***
115584	12OZCAN2X12FRDGPK DT COKE	***
115585	12OZCAN2X12FRDGPK CF DIET COKE	***
115586	12OZCAN2X12FRDGPK SPRITE	***
116015	12OZCAN1X24PK FANTA ORANGE	***
116149	12OZCAN2X12FRDGPK BARQS RTBR	***
116150	12OZCAN2X12FRDGPK MELLO YELLO	***
116151	12OZCAN2X12FRDGPK FA ORANGE	***
116153	12OZCAN2X12FRDGPK CF CLASSIC	***
116305	12OZCAN2X12FRDGPK CHERRY COKE	***
116306	12OZCAN2X12FRDGPK DT CHY COKE	***
116307	12OZCAN2X12FRDGPK FRESCA	***
116308	12OZCAN2X12FRDGPK DT BQ RTBER	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

116309	12OZCAN2X12FRDGPB PIBB XTRA	***
116320	12OZCAN2X12FRDGPB MM LEMONADE NC	***
116321	12OZCAN2X12FRDGPB MM F PUH JB	***
116366	500MLPET1X24PK DASANI	***
116456	12OZCAN2X12FRDGPB MM LGHT LMADE NC	***
116460	12OZCAN2X12FRDGPB FA STWBERRY	***
116470	12OZCAN2X12FRDGPB FA GRAPE	***
116472	12OZCAN2X12FRDGPB MM PINK LMADE-NC	***
116533	20OZPET1X24L MM PNK LMADE NC	***
116629	20OZPET1X24L CNTR VANILLA COKE	***
116662	12OZCAN2X12FRDGPB VANLA COKE	***
116663	20OZPET1X24L PIBB XTRA	***
116832	24OZPET4X6PK FLTCAP DASANI	***
117119	BIB/2.5 FANTA ORANGE	***
117577	12OZCAN2X12FRDGPB TAB	***
117603	12OZCAN2X12FRDGPB DR PEPPER	***
117604	12OZCAN2X12FRDGPB DT DR PEPPER	***
117605	12OZCAN2X12FRDGPB CF DR PEPPER	***
117606	12OZCAN2X12FRDGPB CF DT DR PEPPER	***
117634	12OZCAN4X6PK DR PEPPER	***
117640	12OZCAN4X6PK DT DR PEPPER	***
117687	20OZPET1X24LWM PADE ORANGE	***
117783	12OZCAN1X20PK DR PEPPER	***
117794	12OZCAN1X20PK DT DR PEPPER	***
117803	20OZPET1X24L DR PEPPER	***
117808	20OZPET1X24L DT DR PEPPER	***
117817	BIB/2.5 MM LIGHT LEMONADE	***
119256	12OZCAN1X20PK FA ORANGE	***
119311	12OZCAN2X12FRDGPB DT COKE LIME	***
119451	16OZCAN1X24LS FULL THROTTLE	***
119516	300MLPET1X24L DASANI WATER	***
119702	450MLPET1X24L MM APPLE JCE	***
119703	450MLPET1X24L MM CRN AP RSBY	***
119705	450MLPET1X24L MM RUBY RD GRPFRT	***
119706	450MLPET1X24L MM CRAN GRAPE	***
119707	450MLPET1X24L MM ORANGE JCE	***
119791	12OZCAN2X12FRDGPB SPRITE ZERO	***
119826	20OZPET1X24L CNTR CLASSIC	***
119827	20OZPET1X24L CNTR DIET COKE	***
120461	20OZPET1X24L PRPRTY SPRITE ZERO	***
121039	20OZPET1X24L DASANI LEMON	***
121146	12OZCAN1X32PK CLASSIC	***
121147	12OZCAN1X32PK DT COKE	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

121149	12OZCAN1X32PK SPRITE	***
121508	12OZCAN2X12FRDGP DT COKE W/SPLENDA	***
121750	12OZCAN2X12FRDGP COCA COLA ZERO	***
121765	20OZPET1X24L CNTR COCA COLA ZERO	***
121939	20OZPET1X24L DASANI STRAWBERRY	***
122151	BIB/2.5 COCA COLA ZERO	***
122327	12OZCAN2X12FRDGP FA ORANGE ZERO	***
122366	12OZNRG1X24PK CLASSIC MEX COKE	***
123159	12OZCAN1X24PK COCA-COLA ZERO	***
123292	20OZPET1X24LWM PADE GRAPE	***
123367	32OZPET1X15LWM PADE FRUIT PUNCH	***
123369	32OZPET1X15LWM PADE LEMON LIME	***
123371	32OZPET1X15LWM PADE MOUNTAIN BLAST	***
123372	32OZPET1X15LWM PADE ORANGE	***
123704	12OZCAN1X24PK DR PEPPER	***
123809	12OZCAN1X24PK DT DR PEPPER	***
124359	12OZCAN1X20PK COCA COLA ZERO	***
124384	12OZCAN1X24PK SPRITE	***
124580	10OZPET1X24L MM APPLE JUICE 100%	***
124581	10OZPET1X24L MM ORANGE JUICE 100%	***
125365	1LPET1X12L DR PEPPER	***
125370	500MLPET4X6PK SPRITE ZERO	***
125491	12OZCAN2X12FRDGP CHERRY COKE ZERO	***
125492	20OZPET1X24L CNTR CHERRY COKE ZERO	***
125622	20OZPET3X8PKWM PADE GRAPE	***
125623	20OZPET3X8PKWM PADE ORANGE	***
125624	20OZPET3X8PKWM PADE FRUIT PUNCH	***
125625	20OZPET3X8PKWM PADE MOUNTAIN BLAST	***
125681	20OZPET3X8PKWM PADE LEMON LIME	***
126073	32OZPET1X15LWM PADE GRAPE	***
126583	12OZNRG1X24LS SPRITE MEX	***
126813	12OZCAN1X32PK COCA COLA ZERO	***
126819	12OZCAN2X12FRDGP VANILLA COKE ZERO	***
127105	500MLPET4X6PK CNTR COCA-COLA ZERO	***
128037	22OZPET1X12L NOS ENERGY DRINK	***
128259	16OZCAN1X24LS NOS ENERGY DRINK	***
128401	12OZCAN1X24PK SPRITE ZERO	***
128419	BIB/2.5 GP SWEET GREEN TEA	***
129086	20OZPET1X24LWM GLACEAU VITWTR DEFENSE	***
129088	20OZPET1X24LWM GLACEAU VITWTR ENERGY	***
129089	20OZPET1X24LWM GLACEAU VITWTR ESSENTIAL	***
129090	20OZPET1X24LWM GLACEAU VITWTR FOCUS	***
129093	20OZPET1X24LWM GLACEAU VITWTR POWER-C	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

129095	20OZPET1X24LWM GLACEAU VITWTR REVIVE	***
129097	20OZPET1X24LWM GLACEAU VITWTR XXX	***
129252	1LPET1X12L GLACEAU SMARTWATER	***
129253	1.5LPET1X12L GLACEAU SMARTWATER	***
129254	20OZPET1X24L GLACEAU SMARTWATER	***
129257	32OZPET1X15LWM GLACEAU VITWTR REVIVE	***
129258	32OZPET1X15LWM GLACEAU VITWTR POWER-C	***
129262	32OZPET1X15LWM GLACEAU VITWTR ENERGY	***
129274	20OZPET1X12PKWM GLACEAU VITWTR VARTY PK	***
129294	20OZPET1X24LWM PADE STRAWBERRY LEMONADE	***
129295	32OZPET1X15LWM PADE STRAWBERRY LEMONADE	***
130466	32OZPET1X15LWM PADE STRAWBERRY ZERO	***
130467	32OZPET1X15LWM PADE GRAPE ZERO	***
130468	32OZPET1X15LWM PADE MIXED BERRY ZERO	***
130470	20OZPET3X8PKWM PA GRAPE ZERO	***
130471	20OZPET3X8PKWM PA MIXED BERRY ZERO	***
130493	16OZCAN1X24LS NOS GRAPE ENERGY	***
130629	32OZPET1X15LWM GLACEAU VITWTR XXX	***
131610	22OZPET1X12L NOS FRUIT PUNCH ENERGY	***
132296	700MLPET1X24L GLACEAU SMARTWATER	***
132394	16OZPET1X24L CNTR DIET COKE	***
132398	16OZPET1X24L CNTR COCA-COLA	***
132399	16OZPET1X24L COCA COLA ZERO	***
132400	16OZPET1X24L CNTR SPRITE	***
132527	2LPET1X8LS CNTR CF CLASSIC	***
132528	2LPET1X8LS CNTR CF DT COKE	***
132529	2LPET1X8LS CNTR CHERRY COKE	***
132530	2LPET1X8LS CNTR CLASSIC	***
132531	2LPET1X8LS CNTR COKE ZERO	***
132532	2LPET1X8LS CNTR DT COKE	***
132539	2LPET1X8LS CNTR SPRITE ZERO	***
132540	2LPET1X8LS CNTR SPRITE	***
132541	2LPET1X8LS CNTR BQ ROOT BEER	***
132542	2LPET1X8LS CNTR FANTA GRAPE	***
132543	2LPET1X8LS CNTR FANTA ORANGE	***
132544	2LPET1X8LS CNTR FANTA STRWBRY	***
132545	2LPET1X8LS CNTR FRESCA	***
132546	2LPET1X8LS CNTR MELLO YELLO	***
132547	2LPET1X8LS CNTR PIBB XTRA	***
132551	2LPET1X8LS CNTR MMAID LEMONADE NC	***
132606	2LPET1X8LS CNTR DR PEPPER	***
132607	2LPET1X8LS CNTR DT DR PEPPER	***
132612	2LPET1X8LS CNTR MMAID PINK LMNADE NC	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

132766	BIB/2.5 GP PREMIUM UNSWEET BLACK TEA	***
132838	BIB/2.5 GOLD PEAK SOUTHERN STYLE TEA	***
132858	16.9OZPET1X12L HONEST ADE ORANGE MANGO	***
132859	16.9OZPET1X12L HONEST ADE POMEGR BLU	***
132861	16.9OZPET1X12L HONEST TEA HONEY GREEN	***
132862	16.9OZPET1X12L HONEST TEA PEACH WHITE	***
132894	500MLPET4X6PK DT DR PEPPER	***
132895	500MLPET4X6PK DR PEPPER	***
133102	16OZCAN1X24LS MONSTER KHAOS ENGY+JUICE	***
133108	16OZCAN6X4PK MONSTER LOCARB ENERGY	***
133109	16OZCAN6X4PK MONSTER ENERGY	***
133129	16OZCAN1X24LS MONSTER ENERGY	***
133131	16OZCAN1X24LS MONSTER LO CARB ENGY	***
133132	16OZCAN1X24LS MONSTER ASSAULT ENERGY	***
133145	24OZCAN1X12LS MONSTER MEGA ENERGY	***
133147	24OZCAN1X12LS MONSTER MEGA LO CARB	***
133153	16OZCAN6X4PK MONSTER KHAOS ENERGY + JUI	***
133168	16OZPET1X24L DR PEPPER	***
133169	16OZPET1X24L DIET DR PEPPER	***
133251	12OZCAN2X12FRDGPK DR PEPPER CHERRY	***
133255	20OZPET1X24L DR PEPPER CHERRY	***
133257	12OZCAN2X12FRDGPK DT DR PEPPER CHERRY	***
133259	12OZPET1X24PK COCA COLA CLASSIC	***
133260	12OZPET1X24PK DT COKE	***
133475	20OZPET1X24L DIET DR PEPPER CHERRY	***
133762	12OZPET3X8PK CLASSIC	***
133763	12OZPET3X8FRDGPK DT COKE	***
133764	12OZPET3X8FRDGPK CF DT COKE	***
133765	12OZPET3X8PK COCA-COLA ZERO	***
133766	12OZPET3X8PK SPRITE	***
134166	12OZPET3X8FRDGPK SPRITE ZERO	***
134212	2LPET1X8LS CNTR CHERRY COKE ZERO	***
134338	2LPET1X8LS FANTA ORANGE ZERO	***
134386	500MLPET1X32PK DASANI	***
134402	2LPET1X8LS CNTR DR PEPPER CHERRY	***
134501	12OZPET3X8PK DR PEPPER	***
134837	32OZPET1X15LWM PWA ZERO ORANGE	***
134838	32OZPET1X15LWM PWA ZERO LEMON LIME	***
134846	12OZNRG1X24PK FANTA ORANGE MEX	***
134847	2LPET1X8LS DT DR PEPPER CHERRY	***
134848	20OZPET1X24L FTA ZERO ORANGE	***
134923	15OZCAN1X12LS JAVA MONSTER IRISH	***
134926	15OZCAN1X12LS JAVA MONSTER MEAN BEAN	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



134929	15OZCAN1X12LS JAVA MONSTER LOCA MOCHA	***
135177	12OZPET3X8PK DT DR PEPPER	***
135239	1LPET2X6PK GLACEAU SMARTWATER	***
135245	7.5OZCAN3X8PK CLASSIC	***
135246	7.5OZCAN3X8PK COCA COLA ZERO	***
135247	7.5OZCAN3X8PK DIET COKE	***
135248	7.5OZCAN3X8PK SPRITE	***
135249	16.9OZPET4X6PK GOLD PEAK SWEET TEA	***
135250	16.9OZPET4X6PK GOLD PEAK DIET TEA	***
135251	16OZCAN1X12LS FULL THROTTLE RED BERRY	***
135277	7.5OZCAN3X8PK DR PEPPER	***
135278	7.5OZCAN3X8PK DT DR PEPPER	***
135279	7.5OZCAN3X8PK FANTA ORANGE	***
135287	7.5OZCAN3X8PK SPRITE ZERO	***
135333	18.5OZPET1X12LWM GP SWEET TEA	***
135334	18.5OZPET1X12LWM GP DIET TEA	***
135335	18.5OZPET1X12LWM GP SWEET LEMON TEA	***
135336	18.5OZPET1X12LWM GP GREEN TEA	***
135337	18.5OZPET1X12LWM GP UNSWEET TEA	***
135450	12OZPET3X8PK DASANI	***
135478	10.1OZPET1X12L TUM-E YUMIES ORG-ARIFIC	***
135479	10.1OZPET1X12L TUM-E YUMIES VERY BRY BLU	***
135481	10.1OZPET1X12L TUM-E YUMIE GRNTSTIC APLE	***
135482	10.1OZPET1X12L TUM-E YUMIES SOURSTNL RSP	***
135565	16OZCAN1X24LS FULL THRTL BLUE AGAVE	***
135573	32OZPET1X15LWM PADE WHITE CHERRY	***
135589	10.1OZPET1X12L TUM-E YUMIE FRTABULS PNCH	***
136106	20OZPET1X24LWM GLACEAU VITWTR ZERO XXX	***
136107	20OZPET1X24LWM GLACEAU VW SQUEEZED ZERO	***
136108	20OZPET1X24LWM GLACEAU VITWTR ZERO RISE	***
136109	20OZPET1X24LWM GLACEAU VTWR ZERO GO-GO	***
136494	16OZCAN1X12LS NOS LOADED CHERRY ENERGY	***
136525	16.9OZPET1X12L HONEST TEA HALF&HALF LE	***
136677	2.7LBPWDR1X12LS PWA MTN BLAST PWDR	***
136793	16OZCAN2X10PK MONSTER ENERGY	***
136794	16OZCAN2X10PK MONSTER ENERGY LO CARB	***
137072	1.25LPET1X12LS CLASSIC	***
137073	1.25LPET1X12LS DIET COKE	***
137074	1.25LPET1X12LS COKE ZERO	***
137075	1.25LPET1X12LS SPRITE	***
137076	1.25LPET1X12LS FANTA ORANGE	***
137113	16OZCAN6X4PK MONSTER ABSOLUTELY ZERO	***
137325	2.0OZPET1X12L WORX EXTRA STRENGTH CITRS	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

137400	16OZCAN1X24LS MONSTER ABSOLUTELY ZERO	***]
137699	15OZCAN1X12LS JAVA MONSTER VANILLA LIGHT	***]
137700	15OZCAN1X12LS JAVA MONSTER KONA BLEND	***]
137763	32OZPET1X15LWM PA ZERO FRUIT PUNCH	***]
137765	20OZPET1X24LWM GLAC VW ZRO GLOW	***]
137799	20OZPET3X8PKWM PA ZERO FRUIT PUNCH	***]
137830	16.9OZPET1X12LWM FUZE SLNDRZ CRBRY RSBR	***]
137831	16.9OZPET1X12LWM FUZE SLNDRZE STBRY MLN	***]
137832	16.9OZPET1X12LWM FUZE SLNDRZ BLBRY RASB	***]
137833	16.9OZPET1X12LWM FUZE SLNDRZE TROPL PU	***]
137836	16.9OZPET1X12LWM FUZE PEACH MANGO	***]
137837	16.9OZPET1X12LWM FUZE BANANA COLADA	***]
137849	12OZCAN2X12FRDGP DR PEPPER TEN	***]
137863	12OZCAN2X12FRDGP MELLO YELLO ZERO FRG	***]
137875	20OZPET1X24L DR PEPPER TEN	***]
137876	2LPET1X8LS CNTR DR PEPPER TEN	***]
137896	20OZPET1X24L MELLO YELLO ZERO	***]
137910	16OZPET1X24L CNTR CHERRY COKE	***]
138036	15.5OZCAN1X24LS MONSTER REHAB TEA LMNADE	***]
138037	15.5OZCAN6X4PK MONSTER REHAB TEA LMNADE	***]
138045	5OZNRG1X24LS MONSTER ENG M-3 SUPR CONC	***]
138083	1.25LPET1X12LS DR PEPPER	***]
138084	1.25LPET1X12LS DT DR PEPPER	***]
138319	23OZCAN1X12LS MONSTER REHAB TEA LMNADE	***]
138320	24OZCAN1X12LS MONSTER ENGY ABSLTLY ZERO	***]
138343	12OZCAN1X20PK DR PEPPER CHERRY	***]
138344	12OZCAN1X24PK DR PEPPER CHERRY	***]
138563	15.5OZCAN1X24LS MONSTER REHAB GREEN TEA	***]
138564	15.5OZCAN1X24LS MONSTER REHAB ROJO TEA	***]
138582	15.5OZCAN6X4PK MONSTER REHAB ROJO TEA	***]
142716	16.9OZPET4X6PK GLA VTWTR XXX	***]
142717	16.9OZPET4X6PK GLA VTWTR POWER C	***]
142718	16.9OZPET4X6PK GLA VTWTR REVIVE	***]
142719	16.9OZPET4X6PK GLA VTWTR ZERO XXX	***]
142720	16.9OZPET4X6PK GLA VTWTR ZERO SQUEEZED	***]
142721	16.9OZPET4X6PK GLA VTMNWTR ZERO RISE	***]
143857	15.5OZCAN2X10PK MONSTER REHAB TEA LMNADE	***]
143893	16.9OZPET1X12L HONEST TEA ORGN NOT 2 SWT	***]
143900	16OZCAN2X10PK MONSTER ABSOLUTELY ZERO	***]
143911	16.9OZNRG1X12LS MONSTER ENERGY UBRMNSTER	***]
143932	18.5OZPET1X12LWM GP LEMONADE TEA	***]
144088	16OZCAN1X24LS FANTA ORANGE	***]
144089	16OZCAN1X24LS SPRITE	***]

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

144163	15.5OZCAN1X24LS MONSTER REHAB ORANGEADE	***]
144169	12OZPET2X12PKWM PWA MTN BERRY BLAST	***]
144170	12OZPET2X12PKWM PWA FRT PNCH	***]
144171	450MLPET1X24L MMAID STRBRY PASSION JTG	***]
144172	450MLPET1X24L MMAID FRUIT PUNCH JTG	***]
144207	1.26LBPWDR1X8LS PADE FRT PUNCH PWDR	***]
144208	1.22LBPWDR1X8LS PAE MTN BERRY BLAST PWDR	***]
144630	1LPET1X12L FUZE ICE TEA LEMON	***]
144632	1LPET1X12L FUZE HALF TEA HALF LEMONADE	***]
144633	1LPET1X12L FUZE BERRY PUNCH	***]
144634	1LPET1X12L FUZE STRAWBERRY LEMONADE	***]
144651	14OZPET1X12L ZICO NATURAL COCONUT WATER	***]
144653	11.2OZPET1X12L ZICO NATURAL COCNT WTR	***]
144659	14OZPET1X12L ZICO CHOCOLATE	***]
144671	BIB/2.5 FUZE TEA UNSW (5.50+1)	***]
144675	BIB/2.5 FUZE TEA RASB (5.50+1)	***]
144679	BIB/2.5 GOLD PEAK RSP (5.50+1)	***]
144828	11.5OZPET1X12L CORE POWER CHOCOLATE 20G	***]
144829	11.5OZPET1X12L CORE POWER STWBV BANA 20	***]
144830	11.5OZPET1X12L CORE POWER CHOCOLATE 26G	***]
144831	11.5OZPET1X12L CORE POWER VANILLA 26G	***]
144864	500MLPET4X6PK MELLO YELLO HC	***]
144866	20OZPET1X24L FUZE ICED TEA LEMON	***]
144868	20OZPET1X24L FUZE ICD TEA STRBY RDTEA	***]
144873	1.9OZPET1X6PK DASANI DROPS STRAWBRY KIWI	***]
144874	1.9OZPET1X6PK DASANI DROPS PINK LEMONADE	***]
144875	1.9OZPET1X6PK DASANI DROPS PAPLE COCONUT	***]
144876	1.9OZPET1X6PK DASANI DROPS MIXED BERRY	***]
145098	500MLPET4X6PK GLACEAU SMARTWATER	***]
145104	16OZCAN1X24LS MONSTER DUB BALLERS BLEND	***]
145105	16OZCAN1X24LS MONSTER ZERO ULTRA	***]
145106	15OZCAN1X12LS JAVA MNSTR KONA CAPPUCINO	***]
145126	12OZCAN1X12LS MONSTER EX STR BLAK ICE-KO	***]
145127	12OZCAN1X12LS MONSTER EX STR ANTI GRVTY	***]
145128	12OZCAN1X12LS MONSTER EX STR SUPR DRY-KO	***]
145158	2LPET1X8LS FUZE ICED TEA LEMON	***]
145159	2LPET1X8LS FUZE ICEDT STRAWBRY RED TEA	***]
145160	12OZCAN2X12FRDGP FUZE ICED TEA LMN	***]
145161	12OZCAN2X12FRDGP FUZE DT ICD TE LMN BK	***]
145170	12OZCAN2X12FRDGP FUZE ICD STRBY RED	***]
145171	12OZCAN2X12FRDGP FUZE HLF TE HLF LMNADE	***]
145188	20OZPETWM1X24L GLAC VITWTRZRO PWRC	***]
145206	20OZPETWM1X24L GLAC VITWTRZRO REVIVE	***]

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

145235	12OZNRG4X6PK CLASSIC MEXICO	***
145277	16OZCAN1X24LS DIET COKE	***
145278	16OZCAN1X24LS DR PEPPER	***
145281	16OZCAN1X24LS MONSTER DUB MAD DOG	***
145309	1LTETRA1X12L ZICO CHOCOLATE	***
145388	16OZCAN6X4PK MONSTER ZERO ULTRA	***
145482	12OZPET2X12PKWM PADE ZERO MXED BERRY	***
145483	12OZPET2X12PKWM PADE ORANGE	***
145484	12OZPET2X12PKWM PADE GRAPE	***
145491	12OZPET3X8PKWM GLACEAU VW ESSENTIAL	***
145493	12OZPET3X8PKWM GLACEAU VW XXX	***
145496	12OZPET3X8PKWM GLACEAU VW SQUEEZED	***
145822	2LPET1X8LS MMAID PEACH	***
145841	16OZCAN2X10PK MONSTER ZERO ULTRA	***
145842	8OZCAN2X12PK MONSTER ZERO ULTRA	***
145909	20OZPET1X24LWM GLACEAU VW SQUEEZED	***
145911	16.9OZPET1X12L GLA FRTWTR WTRMLN PNCH	***
145913	16.9OZPET1X12L GLA FRTWTR BLCK RSPBRY	***
145915	16.9OZPET1X12L GLA FRTWTR LEMON LIME	***
145917	16.9OZPET1X12L GLA FRTWTR ORNG MNGO	***
145919	16.9OZPET1X12L GLA FRTWTR STRWBWY KIWI	***
145929	15.5OZCAN1X24LS MNSTR REHAB PINK LMNADE	***
145930	14OZPET1X12L ZICO PINEAPPLE COCONUT WAT	***
145932	12OZCAN4X6PK FULL THROTTLE	***
145962	7.5OZCAN2X12PK MONSTER REHAB TEA LMNADE	***
145963	8OZCAN2X12PK MONSTER LO CARB ENERGY	***
145964	8OZCAN2X12PK MONSTER ENERGY	***
145965	8OZCAN2X12PK MONSTER ABSOLUTELY ZERO	***
145967	32OZPET1X15LWM PADE MELON	***
145978	22OZPET1X12L NOS ACTIVE FRUIT PUNCH	***
145984	1.9OZPET1X6PK DASANI DROPS CHERRY POM	***
145985	1.9OZPET1X6PK DASANI DROPS GRAPE	***
145996	12OZCAN4X6PK NOS ENERGY	***
145998	16OZCAN1X12LS NOS ZERO	***
146042	2LPET1X8LS SEAGRAMS GINGER ALE (REFOM)	***
146044	10OZNRG4X6PK SEAGRAMS GINGER ALE (REFOM)	***
146045	1LPET1X12L SEAGRAMS GINGER ALE (REFOM)	***
146048	20OZPET1X24L SEAGRAMS GINGER ALE (REFOM)	***
146125	12OZCAN2X12FRDGPB SG GINGER ALE (REFOM)	***
146128	7.5OZCAN3X8PK SEAGRAMS GINGERALE (REFOM)	***
146206	BIB/2.5 SEAGRAMS GINGR ALE (REFOM)	***
146287	3OZPET1X6PK PA ZERO DROPS MTN BERRY BLST	***
146288	3OZPET1X6PK PA ZERO DROPS FRUIT PUNCH	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

146289	3OZPET1X6PK PA ZERO DROPS ORANGE	***
146294	23OZCAN1X12L PEACE TEA LEMON SWT NPP	***
146295	23OZCAN1X12L PEACE TEA CADDY SHACK NPP	***
146296	23OZCAN1X12L PEACE TEA GREEN TEA NPP	***
146297	23OZCAN1X12L PEACE TEA RAZZLEBERRY NPP	***
146300	16OZCAN1X24LS MONSTER ENGY ULTRA BLUE	***
146301	15OZCAN1X12L MONSTER MUSCLE CAFÉ LATTE	***
146302	15OZCAN1X12L MONSTER MUSCLE CHOC SHAKE	***
146303	15OZCAN1X12L MONSTER MUSCLE VANILLA WHIP	***
146336	16OZCAN1X24L MELLO YELLO	***
146533	12OZCAN2X12FRDGPK CF COCA-COLA ZERO	***
146536	2LPET1X8LS CNTR CF COKE ZERO	***
146676	11.5OZPET1X12L CORE POWER BANANA 26G	***
146727	12OZCAN4X6PK CLASSIC PB	***
146728	12OZCAN4X6PK DT COKE PB	***
146729	12OZCAN4X6PK COCA-COLA ZERO PB	***
146730	12OZCAN4X6PK SPRITE PB	***
146731	12OZCAN4X6PK FANTA ORANGE PB	***
146732	12OZCAN4X6PK DR PEPPER PB	***
146733	12OZCAN4X6PK DT DR PEPPER PB	***
146770	16OZCAN6X4PK MONSTER ENERGY ULTRA BLUE	***
146771	16OZCAN1X24LS MONSTER ENERGY ULTRA RED	***
146772	15OZCAN6X4PK MONSTER MUSCLE CHOC SHKE	***
146773	15OZCAN6X4PK MONSTER MUSCLE VAN WHIP	***
146797	15OZCAN6X4PK MONSTER MUSCLE PNT BTR CUP	***
146817	64OZPET1X8LS GP SWT BLK T	***
146858	16OZCAN1X24L COCA-COLA THERMO P1	***
146871	16OZCAN1X12LS NOS CHARGED CITRUS ZERO	***
146875	12OZNRG1X24LS FANTA STRAWBERRY MEX	***
146877	12OZNRG1X24LS FANTA PINEAPPLE MEX	***
146879	12OZNRG1X24PK FANTA GRAPE MEX	***
146881	12OZNRG1X24PK FANTA STRAWBERRY MEX	***
146883	12OZNRG1X24PK FANTA PINEAPPLE MEX	***
146886	15.5OZCAN6X4PK MONSTER REHAB PINK LMNAD	***
146937	15OZCAN1X12L MONSTER MUSCLE STRBY SHAKE	***
146960	15.2OZPETX24L MMAID TROPICAL BLEND	***
146962	15.2OZPETX24L MMAID BERRY BLEND	***
146980	16OZCAN1X24L COCA-COLA ZERO	***
146982	16OZCAN1X24L DR PEPPER DT	***
147002	3OZPET1X6PK GLACEAU VWZ XXX DROPS	***
147003	3OZPET1X6PK GLACEAU VWZ RISE DROPS	***
147004	3OZPET1X6PK GLACEAU VWZ SQUEEZED DROPS	***
147005	3OZPET1X6PK GLACEAU VWZ REVIVE DROPS	***

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

147038	19.2OZCAN1X24LS SPRITE	***]
147040	19.2OZCAN1X24LS DR PEPPER	***]
147080	19.2OZCAN1X24LS COCA-COLA	***]
147091	16.9OZPET1X12L GLACEAU FW FIZZY LEMONADE	***]
147093	16.9OZPET1X12L GLACEAU FW TROP PINEAPPLE	***]
147095	1.9OZPET1X6PK MM LEMONADE DROPS	***]
147096	1.9OZPET1X6PK MM RASP L-ADE DROPS	***]
147097	1.9OZPET1X6PK MM FRUIT PUNCH DROPS	***]
147098	1.9OZPET1X6PK MM MANGO TROPICAL DROPS	***]
147099	12OZCAN2X12PKFRDGP K DASANI SPKLG LIME	***]
147101	12OZCAN2X12PKFRDGP K DASANI SPKLG BERRY	***]
147103	12OZCAN2X12PKFRDGP K DASANI SPKLG LEMON	***]
147105	12OZCAN2X12PKFRDGP K DASANI SPKLG APPLE	***]
147157	20OZPET1X24LS SPRITE 6 MIX	***]
147161	19.2OZCAN1X24LS SPRITE 6 MIX	***]
147198	18.6OZCAN1X12LS MONSTER ENERGY IMPORT	***]
147201	32OZPET1X15LSWM PA TROPICAL MANGO	***]
147213	64OZPET1X8LS GP BLACK TEA UNSWEETND	***]
147246	16OZCAN1X12LS NOS CHARGED CITRUS	***]
147291	23OZCAN1X12LS PEACE TEA PINK LEMONAD	***]
147292	23OZCAN1X12LS PEACE TEA SNOBERRY	***]
147293	23OZCAN1X12LS PEACE TEA GA PEACH	***]
147294	23OZCAN1X12LS PEACE TEA TEX STL SWT	***]
147306	12OZCAN2X12FRDGP K DR PEPPER VAN FLOAT	***]
147307	2LPET1X8LS DR PEPPER VANILLA FLOAT	***]
147310	16OZCAN6X4PK MONSTER ENERGY ULTRA RED	***]
147313	11.5OZCAN1X12LS GLAC VW ENGY STRBY LIME	***]
147315	11.5OZCAN1X12LS GLAC VW ENGY BRY PUNCH	***]
147317	11.5OZCAN1X12LS GLAC VW ENGY ORNG MNGO	***]
147319	11.5OZCAN1X12LS GLAC VW ENGY RBRY CTRS	***]
147322	24OZCAN1X12LS MONSTER ZERO ULTRA	***]
147469	12OZNRG2X12PK COKE CLASSIC MEXICAN P1	***]
147472	22OZPET1X12L NOS CHARGED CITRUS	***]
147501	23OZCAN1X12LS PEACE TEA VIVA MANGO	***]

**Dunnage Items**

All Items are refundable with the exception of CHEP and PECO Pallets. The price of CHEP and PECO pallets are reflective of the internal rental fee paid by CCR. This is a non-refundable fee that will be reflected on your invoice. Please ensure you are set-up on the CHEP/PECO system, so that we can properly relieve our books to avoid higher lost pallet costs.

Material #	Description	Price (\$/unit)
100004	Pallets Cap & Strap	***]

Classified - Confidential

\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

<b>100006</b>	Pallet Cap & Strap Full	[***]
<b>100007</b>	Pallet Top Sheet	[***]
<b>100012</b>	Airbag	[***]
<b>100039</b>	Scale Pallet	[***]
<b>100040</b>	CPC Scale Pallet	[***]
<b>100233</b>	Shells 2L8/Plastic	[***]
<b>100234</b>	Shells 2L6	[***]
<b>100237</b>	Shells 16/20/24/600ML	[***]
<b>100238</b>	Shells .5L/355ML/12OZ	[***]
<b>100239</b>	Shells 1LT 12 Pocket	[***]
<b>134532</b>	Shells 12OZ PET 8PK	[***]
<b>100265</b>	Premix Tanks	[***]
<b>100267</b>	Pallets Reg	[***]
<b>100269</b>	Pallets w/Dep	[***]
<b>100272</b>	Pallets 40x48 Red Tip	[***]
<b>114390</b>	Chep Pallets (Blue)	[***]
<b>146994</b>	Heat Treated Chep Pallets	[***]
<b>118257</b>	Pallets Mini (OFS)	[***]
<b>118381</b>	Pallets 40x48 Reg	[***]
<b>123588</b>	Peco Pallets (Red)	[***]
<b>124351</b>	Sale Pallet Plastic	[***]
<b>404356</b>	Pallets Plastic 37X37	[***]
<b>104633</b>	CO2 Filling 20 lb	[***]
<b>100252</b>	CO2 Cylinder	[***]
<b>104633</b>	CO2 Cylinder + Filling 20 lb	[***]

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

EXHIBIT B

Transfer Price Methodology

1. The Transfer Price for Products is based upon CCR’s national system weighted average fully-burdened cost to produce the Products, calculated as follows:

<b>Transfer Price</b>
=
[***]
+
[***]
+
[***]

2. CCR will establish (or reset) the Transfer Price annually on January 1. The new Transfer Price will reflect year over year changes in all cost components. Any adjustments to the Transfer Price will be communicated to Bottler (by mail to a Bottler-defined representative) with a minimum of 45 days’ prior notice.
3. If the [\*\*\*] for a calendar year increase compared to the immediately preceding calendar year at a rate greater than the percent change over such year in the seasonally adjusted Civilian Employment Cost Index as published by the US Bureau of Labor Statistics, then upon written request from Bottler, CCR will, to the extent permitted by law, engage in good faith discussions with Bottler regarding the reasons for such increase.
4. Purchase Price Variances and material usage variances will be reconciled at year end, except as provided for Trimester Adjustments in Paragraph 5 of this Exhibit B. “Purchase Price Variance” means any variance between (i) the Transfer Price established on January 1 (as may be adjusted through Trimester Adjustments), and (ii) the actual costs incurred by CCR to produce the Products during the year. CCR will provide Bottler with an interim report on Purchase Price Variances and material usage variances on a quarterly basis, for informational purposes only, but the reconciliation will occur within 120 days following year end. If the actual [\*\*\*] incurred by CCR during the year and included in the year-end reconciliation exceed the [\*\*\*] included in the Transfer Price established on January 1, then CCR will, to the extent permitted by law, provide an explanation for such increase in [\*\*\*] to Bottler once the year-end reconciliation results are completed.
5. Transfer Price may be adjusted by CCR (a “Trimester Adjustment”) during the year on May 1 and September 1 (each, a “Trimester Adjustment Date”). If CCR’s costs for any of the components shown in the table below change by more than the amounts indicated in the table below as of a Trimester Adjustment Date, then a Trimester Adjustment will be made:

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



Component	May 1	September 1
***	***	***
***	***	***
***	***	***

6. If the change in CCR's costs for a component is within the range specified above on the applicable Trimester Adjustment Date, then no adjustment will be made on the date indicated. If the change in CCR's costs for a component is outside of the range specified above on the applicable Trimester Adjustment Date, then the adjustment to the Transfer Price will be made and will reflect the full value of the variance for the remaining annual volume. No Trimester Adjustments will be made for any pricing components other than [\*\*\*]. CCR may, in its discretion, adjust the cost ranges specified in the table above as Expanding Participating Bottler volume produced by CCR increases.
7. [\*\*\*].
8. [\*\*\*] will be taken into account in establishing the Transfer Price annually, subject to annual reconciliation as part of the Purchase Price Variance process provided for in Paragraph 6 of this **Exhibit B**.
9. The Transfer Price charged to Bottler for each Product under this Agreement [\*\*\*].
10. Bottler will be entitled to [\*\*\*].
11. CCR will apply a handling fee to less than full pallet orders, as specified in Exhibit A.
12. Bottler will pay CCR a deposit equal to CCR's standard rate, as stated in Exhibit A, for shells, pallets, and C02 containers (CCR to maintain ownership of the C02 containers), which will be refunded to Bottler when returned.
13. Third Party Audit Process:
  - a. Prior to execution of this Agreement, Company engaged [a certified public accounting firm jointly selected by CCR and Expanding Participating Bottlers], and provided such accounting firm with the elements of the Transfer Price calculation methodology set forth in Paragraph 1 of this **Exhibit B** (including a line item break down of cost components and additional information as reasonably requested by such accounting firm) for each SKU.
  - b. Such accounting firm has confirmed to Bottler that the Transfer Price for each SKU indicated on Exhibit A as of the date of execution of this Agreement has been established in accordance with the methodology.
  - c. CCR will engage such accounting firm (or another "Big Four" certified public accounting firm jointly selected by CCR and Expanding Participating Bottlers) to certify annually the Transfer Price methodology has been complied with and that SKU prices have been correctly charged to Bottler. The costs of such annual certification will be included as a cost of the finished goods being supplied by CCR to Expanding Participating Bottlers hereunder. CCR will provide the audit firm with the books, records and access reasonably required by the audit firm in order to determine if CCR has set pricing for Product SKUs in accordance with the pricing methodologies set forth Paragraph 1 of this Exhibit B.

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

Exhibit C

SKU Primary & Secondary Production Locations / Pallet & Shell Versions

MATNR	SKU List	Current Source Point	Johnson City		Current Production Source Versioning			pallet type - Current Prod Source	
			Current Source Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source		IMPLIEDEEMPTY - Current Prod Source
100278	12ZCN4X6P COCA-COLA	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
100281	12ZCN4X6P DT COKE	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
100287	12ZCN4X6P SPRITE	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
100722	12ZCN24P COCA-COLA	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
100724	12ZCN24P DT COKE	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
100933	12ZCN20P COCA-COLA	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
100935	12ZCN20P DT COKE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
100937	12ZCN20P SPRITE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
101728	20ZPTX24 PA MTN BRY BLST	1014435	CHATTANOOGA Montgomery AL	1014435	CHATTANOOGA Montgomery AL	MISSING	0	N/A	0
102579	20ZPTX24 CF DT COKE	9106	Production UNITED	9106	Production UNITED	R	42	N/A	3x3 PALLETS
102752	20ZPTX24 PA FRT PNCH	1014435	CHATTANOOGA Cleveland TN	1014435	CHATTANOOGA Cleveland TN	MISSING	0	N/A	0
103029	20ZPTX24 SPRITE	9193	Production 2 Marietta GA	9191	Production Marietta GA	R	42	N/A	3x3 PALLETS
103172	8ZNR4X6P COCA-COLA	9163	Production CONSOLIDATED	9163	Production CONSOLIDATED	R	54	N/A	3x3 PALLETS
103326	1LPT2X6P EVIAN MNRL WTR	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
103369	1LPTX12 EVIAN MNRL WTR	1013065	CCBC ROANOKE College Park GA	1013065	CCBC ROANOKE WATERS OF AMERICA INC	MISSING	0	N/A	0
103769	500MLPT4X6P EVIAN MNRL WTR	1013065	Production	1013065	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103895	2.5GBIBX1 HI-C PNK LMNAD	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104139	2.5GBIBX1 MELLO YELLO	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104148	2.5GBIBX1 HI-C FRT PNCH	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104235	2.5GBIBX1 BQ RTBEER	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104239	2.5GBIBX1 PA MTN BLST	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104633	20LBCYLX1 CO2 FU#2	9191	Cleveland TN Production	9191	Cleveland TN Production	R	16	N/A	3x3 PALLETS
109147	2.5GBIBX1 MM LMNAD	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
112260	1LPTX12 DAS	9164	College Park GA Production	9281	Jacksonville FL Production	R	55	N/A	3x3 PALLETS
112795	500MLPT4X6P DAS	9106	CONSOLIDATED CCBC ROANOKE	9106	CONSOLIDATED CCBC ROANOKE	R	56	N/A	PALLETS PLASTIC 37X37
113141	2.5GBIB X1 MM ORC BST ORG BLND	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
113143	2.5GBIB X1 MM ORC BST CRNBY	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
114756	20ZPTX24 FA ORNG	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
114929	500MLPT2X12P DAS	9106	Montgomery AL Production	9106	Montgomery AL Production	R	56	N/A	PALLETS PLASTIC 37X37
115304	20ZPTX24 MM LMNAD	9193	Cleveland TN Production 2	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
115468	2.5GBIBX1 PIBB XTRA	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
115583	12ZCN2X12P COCA-COLA FP	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
115584	12ZCN2X12P DT COKE FP	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
115585	12ZCN2X12P CF DT COKE FP	9106	CONSOLIDATED CCBC ROANOKE	9106	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
115586	12ZCN2X12P SPRITE FP	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
116015	12ZCN24P FA ORNG	9164	Montgomery AL Production	9164	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116149	12ZCN2X12P BQ RTBEER FP	9106	College Park GA Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS

116150	12ZCN2X12P MELLO YELLO FP	9191	CONSOLIDATED CCBC ROANOKE College Park GA	9191	CONSOLIDATED CCBC ROANOKE College Park GA	R	104	N/A	3x3 PALLETS
116151	12ZCN2X12P FA ORNG FP	9106	Production	9106	Production	R	104	N/A	3x3 PALLETS
116153	12ZCN2X12P CF COCA-COLA FP	9106	CONSOLIDATED CCBC ROANOKE CONSOLIDATED CCBC	9106	CONSOLIDATED CCBC ROANOKE CONSOLIDATED CCBC	R	104	N/A	3x3 PALLETS
116305	12ZCN2X12P CHRY COKE FP	9106	CHARLOTTE	9106	CHARLOTTE	R	104	N/A	3x3 PALLETS
116306	12ZCN2X12P DT CHRY COKE FP	9164	College Park GA Production CONSOLIDATED CCBC	9164	College Park GA Production CONSOLIDATED CCBC	R	104	N/A	3x3 PALLETS
116307	12ZCN2X12P FRESCA FP	9191	CHARLOTTE	9191	CHARLOTTE	R	104	N/A	3x3 PALLETS
116308	12ZCN2X12P BQ DT RTBEER FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116309	12ZCN2X12P PIBB XTRA FP	9164	CONSOLIDATED CCBC ROANOKE	9164	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
116320	12ZCN2X12P MM LMNAD FP	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
116366	500MLPT24P DAS	1014435	HOWARD (MILESBURG) WATER PLANT	1014435	HOWARD (MILESBURG) WATER PLANT	MISSING	0	N/A	0
116456	12ZCN2X12P MM LT LMNAD FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116460	12ZCN2X12P FA SBRY FP	9164	Montgomery AL Production	9164	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116470	12ZCN2X12P FA GRP FP	9164	CONSOLIDATED CCBC ROANOKE	9164	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
116629	20ZPTX24 VAN COKE	9164	College Park GA Production	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
116662	12ZCN2X12P VAN COKE FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
117119	2.5GBIBX1 FA ORNG	1013100	Knoxville TN Sales UNITED	1013100	ATLANTA SYRUP PLANT UNITED	MISSING	0	N/A	0
117687	20ZPTX24 PA ORNG	1014435	CHATTANOOGA	1014435	CHATTANOOGA	MISSING	0	N/A	0
117817	2.5GBIB X1 MMAID LT LEMONADE	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
119311	12ZCN2X12P DT COKE LIM FP	9164	CONSOLIDATED CCBC	9164	CONSOLIDATED CCBC	R	104	N/A	3x3 PALLETS
119451	16ZCNX24 FULL THR	9193	CHARLOTTE Cleveland TN Production 2	9191	CHARLOTTE Cleveland TN Production	R	60	N/A	3x3 PALLETS
119516	300MLPTX24 DAS	9164	College Park GA Production	8557	Bissonnet TX Production	R	80	N/A	3x3 PALLETS
119702	450MLPTX24 MM JTG APL J	1014435	UNITED	1014435	UNITED	MISSING	0	N/A	0
119703	450MLPTX24 MM JTG CRNAPL RB	1013065	CHATTANOOGA CONSOLIDATED	1013065	CHATTANOOGA CONSOLIDATED	MISSING	0	N/A	0
119706	450MLPTX24 MM JTG CRN GRP	9164	CONSOLIDATED CCBC ROANOKE	9164	CONSOLIDATED CCBC ROANOKE	R	72	N/A	3x3 PALLETS
119707	450MLPTX24 MM JTG ORNG J	1014435	UNITED CHATTANOOGA CONSOLIDATED	1014435	UNITED CHATTANOOGA CONSOLIDATED	MISSING	0	N/A	0
119791	12ZCN2X12P SPRITE ZRO FP	9106	CCBC ROANOKE Cleveland TN Production 2	9106	CCBC ROANOKE Cleveland TN Production	R	104	N/A	3x3 PALLETS
119827	20ZPTX24 DT COKE	9193	CONSOLIDATED CCBC	9191	CONSOLIDATED CCBC	R	42	N/A	3x3 PALLETS
121508	12ZCN2X12P DT COKE SPLNDA F	9164	CHARLOTTE	9164	CHARLOTTE	R	104	N/A	3x3 PALLETS
121750	12ZCN2X12P COCA-COLA ZRO FP	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
122109	12ZCN2X12P FRESCA PCH FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
122151	2.5GBIBX1 COCA-COLA ZRO	1013100	Knoxville TN Sales College Park GA	1013100	ATLANTA SYRUP PLANT College Park GA	MISSING	0	N/A	0
122327	12ZCN2X12P FA ORNG ZRO FP	9164	Production	9164	Production	R	104	N/A	3x3 PALLETS
122366	355MLNR24P COCA-COLA MX	9164	College Park GA Production	1188878	MEXICAN COKE COCA-COLA	MISSING	0	N/A	0
123142	2.5GBIB X1 SEAG TONIC	1013100	USA	1013100	USA	MISSING	0	N/A	0
123159	12ZCN24P COCA-COLA ZRO SC	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS
123367	32ZPTX15 PA FRT PNCH	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
123369	32ZPTX15 PA LMN LIM	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
123371	32ZPTX15 PA MTN BRY BLST	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
123372	32ZPTX15 PA ORNG	1014435	UNITED CHATTANOOGA Cleveland TN	1014435	UNITED CHATTANOOGA Cleveland TN	MISSING	0	N/A	0
124359	12ZCN20P COCA-COLA ZRO	9191	Production	9191	Production	R	96	N/A	3x3 PALLETS
124384	12ZCN24P SPRITE SC	9191	CONSOLIDATED CCBC ROANOKE	9191	CONSOLIDATED CCBC ROANOKE	R	104	N/A	3x3 PALLETS

124580	10ZPTX24 MM JTG APL J	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
124581	10ZPTX24 MM JTG ORNG J 12ZCN2X12P COKE CHRY	1013065	CONSOLIDATED CCBC ROANOKE Montgomery AL	1013065	CONSOLIDATED CCBC ROANOKE Montgomery AL	MISSING	0	N/A	0
125491	ZRO FP	9106	Production UNITED	9106	Production UNITED	R	104	N/A	3x3 PALLETS
125622	20ZPT3X8P PA GRP	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
125623	20ZPT3X8P PA ORNG	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
125624	20ZPT3X8P PA FRT PNCH 20ZPT3X8P PA MTN BRY	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
125625	BLST	1014435	CHATTANOOGA	1014435	CHATTANOOGA	MISSING	0	N/A	0

Classified - Confidential

MATNR	SKU List MATDESC	Johnson City							
		Current Source Point		Current Production Source		Current Production Source Versioning			
		Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEEMPTY - Current Prod Source	pallet type - Current Prod Source
126073	32ZPTX15 PA GRP	1014435	UNITED CHATTANOOGA College Park GA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
126583	355MLNRX24 SPRITE MX 500MLPT4X6P COCA- COLA ZRO	9164	Production Cleveland TN Production 2 College Park GA	1188878	MEXICAN COKE Cleveland TN Production Tampa FL	MISSING	0	N/A	0
127105		9193	Production Cleveland TN Production 2 College Park GA	9191	Production Cleveland TN Production Cleveland TN	R	56	N/A	3x3 PALLETS
128037	22ZPTX12 NOS ENGY	9164	Production Cleveland TN Production 2	9084	Production Cleveland TN Production	R	84	N/A	3x3 PALLETS CHEP PALLETS
128259	16ZCNX24 NOS ENGY	9193	Production 2	9191	Production	R	60	N/A	(BLUE)
128404	12ZPET X12 V8 VEG JUICE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128405	12ZPET X12 V8 SPICY HOT JUICE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128407	12ZPET X12 V8 VFSON POM BLBRY JU	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128408	12ZPET X12 V8 VFSON STWBR BAN JU	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128409	16ZPET X12 V8 SPLASH BERRY BLEND	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128410	16ZPET X12 V8 SPLASH STWBRY KIWI	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128411	16ZPET X12 V8 SPLASH STWBRY KIWI	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128411	16OZPET1X12LS V8 SPLASH TROP BLEND	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
128419	2.5GBIBX1 GP GRNT 20ZPET X24 GLAC	1013100	COCA-COLA USA College Park GA	1013100	COCA-COLA USA College Park GA	MISSING	0	N/A	0
129086	VITWTR DEFENSE 20ZPTX24 GLAC VW	9164	Production CONSOLIDATED College Park GA	9164	Production CONSOLIDATED College Park GA	R	54	N/A	40X48 PALLETS RED TIP
129088	20ZPTX24 GLAC VW ENGY	1013065	CCBC ROANOKE College Park GA	1013065	CCBC ROANOKE College Park GA	MISSING	0	N/A	0
129089	20ZPTX24 GLAC VW ESNTL	9164	Production CONSOLIDATED College Park GA	1014435	CHATTANOOGA CONSOLIDATED College Park GA	MISSING	0	N/A	0
129090	20ZPTX24 GLAC VW PWR C	1013065	CCBC ROANOKE College Park GA	1013065	CCBC ROANOKE College Park GA	MISSING	0	N/A	0
129093	20ZPTX24 GLAC VW REVIVE	9164	Production College Park GA	1014435	CHATTANOOGA College Park GA	MISSING	0	N/A	0
129095	20ZPTX24 GLAC VW REVIVE	1013065	Production College Park GA	1013065	CHATTANOOGA College Park GA	MISSING	0	N/A	0
129097	20ZPTX24 GLAC VW XXX	9164	Production CONSOLIDATED College Park GA	1014435	CHATTANOOGA CONSOLIDATED College Park GA	MISSING	0	N/A	0
129252	1LPTX12 GLAC SMTWTR	1013065	CCBC ROANOKE CONSOLIDATED College Park GA	1013065	CCBC ROANOKE CONSOLIDATED College Park GA	MISSING	0	N/A	0
129253	1.5LPTX12 GLAC SMTWTR	1013065	CCBC ROANOKE CONSOLIDATED College Park GA	1013065	CCBC ROANOKE CONSOLIDATED College Park GA	MISSING	0	N/A	0
129254	20ZPTX24 GLAC SMTWTR 32ZPTX15 GLAC VW	9164	CCBC ROANOKE College Park GA	9164	CCBC ROANOKE College Park GA	R	60	N/A	3x3 PALLETS
129257	32ZPTX15 GLAC VW PWR C	1013065	Production College Park GA	1013065	CHATTANOOGA College Park GA	MISSING	0	N/A	0
129258	20ZPET 12P GLAC VITWTR VARIETY PK	9164	Production College Park GA	9164	Production College Park GA	R	102	N/A	3x3 PALLETS
129274	20ZPTX24 PA SBRY LMNAD	1014435	CHATTANOOGA UNITED College Park GA	1014435	CHATTANOOGA UNITED College Park GA	MISSING	0	N/A	0
129294	32ZPTX15 PA SBRY LMNAD	1014435	CHATTANOOGA UNITED College Park GA	1014435	CHATTANOOGA UNITED College Park GA	MISSING	0	N/A	0
129295	13.5ZPET X12 COCA-COLA	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
129308		0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
130466	32ZPTX15 PA ZRO SBRY	1014435	CHATTANOOGA UNITED College Park GA	1014435	CHATTANOOGA UNITED College Park GA	MISSING	0	N/A	0
130467	32ZPTX15 PA ZRO GRP 32ZPTX15 PA ZRO MXD	1014435	CHATTANOOGA UNITED College Park GA	1014435	CHATTANOOGA UNITED College Park GA	MISSING	0	N/A	0
130468	BRY	1014435	CHATTANOOGA UNITED College Park GA	1014435	CHATTANOOGA UNITED College Park GA	MISSING	0	N/A	0
130470	20ZPT3X8P PA ZRO GRP 20ZPT3X8P PA ZRO MXD	1013065	CHATTANOOGA UNITED College Park GA	1013065	CHATTANOOGA UNITED College Park GA	MISSING	0	N/A	0
130471	BRY	1014435	CHATTANOOGA Cleveland TN Production 2 College Park GA	1014435	CHATTANOOGA Cleveland TN Production College Park GA	MISSING	0	N/A	0
130493	16ZCNX24 NOS GRP	9193	Production 2 College Park GA	9191	Production College Park GA	R	60	N/A	3x3 PALLETS
130629	32ZPTX15 GLAC VW XXX 700MLPTX24 GLAC	1013065	Production CONSOLIDATED College Park GA	1013065	CHATTANOOGA CONSOLIDATED College Park GA	MISSING	0	N/A	0
132296	SMTWTR	1013065	CCBC ROANOKE College Park GA	1013065	CCBC ROANOKE College Park GA	MISSING	0	N/A	0
132394	16ZPTX24 DT COKE	9164	Production College Park GA	9164	Production College Park GA	R	56	N/A	3x3 PALLETS
132398	16ZPTX24 COCA-COLA	9164	Production College Park GA	9164	Production College Park GA	R	56	N/A	3x3 PALLETS
132399	16ZPTX24 COCA-COLA ZRO	9164	Production College Park GA	9164	Production College Park GA	R	56	N/A	3x3 PALLETS
132400	16ZPTX24 SPRITE	9164	Production College Park GA	9164	Production College Park GA	R	56	N/A	3x3 PALLETS

132528	2LPTSX8 CF DT COKE	9163	CONSOLIDATED CCBC ROANOKE Marietta GA	9163	CONSOLIDATED CCBC ROANOKE Marietta GA	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132529	2LPTSX8 CHRY COKE	9163	Production	9163	Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132530	2LPTSX8 COCA-COLA	9163	CONSOLIDATED CCBC ROANOKE	9163	CONSOLIDATED CCBC ROANOKE	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132531	2LPTSX8 COCA-COLA ZRO	9163	CONSOLIDATED CCBC ROANOKE	9163	CONSOLIDATED CCBC ROANOKE	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132532	2LPTSX8 DT COKE	9163	CONSOLIDATED CCBC ROANOKE	9163	CONSOLIDATED CCBC ROANOKE	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132539	2LPTSX8 SPRITE ZRO	9163	CONSOLIDATED CCBC ROANOKE	9163	CONSOLIDATED CCBC ROANOKE	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132540	2LPTSX8 SPRITE	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132541	2LPTSX8 BQ RTBEER	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132542	2LPTSX8 FA GRP	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132543	2LPTSX8 FA ORNG	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132545	2LPTSX8 FRESCA	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132546	2LPTSX8 MELLO YELLO	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132551	2LPTSX8 MM LMNAD 2.5GBIBX1 GP PREM	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132766	UNSWT T	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
132858	16.9ZPTX12 HA ORGANIC ORNG	9164	College Park GA Production	1422@CCNA	BENDER GROUP	#N/A	#N/A	#N/A	#N/A
132859	16.9ZPTX12 HA ORGANIC POM B	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
132861	16.9ZPTX12 HT ORGANIC HNY G	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133102	16ZCNX24 MNSTR KHAOS ENGY	1013065	College Park GA Production	1013065	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
133108	16ZCN6X4P MNSTR LO CARB ENG	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133109	16ZCN6X4P MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133129	16ZCNX24 MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133131	16ZCNX24 MNSTR LO CARB ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133132	16ZCNX24 MNSTR ASSAULT ENGY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
133133	16ZCAN X24 MONSTER M 80 ENGY + JUICE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
133145	24ZCNX12 MEGA MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133147	24ZCNX12 MEGA MNSTR LO CARB	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133153	16ZCN6X4P MNSTR KHAOS ENGY	1013065	College Park GA Production	1013065	HANSEN BEVERAGE COMPANY	#N/A	#N/A	#N/A	#N/A
134837	32ZPTX15 PA ZRO ORNG	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
134838	32ZPTX15 PA ZRO LMN LIM	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
134846	355MLNRG 24P FTA ORANGE MEX	9164	College Park GA Production	1188878	MEXICAN COKE	MISSING	0	N/A	0
134923	15ZCNX12 JAVA MNSTR IRISH	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
134926	15ZCNX12 JAVA MNSTR MEAN BE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
134929	15ZCNX12 JAVA MNSTR LOCA MO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135239	1LPT2X6P GLAC SMTWTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135245	7.5ZCN3X8P COCA-COLA	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135246	7.5ZCN3X8P COCA-COLA ZRO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135247	7.5ZCN3X8P DT COKE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135248	7.5ZCN3X8P SPRITE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135249	500MLPT4X6P GP SWT BLK T	9164	College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
135251	16ZCNX12 FULL THR RED BRY	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	3x3 PALLETS
135279	7.5ZCN3X8P FA ORNG	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS

135333	18.5ZPTX12 GP SWT BLK T	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
135334	18.5ZPTX12 GP DT T	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
135335	18.5ZPTX12 GP LMN SWT T	1013065	CONSOLIDATED CCBC ROANOKE College Park GA Production	1013065	CONSOLIDATED CCBC ROANOKE UNited	MISSING	0	N/A	0
135336	18.5ZPTX12 GP GRNT	9164	College Park GA Production	1014435	CHATTANOOGA UNited	MISSING	0	N/A	0
135337	18.5ZPTX12 GP UNSWT BLK T	9164	College Park GA Production Cleveland TN	1014435	CHATTANOOGA Sandston VA Production	MISSING	0	N/A	0
135450	12ZPT3X8P DAS	9193	Production 2	8042	Production	R	72	N/A	3x3 PALLETS
135478	10.1ZPTX12 TUM YUM ORNG-ARI	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
135479	10.1ZPTX12 TUM YUM VERY BRY	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
135481	10.1ZPTX12 TUM YUM GRNST AP	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	1013065	CONSOLIDATED CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
135482	10.1ZPTX12 TUM YUM SOURSTNL	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0

Classified - Confidential

MATNR	SKU List	Current Source Point	Johnson City		Current Production Source		Current Production Source Versioning		
			Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEEMPTY - Current Prod Source
135565	16ZCNX24 FULL THR BLU AG	9193	Cleveland TN Production 2 UNITED	9191	Cleveland TN Production UNITED	R	60	N/A	3x3 PALLETS
135573	32ZPTX15 PA WHT CHRY 10.1ZPTX12 TUM YUM	1014435	CHATTANOOGA CONSOLIDATED	1014435	CHATTANOOGA CONSOLIDATED	MISSING	0	N/A	0
135589	FRTABULS	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
136106	20ZPTX24 GLAC VWZ XXX	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
136107	20ZPTX24 GLAC VWZ SQZD	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
136108	20ZPTX24 GLAC VWZ RISE	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
136109	20ZPTX24 GLAC VWZ GO GO 16ZCNX12 NOS LOADED	1013065	CCBC ROANOKE Cleveland TN Production 2	1013065	CCBC ROANOKE Portland IN Production	MISSING	0	N/A	0
136494	CHRY EN	9193	CONSOLIDATED	7830	CONSOLIDATED	R	160	N/A	40X48 PALLETS RED TIP
136525	16.9ZPTX12 HT ORGANIC HLF T	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
136793	16ZCN2X10P MNSTR ENGY 16ZCN2X10P MNSTR LO	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
136794	CARB EN	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
137072	1.25LPTSX12 COCA-COLA	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	SHELLS 1LT 12 POCKET	0
137073	1.25LPTSX12 DT COKE	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	SHELLS 1LT 12 POCKET	0
137074	1.25LPTSX12 COCA-COLA ZRO	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	SHELLS 1LT 12 POCKET	0
137075	1.25LPTSX12 SPRITE	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	SHELLS 1LT 12 POCKET	0
137076	1.25LPTSX12 FA ORNG 16ZCN6X4P MNSTR ENGY	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	SHELLS 1LT 12 POCKET	0
137113	ABS ZR	1013065	CCBC ROANOKE	1013065	CCBC ROANOKE	MISSING	0	N/A	0
137325	2ZPTX12 WORX ENGY EX STR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
137400	16ZCNX24 MNSTR ENGY ABS ZRO	1013065	CONSOLIDATED	1013065	CONSOLIDATED	MISSING	0	N/A	0
137699	15ZCNX12 JAVA MNSTR VAN LT	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
137700	15ZCNX12 JAVA MNSTR KONA BL	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
137763	32ZPTX15 PA ZRO FRT PNCH	1014435	CHATTANOOGA College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
137765	20ZPTX24 GLAC VWZ GLOW 20ZPT3X8P PA ZRO FRT	9164	Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
137799	PNCH	1014435	CHATTANOOGA CONSOLIDATED	1014435	CHATTANOOGA CONSOLIDATED	MISSING	0	N/A	0
137830	16.9ZPTX12 FUZE SLNDRZ CRNB	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
137831	16.9ZPTX12 FUZE SLNDRZ SBRY	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
137832	16.9ZPTX12 FUZE SLNDRZ BLUB	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
137833	16.9ZPTX12 FUZE SLNDRZ TRPC	1013065	CCBC ROANOKE	1013065	CCBC ROANOKE	MISSING	0	N/A	0
137834	16.9ZPTX12 FUZE SLNDRZ POM	9164	College Park GA Production	1014435	NORTH AMERICA	MISSING	0	N/A	0
137836	16.9ZPTX12 FUZE PCH MNGO	1013065	CCBC ROANOKE CONSOLIDATED	1013065	CCBC ROANOKE CONSOLIDATED	MISSING	0	N/A	0
137837	16.9ZPTX12 FUZE BAN COL 16ZCNX12 NOS CHARGED	1013065	CCBC ROANOKE Cleveland TN Production 2	1013065	CCBC ROANOKE Cleveland TN Production	MISSING	0	N/A	0
137869	CTRS	9193	Production 2	9191	Production	R	108	N/A	3x3 PALLETS
137910	16ZPTX24 CHRY COKE	9164	College Park GA Production	9164	College Park GA Production	R	56	N/A	3x3 PALLETS
138036	15.5ZCNX24 MNSTR REHAB T LM	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	R	70	N/A	3x3 PALLETS
138037	15.5ZCN6X4P MNSTR REHAB T L	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138045	5ZNRX24 MNSTR ENGY M3 SPR C	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138303	20ZPET 12P GLAC VITWTR ZERO VARIETY PK	9164	College Park GA Production	9164	College Park GA Production	R	102	N/A	3x3 PALLETS



138319	23ZCNX12 MNSTR REHAB T LMNA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138320	24ZCNX12 MNSTR ENGY ABS ZRO	1013065	College Park GA Production	1013065	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138563	15.5ZCNX24 MNSTR REHB GRNT	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138564	15.5ZCNX24 MNSTR REHB ROJO	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138582	15.5ZCN6X4P MNSTR REHB ROJO	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
142716	16.9ZPT4X6P GLAC VW XXX	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142717	16.9ZPT4X6P GLAC VW PWR C	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142718	16.9ZPT4X6P GLAC VW REVIVE	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142719	16.9ZPT4X6P GLAC VWZ XXX	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142720	16.9ZPT4X6P GLAC VWZ SQZD	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142721	16.9ZPT4X6P GLAC VWZ RISE	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
143857	15.5ZCN2X10P MNSTR REHAB T	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
143893	16.9ZPTX12 HT ORGANIC NOT T	1013065	College Park GA Production	1013065	BENDER GROUP	MISSING	0	N/A	0
143900	16ZCN2X10P MNSTR ENGY ABS Z	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
143911	16.9ZNRX12 MNSTR ENGY UBERM	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
143932	18.5ZPTX12 GP LMNAD T	9164	CONSOLIDATED CCBC ROANOKE Cleveland TN	9164	CONSOLIDATED CCBC ROANOKE	R	72	N/A	3x3 PALLETS
144088	16ZCAN X24 FANTA ORANGE	9193	Production 2 Cleveland TN	9193	#N/A	R	60	N/A	3x3 PALLETS
144089	16ZCNX24 SPRITE	9193	Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
144163	15.5ZCNX24 MNSTR REHB ORNGA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
144169	12ZPT2X12P PA MTN BRY BLST	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
144170	12ZPT2X12P PA FRT PNCH	1014435	CHATTANOOGA	1014435	CHATTANOOGA	MISSING	0	N/A	0
144171	450MLPTX24 MM SBRY PSN JTG	1014435	College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
144172	450MLPTX24 MM JTG FRT PNCH	9164	College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
144207	1.26LBCSTRX8 PA FRT PNCH	1014435	Production	1014435	CHATTANOOGA	MISSING	0	N/A	0
144208	1.22LBCSTRX8 PA MTN BRY BLS	1014435	College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
144651	14ZPTX12 ZICO NTRAL CCNT WT	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
144652	11LTRAX12 ZICO NTRAL CCNT WT	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
144653	11.2ZTRAX12 ZICO NTRAL CCNT	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
144659	14ZPTX12 ZICO CHOC	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
144675	2.5GBIB X1 FUZE TEA RASB (5.50+1)	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
144828	11.5ZPTX12 CORE PWR CHOC LT	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
144829	11.5ZPTX12 CORE PWR SBRY BA	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0

FAIR OAKS									
144830	11.5ZPTX12 CORE PWR CHOC 26	9164	College Park GA Production	1192376	FARMS BRANDS INC	MISSING	0	N/A	0
144831	11.5ZPTX12 CORE PWR VAN 26G	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
144866	20ZPTX24 FUZE ICE T LMN	9164	College Park GA Production	9082	Orlando FL Production	R	48	N/A	3x3 PALLETS
144868	20ZPTX24 FUZE ICE T SBRY RE	9164	College Park GA Production	9082	Orlando FL Production	R	48	N/A	3x3 PALLETS
144873	1.9ZPTX6 DAS DRPS SBRY KIWI	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
144874	1.9ZPTX6 DAS DRPS PNK LMNAD	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
144875	1.9ZPTX6 DAS DRPS PAPL CCNT	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
144876	1.9ZPTX6 DAS DRPS MXD BRY	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
145098	500MLPT4X6P GLAC SMTWTR	9164	College Park GA Production	1014435	TAMPA, FL PC SMARTWATER	MISSING	0	0	0
145104	16ZCNX24 MNSTR ENGY DUB BLR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145105	16ZCNX24 MNSTR ZRO ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145106	15ZCNX12 JAVA MNSTR KONA CA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145126	12ZCNX12 MNSTR ENGY EX STR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145127	12ZCNX12 MNSTR ENGY EX STR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145128	12ZCNX12 MNSTR ENGY EX STR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145158	2LPTSX8 FUZE ICE T LMN	9163	College Park GA Production	9163	Marietta GA Production	R	40	N/A	3x3 PALLETS
145159	2LPTSX8 FUZE ICE T SBRY RED	1013065	College Park GA Production	1013065	New Orleans LA Production	#N/A	#N/A	#N/A	#N/A
145160	12ZCN2X12P FUZE ICE T LMN F	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145170	12ZCN2X12P FUZE ICE T SBRY	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145171	12ZCN2X12P FUZE HLF T HLF L	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145188	20ZPTX24 GLAC VWZ PWR C	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145206	20ZPTX24 GLAC VWZ REVIVE	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145235	355MLNR4X6P COCA-COLA MX	9164	College Park GA Production	1188878	MEXICAN COKE	MISSING	0	N/A	0

Classified - Confidential

MATNR	SKU List	Current Source Point	Johnson City		Current Production Source Versioning				pallet type - Current Prod Source
			Current Production Source		PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEDEMPTY - Current Prod Source		
			Current Source Point Desc	Current Production Location					
145277	16ZCNX24 DT COKE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
145281	16ZCNX24 MNSTR ENGY DUB MAD	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145309	1LTRAX12 ZICO CHOC	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC HANSEN	MISSING	0	N/A	0
145388	16ZCN6X4P MNSTR ZRO ULTRA	9164	College Park GA Production	1160923	BEVERAGE COMPANY UNITED	MISSING	0	N/A	0
145482	12ZPT2X12P PA ZRO MXD BRY	1014435	CHATTANOOGA College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
145491	12ZPT3X8P GLAC VW ESNTL	9164	College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
145493	12ZPT3X8P GLAC VW XXX	9164	College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
145496	12ZPT3X8P GLAC VW SQZD	9164	College Park GA Production	1014435	CHATTANOOGA HANSEN	MISSING	0	N/A	0
145841	16ZCN2X10P MNSTR ZRO ULTRA	9164	College Park GA Production	1160923	BEVERAGE COMPANY HANSEN	MISSING	0	N/A	0
145842	8ZCN2X12P MNSTR ZRO ULTRA F	9164	College Park GA Production	1160923	BEVERAGE COMPANY UNITED	MISSING	0	N/A	0
145909	20ZPTX24 GLAC VW SQZD	9164	College Park GA Production	1014435	CHATTANOOGA	MISSING	0	N/A	0
145911	16.9ZPTX12 GLAC FW WTRMLN P	9106	College Park GA Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145913	16.9ZPTX12 GLAC FW BLK RBRY	9106	College Park GA Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145915	16.9ZPTX12 GLAC FW LMN LIM	9106	Montgomery AL Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145917	16.9ZPTX12 GLAC FW ORNG MNG	9106	College Park GA Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145919	16.9ZPTX12 GLAC FW SBRYKIWI	9106	College Park GA Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145929	15.5ZCNX24 MNSTR REHAB PNK	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
145930	14ZPTX12 ZICO PAPL CCNT WTR	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC CONSOLIDATED	MISSING	0	N/A	0
145932	12ZCN4X6P FULL THR	1013065	College Park GA Production	1013065	CCBC CHARLOTTE HANSEN	MISSING	0	N/A	0
145962	7.5ZCN2X12P MNSTR REHAB TL	1013065	College Park GA Production	1013065	BEVERAGE COMPANY HANSEN	#N/A	#N/A	#N/A	#N/A
145963	8ZCN2X12P MNSTR LO CARB ENG	1013065	College Park GA Production	1013065	BEVERAGE COMPANY HANSEN	#N/A	#N/A	#N/A	#N/A
145964	8ZCN2X12P MNSTR ENGY FP	1013065	College Park GA Production	1013065	BEVERAGE COMPANY	MISSING	0	N/A	0
145965	8ZCN2X12P MNSTR ENGY ABS ZR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
145967	3ZPTX15 PA MLN	1014435	CHATTANOOGA College Park GA Production	1014435	CHATTANOOGA Indianapolis IN Production	MISSING	0	N/A	0
145984	1.9ZPTX6 DAS DRPS CHRY POM	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
145985	1.9ZPTX6 DAS DRPS GRP	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
145996	12ZCN4X6P NOS ENGY	1013065	College Park GA Production	1013065	CONSOLIDATED CCBC	MISSING	0	N/A	0
145998	16ZCNX12 NOS ZRO	9193	Cleveland TN Production 2	9191	CHARLOTTE Cleveland TN Production	R	108	N/A	3x3 PALLETS
146042	2LPTSX8 SG GALE	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
146125	12ZCN2X12P SG GALE FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146287	3ZPTX6 PA ZRO DRPS MTN BRY	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
146288	3ZPTX6 PA ZRO DRPS FRT PNCH	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
146289	3ZPTX6 PA ZRO DRPS ORNG	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
146300	16ZCNX24 MNSTR ENGY ULTRA B	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
146301	15ZCNX12 MUSCLE MNSTR COF S	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0

146302	15ZCNX12 MNSTR MUSCLE CHOC	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146303	15ZCNX12 MNSTR MUSCLE VAN W	9164	CONSOLIDATED CCBC ROANOKE	9164	CONSOLIDATED CCBC ROANOKE	R	133	N/A	3x3 PALLETS
146533	12ZCN2X12P COCA-COLA ZRO CF	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
146536	2LPTSX8 COCA-COLA ZRO CF	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
146676	11.5ZPTX12 CORE PWR BAN 26G	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
146717	12ZCAN SLK 4X6P PB DT COKE PR1	9164	College Park GA Production	9164	College Park GA Production	R	91	N/A	3x3 PALLETS
146770	16ZCN6X4P MNSTR ENGY ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146771	16ZCNX24 MNSTR ENGY ULTRA R	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146858	16ZCNX24 COCA-COLA CHILL P1	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
146886	15.5ZCN6X4P MNSTR REHAB PNK	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146937	15ZCNX12 MNSTR MUSCLE STBY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146980	16ZCAN X24 COCA-COLA ZERO	9193	Cleveland TN Production 2	9193	#N/A	R	60	N/A	3x3 PALLETS
100283	12ZCN4X6P CF DT COKE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
100304	12ZCN4X6P FA ORNG	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
100725	12ZCN24P CF DT COKE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
100733	12ZCN24P MELLO YELLO	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
101998	1LPTX12 SPRITE	9106	Montgomery AL Production	9106	Montgomery AL Production	R	48	N/A	3x3 PALLETS
102748	20ZPTX24 BQ RTBEER	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
102751	20ZPTX24 PA LMN LIM	1014435	CHATTANOOGA Cleveland TN Production 2	1014435	CHATTANOOGA Cleveland TN Production	MISSING	0	N/A	0
102759	20ZPTX24 CHRY COKE	9193	Marietta GA Production	9191	Marietta GA Production	R	42	N/A	3x3 PALLETS
102879	10ZNR 4X6P SEAG TONIC	9163	Marietta GA Production	9163	Marietta GA Production	R	64	N/A	3x3 PALLETS
102881	10ZNR 4X6P SEAG CLUB SODA	9163	Marietta GA Production	9163	Marietta GA Production	R	64	N/A	3x3 PALLETS
102979	1LPTX12 DT COKE	9106	Montgomery AL Production	9106	Montgomery AL Production	R	48	N/A	3x3 PALLETS
103173	8ZNR4X6P DT COKE	9163	Marietta GA Production	9163	Marietta GA Production	R	54	N/A	3x3 PALLETS
103174	8ZNR4X6P SPRITE	9163	Marietta GA Production	9163	Marietta GA Production	R	54	N/A	3x3 PALLETS
103331	1LPTX12 SG CLB SODA	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
103332	1LPTX12 SG TONIC	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
103370	1.5LPTX12 EVIAN MNRL WTR	1013065	College Park GA Production	1013065	DANONE AMERICA INC	#N/A	#N/A	#N/A	#N/A
103410	330MLPT4X6P EVIAN MNRL WTR	1013065	College Park GA Production	1013065	DANONE AMERICA INC	#N/A	#N/A	#N/A	#N/A
103503	1LPTX12 COCA-COLA	9106	Montgomery AL Production	9106	Montgomery AL Production	R	48	N/A	3x3 PALLETS
103936	5GBIBX1 COCA-COLA	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103938	5GBIBX1 DT COKE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103944	5GBIBX1 SPRITE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104135	2.5GBIB X1 PADE FRUIT PUNCH	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
113146	2.5GBIB X1 MM ORC BST PINAPPLE	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
115313	20ZPTX24 FA GRP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
116663	20ZPTX24 PIBB XTRA	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
117577	12ZCN2X12P TAB FP	9164	CONSOLIDATED CCBC CHARLOTTE	9164	CONSOLIDATED CCBC CHARLOTTE	R	104	N/A	3x3 PALLETS
119256	12ZCN20P FA ORNG	9164	College Park GA Production	9164	College Park GA Production	R	96	N/A	3x3 PALLETS

121039	20ZPTX24 DAS LMN	9164	College Park GA Production	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
121939	20ZPTX24 DAS SBRY	9164	College Park GA Production	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
122360	355MLNRG X24 CLASSIC MEX COKE	9164	College Park GA Production	9164	College Park GA Production	R	60	N/A	CHEP PALLETS (BLUE)
123292	20ZPTX24 PA GRP	1014435	CHATTANOOGA Montgomery AL	1014435	CHATTANOOGA Montgomery AL	MISSING	0	N/A	0
125492	20ZPTX24 COKE CHRY ZRO	9106	Production UNITED	9106	Production UNITED	R	42	N/A	3x3 PALLETS
125681	20ZPT3X8P PA LMN LIM	1014435	CHATTANOOGA College Park GA	1014435	CHATTANOOGA College Park GA	MISSING	0	N/A	0
126582	355MLNRG X24 FTA ORANGE MEX	9164	Production College Park GA	9164	Production College Park GA	R	60	N/A	3x3 PALLETS
128401	12ZCN24P SPRITE ZRO SC	9164	Production CONSOLIDATED	9164	Production CONSOLIDATED	R	104	N/A	3x3 PALLETS
132527	2LPXSX8 CF COCA-COLA	9163	CCBC ROANOKE Marietta GA	9163	CCBC ROANOKE Marietta GA	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132544	2LPETS X8 MG FANTA STRWBRY	9163	Production Marietta GA	9163	Production Marietta GA	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132547	2LPETSX8 PIBB XTRA	9163	Production	9163	Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132838	2.5GBIBX1 GP SOUTHERN STYLE	1013100	Knoxville TN Sales CONSOLIDATED	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
132862	16.9ZPTX12 HT ORGANIC PCH W	1013065	CCBC ROANOKE Cleveland TN	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
134166	12ZPT3X8P SPRITE ZRO	9193	Production 2 College Park GA	9191	Production College Park GA	R	72	N/A	3x3 PALLETS
134848	20ZPTX24 FA ORNG ZRO	9106	Production Cleveland TN	9106	Production Cleveland TN	R	42	N/A	3x3 PALLETS
135287	7.5ZCN3X8P SPRITE ZRO	9193	Production 2 Cleveland TN	9191	Production Cleveland TN	R	120	N/A	3x3 PALLETS
137863	12ZCN2X12P MELLO YELLO ZRO	9191	Production College Park GA	9191	Production College Park GA	R	104	N/A	3x3 PALLETS
137896	20ZPTX24 MELLO YELLO ZRO	9164	Production	9164	Production	R	42	0	3x3 PALLETS

Classified - Confidential

MATNR	SKU List	Current Source Point		Johnson City Current Production Source		Current Production Source Versioning			pallet type - Current Prod Source
		Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEEMPTY - Current Prod Source	
144630	1LPTX12 FUZE ICE T LMN	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
144632	1LPTX12 FUZE HLF T HLF LMNA	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
144633	1LPTX12 FUZE BRY PNCH	1013065	College Park GA Production	1013065	Tampa FL Production	#N/A	#N/A	#N/A	#N/A
144634	1LPTX12 FUZE SBRY LMNAD	1013065	College Park GA Production	1013065	Tampa FL Production	#N/A	#N/A	#N/A	#N/A
145161	12ZCN2X12P FUZE ICE T DT LM	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145483	12ZPT2X12P PA ORNG	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
145484	12ZPT2X12P PA GRP	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
145822	2LPTSX8 MM PCH	9163	Marietta GA Production	9163	Marietta GA Production	#N/A	#N/A	#N/A	#N/A
146045	1LPTX12 SG GALE	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
146048	20ZPET X24 SEAG GINGER ALE	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
146128	7.5ZCN3X8P SG GALE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
146336	16ZCNX24 MELLO YELLO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
146727	12ZCN4X6P COCA-COLA PB	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
146728	12ZCN4X6P DT COKE PB	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146729	12ZCN4X6P COCA-COLA ZRO PB	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146730	12ZCN4X6P SPRITE PB	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
146731	12ZCN4X6P FA ORNG PB	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146960	15.2ZPTX24 MM TRPCL BLND	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
146962	15.2ZPTX24 MM BRY BLND NEC	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
147038	19.2ZCAN X24 SPRITE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS
147080	19.2ZCNX24 COCA-COLA	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS
147198	18.6ZCNX12 MNSTR ENGY IMPOR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
0	0	0	0	0	0	#N/A	#N/A	#N/A	#N/A
102079	500MLPTS4X6P COCA- COLA	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS .5L/355ML/12OZPET	0
102080	500MLPTS4X6P SPRITE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS .5L/355ML/12OZPET	0
102603	20ZPTSX24 COCA-COLA	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 16/20/24/600ML	0
102656	20ZPTSX24 MELLO YELLO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 16/20/24/600ML	0
103408	500MLPTX24 EVIAN MNRL WTR	1013065	College Park GA Production	1013065	WATERS OF AMERICA INC	#N/A	#N/A	#N/A	#N/A
103887	2.5GBIBX1 DT COKE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103888	2.5GBIBX1 CHRY COKE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103889	2.5GBIBX1 SPRITE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104134	2.5GBIBX1 CF DT COKE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
116832	24ZPT4X6P DAS	9164	College Park GA Production	7921	Eagan MN Production	R	36	N/A	3x3 PALLETS
118838	24Z X1 TUMBLER ER	1013065	ENTERPRISES INC	1013065	ENTERPRISES INC	#N/A	#N/A	#N/A	#N/A
119790	20ZPTSX24 SPRITE ZRO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 16/20/24/600ML	0
121146	12ZCN32P COCA-COLA	9164	College Park GA Production	9164	College Park GA Production	R	80	N/A	CHEP PALLETS (BLUE)
121147	12ZCN32P DT COKE	9164	College Park GA Production	9164	College Park GA Production	R	80	N/A	CHEP PALLETS (BLUE)
121149	12ZCN32P SPRITE	9164	College Park GA Production	9164	College Park GA Production	R	80	N/A	CHEP PALLETS (BLUE)
121751	20ZPTSX24 COCA-COLA ZRO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 16/20/24/600ML	0

137324	2ZPTX12 WORX ENGY ORIG	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146622	16ZCN24P NOS ENGY	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
102081	500MLPTS4X6P DT COKE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	.5L/355ML/12OZPET SHELLS	0
102142	500MLPTS4X6P CF DT COKE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	.5L/355ML/12OZPET SHELLS	0
104153	2.5GBIBX1 HI-C ORNG	1013100	Knoxville TN Sales CONSOLIDATED CCBC	1013100	ATLANTA SYRUP PLANT CONSOLIDATED CCBC	MISSING	0	N/A	0
113098	500MLPTS4X6P DAS 12ZCN20P MELLO	1013065	CHARLOTTE Cleveland TN	1013065	CHARLOTTE Cleveland TN	MISSING	0	.5L/355ML/12OZPET SHELLS	0
114025	YELLO	9191	Production	9191	Production	R	96	N/A	3x3 PALLETS
114049	12ZCN4X6P VRTY PK CARB	NSA	NO SOURCING AVAILABLE CONSOLIDATED CCBC	NSA	NO SOURCING AVAILABLE CONSOLIDATED CCBC	#N/A	#N/A	#N/A	#N/A
112309	20ZPTSX24 DAS 8ZNR24P COCA-COLA CLB	1013065	CHARLOTTE Marietta GA Production	1013065	CHARLOTTE Marietta GA Production	MISSING	0	16/20/24/600ML SHELLS	0
116485	500MLPTS4X6P SPRITE ZRO	9163	CONSOLIDATED CCBC ROANOKE	9163	CONSOLIDATED CCBC ROANOKE	R	54	N/A	3x3 PALLETS
120443	12ZPTS3X8P COCA- COLA	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	.5L/355ML/12OZPET SHELLS	0
125596	12ZPTS3X8P DT COKE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	.5L/355ML/12OZPET SHELLS	0
125598	12ZPTS3X8P DT COKE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	.5L/355ML/12OZPET SHELLS	0
126534	12ZPTS3X8P SPRITE 12ZCN32P COCA-COLA ZRO	1013065	CONSOLIDATED College Park GA Production	1013065	CONSOLIDATED College Park GA Production	MISSING	0	.5L/355ML/12OZPET SHELLS	0
126813	12ZPTS3X8P SPRITE 12ZCN32P COCA-COLA ZRO	9164	College Park GA Production GET ENTERPRISES INC	9164	College Park GA Production GET ENTERPRISES INC	R	80	N/A	CHEP PALLETS (BLUE)
118841	24Z X1 TUMBLER CR 12ZPTS3X8P CF DT COKE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	#N/A	#N/A	#N/A SHELLS	#N/A
126528	12ZPTS3X8P COCA- COLA ZRO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	.5L/355ML/12OZPET SHELLS	0
125602	12ZPTS3X8P COCA- COLA ZRO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	.5L/355ML/12OZPET SHELLS	0
133259	12ZPT24P COCA-COLA 2LPTSX8 COKE CHRY ZRO	9193	Cleveland TN Production 2 Marietta GA Production	9191	Cleveland TN Production Marietta GA Production	R	60	N/A	3x3 PALLETS
134212	12ZPT24P COCA-COLA 2LPTSX8 COKE CHRY ZRO	9163	(MILESBERG) WATER PLANT Cleveland TN Production 2	9163	(MILESBERG) WATER PLANT Cleveland TN Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134386	500MLPT32P DAS	1014435	College Park GA Production	1014435	CHATTANOOGA Cleveland TN Production	MISSING	0	N/A	0
134979	2LPT2X4P DT COKE	9193	Production 2	9191	Production	R	40	N/A	CHEP PALLETS (BLUE)
135250	500MLPT4X6P GP DT T	9164	Production	1014435	UNITED	MISSING	0	N/A	0
134978	2LPT2X4P COCA-COLA 20ZPTX24 GLAC VW	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	40	N/A	CHEP PALLETS (BLUE)
129096	VITAL-T	7660	New Orleans LA Production	NSA	NO SOURCING AVAILABLE	#N/A	#N/A	#N/A	#N/A
136105	2LPT2X4P SPRITE 500MLPT4X6P MELLO YELLO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	40	N/A	CHEP PALLETS (BLUE)
144864	500MLPT4X6P MELLO YELLO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	56	N/A	3x3 PALLETS CHEP PALLETS
138204	500MLPT24P DAS MP	9164	College Park GA Production	9281	Jacksonville FL Production	R	60	N/A	CHEP PALLETS (BLUE)
146295	23ZCNX12 PEACE T CADDY SHAC	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146772	15ZCN6X4P MNSTR MUSCLE CHOC	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146773	15ZCN6X4P MNSTR MUSCLE VAN	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147003	3ZPTX6 GLAC VW ZRO DRPS RIS	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
146294	23ZCNX12 PEACE T SWT LMN T	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	R	102	N/A	3x3 PALLETS
146297	23ZCNX12 PEACE T RAZZLEBRY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	R	102	N/A	3x3 PALLETS
146296	23ZCNX12 PEACE T GRNT	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146817	64ZPTX8 GP SWT BLK T 16ZCNX12 NOS	9164	College Park GA Production	1014435	NORTHAMPTON THERMAL PLANT	#N/A	#N/A	#N/A	#N/A
146871	CHARGED CTRS Z	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	3x3 PALLETS

147004	3ZPTX6 GLAC VW ZRO DRPS SQZ	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
147099	12ZCN2X12P DAS SPKLG LIM FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
147101	12ZCN2X12P DAS SPKLG BRY FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
147103	12ZCN2X12P DAS SPKLG LMN FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
147161	19.2ZCNX24 SPRITE 6 MIX	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
147186	20ZPTX24 GLAC VWZ FOCUS	9164	College Park GA Production	1014435	CHATTANOOGA UNITED	R	54	N/A	3x3 PALLETS
147201	32ZPTX15 PA TRPCL MNGO	1014435	CHATTANOOGA	1014435	CHATTANOOGA HANSEN	MISSING	0	N/A	0
147293	23ZCNX12 PEACE T GA PCH	9164	College Park GA Production	1160923	BEVERAGE COMPANY	R	102	N/A	3x3 PALLETS
147294	23ZCNX12 PEACE T TX STYL SW	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	R	102	N/A	3x3 PALLETS
147310	16ZCN6X4P MNSTR ENGY ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	#N/A	#N/A	#N/A	#N/A
147313	11.5ZCNX12 GLAC VW ENGY SBR	9164	College Park GA Production	1014435	AZPACK Canning Company	R	182	N/A	3x3 PALLETS
147322	24ZCNX12 MNSTR ZRO ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	R	102	N/A	3x3 PALLETS
146797	15ZCN6X4P MNSTR MUSCLE PNT	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	R	70	N/A	3x3 PALLETS
147002	3ZPTX6 GLAC VW ZRO DRPS XXX	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
147005	3ZPTX6 GLAC VW ZRO DRPS REV	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
147097	1.9ZPTX6 MM DRP FRT PNCH	9164	College Park GA Production	1425@CCNA	CELMARK INTERNATIONAL	R	400	N/A	3x3 PALLETS

Classified - Confidential



MATNR	SKU List	Johnson City							
		Current Source Point		Current Production Source		Current Production Source Versioning			
		Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEEMPTY - Current Prod Source	pallet type - Current Prod Source
147098	1.9ZPTX6 MM DRPS MNGO TRPCL	9164	College Park GA Production	1425@CCNA	CELMARK INTERNATIONAL	R	400	N/A	3x3 PALLETS
147105	12ZCN2X12P DAS SPKLG APL FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
147157	20ZPTX24 SPRITE 6 MIX	9164	College Park GA Production	9164	College Park GA Production	R	42	0	3x3 PALLETS
147291	23ZCNX12 PEACE T PNK LMNAD	9164	College Park GA Production	1160923	BEVERAGE COMPANY HANSEN	R	102	N/A	3x3 PALLETS
147292	23ZCNX12 PEACE T SNO BRY	9164	College Park GA Production	1160923	BEVERAGE COMPANY HANSEN	R	102	N/A	3x3 PALLETS
147315	11.5ZCNX12 GLAC VW ENGY BRY	9164	College Park GA Production	1014435	AZPACK Canning Company	R	182	N/A	3x3 PALLETS
147317	11.5ZCNX12 GLAC VW ENGY ORN	9164	College Park GA Production	1014435	AZPACK Canning Company	R	182	N/A	3x3 PALLETS
147096	1.9ZPTX6 MM DRPS RBRY LMNAD	9164	College Park GA Production	1425@CCNA	CELMARK INTERNATIONAL	R	400	N/A	3x3 PALLETS
147246	16ZCNBLKX12 NOS CHARGED CTR	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	CHEP PALLETS (BLUE)
147469	355 ML MEXICAN CLASSIC FIFA	9164	College Park GA Production	1188878	MEXICAN COKE CELMARK	#N/A	#N/A	#N/A	#N/A
147095	1.9ZPTX6 MM DRPS LMNAD	9164	College Park GA Production	1425@CCNA	CELMARK INTERNATIONAL NORTHAMPTON	R	400	N/A	3x3 PALLETS
147213	64ZPTX8 GP UNSWT BLK T	9164	College Park GA Production	1014435	THERMAL PLANT	#N/A	#N/A	#N/A	#N/A
147472	22ZPTX12 NOS CHRGD CTRS	9164	College Park GA Production	9084	Tampa FL Production	#N/A	#N/A	#N/A	#N/A
133031	16.9ZPET X12 HNST ADE ORGANIC SUPRFRTPU	9164	College Park GA Production	9164	College Park GA Production	R	108	N/A	3x3 PALLETS
135823	12ZPET X12 V8 VFSON CRANBRY BLKBRY	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
144679	2.5GBIBX1 GP RBRY T	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
146628	19.2ZCAN X24 COCA-COLA CHERRY ZERO	9191	Cleveland TN Production	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
146206	2.5GBIB X1 SEAG GINGER ALE	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
100237	SHELLS 16/20/24/600ML SHELLS	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
100238	.5L/355ML/12OZPET	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
100239	SHELLS 1LT 12 POCKET	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
100252	CO2 CYL 20LB#2 EMPTY	9191	Cleveland TN Production	9191	Cleveland TN Production	#N/A	#N/A	#N/A	#N/A
100267	PALLETS REG.	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
100272	40X48 PALLETS RED TIP	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
103175	8ZNR 4X6P CLASSIC PRI	9163	Marietta GA Production	9163	Marietta GA Production	R	54	N/A	3x3 PALLETS
104136	2.5GBIB X1 PADE LEMON LIME	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
113142	2.5GBIB X1 MM ORC BST APPLE	1013100	COCA-COLA USA	1013100	COCA-COLA USA	MISSING	0	N/A	0
114390	CHEP PALLETS (BLUE)	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
118381	40X48 PALLETS REG	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
118840	32Z X1 TUMBLER ER	1013065	#N/A	1013065	#N/A	#N/A	#N/A	#N/A	#N/A
129080	RECYCLE TOTE EMPTY	9191	Cleveland TN Production	9191	Cleveland TN Production	#N/A	#N/A	#N/A	#N/A
132550	SHELLS 2L8 CNTR/BOLT	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A
132612	2LPTSX8 MM PNK LMNAD	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
133260	12ZPET 24P DT COKE	9193	Production 2	9193	#N/A	R	60	N/A	3x3 PALLETS
137639	12ZCAN SLK 4X6P PB DT COKE	9164	College Park GA Production	9164	College Park GA Production	R	91	N/A	3x3 PALLETS
143874	500MLPETC 4X6P CLASSIC P1	9193	Cleveland TN Production 2	9193	#N/A	R	56	N/A	3x3 PALLETS
146574	12ZCAN 35P COKE CLASSIC	9164	College Park GA Production	9164	College Park GA Production	R	70	N/A	CHEP PALLETS (BLUE)
146575	12ZCAN 35P DT COKE	9164	College Park GA Production	9164	College Park GA Production	R	70	N/A	CHEP PALLETS (BLUE)
146576	12ZCAN 35P SPRITE	9164	College Park GA Production	9164	College Park GA Production	R	70	N/A	CHEP PALLETS (BLUE)
146654	19.2ZCAN 2X12P COCA-COLA ZERO	9191	Cleveland TN Production	9191	Cleveland TN Production	R	54	N/A	CHEP PALLETS (BLUE)
147257	12ZCN12P COCA-COLA HOME DEPOT BACK PACK	9164	College Park GA Production	9164	College Park GA Production	R	36	N/A	3x3 PALLETS
146156	10.1ZPET 1X15P TUM YUM VARIETY PK	1013065	#N/A	1013065	#N/A	#N/A	#N/A	#N/A	#N/A
404356	PALLETS PLASTIC 37X37	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	#N/A

Classified - Confidential

C-6

SKU List		Current Source Point		Morristown Current Production Source		Current Production Source Versioning			
MATNR	MATDESC	Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEDEEMPTY - Current Prod Source	pallet type - Current Prod Source
100278	12ZCN4X6P COCA-COLA	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
100281	12ZCN4X6P DT COKE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
100287	12ZCN4X6P SPRITE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
100722	12ZCN24P COCA-COLA	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
100724	12ZCN24P DT COKE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
100933	12ZCN20P COCA-COLA	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
100935	12ZCN20P DT COKE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
100937	12ZCN20P SPRITE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
101728	20ZPTX24 PA MTN BRY BLST	1014435	CHATTANOOGA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
102279	500MLPT4X6P COCA-COLA	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	56	N/A	3x3 PALLETS
102280	500MLPT4X6P DT COKE	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	56	N/A	3x3 PALLETS
102281	500MLPT4X6P SPRITE	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	56	N/A	3x3 PALLETS
102579	20ZPTX24 CF DT COKE	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
102752	20ZPTX24 PA FRT PNCH	1014435	CHATTANOOGA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
102782	20ZPTX24 MELLO YELLO	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	42	N/A	3x3 PALLETS
103029	20ZPTX24 SPRITE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	42	N/A	3x3 PALLETS
103172	8ZNR4X6P COCA-COLA	9163	Marietta GA Production	9163	Marietta GA Production	R	54	N/A	3x3 PALLETS
103326	1LPT2X6P EVIAN MNRL WTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
103369	1LPTX12 EVIAN MNRL WTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
103769	500MLPT4X6P EVIAN MNRL WTR	1013065	College Park GA Production	1013065	DANONE WATERS OF AMERICA INC	MISSING	0	N/A	0
103895	2.5GBIBX1 HI-C PNK LMNAD	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103996	5GBIBX1 DR PEP	9163	Marietta GA Production	9163	Marietta GA Production	R	40	N/A	3x3 PALLETS
104139	2.5GBIBX1 MELLO YELLO	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104148	2.5GBIBX1 HI-C FRT PNCH	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104235	2.5GBIBX1 BQ RTBEER	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104239	2.5GBIBX1 PA MTN BLST	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104633	20LBCYLX1 CO2 FU#2	9191	Cleveland TN Production	9191	Cleveland TN Production	R	16	N/A	3x3 PALLETS
109147	2.5GBIBX1 MM LMNAD	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
112259	20ZPTX24 DAS	9106	Montgomery AL Production	9106	Montgomery AL Production	R	54	N/A	40X48 PALLETS RED TIP
112260	1LPTX12 DAS	9164	College Park GA Production	9281	Jacksonville FL Production	R	55	N/A	3x3 PALLETS
112795	500MLPT4X6P DAS	9106	Montgomery AL Production	9106	Montgomery AL Production	R	56	N/A	PALLETS PLASTIC 37X37
114756	20ZPTX24 FA ORNG	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
114929	500MLPT2X12P DAS	9106	Montgomery AL Production	9106	Montgomery AL Production	R	56	N/A	PALLETS PLASTIC 37X37
115304	20ZPTX24 MM LMNAD	9193	Cleveland TN Production 2	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
115468	2.5GBIBX1 PIBB XTRA	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
115583	12ZCN2X12P COCA-COLA FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
115584	12ZCN2X12P DT COKE FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
115585	12ZCN2X12P CF DT COKE FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS

115586	12ZCN2X12P SPRITE FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
116015	12ZCN24P FA ORNG	9164	Montgomery AL Production	9164	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116149	12ZCN2X12P BQ RTBEER FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116150	12ZCN2X12P MELO YELLO FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
116151	12ZCN2X12P FA ORNG FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116153	12ZCN2X12P CF COCA-COLA FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116305	12ZCN2X12P CHRY COKE FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116306	12ZCN2X12P DT CHRY COKE FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116307	12ZCN2X12P FRESCA FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
116308	12ZCN2X12P BQ DT RTBEER FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116309	12ZCN2X12P PIBB XTRA FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116320	12ZCN2X12P MM LMNAD FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
116366	500MLPT24P DAS	1014435	HOWARD (MILESBERG) WATER PLANT	1014435	HOWARD (MILESBERG) WATER PLANT	MISSING	0	N/A	0
116456	12ZCN2X12P MM LT LMNAD FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116460	12ZCN2X12P FA SBRY FP	9164	Montgomery AL Production	9164	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116470	12ZCN2X12P FA GRP FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116472	12ZCN2X12P MM PNK LMNAD FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
116533	20ZPTX24 MM PNK LMNAD	9193	Cleveland TN Production 2	9193	Orlando FL Production	R	54	N/A	3x3 PALLETS
116629	20ZPTX24 VAN COKE	9164	College Park GA Production	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
116662	12ZCN2X12P VAN COKE FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
117119	2.5GBIBX1 FA ORNG	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
117603	12ZCN2X12P DR PEP FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
117604	12ZCN2X12P DT DR PEP FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
117606	12ZCN2X12P CF DT DR PEP FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
117634	12ZCN4X6P DR PEP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
117687	20ZPTX24 PA ORNG	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
117783	12ZCN20P DR PEP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
117794	12ZCN20P DT DR PEP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
117817	2.5GBIBX1 MM LT LMNAD	2651	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
119311	12ZCN2X12P DT COKE LIM FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
119451	16ZCNX24 FULL THR	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS
119516	300MLPTX24 DAS	9164	College Park GA Production	8557	Bissonnet TX Production	R	80	N/A	3x3 PALLETS
119702	450MLPTX24 MM JTG APL J	1014435	CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
119703	450MLPTX24 MM JTG CRN APL RB	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
119706	450MLPTX24 MM JTG CRN GRP	9164	College Park GA Production	9164	UNITED CHATTANOOGA	R	72	N/A	3x3 PALLETS
119707	450MLPTX24 MM JTG ORNG J	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
119791	12ZCN2X12P SPRITE ZRO FP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
119826	20ZPTX24 COCA-COLA	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	42	N/A	3x3 PALLETS

119827	20ZPTX24 DT COKE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	42	N/A	3x3 PALLETS
121508	12ZCN2X12P DT COKE SPLNDA F	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
121750	12ZCN2X12P COCA-COLA ZRO FP 2.5GBIBX1 COCA-COLA	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
122151	ZRO	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
122327	12ZCN2X12P FA ORNG ZRO FP 355MLNR24P COCA-COLA	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
122366	COCA-COLA MX 12ZCN24P	9164	College Park GA Production	1188878	MEXICAN COKE	MISSING	0	N/A	0
123159	COCA-COLA ZRO SC 32ZPTX15 PA	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
123367	FRT PNCH 32ZPTX15 PA	1014435	CHATTANOOGA UNITED	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
123369	LMN LIM 32ZPTX15 PA	1014435	CHATTANOOGA UNITED	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
123371	MTN BRY BLST 32ZPTX15 PA	1014435	CHATTANOOGA UNITED	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
123372	ORNG 12ZCN24P DR	1014435	CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
123704	PEP SC	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
123809	12ZCN24P DT DR PEP SC 12ZCN20P	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
124359	COCA-COLA ZRO	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
124384	12ZCN24P SPRITE SC	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
124580	10ZPTX24 MM JTG APL J	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
124581	10ZPTX24 MM JTG ORNG J 12ZCN2X12P COKE CHRY ZRO FP	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
125491	20ZPT3X8P PA GRP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
125622	20ZPT3X8P PA ORNG	1014435	CHATTANOOGA UNITED	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
125623	20ZPT3X8P PA ORNG	1014435	CHATTANOOGA UNITED	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
125624	FRT PNCH 20ZPT3X8P PA	1014435	CHATTANOOGA UNITED	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
125625	MTN BRY BLST 32ZPTX15 PA	1014435	CHATTANOOGA UNITED	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
126073	GRP	1014435	CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
126583	355MLNRX24 SPRITE MX 500MLPT4X6P COCA-COLA ZRO	9164	College Park GA Production	1188878	MEXICAN COKE	MISSING	0	N/A	0
127105	22ZPTX12 NOS	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	56	N/A	3x3 PALLETS
128037	ENGY	9164	College Park GA Production	9084	Tampa FL Production	R	84	N/A	3x3 PALLETS
128259	16ZCNX24 NOS ENGY	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
128404	12ZPET X12 V8 VEG JUICE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
128405	12ZPET X12 V8 SPICY HOT JUICE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
128407	12ZPET X12 V8 VFSON POM BLBRY JU	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
128408	12ZPET X12 V8 VFSON STWBR BAN JU	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
128409	16ZPET X12 V8 SPLASH BERRY BLEND	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
128410	16ZPET X12 V8 SPLASH	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
128411	STWBRY KIWI 16ZPETX12LS V8 SPLASH	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
128419	TROP BLEND 2.5GBIBX1 GP GRNT	2651	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0

129086	20ZPTX24 GLAC VW DEFENSE	9164	College Park GA Production	9164	COCA-COLA NORTH AMERICA	R	54	N/A	40X48 PALLETS RED TIP
129088	20ZPTX24 GLAC VW ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129089	20ZPTX24 GLAC VW ESNTL	9164	College Park GA Production	1014435	UNITED CHATTANOOGA CONSOLIDATED CCBC	MISSING	0	N/A	0
129090	20ZPTX24 GLAC VW FOCUS	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129093	20ZPTX24 GLAC VW PWR C	9164	College Park GA Production	1014435	UNITED CHATTANOOGA CONSOLIDATED CCBC	MISSING	0	N/A	0
129095	20ZPTX24 GLAC VW REVIVE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129097	20ZPTX24 GLAC VW XXX	9164	College Park GA Production	1014435	UNITED CHATTANOOGA CONSOLIDATED CCBC	MISSING	0	N/A	0
129252	1LPTX12 GLAC SMTWTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129253	1.5LPTX12 GLAC SMTWTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129254	20ZPTX24 GLAC SMTWTR	9164	College Park GA Production	9164	TAMPA, FL PC SMARTWATER	R	60	N/A	3x3 PALLETS
129257	32ZPTX15 GLAC VW REVIVE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129258	32ZPTX15 GLAC VW PWR C	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129262	32ZPTX15 GLAC VW ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
129274	20ZPT12P GLAC VW VRTY PK	9164	College Park GA Production	1014435	UNION BEVERAGE	MISSING	0	N/A	0
129294	20ZPTX24 PA SBRY LMNAD	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
129295	32ZPTX15 PA SBRY LMNAD	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
129308	13.5ZPET X12 COCA-COLA	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
130466	32ZPTX15 PA ZRO SBRY	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
130467	32ZPTX15 PA ZRO GRP	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
130468	32ZPTX15 PA ZRO MXD BRY	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
130470	20ZPT3X8P PA ZRO GRP	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
130471	20ZPT3X8P PA ZRO MXD BRY	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
130493	16ZCNX24 NOS GRP	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS
130629	32ZPTX15 GLAC VW XXX	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
131673	8.5ZALBX24 DT COKE	1013065	#N/A	1013065	#N/A	#N/A	#N/A	#N/A	P
132296	700MLPTX24 GLAC SMTWTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
132394	16ZPTX24 DT COKE	9164	College Park GA Production	9164	College Park GA Production	R	56	N/A	3x3 PALLETS
132398	16ZPTX24 COCA-COLA	9164	College Park GA Production	9164	College Park GA Production	R	56	N/A	3x3 PALLETS
132399	16ZPTX24 COCA-COLA	9164	College Park GA Production	9164	College Park GA Production	R	56	N/A	3x3 PALLETS
132400	16ZPTX24 SPRITE	9164	College Park GA Production	9164	College Park GA Production	R	56	N/A	3x3 PALLETS
132528	2LPTSX8 CF DT COKE	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132529	2LPTSX8 CHRY COKE	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132530	2LPTSX8 COCA- COLA	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132531	2LPTSX8 COCA- COLA ZRO	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132532	2LPTSX8 DT COKE	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132539	2LPTSX8 SPRITE ZRO	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132540	2LPTSX8 SPRITE ZRO	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132541	2LPTSX8 BQ RTBEER	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132542	2LPTSX8 FA GRP	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132543	2LPTSX8 FA ORNG	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132545	2LPTSX8 FRESCA	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS

132546	2LPTSX8 MELLO YELLO 2LPTSX8 MM	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132551	LMNAD	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS

Classified - Confidential

SKU List		Morristown		Current Production Source		Current Production Source Versioning			
MATNR	MATDESC	Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEDEMPTY - Current Prod Source	pallet type - Current Prod Source
132606	2LPTSX8 DR PEP	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132607	2LPTSX8 DT DR PEP	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132766	2.5GBIBX1 GP PREM UNSWT T	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
132858	16.9ZPTX12 HA ORGANIC ORNG	9164	College Park GA Production	1014435	BENDER GROUP	MISSING	0	N/A	0
132859	16.9ZPTX12 HA ORGANIC POM B	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
132861	16.9ZPTX12 HT ORGANIC HNY G	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
132894	500MLPT4X6P DT DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	56	N/A	3x3 PALLETS
132895	500MLPT4X6P DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	56	N/A	3x3 PALLETS
133102	16ZCNX24 MNSTR KHAOS ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133108	16ZCN6X4P MNSTR LO CARB ENG	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133109	16ZCN6X4P MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133129	16ZCNX24 MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133131	16ZCNX24 MNSTR LO CARB ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133132	16ZCNX24 MNSTR ASSAULT ENGY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
133133	16ZCAN X24 MONSTER M 80 ENGY + JUICE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
133145	24ZCNX12 MEGA MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133147	24ZCNX12 MEGA MNSTR LO CARB	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133153	16ZCN6X4P MNSTR KHAOS ENGY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
133168	16ZPTX24 DR PEP	9164	College Park GA Production	9164	College Park GA Production	R	56	N/A	3x3 PALLETS
133169	16ZPTX24 DT DR PEP	9193	Cleveland TN Production 2	9193	Abilene TX Production	R	56	N/A	3x3 PALLETS
133251	12ZCN2X12P DR PEP CHRY FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
133255	20ZPTX24 DR PEP CHRY	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
133257	12ZCN2X12P DT DR PEP CHRY F	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
133475	20ZPTX24 DT DR PEP CHRY	9193	Cleveland TN Production 2	9193	Maspeth NY Production	R	42	N/A	3x3 PALLETS
133762	12ZPT3X8P COCA-COLA	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	72	N/A	3x3 PALLETS
133763	12ZPT3X8P DT COKE	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	72	N/A	3x3 PALLETS
133765	12ZPT3X8P COCA-COLA ZRO	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	72	N/A	3x3 PALLETS
133766	12ZPT3X8P SPRITE	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	72	N/A	3x3 PALLETS
134338	2LPTSX8 FA ORNG ZRO	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134384	18.6ZCNX24 MNSTR ENGY IMPOR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
134402	2LPETSMG X8 DR PEPPER CHERR	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS



134501	12ZPT3X8P DR PEP	9193	Cleveland TN Production 2 UNITED	9193	Cleveland TN Production UNITED	R	72	N/A	3x3 PALLETS
134837	32ZPTX15 PA ZRO ORNG	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
134838	32ZPTX15 PA ZRO LMN LIM	1014435	CHATTANOOGA	1014435	CHATTANOOGA	MISSING	0	N/A	0
134846	355MLNRG 24P FTA ORANGE MEX	9164	College Park GA Production	1188878	MEXICAN COKE Marietta GA	MISSING	0	N/A	0
134847	2LPTSX8 DT DR PEP CHRY	9163	Marietta GA Production	9163	Marietta GA Production HANSEN BEVERAGE COMPANY	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134923	15ZCNX12 JAVA MNSTR IRISH	9164	College Park GA Production	1160923	MISSING	MISSING	0	N/A	0
134926	15ZCNX12 JAVA MNSTR MEAN BE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
134929	15ZCNX12 JAVA MNSTR LOCA MO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135177	12ZPT3X8P DT DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	72	N/A	3x3 PALLETS
135239	11LPT2X6P GLAC SMTWTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135245	7.5ZCN3X8P COCA-COLA	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135246	7.5ZCN3X8P COCA-COLA ZRO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135247	7.5ZCN3X8P COKE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135248	7.5ZCN3X8P SPRITE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135249	500MLPT4X6P GP SWT BLK T	9164	College Park GA Production	1014435	CHATTANOOGA	MISSING	0	N/A	0
135251	16ZCNX12 FULL THR RED BRV	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	3x3 PALLETS
135277	7.5ZCN3X8P DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135278	7.5ZCN3X8P DT DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135279	7.5ZCN3X8P FA ORNG	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
135333	18.5ZPTX12 GP SWT BLK T	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135334	18.5ZPTX12 GP DT T	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135335	18.5ZPTX12 GP LMN SWT T	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135336	18.5ZPTX12 GP GRNT	9164	College Park GA Production	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
135337	18.5ZPTX12 GP UNSWT BLK T	9164	College Park GA Production	1014435	CHATTANOOGA Sandston VA	MISSING	0	N/A	0
135450	12ZPT3X8P DAS	9193	Cleveland TN Production 2	8042	Cleveland TN Production	R	72	N/A	3x3 PALLETS
135478	10.1ZPTX12 TUM YUM ORNG-ARI	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135479	10.1ZPTX12 TUM YUM VERY BRV	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135481	10.1ZPTX12 TUM YUM GRNST AP	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135482	10.1ZPTX12 TUM YUM SOURSTNL	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
135565	16ZCNX24 FULL THR BLU AG	9193	Cleveland TN Production 2 UNITED	9191	Cleveland TN Production UNITED	R	60	N/A	3x3 PALLETS
135573	32ZPTX15 PA WHT CHRY	1014435	CHATTANOOGA	1014435	CHATTANOOGA	MISSING	0	N/A	0
135589	10.1ZPTX12 TUM YUM FRTABULS	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
136106	20ZPTX24 GLAC VWZ XXX	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
136107	20ZPTX24 GLAC VWZ SQZD	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
136108	20ZPTX24 GLAC VWZ RISE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0

136109	20ZPTX24 GLAC VWZ GO GO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
136494	16ZCNX12 NOS LOADED CHRY EN	9193	Cleveland TN Production 2	7830	Portland IN Production	R	160	N/A	40X48 PALLETS RED TIP
136525	16.9ZPTX12 HT ORGANIC HLF T	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
136793	16ZCN2X10P MNSTR ENGY 16ZCN2X10P MNSTR LO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
136794	CARB EN 1.25LPTSX12	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137072	COCA-COLA 1.25LPTSX12	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 1LT 12 POCKET	0
137073	DT COKE 1.25LPTSX12 COCA-COLA	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 1LT 12 POCKET	0
137074	ZRO 1.25LPTSX12	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 1LT 12 POCKET	0
137075	SPRITE 1.25LPTSX12	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 1LT 12 POCKET	0
137076	FA ORNG 16ZCN6X4P MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 1LT 12 POCKET	0
137113	ABS ZR 2ZPTX12 WORX ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137325	EX STR 16ZCNX24 MNSTR ENGY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
137400	ABS ZRO 15ZCNX12 JAVA MNSTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137699	VAN LT 15ZCNX12 JAVA MNSTR	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137700	KONA BL 32ZPTX15 PA ZRO FRT	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137763	PNCH 20ZPTX24 GLAC VWZ	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
137765	GLOW 20ZPT3X8P PA ZRO FRT	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
137799	PNCH 16.9ZPTX12 FUZE SLNDRZ	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
137830	CRNB 16.9ZPTX12 FUZE SLNDRZ	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137831	SBRY 16.9ZPTX12 FUZE SLNDRZ	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137832	BLUB 16.9ZPTX12 FUZE SLNDRZ	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137833	TRPC 16.9ZPET X12 FUZE SLNDRZE	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137834	POM ACAI BRY 16.9ZPTX12 FUZE PCH	9164	College Park GA Production	9164	College Park GA Production	R	108	N/A	3x3 PALLETS
137836	MNGO 16.9ZPTX12 FUZE BAN COL	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137837	12ZCN2X12P DR PEP TEN FP 16ZCNX12 NOS	9106	CONSOLIDATED CCBC ROANOKE	9106	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
137849	CHARGED CTRS 20ZPTX24 DR	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	3x3 PALLETS
137875	PEP TEN 2LPTSX8 DR	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
137876	PEP TEN 16ZPTX24	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
137910	CHRY COKE 15.5ZCNX24 MNSTR REHAB	9164	College Park GA Production	9164	College Park GA Production	R	56	N/A	3x3 PALLETS
138036	T LM 15.5ZCN6X4P MNSTR REHAB	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138037	T L	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0

138045	5ZNRX24 MNSTR ENGY M3 SPR C 1.25LPSTX12	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138083	DR PEP 1.25LPSTX12	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 1LT 12 POCKET	0
138084	DT DR PEP 20ZPET 12P GLAC VITWTR ZERO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	SHELLS 1LT 12 POCKET	0
138303	VARIETY PK 23ZCNX12	9164	College Park GA Production	9164	College Park GA Production	R	102	N/A	3x3 PALLETS
138319	MNSTR REHAB T LMNA 24ZCNX12	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138320	MNSTR ENGY ABS ZRO 15.5ZCNX24	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
138563	MNSTR REHB GRNT 15.5ZCNX24	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138564	MNSTR REHB ROJO 15.5ZCN6X4P	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138582	MNSTR REHB ROJO 16ZPET X12 V8 SPLASH FRUIT	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
138642	MEDLEY	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	P
142716	16.9ZPT4X6P GLAC VW XXX 16.9ZPT4X6P	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142717	GLAC VW PWR C	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142718	16.9ZPT4X6P GLAC VW REVIVE	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142719	16.9ZPT4X6P GLAC VWZ XXX	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142720	16.9ZPT4X6P GLAC VWZ SQZD	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
142721	16.9ZPT4X6P GLAC VWZ RISE	9164	College Park GA Production	1014435	WARRENTON THERMAL PLANT TRUESDALE	MISSING	0	N/A	0
143857	15.5ZCN2X10P MNSTR REHAB T	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
143893	16.9ZPTX12 HT ORGANIC NOT T	9164	College Park GA Production	1014435	BENDER GROUP	MISSING	0	N/A	0
143900	16ZCN2X10P MNSTR ENGY ABS Z	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
143911	16.9ZNRX12 MNSTR ENGY UBERM	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
143932	18.5ZPTX12 GP LMNAD T	9164	College Park GA Production	9164	CHATTANOOGA	R	72	N/A	3x3 PALLETS CHEP PALLETS (BLUE)
144088	16ZCNX24 FA ORNG	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS CHEP PALLETS (BLUE)
144089	16ZCNX24 SPRITE 15.5ZCNX24	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS CHEP PALLETS (BLUE)
144163	MNSTR REHB ORNGA 12ZPT2X12P	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
144169	PA MTN BRY BLST 12ZPT2X12P	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
144170	PA FRT PNCH 450MLPTX24	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
144171	MM SBRY PSN JTG 450MLPTX24	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
144172	MM JTG FRT PNCH 1.22LBCSTRX8	1014435	COCA-COLA NORTH AMERICA	NSA	NO SOURCING AVAILABLE	#N/A	#N/A	#N/A	P
144208	PA MTN BRY BLS 14ZPTX12	1014435	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
144651	ZICO NTRAL CCNT WT	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0

144653	11.2ZTRAX12 ZICO NTRAL CCNT	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
144659	14ZPTX12 ZICO CHOC 2.5GBIBX1	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
144675	FUZE T RBRY 11.5ZPTX12 CORE PWR	2651	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
144828	CHOC LT 11.5ZPTX12 CORE PWR	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
144829	SBRy BA 11.5ZPTX12 CORE PWR	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
144830	CHOC 26 11.5ZPTX12 CORE PWR	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
144831	VAN 26G 20ZPTX24 FUZE ICE T	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
144866	LMN 20ZPTX24 FUZE ICE T	9164	College Park GA Production	9082	Orlando FL Production	R	48	N/A	3x3 PALLETS
144868	SBRy RE 1.9ZPTX6 DAS DRPS SBRy	9164	College Park GA Production	9082	Orlando FL Production	R	48	N/A	3x3 PALLETS
144873	KIWI 1.9ZPTX6 DAS DRPS PNK	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
144874	LMNAD 1.9ZPTX6 DAS DRPS PAPT	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
144875	CCNT 1.9ZPTX6 DAS DRPS MXD	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
144876	BRY 500MLPT4X6P GLAC	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
145098	SMTWTR 16ZCNX24 MNSTR ENGY	9164	College Park GA Production	1014435	TAMPA, FL PC SMARTWATER HANSEN BEVERAGE	MISSING	0	0	0
145104	DUB BLR 16ZCNX24 MNSTR ZRO	9164	College Park GA Production	1160923	HANSEN COMPANY HANSEN BEVERAGE	MISSING	0	N/A	0
145105	ULTRA 15ZCNX12 JAVA MNSTR	9164	College Park GA Production	1160923	HANSEN COMPANY HANSEN BEVERAGE	MISSING	0	N/A	0
145106	KONA CA 12ZCNX12 MNSTR ENGY	9164	College Park GA Production	1160923	HANSEN COMPANY HANSEN BEVERAGE	MISSING	0	N/A	0
145126	EX STR 12ZCNX12 MNSTR ENGY	9164	College Park GA Production	1160923	HANSEN COMPANY HANSEN BEVERAGE	MISSING	0	N/A	0
145127	EX STR 12ZCNX12 MNSTR ENGY	9164	College Park GA Production	1160923	HANSEN COMPANY HANSEN BEVERAGE	MISSING	0	N/A	0
145128	EX STR 2LPTSX8 FUZE ICE T LMN	9164	College Park GA Production	1160923	HANSEN COMPANY MARIETTA GA Production	MISSING	0	N/A	0
145158	2LPTSX8 FUZE ICE T LMN	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
145159	ICE T SBRy RED	1013065	College Park GA Production	1013065	New Orleans LA Production	#N/A	#N/A	#N/A	P
145160	12ZCN2X12P FUZE ICE T LMN F	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145170	12ZCN2X12P FUZE ICE T SBRy	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145171	12ZCN2X12P FUZE HLF T HLF L	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145188	20ZPTX24 GLAC VWZ PWR C	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145206	20ZPTX24 GLAC VWZ REVIVE	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145235	355MLNR4X6P COCA-COLA MX	9164	College Park GA Production	1188878	MEXICAN COKE Cleveland TN Production	MISSING	0	N/A	0
145277	16ZCNX24 DT COKE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
145278	16ZCNX24 DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)

	16ZCNX24								
145281	MNSTR ENGY DUB MAD	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145309	1LTRAX12 ZICO CHOC	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
145388	16ZCN6X4P MNSTR ZRO ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0

Classified - Confidential

SKU List		Current Source Point		Current Production Source		Morristown Current Production Source Versioning			
MATNR	MATDESC	Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc	PALL_TYP- Current Prod Source	PALL_CONFIG - Current Prod Source	IMPLIEDEEMPTY - Current Prod Source	pallet type - Current Prod Source
145482	12ZPT2X12P PA ZRO MXD BRY 12ZPT3X8P GLAC VW	1014435	UNITED CHATTANOOGA	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145491	ESNTL 12ZPT3X8P GLAC VW XXX	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145493	12ZPT3X8P GLAC VW SQZD	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145496	16ZCN2X10P MNSTR ZRO	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
145841	ULTRA 8ZCN2X12P MNSTR ZRO	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145842	ULTRA F 20ZPTX24 GLAC	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145909	VW SQZD 16.9ZPTX12 GLAC FW	9164	Montgomery AL Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145911	WTRMLN P 16.9ZPTX12 GLAC FW BLK	9106	Montgomery AL Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145913	RBRYP 16.9ZPTX12 GLAC FW LMN	9106	Montgomery AL Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145915	LIM 16.9ZPTX12 GLAC FW ORNG	9106	Montgomery AL Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145917	MNG 16.9ZPTX12 GLAC FW SBRYKIWI	9106	Montgomery AL Production	9106	Montgomery AL Production	R	96	N/A	3x3 PALLETS
145919	15.5ZCNX24 MNSTR REHAB	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
145929	PNK 14ZPTX12 ZICO	9164	College Park GA Production	1178925	ZICO BEVERAGES LLC	MISSING	0	N/A	0
145930	PAPL CCNT WTR	9164	College Park GA Production	1013065	CHARLOTTE HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
145932	12ZCN4X6P FULL THR	1013065	College Park GA Production	1013065	CHARLOTTE HANSEN BEVERAGE COMPANY	#N/A	#N/A	#N/A	P
145962	7.5ZCN2X12P MNSTR REHAB	1013065	College Park GA Production	1013065	CONSOLIDATED CCBC ROANOKE	#N/A	#N/A	#N/A	P
145963	T L 8ZCN2X12P MNSTR LO	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
145964	ENG Y FP 8ZCN2X12P MNSTR ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
145965	ABS ZR 32ZPTX15 PA	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
145967	MLN 22ZPTX12 NOS	1014435	CHATTANOOGA	1014435	CHATTANOOGA	MISSING	0	N/A	0
145978	ACTIVE FRT PNC 22ZNRP X12	9164	College Park GA Production	7401	Denver CO Production	R	72	N/A	3x3 PALLETS
145980	NOS ACTIVE ACAI BBRY POME	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	P
145982	22ZPTX12 NOS ACTIVE RBRYP LM	9164	College Park GA Production	7401	Denver CO Production	R	72	N/A	3x3 PALLETS
145984	1.9ZPTX6 DAS DRPS CHRY	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
145985	POM 1.9ZPTX6 DAS DRPS GRP	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
145996	12ZCN4X6P NOS ENGY	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
145998	16ZCNX12 NOS ZRO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	3x3 PALLETS
146042	2LPTSX8 SG GALE	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
146125	12ZCN2X12P SG GALE FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146287	3ZPTX6 PA ZRO DRPS MTN BRY	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS

146288	3ZPTX6 PA ZRO DRPS FRT PNCH	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
146289	3ZPTX6 PA ZRO DRPS ORNG	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
146300	MNSTR ENGY ULTRA B	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
146301	15ZCNX12 MUSCLE MNSTR COF S	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146302	15ZCNX12 MNSTR MUSCLE CHOC	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146303	15ZCNX12 MNSTR MUSCLE VAN W	9164	College Park GA Production	9164	HANSEN BEVERAGE COMPANY	R	133	N/A	3x3 PALLETS
146533	12ZCN2X12P COCA-COLA ZRO CF	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
146536	2LPTSX8 COCA- COLA ZRO CF	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
146676	11.5ZPTX12 CORE PWR BAN 26G	9164	College Park GA Production	1192376	FAIR OAKS FARMS BRANDS INC	MISSING	0	N/A	0
146717	12ZCAN SLK 4X6P PB DT COKE PR1	9164	College Park GA Production	9164	College Park GA Production	R	91	N/A	3x3 PALLETS
146722	23ZCNX12 PEACE T GA PCH PRP	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146770	16ZCN6X4P MNSTR ENGY ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146771	16ZCNX24 MNSTR ENGY ULTRA R	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146858	16ZCNX24 COCA-COLA CHILL P1	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
146886	15.5ZCN6X4P MNSTR REHAB PNK	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146937	15ZCNX12 MNSTR MUSCLE STBY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146980	16ZCNX24 COCA-COLA ZRO	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	60	N/A	3x3 PALLETS
146982	16ZCNX24 DT DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	60	N/A	3x3 PALLETS
100283	12ZCAN 4X6P CF DT COKE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
100304	12ZCN4X6P FA ORNG	9106	Montgomery AL Production	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
100725	12ZCN24P CF DT COKE	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
100733	12ZCN24P MELLO YELLO	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
101998	1LPTX12 SPRITE 20ZPTX24 BQ	9106	Montgomery AL Production	9106	Montgomery AL Production	R	48	N/A	3x3 PALLETS
102748	RTBEER 20ZPTX24 PA	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
102751	LMN LIM 20ZPTX24 CHRY	1014435	CHATTANOOGA Cleveland TN	1014435	CHATTANOOGA Cleveland TN	MISSING	0	N/A	0
102759	COKE 10ZNR4X6P SG	9193	Production 2 Marietta GA	9191	Production Marietta GA	R	42	N/A	3x3 PALLETS
102879	TONIC 10ZNR4X6P SG	9163	Production Marietta GA	9163	Production Marietta GA	R	64	N/A	3x3 PALLETS
102881	CLB SODA 1LPTX12 DT	9163	Production Montgomery AL	9163	Production Montgomery AL	R	64	N/A	3x3 PALLETS
102979	COKE 8ZNR4X6P DT	9106	Production Marietta GA	9106	Production Marietta GA	R	48	N/A	3x3 PALLETS
103173	COKE 8ZNR4X6P	9163	Production Marietta GA	9163	Production Marietta GA	R	54	N/A	3x3 PALLETS
103174	SPRITE 1LPTX12 SG CLB	9163	Production College Park GA	9163	Production Tampa FL	R	54	N/A	3x3 PALLETS
103331	SODA 1LPTX12 SG	9164	Production College Park GA	9084	Production Tampa FL	R	55	N/A	3x3 PALLETS
103332	TONIC 1.5LPTX12	9164	Production College Park GA	9084	Production	R	55	N/A	3x3 PALLETS
103370	EVIAN MNRL WTR	1013065	College Park GA Production	1013065	DANONE WATERS OF AMERICA INC	#N/A	#N/A	#N/A	P
103410	330MLPT4X6P EVIAN MNRL WTR	1013065	College Park GA Production	1013065	DANONE WATERS OF AMERICA INC	#N/A	#N/A	#N/A	P

103503	1LPTX12 COCA-COLA	9106	Montgomery AL Production	9106	Montgomery AL Production	R	48	N/A	3x3 PALLETS
103936	5GBIBX1 COCA-COLA	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
113437	500MLPT4X6P CF DT COKE	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	56	N/A	3x3 PALLETS
115313	20ZPTX24 FA GRP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
116321	12ZCN2X12P MM FRT PNCH FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
116663	20ZPTX24 PIBB XTRA	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
117577	12ZCN2X12P TAB FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
117605	12ZCN2X12P CF DR PEP FP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
117640	12ZCN4X6P DT DR PEP	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
117803	20ZPTX24 DR PEP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
117808	20ZPTX24 DT DR PEP	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
119256	12ZCN20P FA ORNG	9164	College Park GA Production	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
119705	450MLPTX24 MM JTG RUBY RED	9164	College Park GA Production	9164	UNITED CHATTANOOGA	R	72	N/A	3x3 PALLETS
120461	450MLPET X24 MMAID RBY RD G	9164	College Park GA Production	9164	UNITED CHATTANOOGA	R	72	N/A	3x3 PALLETS
121039	20ZPTX24 SPRITE ZRO	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	42	N/A	3x3 PALLETS
121765	20ZPTX24 DAS LMN	9164	College Park GA Production	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
121939	20ZPTX24 COCA-COLA ZRO	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	42	N/A	3x3 PALLETS
123292	20ZPTX24 DAS SBRY	9164	College Park GA Production	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
125365	20ZPTX24 PA GRP	1014435	CHATTANOOGA Montgomery AL Production	1014435	CHATTANOOGA Montgomery AL Production	MISSING	0	N/A	0
125370	1LPTX12 DR PEP	9106	Cleveland TN Production 2	9106	Cleveland TN Production	R	48	N/A	3x3 PALLETS
125492	500MLPT4X6P SPRITE ZRO	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	56	N/A	3x3 PALLETS
125681	20ZPTX24 COKE	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
128401	20ZPT3X8P PA LMN LIM	1014435	CHATTANOOGA College Park GA Production	1014435	CHATTANOOGA College Park GA Production	MISSING	0	N/A	0
132527	2LPTSX8 CF COCA-COLA	9163	Marietta GA Production	9163	Marietta GA Production	R	40	N/A	SHELLS 2L8 CNTR/BOLT 3x3 PALLETS
132544	2LPTSX8 FA SBRY	9163	Marietta GA Production	9163	Marietta GA Production	R	40	N/A	SHELLS 2L8 CNTR/BOLT 3x3 PALLETS
132547	2LPTSX8 PIBB XTRA	9163	Marietta GA Production	9163	Marietta GA Production	R	40	N/A	SHELLS 2L8 CNTR/BOLT 3x3 PALLETS
132605	2LPETS X8 MG MMAID FRUIT PUNCH NC	9163	Marietta GA Production	9163	Marietta GA Production	R	40	N/A	SHELLS 2L8 CNTR/BOLT 3x3 PALLETS
132838	2.5GBIBX1 GP SOUTHERN STYLE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
132862	16.9ZPTX12 HT ORGANIC PCH W	1013065	CONSOLIDATED CCBC ROANOKE	1013065	CONSOLIDATED CCBC ROANOKE	MISSING	0	N/A	0
133764	12ZPT3X8P CF DT COKE	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	72	N/A	3x3 PALLETS
134166	12ZPT3X8P SPRITE ZRO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	72	N/A	3x3 PALLETS
134848	20ZPTX24 FA ORNG ZRO	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
135287	7.5ZCN3X8P SPRITE ZRO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
137863	12ZCN2X12P MELLO YELLO ZRO	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
137896	20ZPTX24 MELLO YELLO ZRO	9164	College Park GA Production	9164	College Park GA Production	R	42	0	3x3 PALLETS
138343	12ZCN20P DR PEP CHRY	9191	Cleveland TN Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
138344	12ZCN24P DR PEP CHRY SC	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
144630	1LPXT12 FUZE ICE T LMN	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS



144632	1LPTX12 FUZE HLF T HLF LMNA	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
144633	1LPTX12 FUZE BRY PNCH	1013065	College Park GA Production	1013065	Tampa FL Production	#N/A	#N/A	#N/A	P
144634	1LPTX12 FUZE SBRY LMNAD 12ZCN2X12P FUZE ICE T DT	1013065	College Park GA Production	1013065	Tampa FL Production	#N/A	#N/A	#N/A	P
145161	LM	9164	College Park GA Production	9164	College Park GA Production	R	104	0	3x3 PALLETS
145483	12ZPT2X12P PA ORNNG	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
145484	12ZPT2X12P PA GRP	1014435	CHATTANOOGA Marietta GA Production	1014435	CHATTANOOGA Marietta GA Production	MISSING	0	N/A	0
146044	10ZNR4X6P SG GALE	9163	College Park GA Production	9163	Tampa FL Production	R	64	N/A	3x3 PALLETS
146045	1LPTX12 SG GALE	9164	College Park GA Production	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
146048	20ZPTX24 SG GALE	9106	Montgomery AL Production	9106	Montgomery AL Production	R	42	N/A	3x3 PALLETS
146128	7.5ZCN3X8P SG GALE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	120	N/A	3x3 PALLETS
146336	16ZCNX24 MELLO YELLO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
146727	12ZCN4X6P COCA-COLA PB	9191	College Park GA Production	9191	College Park GA Production	R	104	N/A	3x3 PALLETS
146728	12ZCN4X6P DT COKE PB	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146729	12ZCN4X6P COCA-COLA ZRO PB	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146730	12ZCN4X6P SPRITE PB	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
146731	12ZCN4X6P FA ORNNG PB	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146732	12ZCN4X6P DR PEP PB	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
146733	12ZCN4X6P DT DR PEP PB	9191	Cleveland TN Production	9191	Cleveland TN Production	R	104	N/A	3x3 PALLETS
146960	15.2ZPTX24 MM TRPCL BLND	1014435	CHATTANOOGA UNITED	1014435	CHATTANOOGA UNITED	MISSING	0	N/A	0
146962	15.2ZPTX24 MM BRY BLND NEC	1014435	CHATTANOOGA Cleveland TN Production 2	1014435	CHATTANOOGA Cleveland TN Production	MISSING	0	N/A	0
147038	19.2ZCAN X24 SPRITE	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS
147040	19.2ZCNX24 DR PEP	9193	Cleveland TN Production 2	9193	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
147080	18.6ZCNX12 COCA-COLA	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	3x3 PALLETS
147198	MNSTR ENGY IMPOR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
102079	500MLPTS4X6P COCA-COLA	9193	Cleveland TN Production 2	9191	Cleveland TN Production	#N/A	#N/A	#N/A	P
102656	20ZPTSX24 MELLO YELLO	9311	Memphis TN Production	9311	Memphis TN Production	R	42	16/20/24/600ML	3x3 PALLETS
103408	EVIAN MNRL WTR	1013065	College Park GA Production	1013065	DANONE WATERS OF AMERICA INC	#N/A	#N/A	#N/A	P
103886	2.5GBIBX1 COCA-COLA	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103887	2.5GBIBX1 DT COKE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103888	2.5GBIBX1 CHRY COKE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
103889	2.5GBIBX1 SPRITE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
104134	2.5GBIBX1 CF DT COKE	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
116832	24ZPT4X6P DAS	9164	College Park GA Production	7921	Eagan MN Production	R	36	N/A	3x3 PALLETS
118838	24Z X1 TUMBLER ER	1013065	ENTERPRISES INC	1013065	ENTERPRISES INC	#N/A	#N/A	#N/A	P
119790	20ZPTSX24 SPRITE ZRO	9164	College Park GA Production	9164	College Park GA Production	#N/A	#N/A	#N/A	P
126819	12ZCN2X12P VAN COKE ZRO FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
144671	2.5GBIBX1 FUZE T UNSWT	1013100	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
144679	2.5GBIBX1 GP RBRY T	2651	Knoxville TN Sales	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0

146879	355MLNR24P FA GRP MX	9164	College Park GA Production	1188878	MEXICAN COKE	MISSING	0	N/A	0
146881	355MLNR24P FA SBRY MX	9164	College Park GA Production	1188878	MEXICAN COKE	MISSING	0	N/A	0
103186	8ZNR4X6P COCA-COLA P2	9163	Marietta GA Production	9163	Marietta GA Production	R	54	N/A	3x3 PALLETS
104153	2.5GBIBX1 HI-C ORNG	1013100	Knoxville TN Sales Cleveland TN	1013100	ATLANTA SYRUP PLANT	MISSING	0	N/A	0
114025	12ZCN20P MELLO YELLO	9191	Production	9191	Cleveland TN Production	R	96	N/A	3x3 PALLETS
112309	20ZPTSX24 DAS	9164	College Park GA Production	7660	New Orleans LA Production	R	42	16/20/24/600ML	3x3 PALLETS
118841	24Z X1 TUMBLER CR	1013065	GET ENTERPRISES INC	1013065	GET ENTERPRISES INC	#N/A	#N/A	#N/A	P
118840	32Z X1 TUMBLER ER	1013065	GET ENTERPRISES INC	1013065	GET ENTERPRISES INC	#N/A	#N/A	#N/A	P
131610	22ZPTX12 NOS FRT PNCH	9164	College Park GA Production	9084	Tampa FL Production	R	84	N/A	3x3 PALLETS
125596	12ZPTS3X8P COCA-COLA	9193	Cleveland TN Production 2	9191	Cleveland TN Production	#N/A	#N/A	#N/A	P
132612	2LPTSX8 MM PNK LMNAD	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134386	500MLPT32P DAS	1014435	HOWARD (MILESBURG) WATER PLANT	1014435	HOWARD (MILESBURG) WATER PLANT	MISSING	0	N/A	0
134212	2LPTSX8 COKE CHRY ZRO	9163	Marietta GA Production	9163	Marietta GA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
135250	500MLPT4X6P GP DT T	9164	College Park GA Production	1014435	UNITED CHATTANOOGA	MISSING	0	N/A	0
137785	12ZCNX24 MNSTR ENGY	9164	College Park GA Production	1160923	HANSEN BEVERAGE	MISSING	0	N/A	0
137788	EX STR 12ZCNX24	9164	College Park GA Production	1160923	HANSEN BEVERAGE	MISSING	0	N/A	0
144864	MNSTR ENGY EX STR	9164	College Park GA Production	1160923	COMPANY COMPANY	MISSING	0	N/A	0
144864	500MLPT4X6P MELLO YELLO	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	56	N/A	3x3 PALLETS

Classified - Confidential

MATNR	SKU List MATDESC	Current Source Point		Morristown Current Production Source		PALL_TYP- Current Prod Source	Current Production Source Versioning		
		Current Source Point	Current Sourcing Point Desc	Current Production Location	Current Production Location Desc		PALL_CONFIG - Current Prod Source	IMPLIEDEEMPTY - Current Prod Source	pallet type - Current Prod Source
137784	12ZCNX24 MNSTR ENGY EX STR	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146294	23ZCNX12 PEACE T SWT LMN T	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146295	23ZCNX12 PEACE T CADDY SHAC	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146296	23ZCNX12 PEACE T GRNT	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146297	23ZCNX12 PEACE T RAZZLEBRY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146772	15ZCN6X4P MNSTR MUSCLE CHOC	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
146871	16ZCNX12 NOS CHARGED CTRS Z	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	3x3 PALLETS
146773	15ZCN6X4P MNSTR MUSCLE VAN	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147002	3ZPTX6 GLAC VW ZRO DRPS XXX	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
147003	3ZPTX6 GLAC VW ZRO DRPS RIS	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
147004	3ZPTX6 GLAC VW ZRO DRPS SQZ	9164	College Park GA Production	7822	Indianapolis IN Production	R	400	N/A	3x3 PALLETS
147097	1.9ZPTX6 MM DRP FRT PNCH	9164	College Park GA Production	1014435	CELMARK INTERNATIONAL	MISSING	0	N/A	0
147103	12ZCN2X12P DAS SPKLG LMN FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146883	355MLNR24P FA PAPL MX	9164	College Park GA Production	1188878	MEXICAN COKE CELMARK	MISSING	0	N/A	0
147098	1.9ZPTX6 MM DRPS MNGO TRPCL	9164	College Park GA Production	1014435	INTERNATIONAL College Park GA	MISSING	0	N/A	0
147099	12ZCN2X12P DAS SPKLG LIM FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
147101	12ZCN2X12P DAS SPKLG BRY FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
147105	12ZCN2X12P DAS SPKLG APL FP	9164	College Park GA Production	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
147157	20ZPTX24 SPRITE 6 MIX	9164	College Park GA Production	9164	College Park GA Production	R	42	0	3x3 PALLETS
147161	19.2ZCNX24 SPRITE 6 MIX	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	60	N/A	CHEP PALLETS (BLUE)
147201	32ZPTX15 PA TRPCL MNGO	1014435	UNITED CHATTANOOGA	1014435	CHATTANOOGA Cleveland TN	MISSING	0	N/A	0
147246	16ZCNBLKX12 NOS CHARGED CTR	9193	Cleveland TN Production 2	9191	Cleveland TN Production	R	108	N/A	3x3 PALLETS
147293	23ZCNX12 PEACE T GA PCH	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147310	16ZCN6X4P MNSTR ENGY ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147313	11.5ZCNX12 GLAC VW ENGY SBR	9164	College Park GA Production	1014435	AZPACK Canning Company	MISSING	0	N/A	0
147315	11.5ZCNX12 GLAC VW ENGY BRY	9164	College Park GA Production	1014435	AZPACK Canning Company	MISSING	0	N/A	0
147317	11.5ZCNX12 GLAC VW ENGY ORN	9164	College Park GA Production	1014435	AZPACK Canning Company	MISSING	0	N/A	0
146797	15ZCN6X4P MNSTR MUSCLE PNT	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147096	1.9ZPTX6 MM DRPS RBRY LMNAD	9164	College Park GA Production	1014435	CELMARK INTERNATIONAL	MISSING	0	N/A	0
147213	64ZPTX8 GP UNSWT BLK T	9164	College Park GA Production	1014435	NORTHAMPTON THERMAL PLANT	#N/A	#N/A	#N/A	P
147291	23ZCNX12 PEACE T PNK LMNAD	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147292	23ZCNX12 PEACE T SNO BRY	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147294	23ZCNX12 PEACE T TX STYL SW	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147307	2LPSTX8 DR PEP VAN FLOAT	9163	Marietta GA Production	9163	Marietta GA Production	#N/A	#N/A	#N/A	P

147469	355 ML MEXICAN CLASSIC FIFA 1.9ZPTX6 MM DRPS	9164	College Park GA Production	1188878	MEXICAN COKE CELMARK	#N/A	#N/A	#N/A	P
147095	64ZPTX8 GP SWT BLK T	9164	College Park GA Production	1014435	INTERNATIONAL NORTHAMPTON THERMAL PLANT	MISSING	0	N/A	0
146817	3ZPTX6 GLAC VW ZRO DRPS REV	9164	College Park GA Production	1014435	Indianapolis IN	#N/A	#N/A	#N/A	P
147005	12ZCN2X12P DR PEP VAN FLOAT	9164	Cleveland TN Production	7822	Cleveland TN	R	400	N/A	3x3 PALLETS
147306	24ZCNX12 MNSTR ZRO ULTRA	9164	College Park GA Production	1160923	HANSEN BEVERAGE COMPANY	MISSING	0	N/A	0
147472	22ZPTX12 NOS CHRGD CTRS	9164	College Park GA Production	9084	Tampa FL	#N/A	#N/A	#N/A	P
135823	12ZPET X12 V8 VFSON CRANBRY BLKBRY	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
146206	2.5GBIB X1 SEAG GINGER ALE	1013100	#N/A	1013100	#N/A	MISSING	0	N/A	0
136677	2.77# X12 PWA MTN BERRY BLAST PWDR	1014435	UNITED CHATTANOOGA Marietta GA	1014435	UNITED CHATTANOOGA Marietta GA	MISSING	0	N/A	0
146621	2LPETSMG 4X2P DR PEPPER	9163	Production	9163	Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
138305	8ZNR 1X12P COCA-COLA PARTY TUB	9164	College Park GA Production	9164	College Park GA Production	R	54	N/A	3x3 PALLETS
100233	SHELLS 2L8 /PLASTIC SHELLS	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	P
100237	16/20/24/600ML SHELLS	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
100238	.5L/355ML/12OZPET SHELLS 1LT 12	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
100239	POCKET	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
100267	PALLETS REG. 40X48 PALLETS	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
100272	RED TIP	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
103175	8ZNR 4X6P CLASSIC PR1 CHEP PALLETS	9163	Marietta GA Production	9163	Marietta GA Production	R	54	N/A	3x3 PALLETS
114390	(BLUE) 40X48 PALLETS	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
118381	REG RECYCLE TOTE	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
129080	EMPTY SHELLS 2L8	9191	Cleveland TN Production	9191	Cleveland TN Production	#N/A	#N/A	#N/A	P
132550	CNTR/BOLT 12ZPET 24P DT	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P
133260	COKE 12ZCN12P COCA-COLA HOME	9193	Cleveland TN Production 2	9193	Cleveland TN Production 2	R	60	N/A	3x3 PALLETS
147257	DEPOT BACK PACK PALLETS PLASTIC	9164	College Park GA Production	9164	College Park GA Production	R	36	N/A	3x3 PALLETS
404356	37X37	0	#N/A	0	#N/A	#N/A	#N/A	#N/A	P

Classified - Confidential

## Johnson City

SKU List		Secondary Production Source		Secondary Production Source Versioning			
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	pallet type - Alternate Prod Source
100278	12ZCN4X6P COCA-COLA	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100281	12ZCN4X6P DT COKE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100287	12ZCN4X6P SPRITE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100722	12ZCN24P COCA-COLA	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100724	12ZCN24P DT COKE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100933	12ZCN20P COCA-COLA	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
100935	12ZCN20P DT COKE	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
100937	12ZCN20P SPRITE	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
101728	20ZPTX24 PA MTN BRY BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102579	20ZPTX24 CF DT COKE	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
102752	20ZPTX24 PA FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103029	20ZPTX24 SPRITE	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
103172	8ZNR4X6P COCA-COLA	7822	Indianapolis IN Production	R	54	N/A	3x3 PALLETS
103326	1LPT2X6P EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103369	1LPTX12 EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103769	500MLPT4X6P EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103895	2.5GBIBX1 HI-C PNK LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104139	2.5GBIBX1 MELLO YELLO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104148	2.5GBIBX1 HI-C FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104235	2.5GBIBX1 BQ RTBEER	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104239	2.5GBIBX1 PA MTN BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104633	20LBCYLX1 CO2 FU#2	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
109147	2.5GBIBX1 MM LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
112260	1LPTX12 DAS	7541	Philadelphia PA Production	R	56	N/A	40X48 PALLETS RED TIP
112795	500MLPT4X6P DAS	8264	Hollywood FL Production	R	56	N/A	3x3 PALLETS
113141	2.5GBIB X1 MM ORC BST ORG BLND	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
113143	2.5GBIB X1 MM ORC BST CRNBY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
114756	20ZPTX24 FA ORNG	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
114929	500MLPT2X12P DAS	8264	Hollywood FL Production	R	56	N/A	3x3 PALLETS
115304	20ZPTX24 MM LMNAD	8139	Silver Spring MD Production	R	42	N/A	3x3 PALLETS
115468	2.5GBIBX1 PIBB XTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
115583	12ZCN2X12P COCA-COLA FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
115584	12ZCN2X12P DT COKE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
115585	12ZCN2X12P CF DT COKE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
115586	12ZCN2X12P SPRITE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116015	12ZCN24P FA ORNG	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116149	12ZCN2X12P BQ RTBEER FP	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
116150	12ZCN2X12P MELLO YELLO FP	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
116151	12ZCN2X12P FA ORNG FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116153	12ZCN2X12P CF COCA-COLA FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116305	12ZCN2X12P CHRY COKE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116306	12ZCN2X12P DT CHRY COKE FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
116307	12ZCN2X12P FRESCA FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116308	12ZCN2X12P BQ DT RTBEER FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
116309	12ZCN2X12P PIBB XTRA FP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116320	12ZCN2X12P MM LMNAD FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116366	500MLPT24P DAS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
116456	12ZCN2X12P MM LT LMNAD FP	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
116460	12ZCN2X12P FA SBRY FP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116470	12ZCN2X12P FA GRP FP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116629	20ZPTX24 VAN COKE	8264	Hollywood FL Production	R	42	N/A	3x3 PALLETS

116662	12ZCN2X12P VAN COKE FP	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
117119	2.5GBIBX1 FA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
117687	20ZPTX24 PA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
117817	2.5GBIB X1 MMAID LT LEMONADE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119311	12ZCN2X12P DT COKE LIM FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
119451	16ZCNX24 FULL THR	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
119516	300MLPTX24 DAS	7522	Maspeth NY Production	R	80	N/A	3x3 PALLETS
119702	450MLPTX24 MM JTG APL J	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119703	450MLPTX24 MM JTG CRNAPL RB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119706	450MLPTX24 MM JTG CRN GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119707	450MLPTX24 MM JTG ORNG J	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119791	12ZCN2X12P SPRITE ZRO FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
119827	20ZPTX24 DT COKE	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
121508	12ZCN2X12P DT COKE SPLNDA F	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
121750	12ZCN2X12P COCA- COLA ZRO FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
122109	12ZCN2X12P FRESCA PCH FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS

Classified - Confidential

Johnson City							
SKU List		Secondary Production Source		Secondary Production Source Versioning			
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	pallet type - Alternate Prod Source
122151	2.5GBIBX1 COCA-COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
122327	12ZCN2X12P FA ORNG ZRO FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
122366	355MLNR24P COCA-COLA MX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123142	2.5GBIB X1 SEAG TONIC 12ZCN24P COCA-COLA ZRO SC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123159	ZRO SC	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
123367	32ZPTX15 PA FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123369	32ZPTX15 PA LMN LIM 32ZPTX15 PA MTN BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123371	BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123372	32ZPTX15 PA ORNG 12ZCN20P COCA-COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
124359	ZRO	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
124384	12ZCN24P SPRITE SC	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
124580	10ZPTX24 MM JTG APL J 10ZPTX24 MM JTG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
124581	ORNG J	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125491	12ZCN2X12P COKE CHRY ZRO FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
125622	20ZPT3X8P PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125623	20ZPT3X8P PA ORNG 20ZPT3X8P PA FRT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125624	PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125625	20ZPT3X8P PA MTN BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125625	BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
126073	32ZPTX15 PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
126583	355MLNRX24 SPRITE MX 500MLPT4X6P COCA-COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
127105	COLA ZRO	8264	Hollywood FL Production	R	56	N/A	3x3 PALLETS
128037	22ZPTX12 NOS ENGY	8480	Abilene TX Production	R	84	N/A	3x3 PALLETS
128259	16ZCNX24 NOS ENGY 12ZPET X12 V8 VEG	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
128404	JUICE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128405	12ZPET X12 V8 SPICY HOT JUICE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128407	12ZPET X12 V8 VFSON POM BLBRY JU	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128408	12ZPET X12 V8 VFSON STWBR BAN JU	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128409	16ZPET X12 V8 SPLASH BERRY BLEND	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128410	16ZPET X12 V8 SPLASH STWBRY KIWI	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128411	16OZPET1X12LS V8 SPLASH TROP BLEND	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128419	2.5GBIBX1 GP GRNT 20ZPET X24 GLAC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129086	VITWTR DEFENSE 20ZPTX24 GLAC VW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129088	ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129089	20ZPTX24 GLAC VW ESNTL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129090	20ZPTX24 GLAC VW FOCUS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129093	20ZPTX24 GLAC VW PWR C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129095	20ZPTX24 GLAC VW REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129097	XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129252	1LPTX12 GLAC SMTWTR 1.5LPTX12 GLAC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129253	SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129254	20ZPTX24 GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129257	32ZPTX15 GLAC VW REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129258	32ZPTX15 GLAC VW PWR C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129274	20ZPET 12P GLAC VITWTR VARIETY PK 20ZPTX24 PA SBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129294	LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129295	32ZPTX15 PA SBRY LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129308	13.5ZPET X12 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

130466	32ZPTX15 PA ZRO SBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130467	32ZPTX15 PA ZRO GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	32ZPTX15 PA ZRO MXD						
130468	BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130470	20ZPT3X8P PA ZRO GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	20ZPT3X8P PA ZRO MXD						
130471	BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130493	16ZCNX24 NOS GRP	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
	32ZPTX15 GLAC VW						
130629	XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	700MLPTX24 GLAC						
132296	SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132394	16ZPTX24 DT COKE	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
132398	16ZPTX24 COCA-COLA	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
	16ZPTX24 COCA-COLA						
132399	ZRO	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
132400	16ZPTX24 SPRITE	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
132528	2LPTSX8 CF DT COKE	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132529	2LPTSX8 CHRY COKE	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132530	2LPTSX8 COCA-COLA	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132531	2LPTSX8 COCA-COLA	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132532	2LPTSX8 DT COKE	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132539	2LPTSX8 SPRITE ZRO	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132540	2LPTSX8 SPRITE	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132541	2LPTSX8 BQ RTBEER	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132542	2LPTSX8 FA GRP	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132543	2LPTSX8 FA ORNG	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132545	2LPTSX8 FRESCA	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132546	2LPTSX8 MELLO YELLO	8042	Sandston VA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132551	2LPTSX8 MM LMNAD	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
	2.5GBIBX1 GP PREM						
132766	UNSWT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPTX12 HA						
132858	ORGANIC ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential



## Johnson City

MATNR	SKU List MATDESC	Secondary Production Source		Secondary Production Source Versioning			pallet type - Alternate Prod Source
		Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	
132859	16.9ZPTX12 HA ORGANIC POM B	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132861	16.9ZPTX12 HT ORGANIC HNY G	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133102	16ZCNX24 MNSTR KHAOS ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133108	16ZCN6X4P MNSTR LO CARB ENG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133109	16ZCN6X4P MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133129	16ZCNX24 MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133131	16ZCNX24 MNSTR LO CARB ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133132	16ZCNX24 MNSTR ASSAULT ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133133	16ZCAN X24 MONSTER M 80 ENGY + JUICE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133145	24ZCNX12 MEGA MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133147	24ZCNX12 MEGA MNSTR LO CARB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133153	16ZCN6X4P MNSTR KHAOS ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134837	32ZPTX15 PA ZRO ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134838	32ZPTX15 PA ZRO LMN LIM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134846	355MLNRG 24P FTA ORANGE MEX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134923	15ZCNX12 JAVA MNSTR IRISH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134926	15ZCNX12 JAVA MNSTR MEAN BE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134929	15ZCNX12 JAVA MNSTR LOCA MO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135239	1LPT2X6P GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135245	7.5ZCN3X8P COCA- COLA	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135246	7.5ZCN3X8P COCA- COLA ZRO	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135247	7.5ZCN3X8P DT COKE	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135248	7.5ZCN3X8P SPRITE	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135249	500MLPT4X6P GP SWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135251	16ZCNX12 FULL THR RED BRY	7830	Portland IN Production	R	160	N/A	40X48 PALLETS RED TIP
135279	7.5ZCN3X8P FA ORNG	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135333	18.5ZPTX12 GP SWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135334	18.5ZPTX12 GP DT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135335	18.5ZPTX12 GP LMN SWT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135336	18.5ZPTX12 GP GRNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135337	18.5ZPTX12 GP UNSWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135450	12ZPT3X8P DAS	7921	Eagan MN Production	R	72	N/A	3x3 PALLETS
135478	10.1ZPTX12 TUM YUM ORNG-ARI	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135479	10.1ZPTX12 TUM YUM VERY BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135481	10.1ZPTX12 TUM YUM GRNST AP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135482	10.1ZPTX12 TUM YUM SOURSTNL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135565	16ZCNX24 FULL THR BLU AG	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
135573	32ZPTX15 PA WHT CHRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135589	10.1ZPTX12 TUM YUM FRTABULS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136106	20ZPTX24 GLAC VWZ XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136107	20ZPTX24 GLAC VWZ SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136108	20ZPTX24 GLAC VWZ RISE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136109	20ZPTX24 GLAC VWZ GO GO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136494	16ZCNX12 NOS LOADED CHRY EN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

136525	16.9ZPTX12 HT ORGANIC HLF T 16ZCN2X10P MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136793	16ZCN2X10P MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136794	16ZCN2X10P MNSTR LO CARB EN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137072	1.25LPPTSX12 COCA- COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137073	1.25LPPTSX12 DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137074	1.25LPPTSX12 COCA- COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137075	1.25LPPTSX12 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137076	1.25LPPTSX12 FA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137113	16ZCN6X4P MNSTR ENGY ABS ZR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137325	2ZPTX12 WORX ENGY EX STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137400	16ZCNX24 MNSTR ENGY ABS ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137699	15ZCNX12 JAVA MNSTR VAN LT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137700	15ZCNX12 JAVA MNSTR KONA BL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137763	32ZPTX15 PA ZRO FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137765	20ZPTX24 GLAC VWZ GLOW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137799	20ZPT3X8P PA ZRO FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137830	16.9ZPTX12 FUZE SLNDRZ CRNB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137831	16.9ZPTX12 FUZE SLNDRZ SBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137832	16.9ZPTX12 FUZE SLNDRZ BLUB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137833	16.9ZPTX12 FUZE SLNDRZ TRPC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137834	16.9ZPTX12 FUZE SLNDRZ POM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137836	16.9ZPTX12 FUZE PCH MNGO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137837	16.9ZPTX12 FUZE BAN COL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137869	16ZCNX12 NOS CHARGED CTRS	8588	Gulfgate TX Production	R	80	N/A	3x3 PALLETS
137910	16ZPTX24 CHRY COKE	9511	Twinsburg OH Production	R	56	N/A	3x3 PALLETS
138036	15.5ZCNX24 MNSTR REHAB T LM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138037	15.5ZCNX24 MNSTR REHAB T L	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138045	5ZNRX24 MNSTR ENGY M3 SPR C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138303	20ZPET 12P GLAC VITWTR ZERO VARIETY PK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138319	23ZCNX12 MNSTR REHAB T LMNA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential

Johnson City

SKU List		Secondary Production Source		Secondary Production Source Versioning			pallet type - Alternate Prod Source
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	
138320	24ZCNX12 MNSTR ENGY ABS ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138563	15.5ZCNX24 MNSTR REHB GRNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138564	15.5ZCNX24 MNSTR REHB ROJO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138582	15.5ZCN6X4P MNSTR REHB ROJO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
142716	16.9ZPT4X6P GLAC VW XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
142717	16.9ZPT4X6P GLAC VW PWR C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
142718	16.9ZPT4X6P GLAC VW REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
142719	16.9ZPT4X6P GLAC VWZ XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
142720	16.9ZPT4X6P GLAC VWZ SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
142721	16.9ZPT4X6P GLAC VWZ RISE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143857	15.5ZCN2X10P MNSTR REHAB T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143893	16.9ZPTX12 HT ORGANIC NOT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143900	16ZCN2X10P MNSTR ENGY ABS Z	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143911	16.9ZNRX12 MNSTR ENGY UBERM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143932	18.5ZPTX12 GP LMNAD T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144088	16ZCAN X24 FANTA ORANGE			#N/A	#N/A	#N/A	#N/A
144089	16ZCNX24 SPRITE	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
144163	15.5ZCNX24 MNSTR REHB ORNGA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144169	12ZPT2X12P PA MTN BRY BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144170	12ZPT2X12P PA FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144171	450MLPTX24 MM SBRY PSN JTG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144172	450MLPTX24 MM JTG FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144207	1.26LBCSTRX8 PA FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144208	1.22LBCSTRX8 PA MTN BRY BLS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144651	14ZPTX12 ZICO NTRAL CCNT WT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144652	11LTRAX12 ZICO NTRAL CCNT WT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144653	11.2ZTRAX12 ZICO NTRAL CCNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144659	14ZPTX12 ZICO CHOC 2.5GBIB X1 FUZE TEA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144675	RASB (5.50+1) 11.5ZPTX12 CORE PWR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144828	CHOC LT 11.5ZPTX12 CORE PWR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144829	SBRY BA 11.5ZPTX12 CORE PWR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144830	CHOC 26 11.5ZPTX12 CORE PWR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144831	VAN 26G 20ZPTX24 FUZE ICE T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144866	LMN 20ZPTX24 FUZE ICE T	8139	Silver Spring MD Production	R	48	N/A	3x3 PALLETS
144868	SBRY RE 1.9ZPTX6 DAS DRPS	8139	Silver Spring MD Production	R	48	N/A	3x3 PALLETS
144873	SBRY KIWI 1.9ZPTX6 DAS DRPS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144874	PNK LMNAD 1.9ZPTX6 DAS DRPS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144875	PAPL CCNT 1.9ZPTX6 DAS DRPS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144876	MXD BRY 500MLPT4X6P GLAC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145098	SMTWTR 16ZCNX24 MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145104	ENGY DUB BLR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

145105	16ZCNX24 MNSTR ZRO ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145106	15ZCNX12 JAVA MNSTR KONA CA 12ZCNX12 MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145126	ENGY EX STR 12ZCNX12 MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145127	ENGY EX STR 12ZCNX12 MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145128	ENGY EX STR 2LPTSX8 FUZE ICE T LMN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145158	2LPTSX8 FUZE ICE T SBRY RED	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
145159	12ZCN2X12P FUZE ICE T LMN F	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145160	12ZCN2X12P FUZE ICE T SBRY	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145170	12ZCN2X12P FUZE HLF T HLF L	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145171	20ZPTX24 GLAC VWZ PWR C	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145188	20ZPTX24 GLAC VWZ REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145206	355MLNR4X6P COCA- COLA MX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145235	16ZCNX24 DT COKE	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
145277	16ZCNX24 MNSTR ENGY DUB MAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145281	11TRAX12 ZICO CHOC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145309	16ZCN6X4P MNSTR ZRO ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145388	12ZPT2X12P PA ZRO MXD BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145482	12ZPT3X8P GLAC VW ESNTL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145491	12ZPT3X8P GLAC VW XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145493	12ZPT3X8P GLAC VW SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145496	16ZCN2X10P MNSTR ZRO ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145841	8ZCN2X12P MNSTR ZRO ULTRA F	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145842	20ZPTX24 GLAC VW SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145909	16.9ZPTX12 GLAC FW WTRMLN P	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145911	16.9ZPTX12 GLAC FW BLK RBRY	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145913	16.9ZPTX12 GLAC FW LMN LIM	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145915	16.9ZPTX12 GLAC FW ORNG MNG	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145917	16.9ZPTX12 GLAC FW SBRYKIWI	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145919	15.5ZCNX24 MNSTR REHAB PNK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145929	14ZPTX12 ZICO PAPL CCNT WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145930	12ZCN4X6P FULL THR 7.5ZCN2X12P MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145932	REHAB T L	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145962							

Classified - Confidential

Johnson City

MATNR	SKU List	Secondary Production Source		Secondary Production Source Versioning			pallet type - Alternate Prod Source
		Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	
145963	8ZCN2X12P MNSTR LO CARB ENG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145964	8ZCN2X12P MNSTR ENGY FP 8ZCN2X12P MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145965	ABS ZR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145967	3ZPTX15 PA MLN 1.9ZPTX6 DAS DRPS CHRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145984	POM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145985	1.9ZPTX6 DAS DRPS GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145996	12ZCN4X6P NOS ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145998	16ZCNX12 NOS ZRO	7830	Portland IN Production	R	160	N/A	40X48 PALLETS RED TIP
146042	2LPTSX8 SG GALE	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
146125	12ZCN2X12P SG GALE FP 3ZPTX6 PA ZRO DRPS MTN	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
146287	BRY 3ZPTX6 PA ZRO DRPS FRT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146288	PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146289	3ZPTX6 PA ZRO DRPS ORNG 16ZCNX24 MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146300	ULTRA B	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146301	15ZCNX12 MUSCLE MNSTR COF S	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146302	15ZCNX12 MNSTR MUSCLE CHOC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146303	15ZCNX12 MNSTR MUSCLE VAN W	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146333	12ZCN2X12P COCA-COLA ZRO CF	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146536	2LPTSX8 COCA-COLA ZRO CF	7660	New Orleans LA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
146676	11.5ZPTX12 CORE PWR BAN 26G	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146717	12ZCAN SLK 4X6P PB DT COKE PRI	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146770	16ZCN6X4P MNSTR ENGY ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146771	16ZCNX24 MNSTR ENGY ULTRA R	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146858	16ZCNX24 COCA-COLA CHILL P1	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146886	15.5ZCN6X4P MNSTR REHAB PNK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146937	15ZCNX12 MNSTR MUSCLE STBY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146980	16ZCAN X24 COCA-COLA ZERO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100283	12ZCN4X6P CF DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100304	12ZCN4X6P FA ORNG	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
100725	12ZCN24P CF DT COKE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100733	12ZCN24P MELLO YELLO	7921	Eagan MN Production	R	100	N/A	40X48 PALLETS
101998	1LPTX12 SPRITE	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
102748	20ZPTX24 BQ RTBEER	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
102751	20ZPTX24 PA LMN LIM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102759	20ZPTX24 CHRY COKE	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
102879	10ZNR 4X6P SEAG TONIC 10ZNR 4X6P SEAG CLUB	7822	Indianapolis IN Production	R	64	N/A	3x3 PALLETS
102881	SODA	7822	Indianapolis IN Production	R	64	N/A	3x3 PALLETS
102979	1LPTX12 DT COKE	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
103173	8ZNR4X6P DT COKE	7822	Indianapolis IN Production	R	54	N/A	3x3 PALLETS
103174	8ZNR4X6P SPRITE	7822	Indianapolis IN Production	R	54	N/A	3x3 PALLETS
103331	1LPTX12 SG CLB SODA	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS RED TIP
103332	1LPTX12 SG TONIC	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS
103370	1.5LPTX12 EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103410	330MLPT4X6P EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103503	1LPTX12 COCA-COLA	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
103936	5GBIBX1 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103938	5GBIBX1 DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103944	5GBIBX1 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104135	2.5GBIB X1 PADE FRUIT PUNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
113146	2.5GBIB X1 MM ORC BST PINAPPLE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
115313	20ZPTX24 FA GRP	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
116663	20ZPTX24 PIBB XTRA	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
117577	12ZCN2X12P TAB FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
119256	12ZCN20P FA ORNG	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
121039	20ZPTX24 DAS LMN	8042	Sandston VA Production	R	54	N/A	40X48 PALLETS RED TIP

121939	20ZPTX24 DAS SBRY 355MLNRG X24 CLASSIC	8042	Sandston VA Production	R	54	N/A	40X48 PALLETS RED TIP
122360	MEX COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123292	20ZPTX24 PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125492	20ZPTX24 COKE CHRY ZRO	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
125681	20ZPT3X8P PA LMN LIM 355MLNRG X24 FTA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
126582	ORANGE MEX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128401	12ZCN24P SPRITE ZRO SC	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
132527	2LPSTX8 CF COCA-COLA 2LPETS X8 MG FANTA	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132544	STRWBRY	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132547	2LPSTX8 PIBB XTRA	9311	Memphis TN Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132838	2.5GBIBX1 GP SOUTHERN STYLE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132862	16.9ZPTX12 HT ORGANIC PCH W	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134166	12ZPT3X8P SPRITE ZRO	8264	Hollywood FL Production	R	72	N/A	3x3 PALLETS
134848	20ZPTX24 FA ORNG ZRO	8139	Silver Spring MD Production	R	42	N/A	3x3 PALLETS
135287	7.5ZCN3X8P SPRITE ZRO	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
137863	12ZCN2X12P MELLO YELLO ZRO	9511	Twinsburg OH Production	R	104	N/A	3x3 PALLETS
137896	20ZPTX24 MELLO YELLO ZRO			#N/A	#N/A	#N/A	#N/A
144630	1LPSTX12 FUZE ICE T LMN	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS RED TIP
144632	1LPSTX12 FUZE HLF T HLF LMNA	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS RED TIP

Classified - Confidential

## Johnson City

MATNR	SKU List	Secondary Production Source		Secondary Production Source Versioning			pallet type - Alternate Prod Source
		Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEEMPTY - Alternate Prod Source	
144633	11LPTX12 FUZE BRY PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144634	11LPTX12 FUZE SBRY LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145161	12ZCN2X12P FUZE ICE T DT LM	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145483	12ZPT2X12P PA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145484	12ZPT2X12P PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145822	2LPTSX8 MM PCH	8557	Bissonnet TX Production	R	40	0	3x3 PALLETS
146045	11LPTX12 SG GALE 20ZPET X24 SEAG	7541	Philadelphia PA Production	R	40	N/A	PALLETS PLASTIC 37X37
146048	GINGER ALE	9084	Tampa FL Production	R	54	N/A	40X48 PALLETS RED TIP
146128	7.5ZCN3X8P SG GALE 16ZCNX24 MELLO			#N/A	#N/A	#N/A	#N/A
146336	YELLO	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
146727	12ZCN4X6P COCA-COLA PB	7803	Cincinnati OH Production	R	96	N/A	3x3 PALLETS
146728	12ZCN4X6P DT COKE PB	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
146729	12ZCN4X6P COCA-COLA ZRO PB	7803	Cincinnati OH Production	R	96	N/A	3x3 PALLETS
146730	12ZCN4X6P SPRITE PB	8163	Baltimore MD Production	R	96	N/A	3x3 PALLETS
146731	12ZCN4X6P FA ORNG PB	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
146960	15.2ZPTX24 MM TRPCL BLND	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146962	15.2ZPTX24 MM BRY BLND NEC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147038	19.2ZCAN X24 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147080	19.2ZCNX24 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147198	18.6ZCNX12 MNSTR ENGY IMPOR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
0	0	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102079	500MLPTS4X6P COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102080	500MLPTS4X6P SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102603	20ZPTSX24 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102656	20ZPTSX24 MELLO YELLO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103408	500MLPTX24 EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103887	2.5GBIBX1 DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103888	2.5GBIBX1 CHRY COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103889	2.5GBIBX1 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104134	2.5GBIBX1 CF DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
116832	24ZPT4X6P DAS			#N/A	#N/A	#N/A	#N/A
118838	24Z X1 TUMBLER ER 20ZPTSX24 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119790	ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
121146	12ZCN32P COCA-COLA	9281	Jacksonville FL Production	R	80	N/A	CHEP PALLETS (BLUE)
121147	12ZCN32P DT COKE	9281	Jacksonville FL Production	R	80	N/A	CHEP PALLETS (BLUE)
121149	12ZCN32P SPRITE	9281	Jacksonville FL Production	R	80	N/A	CHEP PALLETS (BLUE)
121751	20ZPTSX24 COCA-COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137324	2ZPTX12 WORX ENGY ORIG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146622	16ZCN24P NOS ENGY 500MLPTS4X6P DT			#N/A	#N/A	#N/A	#N/A
102081	COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102142	500MLPTS4X6P CF DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104153	2.5GBIBX1 HI-C ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
113098	500MLPTS4X6P DAS 12ZCN20P MELLO			#N/A	#N/A	#N/A	#N/A
114025	YELLO	7803	Cincinnati OH Production	R	96	N/A	3x3 PALLETS
114049	12ZCN4X6P VRTY PK CARB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
112309	20ZPTSX24 DAS 8ZNR24P COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
116485	CLB	7822	Indianapolis IN Production	R	54	N/A	3x3 PALLETS
120443	500MLPTS4X6P SPRITE ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125596	12ZPTS3X8P COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125598	12ZPTS3X8P DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

126534	12ZPTS3X8P SPRITE 12ZCN32P COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
126813	ZRO	9281	Jacksonville FL Production	R	80	N/A	3x3 PALLETS
118841	24Z X1 TUMBLER CR 12ZPTS3X8P CF DT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
126528	COKE 12ZPTS3X8P COCA-	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125602	COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133259	12ZPT24P COCA-COLA 2LPTSX8 COKE CHRY	8139	Silver Spring MD Production	R	64	N/A	3x3 PALLETS
134212	ZRO	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134386	500MLPT32P DAS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134979	2LPT2X4P DT COKE	7520	Elmsford NY Production	R	40	N/A	CHEP PALLETS (BLUE)
135250	500MLPT4X6P GP DT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134978	2LPT2X4P COCA-COLA 20ZPTX24 GLAC VW	7520	Elmsford NY Production	R	40	N/A	CHEP PALLETS (BLUE)
129096	VITAL-T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136105	2LPT2X4P SPRITE 500MLPT4X6P MELLO	7520	Elmsford NY Production	R	40	N/A	CHEP PALLETS (BLUE)
144864	YELLO			#N/A	#N/A	#N/A	#N/A
138204	500MLPT24P DAS MP 23ZCNX12 PEACE T	8714	Downey CA Production	R	72	N/A	CHEP PALLETS (BLUE)
146295	CADDY SHAC 15ZCN6X4P MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146772	MUSCLE CHOC 15ZCN6X4P MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146773	MUSCLE VAN 3ZPTX6 GLAC VW ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147003	DRPS RIS 23ZCNX12 PEACE T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146294	SWT LMN T 23ZCNX12 PEACE T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146297	RAZZLEBRY 23ZCNX12 PEACE T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146296	GRNT 64ZPTX8 GP SWT BLK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146817	T 16ZCNX12 NOS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146871	CHARGED CTRS Z	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential



Johnson City							
SKU List		Secondary Production Source		Secondary Production Source Versioning			
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP -	PALL_CONFIG -	IMPLIEEMPTY -	pallet type - Alternate Prod Source
				Alternate Prod Source	Alternate Prod Source	Alternate Prod Source	
147004	3ZPTX6 GLAC VW ZRO DRPS SQZ	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147099	12ZCN2X12P DAS SPKLG LIM FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147101	12ZCN2X12P DAS SPKLG BRY FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147103	12ZCN2X12P DAS SPKLG LMN FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147161	19.2ZCNX24 SPRITE 6 MIX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147186	20ZPTX24 GLAC VWZ FOCUS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147201	32ZPTX15 PA TRPCL MNGO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147293	23ZCNX12 PEACE T GA PCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147294	23ZCNX12 PEACE T TX STYL SW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147310	16ZCN6X4P MNSTR ENGY ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147313	11.5ZCNX12 GLAC VW ENGY SBR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147322	24ZCNX12 MNSTR ZRO ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146797	15ZCN6X4P MNSTR MUSCLE PNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147002	3ZPTX6 GLAC VW ZRO DRPS XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147005	3ZPTX6 GLAC VW ZRO DRPS REV	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147097	1.9ZPTX6 MM DRP FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147098	1.9ZPTX6 MM DRPS MNGO TRPCL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147105	12ZCN2X12P DAS SPKLG APL FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147157	20ZPTX24 SPRITE 6 MIX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147291	23ZCNX12 PEACE T PNK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147292	23ZCNX12 PEACE T SNO BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147315	11.5ZCNX12 GLAC VW ENGY BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147317	11.5ZCNX12 GLAC VW ENGY ORN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147096	1.9ZPTX6 MM DRPS RBRY LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147246	16ZCNBLKX12 NOS CHARGED CTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147469	355 ML MEXICAN CLASSIC FIFA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147095	1.9ZPTX6 MM DRPS LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147213	64ZPTX8 GP UNSWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147472	22ZPTX12 NOS CHRGD CTRS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133031	16.9ZPET X12 HNST ADE ORGANIC SUPRFRT PU	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135823	12ZPET X12 V8 VFSON	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144679	CRANBRY BLKBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146628	2.5GBIBX1 GP RBRY T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146206	19.2ZCAN X24 COCA-COLA CHERRY ZERO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100237	2.5GBIB X1 SEAG GINGER ALE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100238	SHELLS 16/20/24/600ML	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100239	SHELLS .5L/355ML/12OZPET	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100252	SHELLS 1LT 12 POCKET	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100267	CO2 CYL 20LB#2 EMPTY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100272	PALLETS REG.	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103175	40X48 PALLETS RED TIP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104136	8ZNR 4X6P CLASSIC PR1	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
113142	2.5GBIB X1 PADE LEMON LIME	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
114390	2.5GBIB X1 MM ORC BST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
118381	APPLE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
118840	CHEP PALLETS (BLUE)	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129080	40X48 PALLETS REG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132550	32Z X1 TUMBLER ER	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132612	RECYCLE TOTE EMPTY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133260	SHELLS 2L8 CNTR/BOLT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137639	2LPTSX8 MM PNK LMNAD	9084	Tampa FL Production	R	40	CNTR/BOLT	3x3 PALLETS
143874	12ZPET 24P DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146574	12ZCAN SLK 4X6P PB DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146574	500MLPETC 4X6P CLASSIC P1	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146574	12ZCAN 35P COKE CLASSIC	9281	Jacksonville FL Production	#N/A	#N/A	#N/A	#N/A

146575	12ZCAN 35P DT COKE	9281	Jacksonville FL Production	#N/A	#N/A	#N/A	#N/A
146576	12ZCAN 35P SPRITE	9281	Jacksonville FL Production	#N/A	#N/A	#N/A	#N/A
146654	19.2ZCAN 2X12P COCA-COLA ZERO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147257	12ZCN12P COCA-COLA HOME DEPOT BACK PACK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146156	10.1ZPET 1X15P TUM YUM VARIETY PK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
404356	PALLETS PLASTIC 37X37	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential

Morristown							
SKU List		Secondary Production Source		Secondary Production Source Versioning			
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP -	PALL_CONFIG -	IMPLIEEMPTY -	pallet type - Alternate Prod Source
				Alternate Prod Source	Alternate Prod Source	Alternate Prod Source	
100278	12ZCN4X6P COCA-COLA	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100281	12ZCN4X6P DT COKE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100287	12ZCN4X6P SPRITE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100722	12ZCN24P COCA-COLA	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100724	12ZCN24P DT COKE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100933	12ZCN20P COCA-COLA	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
100935	12ZCN20P DT COKE	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
100937	12ZCN20P SPRITE	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
101728	20ZPTX24 PA MTN BRY BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102279	500MLPT4X6P COCA-COLA			#N/A	#N/A	#N/A	#N/A
102280	500MLPT4X6P DT COKE			#N/A	#N/A	#N/A	#N/A
102281	500MLPT4X6P SPRITE			#N/A	#N/A	#N/A	#N/A
102579	20ZPTX24 CF DT COKE	9082	Orlando FL Production	R	54	N/A	40X48 PALLETS RED TIP
102752	20ZPTX24 PA FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102782	20ZPTX24 MELLO YELLO			#N/A	#N/A	#N/A	#N/A
103029	20ZPTX24 SPRITE	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
103172	8ZNR4X6P COCA-COLA	7822	Indianapolis IN Production	R	54	N/A	3x3 PALLETS
103326	1LPTX12 EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103369	500MLPT4X6P EVIAN WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103769	500MLPT4X6P EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103895	2.5GBIBX1 HI-C PNK LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103996	5GBIBX1 DR PEP	7221	San Antonio TX Production	R	36	N/A	CHEP PALLETS (BLUE)
104139	2.5GBIBX1 MELLO YELLO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104148	2.5GBIBX1 HI-C FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104235	2.5GBIBX1 BQ RTBEER	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104239	2.5GBIBX1 PA MTN BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104633	20LBCYLX1 CO2 FU#2	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
109147	2.5GBIBX1 MM LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
112259	20ZPTX24 DAS	9281	Jacksonville FL Production	R	54	N/A	40X48 PALLETS RED TIP
112260	1LPTX12 DAS	7541	Philadelphia PA Production	R	56	N/A	40X48 PALLETS RED TIP
112795	500MLPT4X6P DAS	8264	Hollywood FL Production	R	56	N/A	3x3 PALLETS
114756	20ZPTX24 FA ORNG	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
114929	500MLPT2X12P DAS	8264	Hollywood FL Production	R	56	N/A	3x3 PALLETS
115304	20ZPTX24 MM LMNAD	8139	Silver Spring MD Production	R	42	N/A	3x3 PALLETS
115468	2.5GBIBX1 PIBB XTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
115583	12ZCN2X12P COCA-COLA FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
115584	12ZCN2X12P DT COKE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
115585	12ZCN2X12P CF DT COKE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
115586	12ZCN2X12P SPRITE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116015	12ZCN24P FA ORNG	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116149	12ZCN2X12P BQ RTBEER FP	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
116150	12ZCN2X12P MELLO YELLO FP	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
116151	12ZCN2X12P FA ORNG FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116153	12ZCN2X12P CF COCA-COLA FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116305	12ZCN2X12P CHRY COKE FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116306	12ZCN2X12P DT CHRY COKE FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
116307	12ZCN2X12P FRESCA FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116308	12ZCN2X12P BQ DT RTBEER FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
116309	12ZCN2X12P PIBB XTRA FP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116320	12ZCN2X12P MM LMNAD FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116366	500MLPT24P DAS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
116456	12ZCN2X12P MM LT LMNAD FP	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
116460	12ZCN2X12P FA SBRY FP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116470	12ZCN2X12P FA GRP FP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
116472	12ZCN2X12P MM PNK LMNAD FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
116533	20ZPTX24 MM PNK LMNAD			#N/A	#N/A	#N/A	#N/A
116629	20ZPTX24 VAN COKE	8264	Hollywood FL Production	R	42	N/A	3x3 PALLETS

116662	12ZCN2X12P VAN COKE FP	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
117119	2.5GBIBX1 FA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
117603	12ZCN2X12P DR PEP FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
117604	12ZCN2X12P DT DR PEP FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
117606	12ZCN2X12P CF DT DR PEP FP	9307	West Memphis AR Production	R	104	N/A	3x3 PALLETS
117634	12ZCN4X6P DR PEP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
117687	20ZPTX24 PA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
117783	12ZCN20P DR PEP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
117794	12ZCN20P DT DR PEP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
117817	2.5GBIBX1 MM LT LMNAD 12ZCN2X12P DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119311	LIM FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS 40X48 PALLETS
119451	16ZCNX24 FULL THR	7830	Portland IN Production	R	80	N/A	RED TIP
119516	300MLPTX24 DAS	7522	Maspeth NY Production	R	80	N/A	3x3 PALLETS
119702	450MLPTX24 MM JTG APL J	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119703	450MLPTX24 MM JTG CRNAPL RB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119706	450MLPTX24 MM JTG CRN GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119707	450MLPTX24 MM JTG ORNG J	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119791	12ZCN2X12P SPRITE ZRO FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
119826	20ZPTX24 COCA-COLA			#N/A	#N/A	#N/A	#N/A
119827	20ZPTX24 DT COKE	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
121508	12ZCN2X12P COCA-COLA SPLNDA F	9281	Jacksonville FL Production	R	104	N/A	3x3 PALLETS
121750	12ZCN2X12P COCA-COLA ZRO FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
122151	2.5GBIBX1 COCA-COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
122327	12ZCN2X12P FA ORNG ZRO FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
122366	355MLNR24P COCA-COLA MX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123159	12ZCN24P COCA-COLA ZRO SC	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
123367	32ZPTX15 PA FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123369	32ZPTX15 PA LMN LIM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123371	32ZPTX15 PA MTN BRY			#N/A	#N/A	#N/A	#N/A
123371	BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123372	32ZPTX15 PA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
123704	12ZCN24P DR PEP SC	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
123809	12ZCN24P DT DR PEP SC	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
124359	12ZCN20P COCA-COLA ZRO	9164	College Park GA Production	R	96	N/A	3x3 PALLETS
124384	12ZCN24P SPRITE SC	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
124580	10ZPTX24 MM JTG APL J 10ZPTX24 MM JTG ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
124581	12ZCN2X12P COKE CHRY J	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125491	12ZCN2X12P COKE CHRY ZRO FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
125622	20ZPT3X8P PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125623	20ZPT3X8P PA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125624	20ZPT3X8P PA FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125624	20ZPT3X8P PA MTN BRY			#N/A	#N/A	#N/A	#N/A
125625	BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
126073	32ZPTX15 PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
126583	355MLNRX24 SPRITE MX 500MLPT4X6P COCA- COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
127105	22ZPTX12 NOS ENGY	8264	Hollywood FL Production	R	56	N/A	3x3 PALLETS
128037	22ZPTX12 NOS ENGY	8480	Abilene TX Production	R	84	N/A	3x3 PALLETS 40X48 PALLETS
128259	16ZCNX24 NOS ENGY	7830	Portland IN Production	R	80	N/A	RED TIP
128404	12ZPET X12 V8 VEG JUICE 12ZPET X12 V8 SPICY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128405	HOT JUICE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128407	12ZPET X12 V8 VFSON POM BLBRY JU	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128408	12ZPET X12 V8 VFSON STWBR BAN JU	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128408	16ZPET X12 V8 SPLASH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128409	BERRY BLEND	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128410	16ZPET X12 V8 SPLASH STWBRY KIWI	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential

Morristown							
SKU List		Secondary Production Source		Secondary Production Source Versioning			
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	pallet type - Alternate Prod Source
128411	160ZPETIX12LS V8	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128419	SPLASH TROP BLEND	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129086	2.5GBIBX1 GP GRNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129088	20ZPTX24 GLAC VW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129089	DEFENSE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129090	20ZPTX24 GLAC VW ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129093	20ZPTX24 GLAC VW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129095	ESNTL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129097	20ZPTX24 GLAC VW PWR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129252	C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129253	20ZPTX24 GLAC VW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129254	REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129257	20ZPTX24 GLAC VW XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129258	1LPTX12 GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129262	1.5LPTX12 GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129274	20ZPTX24 GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129294	32ZPTX15 GLAC VW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129295	REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129308	20ZPTX24 GLAC VW ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130466	20ZPT12P GLAC VW VRTY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130467	PK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130468	20ZPTX24 PA SBRY LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130470	32ZPTX15 PA SBRY LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130471	13.5ZPET X12 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130477	32ZPTX15 PA ZRO SBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130478	32ZPTX15 PA ZRO GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130479	32ZPTX15 PA ZRO MXD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130480	BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130481	20ZPT3X8P PA ZRO GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130482	20ZPT3X8P PA ZRO MXD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130483	BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
130493	16ZCNX24 NOS GRP	7830	Portland IN Production	R	80	N/A	#N/A
130629	32ZPTX15 GLAC VW XXX	Not Available	Not Available	#N/A	#N/A	#N/A	40X48 PALLETS RED TIP
131673	8.5ZALBX24 DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132296	700MLPTX24 GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132394	16ZPTX24 DT COKE	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
132398	16ZPTX24 COCA-COLA	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
132399	16ZPTX24 COCA-COLA ZRO	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
132400	16ZPTX24 SPRITE	9082	Orlando FL Production	R	70	N/A	40X48 PALLETS RED TIP
132528	2LPTSX8 CF DT COKE	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132529	2LPTSX8 CHRY COKE	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132530	2LPTSX8 COCA-COLA	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132531	2LPTSX8 COCA-COLA ZRO	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132532	2LPTSX8 DT COKE	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132539	2LPTSX8 SPRITE ZRO	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132540	2LPTSX8 SPRITE	9281	Jacksonville FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132541	2LPTSX8 BQ RTBEER	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132542	2LPTSX8 FA GRP	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132543	2LPTSX8 FA ORNG	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132545	2LPTSX8 FRESCA	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132546	2LPTSX8 MELLO YELLO	8042	Sandston VA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132551	2LPTSX8 MM LMNAD	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132606	2LPTSX8 DR PEP	7660	New Orleans LA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132607	2LPTSX8 DT DR PEP	7660	New Orleans LA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132766	2.5GBIBX1 GP PREM UNSWT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

132858	16.9ZPTX12 HA ORGANIC ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132859	16.9ZPTX12 HA ORGANIC POM B	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132861	16.9ZPTX12 HT ORGANIC HNY G	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132894	500MLPT4X6P DT DR PEP			#N/A	#N/A	#N/A	#N/A
132895	500MLPT4X6P DR PEP			#N/A	#N/A	#N/A	#N/A
133102	16ZCNX24 MNSTR KHAOS ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133108	16ZCN6X4P MNSTR LO CARB ENG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133109	16ZCN6X4P MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133129	16ZCNX24 MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133131	16ZCNX24 MNSTR LO CARB ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133132	16ZCNX24 MNSTR ASSAULT ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133133	16ZCAN X24 MONSTER M 80 ENGY + JUICE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133145	24ZCNX12 MEGA MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133147	24ZCNX12 MEGA MNSTR LO CARB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133153	16ZCN6X4P MNSTR KHAOS ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133168	16ZPTX24 DR PEP	9511	Twinsburg OH Production	R	56	N/A	3x3 PALLETS
133169	16ZPTX24 DT DR PEP			#N/A	#N/A	#N/A	#N/A
133251	12ZCN2X12P DR PEP CHRY FP	9307	West Memphis AR Production	R	104	N/A	3x3 PALLETS
133255	20ZPTX24 DR PEP CHRY	7221	San Antonio TX Production	R	42	N/A	3x3 PALLETS
133257	12ZCN2X12P DT DR PEP CHRY F	9307	West Memphis AR Production	R	104	N/A	3x3 PALLETS
133475	20ZPTX24 DT DR PEP CHRY			#N/A	#N/A	#N/A	#N/A
133762	12ZPT3X8P COCA-COLA			#N/A	#N/A	#N/A	#N/A
133763	12ZPT3X8P DT COKE			#N/A	#N/A	#N/A	#N/A
133765	12ZPT3X8P COCA-COLA ZRO			#N/A	#N/A	#N/A	#N/A
133766	12ZPT3X8P SPRITE			#N/A	#N/A	#N/A	#N/A
134338	2LPTSX8 FA ORNG ZRO	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134384	18.6ZCNX24 MNSTR ENGY IMPOR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134402	2LPETSMG X8 DR PEPPER CHERR	9311	Memphis TN Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134501	12ZPT3X8P DR PEP			#N/A	#N/A	#N/A	#N/A
134837	32ZPTX15 PA ZRO ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134838	32ZPTX15 PA ZRO LMN LIM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134846	355MLNRG 24P FTA ORANGE MEX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134847	2LPTSX8 DT DR PEP CHRY	9311	Memphis TN Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
134923	15ZCNX12 JAVA MNSTR IRISH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134926	15ZCNX12 JAVA MNSTR MEAN BE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
134929	15ZCNX12 JAVA MNSTR LOCA MO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135177	12ZPT3X8P DT DR PEP			#N/A	#N/A	#N/A	#N/A
135239	1LPT2X6P GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135245	7.5ZCN3X8P COCA-COLA	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135246	7.5ZCN3X8P COCA-COLA ZRO	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135247	7.5ZCN3X8P DT COKE	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135248	7.5ZCN3X8P SPRITE	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135249	500MLPT4X6P GP SWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135251	16ZCNX12 FULL THR RED BRY	7830	Portland IN Production	R	160	N/A	40X48 PALLETS RED TIP
135277	7.5ZCN3X8P DR PEP			#N/A	#N/A	#N/A	#N/A
135278	7.5ZCN3X8P DT DR PEP			#N/A	#N/A	#N/A	#N/A
135279	7.5ZCN3X8P FA ORNG	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
135333	18.5ZPTX12 GP SWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135334	18.5ZPTX12 GP DT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135335	18.5ZPTX12 GP LMN SWT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135336	18.5ZPTX12 GP GRNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135337	18.5ZPTX12 GP UNSWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135450	12ZPT3X8P DAS	7921	Eagan MN Production	R	72	N/A	3x3 PALLETS
135478	10.1ZPTX12 TUM YUM ORNG-ARI	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135479	10.1ZPTX12 TUM YUM VERY BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135481	10.1ZPTX12 TUM YUM GRNST AP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

135482	10.1ZPTX12 TUM YUM SOURSTNL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135565	16ZCNX24 FULL THR BLU AG	7830	Portland IN Production	R	80	N/A	40X48 PALLETS
135573	32ZPTX15 PA WHT CHRY 10.1ZPTX12 TUM YUM	Not Available	Not Available	#N/A	#N/A	#N/A	RED TIP
135589	FRTABULS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136106	20ZPTX24 GLAC VWZ XXX 20ZPTX24 GLAC VWZ	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136107	SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136108	20ZPTX24 GLAC VWZ RISE 20ZPTX24 GLAC VWZ GO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136109	GO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136494	16ZCNX12 NOS LOADED CHRY EN			#N/A	#N/A	#N/A	#N/A
136525	16.9ZPTX12 HT ORGANIC HLF T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136793	16ZCN2X10P MNSTR ENGY 16ZCN2X10P MNSTR LO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136794	CARB EN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential

Morristown

SKU List	Secondary Production Source	Secondary Production Source Versioning					
		PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	pallet type - Alternate Prod Source		
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	Alternate Prod Source	Alternate Prod Source	Alternate Prod Source	Alternate Prod Source
137072	1.25LPTSX12 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137073	1.25LPTSX12 DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	1.25LPTSX12 COCA-COLA						
137074	ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137075	1.25LPTSX12 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137076	1.25LPTSX12 FA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16ZCN6X4P MNSTR ENGY						
137113	ABS ZR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	2ZPTX12 WORX ENGY EX						
137325	STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16ZCNX24 MNSTR ENGY						
137400	ABS ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	15ZCNX12 JAVA MNSTR						
137699	VAN LT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	15ZCNX12 JAVA MNSTR						
137700	KONA BL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	32ZPTX15 PA ZRO FRT						
137763	PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	20ZPTX24 GLAC VWZ						
137765	GLOW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	20ZPT3X8P PA ZRO FRT						
137799	PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPTX12 FUZE SLNDRZ						
137830	CRNB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPTX12 FUZE SLNDRZ						
137831	SBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPTX12 FUZE SLNDRZ						
137832	BLUB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPTX12 FUZE SLNDRZ						
137833	TRPC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPET X12 FUZE						
137834	SLNDRZE POM ACAI BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPTX12 FUZE PCH						
137836	MNGO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPTX12 FUZE BAN						
137837	COL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	12ZCN2X12P DR PEP TEN						
137849	FP	8422	Buckner TX Production	R	104	N/A	3x3 PALLETS
	16ZCNX12 NOS CHARGED						
137869	CTRS	8588	Gulfgate TX Production	R	80	N/A	3x3 PALLETS
137875	20ZPTX24 DR PEP TEN	7522	Maspeth NY Production	R	42	N/A	3x3 PALLETS
						SHELLS 2L8	
137876	2LPTSX8 DR PEP TEN	8557	Bissonnet TX Production	R	40	CNTR/BOLT	3x3 PALLETS
137910	16ZPTX24 CHR Y COKE	9511	Twinsburg OH Production	R	56	N/A	3x3 PALLETS
	15.5ZCNX24 MNSTR						
138036	REHAB T LM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	15.5ZCN6X4P MNSTR						
138037	REHAB T L	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	5ZNRX24 MNSTR ENGY M3						
138045	SPR C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138083	1.25LPTSX12 DR PEP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138084	1.25LPTSX12 DT DR PEP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	20ZPET 12P GLAC VITWTR						
138303	ZERO VARIETY PK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	23ZCNX12 MNSTR REHAB						
138319	T LMNA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	24ZCNX12 MNSTR ENGY						
138320	ABS ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	15.5ZCNX24 MNSTR REHB						
138563	GRNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	15.5ZCNX24 MNSTR REHB						
138564	ROJO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	15.5ZCN6X4P MNSTR						
138582	REHB ROJO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16ZPET X12 V8 SPLASH						
138642	FRUIT MEDLEY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPT4X6P GLAC VW						
142716	XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPT4X6P GLAC VW						
142717	PWR C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPT4X6P GLAC VW						
142718	REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPT4X6P GLAC VWZ						
142719	XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPT4X6P GLAC VWZ						
142720	SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	16.9ZPT4X6P GLAC VWZ						
142721	RISE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	15.5ZCN2X10P MNSTR						
143857	REHAB T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A



143893	16.9ZPTX12 HT ORGANIC NOT T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143900	16ZCN2X10P MNSTR ENGY ABS Z	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143911	16.9ZNRX12 MNSTR ENGY UBERM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
143932	18.5ZPTX12 GP LMNAD T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144088	16ZCNX24 FA ORNG	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
144089	16ZCNX24 SPRITE	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
144163	15.5ZCNX24 MNSTR REHB ORNGA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144169	12ZPT2X12P PA MTN BRY BLST	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144170	12ZPT2X12P PA FRT PNCH 450MLPTX24 MM SBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144171	450MLPTX24 MM JTG FRT PSN JTG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144172	1.22LBCSTRX8 PA MTN PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144208	14ZPTX12 ZICO NTRAL BRY BLS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144651	11.2ZTRAX12 ZICO NTRAL CCNT WT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144653	14ZPTX12 ZICO CHOC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144675	2.5GBIBX1 FUZE T RBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144828	11.5ZPTX12 CORE PWR CHOC LT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144829	11.5ZPTX12 CORE PWR SBRY BA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144830	11.5ZPTX12 CORE PWR CHOC 26	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144831	20ZPTX24 FUZE ICE T LMN VAN 26G	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144866	20ZPTX24 FUZE ICE T SBRY RE	8139	Silver Spring MD Production	R	48	N/A	3x3 PALLETS
144868	1.9ZPTX6 DAS DRPS SBRY KIWI	8139	Silver Spring MD Production	R	48	N/A	3x3 PALLETS
144873	1.9ZPTX6 DAS DRPS PNK LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144874	1.9ZPTX6 DAS DRPS PAPL CCNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144875	1.9ZPTX6 DAS DRPS MXD BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144876	500MLPT4X6P GLAC SMTWTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145098	16ZCNX24 MNSTR ENGY DUB BLR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145104	16ZCNX24 MNSTR ZRO ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145105	15ZCNX12 JAVA MNSTR KONA CA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145106	12ZCNX12 MNSTR ENGY EX STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145126	12ZCNX12 MNSTR ENGY EX STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145127	12ZCNX12 MNSTR ENGY EX STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145128	2LPTSX8 FUZE ICE T LMN	9084	Tampa FL Production	R	40	#N/A SHELLS 2L8 CNTR/BOLT	#N/A 3x3 PALLETS
145158	2LPTSX8 FUZE ICE T SBRY RED	9084	Tampa FL Production	R	40	#N/A	#N/A
145159	12ZCN2X12P FUZE ICE T LMN F	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145160	12ZCN2X12P FUZE ICE T SBRY	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145170	12ZCN2X12P FUZE HLF T HLF L	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145171	20ZPTX24 GLAC VWZ PWR C	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145188	20ZPTX24 GLAC VWZ REVIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145206	355MLNR4X6P COCA-COLA MX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145235	16ZCNX24 DT COKE	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
145277	16ZCNX24 DR PEP	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
145278	16ZCNX24 MNSTR ENGY DUB MAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145281	1LTRAX12 ZICO CHOC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145309	16ZCN6X4P MNSTR ZRO ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145388	12ZPT2X12P PA ZRO MXD BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145482							

145491	12ZPT3X8P GLAC VW ESNTL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145493	12ZPT3X8P GLAC VW XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145496	12ZPT3X8P GLAC VW SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145841	16ZCN2X10P MNSTR ZRO ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145842	8ZCN2X12P MNSTR ZRO ULTRA F	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145909	20ZPTX24 GLAC VW SQZD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145911	16.9ZPTX12 GLAC FW WTRMLN P	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145913	16.9ZPTX12 GLAC FW BLK RBRY	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145915	16.9ZPTX12 GLAC FW LMN LIM	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145917	16.9ZPTX12 GLAC FW ORNG MNG	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145919	16.9ZPTX12 GLAC FW SBRYKIWI	7520	Elmsford NY Production	R	100	N/A	40X48 PALLETS RED TIP
145929	15.5ZCNX24 MNSTR REHAB PNK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145930	14ZPTX12 ZICO PAPL CCNT WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145932	12ZCN4X6P FULL THR 7.5ZCN2X12P MNSTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145962	8ZCN2X12P MNSTR LO REHAB T L	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145963	8ZCN2X12P MNSTR ENG CARB ENG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145964	8ZCN2X12P MNSTR ENG FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145965	8ZCN2X12P MNSTR ENG ABS ZR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145967	32ZPTX15 PA MLN 22ZPTX12 NOS ACTIVE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145978	22ZNRX12 NOS ACTIVE FRT PNC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145980	22ZNRX12 NOS ACTIVE ACAI BBRY POME	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145982	22ZNRX12 NOS ACTIVE RBRY LM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145984	1.9ZPTX6 DAS DRPS CHRY POM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145985	1.9ZPTX6 DAS DRPS GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145996	12ZCN4X6P NOS ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential

Morristown							
SKU List		Secondary Production Source		Secondary Production Source Versioning			
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	pallet type - Alternate Prod Source
145998	16ZCNX12 NOS ZRO	7830	Portland IN Production	R	160	N/A	40X48 PALLETS RED TIP
146042	2LPTSX8 SG GALE	9084	Tampa FL Production	R	40	SHELLS 2L8	3x3 PALLETS
146125	12ZCN2X12P SG GALE FP 3ZPTX6 PA ZRO DRPS	9082	Orlando FL Production	R	104	CNTR/BOLT N/A	3x3 PALLETS
146287	MTN BRY 3ZPTX6 PA ZRO DRPS FRT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146288	PNCH 3ZPTX6 PA ZRO DRPS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146289	ORNG 16ZCNX24 MNSTR ENGY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146300	ULTRA B	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146301	15ZCNX12 MUSCLE MNSTR COF S	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146302	15ZCNX12 MNSTR MUSCLE CHOC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146303	15ZCNX12 MNSTR MUSCLE VAN W	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146533	12ZCN2X12P COCA-COLA ZRO CF	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
146536	2LPTSX8 COCA-COLA ZRO CF	7660	New Orleans LA Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
146676	11.5ZPTX12 CORE PWR BAN 26G	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146717	12ZCAN SLK 4X6P PB DT COKE PRI	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146722	23ZCNX12 PEACE T GA PCH PRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146770	16ZCN6X4P MNSTR ENGY ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146771	16ZCNX24 MNSTR ENGY ULTRA R	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146858	16ZCNX24 COCA-COLA CHILL P1	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146886	15.5ZCN6X4P MNSTR REHAB PNK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146937	15ZCNX12 MNSTR MUSCLE STBY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146980	16ZCNX24 COCA-COLA ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146982	16ZCNX24 DT DR PEP 12ZCAN 4X6P CF DT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100283	COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100304	12ZCN4X6P FA ORNG	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
100725	12ZCN24P CF DT COKE	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
100733	12ZCN24P MELLO YELLO	7921	Eagan MN Production	R	100	N/A	40X48 PALLETS
101998	1LPTX12 SPRITE	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
102748	20ZPTX24 BQ RTBEER	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
102751	20ZPTX24 PA LMN LIM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102759	20ZPTX24 CHRY COKE	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
102879	10ZNR4X6P SG TONIC	7822	Indianapolis IN Production	R	64	N/A	3x3 PALLETS
102881	10ZNR4X6P SG CLB SODA	7822	Indianapolis IN Production	R	64	N/A	3x3 PALLETS
102979	1LPTX12 DT COKE	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
103173	8ZNR4X6P DT COKE	7822	Indianapolis IN Production	R	54	N/A	3x3 PALLETS
103174	8ZNR4X6P SPRITE	7822	Indianapolis IN Production	R	54	N/A	3x3 PALLETS
103331	1LPTX12 SG CLB SODA	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS RED TIP
103332	1LPTX12 SG TONIC	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS
103370	1.5LPTX12 EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103410	330MLPT4X6P EVIAN MNRL WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103503	1LPTX12 COCA-COLA	9084	Tampa FL Production	R	55	N/A	3x3 PALLETS
103936	5GBIBX1 COCA-COLA 500MLPT4X6P CF DT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
113437	COKE			#N/A	#N/A	#N/A	#N/A
115313	20ZPTX24 FA GRP	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
116321	12ZCN2X12P MM FRT PNCH FP	9164	College Park GA Production	R	104	N/A	3x3 PALLETS
116663	20ZPTX24 PIBB XTRA	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
117577	12ZCN2X12P TAB FP	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS
117605	12ZCN2X12P CF DR PEP FP	9307	West Memphis AR Production	R	104	N/A	3x3 PALLETS
117640	12ZCN4X6P DT DR PEP	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
117803	20ZPTX24 DR PEP	7541	Philadelphia PA Production	R	49	N/A	PALLETS PLASTIC 37X37
117808	20ZPTX24 DT DR PEP	7541	Philadelphia PA Production	R	49	N/A	PALLETS PLASTIC 37X37
119256	12ZCN20P FA ORNG	9082	Orlando FL Production	R	104	N/A	3x3 PALLETS

119705	450MLPTX24 MM JTG RUBY RED	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
120461	450MLPET X24 MMAID RBV RD G 20ZPTX24 SPRITE ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
121039	20ZPTX24 DAS LMN	8042	Sandston VA Production	R	54	N/A	40X48 PALLETS RED TIP
121765	20ZPTX24 COCA-COLA ZRO			#N/A	#N/A	#N/A	#N/A
121939	20ZPTX24 DAS SBRY	8042	Sandston VA Production	R	54	N/A	40X48 PALLETS RED TIP
123292	20ZPTX24 PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
125365	1LPTX12 DR PEP	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS RED TIP
125370	500MLPT4X6P SPRITE ZRO 20ZPTX24 COKE CHRY			#N/A	#N/A	#N/A	#N/A
125492	ZRO	9164	College Park GA Production	R	42	N/A	3x3 PALLETS
125681	20ZPT3X8P PA LMN LIM	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
128401	12ZCN24P SPRITE ZRO SC	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
132527	2LPTSX8 CF COCA-COLA	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132544	2LPTSX8 FA SBRY	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132547	2LPTSX8 PIBB XTRA	9311	Memphis TN Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132605	2LPETS X8 MG MMAID FRUIT PUNCH NC	9084	Tampa FL Production	R	40	SHELLS 2L8 CNTR/BOLT	3x3 PALLETS
132838	2.5GBIBX1 GP SOUTHERN STYLE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132862	16.9ZPTX12 HT ORGANIC PCH W	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133764	12ZPT3X8P CF DT COKE			#N/A	#N/A	#N/A	#N/A
134166	12ZPT3X8P SPRITE ZRO	8264	Hollywood FL Production	R	72	N/A	3x3 PALLETS
134848	20ZPTX24 FA ORNG ZRO	8139	Silver Spring MD Production	R	42	N/A	3x3 PALLETS
135287	7.5ZCN3X8P SPRITE ZRO 12ZCN2X12P MELLO	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
137863	YELLO ZRO	9511	Twinsburg OH Production	R	104	N/A	3x3 PALLETS
137896	20ZPTX24 MELLO YELLO ZRO			#N/A	#N/A	#N/A	#N/A
138343	12ZCN20P DR PEP CHRY	9307	West Memphis AR Production	R	104	N/A	3x3 PALLETS
138344	12ZCN24P DR PEP CHRY SC	9462	Phoenix AZ Production	R	96	N/A	3x3 PALLETS
144630	1LPTX12 FUZE ICE T LMN	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS RED TIP
144632	1LPTX12 FUZE HLF T HLF LMNA	7520	Elmsford NY Production	R	70	N/A	40X48 PALLETS RED TIP
144633	1LPTX12 FUZE BRY PNCH 1LPTX12 FUZE SBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144634	LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145161	12ZCN2X12P FUZE ICE T DT LM	9082	Orlando FL Production	R	104	0	3x3 PALLETS
145483	12ZPT2X12P PA ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
145484	12ZPT2X12P PA GRP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146044	10ZNR4X6P SG GALE	7822	Indianapolis IN Production	R	64	N/A	3x3 PALLETS
146045	1LPTX12 SG GALE	7541	Philadelphia PA Production	R	40	N/A	PALLETS PLASTIC 37X37
146048	20ZPTX24 SG GALE	9084	Tampa FL Production	R	54	N/A	40X48 PALLETS RED TIP
146128	7.5ZCN3X8P SG GALE	7830	Portland IN Production	R	140	N/A	3x3 PALLETS
146336	16ZCNX24 MELLO YELLO 12ZCN4X6P COCA-COLA	7830	Portland IN Production	R	80	N/A	40X48 PALLETS RED TIP
146727	PB	7803	Cincinnati OH Production	R	96	N/A	3x3 PALLETS
146728	12ZCN4X6P DT COKE PB	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
146729	12ZCN4X6 DT COKE PB	9106	Montgomery AL Production	R	104	N/A	3x3 PALLETS
146730	12ZCN4X6P COCA-COLA ZRO PB	7803	Cincinnati OH Production	R	96	N/A	3x3 PALLETS
146731	12ZCN4X6P SPRITE PB	8163	Baltimore MD Production	R	96	N/A	3x3 PALLETS
146732	12ZCN4X6P FA ORNG PB	7660	New Orleans LA Production	R	104	N/A	3x3 PALLETS
146733	12ZCN4X6P DR PEP PB	7520	Elmsford NY Production	R	96	N/A	3x3 PALLETS
146733	12ZCN4X6P DT DR PEP PB	7520	Elmsford NY Production	R	96	N/A	3x3 PALLETS
146960	15.2ZPTX24 MM TRPCL BLND	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146962	15.2ZPTX24 MM BRY BLND NEC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147038	19.2ZCAN X24 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147040	19.2ZCNX24 DR PEP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147080	19.2ZCNX24 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147198	18.6ZCNX12 MNSTR ENGY IMPOR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
0	0	0	0	#N/A	#N/A	#N/A	#N/A
102079	500MLPTS4X6P COCA- COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
102656	20ZPTSX24 MELLO YELLO	8422	Buckner TX Production	R	42	SHELLS 16/20/24/600ML	3x3 PALLETS

<b>500MLPTX24 EVIAN MNRL</b>							
103408	WTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103886	2.5GBIBX1 COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103887	2.5GBIBX1 DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103888	2.5GBIBX1 CHRY COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103889	2.5GBIBX1 SPRITE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
104134	2.5GBIBX1 CF DT COKE	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
116832	24ZPT4X6P DAS			#N/A	#N/A	#N/A	#N/A
118838	24Z X1 TUMBLER ER	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
119790	20ZPTSX24 SPRITE ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
	12ZCN2X12P VAN COKE						
126819	ZRO FP	8264	Hollywood FL Production	R	104	N/A	3x3 PALLETS

Classified - Confidential

Morristown

SKU List		Secondary Production Source		Secondary Production Source Versioning			
MATNR	MATDESC	Alternate Prod Location	Alternate Prod Location Desc	PALL_TYP - Alternate Prod Source	PALL_CONFIG - Alternate Prod Source	IMPLIEDEEMPTY - Alternate Prod Source	pallet type - Alternate Prod Source
144671	2.5GBIBX1 FUZE T UNSWT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144679	2.5GBIBX1 GP RBRY T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146879	355MLNR24P FA GRP MX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146881	355MLNR24P FA SBRY MX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103186	8ZNR4X6P COCA-COLA P2	8423	Fossil Creek TX Production	R	54	N/A	3x3 PALLETS
104153	2.5GBIBX1 HI-C ORNG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
114025	12ZCN20P MELLO YELLO	7803	Cincinnati OH Production	R	96	N/A	3x3 PALLETS
112309	20ZPTSX24 DAS	9511	Twinsburg OH Production	#N/A	#N/A	#N/A	#N/A
118841	24Z X1 TUMBLER CR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
118840	32Z X1 TUMBLER ER	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
131610	22ZPTX12 NOS FRT PNCH	8480	Abilene TX Production	R	84	N/A	3x3 PALLETS
125596	12ZPTS3X8P COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132612	2LPTSX8 MM PNK LMNAD	9084	Tampa FL Production	R	40	SHELLS 2L8	3x3 PALLETS
134386	500MLPT32P DAS	Not Available	Not Available	#N/A	#N/A	CNTR/BOLT	#N/A
134212	2LPTSX8 COKE CHRY ZRO	9084	Tampa FL Production	R	40	SHELLS 2L8	3x3 PALLETS
135250	500MLPT4X6P GP DT T	Not Available	Not Available	#N/A	#N/A	CNTR/BOLT	#N/A
137785	12ZCNX24 MNSTR ENGY EX STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137788	12ZCNX24 MNSTR ENGY EX STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
144864	500MLPT4X6P MELLO YELLO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
137784	12ZCNX24 MNSTR ENGY EX STR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146294	23ZCNX12 PEACE T SWT LMN T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146295	23ZCNX12 PEACE T CADDY SHAC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146296	23ZCNX12 PEACE T GRNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146297	23ZCNX12 PEACE T RAZZLEBRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146772	15ZCN6X4P MNSTR MUSCLE CHOC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146871	16ZCNX12 NOS CHARGED CTRS Z	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146773	15ZCN6X4P MNSTR MUSCLE VAN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147002	3ZPTX6 GLAC VW ZRO DRPS XXX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147003	3ZPTX6 GLAC VW ZRO DRPS RIS	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147004	3ZPTX6 GLAC VW ZRO DRPS SQZ	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147097	1.9ZPTX6 MM DRP FRT PNCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147103	12ZCN2X12P DAS SPKLG LMN FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146883	355MLNR24P FA PAPT MX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147098	1.9ZPTX6 MM DRPS MNGO TRPCL	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147099	12ZCN2X12P DAS SPKLG LIM FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147101	12ZCN2X12P DAS SPKLG BRY FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147105	12ZCN2X12P DAS SPKLG APL FP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147157	20ZPTX24 SPRITE 6 MIX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147161	19.2ZCNX24 SPRITE 6 MIX	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147201	32ZPTX15 PA TRPCL MNGO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147246	16ZCNBLKX12 NOS CHARGED CTR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147293	23ZCNX12 PEACE T GA PCH	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147310	16ZCN6X4P MNSTR ENGY ULTRA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147313	11.5ZCNX12 GLAC VW ENGY SBR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147315	11.5ZCNX12 GLAC VW ENGY BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147317	11.5ZCNX12 GLAC VW ENGY ORN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146797	15ZCN6X4P MNSTR MUSCLE PNT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147096	1.9ZPTX6 MM DRPS RBRY LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147213	64ZPTX8 GP UNSWT BLK T	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147291	23ZCNX12 PEACE T PNK LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147292	23ZCNX12 PEACE T SNO BRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

147294	23ZCNX12 PEACE T TX STYL SW	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147307	2LPPTSX8 DR PEP VAN FLOAT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147469	355 ML MEXICAN CLASSIC FIFA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147095	1.9ZPTX6 MM DRPS LMNAD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146817	64ZPTX8 GP SWT BLK T 3ZPTX6 GLAC VW ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147005	DRPS REV 12ZCN2X12P DR PEP VAN	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147306	FLOAT 24ZCNX12 MNSTR ZRO	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147322	ULTRA 22ZPTX12 NOS CHRGD	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
147472	CTRS 12ZPET X12 V8 VFSON	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
135823	CRANBRY BLKBRY 2.5GBIB X1 SEAG GINGER	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146206	ALE 2.77# X12 PWA MTN BERRY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
136677	BLAST PWDR	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
146621	2LPETSMG 4X2P DR PEPPER 8ZNR 1X12P COCA-COLA	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
138305	PARTY TUB	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100233	SHELLS 2L8 /PLASTIC	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100237	SHELLS 16/20/24/600ML	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100238	SHELLS .5L/355ML/12OZPET	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100239	SHELLS 1LT 12 POCKET	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100267	PALLETS REG.	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
100272	40X48 PALLETS RED TIP	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
103175	8ZNR 4X6P CLASSIC PRI			#N/A	#N/A	#N/A	#N/A
114390	CHEP PALLETS (BLUE)	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
118381	40X48 PALLETS REG	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
129080	RECYCLE TOTE EMPTY	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
132550	SHELLS 2L8 CNTR/BOLT	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
133260	12ZPET 24P DT COKE 12ZCN12P COCA-COLA			#N/A	#N/A	#N/A	#N/A
147257	HOME DEPOT BACK PACK	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A
404356	PALLETS PLASTIC 37X37	Not Available	Not Available	#N/A	#N/A	#N/A	#N/A

Classified - Confidential

EXHIBIT D

**Bottler Rolling Forecast Form**

**Coca-Cola Refreshments**  
Forecast Center of Excellence

**Bottler Feedback Report**

Coca-Cola Refreshments Non-Trade Sales Forecast Form

Outlet: 2740 - UNITED CHATTAN AG No. Of Locations: 8

COO Source Location: 5640 - Source Logistics La

Product	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2000	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2001	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2002	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2003	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2004	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2005	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2006	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2007	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2008	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2009	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2010	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2011	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2012	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2013	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

COO Source Location: 5640 - Source VA PC

Product	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2000	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2001	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2002	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2003	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2004	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2005	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2006	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2007	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2008	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2009	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2010	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2011	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2012	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2013	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

**Example**

Classified - Confidential



EXHIBIT E

Innovation SKU Forecast Form

**Coca-Cola Refreshments** Forecast Center of Excellence **Bottler Feedback Report**

Coca-Cola Refreshments Non-Trade Sales Forecast Form

Customer : 2736 - UNITED CHATTAN AD No. Of Locations : 8  
DOR Source Location : 5640 -Source Logistics Ltr

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000

DOR Source Location : 5642 -Mendocino VA PC

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
SKU#	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000

Example

Classified - Confidential

---

## EXHIBIT F

### Service Level Agreement Coca-Cola Bottling Company Consolidated (“Consolidated”)

#### 1. Coca-Cola Refreshments deliverables

##### a) **Products & Packages**

CCR will sell all Products that are produced and sourced in the CCR production system or available through the value added facilities (“VAF”). See Exhibit A for SKU sourcing into the DCs. If new Distribution Centers (“DC”) are added, Exhibit A will be updated.

When Consolidated proposes to add a SKU that CCR produces or supplies from its VAF network, Consolidated will notify CCR 30 days in advance of the SKU addition. CCR or CCBCC will supply the new VAF SKU sooner if possible and with mutual agreement. The sourcing of VAF SKUs is mutually agreed between CCR and CCBCC.

When Consolidated proposes to delete a SKU that CCR produces or supplies from its VAF network, Consolidated will notify CCR 30 days in advance of the SKU deletion. CCR will delete the SKU sooner if possible and with mutual agreement. CCR will notify CCBCC of any SKU deletions as part of the routine SKU deletion process with at least 30 days of advanced notice.

See Section 2(b) of this Service Level Agreement for handling of Consolidated unique SKUs.

The transition of adding or deleting SKUs will be reviewed during the operating routines as set forth in Section 1(b) of this Service Level Agreement to ensure timing and volume are managed.

##### b) **Standard Operating Routines**

- Facilitate **Annual** routines with Consolidated
  - CCR will review CCR Product Supply Annual Business Plans including products & packages, volume, infrastructure, pricing, operating goals and initiatives to support the commercial plans.
  - The parties will review this Service Level Agreement and amend it from time to time upon mutual written agreement.
  - Consolidated will review directional volume plans, package plans, projected CO2 tank growth requirements, and other strategic initiatives for the upcoming year.
  - Timing: November
  - Attendees: CCR – PSS ELT; Infrastructure Planning; Consolidated – Product Supply SVP, Planning VP, Field Operations VP
- Facilitate **Trimesterly** routines with Consolidated
  - Update CCR and Consolidated leadership teams on performance for the trimester with corrective action plans in place.
  - Discuss progress and actions supporting volume plans, package plans, and other strategic initiatives
  - Timing: March & July
    - Attendees: CCR – Conversion SVP/RVP, TPW VP, Regional Supply Director, Capability & Transformation VP; Consolidated – Product Supply SVP, Planning VP, Manager Planning, Regional Logistics Director, Strategic Initiatives VP
- Facilitate **Monthly** routines with Consolidated

Classified - Confidential

- CCR to review forward operations plan for next month to support Consolidated demand including sourcing plan of existing and new SKUs, line shutdown plans, etc.
- Consolidated to review potential changes to demand plan
- Service Scorecard Review of prior month performance and corrective actions.
- Track corrective action implementation plans and expected improvement
- SKU addition or deletion plans
- Timing: Week 2 of each month
- Attendees: CCR—Supply Planning Regional Director, Supply Planning Manager, Transportation Director & Manager, Production Director, Franchise Leadership; Consolidated – Supply Planning leadership
- Facilitate **Weekly** routines with Consolidated (**Johnson City & Morristown together**)
  - CCR to review forward operations plan for next week to support Consolidated demand and review last week’s issues & performance.
  - Consolidated to review next 2 weeks of key package and customer promotional plans to ensure alignment to meet promotional volume and timing.
  - SKU addition or deletion plans
  - Review systemic service issues from escalation process
  - Once per month, review Service Scorecard of prior month performance and corrective actions
  - Timing: Thursday afternoons
  - Attendees: CCR – Supply Planning Manager, Supply Planning Planners, Transportation Manager; Plant Inventory Manager, Consolidated – Supply Planning members
- Facilitate **Daily** routines with Consolidated as needed (phase out to ad hoc meetings after transition)
  - CCR to review operations plan to ensure daily execution
  - Discuss current order, inventory, and transportation issues
  - Decide on a plan of action to resolve issues to meet daily requirements
  - Timing: By 8 AM
  - Attendees: CCR – Supply Planning Planner, Transportation Planner; Consolidated – Supply Planning members

**c) Escalation Process**

- See Escalation Process & Contact Charts in Appendix 1 of this Service Level Agreement.
- The escalation process is intended to formalize the CCR response to systemic service failures, recurring issues, issues affecting multiple facilities, and issues related to Finished Goods Service Agreement (FGSA) terms, rather than service performance.
- All reasonable escalation requests are to be turned into a corrective action plan and tracked until resolved.
  - Order Issue Requests – initial responses from CCR to Consolidated will be communicated within one hour and resolved within one day
  - Escalation Requests not associated with Specific Orders (systemic Issues) – initial responses from CCR to Consolidated within one day and resolved within agreed upon timeframe.
- The Escalation Process will be used when the standard operating routines as set forth in Section 1(b) of this Service Level Agreement have failed to resolve issues in the agreed upon timing. Consolidated associates will work with corresponding CCR peers to resolve issues.

Classified - Confidential

---

**d) Product & Package Quality**

- Manufacturing, packaging, storage or shipment quality defects that constitute a breach of any Product warranty in the FGSA that occur prior to delivery that are the direct result of CCR wrongful action or inaction will be credited to Consolidated. CCR will ensure all Products to Consolidated are available with at least [\*\*\*] days of shelf life remaining, except that, in the case of SKUs requiring more than [\*\*\*] days of shelf life remaining because of customer requirements (e.g., Club Stores, ARTM, etc.), CCR will ensure such SKUs to Consolidated are available with at least [\*\*\*] days more than the customer-specific requirements.
- Consolidated may accept or reject any Product with less than [\*\*\*] days of available shelf life remaining after discussion with CCR. Where CCR is responsible for shelf life remaining of less than [\*\*\*] days, CCR will be responsible for return freight costs and actual, reasonable handling costs for such returns.
- For finished goods product credits due to quality or technical defects prior to delivery to Consolidated's DC(s), Consolidated will give CCR written notice of the type of quality or technical defect and the case volume associated with the quality or technical defect within 24 hours following delivery of such Products to the DC (or of pickup by Consolidated at a Production Center, if applicable). If CCR reasonably concurs with Consolidated that the relevant Products are affected by a quality or technical defect that constitutes a breach of a Product warranty under the FGSA, then CCR will apply credits within twenty-one (21) days of the receipt of the returned Product against amounts due from Consolidated and will be reflected on appropriate invoices sent to Consolidated. CCR is responsible for return freight costs and actual, reasonable handling costs for such returns. Finished goods product or package quality credit requests from Consolidated must be submitted to CCR within forty-five (45) days after Consolidated shipment acceptance for credit requests to be considered.
  - Other finished goods product credits (e.g., leakers, product recall, incident management issue, etc.) caused solely by CCR and not identified until after shipment acceptance will be managed in the same manner. However, finished goods Product or package quality credit requests from Consolidated must be submitted to CCR within forty-five (45) days after Consolidated identifies the leakers, product recall, incident management issue, etc. CCR is responsible for return freight costs and actual, reasonable handling costs for such returns.
- If any delivery from CCR is not sealed, then Consolidated will not accept the Product and notify CCR immediately.
- CO2 Tanks
  - CCR will retain ownership of CO2 tanks. CCR will conduct hydrostatic testing of the CO2 tanks as determined by CCR.
  - CCR will refill all empty CO2 tanks returned from Consolidated DCs and will return these tanks to Consolidated DCs. The refill charge is \$[\*\*\*] per tank.
  - Consolidated will ensure that the CO2 tanks are transported to CCR in racking sufficient to safely support and transport the CO2 tanks.
  - If Consolidated requires new CO2 tanks, CCR will order, acquire, and purchase these new tanks within 10 – 12 weeks.
  - CCR requires a \$[\*\*\*] deposit for each tank upon delivery to a Consolidated DC.

**e) Product Fulfillment**

- CCR will generate sales orders via CokeOne North America (CONA) for CCR-produced or CCR VAF Products to Consolidated from assigned CCR sourcing locations on a daily basis as set forth in Section 2(b) of this Service Level Agreement. These generated sales orders include:
  - Finished goods from CCR facilities transported to Consolidated DCs acquired from CCR. These finished goods requirements are transferred to CCR's OTM (Oracle Transportation Management) for transportation planning and then transport to Consolidated's DCs acquired from CCR.

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

- Finished goods from Consolidated plants to Consolidated DCs acquired from CCR. These finished goods requirements are available in Consolidated's JDA system daily. Consolidated will take these requirements daily, develop transportation plans, and then transport to Consolidated DCs acquired from CCR.
- Finished goods from non-CCR facilities in JDA (e.g., United) to Consolidated DCs acquired from CCR. These finished goods requirements are available in Consolidated's CONA system daily. Non-CCR facilities in CONA (e.g., United) will take these requirements daily in JDA, develop a mutually agreed upon transportation plan with Consolidated, and then transport to Consolidated DCs acquired from CCR.
- Purchased finished goods from non-KO facilities (e.g., Monster) to Consolidated DCs acquired from CCR. These finished goods requirements are available in Consolidated's JDA system daily. Consolidated will take these requirements daily, develop purchase order and transportation plans, and then transport to Consolidated DCs acquired from CCR.
- In systemic product supply shortages resulting in allocation, Consolidated orders and CCR internal orders will be allocated as set forth in Section 2(b) of this Service Level Agreement.
- Consolidated may purchase one or more SKUs from alternate production facilities operated by any Company Authorized Supplier (including, if applicable, any such authorized production facilities operated by Consolidated), if and to the extent that (i) CCR has notified Consolidated that CCR will not provide such SKU (such notice to be provided by telephone call and email); (ii) Consolidated has reasonably determined that delivery by CCR of any such SKU (including any SKU requested by Consolidated's customers) to the applicable Distribution Center will either (A) be [\*\*\*] hours or more overdue, or (B) be late and result in a Distribution Center out-of-stock situation.
- CCR will take reasonable actions and incur such reasonable expense as are required to meet all demand requirements. For safety stock-related shortages, CCR will collaborate with Consolidated to resolve.

Authorized Product Substitution to Allow for Full Truck Haulage from CCR Plants and VAFs

- If product supply issues cause a temporary shortage of ordered Product at the time of shipment, Consolidated agrees to accept full pallet quantities of the following Products to load out the affected trucks:
  - Coke Classic 12-pack
  - 0.5L/24-pack Dasani
  - If CCR plant does not produce Coke Classic 12-pack or 0.5L/24-pack Dasani, then Consolidated Supply Planning will determine substitutions (e.g., glass from Marietta)
  - During business hours, if 4 pallets or less are required to fill a truck, then fill with Coke Classic 12-pack and/or 0.5L/24-pack Dasani. If 5 pallets or more are required to fill a truck, contact the Consolidated Supply Planning team to determine substitution SKUs.
  - During off-business hours, if 4 pallets or less are required to fill a truck, then fill no more than one truck to a Consolidated DC acquired from CCR with Coke Classic 12-pack and/or 0.5L/24-pack Dasani without getting Consolidated DC approval.

**f) Transportation from Plant to DC**

CCR Manages Transportation from CCR Facilities to Consolidated DCs (Primary)

- CCR will manage transportation for all Products, including sparkling/cold fill and VAF orders.
- Consolidated will reimburse CCR for all detention charges incurred as a result of Consolidated's failure to unload a truck within two (2) hours after the scheduled appointment time.

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

- If Consolidated manages haulage from Plant to DC, then CCR will provide a freight credit based on specific lane rates and fuel surcharge for all SKUs. CCR will work with Consolidated to establish accurate freight credits based on optimal freight costs.
  - CCR will reimburse Consolidated for all detention charges incurred as a result of CCR's failure to load a truck within two (2) hours after the scheduled appointment time.

Consolidated Manages Transportation from Consolidated Plants to Consolidated DCs

Consolidated will manage and provide all transportation of finished goods from Consolidated production plants & VAFs to the DCs acquired from CCR.

- Purchased finished goods from non-KO producers (e.g., Monster)
- Consolidated will manage transportation of finished goods from the Non-KO production plants (e.g., Monster) to the DCs acquired from CCR.
- Purchased finished goods from non-CCR Bottlers (e.g., United)
- Consolidated will manage and provide all transportation of finished goods from the Non-CCR production plants (e.g., United) to the DCs acquired from CCR.

**g) Customer Relationship Management**

- CCR will provide to Consolidated a single point of contact for all CCR product supply issues (e.g., order management, systemic service issues, etc.).
- Consolidated will have a single point of contact for all CCR product supply issues (e.g., order management, systemic service issues, etc.).
- A clearly defined escalation process for systemic service issues will be in place as set forth in Section 1(c) of this Service Level Agreement.
- CCR will provide regional and local contact mapping for appropriate Consolidated employees and CCR employees.

**h) Performance Metrics**

- Case Fill On-Time for Morristown  $\geq$  [\*\*\*] & Johnson City  $\geq$  [\*\*\*] (weekly)
  - Calculated for each Consolidated DC acquired from CCR
  - Calculated by dividing the number of cases by SKU of Products shipped by CCR to the Consolidated DC on the planned order shipment date by the number of unconstrained cases of Products by SKU ordered for shipment to the Consolidated DC.
    - The following will not be included in the calculation of Case Fill On-Time: (a) requests not filled due to changes made to the original order by Consolidated and (b) Hot Shot Orders.

**i) Tracking Metrics**

- % of Shelf Life Remaining in CCR's Production Center floor inventory supplying Products to Consolidated (weekly)
  - [\*\*\*] day shelf life Products (reflecting % of Products in CCR's floor inventory with less than [\*\*\*] days remaining shelf life)
  - [\*\*\*] day shelf life Products (reflecting % of Products in CCR's floor inventory with less than [\*\*\*] days remaining shelf life)
  - [\*\*\*] day shelf life Products (reflecting % of Products in CCR's floor inventory with less than [\*\*\*] days remaining shelf life)

**j) Penalties**

- Penalties or other payments are not part of this agreement for failure to achieve Performance Metrics.

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

---

## 2. Consolidated deliverables

### a) **Forecasting**

#### Routine Products

- Consolidated will provide to CCR, on or before 4 PM Eastern Time on Thursday of each calendar week, a Consolidated-generated Rolling Forecast of at least 13 weeks for each of the Consolidated DCs.
- All weeks of the Consolidated-generated Rolling Forecast may be updated but the one week that must be updated is the second week of the Rolling Forecast as this is the week that Forecast Accuracy is calculated. See Section 2(d) of this Service Level Agreement for further details.
  - If the Rolling Forecast is not received by CCR by 4 PM Eastern Time on Thursday of each calendar week, then the last forecast provided by Consolidated will apply and will be deemed the Rolling Forecast on which Consolidated Forecast Accuracy is calculated.
- Forecasts for all routine Products must be made in good faith but will not result in a firm purchase obligation.

#### New Innovation SKUs

- Consolidated will provide a preliminary 13-week forecast for all new Innovation SKUs by SKU/week/DC within fifteen (15) days following Consolidated's receipt of notice from CCR. The 13-week forecast will be made in good faith and provided at least 30 days in advance of the launch date.
- Consolidated may revise any new Innovation SKU Forecast at any time prior to sixty (60) days before the launch date. Additionally, Consolidated may revise any part of the last nine (9) weeks of the new Innovation SKU Forecast (but not the first four (4) weeks of the new Innovation SKU Forecast) between sixty (60) days and thirty (30) days prior to the launch date.
- This final 13-week forecast for the new Innovation SKUs provided at least 30 days in advance of the launch date will be a firm purchase obligation on behalf of Consolidated for the first 13 weeks of the new Innovation SKU shipments. If a CCR supply disruption occurs that reduces the amount of new Innovation SKU availability during the launch period, CCR and Consolidated will mutually agree on a revised new Innovation SKU forecast.
- The new Innovation SKU Forecast will be a firm purchase obligation on behalf of Consolidated and Consolidated must purchase all Products in the Innovation SKU Forecast. CCR will use commercially reasonable efforts to provide Bottler with additional Innovation SKU volume during the first thirteen (13) weeks if product sales are greater than the forecast. CCR will manufacture to the Innovation SKU Forecast for the period forecasted.
- The new Innovation SKU will become a routine SKU 13 weeks after the first order and the forecasting for this SKU will move to the routine Product forecasting process. See 2(a) of this Service Level Agreement for the forecasting of routine Products.

#### New SKUs for Consolidated but Already Available Elsewhere in the United States

- For SKUs currently available but not previously purchased from CCR by Consolidated, Consolidated will provide the first 13-week forecast by SKU/week/DC at least 30 days prior to first order.
- The 13-week forecast for the new-to-Consolidated SKUs will be a firm purchase obligation on behalf of Consolidated for the first 13 weeks of new SKU shipments.
- The new SKU for Consolidated will become a routine SKU 13 weeks after the first order and the forecasting for this SKU will move to the routine product forecasting process. See 2(a) of this Service Level Agreement for the forecasting of routine Products.

Classified - Confidential

---

#### Unique SKUs for Consolidated

- The Consolidated-generated Rolling Forecast will be a firm purchase obligation on behalf of Consolidated for the forecasted volume for all SKUs unique to Consolidated from CCR for the next three (3) weeks of the Rolling Forecast.
- Consolidated is required to order and purchase all unique SKUs provided in each 3-week period of the Rolling Forecast.

#### **b) Product Order Management**

##### Orders

- CCR will propose sales orders via CokeOne North America (CONA) to Consolidated from assigned CCR sourcing locations on a daily basis. These proposed sales orders are generated 48 hours in advance of shipment to adequately prepare haulage.
- Consolidated will have the opportunity to daily review and approve, change, or delete the daily sales orders via CONA.
  - CCR Supply Planning & Consolidated Supply Planning will concur on the daily timing of load review by DC. For Johnson City and Morristown, proposed loads will be available for review by 10 AM. Any updates submitted daily by noon via CONA will be incorporated into the CCR plans.
  - If proposed loads are not available for review by 10 AM for Johnson City and Morristown, then Consolidated will have two hours from the time the proposed loads are available in CONA to make any updates and be incorporated into the CCR plans.
- The sales orders will be shipped to each Consolidated sales center unless Consolidated requests a change prior to the day of shipment. On the day of shipment, CCR will make reasonable efforts to make changes if requested by Consolidated up to the point of truck loading if possible.
- Any changes made to the sales orders after the day of order generation/updating will not affect the Unconstrained Case Fill On-Time metric (see 1(h) of the Service Level Agreement above).
- Consolidated commits to source requested SKUs from assigned CCR sourcing locations for the calendar year except as otherwise specifically permitted by Section 4 of the FGSA.
- Consolidated will complete order issue resolution forms for any significant or systemic service failures.

##### Allocation

- For an existing Product SKU: Production capacity is determined on a national basis. The allocation is based on the annual historical total case volume percentage of all bottlers for the constrained SKU for the previous calendar year applied to the available supply of the constrained SKU, considering only the bottlers requiring the SKU that is in short supply.
- For an Innovation SKU new to the system: Production capacity is determined on a national basis. The allocation is determined on a pro rata basis among the bottlers ordering such Innovation SKUs based upon the forecasts of each bottler for such Innovation SKU.
- For a replacement Innovation SKU (an Innovation SKU new to Consolidated but not new to the system, where the SKU is replacing an existing SKU): Production capacity is determined on a national basis. The allocation is determined on a pro rata basis among the bottlers ordering the replacement Innovation SKU and is based on (1) Consolidated's prior year sales of the SKU being replaced, (2) the prior year sales of the SKU being replaced for any other bottlers that are ordering the replacement Innovation SKU for the first time, and (3) the prior year sales of the replacement Innovation SKU for the bottlers that are not ordering the replacement Innovation SKU for the first time.
- For a non-replacement Innovation SKU (an Innovation SKU new to Consolidated but not new to the system, where the SKU is not replacing an existing SKU): Production capacity is determined on a national basis. The allocation is determined on a pro rata basis among the bottlers ordering the non-replacement Innovation SKU based on (1) Consolidated's forecast for the non-replacement

Classified - Confidential



---

SKU, (2) the forecast for the non-replacement Innovation SKU for any other bottlers that are ordering the non-replacement Innovation SKU for the first time, and (3) the prior year sales of the non-replacement Innovation SKU for the bottlers that are not ordering the non-replacement Innovation SKU for the first time.

**c) Product Returns & Dunnage from DC to Plant**

- Consolidated will manage transportation at Consolidated's expense for returned product (damaged, quality issues, no shelf life remaining, etc.) and for dunnage (e.g., pallets, shells, CO2 tanks, shrink wrap, corrugate, etc.) to CCR.
  - For quality, recall, load error, or shelf life remaining issues caused by CCR, CCR will reimburse Consolidated for reasonable transportation costs (both inbound and outbound as appropriate) and reasonable handling costs, to the extent specified in the Comprehensive Beverage Agreement. For quality or recall issues caused by Consolidated, Consolidated will bear all transportation costs to CCR plants.
- Consolidated will notify CCR of proposed timing of dunnage loads so that backhaul rates may be obtained when possible if CCR is managing the freight over specific lanes.

**d) CONA Planning Master Data Updates**

- Consolidated will manage all of the planning master data for the DCs (e.g., safety stock days of supply, rounding values, etc.).
- As changes to the planning master data may cause large swings in sales orders and loads, Consolidated will notify CCR 14 days in advance of any changes or earlier if mutually agreed upon. These changes will be discussed in the weekly routines as set forth in Section 1(b) of this Service Level Agreement prior to making the changes.

**e) Operating Routines**

- Participate in the annual, trimesterly, monthly, weekly, and daily operating routines as set forth in Section 1(b) of this Service Level Agreement.

**f) Performance Metrics**

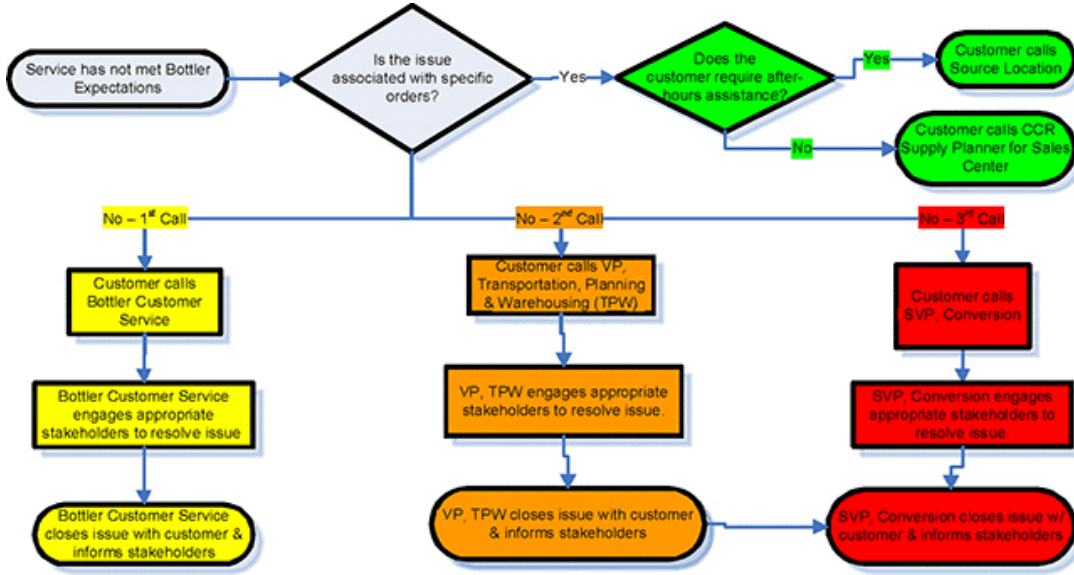
- Forecast Accuracy Performance Target for Johnson City  $\geq$  [\*\*\*] & Morristown  $\geq$  [\*\*\*] by SKU/DC/week with a 2 week lag
  - Forecast accuracy =  $1 - \text{Mean Absolute Percent Error (MAPE)}$ 
    - MAPE = the sum across all SKUs of the absolute value of the difference between the SKU-level Lag-2 Week of the Rolling Forecast provided to CCR and the actual SKU-level trade sales of Product sold by Consolidated in the Territory for such Lag-2 Week, divided by the actual SKU-level trade sales of Product sold by Consolidated in the Territory for such Lag-2 Week.
- Truck Turn Around Efficiency  $\geq$  [\*\*\*] by DC
  - Calculated by dividing the number of truckloads of Products from CCR that arrive at the DC (DC) within their delivery appointment window and are unloaded by Consolidated by 2 hours after the appointment time by the total number of truckloads of Products from CCR that arrive at the DC within their delivery appointment window.
    - Drop trailers are not included in the calculation
  - Delivery Appointment Window for each acquired DC to be set by Consolidated.

Classified - Confidential

[\*\*\*] – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

**APPENDIX 1**

**Escalation Contact Process for Consolidated (CCR-Transitioned Locations & Issues Only)**



**Escalation Contact List for Consolidated**

**1st Call:** Consolidated PSS Sr. Program Manager – System of the Future  
 ##### @coca-cola.com  
 M: (###) ###-####; O: (###) ###-####

**1st Call (if ##### is not available):**  
 #####: Consolidated PSS Team Lead–System of the Future  
 #####@coca-cola.com  
 M: (###) ###-####; O: (###) ###-####

**2nd Call:**  
 #####: VP, Transportation, Planning, & Warehousing  
 #####@coca-cola.com  
 M: (###) ###-####; O: (###) ###-####

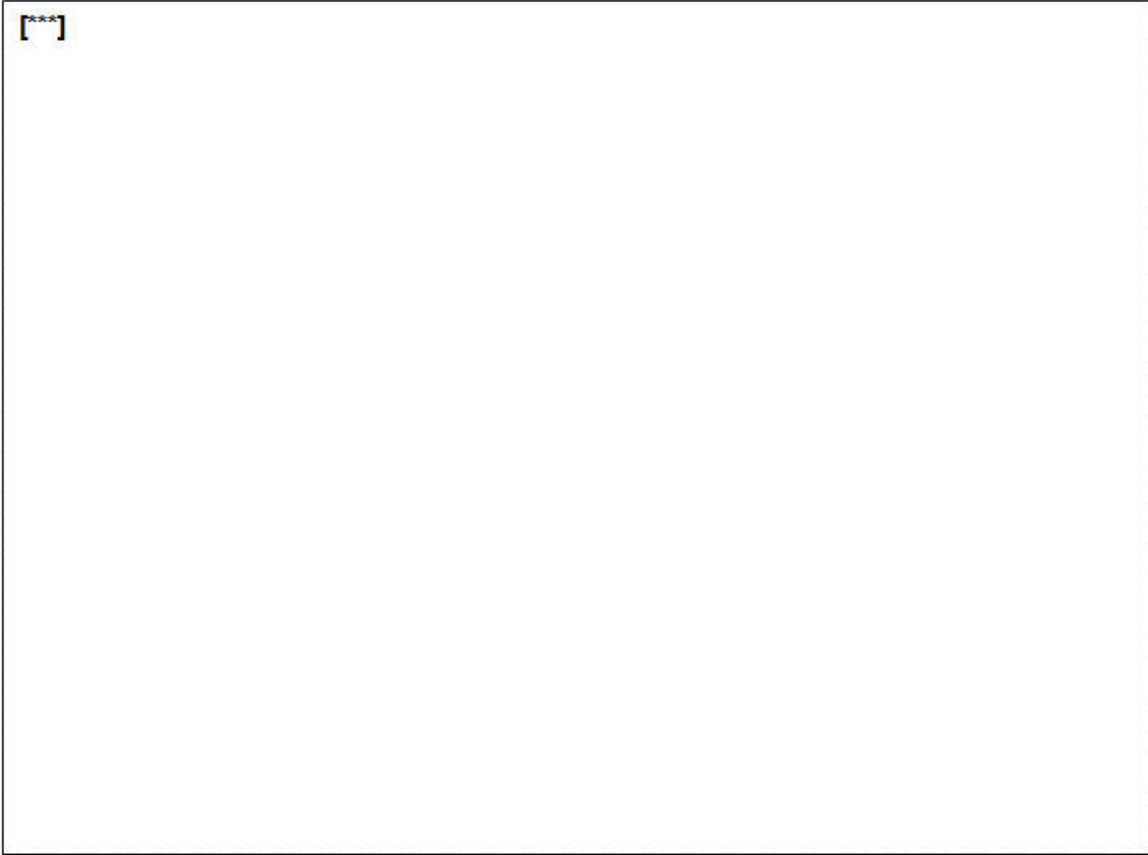
**3rd Call:**  
 #####: SVP, Conversion  
 #####@coca-cola.com  
 M: (###) ###-####; O: (###) ###-####

Classified - Confidential

---

**EXHIBIT G**

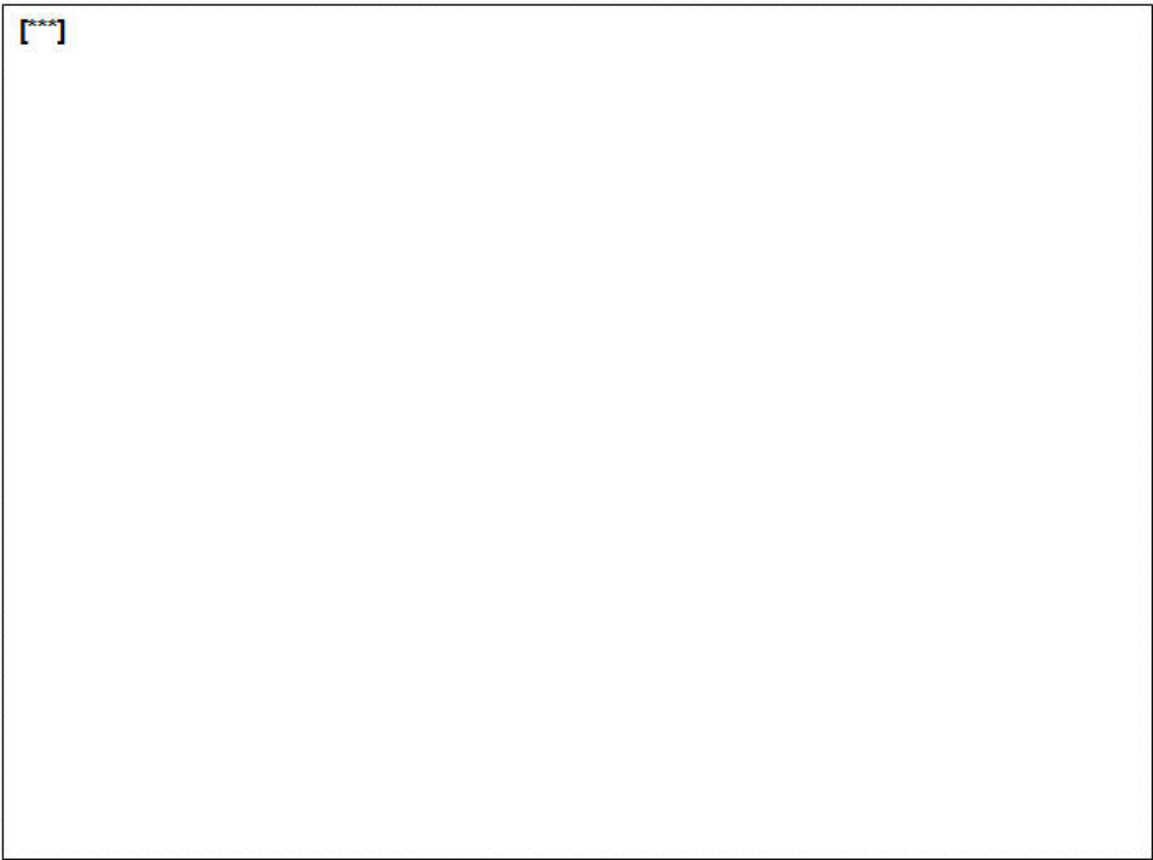
**Commercialization Process**



CIF = Common Innovation Framework

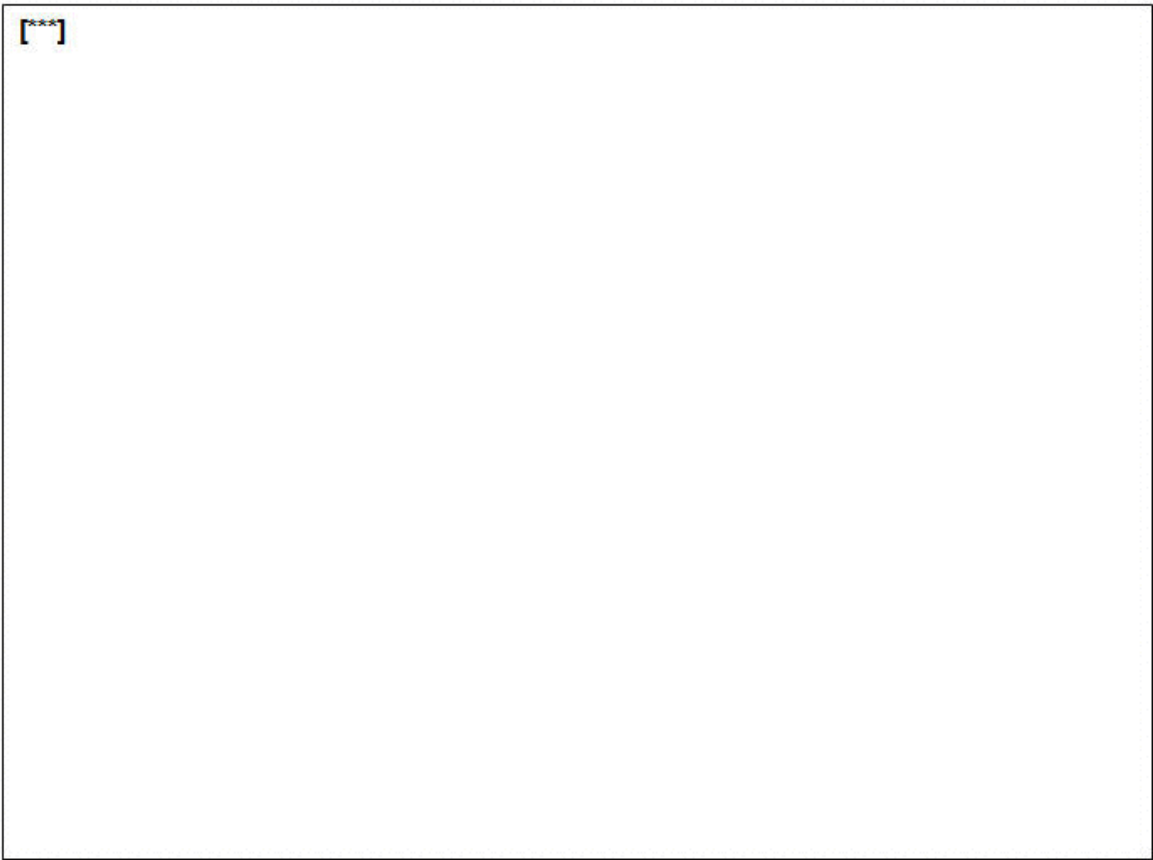
Classified - Confidential

\*\*\* – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



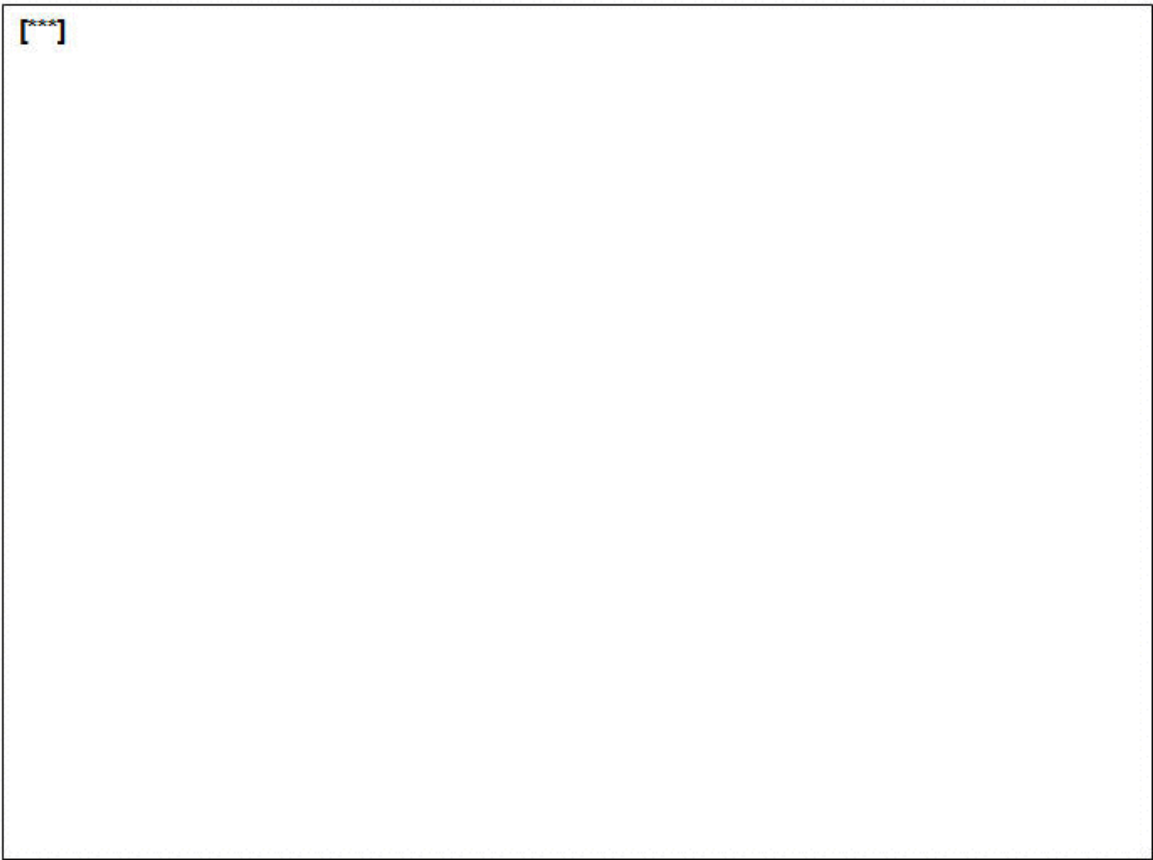
Classified - Confidential

\*\*\* – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



Classified - Confidential

\*\*\* – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.



Classified - Confidential

\*\*\* – THIS CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

**EXHIBIT H**

**Form for Bottler Local Innovation Requests for Secondary or Tertiary Packaging**

**Secondary & Tertiary Packaging Input Checklist**

Any input highlighted yellow is necessary for Innovation Planning to begin analysis. Highlighting disappears when input is filled in. \*\* Scroll over any field to see a quick example or click "Input Descriptions and Examples" Button for more information

Category	Input	Information	Source
	Project Background		
	Project Requestor Name		
	Bottler Name		
	On-Truck Date		
	On-Shelf Date		
	Sustaining/Non-Sustaining		
	Duration and Type of Launch		
	Out of Market Date		
	Regions		
	Brand(s)		
Channel(s)			
<b>Modeling</b>	Primary Packaging Type		
	Labeling		
	Secondary Packaging type		
	Tertiary Packaging Type		
	New Packages?		
	Process Required		
	Shelf Life		
	Pallet Pattern Provided?		
	Case Units		
	Channel splits		
	Brand splits		
	Agency Volume		
	Provided?		
Case Units			
Distribution Network			
<b>Add'l</b>	Additional Special Requirements		

For questions on the information required in the form and/or to forward the form when completed, contact:

#####, Director, Commercialization – Program Management Innovation  
 #####@coca-cola.com  
 (O) (###) ###-####

Classified - Confidential

*The Coca-Cola Company*

COCA-COLA PLAZA  
ATLANTA, GEORGIA

STEPHEN J. JONES  
SENIOR VICE PRESIDENT  
SYSTEM EVOLUTION

P. O. BOX 1734  
ATLANTA, GA 30301

404 676-2805  
FAX 404-598-2805

May 23, 2014

Henry W. Flint  
President and Chief Operating Officer  
Coca-Cola Bottling Co. Consolidated  
4100 Coca-Cola Plaza  
Charlotte, NC 28211

Re: CCBCC's Request for Certain Advance Waivers for Ancillary Businesses under the Comprehensive Beverage Agreement

Dear Hank:

In light of the specific facts and circumstances related to its corporate structure, Coca-Cola Bottling Co Consolidated ("CCBCC") has asked that The Coca-Cola Company ("TCCC") provide certain advance waivers under the Comprehensive Beverage Agreement, as may be amended from time to time ("CBA") with respect to CCBCC's acquisition or development of certain lines of business involving beverage activity that would otherwise be prohibited under the CBA. Defined terms used in this Letter Agreement have the meaning specified in the CBA, unless otherwise noted.

We have agreed that the provision or sale of Beverages, Beverage Components and other beverage products not authorized or permitted by the CBA will be permitted if provided or sold solely for internal consumption by employees and guests of CCBCC and its Affiliates. Generally, CCBCC and its Affiliates would intend and anticipate that Covered Beverages would be offered in every beverage category in which TCCC participates.

In connection with the territory expansion contemplated for CCBCC by that certain Letter of Intent dated April 15, 2013 between CCBCC and TCCC (the "LOI"), and as a condition to the prior consent of TCCC to the potential acquisition or development of certain lines of business identified in Section 2 of this Letter Agreement, CCBCC hereby agrees to a "Focus Period." The Focus Period will begin upon execution of the CBA for Johnson City, TN and Morristown TN territories, and will continue until January 1, 2017. If, however, TCCC or CCBCC provides written notice to the other (a) that it is terminating discussions regarding the

Classified - Confidential



---

territory and asset transactions identified on Attachment A (as amended from time to time by agreement of the parties) to this Letter Agreement (the “Contemplated Transactions”), or (b) if all of the Contemplated Transactions are consummated, that it does not intend to pursue any other transactions that would result in additional territory expansion by CCBCC, the Focus Period will expire on the date of such notice, and this Letter Agreement will apply only to the CBA(s) governing territory granted to CCBCC in connection with any of the Contemplated Transactions that were consummated prior to such date.

1. During the Focus Period, CCBCC and its Affiliates will not acquire or develop any line of business without TCCC prior written consent, which consent will not be unreasonably withheld. However, during the Focus Period, CCBCC or any of its Affiliates may continue to:

- A. develop the lines of business listed on Attachment B to this Letter Agreement (the “Existing Lines of Business”) and, upon advance written notice to TCCC, may acquire a “bolt on” (i.e., acquisition of a business in the same line of business) to any Existing Line of Business, so long as, (i) in the case of any business other than Red Classic Services LLC, any such development or acquisition refrains from using any delivery vehicles, cases, cartons, coolers, vending machines or other equipment bearing TCCC’s Trademarks and assigning personnel or management whose primary duties relate to delivery or sales of Covered Beverages or Related Products in the Territory (other than executive officers of CCBCC), and (ii) in the case of Red Classic Services LLC, CCBCC and its Affiliates comply with the conditions set forth in Attachment B; and
- B. to the extent not prohibited under CCBCC’s Master Bottle Contract and other preexisting contracts with TCCC and its Affiliates, provide, outside of the Territory (as defined in the CBA), contract manufacturing services for Beverages, Beverage Products and other beverage products that may be distributed, sold, marketed, dealt in or otherwise used or handled by third parties.

2. After the expiration of the Focus Period,

- A. Consent of TCCC (which consent will not be unreasonably withheld) will only be required for acquisition or development by CCBCC or its Affiliates in the Territory of:
  - i. any grocery, quick service restaurant, or convenience and petroleum store business engaged in the sale of Beverages, Beverage Components and other beverage products not otherwise authorized or permitted by the CBA (“Prohibited Beverages”); or

Classified - Confidential

- 
- ii. any other line of business engaged in the preparation, distribution, sale, dealing in or otherwise using or handling (collectively, "Beverage Activities") of Prohibited Beverages in which all Beverage Activities constitute in the aggregate more than ten percent (10%) of the net sales of such ancillary business provided such consent will not be required for any bolt on acquisition or development by Red Classic Services LLC provided the conditions set forth in Attachment B to this Letter Agreement will continue to apply to any such acquisition or development.
- B. In all other cases, CCBCC or its Affiliates may develop or acquire any line of business in the Territory without prior consent of TCCC, so long as CCBCC and its Affiliates refrain from using any delivery vehicles, cases, cartons, coolers, vending machines or other equipment bearing TCCC's Trademarks and assigning personnel or management whose primary duties relate to delivery or sales of Covered Beverages or Related Products in the Territory (other than executive officers of CCBCC) with respect to such line of business in the Territory and provide TCCC with at least 30 days prior written notice of the proposed line of business. If requested by TCCC within five business days of TCCC's receipt of such notice, the two most senior executive officers of CCBCC will discuss the proposed line of business with representatives of TCCC.

As used herein "CBA" means the Comprehensive Beverage Agreement being entered into on the date hereof in connection with the Johnson City, TN and Morristown, TN territories and, except as otherwise provided in the third paragraph of this Letter Agreement, any other Comprehensive Beverage Agreement, or similar agreement, entered into between the parties or their affiliates for other territories subsequent to the date of this Letter Agreement, as any of such agreements may be amended or restated from time to time. This Letter Agreement will apply to each CBA or amended CBA entered into by CCBCC, including those entered into after the date of this Letter Agreement.

Except as expressly set forth in this Letter Agreement, as applied solely to CCBCC, TCCC expressly reserves and does not waive hereunder any and all rights under the CBA or any other agreement. TCCC and CCBCC agree that the contents of this Letter Agreement are confidential and that none of the parties may discuss or disclose any of the provisions herein without the express written permission of the other parties, except (i) as required under applicable securities laws, legal process or other laws, (ii) that each party may disclose the contents of this Letter Agreement to those of its directors, officers, employees, lenders, potential financing sources and representatives of its legal, accounting and financial advisors (the persons to whom such disclosure is permissible being collectively referred to herein as "Representatives") who have a need to know such information as long as such Representatives are informed of the confidential and proprietary nature of the information. The parties agree that the merger, integration and similar provisions in each CBA stating that such CBA encompasses all agreements between the parties and supersedes all prior agreements will not have any effect on the validity and continuance of the provisions of this Letter Agreement, and TCCC and CCBCC agree never to assert that this Letter Agreement has been superseded by a merger, integration or similar provision of any CBA unless the parties specifically state in such CBA that they intend to modify or supersede this Letter Agreement by making specific reference to this Letter Agreement.

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

Classified - Confidential

---

Sincerely,

/s/ Stephen Jones  
Stephen Jones  
Senior Vice President  
System Evolution  
Coca-Cola North America

**Accepted and Agreed to:**

COCA-COLA BOTTLING CO. CONSOLIDATED

By: /s/ Henry W. Flint  
Henry W. Flint  
President and Chief Operating Officer  
Coca-Cola Bottling Co. Consolidated

*Signature Page to Letter Agreement Regarding CCBCC's for Certain Advance Waivers  
for Ancillary Businesses under the Comprehensive Beverage Agreement*

**Contemplated Transactions**

1. Johnson City/Morristown
2. Cookeville/Pikeville/Paducah
3. Knoxville/Cleveland
4. Louisville/Lexington/Evansville

Classified - Confidential

**Existing Lines of Business**

1. BYB Brands, Inc.
2. Red Classic Services LLC — An over-the-road transportation and freight brokerage business, as described and conditioned in Schedule 14A Part 2 of the CBA for Johnson City, TN and Morristown, TN, executed at the same time as this Letter Agreement, which description and conditions may be amended by agreement of the parties in future CBAs.
3. Swift Water Logistics, Inc. — A broad array of logistical supply chain products and services. This business includes (i) assessing supply chain systems, (ii) advising regarding potential solutions, (iii) developing, manufacturing, integrating and implementing processes, tools and solutions across the supply chain, and (iv) providing supply chain and operational services, including supply chain management, project management, network strategy planning, territory planning and dispatch management, warehouse management and delivery and merchandising.
4. Data Ventures Inc.—Develops and provides analytics product suites, analytics services and consulting services for a wide variety of industries. These product suites and services include data warehousing and access solutions, shopper segmentation/clustering analytics, out of stock/shelf analytics, shopper behavior analytics, pricing and promotion analytics and product assortment analytics.
5. Equipment Reutilization Solutions LLC—Provides manufacturing and maintenance services for heating, ventilation and air conditioning systems, including equipment employing refrigeration systems. These services include manufacturing, installation, periodic maintenance service, and repair of mechanical and fluid systems employed in the beverage business, such as fountain dispenser equipment, vending equipment, and fast lane/cold carton merchandizing equipment used in the beverage and other businesses.
6. Third-party logistics services (“3PL Services”) and fourth-party logistics services (“4PL Services”). 3PL Services include the performance of outsourced logistics activities, such as warehousing, inventory management, pick and pack services, and other value added services including those that have been performed traditionally within an organization itself. 4PL Services include acting as an integrator that assembles the resources, capabilities and technology to design and build, execute and manage comprehensive supply chain solutions.
7. Management services and shared services to third parties such as cooperatives, joint ventures and other entities engaged in bottling, beverage and/or other businesses that produce or distribute beverage products under license from TCCC.

Classified - Confidential

**RATIO OF EARNINGS TO FIXED CHARGES**

Coca-Cola Bottling Co. Consolidated  
 Ratio of Earnings to Fixed Charges  
 (In Thousands, Except Ratios)

	Second Quarter		First Half	
	2014	2013	2014	2013
<b>Computation of Earnings:</b>				
Income before income taxes	\$23,921	\$19,490	\$28,814	\$27,599
Add:				
Interest expense	6,864	6,926	13,610	13,819
Amortization of debt premium/discount and expenses	480	484	958	971
Interest portion of rent expense	645	588	1,263	1,108
<b>Earnings as adjusted</b>	<b>\$31,910</b>	<b>\$27,488</b>	<b>\$44,645</b>	<b>\$43,497</b>
<b>Computation of Fixed Charges:</b>				
Interest expense	\$ 6,864	\$ 6,926	\$13,610	\$13,819
Capitalized interest	47	68	109	122
Amortization of debt premium/discount and expenses	480	484	958	971
Interest portion of rent expense	645	588	1,263	1,108
<b>Fixed charges</b>	<b>\$ 8,036</b>	<b>\$ 8,066</b>	<b>\$15,940</b>	<b>\$16,020</b>
<b>Ratio of Earnings to Fixed Charges</b>	<b>3.97</b>	<b>3.41</b>	<b>2.80</b>	<b>2.72</b>

## MANAGEMENT CERTIFICATION

I, J. Frank Harrison, III, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Coca-Cola Bottling Co. Consolidated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2014

\_\_\_\_\_  
/s/ J. Frank Harrison, III  
J. Frank Harrison, III  
Chairman of the Board of Directors  
and Chief Executive Officer

## MANAGEMENT CERTIFICATION

I, James E. Harris, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Coca-Cola Bottling Co. Consolidated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2014

/s/ James E. Harris

James E. Harris  
Senior Vice President, Shared Services  
and Chief Financial Officer



CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Coca-Cola Bottling Co. Consolidated (the "Company") on Form 10-Q for the quarter ended June 29, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, J. Frank Harrison, III, Chairman of the Board of Directors and Chief Executive Officer of the Company, and James E. Harris, Senior Vice President, Shared Services and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350 as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly represents, in all material respects, the financial condition and results of operations of the Company.

/s/ J. Frank Harrison, III  
J. Frank Harrison, III  
Chairman of the Board of Directors and  
Chief Executive Officer  
August 8, 2014

/s/ James E. Harris  
James E. Harris  
Senior Vice President, Shared Services and  
Chief Financial Officer  
August 8, 2014

