

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 4) (1)

Embotelladora Andina S.A.
(Name of Issuer)

Common Stock, No Par Value
(Title of Class of Securities)

None *
(CUSIP Number)

* CUSIP number for American Depositary Shares
representing Common Stock is 29081P 10 5

Gary P. Fayard
Senior Vice President and Chief Financial Officer
The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
(404) 676-2121
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

With a copy to:
Carol Crofoot Hayes, Esq.
The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
(404) 676-2121

June 21, 2000
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

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

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

SCHEDULE 13D

CUSIP No. - None (1)

- 1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
THE COCA-COLA COMPANY
58-0628465
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) []
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*
WC
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e)
N/A []
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION
State of Delaware
- 7 NUMBER OF SOLE VOTING POWER
SHARES 41,962,864 shares of Series A Common Stock, no par value, and
BENEFICIALLY 41,962,864 shares of Series B Common Stock, no par value,
OWNED BY (See Attachment A)

EACH
 REPORTING PERSON WITH 8 SHARED VOTING POWER
 None

9 SOLE DISPOSITIVE POWER
 41,962,864 shares of Series A Common Stock, no par value, and
 41,962,864 shares of Series B Common Stock, no par value,
 (See Attachment A)

10 SHARED DISPOSITIVE POWER
 None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 41,962,864 shares of Series A Common Stock, no par value, and
 41,962,864 shares of Series B Common Stock, no par value
 (See Attachment B)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 11.0% of Series A Stock outstanding;
 11.0% of Series B Stock outstanding
 (See Attachment B)

14 TYPE OF REPORTING PERSON*
 CO

 (1) CUSIP number for American Depositary Shares representing Series A Common
 Stock and Series B Common Stock are, respectively, 29081P 20 4 and
 29081P 30 3.

*SEE INSTRUCTIONS BEFORE FILLING OUT
 - 2 -

SCHEDULE 13D

CUSIP No. - None (1)

1 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
 COCA-COLA INTERAMERICAN CORPORATION
 13-1940209

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
 (b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*
 WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
 ITEMS 2(d) OR 2(e)
 N/A []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
 State of Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH 7 SOLE VOTING POWER
 41,962,864 shares of Series A Common Stock, no par value, and
 41,962,864 shares of Series B Common Stock, no par value
 (See Attachment A)

8 SHARED VOTING POWER
 None

9 SOLE DISPOSITIVE POWER
 41,962,864 shares of Series A Common Stock, no par value, and
 41,962,864 shares of Series B Common Stock, no par value
 (See Attachment A)

10 SHARED DISPOSITIVE POWER
 None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
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 41,962,864 shares of Series B Common Stock, no par value
 (See Attachment A)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 11.0% of Series A Stock outstanding;
 11.00 of Series B Stock outstanding
 (See Attachment B)

14 TYPE OF REPORTING PERSON*

(1) CUSIP number for American Depositary Shares representing Series A Common Stock and Series B Common Stock are, respectively, 29081P 20 4, and 29081P 30 3.

*SEE INSTRUCTIONS BEFORE FILLING OUT

- 3 -

SCHEDULE 13D

CUSIP No. - None (1)

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
THE COCA-COLA EXPORT CORPORATION
13-1525101

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*
WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e)
N/A []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
State of Delaware

NUMBER OF 7 SOLE VOTING POWER
SHARES 41,962,864 shares of Series A Common Stock, no par value, and
BENEFICIALLY 41,962,864 shares of Series B Common Stock, no par value
OWNED BY (See Attachment A)
EACH

REPORTING 8 SHARED VOTING POWER
PERSON None
WITH

9 SOLE DISPOSITIVE POWER
41,962,864 shares of Series A Common Stock, no par value, and
41,962,864 shares of Series B Common Stock, no par vlaue
(See Attachment A)

10 SHARED DISPOSITIVE POWER
None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
41,962,864 shares of Series A Common Stock, no par value, and
41,962,864 shares of Series B Common Stock, no par vlaue
(See Attachment A)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*
[]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
11.0% of Series A Stock outstanding;
11.0% of Series B Stock outstanding
(See Attachment B)

14 TYPE OF REPORTING PERSON*
CO

(1) CUSIP number for American Depositary Shares representing Series A Common Stock and Series B Common Stock are, respectively, 29081P 20 4, and 29081P 30 3.

*SEE INSTRUCTIONS BEFORE FILLING OUT

- 4 -

SCHEDULE 13D

CUSIP No. - None (1)

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
COCA-COLA DE ARGENTINA S.A.
(TIN - n/a)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*
WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e)
N/A []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Republic of Argentina

NUMBER OF 7 SOLE VOTING POWER
SHARES 41,962,864 shares of Series A Common Stock, no par value, and
BENEFICIALLY 41,962,864 shares of Series B Common Stock, no par value
OWNED BY (See Attachment A)
EACH

REPORTING 8 SHARED VOTING POWER
PERSON None
WITH

9 SOLE DISPOSITIVE POWER
41,962,864 shares of Series A Common Stock, no par value, and
41,962,864 shares of Series B Common Stock, no par value
(See Attachment A)

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None

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41,962,864 shares of Series A Common Stock, no par value, and
41,962,864 shares of Series B Common Stock, no par value
(See Attachment A)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*
[]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
11.0% of Series A Stock outstanding;
11.0% of Series B Stock outstanding
(See Attachment B)

14 TYPE OF REPORTING PERSON*
CO

(1) CUSIP number for American Depositary Shares representing Series A
Common Stock and Series B Common Stock are, respectively, 29081P 20 4, and
29081P 30 3.

*SEE INSTRUCTIONS BEFORE FILLING OUT
- 5 -

ATTACHMENT A

Coca-Cola Interamerican Corporation owns directly in the aggregate 40,552,802
shares of Series A Common Stock, no par value ("Series A Stock"), and
40,552,802 shares of Series B Common Stock, no par value ("Series B Stock"),
of Embotelladora Andina S.A. ("Andina"). Coca-Cola de Argentina S.A. owns
directly in the aggregate 1,410,062 shares of Series A Stock and 1,410,062
shares of Series B Stock Coca-Cola de Argentina S.A. is a wholly owned
subsidiary of The Coca-Cola Export Corporation, and The Coca-Cola Export
Corporation and Coca-Cola Interamerican Corporation each are wholly owned
subsidiaries of The Coca-Cola Company.

ATTACHMENT B

The Reporting Persons have been informed by Andina that as of March 31, 2000,
a total of 380,137,271 shares of Series A Stock were outstanding and a total
of 380,137,271 shares of Series B Stock were outstanding.

- 6 -

AMENDMENT NO. 4
TO
STATEMENT PURSUANT TO RULE 13d-1 AND RULE 13d-2
OF THE
GENERAL RULES AND REGULATIONS
UNDER THE
SECURITIES EXCHANGE ACT OF 1934

ITEM 1. SECURITY AND ISSUER

Item 1 is hereby amended and restated as follows:

This statement relates to the Series A Common Stock, no par value ("Series A Stock"), and the Series B Common Stock, no par value ("Series B Stock"), of Embotelladora Andina S.A. ("Andina"). The legal address of Andina is Carlos Valdovinos 560, Casilla 488-3, Santiago, Chile, and the principal executive offices of Andina are located at Avenida Andres Bello No. 2687, 20th Floor, Casilla 7187, Santiago, Chile.

Pursuant to the Reclassification (as defined in Item 6), which became effective on April 7, 1997, each outstanding share of Andina's Common Stock was replaced by one newly issued share of Series A Stock and one newly issued share of Series B Stock.

The shares of Series A Stock are preferred shares, without nominal (par) value. Each share of Series A Stock has one vote per share on all matters requiring a vote of the holders of the Series A Stock and has a full right to vote without restrictions. Holders of the Series A Stock are entitled to elect six of the seven regular and alternate directors of Andina. Holders of shares of Series A Stock are entitled to receive dividends in accordance with the Estatutos Sociales of Andina.

The shares of Series B Stock are preferred shares, without nominal (par) value. The preference of the Series B Stock consists of the right to receive 110% of any and all dividends allocated by Andina with respect to the Series A Stock. This preference will last until December 31, 2130, or if earlier, the occurrence of certain other events to be specified in the Estatutos Sociales, at which time the Series A Stock and the Series B Stock will automatically become Common Stock without any preference. The Series B Stock has one vote per share and is only entitled to vote, voting as a separate class, for the election of one regular and one alternate director to the Board of Directors of Andina and with respect to certain other matters for which voting rights are required under Chilean law. In addition, during the three year period following the Reclassification, the Board of Directors of Andina may identify up to four 60-day periods during which each share of Series A Stock will be convertible, at the option of the holder, into one share of Series B Stock.

ITEM 2. IDENTITY AND BACKGROUND

Item 2 is hereby amended and restated as follows:

This statement is being filed by The Coca-Cola Company ("KO"), KO's direct wholly owned subsidiaries, Coca-Cola Interamerican Corporation ("Interamerican") and The Coca-Cola Export Corporation ("Export"), each of which companies is a Delaware corporation having its principal executive offices at One Coca-Cola Plaza, Atlanta, Georgia 30313, telephone (404)676-2121, and KO's indirect wholly owned subsidiary, Coca-Cola de

- 7 -

Argentina S.A. ("CC Argentina," and together with KO, Interamerican and Export, the "Reporting Persons"), an Argentine corporation having its principal executive offices at Paraguay 733, 1057 Buenos Aires, Argentina, telephone 541-319-2000.

KO is the largest manufacturer, distributor and marketer of soft drink concentrates and syrups in the world. KO also markets and distributes juice and juice-drink products.

Certain information with respect to the directors and executive officers of the Reporting Persons is set forth in Exhibit 99.1 attached hereto (which replaces in its entirety the previously filed Exhibit 99.1), including each director's and executive officer's business address, present principal occupation or employment, citizenship and other information.

None of the Reporting Persons nor, to the best of their knowledge, any director, executive officer or controlling person of any of the Reporting Persons has, during the last five years, been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which proceeding any Reporting Person or any director, executive officer or controlling person of any Reporting Person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, or finding any violation with respect to federal or state securities laws.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 is hereby amended, supplemented and, to the extent expressly

inconsistent with the information previously filed under this Item, superseded by the following:

KO has decided to pursue the possibility of a transaction (the "Potential Transaction") in which KO's bottling operations in Brazil and Andina's bottling operations in Brazil would be combined via a merger, joint venture, partnership or similar transaction. KO's bottling operations in Brazil comprise five Coca-Cola bottling territories: Juiz de Fora; Nova Iguacu; Belo Horizonte; Divinopolis; and Montes Claros. Andina's bottling operations in Brazil comprise five Coca-Cola bottling territories: Rio de Janeiro; Niteroi; Campos; Vitoria; and Governador Valadares. All ten of the foregoing Coca-Cola bottling territories are located in the southeast region of Brazil.

Andina also has distribution rights with respect to Kaiser Beer in the same five geographic territories in Brazil in which it has Coca-Cola bottling rights. It is contemplated that Andina would include these distribution rights as part of the Potential Transaction.

KO and Andina have engaged, and continue to engage, in exploratory discussions and information sharing regarding a Potential Transaction; however, to date no definitive agreements or understandings exist between the two parties regarding the terms or conditions of a Potential Transaction. There can be no assurance that any such agreements or understandings can be reached or that a Potential Transaction will be consummated. Further, there can be no assurance as to the terms and conditions of any particular transaction that might be consummated in the future. On June 21, 2000, KO and Andina entered into a Confidentiality Agreement (the "Confidentiality Agreement") intended to facilitate the

- 8 -

exploratory discussions and the information sharing process regarding the Potential Transaction. A copy of the Confidentiality Agreement is attached hereto as Exhibit 99.12 and is incorporated herein by reference.

KO invests in bottling operations such as Andina in order to maximize the strength and efficiency of KO's production, distribution and marketing systems around the world. In line with this bottling strategy, KO regularly reviews its options relating to its investments in bottling operations throughout the world, including its investment in Andina. As part of this review, KO from time to time may consider, evaluate and propose various possible transactions involving Andina or its subsidiaries, which could include, without limitation:

- (i) the possible acquisition of additional securities of Andina, or the disposition of securities of Andina;
- (ii) possible extraordinary corporate transactions (such as a merger, consolidation or reorganization) involving Andina or any of its subsidiaries, particularly with other bottling companies in Latin America (including other bottling companies in which one or more of the Reporting Persons may have a direct or indirect equity interest); or
- (iii) the possible acquisition by Andina or its subsidiaries of assets of or interests in one or more bottling companies, particularly bottling companies in Latin America (including other bottling companies in which one or more of the Reporting Persons may have a direct or indirect equity interest), or the possible sale of assets or bottling operations by Andina or its subsidiaries.

Except as discussed herein or as previously disclosed in this Schedule 13D, none of the Reporting Persons has any plans or proposals which relate to or would result in:

- (i) The acquisition by any person of additional securities of Andina, or the disposition of securities of Andina;
- (ii) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Andina or any of its subsidiaries;
- (iii) A sale or transfer of a material amount of assets of Andina or of any of its subsidiaries;
- (iv) A change in the present board of directors or management of Andina, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (v) Any material change in the present capitalization or dividend policy of Andina;

- (vi) Any other material change in Andina's business or corporate structure;
- (vii) Changes in Andina's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of Andina by any person;

- 9 -

- (viii) Causing a class of securities of Andina to be delisted from a national securities exchange or to cease to be authorized to be quoted in an interdealer quotation system of a registered national securities association;
- (ix) A class of equity securities of Andina becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or
- (x) Any action similar to any of those enumerated above.

However, any of the Reporting Persons at any time may propose any of the foregoing which it considers desirable.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 is hereby amended, supplemented and, to the extent expressly inconsistent with the information previously filed under this Item, superseded by the following:

Interamerican owns directly 40,552,802 shares of Series A Stock and 40,552,802 shares of Series B Stock of Andina. CC Argentina owns directly 1,410,602 shares of Series A Stock and 1,410,602 shares of Series B Stock of Andina. As described in Item 2 of this Schedule 13D, Interamerican and CC Argentina are direct or indirect subsidiaries of KO, and CC Argentina is a direct subsidiary of Export (which in turn is a direct subsidiary of KO). Thus, the Reporting Persons collectively beneficially own and have sole voting and dispositive power over an aggregate of 41,962,864 shares of Series A Stock and 41,962,864 shares of Series B Stock, or approximately 11.0% of the outstanding Series A Stock and 11.0% of the outstanding Series B Stock of Andina, respectively. (See Attachment B.)

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 is hereby amended and supplemented by adding to the information previously filed under this Item the following:

- Exhibit 99.1 * - Directors and Executive Officers
- Exhibit 99.12 - Confidentiality Agreement, dated June 21, 2000, between The Coca-Cola Company and Embotelladora Andina S.A.

- -----
*Replaces previously filed form of Exhibit 99.1.

- 10 -

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

THE COCA-COLA COMPANY

By: /S/ GARY P. FAYARD

Gary P. Fayard
Senior Vice President and
Chief Financial Officer

Date: June 21, 2000

COCA-COLA INTERAMERICAN CORPORATION

By: /S/ GARY P. FAYARD

Gary P. Fayard
Vice President and
Chief Financial Officer

Date: June 21, 2000

THE COCA-COLA EXPORT CORPORATION

By: /S/ GARY P. FAYARD

Gary P. Fayard
Senior Vice President and
Chief Financial Officer

Date: June 21, 2000

COCA-COLA DE ARGENTINA S.A.

By: /S/ GLENN JORDAN

Glenn Jordan
President

Date: June 21, 2000

- 11 -

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
- - - - -	- - - - -
99.1 *	Directors and Executive Officers
99.12	Confidentiality Agreement, dated June 21, 2000, between The Coca-Cola Company and Embotelladora Andina S.A.

- - - - -
[FN]
* Replaces previously filed form of Exhibit 99.1.
</FN>

DIRECTORS AND EXECUTIVE OFFICERS

Set forth below is the name, business address and present occupation or employment of each director and executive officer of The Coca-Cola Company, The Coca-Cola Export Corporation, Coca-Cola Interamerican Corporation and Coca-Cola de Argentina S.A. Except as indicated below, each such person is a citizen of the United States. None of the directors and executive officers named below owns any Common Stock of Embotelladora Andina S.A. Directors of a named corporation who are also executive officers of that corporation are indicated by an asterisk. Except as indicated below, the business address of each director and executive officer named below is One Coca-Cola Plaza, Atlanta, Georgia 30313.

<TABLE>
 DIRECTORS OF THE COCA-COLA COMPANY
 <CAPTION>

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S> Douglas N. Daft *	<C> Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company Mr. Daft is a citizen of Australia.	<C>
Herbert A. Allen	President, Chief Executive Officer and a Managing Director of Allen & Company Incorporated, a privately held investment banking firm	Allen & Company Incorporated 711 Fifth Avenue New York, NY 10022
Ronald W. Allen	Consultant to and advisory director of Delta Air Lines, Inc., a major U.S. air transportation company	Monarch Tower Suite 1745 3424 Peachtree Road NE Atlanta, GA 30326
Cathleen P. Black	President of the Hearst Magazines, a unit of The Hearst Corporation, a major media and communications company	Hearst Magazines 959 8th Avenue New York, NY 10019
Warren E. Buffett	Chairman of the Board of Directors and Chief Executive Officer of Berkshire Hathaway Inc., a diversified holding company	Berkshire Hathaway Inc. 1440 Kiewit Plaza Omaha, NE 68131

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<TABLE>
 DIRECTORS OF THE COCA-COLA COMPANY - cont'd
 <CAPTION>

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S> Susan B. King	<C> President of the Leadership Initiative, a support corporation of Duke University, charged with the establishment of undergraduate college leadership programs	<C> Duke University The Leadership Initiative Box 90545 Durham, NC 27708-0545
Donald F. McHenry	Distinguished Professor in the Practice of Diplomacy, Georgetown University; a principal owner and President of The IRC Group, LLC, a New York City and Washington, D.C. consulting firm	The IRC Group, LLC 1320 19th Street, N.W. Suite 410 Washington, D.C. 20036
Sam Nunn	Partner in the law firm of King & Spalding since January 1997	King & Spalding 191 Peachtree Street Atlanta, GA 30303-1763
Paul F. Oreffice	Retired as Chairman of the Board of Directors and Chief Executive Officer of The Dow Chemical Company in 1992 (The Dow Chemical Company is a diversified chemical, metals, plastics and packaging	11120 North 107th Way Scottsdale, AZ 85259

	company)	
James D. Robinson II	Chairman and Chief Executive Officer of RRE Investors, LLC, a private information technology venture investment firm; General Partner of RRE Ventures, L.P.; Chairman of Violy, Byorum & Partners Holdings, LLC, a private firm specializing in financial advisory and investment banking activities in Latin America; and President of J.D. Robinson, Inc., a strategic advisory company	J.D. Robinson Inc. 22nd Floor 126 East 56th Street New York, NY 10022
Peter V. Ueberroth	Investor and Managing Director, The Contrarian Group, Inc., a Business management company	The Contrarian Group, Inc. Suite 111 1071 Camelback Street Newport Beach, CA 92660
James B. Williams	Director and Chairman of the Executive Committee of SunTrust Banks, Inc., a bank holding Company	SunTrust Banks, Inc. P.O. Box 4418 Atlanta, GA 30302

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<TABLE>
EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY
<CAPTION>

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S> Jack L. Stahl	<C> President and Chief Operating Officer	<C>
James E. Chestnut	Executive Vice President, Operation Support Mr. Chestnut is a citizen of the United Kingdom.	
Charles S. Frenette	Executive Vice President and President of the Greater Europe Group	
Joseph R. Gladden, Jr.	Executive Vice President and General Counsel	
Carl Ware	Executive Vice President, Global Public Affairs and Administration	
Gary P. Fayard	Senior Vice President and Chief Financial Officer	
Stephen C. Jones	Senior Vice President and Chief Marketing Officer	

</TABLE>

3

<TABLE>
DIRECTORS OF THE COCA-COLA EXPORT CORPORATION
<CAPTION>

NAME AND TITLE	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S> Douglas N. Daft * Chairman of the Board and a Director	<C> Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company Mr. Daft is a citizen of Australia.	<C>
James E. Chestnut Executive Vice President and a	Executive Vice President, Operations Support of The Coca-Cola Company	

Director

Mr. Chestnut is a citizen of the United Kingdom.

Joseph R. Gladden, Jr.* Executive Vice President and General
Executive Vice Counsel of The Coca-Cola Company
President and a
Director

</TABLE>

<TABLE>

EXECUTIVE OFFICERS OF THE COCA-COLA EXPORT CORPORATION

<CAPTION>

NAME AND TITLE	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S>	<C>	<C>
Jack L. Stahl President	President and Chief Operating Officer of The Coca-Cola Company	
Charles S. Frenette Executive Vice President	Executive Vice President of The Coca-Cola Company and President of the Greater Europe Group	
Alexander R.C. Allan Senior Vice President	Senior Vice President of The Coca-Cola Company	
Timothy J. Haas Senior Vice President	Senior Vice President of The Coca-Cola Company	
Gary P. Fayard Senior Vice President and Chief Financial Officer	Senior Vice President and Chief Financial Officer of The Coca-Cola Company	
David M. Taggart Vice President and Treasurer	Vice President and Treasurer of The Coca-Cola Company	

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<TABLE>

EXECUTIVE OFFICERS OF THE COCA-COLA EXPORT CORPORATION - cont'd

<CAPTION>

NAME AND TITLE	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S>	<C>	<C>
William J. Davis Vice President and General Counsel	Vice President and Associate General Counsel of The Coca-Cola Company	
Steve M. Whaley Vice President and General Tax Counsel	Vice President and General Tax Counsel of The Coca-Cola Company	
Lawrence R. Cowart Vice President	Vice President of The Coca-Cola Company	
Donald W. Short Vice President	Vice President of The Coca-Cola Company	

</TABLE>

5

<TABLE>

DIRECTORS OF COCA-COLA INTERAMERICAN CORPORATION

<CAPTION>

NAME AND TITLE	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S>	<C>	<C>
Douglas N. Daft * Chairman of the Board and a Director	Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company	

Mr. Daft is a citizen of Australia.

James E. Chestnut * Executive Vice President, Operations
Executive Vice Support of The Coca-Cola Company
President and a
Director

Mr. Chestnut is a citizen of the
United Kingdom.

Joseph R. Gladden, Jr.* Executive Vice President and General
Executive Vice Counsel of The Coca-Cola Company
President and a
Director

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<TABLE>
EXECUTIVE OFFICERS OF COCA-COLA INTERAMERICAN CORPORATION
<CAPTION>

NAME AND TITLE	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S> Jack L. Stahl President	<C> President and Chief Operating Officer of The Coca-Cola Company	<C>
Gary P. Fayard Senior Vice President and Chief Financial Officer	Senior Vice President and Chief Financial Officer of The Coca-Cola Company	
David M. Taggart Vice President and Treasurer	Vice President and Treasurer of The Coca-Cola Company	
Steve M. Whaley Vice President and General Tax Counsel	Vice President and General Tax Counsel of The Coca-Cola Company	
Lawrence R. Cowart Vice President	Vice President of The Coca-Cola Company	

</TABLE>

6

<TABLE>
DIRECTORS AND EXECUTIVE OFFICERS OF COCA-COLA DE ARGENTINA S.A.
<CAPTION>

NAME AND TITLE	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
<S> Glenn Jordan * Chairman of the Board, President and a Director	<C> President, River Plate Division of the Latin America Group, The Coca-Cola Company	<C> Coca-Cola de Argentina S.A. Paraguay 733 1057 Buenos Aires Argentina
	Mr. Jordan is a citizen of Colombia.	
Mario Rivera * Vice President and a Director	Legal Director, River Plate Division of the Latin America Group, The Coca-Cola Company	Coca-Cola de Argentina S.A. Paraguay 733 1057 Buenos Aires Argentina
	Mr. Rivera is a citizen of Colombia.	
Mariano Rossi Director	Finance Director, River Plate Division of the Latin America Group, The Coca-Cola Company	Coca-Cola de Argentina S.A. Paraguay 733 1057 Buenos Aires Argentina
	Mr. Rossi is a citizen of Argentina.	

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CONFIDENTIALITY AGREEMENT

In connection with the possible merger of the Sarmento and Goncalvez bottling operations in Brazil with the bottling operations in Brazil currently owned by Rio de Janeiro Refrescos Ltda. (collectively, the Sarmento, Goncalvez and Rio de Janeiro Refrescos Ltda. Bottling operations will be referred to as the "Bottlers") Embotelladora Andina S.A. and one or more of its subsidiaries ("Andina") and The Coca-Cola Company and one or more of its subsidiaries ("KO") are each prepared to furnish certain information concerning said transaction (the "Transaction") which is non-public, confidential or proprietary in nature (the "Confidential Information") to one another. For the purposes of this document, unless the parties are referred by their specific names, they will be referred collectively as "Parties" and individually as "Party". As used herein, "Confidential Information" includes all oral or written information or documentation, in whole or in part, concerning the Transaction that is designated "Confidential" by the Party disclosing such Confidential Information (hereinafter referred to as a "Disclosing Party"), and that the Disclosing Party has provided or has been provided on behalf of the Disclosing Party to the Parties receiving such Confidential Information (each hereinafter referred to individually as a "Receiving Party") or, on the Receiving Party's behalf, to its agents, employees and representatives, that contains any such information and the Parties' review of or interest in the Transaction. The Disclosing Party shall use all reasonable efforts to identify all Confidential Information provided by it as such.

Following the execution of this Agreement, Andina and KO shall commence good faith negotiations towards reaching a mutually acceptable definitive Transaction agreement. In the event that either Andina or KO believes that the negotiations have not been successful and that further negotiation would not be in its best interest, that Party may terminate negotiations at any time by written notice to the other Party. Unless and until a definitive Transaction agreement has been executed and delivered, neither Andina nor KO will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this or any other written or oral

expression by such Party or any of their representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

The term "Confidential Information" shall not include any portion of the information that (i) is or becomes generally available to the public other than as a result of a disclosure by any Receiving Party or its agents, representatives or employees in violation of this Agreement or (ii) is or becomes available to any Receiving Party on a non-confidential basis other than from a source known by such Receiving Party to be bound by a confidentiality obligation or otherwise bound by a duty of confidentiality.

The Parties agree that the methods of valuation used by Andina or KO and any economic valuation of the Bottlers developed by Andina or KO shall be treated as Confidential Information hereunder and Andina and KO shall afford the same treatment with respect to such information as is required with respect to Confidential Information relating to the Bottlers.

The Parties agree that Confidential Information will be kept confidential and shall not, except as hereinafter provided, without the prior written consent of the Disclosing Party, be disclosed by either the Receiving Party or its agents, representatives or employees in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party other than in connection with evaluating the Transaction. Moreover, each Receiving Party agrees to transmit the Confidential Information only to its respective agents, representatives and employees who need to know the Confidential Information for the purpose of evaluating the Transaction and such agents, representatives and employees shall agree to be bound by the terms and conditions of this Agreement.

The Parties and their respective agents, representatives and employees shall not, without the prior written consent of all Parties hereto, disclose to any individual or entity the fact that the Confidential Information has been made available to any Receiving Party, that discussions or

negotiations are taking place or have taken place concerning the Transaction, or any of the terms, conditions or other facts with respect to the Transaction.

Each Party will provide copies of this Agreement to its respective agents, representatives and employees, explain their responsibilities and obligations under this Agreement and establish internal controls to ensure that the Confidential Information is properly protected from unauthorized disclosure or use. Each Party will be responsible for any failure on the part of any of its agents, representatives and employees to adhere to the terms of this Agreement.

Each Party hereby acknowledges that it is aware, and will advise its agents, representatives and employees who are informed as to matters which are subject to this Agreement, that the United States Securities Laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

In the event that negotiations are terminated, each Receiving Party agrees that it will, at the request of the Disclosing Party, return the Confidential Information delivered to it by the Disclosing Party promptly upon such request or, if requested by Disclosing Party, destroy such Confidential Information. In the event that Confidential Information is destroyed pursuant to the provisions of this Agreement, the Receiving Party destroying such Confidential Information shall provide the Disclosing Party with a certificate of destruction executed by an authorized officer supervising such destruction. Notwithstanding the first sentence of this paragraph, the portion of the Confidential Information that consists of analyses, compilations, studies, other documents or electronic media prepared by either Receiving Party or its agents, representatives or employees, may be retained by such Receiving Party so long as it is kept confidential subject to the terms of this Agreement.

In the event that a Receiving Party or anyone to whom a Receiving Party transmits Confidential Information becomes legally compelled to disclose any Confidential Information, such Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Agreement, such Receiving Party will furnish only that portion of the Confidential Information that it is advised by legal counsel is required to be disclosed and will exercise all reasonable efforts to obtain a protective order; such Receiving Party will also use all reasonable efforts to ensure that confidential treatment will be accorded the Confidential Information.

The obligations of confidentiality set forth in this Agreement shall remain in effect until the earlier of the second anniversary of the date hereof or the date all Confidential Information delivered hereunder is returned to the Disclosing Party or destroyed pursuant to the provisions of this Agreement, to the extent such Confidential Information is required to be returned or destroyed.

Andina and KO understand and agree that no contract, agreement or understanding of any kind providing for the Transaction shall be deemed to exist between or among them unless and until a definitive Transaction agreement has first been executed and delivered, and Andina and KO hereby waive, in advance, any claims (including, without limitation, breach of contract) in connection with the Transaction unless and until they have entered into such a definitive Transaction agreement. Andina and KO agree that, unless and until such a definitive Transaction agreement has been executed and delivered by them, neither Party nor its respective directors, officers, stockholders, partners, affiliates, employees or agents shall have any legal obligation of any kind whatsoever with respect to the Transaction except for matters specifically agreed to in this Agreement.

This Agreement constitutes the entire Agreement among the Parties with regard to the subject matter hereof. No modifications, amendments or waivers shall be binding without the prior written consent of the Party or Parties affected.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement shall not be assigned (whether by operation of law or otherwise) without the prior written consent of all Parties. The Parties agree to cause all their respective subsidiaries to abide by the terms of this Agreement.

This Agreement and the rights and liabilities of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, applicable to contracts made to be performed therein. Furthermore, each of the Parties to this Agreement hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the federal district or state courts sitting in the city of Atlanta, Georgia, for any actions, suits or proceedings arising out of or related to this Agreement and the Transaction contemplated hereby (and each Party agrees not to commence any such action, suit or proceeding except in such courts), and further agrees that the service of any process, summons, notice or document by registered or

express mail to its address set forth below shall be effective service of process for any action, suit or proceeding and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement or the Transaction contemplated hereby.

Each Party agrees and acknowledges that, in the event of any breach by it of the terms of this Agreement, the other Parties would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that each Party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to compel specific performance of this Agreement and shall be entitled to such mandatory injunctive or other relief as may be

necessary or appropriate to carry out the intent of the Parties with respect to this Agreement in any action instituted in any court having subject matter jurisdiction thereof.

In any case where any notice, service of process or other communication is required to be given hereunder, such notice, service of process or other communication shall be in writing and (i) personally delivered, (ii) sent by express mail (iii) transmitted by facsimile (with subsequent confirmation that it has received) at the following addresses (or such other addresses as the Parties may designate from time to time to each other by due notice pursuant to this paragraph h):

(i) If to Andina:

Embotelladora Andina S.A.
Av. Carlos Valdovinos 540
Comuna de San Joaquin
Santiago de Chile
Attention: General Counsel, Legal Department
Telephone:
Facsimile:

(ii) If to KO:

The Coca-Cola Company
One Coca-Cola Plaza, NW
Atlanta, Georgia 30313
Attention: General Counsel, Latin America Group
Telephone: (404) 676-4133
Facsimile: (404) 676-4596

The terms and conditions contained herein constitute the entire Agreement between the Parties relating to the subject matter of this Agreement and shall supersede all previous communication among the Parties with respect to the subject matter of this Agreement.

Each Party shall pay its own legal and other costs, charges and expenses connected with this Agreement and the performance of their obligations hereunder.

This Agreement shall not be deemed or construed in any way to result in the creation of any rights in any person not a Party to this Agreement.

ACCEPTED: THE COCA-COLA COMPANY

By: /S/ WILLIAM J. DAVIS

Date: June 21, 2000

ACCEPTED: EMBOTELLADORA ANDINA S.A.

By: JAIME GARCIA R.

By: PEDRO PELLEGRINI R.

Date: June 21, 2000