

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 6) (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  
Series A Common Stock is  
29081P 20 4

CUSIP number for American Depositary Shares representing  
Series B Common Stock is  
29081P 30 3

Gary P. Fayard  
Executive 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:  
Parth S. Munshi, Esq.  
The Coca-Cola Company  
One Coca-Cola Plaza  
Atlanta, Georgia 30313  
(404) 676-2121

April 30, 2004  
(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\*  
N/A

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 8 SHARED VOTING POWER  
REPORTING None  
PERSON 9 SOLE DISPOSITIVE POWER  
WITH 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 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 numbers 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

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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\*  
N/A
- 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
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SHARES\* [ ]
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11.0% of Series B Stock outstanding  
(See Attachment B)
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CO

- -----  
(1) CUSIP numbers 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

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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\*  
N/A

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

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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 numbers 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

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SCHEDULE 13D

CUSIP No. - None (1)

1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  
Servicios Y Productos Para Bebidas Refrescantes S.R.L. (formerly  
known as 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\*  
N/A

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  
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(See Attachment A)  
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11.0% of Series B Stock outstanding  
(See Attachment B)

14 TYPE OF REPORTING PERSON\*  
CO

- - - - -  
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Stock and Series B Common Stock are, respectively, 29081P 20 4, and 29081P 30 3.

\*SEE INSTRUCTIONS BEFORE FILLING OUT

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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"). Servicios Y Productos Para Bebidas  
Refrescantes S.R.L. (formerly known as 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. Servicios Y Productos Para Bebidas Refrescantes S.R.L.  
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.

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ATTACHMENT B

The Reporting Persons have been informed by Andina that as of August 28, 2003, 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.

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This Amendment No. 6 amends and supplements the original Schedule 13D filed on May 18, 1987 by The Coca-Cola Company, as amended by Amendments 1 through 5 (the "Schedule 13D"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Schedule 13D.

#### 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, Servicios Y Productos Para Bebidas Refrescantes S.R.L. (formerly known as Coca-Cola de Argentina S.A.) ("CC Argentina"), an Argentine limited partnership having its principal executive offices at Paraguay 733, 1057 Buenos Aires, Argentina, telephone 541-319-2000. (CC Argentina, together with KO, Interamerican and Export, the "Reporting Persons").

KO is the largest manufacturer, distributor and marketer of nonalcoholic beverage concentrates and syrups in the world. KO also markets and distributes juices and juice drinks and certain water 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 and supplemented by adding to the information previously filed under this Item the following:

A subsidiary of KO ("KO Sub") and Andina signed a non-binding letter of intent on April 30, 2004 with respect to a proposed transaction in which KO Sub and Andina would exchange certain bottling assets. The letter of intent is attached hereto as Exhibit 99.2. Until definitive documentation

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is executed, the parties have no binding legal obligation to close the proposed transaction. There can be no assurances that an agreement with respect to such a transaction will be reached, or, if an agreement is reached, that it will be on terms consistent with those described above or that any transaction will be consummated.

KO invests in bottling operations such as Andina in order to maximize the strength and efficiency of its 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, including with 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 or interests in one or more bottling companies, 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.

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 of the Reporting Persons

Exhibit 99.2 - Letter of Intent, dated as of April 30, 2004, between Recofarma Industria Do Amazonas Ltda and Embotelladora Andina S.A.

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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/ David M. Taggart  
David M. Taggart  
Vice President and Treasurer

Date: May 3, 2004

COCA-COLA INTERAMERICAN CORPORATION

By: /s/ David M. Taggart  
David M. Taggart  
Vice President and Treasurer

Date: May 3, 2004

THE COCA-COLA EXPORT CORPORATION

By: /s/ David M. Taggart  
David M. Taggart  
Vice President and Treasurer

Date: May 3, 2004

SERVICIOS Y PRODUCTOS PARA BEBIDAS  
REFRESCANTES S.R.L.

By: /s/ James Quincey  
James Quincey  
Principal Manager

Date: May 3, 2004

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EXHIBIT INDEX

EXHIBIT

DESCRIPTION

Exhibit 99.1 - Directors and Executive Officers of the Reporting Persons.

Exhibit 99.2 - Letter of Intent, dated as of April 30, 2004, between  
Recofarma Industria Do Amazonas Ltda and Embotelladora  
Andina S.A.

## 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 Servicios Y Productos Para Bebidas Refrescantes S.R.L. (formerly known as 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 beneficially own 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 executive officer named below is One Coca-Cola Plaza, Atlanta, Georgia 30313.

## DIRECTORS OF THE COCA-COLA COMPANY

NAME ----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Douglas N. Daft*	Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company  Mr. Daft is a citizen of Australia.	
Herbert A. Allen	President, Chief Executive Officer and Director of Allen & Company Incorporated a privately held investment 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 Hearst Magazines, a unit of The Hearst Corporation, a major media and communications company	Hearst Magazines 1345 Ave. of the Americas New York, NY 10105
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
Barry Diller	Chairman of the Board and Chief Executive Officer of InterActive Corp. (formerly USA Interactive), an interactive commerce company	IAC/Interactive Corp. 152 W. 57th Street 42nd Floor New York, NY 10019
Donald R. Keough	Chairman of the Board of Allen & Company Incorporated, a privately held investment company	DMK International 200 Galleria Parkway Suite 970 Atlanta, GA 30339

## DIRECTORS OF THE COCA-COLA COMPANY (continued)

NAME ----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Susan Bennett King	Chairman of the Board of The Leadership Initiative, Terry Sanford Institute of Public Policy, a support corporation of Duke University charged with the establishment of undergraduate college leadership programs	Duke University The Leadership Initiative Box 90545 Durham, NC 27708-0545
Maria Elena Lagomasino	Chairman and Chief Executive Officer of J.P. Morgan Private Bank, a unit of J.P. Morgan Chase	J.P. Morgan Private Bank 345 Park Avenue 11th Floor New York, NY 10154



Donald F. McHenry	Distinguished Professor in the Practice of Diplomacy and International Affairs at the School of Foreign Service, Georgetown University; a principal owner and President of The IRC Group, LLC, a Washington, D.C. consulting firm	The IRC Group, LLC 1320 19th Street, N.W. Suite 410 Washington, D.C. 20036
Robert L. Nardelli	Chairman of the Board, President and Chief Executive Officer of The Home Depot, Inc., a major home improvement retailer	The Home Depot, Inc. 2455 Paces Ferry Road, NW Atlanta, GA 30339-4024
Sam Nunn	Co-Chairman and Chief Executive Officer of the Nuclear Threat Initiative, a charitable organization working to reduce the global threat from nuclear biological and chemical weapons	King & Spalding 191 Peachtree Street Atlanta, GA 30303-1763
J. Pedro Reinhard	Director, Executive Vice President and Chief Financial Officer of The Dow Chemical Company, a specialty company  Mr. Reinhard is a citizen of Brazil.	The Dow Chemical Company 2030 Dow Center Midland, MI 48674
James D. Robinson III	General Partner of RRE Ventures and Chairman of RRE Investors, LLC, private information technology investment firms; and President of JD Robinson, Inc. a strategic advising firm	RRE Investors, LLC 22nd Floor 126 East 56th Street New York, NY 10022
Peter V. Ueberroth	Investor and Chairman of The Contrarian Group, Inc., a business management company	The Contrarian Group, Inc. Suite 111 1071 Camelback Street Newport Beach, CA 92660

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DIRECTORS OF THE COCA-COLA COMPANY (continued)

NAME ----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
James B. Williams	Director and Chairman of the Executive Committee of SunTrust Banks, Inc., a bank holding company	SunTrust Banks, Inc. 25 Park Place, N.E. 2nd Floor Atlanta, GA 30303

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EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY

NAME ----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Douglas N. Daft*	Chairman of the Board of	

Directors and Chief Executive  
Officer of The Coca-Cola Company

Mr. Daft is a citizen of Australia.

Steven J. Heyer            President and Chief Operating  
                                 Officer of The Coca-Cola Company

Donald R. Knauss        Executive Vice President of  
                                 The Coca-Cola Company and President  
                                 and Chief Operating Officer,  
                                 North America

Mary Minnick            Executive Vice President of  
                                 The Coca-Cola Company and President  
                                 and Chief Operating Officer, Asia

Alexander R.C. Allan    Executive Vice President of  
                                 The Coca-Cola Company and President  
                                 and Chief Operating Officer, Europe,  
                                 Eurasia and Middle East

Mr. Allan is a citizen of the United  
Kingdom.

Alexander B. Cumming,  
Jr.                        Executive Vice President of  
                                 The Coca-Cola Company and President  
                                 and Chief Operating Officer, Africa

Jose Octavio Reyes      Executive Vice President of            Coca-Cola de Mexico  
                                 The Coca-Cola Company and President    Ruben Dario 115  
                                 and Chief Operating Officer,            Mexico DF 11580  
                                 Coca-Cola Latin America

Mr. Reyes is a citizen of Mexico.

Deval L. Patrick        Executive Vice President, General  
                                 Counsel and Secretary of  
                                 The Coca-Cola Company

Gary P. Fayard         Executive Vice President and Chief  
                                 Financial Officer of The Coca-Cola  
                                 Company

Clyde C. Tuggle        Senior Vice President, Worldwide  
                                 Public Affairs and Communications,  
                                 of The Coca-Cola Company

Daniel P. Palumbo      Senior Vice President and Chief  
                                 Marketing Officer of The Coca-Cola  
                                 Company

Mr. Palumbo is a citizen of Canada.

EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY (continued)

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
----	-----	-----
Danny L. Strickland	Senior Vice President, Innovation and R&D of The Coca-Cola Company	

## DIRECTORS OF THE COCA-COLA EXPORT CORPORATION

NAME -----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Connie D. McDaniel*	Vice President and Controller of The Coca-Cola Company	
Marie D. Quintero	Vice President of The Coca-Cola Company and Director of Mergers and Acquisitions	
Steve M. Whaley*	Vice President and General Tax Counsel of The Coca-Cola Company	

## EXECUTIVE OFFICERS OF THE COCA-COLA EXPORT CORPORATION

NAME AND TITLE -----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Steven J. Heyer Chairman of the Board and President	President and Chief Operating Officer of The Coca-Cola Company	
Gary P. Fayard Senior Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of The Coca-Cola Company	
Deval L. Patrick Executive Vice President	Executive Vice President, General Counsel and Secretary of The Coca-Cola Company	
Mary E. Minnick Executive Vice President	Executive Vice President of The Coca-Cola Company and President and Chief Operating Officer, Asia	
Alexander R.C. Allan Executive Vice President	Executive Vice President of The Coca-Cola Company and President and Chief Operating Officer, Europe, Eurasia and Middle East	
Connie D. McDaniel* Vice President and Controller	Vice President and Controller of The Coca-Cola Company	
Steve M. Whaley* Vice President, General Tax Counsel and Assistant Treasurer	Vice President and General Tax Counsel of The Coca-Cola Company	

## EXECUTIVE OFFICERS OF THE COCA-COLA EXPORT CORPORATION (continued)

NAME AND TITLE -----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Geoffrey J. Kelly Vice President and General Counsel	Senior Vice President and Chief Deputy Counsel of The Coca-Cola Company	
Sharon R. B. Case Vice President	Vice President of The Coca-Cola Company	
Donald W. Short Vice President	Vice President of The Coca-Cola Company	
David M. Taggart Vice President and Treasurer	Vice President and Treasurer of The Coca-Cola Company	

## DIRECTORS OF COCA-COLA INTERAMERICAN CORPORATION

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
------	---------------------------------------	---------

----- Connie D. McDaniel*	----- Vice President and Controller of The Coca-Cola Company	-----
Steve M. Whaley*	Vice President and General Tax Counsel of The Coca-Cola Company	
Marie D. Quintero	Vice President of The Coca-Cola Company and Director of Mergers and Acquisitions	

EXECUTIVE OFFICERS OF COCA-COLA INTERAMERICAN CORPORATION

NAME AND TITLE -----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Steven J. Heyer President	President and Chief Operating Officer of The Coca-Cola Company	
Gary P. Fayard Senior Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of The Coca-Cola Company	
Geoffrey J. Kelly Executive Vice President	Senior Vice President and Chief Deputy Counsel of The Coca-Cola Company	
Steve M. Whaley* Vice President, General Tax Counsel and Assistant Treasurer	Vice President and General Tax Counsel of The Coca-Cola Company	

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EXECUTIVE OFFICERS OF COCA-COLA INTERAMERICAN CORPORATION (continued)

NAME AND TITLE -----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
David M. Taggart Vice President and Treasurer	Vice President and Treasurer of The Coca-Cola Company	
Connie D. McDaniel* Vice President and Controller	Vice President and Controller of The Coca-Cola Company	
Brian J. Smith Vice President	President, Brazil Division of The Coca-Cola Company	

SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L.

NAME AND TITLE -----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
James Quincey Principal Manager	President, South Latin Division, The Coca-Cola Company	Servicios Y Productos Para Bebidas Refrescantes S.R.L. Paraguay 733 1057 Buenos Aires Argentina
	Mr. Quincey is a citizen of Great Britain.	
Mariano Rossi Principal Manager	Finance Director, South Latin Division, The Coca-Cola Company	Servicios Y Productos Para Bebidas Refrescantes S.R.L. Paraguay 733 1057 Buenos Aires Argentina
	Mr. Rossi is a citizen of Argentina.	
Martin Franzini Principal Manager	Legal Director, South Latin Division, The Coca-Cola Company	Servicios Y Productos Para Bebidas Refrescantes S.R.L. Paraguay 733

	Mr. Franzini is a citizen of Argentina.	1057 Buenos Aires Argentina
Aldo Aszyn Alternate Manager	Finance Operations Manager, South Latin Division, The Coca-Cola Company	Servicios Y Productos Para Bebidas Refrescantes S.R.L. Paraguay 733
	Mr. Aszyn is a citizen of Uruguay.	1057 Buenos Aires Argentina
Mercedes Rodriguez Canedo Alternate Manager	Attorney, Argentina, Paraguay, Uruguay & Bolivia, The Coca-Cola Company	Servicios Y Productos Para Bebidas Refrescantes S.R.L. Paraguay 733
	Mrs. Rodriguez Canedo is a citizen of Argentina.	1057 Buenos Aires Argentina

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SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. (continued)

NAME AND TITLE -----	PRINCIPAL OCCUPATION OR EMPLOYMENT -----	ADDRESS -----
Ruben Asorey Alternate Manager	Outside counsel to The Coca-Cola Company	Asorey & Navarrine Cerrito 1136 - Piso 10 Buenos Aires
	Mr. Asorey is a citizen of Argentina.	Argentina

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EMBOTELLADORA ANDINA S.A.

April 30, 2004

Messrs.  
RECOFARMA INDUSTRIA DO AMAZONAS LTDA  
Att. Mr. Brian Smith  
Praia de Botafogo 374  
Rio de Janeiro-RJ,  
Brazil

Gentlemen,

The purpose of this Letter of Intent (the "Letter") is to summarize the essential terms and conditions of a possible swap by Embotelladora Andina S.A. ("EASA") or its Brazilian subsidiary Rio de Janeiro Refrescos Ltda. ("RJRL") (EASA and RJRL hereinafter jointly referred to as "ANDINA"), of shares held or to be held by ANDINA representing 100% of the capital stock of a company that owns or will own certain assets and rights (as hereinafter described) in the territory of Governador Valadares, state of Minas Gerais, Brazil, in exchange for shares held or to be held by Recofarma Industria do Amazonas Ltda ("RECOFARMA") representing 100% of the capital stock of a company that owns or will own certain assets and rights (as hereinafter described) in the territory of Nova Iguacu, state of Rio de Janeiro, Brazil, hereinafter referred to as the "Possible Transaction".

ANDINA and RECOFARMA (also hereinafter the "Parties") agree to negotiate with each other in good faith and to diligently work, in a collaborative manner, towards attempting to arrive upon mutually satisfactory terms and conditions for the Possible Transaction. Neither Party shall have any liability to the other, however, in the event that the Parties are not able to consummate the Potential Transaction for any reason.

The Parties currently envision that the specific terms and conditions of the Possible Transaction would include, but not be limited to, the following:

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## 1. Swap of Shares.

1.1 ANDINA's intention is to acquire from RECOFARMA, by means of a swap of shares, 100% of the shares of a company (the "Nova Iguacu Company") that owns or will own on the Closing Date (as defined below in paragraph 4) substantially all of the goods, rights and assets, including working capital (to be based on an adequate amount of finished product inventory, to be discussed and agreed between the Parties), currently used in or useful for the operations of Companhia Mineira de Refrescos S.A. ("CMR") as an authorized bottler of Coca-Cola Industrias Ltda. ("CCIL") in the territory of Nova Iguacu, state of Rio de Janeiro, under a Bottler's Agreement entered into by CMR and CCIL (the "Nova Iguacu Business"). ANDINA has been informed that RECOFARMA intends to establish the Nova Iguacu Company and transfer to the Nova Iguacu Company CMR's Nova Iguacu territory rights, operating assets, and working capital. ANDINA would then acquire 100% of the capital stock of the Nova Iguacu Company, by means of swapping with RECOFARMA 100% of the capital stock of Governador Valadares Company, as defined below. The shares of the Nova Iguacu Company to be possibly acquired by ANDINA would be free and clear of any encumbrances, restrictions or liabilities of any kind.

1.2 RECOFARMA's intention is to acquire from ANDINA, by means of a swap of shares, 100% of the shares of a company (the "Governador Valadares Company") that owns or will own on the Closing Date substantially all of the goods, rights and assets, including working capital (to be based on an adequate amount of finished product inventory, to be discussed and agreed between the Parties), currently used in or useful for RJRL's operations as an authorized bottler of CCIL in the territory of Governador Valadares, state of Minas Gerais, under a Bottler's Agreement entered into by RJRL and CCIL (the "Governador Valadares Business"). ANDINA intends to establish the Governador Valadares Company and transfer to the Governador Valadares Company RJRL's Governador Valadares

territory rights, operating assets, working capital, as well as a cash amount in Brazilian currency corresponding to US\$ 15,500,000.00 (fifteen million five hundred thousand United States dollars), according to Brazil Central Bank's average ask/bid PTAX 800 exchange rate as of the business day preceding the Closing Date. RECOFARMA would then acquire 100% of the capital stock of the Governador Valadares Company, by means of swapping with ANDINA 100% of the capital stock of Nova Iguacu Company. The shares of the Governador Valadares Company to be possibly acquired by RECOFARMA would be free and clear of any encumbrances, restrictions or liabilities of any kind.

1.3 RECOFARMA and CMR would jointly and severally indemnify, defend and hold harmless ANDINA from and against any liabilities of any kind incurred with respect both to the

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Nova Iguacu Business and to any other business carried on by CMR or RECOFARMA prior to the Closing Date (as hereinafter defined), and EASA and RJRL would jointly and severally indemnify, defend and hold harmless RECOFARMA and CMR from and against any liabilities of any kind incurred with respect both to the Governador Valadares Business and to any other business carried on by RJRL or EASA prior to the Closing Date. On the Closing Date, neither the Nova Iguacu Company nor the Governador Valadares Company would have or be liable for any debt (other than trade payables incurred in the ordinary course of business which are not past due) or own any property which is subject to any liens, restrictions or encumbrances of any kind (other than any nonmonetary encumbrances which are acceptable to ANDINA or RECOFARMA, as the case may be).

2. Due Diligence. The Possible Transaction is subject to the satisfactory completion of due diligence investigations of CMR, RJRL, the Nova Iguacu Company and the Governador Valadares Company for the purpose of assessing any existing contingencies related thereto, which may affect the Possible Transaction. Such investigations are to be performed by ANDINA and RECOFARMA or their designees, at their respective cost. The Parties shall use their reasonable best efforts to complete their due diligence investigation within 30 days of the date hereof. The investigation shall include, without limitation, financial, legal, labor, tax and environmental matters.

3. Agreement. Upon completion of the Parties' due diligence reviews of CMR and RJRL, at their respective cost and satisfaction, the terms and conditions of the Possible Transaction will be set forth in a definitive Swap Agreement and in such other possibly required related agreements (hereinafter the "Agreement") to be negotiated in a manner consistent with this Letter. The Agreement will be prepared by the Parties' attorneys in a form customary for transactions of this type, size and complexity. The Agreement, in addition to those matters specifically set forth in this Letter, will contain customary representations, covenants and agreements of RECOFARMA and ANDINA, with adequate survival, termination and indemnification provisions and reasonable and appropriate limitations thereon, as are customary in transactions of this type and size, including, without limitation, indemnification against any future liability arising from any pre-existing environmental conditions or antitrust claims. ANDINA and RECOFARMA will use their reasonable best efforts to cause the Agreement to be executed within 45 days of the date hereof.

The Agreement will also include various conditions of closing including, without limitation: (i) the completion of any conditions precedent to be agreed by the Parties, (ii) that the Parties' due diligence reviews of the Nova Iguacu Company and its related assets and business, the Governador Valadares Company and its related assets and business, have been

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completed at their respective cost and satisfaction, and that there have been no material changes to the Nova Iguacu and the Governador Valadares Businesses and their related assets, rights and liabilities, (iii) that the transactions set forth in the Agreement have been approved by the Boards of Directors of RECOFARMA, ANDINA and any other parent or subsidiary of either, as may be required, (iv) that any required governmental, regulatory and legal consents, clearances, waivers, notices, authorizations, permits, licenses and approvals necessary or appropriate for the Possible Transaction to occur and for the Nova Iguacu Company and its related assets and business and the Governador Valadares Company and its related assets and business to operate have been obtained, and (v) that all waiting periods (if any) have been complied with. All costs incurred in connection with any governmental approvals that may be required for the completion of the Possible Transaction shall be equally shared by the

Parties.

4. Closing. Subject to negotiation of the Agreement, ANDINA and RECOFARMA will use their reasonable best efforts to cause all conditions to be satisfied and the closing of the Possible Transaction contemplated by the Agreement to occur on or before 120 days of the date hereof (the "Closing Date"), subject to satisfaction of the conditions set forth herein and in the Agreement.

5. Conduct of Business Pending Execution of Agreement. From the date of this Letter until the date of the execution of the Agreement, RECOFARMA and ANDINA will cause the Nova Iguacu Business of CMR and the Nova Iguacu Company and the Governador Valadares Business of RJRL and the Governador Valadares Company, respectively, to be operated only in their ordinary course, and will assure that, without prior notice and written consent from the other Party, the corresponding Party will not make any material commitments or any material operational changes, enter into any other commitment or agreement with respect to the Nova Iguacu Business and the Governador Valadares Business that is reasonably likely to materially affect the value or nature of the Nova Iguacu or the Governador Valadares Businesses, as the case may be, or sell or otherwise dispose of any assets related to the Nova Iguacu or the Governador Valadares Businesses, as the case may be, having an individual (or in the case of vending machines, fountain equipment, coolers or returnable glass bottles and crates, a collective ) value in excess of U.S. \$ 1,000 (one thousand United States dollars), or the local currency equivalent. The Parties will provide each other with monthly reports containing operational information related to the Nova Iguacu and the Governador Valadares Businesses.

6. Access. Pending the closing, ANDINA and its employees and agents will have reasonable access to the various locations, as well as operational and due diligence related data of CMR, Nova Iguacu Company, their subsidiaries and other companies of their groups that may be directly or indirectly engaged in the Nova Iguacu Business and their respective personnel, accountants, lawyers and consultants during normal operating hours for the purpose

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of conducting, at ANDINA's expense, the financial, business and legal due diligence review of the Nova Iguacu Business and the Nova Iguacu Company. In the same manner, pending the closing, RECOFARMA and its employees and agents will have reasonable access to the various locations, as well as operational and due diligence related data of RJRL, Governador Valadares Company, their subsidiaries and other companies of their groups that may be directly or indirectly engaged in the Governador Valadares Business and their respective personnel, accountants, lawyers and consultants during normal operating hours for the purpose of conducting, at RECOFARMA's expense, the financial, business and legal due diligence review of the Governador Valadares Business and the Governador Valadares Company.

7. Disclosures or Public Announcement. No Party hereto, or any agent or representative thereof, will make any disclosure or public announcement concerning the transactions contemplated hereby without the prior approval of the other Party, which approval shall not be unreasonably delayed or withheld; provided, however, that any Party may make such disclosure or public announcement if it is advised in writing by legal counsel that such disclosure or public announcement is required by law or the rules of any applicable stock exchange, or securities exchange commission.

8. Confidentiality. Each Party shall not disclose to any third party or use for any purpose other than for the proper performance of this Letter (or any agreement executed in connection herewith) any information received from the other Party in whatever form under or in connection with this Letter (or any agreement executed in connection herewith) without the prior written consent of the other Party. The above mentioned limitations shall not apply to information which: (i) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (ii) disclosure is required by law or court and the disclosing Party has no legal measures to counteract such disclosure.

9. Other Rights. Except as may be expressly provided herein, this Letter shall not alter, amend, terminate or otherwise affect any rights of ANDINA or RECOFARMA under any other agreement or instrument to which RECOFARMA (or any direct or indirect parent or subsidiary of RECOFARMA) and ANDINA (or any direct or indirect parent or subsidiary of ANDINA) are parties.

10. Non-binding Letter. This Letter is not intended by the Parties to constitute a contract or an offer to enter into a contract, or to be binding upon or enforceable on any of the Parties, or to create any legal obligations or rights in any party with respect to any of the matters set forth



herein (other than the provisions stated in this paragraph and in Paragraphs 5, 6, 7, 8, 9, 11, 12, 13, and 15, which are intended to be binding and enforceable) and the Parties hereto agree never to assert that the provisions hereof (other than the provisions stated in this paragraph and in Paragraphs 5, 6, 7, 8, 9, 11, 12, 13, and 15) were intended to create, or have created, any legal obligations or rights in any party or any other person with respect to the matters set forth herein. Except for Paragraphs 5, 6, 7, 8, 9, 11, 12, 13, and 15 hereof, no agreement of any kind concerning the Potential Transaction shall exist unless and until such time, if any, as the Agreement is executed by authorized representatives of the Parties. This Letter shall in no event be construed as a pre-agreement as set forth in articles 462 to 466 of Law 10.406/02 - the Brazilian Civil Code.

11. Assignment. No Party shall assign or transfer any right or obligation hereunder whether by operation of law or otherwise without the prior written consent of the other Party. Any such attempted assignment or transfer in violation of this paragraph shall be void and without legal effect.

12. Expenses. Subject to paragraphs 2 and 3 hereof, each party hereby agrees to bear, without any monetary contribution from any of the others, its respective costs and expenses related to the negotiation, consummation and implementation of the Possible Transaction.

13. Governing Law and Disputes. Any rights or obligations arising from this Letter shall be governed by the laws of Brazil. Any dispute between the Parties, whether resulting from a claim in contract, tort or otherwise, or any other claim or controversy which may arise out of or in connection with this Letter or the application, implementation, validity, breach or termination of this Letter, or any provision thereof, shall be brought in the federal or state courts located in the city of Rio de Janeiro, Brazil. The Parties irrevocably and unconditionally waive to object or claim in any court that any action, suit or proceeding brought in the federal or state courts located in the city of Rio de Janeiro relating to this Letter, has been brought in an inconvenient forum.

14. Counterparts. This Letter may be executed in one or more counterparts, all of which together shall constitute a single instrument.

15. Invalid Provisions. If any provision of this Letter is held to be illegal, invalid or unenforceable, (a) such provision (or the illegal, invalid or unenforceable portion thereof) will be fully severable, (b) this Letter will be construed and enforced as if such illegal, invalid or unenforceable provision (or portion thereof) had never comprised a part hereof and (c) the remaining provisions (and portions) of this Letter will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

EMBOTELLADORA ANDINA S.A.

If this Letter accurately reflects your understanding concerning the status of our discussions to date, please indicate your acceptance of the foregoing by signing the enclosed copy of this Letter and returning it to the undersigned.

Very truly yours,

EMBOTELLADORA ANDINA S.A.

/s/ Jaime Garcia R.  
By: Jaime Garcia R.  
Chief Executive Officer

Agreed and accepted this  
30th day of April, 2004

RECOFARMA INDUSTRIA DO AMAZONAS LTDA

/s/ Brian J. Smith  
By: Brian J. Smith  
Title: General Managing Partner

