

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

SCHEDULE 13D/A
[Rule 13d-101]

Under the Securities Exchange Act of 1934

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 9) *

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:

Bernhard Goepelt

Senior Vice President, General Counsel and Chief Legal Counsel

The Coca-Cola Company

One Coca-Cola Plaza

Atlanta, Georgia 30313

(404) 676-2121

March 30, 2012

(Date of Event which Requires Filing of this Statement)

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

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

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

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

SCHEDULE 13D/A

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) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> []
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 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 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	<input type="checkbox"/> []
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.0% of the shares of Series A Common Stock, no par value, outstanding; 11.0% of the shares of Series B Common Stock, no par value, 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**

SCHEDULE 13D/A

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) <input type="checkbox"/>
		(b) <input type="checkbox"/>
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 SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None (See Attachment A)
	8	SHARED VOTING POWER None
	9	SOLE DISPOSITIVE POWER None (See Attachment A)
10	SHARED DISPOSITIVE POWER None	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON None (See Attachment A)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) N/A	
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

SCHEDULE 13D/A

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) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> []
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 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)
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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**

SCHEDULE 13D/A

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. (TIN - N/A)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> []
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 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)
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14	TYPE OF REPORTING PERSON* OO (limited liability company)	

⁽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**

SCHEDULE 13D/A

CUSIP No. - None ⁽¹⁾

1	NAME OF REPORTING PERSON	
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	COCA-COLA DE CHILE S.A. (TIN - N/A)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> []
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 Chile	
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)
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12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/> []
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.0% of the shares of Series A Common Stock, no par value, outstanding; 11.0% of the shares of Series B Stock, no par value, 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**

ATTACHMENT A

Coca-Cola de Chile S.A. owns directly 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"). Such shares were owned directly by Coca-Cola Interamerican Corporation until October 6, 2006, when they were transferred to Coca-Cola de Chile S.A. in an intercompany transfer between wholly owned subsidiaries of The Coca-Cola Company.

Servicios y Productos Para Bebidas Refrescantes S.R.L. owns directly 1,410,062 shares of Series A Stock and 1,410,062 shares of Series B Stock of Andina.

Coca-Cola de Chile S.A. and Servicios y Productos Para Bebidas Refrescantes S.R.L. are direct subsidiaries of The Coca-Cola Export Corporation; and The Coca-Cola Export Corporation and Coca-Cola Interamerican Corporation are direct wholly owned subsidiaries of The Coca-Cola Company.

ATTACHMENT B

The reporting persons have been informed by Andina that a total of 380,137,271 shares of Series A Stock and a total of 380,137,271 shares of Series B Stock were outstanding as of March 30, 2012.

**AMENDMENT NO. 9
TO
STATEMENT PURSUANT TO RULE 13d-1 AND RULE 13d-2
OF THE
GENERAL RULES AND REGULATIONS
UNDER THE
SECURITIES EXCHANGE ACT OF 1934**

This Amendment No. 9 amends and supplements the original Schedule 13D filed on September 16, 1996 by The Coca-Cola Company and certain of its subsidiaries, as amended by Amendments 1 through 8 (as further amended by this Amendment No. 9, 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 subsidiaries, Coca-Cola de Chile S.A. ("CC Chile"), a company organized under the laws of the Republic of Chile having its principal executive offices at Av. Presidente Kennedy 5757, Piso 12, Las Condes, Santiago, Chile, telephone 56 2 426 3000, and Servicios y Productos Para Bebidas Refrescantes S.R.L. (formerly known as Coca-Cola de Argentina S.A.) ("CC Argentina"), a limited liability company organized under the laws of the Republic of Argentina having its principal executive offices at Paraguay 733, 1057, Buenos Aires, Argentina, telephone 541-319-2000 (CC Chile and CC Argentina, together with Interamerican, Export and KO, the "Reporting Persons").

KO is the world's largest beverage company. KO owns or licenses and markets more than 500 nonalcoholic beverage brands, primarily sparkling beverages but also a variety of still beverages such as waters, enhanced waters, juices and juice drinks, ready-to-drink teas and coffees, and energy and sports drinks. KO owns and markets four of the world's top five nonalcoholic sparkling beverage brands: Coca-Cola, Diet Coke, Fanta and Sprite. Finished beverage products bearing KO's trademarks, sold in the United States since 1886, are now sold in more than 200 countries.

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:

On March 30, 2012, Andina, Inversiones Freire Limitada and Inversiones Freire Dos Limitada (jointly referred to as "Freire"), the controlling shareholders of Andina, Embotelladoras Coca-Cola Polar S.A. ("Polar") and Inversiones Los Aromos Limitada ("Aromos"), the controlling shareholder of Polar, announced that they agreed, subject to certain conditions and approvals, including approval from KO, on the terms of a possible merger of Polar into Andina (the "Merger").

On the same date, Interamerican, CC Chile and CC Argentina (the "KO Shareholders") entered into a Letter of Understanding (the "LOU") with Freire and Aromos (together, the "Majority Shareholders") confirming the parties' interest in amending the Shareholders' Agreement dated as of September 5, 1996 among KO, Interamerican (which subsequently transferred its share of Series A Common Stock and series B Common Stock of Andina to CC Chile), CC Argentina, Bottling Investment Limited and Freire, as amended by Amendment No. 1 dated as of December 17, 1996 (the "Shareholders' Agreement," and as amended as contemplated by the LOU, the "Amended Shareholders' Agreement") and the Stock Purchase Option Agreement (*Contrato de Opción de Compra de Acciones y Contrato de Custodià*), entered into on September 5, 1996 among Freire, KO, Interamerican, CC Argentina, Andina and Citibank, N.A., as amended on December 17, 1996 (the "Option Agreement," and as amended as contemplated by the LOU, the "Amended Option Agreement") to add Aromos and its owners as parties and to make certain other changes to the Shareholders' Agreement and the Option Agreement including, among other things, to add the provisions described below.

Under the terms of the LOU, the parties agreed to negotiate in good faith the terms and conditions of the Amended Shareholders' Agreement to include, among other things, the following provisions:

- **Board Representation.** The board of directors of Andina will be comprised of not more than 14 members. The KO Shareholders will be entitled to nominate at least 2 members. Freire and Aromos will vote such number of shares owned, directly or indirectly, by them as may be necessary (after taking into account the shares voted by the KO Shareholders) to cause the election of such KO Shareholders nominees.
- **Special Voting Matters.** Subject to applicable Chilean law, the following matters will require the favorable vote of (i) at least one of the directors nominated by the KO Shareholders at the relevant board of directors meeting; and/or (ii) all the shares held by the KO Shareholders at the relevant shareholders meeting:
 - a. Any amendment to the articles of association or by-laws of Andina or any Subsidiary (as defined below) thereof.
 - b. Any sale or disposal of substantially all the assets of Andina or any Subsidiaries thereof.
 - c. Any amendment to the "Business Conduct Code" ("Código de Conducta de Negocios").
 - d. The approval by Andina or any of its Subsidiaries of the Annual Business Plan or any material amendment to the Annual Business Plan, including the annual budget for investments, financing (including profit distribution as part of the annual financing structure), research and development, or operations.
 - e. In respect of Andina, any resolution about the payment of dividends (either on an interim or definitive basis) of Andina (on a consolidated basis) or of any other kind of distribution to the shareholders which has a similar economic effect, for an amount in excess of 66% percent of the net profit of the current fiscal year (in case of interim dividends) or of the preceding fiscal year (in case of definitive dividends), without duplication.
 - f. In respect of Andina or any of its Subsidiaries, (i) any acquisition or transfer of any interest in another entity or business enterprise; (ii) the formation of or participation in any company, joint venture or other similar entity; or (iii) the purchase or any acquisition of any assets for an amount equal to or in excess of the equivalent to US\$50,000,000.-, whether in a single or series of transactions in a 12 consecutive months period.
 - g. Any sale, lease, exchange, transfer, mortgage, pledge or any other disposal of fixed assets of Andina or any of its Subsidiaries, with a market value in excess of the equivalent to US\$50,000,000.-, whether in a single or in a series of transactions in a 12 consecutive months period.
 - h. (i) Any merger, share exchange, consolidation, corporate reorganization, transformation, formation and incorporation of Subsidiaries and/or affiliates (coligadas) or any other similar transaction involving Andina or any of its Subsidiaries; (ii) the dissolution or liquidation of Andina or any of its Subsidiaries; or (iii) filing by Andina or any of its Subsidiaries for voluntary bankruptcy or of any proposal for a creditors agreement, or the insolvency of Andina or any of its Subsidiaries, unless filing for their own bankruptcy is legally mandatory.
 - i. The acquisition or initiation of any new business or the interruption or reduction of a significant part of the business of Andina or any of its Subsidiaries, including the interruption or significant reduction of a business or production line.
 - j. (i) Capital expenditures and investments (e.g. leasing with purchase option, construction of a warehouse or storage, expansion of production capacity, engineering or architectural work for a plant, development of IT systems, etc.) by Andina or any of its Subsidiaries in excess of the equivalent to US

\$75,000,000.-, whether in a single or in a series of transactions in a 12 consecutive months period; (ii) granting any collateral over the assets of Andina or any of its Subsidiaries in excess of the equivalent to US\$75,000,000.-; or (iii) any guarantee by Andina or any of its Subsidiaries thereof in favor of any debts, credits or other obligations in excess of the equivalent to US\$75,000,000.-, except for any guarantee granted by Andina in favor of its Subsidiaries.

- k. At any shareholder's meeting of Andina or any of its Subsidiaries, the granting of any loan to any Majority Shareholder or a Related Party thereto. "Related Party" will have the meaning set forth in article 100 of Law 18,045, Securities Market Law.

"Related Party" has the meaning set forth in article 100 of Law 18,045, Securities Market Law of Chile.

"Subsidiary" means any entity currently existing or which may be created in the future whose majority capital or stock is owned directly or indirectly by Andina. For purposes of items h and i above, Subsidiary also includes any entity controlled by Andina.

The LOU also provides that under the Amended Option Agreement the Majority Shareholders will grant the KO Shareholders a call right to acquire all of the shares of Series A Stock of Andina that will be issued to any such Majority Shareholders by Andina in the Merger.

Pursuant to the LOU, the Amended Shareholders' Agreement and the Amended Option Agreement shall become effective on the same date the Merger becomes effective.

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 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 is hereby amended and restated as follows:

CC Chile 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 1,410,062 shares of Series A Stock and 1,410,062 shares of Series B Stock of Andina. CC Chile and CC Argentina are direct subsidiaries of Export, and Export is a wholly owned direct subsidiary of The Coca-Cola Company. Thus, KO, Export, CC Chile and CC Argentina collectively beneficially own and have sole and dispositive power over an aggregate of 41,962,864 shares of Series A Stock and 41,962,864 shares of Series B Stock of Andina, representing 11.0% of the outstanding shares of Series A Stock and 11.0% of the outstanding shares of Series B Stock of Andina, respectively. (See Attachment B.)

Interamerican ceased to be the beneficial owner of any shares of Series A Stock or Series B Stock on October 6, 2006, when such shares were transferred to CC Chile in an intercompany transaction between two KO wholly owned subsidiaries. Accordingly, Interamerican is no longer a reporting person for purposes of the Schedule 13D.

ITEM 6. SECURITIES OF THE ISSUER CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO

Item 4 is hereby amended and supplemented by adding to the information previously filed under this Item the following:

On March 30, 2012, Andina, Freire, Polar and Aromos announced that they agreed, subject to certain conditions and approvals, on the terms of the Merger of Polar into Andina.

On the same date, the KO Shareholders entered into the LOU with the Majority Shareholders. Certain terms of the LOU are described in Item 4 above.

In addition to the terms described in Item 4, above, the LOU provides that, subject to the effectiveness of the Amended Shareholders' Agreement and the Amended Option Agreement, Aromos, the owners of Aromos, Interamerican and Polar will terminate their existing shareholders' agreement relating to Polar.

A copy of the LOU is attached as Exhibit 99.2 and is incorporated by reference herein.

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:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
Exhibit 99.1	Directors and Executive Officers of the Reporting Persons
Exhibit 99.2	Letter of Understanding dated March 30, 2012
Exhibit 99.3	Joint Filing Agreement

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.

Date: April 3, 2012	THE COCA-COLA COMPANY By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer
Date: April 3, 2012	COCA-COLA COMPANY INTERAMERICAN CORPORATION By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer
Date: April 3, 2012	THE COCA-COLA EXPORT CORPORATION By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer
Date: April 3, 2012	COCA-COLA DE CHILE S.A. By: <u>/s/ Sylvia Chamorro and /s/ Alejandro del Basto</u> Sylvia Chamorro and Alejandro del Basto Attorneys
Date: April 3, 2012	SERVICIOS y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. By: <u>/s/ Alejandro del Basto</u> Alejandro del Basto Attorney

EXHIBIT INDEX

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
Exhibit 99.1	Directors and Executive Officers of the Reporting Persons
Exhibit 99.2	Letter of Understanding dated March 30, 2012
Exhibit 99.3	Joint Filing Agreement

DIRECTORS AND EXECUTIVE OFFICERS AND/OR MANAGERS OF REPORTING PERSONS

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 and Coca-Cola Interamerican Corporation; and the directors and/or managers of Coca-Cola de Chile S.A. 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, executive officers and managers 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 director, executive officer and manager named below is One Coca-Cola Plaza, Atlanta, Georgia 30313.

DIRECTORS OF THE COCA-COLA COMPANY

<i><u>NAME</u></i>	<i><u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u></i>	ADDRESS
Muhtar Kent*	Chairman of the Board of Directors, President and Chief Executive Officer of The Coca-Cola Company	
Herbert A. Allen	President, Chief Executive Officer and a Director of Allen & Company Incorporated, a privately held investment firm	Allen & Company Incorporated 711 Fifth Avenue New York, NY 10022
Ronald W. Allen	President, Chief Executive Officer and Director of Aaron's Inc.	Aaron's, Inc. 309 East Paces Ferry Road Suite 1100 Atlanta, GA 30305
Howard G. Buffett	President of Buffett Farms and President of the Howard G. Buffett Foundation, a private foundation supporting humanitarian initiatives focused on agriculture, nutrition, water and conservation	Howard G. Buffett Foundation 145 North Merchant Street Decatur, IL 62523
Richard M. Daley	Managing Principal of Tur Partners LLC, an investment and advisory firm focused on sustainable solutions within the urban environment	Tur Partners LLC 900 N. Michigan Avenue Suite 172 Chicago, IL 60611
Barry Diller	Chairman of the Board and Senior Executive of IAC/InterActiveCorp, an interactive commerce company	IAC/InterActiveCorp 555 West 18th Street New York, NY 10011
Evan G. Greenberg	Chairman, President and Chief Executive Officer of ACE Limited, the parent company of the ACE Group of Companies, a global insurance and reinsurance organization	ACE Group 1133 Avenue of the Americas 45th Floor New York, NY 10036
Alexis M. Herman	Chair and Chief Executive Officer of New Ventures LLC, a corporate consulting company	New Ventures 633 Pennsylvania Avenue, NW 3rd Floor Washington, D.C. 20004

DIRECTORS OF THE COCA-COLA COMPANY - cont'd

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
Donald R. Keough	Non-executive Chairman of the Board of Allen & Company Incorporated, a privately held investment firm, and non-executive Chairman of the Board of Allen & Company LLC, an investment banking firm	DMK Internatinal 200 Galleria Parkway Suite 970 Atlanta, GA 30339
Robert A Kotick	President, Chief Executive Officer and a Director of Activision Blizzard, Inc., an interactive entertainment software company	Activision Blizzard 3100 Ocean Park Boulevard Santa Monica, CA 90405
Maria Elena Lagomasino	Chief Executive Officer of GenSpring Family Offices, LLC, an affiliate of SunTrust Banks, Inc.	GenSpring Family Offices, LLC 13-15 West 54th Street 3rd Floor New York, NY 10019
Donald F. McHenry	Distinguished Professor in the Practice of Diplomacy and International Affairs at the School of Foreign Service, Georgetown University	Walsh School of Foreign Service Georgetown University ICC 301 Washington, D.C. 20057
Sam Nunn	Co-Chairman and Chief Executive Officer of the Nuclear Threat Initiative, a nonprofit organization working to reduce the global threats from nuclear, biological and chemical warfare	Sam Nunn School of International Affairs Georgia Institute of Technology 781 Marietta Street, N.W. Atlanta, GA 30318
James D. Robinson III	Co-Founder and General Partner of RRE Ventures, LLC, a private information technology-focused venture capital firm	RRE Ventures, LLC 130 East 59th Street, 17th Floor New York, NY 10022
Peter V. Ueberroth	Investor and Chairman of the Contrarian Group, Inc. a business management company	The Contrarian Group, Inc. 5 San Joaquin Plaza Suite 330 Newport Beach, CA 92660
Jacob Wallenberg	Chairman of the Board of Investor AB, a Swedish industrial holding company Mr. Wallenberg is a citizen of Sweden.	Investor AB SE-103 32 Stockholm SWEDEN
James B. Williams	Former Chairman of the Board and Chief Executive Officer of SunTrust Banks, Inc., a bank holding company.	SunTrust Banks, Inc. P.O. Box 4418 Mail Code: GA-ATL-0645 Atlanta, GA 30302

EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
Harry L. Anderson	Senior Vice President, Global Business and Technology Services of The Coca-Cola Company	
Ahmet C. Bozer	President of the Eurasia and Africa Group of The Coca-Cola Company Mr. Bozer is a citizen of the United States.	Fahrettin Kerim Gokay Cad. Istanbul 34662 TURKEY
Steven A. Cahillane	President and Chief Executive Officer of Coca-Cola Refreshments USA., Inc., a wholly-owned subsidiary of The Coca-Cola Company	
Alexander B. Cummings	Executive Vice President and Chief Administrative Officer of The Coca-Cola Company	
J. Alexander M. Douglas, Jr.	President of the North America Group of The Coca-Cola Company	
Ceree Eberly	Senior Vice President and Chief People Officer of The Coca-Cola Company	
Gary P. Fayard	Executive Vice President and Chief Financial Officer of The Coca-Cola Company	
Irial Finan	Executive Vice President of The Coca-Cola Company and President, Bottling Investments and Supply Chain Mr. Finan is a citizen of Ireland.	
Bernhard Goepelt	Senior Vice President, General Counsel and Chief Legal Counsel of The Coca-Cola Company Mr. Goepelt is a citizen of Germany.	
Glenn G. Jordan S.	President of the Pacific Group of The Coca-Cola Company Mr. Jordan is a citizen of Colombia.	
Muhtar Kent	Chairman of the Board of Directors, President and Chief Executive Officer of The Coca-Cola Company	

EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY - cont'd

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
Dominique Reiniche	President of the Europe Group of The Coca-Cola Company Ms. Reiniche is a citizen of France.	27 rue Camille Desmoulins Issy-les-Moulineaux 92130 FRANCE
Jose Octavio Reyes	President of the Latin America Group of The Coca-Cola Company Mr. Reyes is a citizen of Mexico.	Ruben Dario No. 115 Mexico D.F. 11580 MEXICO
Joseph V. Tripodi	Executive Vice President and Chief Marketing and Commercial Officer of The Coca-Cola Company	
Clyde C. Tuggle	Senior Vice President and Global Public Affairs and Communications Officer of The Coca-Cola Company	
Jerry S. Wilson	Senior Vice President and Chief Customer and Commercial Office of The Coca-Cola Company	
Guy Wollaert	Senior Vice President and Chief Technical Officer of The Coca-Cola Company Mr. Wollaert is a citizen of Belgium.	

DIRECTORS OF THE COCA-COLA EXPORT CORPORATION

<i><u>NAME</u></i>	<i><u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u></i>	<i><u>ADDRESS</u></i>
William D. Hawkins III*	Vice President and General Tax Counsel of The Coca-Cola Company	
Marie D. Quintero-Johnson	Vice President and Director, Mergers and Acquisitions, The Coca-Cola Company	
Kathy N. Waller*	Vice President and Controller of The Coca-Cola Company	

EXECUTIVE OFFICERS OF THE COCA-COLA EXPORT CORPORATION (“TCCEC”)

NAME AND POSITION WITH TCCEC	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Muhtar Kent President and Chief Executive Officer	Chairman of the Board of Directors, President and Chief Executive Officer of The Coca-Cola Company	
Gary P. Fayard Executive Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of The Coca-Cola Company	
Kathy N. Waller Vice President and Controller	Vice President and Controller of The Coca-Cola Company	
William D. Hawkins III Vice President and General Tax Counsel	Vice President and General Tax Counsel of The Coca-Cola Company	
Christopher P. Nolan Vice President and Treasurer	Vice President and Treasurer of The Coca-Cola Company	

DIRECTORS OF COCA-COLA INTERAMERICAN CORPORATION

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
William D. Hawkins III*	Vice President and General Tax Counsel of The Coca-Cola Company	
Marie D. Quintero-Johnson	Vice President and Director, Mergers and Acquisitions, The Coca-Cola Company	
Kathy N. Waller*	Vice President and Controller of The Coca-Cola Company	

EXECUTIVE OFFICERS OF COCA-COLA INTERAMERICAN CORPORATION ("CCIC")

<u>NAME AND POSITION WITH CCIC</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
Gary P. Fayard President, Chief Executive Officer and Chief Financial Officer	Executive Vice President and Chief Financial Officer of The Coca-Cola Company	
Brian J. Smith Vice President	President, Mexico Business Unit of The Coca-Cola Company Mr. Smith is a citizen of the United States.	Ruben Dario No. 115 Mexico D.F. 11580 MEXICO
Kathy N. Waller Vice President and Controller	Vice President and Controller of The Coca-Cola Company	
William D. Hawkins III Vice President and General Tax Counsel	Vice President and General Tax Counsel of The Coca-Cola Company	
Christopher P. Nolan Vice President and Treasurer	Vice President and Treasurer of The Coca-Cola Company	
Rodrigo Winter Caracas Vice President and General Counsel	General Counsel, Latin America Group of The Coca-Cola Company Mr. Caracas is a citizen of Brazil.	Ruben Dario No. 115 Mexico D.F. 11580 MEXICO

DIRECTORS OF COCA-COLA DE CHILE S.A.

<u>NAME</u>	<u>PRINCIPAL OCCUPATION</u> <u>OR EMPLOYMENT</u>	<u>ADDRESS</u>
Francisco Crespo*	President South Latin Business Unit of The Coca-Cola Company Mr. Crespo is a citizen of the United States.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA
Alejandro Del Basto Hevia	Chile Finance and Administration Manager, The Coca-Cola Company Mr. del Basto is a citizen of Chile.	Chile Region Office Avda. Kennedy 5757 - Piso 12 Santiago de Chile CHILE
Gonzalo Iglesias	General Manager, Chile, The Coca-Cola Company Mr. Iglesias is a citizen of Chile.	Chile Region Office Avda. Kennedy 5757 - Piso 12 Santiago de Chile CHILE

MANAGERS OF SERVICIOS y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L.

<i><u>NAME</u></i>	<i><u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u></i>	<i><u>ADDRESS</u></i>
Martin Ignacio Raul Franzini Manager	Legal Vice President, South Latin Business Unit of The Coca-Cola Company Mr. Franzini is a citizen of Argentina.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA
Gerardo Beramendi Rosconi Manager	Vice President, Finance, South Latin Business Unit of The Coca-Cola Company Mr. Beramendi is a citizen of Uruguay.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA
Francisco Crespo Manager	President, South Latin Business Unit of The Coca- Cola Company Mr. Crespo is a citizen of the United States.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA
Marcelo Gil Manager	Director, Argentina Fin, Plan. & Comm. Cap. of The Coca-Cola Company Mr. Gil is a citizen of Mexico.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA
Dino Troni Manager	General Manager, Argentina FU of The Coca-Cola Company Mr. Troni is a citizen of Chile.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA
Jorge Murillo Manager	Regional Controller, Latin America Group-RFC, Brazil and South Latin Business Units of The Coca- Cola Company Mr. Murillo is a citizen of Costa Rico.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA
Ruben Asorey Alternate Manager	Outside counsel to The Coca-Cola Company Mr. Asorey is a citizen of Argentina.	Asorey & Navarrine Cerrito 1136 - Piso 10 Buenos Aires C1010AAX ARGENTINA
Mercedes Rodriguez Canedo Alternate Manager	Trademark Counsel, Latin America, The Coca-Cola Company Mrs. Rodriguez Canedo is a citizen of Argentina.	Paraguay 733 Buenos Aires C1057AAI ARGENTINA

LETTER OF UNDERSTANDING

This LETTER OF UNDERSTANDING is made on this day 30 March of 2012, by and among (a) Inversiones Freire Limitada and Inversiones Freire Dos Limitada (both jointly referred to as "Freire"); Inversiones Los Aromos Limitada ("Aromos", and together with Freire, the "Majority Shareholders"); and (b) Coca-Cola Interamerican Corporation ("CCIC"), Coca-Cola de Chile S.A. ("CCDC") and Servicios y Productos para Bebidas Refrescantes SRL ("SPBR", and together with CCIC and CCDC the "KO Shareholders"); the KO Shareholders together with the Majority Shareholders hereinafter also the "Parties" or the "Shareholders" and each of the foregoing, a "Party".

WITNESSETH:

WHEREAS, on August 12, 1996, CCIC and Aromos, as shareholders of Embotelladoras Coca-Cola Polar S.A. ("Polar"); Inversiones Las Achiras Limitada, Patricia Claro Marchant, María Soledad Chadwick Claro, Eduardo Chadwick Claro, María Carolina Chadwick Claro and María de la Luz Chadwick Hurtado, as owners of Aromos; and Polar, entered into a Shareholders' Agreement (*Convenio de Accionistas*) (the "Polar SHA").

WHEREAS, on September 5, 1996, Embotelladora Andina S.A. ("EASA"), The Coca-Cola Company ("TCCC"), CCIC (which subsequently transferred its shares to CCDC), Coca-Cola de Argentina S.A. (currently named SPBR), Bottling Investment Limited and Freire entered into a Shareholders' Agreement, as amended on December 17, 1996 (the "EASA SHA").

WHEREAS, on September 5, 1996, Freire, TCCC, CCIC, SPBR, EASA and Citibank, N.A. entered into a Stock Purchase Option and Custody Agreement (*Contrato de Opción de Compra de Acciones y Contrato de Custodia*), as amended on December 17, 1996 (the "Option and Custody Agreement").

WHEREAS, EASA, Freire, Polar and Aromos have announced that they have agreed subject to certain conditions and approvals on the terms of a possible merger by incorporation of Polar into EASA (the "Merger"), as a consequence of which EASA will be the surviving company.

WHEREAS, subject to the further consummation of the Merger according to applicable law and corporate approvals, the Parties are interested in amending the EASA SHA (the "Amended SHA"), as well as amending the Option and Custody Agreement (the "Amended Option and Custody Agreement").

NOW, THEREFORE, the Parties hereby mutually agree to the terms and conditions set forth in this letter of understanding (the "Letter"), as follows:

1. NEGOTIATION OF AMENDED SHA AND AMENDED OPTION AGREEMENT.

Subject to the negotiation by the Parties and to agreeing on the definitive terms of the Merger, the Parties confirm their interest in entering into (i) the Amended SHA, and (ii) the Amended Option and Custody Agreement.

In addition, and subject to the effectiveness of the Amended SHA and the Amended Option and Custody Agreement, Aromos, the owners of Aromos and CCIC will terminate the Polar SHA.

2. TERMS AND CONDITIONS OF THE AMENDED SHA.

The Parties agree to negotiate in good faith the terms and conditions of the Amended SHA, which will include, without limitation, the following main changes:

2.1. Parties to the Amended SHA.

The Amended SHA will be entered into by the Parties to this Letter, as well as by EASA, TCCC and the beneficial owners of each of Freire and Aromos, which are the persons listed in Exhibit A to this agreement, the latter, to provide for an *intuitio personae* contractual relationship (the “Majority Shareholders Partners”). The Majority Shareholders undertake to cause their corresponding Majority Shareholders Partners to enter into the Amended SHA.

2.2. Effective date.

The Amended SHA will become effective on the same date the Merger becomes effective.

2.3. Management.

The board of directors of EASA will be comprised of not more than 14 incumbent members. For so long as the KO Shareholders hold in the aggregate at least [$\bullet\alpha$]¹% of the Series A shares of EASA, the KO Shareholders will be entitled to nominate at least 2 incumbent members. Freire and Aromos will vote such number of shares owned, directly or indirectly, by them as may be necessary (after taking into account the shares voted by the KO Shareholders) to cause the election of such KO Shareholders nominees.

2.4. Special voting matters.

Subject to applicable Chilean law, the matters indicated in Exhibit B to this Letter will require the favorable vote of (i) at least one of the directors nominated by the KO Shareholders at the relevant board of directors meeting; and/or (ii) all the shares belonging to the KO Shareholders at the relevant shareholders meeting.

¹ Amount of this percentage to be negotiated.

2.5. Code of Business Conduct.

EASA and its subsidiaries shall have in effect at all times a Code of Business Conduct.

2.6. Liability of the Majority Shareholders.

The Majority Shareholders will act as a single party before the KO Shareholders, and therefore the fulfillment of their obligations under the Amended SHA will be indivisible, and they will be jointly and severally liable for the breach of such obligations.

3. TERMS AND CONDITIONS OF THE AMENDED OPTION AND CUSTODY AGREEMENT.

Under the Amended Option and Custody Agreement, the Majority Shareholders will provide the KO Shareholders with a call right to acquire all the Series A shares issued by EASA held by the Majority Shareholders. All the share certificates representative of the Series A shares issued by EASA held by Freire as a result of the Merger will be delivered to a subsidiary of TCCC as depositary. The Amended Option Agreement will become effective on the same date the Merger becomes effective.

4. 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 written approval of the other Party which shall not be unreasonably delayed or withheld hereto; provided, however, that any Party may make such disclosure or public announcement if it is advised by legal counsel that such disclosure or public announcement is necessary under applicable laws, provided that, prior written notice of such disclosure is given to the other Party hereto. Exception is made to the disclosure by the KO Shareholders to the Securities Exchange Commission of the United States of America.

5. INDEMNIFICATION.

The Majority Shareholders shall indemnify and hold harmless the KO Shareholders and their respective officers, directors, employees, agents, professional advisers, and controlling persons (each an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with any claim, litigation, investigation or proceedings initiated by third parties relating to the Merger, and to reimburse such Indemnified Persons for any reasonable and documented legal or other expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that the foregoing indemnification will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or expenses to the extent that they are finally judicially determined to have resulted from the gross negligence or willful misconduct of such Indemnified Person. Furthermore, the foregoing indemnification will not extend to indirect, consequential or punitive damages, or to loss of profits.

6. OTHER RIGHTS.

This Letter shall not alter, amend, terminate or otherwise affect any rights of any of the Parties under any agreement or instrument to which they are also parties, including without limitation the Polar SHA, the EASA SHA and the Option and Custody Agreement. Additionally, this Letter shall not alter, amend, terminate or otherwise affect any rights of The Coca-Cola Company derived from the Bottlers Agreements (*Contratos de Embotellador*) entered into with EASA, Polar and their corresponding subsidiaries.

7. 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, except that the rights and/or obligations of any of the KO Shareholders may be assigned or transferred to TCCC and/or to any subsidiary of TCCC. Any such attempted assignment or transfer in violation of this paragraph shall be void and without legal effect.

8. EXPENSES.

Each Party agrees hereby 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 Amended SHA and the Amended Option and Custody Agreement.

9. NOTICES.

Any notices concerning this Letter shall be in writing and shall be deemed given when delivered personally, successfully transmitted by e-mail evidenced by electronic proof of transmission, or mailed by certified mail or by any express mail service, return receipt requested. For the purpose of the above notices, each party to this letter designates the following addresses:

If to the KO Shareholders:

Alejandro Lientur del Basto Hevia
Avenida Kennedy 5757, piso 12
Las Condes, Santiago
adelbasto@coca-cola.com

With a copy to:

Francisco Javier Illanes Munizaga
Avenida Andrés Bello 2711, piso 19
Las Condes, Santiago
fjillanes@cariola.cl

If to the Majority Shareholders,

Gonzalo Said Handal
Avenida El Golf 40, oficina 804
Las Condes, Santiago
gsh@newport.cl

Arturo Majlis Albala
Magdalena 140, piso 20
Las Condes, Santiago
amajlis@grasty.cl

José Said Saffie and Salvador Said Somavia
Avenida Andrés Bello 2687, piso 20
Las Condes, Santiago
ssaid@caburga.cl

José Antonio Garcés Silva (father and son)
Avenida El Golf 99, oficina 801
Las Condes, Santiago
josegarces@sanandres.cl

Eduardo Chadwick Claro
Nueva Tajamar 481, piso 4 Las Condes, Santiago
edchadwick@errazuriz.cl

Andrés Herrera Ramírez Nueva Tajamar 481, piso 4
Las Condes, Santiago
aherrera@kopolar.cl

With a copy to:

Alfredo Alcaíno de Esteve and Daniel Cox Donoso
Bandera 206 Piso 7°,
Santiago
alcainod@arys.cl / dcox@arys.cl

10. GOVERNING LAW.

Any rights or obligations arising from this Letter shall be governed by the laws of Chile.

11. ARBITRATION.

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 (if it is not amicably settled by the Parties) be finally and exclusively settled by arbitration, introduced by either Party to this Letter. For purposes of this paragraph, the Majority Shareholders shall be considered together to be a single party to this Letter; and the KO Shareholders shall be considered together to be a single Party to this Letter.

The Parties acknowledge that this arbitration is an international commercial arbitration according to the Chilean International Commercial Arbitration Act (Chilean law No. 19,971). This arbitration shall be followed in accordance with the Rules of International Commercial Arbitration of the Arbitration and Mediation Center of the Santiago Chamber of Commerce (*Centro de Arbitraje y Mediación de la Cámara de Comercio de Santiago*) in effect at the time of its initiation (except to the extent this paragraph 14 deviates from such rules), provided that the Parties shall first submit the claim or dispute to mediation.

The arbitration shall be carried out by a single arbitrator, who shall decide the case with regard to the substance of the dispute according to Chilean law. The appointment of the arbitrator shall be made by the Arbitration and Mediation Center of the Santiago Chamber of Commerce (*Centro de Arbitraje y Mediación de la Cámara de Comercio de Santiago*) at the request of any of the Parties. The arbitrator shall in all respects be impartial and independent. The arbitration shall take place in Santiago, Chile, and the proceedings shall be conducted in Spanish language.

Any award of the arbitrator shall be final and binding on the Parties, and each party to this Letter hereby waives to the fullest extent possible by law any recourse it may otherwise have to any judicial proceedings, including *casación* or annulment and *queja*, except for those recourses that cannot be waived by law.

In witness of their agreement to the above, the Parties, by means of their authorized representatives, do hereby proceed to undersign this Letter, countersigning all the pages thereof, in the place and on the date first indicated above.

/s/ Gonzalo Said Handal
Gonzalo Said Handal

/s/ José Antonio Garcés Silva
José Antonio Garcés Silva
p.p. Inversiones Freire Limitada
p.p. Inversiones Freire Dos Limitada

/s/ Eduardo Chadwick Claro
Eduardo Chadwick Claro
p.p. Inversiones Los Aromos Limitada

/s/ Alejandro Lientur del Basto Hevia
Alejandro Lientur del Basto Hevia
p.p. Coca-Cola Interamerican Corporation
p.p. Servicios y Productos para Bebidas Refrescantes SRL

/s/ Alejandro Lientur del Basto Hevia
Alejandro Lientur del Basto Hevia

/s/ Sylvia Lorena Chamorro Giné
Sylvia Lorena Chamorro Giné
p.p. Coca-Cola de Chile S.A.

EXHIBIT A
Majority Shareholders Partners

José Said Saffie (familia Said S.)
José Antonio Garcés Silva (familia Garcés)
Gonzalo Said Handal (familia Said H.)
Alberto Hurtado Fuenzalida (familia Hurtado)
Patricia Claro Marchant
María Soledad Chadwick Claro
Eduardo Chadwick Claro
María Carolina Chadwick Claro
María de la Luz Chadwick Hurtado

EXHIBIT B

Special voting matters

1. Any amendment to the articles of association or by-laws of EASA or any Subsidiary² thereof.
2. Any sale or disposal of substantially all the assets of EASA or any Subsidiaries thereof.
3. Any amendment to the “Business Conduct Code” (“*Código de Conducta de Negocios*”).
4. The approval by EASA or any of its Subsidiaries of the Annual Business Plan or any material amendment to the Annual Business Plan, including the annual budget for investments, financing (including profit distribution as part of the annual financing structure), research and development, or operations.
5. In respect of EASA, any resolution about the payment of dividends (either on an interim or definitive basis) of EASA (on a consolidated basis) or of any other kind of distribution to the shareholders which has a similar economic effect, for an amount in excess of 66% percent of the net profit of the current fiscal year (in case of interim dividends) or of the preceding fiscal year (in case of definitive dividends), without duplication.
6. In respect of EASA or any of its Subsidiaries, (i) any acquisition or transfer of any interest in another entity or business enterprise; (ii) the formation of or participation in any company, joint venture or other similar entity; or (iii) the purchase or any acquisition of any assets for an amount equal to or in excess of the equivalent to US\$50,000,000.-, whether in a single or series of transactions in a 12 consecutive months period.
7. Any sale, lease, exchange, transfer, mortgage, pledge or any other disposal of fixed assets of EASA or any of its Subsidiaries, with a market value in excess of the equivalent to US\$50,000,000.-, whether in a single or in a series of transactions in a 12 consecutive months period.
8. (i) Any merger, share exchange, consolidation, corporate reorganization, transformation, formation and incorporation of Subsidiaries and/or affiliates (*coligadas*) or any other similar transaction involving EASA or any of its Subsidiaries; (ii) the dissolution or liquidation of EASA or any of its Subsidiaries; or (iii) filing by EASA or any of its Subsidiaries for voluntary bankruptcy or of any proposal for a creditors agreement, or the insolvency of EASA or any of its Subsidiaries, unless filing for their own bankruptcy is legally mandatory.
9. The acquisition or initiation of any new business or the interruption or reduction of a significant part of the business of EASA or any of its Subsidiaries, including the interruption or significant reduction of a business or production line.
10. (i) Capital expenditures and investments (e.g. leasing with purchase option, construction of a warehouse or storage, expansion of production capacity, engineering or architectural work for a plant, development of IT systems, etc.) by EASA or any of its Subsidiaries in excess of the equivalent to US\$75,000,000.-,

² “Subsidiary” will mean any entity currently existing or which may be created in the future which majority capital or stock is owned directly or indirectly by EASA. For purposes of numbers 8 and 9 of this Annex B, Subsidiary shall also include any entity controlled by EASA.

whether in a single or in a series of transactions in a 12 consecutive months period;

(ii) granting any collateral over the assets of EASA or any of its Subsidiaries in excess of the equivalent to US\$75,000,000.-; or (iii) any guarantee by EASA or any of its Subsidiaries thereof in favor of any debts, credits or other obligations in excess of the equivalent to US\$75,000,000.-, except for any guarantee granted by EASA in favor of its Subsidiaries.

11. At any shareholder's meeting of EASA or any of its Subsidiaries, the granting of any loan to any Majority Shareholder or a Related Party thereto. "Related Party" will have the meaning set forth in article 100 of Law 18,045, Securities Market Law.

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(f) promulgated under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of an amended Statement on Schedule 13D (including any subsequent amendments thereto) with respect to the Common Stock of Embotelladora Andina S.A., and further agree that this Joint Filing Agreement be included as an exhibit to such joint filing. Each party to this Joint Filing Agreement expressly authorizes The Coca-Cola Company to file on such party's behalf any and all amendments to such Statement. Each such party undertakes to notify The Coca-Cola Company of any changes giving rise to an obligation to file an amendment to Schedule 13D and it is understood that in connection with this Agreement and all amendments thereto each such party shall be responsible only for information supplied by such party.

In evidence thereof, the undersigned, being duly authorized, hereby execute this Agreement this 3^d day of April, 2012.

THE COCA-COLA COMPANY

By: /s/ Christopher P. Nolan
Name: Christopher P. Nolan
Title: Vice President and Treasurer

THE COCA-COLA EXPORT CORPORATION

By: /s/ Christopher P. Nolan
Name: Christopher P. Nolan
Title: Vice President and Treasurer

COCA-COLA INTERAMERICAN CORPORATION

By: /s/ Christopher P. Nolan
Name: Christopher P. Nolan
Title: Vice President and Treasurer

COCA-COLA DE CHILE S.A.

By: /s/ Sylvia Chamorro and /s/ Alejandro del Basto
Sylvia Chamorro and Alejandro del Basto
Attorneys

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

By: /s/ Alejandro del Basto
Alejandro del Basto
Attorney