

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. 10) \*

**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**

**6/25/2012**

(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.

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\*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).

[**Explanatory Note:** This Amendment No. 10 was originally filed on June 29, 2012 and is being re-filed to include it under the EDGAR CIK (0000925261) of the correct subject company. On the EDGAR submission page of the original filing, The Coca-Cola Company (CIK: 0000021344) was incorrectly identified as both the filer and the subject company. Other than this note, this Amendment No. 10 is identical to the previously filed document.]

SCHEDULE 13D/A

CUSIP No. - None <sup>(1)</sup>

1	<b>NAME OF REPORTING PERSON</b>	
	<b>S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON</b>	
	THE COCA-COLA COMPANY 58-0628465	
2	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b>	(a) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> [ ]
3	<b>SEC USE ONLY</b>	
4	<b>SOURCE OF FUNDS*</b>	
	N/A	
5	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>	
	N/A	
6	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>	
	State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	<b>SOLE VOTING POWER</b> 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	<b>SHARED VOTING POWER</b> None
	9	<b>SOLE DISPOSITIVE POWER</b> 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	<b>SHARED DISPOSITIVE POWER</b> None	
11	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 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	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b>	<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	<b>TYPE OF REPORTING PERSON*</b> CO	

<sup>(1)</sup> 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 <sup>(1)</sup>

<b>1</b>	<b>NAME OF REPORTING PERSON</b>	
	<b>S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON</b>	
	THE COCA-COLA EXPORT CORPORATION 13-1525101	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b>	(a) <input checked="" type="checkbox"/> [ X ]
		(b) <input type="checkbox"/> [ ]
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS*</b>	
	N/A	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>	
	N/A	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>	
	State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	<b>SOLE VOTING POWER</b> 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)
	<b>8</b>	<b>SHARED VOTING POWER</b> None
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 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)
<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> None	
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 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)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b>	<input type="checkbox"/> [ ]
<b>13</b>	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)	
<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> CO	

<sup>(1)</sup> 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 <sup>(1)</sup>

<b>1</b>	<b>NAME OF REPORTING PERSON</b>	
	<b>S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON</b>	
	SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. (TIN - N/A)	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b>	(a) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> [ ]
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS*</b>	
	N/A	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>	
	N/A	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>	
	Republic of Argentina	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	<b>SOLE VOTING POWER</b> 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)
	<b>8</b>	<b>SHARED VOTING POWER</b> None
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 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)
<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> None	
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 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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<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> OO (limited liability company)	

<sup>(1)</sup> 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 <sup>(1)</sup>

<b>1</b>	<b>NAME OF REPORTING PERSON</b>	
	<b>S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON</b>	
	COCA-COLA DE CHILE S.A. (TIN - N/A)	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b>	(a) <input checked="" type="checkbox"/> [ X ]
		(b) <input type="checkbox"/> [ ]
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS*</b>	
	N/A	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>	
	N/A	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>	
	Republic of Chile	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	<b>SOLE VOTING POWER</b> 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)
	<b>8</b>	<b>SHARED VOTING POWER</b> None
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 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)
<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> None	
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<b>13</b>	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)	
<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> CO	

<sup>(1)</sup> 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").

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 is a direct wholly owned subsidiary 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 June 27, 2012.

**AMENDMENT NO. 10  
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. 10 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 9 (as further amended by this Amendment No. 10, 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 subsidiary, 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 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, now known as Inversiones Freire S.A. (“Freire One”) and Inversiones Freire Dos Limitada, now known as Inversiones Freire Dos S.A. (“Freire Two” and, together with Freire One, sometimes referred to as “Freire”), the controlling shareholders of Andina, Embotelladoras Coca-Cola Polar S.A. (“Polar”) and Inversiones Los Aromos Limitada (“Los 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, Coca-Cola Interamerican Corporation, a wholly owned direct subsidiary of KO (“Interamerican”), CC Chile and CC Argentina (the “KO Shareholders”) entered into a Letter of Understanding (the “LOU”) with Freire and Los 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 shares 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 the Stock Purchase Option Agreement and Custody Agreement (*Contrato de Opción de Compra de Acciones y Contrato de Custodia*) 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”) to add Los 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 to the Shareholders' Agreement certain provisions relating to KO special voting rights. Certain of the terms of the LOU were described in Amendment 9 to the Schedule 13D.

As contemplated by the LOU and in anticipation of completion of the Merger, the KO Shareholders, the Majority Shareholders and the following individuals who are beneficial owners of the Majority Shareholders: José Said Saffie, José Antonio Garcés Silva (senior), Gonzalo Said Handal, Alberto Hurtado Fuenzalida, Patricia Claro Marchant, María Soledad Chadwick Claro, Eduardo Chadwick Claro, María Carolina Chadwick Claro and María de la Luz Chadwick Hurtado (such individuals are collectively referred to as the “Majority Shareholders Partners”) entered into an Amended and Restated Shareholders' Agreement dated as of June 25, 2012 (the “Restated Shareholders' Agreement”). Interamerican was a party to the LOU and is a party to the Restated Shareholders' Agreement, among other things, because it is a shareholder of Polar and, therefore, it is anticipated that it will receive shares of Andina stock when the Merger is completed.

Certain of the terms of the Restated Shareholders' Agreement, including certain of the proposed amendments to the Option Agreement, are described in Item 6.

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

Item 6 is hereby amended and supplemented by adding to the information previously filed under this Item the following:

## RESTATED SHAREHOLDERS' AGREEMENT

As contemplated by the LOU and in anticipation of the completion of the Merger, the KO Shareholders, the Majority Shareholders and the Majority Shareholders Partners entered into the Restated Shareholders' Agreement dated as of June 25, 2012.

Certain of the terms of the Restated Shareholders' Agreement, including certain of the proposed amendments to the Option Agreement, are described below.

### Board Representation

Pursuant to the Restated Shareholders' Agreement, the KO Shareholders and the Majority Shareholders (collectively, the "Shareholders") agreed that the Board of Directors of Andina shall consist at all times of not more than 14 members. The KO Shareholders shall be entitled to nominate at least two members to the Board of Directors of Andina. At every annual meeting and at any special meeting of Shareholders called for the purpose of electing directors of Andina, the KO Shareholders shall vote all of their Shares in favor of the election of the nominees for directors designated by the KO Shareholders, and the Majority Shareholders shall 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 nominees. In the event of any vacancy on the Board of Directors of Andina occasioned by the death, incapacity, resignation or removal of a director nominated by the KO Shareholders, each Shareholder will vote all Shares which the Shareholder owns to fill such vacancy with the nominee designated by the KO Shareholders. The Shareholders will take all such action as may be necessary to promptly fill such vacancy, including the calling of a shareholders' meeting.

If the KO Shareholders, in their sole discretion, determine to remove a director which the KO Shareholders had previously so nominated and so notify the other Shareholder in writing, each Shareholder agreed promptly to vote all Shares which the Shareholder owns in favor of the removal of such director.

The right of the KO Shareholders to nominate directors shall terminate as described under "Termination" below.

### Special Voting Matters

Pursuant to the Restated Shareholders' Agreement, the Shareholders agreed that, subject to applicable Chilean law, the following matters will require (i) approval by the Board of Directors of Andina at a duly convened Board of Directors meeting, and (ii) the affirmative vote of at least one of the directors nominated by the KO Shareholders at the relevant Board of Directors meeting:

- (a) any amendment to the articles of association or by-laws of Andina or any subsidiary thereof;
- (b) any sale or disposal of substantially all the assets of Andina or any subsidiaries thereof;
- (c) any amendment to the Code of Business Conduct;
- (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; and
- (k) at any shareholders' meeting of Andina or any of its subsidiaries, the granting of any loan to any Majority Shareholder or a Related Party thereto;

For purposes of clauses (a) to (j) above, the term “subsidiary” includes any entity controlled by Andina; and “Related Party” has the meaning set forth in article 100 of Law 18,045, Securities Market Law.

Pursuant to the Restated Shareholders' Agreement, the Majority Shareholders agreed to cause the directors nominated by them to vote against the matters set forth in clauses (a) to (j) above or withdraw the motion in that regard submitted to approval, unless at least one of the directors nominated by the KO Shareholders votes in favor of the relevant matter.

In addition, the Shareholders agreed that the matters set forth in clauses (a) to (j) above will require (i) approval by the shareholders of Andina at a duly convened shareholders' meeting, and (ii) the affirmative vote of all the shares belonging to the KO Shareholders at the relevant shareholders' meeting. Therefore, the Majority Shareholders agreed to vote their shares of capital stock of Andina against the matters set forth in clauses (a) to (j) above or withdraw the motion in that regard submitted to approval, unless the KO Shareholders vote in favor of the relevant matter.

#### Code of Business Conduct

Pursuant to the Restated Shareholders' Agreement, the Majority Shareholders agreed (i) that Andina and its subsidiaries shall have in effect at all times a Code of Business Conduct in substantially the form agreed by the Shareholders, and (ii) to cause Andina to take appropriate action to assure that the Code of Business Conduct is adequately communicated to management and all employees of Andina and its subsidiaries.

#### Environmental & Occupational Safety & Health Matters

Pursuant to the Restated Shareholders' Agreement, the Majority Shareholders agreed that the operations of Andina and its subsidiaries will be conducted in compliance in all material respects with the requirements of all applicable environmental laws, regulations, statutes, ordinances and permit conditions, in accordance in all material respects with KO's standards, and in a reasonable manner such that the risk of material liability to governmental entities and/or third parties arising from environmental matters is minimized.

#### Transfer Restriction; Permitted Transfers

Pursuant to the Restated Shareholders' Agreement, the Shareholders agreed that their rights to transfer any Shares are restricted, and that no transfer of Shares by any of the KO Shareholders or the Majority Shareholders may be effected except in compliance with the terms of the Restated Shareholders' Agreement. Any attempted or actual transfer in

violation of the Restated Shareholders' Agreement shall, to the full extent permitted under applicable Chilean laws or regulations, be of no effect and null and void.

The KO Shareholders may transfer Shares to KO or to any wholly owned subsidiary of KO (a "KO Permitted Transferee"); provided, however, that (i) any Shares transferred to any KO Permitted Transferee shall remain subject to the provisions of the Restated Shareholders' Agreement, and (ii) such KO Permitted Transferee shall agree in writing to be bound by the provisions of the Restated Shareholders' Agreement. Prior to such time as any KO Permitted Transferee holding any Shares shall cease to be a wholly owned subsidiary of KO, such KO Permitted Transferee shall transfer all Shares then owned by it to the KO Shareholders or to another KO Permitted Transferee.

The Majority Shareholders may transfer Shares to any wholly owned subsidiary of a Majority Shareholder (a "Majority Shareholder Permitted Transferee"); provided, however, that (i) any Shares Transferred to a Majority Shareholder Permitted Transferee hereunder shall remain subject to the provisions of the Restated Shareholders' Agreement and (ii) such Majority Shareholder Permitted Transferee shall agree in writing to be bound by the provisions of the Restated Shareholders' Agreement. Prior to such time as any Majority Shareholder Permitted Transferee holding any Shares shall cease to be a wholly owned subsidiary of a Majority Shareholder, such Majority Shareholder Permitted Transferee shall transfer all Shares then owned by it to the Majority Shareholders or to another Majority Shareholder Permitted Transferee.

The transfer restrictions set forth in the Restated Shareholders' Agreement shall terminate upon the occurrence of a Put Event or (x) a change in the direct or indirect ownership of the outstanding voting power or equity interest of any of the Majority Shareholders as a result of which the Majority Shareholders Partner Group owns collectively less than 75% of the outstanding voting power or less than 75% of the outstanding equity interests of any of the Majority Shareholders, or (y) a change in the ownership of the outstanding voting power or equity interests of Andina as a result of which the Majority Shareholders and the Majority Shareholder Permitted Transferees own collectively less than 50.1% of the outstanding voting power or less than 25% of the outstanding equity interest of Andina.

#### Corporate Reorganization of Freire One, Freire Two and Los Aromos

Pursuant to the Restated Shareholders' Agreement, the Shareholders agreed that Freire One, Freire Two and Los Aromos will be entitled to perform certain corporate reorganizations and to allocate, with a certain limited exception in the case of Los Aromos, all of the shares issued by Andina to the new corporations and companies resulting from such reorganizations, provided, however, that (i) the corporate reorganizations and allocation of shares of capital stock of Andina must be performed no later than December 31, 2012; (ii) the new corporations and companies resulting from such reorganizations remain exclusively and solely owned directly or indirectly by Majority Shareholders Partners; (iii) on the same date and simultaneously with the performance of the corporate reorganizations and allocation, each of the corporations and companies resulting from such reorganizations agrees to be bound by the terms of the Restated Shareholders' Agreement; and (iv) the undertakings of the Majority Shareholders Partners in the Restated Shareholders' Agreement shall subsist regarding the relevant corporations and companies resulting from such reorganizations.

#### Right of First Refusal

Pursuant to the Restated Shareholders' Agreement, the Shareholders agreed that, except for transfers to permitted transferees or pursuant to the Put Right described below, if any Shareholder (the "Transferring Shareholder") receives a bona fide offer from a third party to sell all or any portion of the Shares held by the Transferring Shareholder (the "Offered Shares") in a transaction not subject to Right of First Offer described below, the other Shareholders (the "Non-Transferring Shareholders") shall have the right, to purchase all (but not less than all) of the Offered Shares on the same terms and conditions as those of the bona fide offer.

#### Right of First Offer

Pursuant to the Restated Shareholders' Agreement, the Shareholders agreed that, except for transfers to permitted transferees or pursuant to the Put Right described below, if a Shareholder proposes to transfer all or any portion of its Shares (the "Publicly Offered Shares") in a Public Offering or in Brokers Transactions, then such Transferring Shareholder shall give notice (the "Public Sale Notice") of such intention to Transfer the Publicly Offered Shares to the Non-Transferring Shareholders. Such Public Sale Notice shall set forth: (i) the number of Publicly Offered Shares proposed to be transferred; (ii) the price per Share determined in good faith by the Transferring Shareholder on the date of the Public Sale Notice (the "First Offer Price"), (iii) the planned date of such Transfer, and (iv) any other

material proposed terms of the Transfer. The Non-Transferring Shareholders shall have the right, for a period of 60 days following the date such Public Sale Notice is received (or if the KO Shareholders are the Non-Transferring Shareholders, until 15 days after the first meeting of the KO Board of Directors which is held at least 30 days after the date on which the KO Shareholders receive the Public Sale Notice), to notify the Transferring Shareholder of the election to purchase the Publicly Offered Shares at the First Offer Price (the "First Notice Period").

If the Non-Transferring Shareholders do not exercise the right to purchase the Publicly Offered Shares within the First Notice Period, or if, following exercise of such right, the Non-Transferring Shareholders shall fail to consummate the purchase of the Publicly Offered Shares within the applicable time period, then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the First Notice Period (or after the earlier waiver by the Non-Transferring Shareholders of the right to purchase), to transfer the Publicly Offered Shares at a price not less than 90 percent of the First Offer Price (x) in a Public Offering, or (y) in Brokers Transactions.

If the Transferring Shareholder proposes to transfer Shares in a Public Offering, as near as reasonably practicable to the date of transfer the Transferring Shareholder shall give notice to the Non-Transferring Shareholders (the "Second Offer") to sell to the Non-Transferring Shareholders the Publicly Offered Shares at the price per share indicated in good faith and in writing by the lead underwriter or purchaser of such Shares as the estimated offering price therefor (the "Second Offer Price"), provided, however, that no Second Offer need be made if the Second Offer Price would be more than 90 percent of the First Offer Price. The Non-Transferring Shareholders shall have the right, for a period of 24 hours (the "Second Offer Period"), to notify the Transferring Shareholder of the election to accept the Second Offer. If the Non-Transferring Shareholders timely exercise the right to purchase the Publicly Offered Shares, the purchase, sale and transfer of the Publicly Offered Shares shall take place on a date fixed by the Non-Transferring Shareholders, which must be a date within 60 days after the receipt of the Second Offer. If the Non-Transferring Shareholders fail to timely exercise the right to purchase the Publicly Offered Shares within the Second Notice Period, or fail to consummate the purchase of the Publicly Offered Shares within the applicable time period, then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the Second Notice Period (or after the earlier waiver by the Non-Transferring Shareholder of the right to purchase), to transfer the Publicly Offered Shares in a Public Offering.

#### Put Right

Pursuant to the Restated Shareholders' Agreement, the Shareholders agreed that upon the occurrence of a Put Event, the KO Shareholders shall have the right (a "Put Right") to require the Majority Shareholders to purchase all, but not less than all, of the shares of Andina stock owned by them (except as provided in the next sentence) at the Put Price (calculated on a per share basis) as determined below. For purposes of the Put Right, the Shareholders agreed that the shares of Andina stock subject to the Put Right shall include only the Shares owned by the KO Shareholders on the date of the Restated Shareholders' Agreement and any additional shares of Andina capital stock acquired by the KO Shareholders through the exercise of their preemptive rights. The KO Shareholders shall give written notice to the Majority Shareholders of their intention to exercise their Put Right within 15 days after the date of the first meeting of the KO Board of Directors which is held at least 30 days after the date upon which the KO Shareholders receive written notice of the determination of the Put Price.

The Put Price shall be determined as follows:

- (i) If the shares to be purchased by the Majority Shareholders pursuant to the Put Right are shares of Series A Stock, the Put Price for such shares shall be mutually agreed upon by the KO Shareholders and the Majority Shareholders or, if the KO Shareholders and the Majority Shareholders are unable to agree within 30 days after the request by the KO Shareholders for the determination of the Put Price, the Majority Shareholders, on the one hand, and the KO Shareholders, on the other hand, shall each choose an internationally recognized investment banking firm with experience in the analysis of soft drink businesses, and each of those two firms within 60 days from the date of their engagement shall prepare an appraisal setting forth its determination of the Put Price. If such two firms do not agree on the Put Price and following such determination the KO Shareholders and the Majority Shareholders continue to be unable to agree upon the Put Price within ten days from the expiration of such 60-day term, the two firms shall, in good faith, select a third investment banking firm, which third firm shall be an internationally recognized firm with experience in the analysis of soft drink businesses. The third investment banking firm so selected shall within 45 days from the date of its engagement prepare an appraisal setting forth its determination of the Put Price, which determination shall be final and binding to the parties. The Put Price of the shares of Series A Stock shall be the price that a holder of shares of Series A Stock would receive upon the sale of such shares in a transaction under market

conditions between a willing seller and a willing buyer as of the date of the request by the KO Shareholders that the Put Price be determined.

- (ii) If the Shares to be purchased by the Majority Shareholders pursuant to the Put Right are shares of Series B Stock, the Put Price shall be the Market Value of such shares of Series B Stock.

#### Amended Option Agreement; Fundamental Transactions

Pursuant to the Restated Shareholders' Agreement, the parties agreed that on the date the Merger becomes effective and concurrently with the execution of the Merger effectiveness deed (but in no event later than August 31, 2012) the parties will execute and enter into an amendment to the Option Agreement (the "Amended Option Agreement"), pursuant to which the Majority Shareholders will agree to provide the KO Shareholders with a call right relating to Shares held by the Majority Shareholders and agree to certain restrictions regarding the transfer of Shares held by the Majority Shareholders. The Option Agreement shall continue to be binding among the parties thereto until the Amended Option Agreement becomes effective.

At least 90 days prior to taking any action with respect to any of the following matters (a "Fundamental Transaction"), the Majority Shareholders and the Majority Shareholders Partners will provide the KO Shareholders with written notice of the intent to take such action:

- (i) the sale of all or substantially all of the assets of Andina;
- (ii) any reorganization, merger, consolidation, share exchange or business combination involving Andina;
- (iii) any change in the direct or indirect ownership of the outstanding voting power or equity interests of any of the Majority Shareholders as a result of which the Majority Shareholders Partner Group owns collectively less than 75% of the outstanding voting power or less than 75% the outstanding equity interests of any of the Majority Shareholders;
- (iv) any change in the direct or indirect ownership of the outstanding voting power or equity interests of Andina as a result of which the Majority Shareholders own in the aggregate less than 50.1% of the outstanding voting power of Andina or less than 25% of the outstanding equity interests of Andina; or
- (v) a stock split, subdivision, stock dividend, extraordinary dividend or dividends or other reclassification, consolidation or combination of Andina's voting securities or any similar action or transaction.

From the date of any request by the KO Shareholders to initiate the option exercise period provided for in the Amended Option Agreement until the closing of the purchase of the Shares subject to the call option provided for in the Amended Option Agreement by the KO Shareholders, the Majority Shareholders agreed that they (x) will not take, and will not vote their shares of Andina stock in favor of, any action with respect to any Fundamental Transaction and (y) will cause Andina to carry on its business in the ordinary course.

Each of the Majority Shareholders agreed that it will not convert or exchange, and will not take any action with respect to the conversion or exchange of, any Shares into shares of Series B Stock.

#### Preemptive Rights

The KO Shareholders reserved their rights, to the full extent permitted under applicable Chilean laws and regulations, to maintain their pro rata share ownership of Series A Stock, Series B Stock or other capital stock through the exercise of preemptive rights. If Andina issues additional shares of capital stock to existing shareholders in a preemptive rights offering (a "Preemptive Rights Offering"), the Majority Shareholders agreed that they will not vote their Shares in favor of, or permit, the setting of a price for any shares of capital stock which may be offered to third parties (even if such shares are to be acquired in a transfer on a stock exchange) which is lower than the price at which shares of capital stock were offered to the KO Shareholders in the Preemptive Rights Offering without the prior written consent of the KO Shareholders.

#### Termination

The rights and obligations of the parties to the Restated Shareholders' Agreement shall terminate if any of the KO

Shareholders voluntarily transfers Shares in a sale to a person other than KO or a subsidiary of KO, and, as a result of such sale, during the 30 days following such sale KO and its subsidiaries own less than 15.66 million shares of Series A Stock.

The rights and obligations of the parties to the Restated Shareholders' Agreement relating to KO board representation shall terminate if both (i) the Majority Shareholders notify the KO Shareholders in writing that the ownership level of Andina stock held by KO and its subsidiaries has fallen below 4% of the Series A Stock, and (ii) within one year following the receipt of such written notice KO and its subsidiaries fail to restore their ownership of Andina stock to at least such applicable 4% level.

The rights and obligations of the parties to the Restated Shareholders' Agreement relating to KO board representation, but only with respect to the nominating of a second director by the KO Shareholders, shall terminate if both (i) the Majority Shareholders notify the KO Shareholders in writing that the ownership level of Andina stock held by KO and its subsidiaries has fallen below 10% of the Series A Stock, and (ii) within one year following the receipt of such written notice KO and its subsidiaries fail to restore their ownership of Andina stock to at least such applicable 10% level.

#### Certain Definitions

The following capitalized terms used but not otherwise defined in this Item 6 have the following meanings for purposes of the description of the Restated Shareholders' Agreement:

“Brokers Transactions” means brokers' transactions on any exchange or in any over-the-counter market, including brokers' transactions within the meaning of Rule 144 under the Securities Act of 1933, as amended.

“Market Value” (as calculated on a per share basis) means the quotient of the average closing price of the Series A Stock or Series B Stock, as applicable, as reported on the Santiago Stock Exchange (“Bolsa de Comercio de Santiago”) for the 12-month period ended on the trading date immediately prior to the date of delivery of the notice by the KO Shareholders exercising the Put Right.

“Majority Shareholders Partner Group” means:

- (a) Any of the Majority Shareholders Partners;
- (b) Any of the spouses of the Majority Shareholders Partners;
- (c) Any of the lineal descendants (whether natural or adopted) of any of the Majority Shareholders Partners;
- (d) Any individual who, in circumstances where the transferor at the time of his death did not have a spouse or any lineal descendants, receives shares of the Majority Shareholders by intestacy from (i) a Majority Shareholder Partner, (ii) a lineal descendant (whether natural or adopted) of any of the Majority Shareholder Partners, or (iii) a person who has previously received shares of the Majority Shareholders by intestacy as described in this paragraph (d);
- (e) Any wholly owned subsidiary of any of the foregoing;  
and
- (f) Any trust formed for the benefit of any the persons listed in clauses (a), (b), (c) or (d) if one or more persons listed in clauses (a), (b), (c) or (d) retains full voting and investment power over the assets of such trust.

“Public Offering” means a widely distributed underwritten public offering of securities pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements thereof.

“Put Event” means (i) the sale of all or substantially all of the assets of Andina or (ii) any merger, consolidation, share exchange, business combination or similar transaction involving Andina as a result of which Andina is not the surviving entity or any reorganization involving any third party in which Andina is not the surviving entity.

“Series A Stock” means the Series A shares of capital stock of Andina.

“Series B Stock” means the Series B shares of capital stock of Andina.

“Shares” means any shares of capital stock of Andina, any securities or other options or rights convertible into or exchangeable for any shares of capital stock of Andina, or any American Depository Shares or other instruments representing shares of capital stock of Andina whether or not issued or outstanding on the date of the Restated Shareholders' Agreement; provided that the term “Shares” shall not include any shares of Series B Stock or any American Depository Shares or other instruments representing shares of Series B Stock so long as shares of Series B Stock do not have voting power which is in any material respect greater than the voting provided as of this date to the Series B Stock.

A copy of the Restated Shareholders Agreement and the form Amended Option Agreement are attached as Exhibits 99.2 and 99.5, respectively, and are 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:

<b><u>EXHIBIT NO.</u></b>	<b><u>DESCRIPTION</u></b>
Exhibit 99.1	Directors and Executive Officers of the Reporting Persons
Exhibit 99.2	Amended and Restated Shareholders' Agreement
Exhibit 99.3	Coca-Cola de Chile Power of Attorney [Translated from Spanish]
Exhibit 99.4	Servicios y Productos Para Bebidas Refrescantes S.R.L Power of Attorney [Translated from Spanish]
Exhibit 99.5	Form of Amendment to Stock Purchase Option and Custody Agreement [Translated from Spanish]



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: June 29, 2012	<p><b>THE COCA-COLA COMPANY</b></p> <p>By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer</p> <p><b>THE COCA-COLA EXPORT CORPORATION</b></p> <p>By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer</p>
Date: June 29, 2012	<p><b>COCA-COLA DE CHILE S.A.</b></p> <p>By: <u>/s/ Sylvia Chamorro and /s/ Alejandro del Basto</u> Sylvia Chamorro and Alejandro del Basto Attorneys-in-Fact</p>
Date: June 29, 2012	<p><b>SERVICIOS y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L.</b></p> <p>By: <u>/s/ Alejandro del Basto</u> Alejandro del Basto Attorney-in Fact</p>

## EXHIBIT INDEX

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**EXHIBIT 99.1****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 and The Coca-Cola Export 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**

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	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 International 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  Guy Wollaert	Senior Vice President and Global Public Affairs and Communications Officer of The Coca-Cola Company  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**

<u><i>NAME</i></u>	<u><i>PRINCIPAL OCCUPATION OR EMPLOYMENT</i></u>	<u><i>ADDRESS</i></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 THE COCA-COLA EXPORT CORPORATION (“TCCEC”)**

<u>NAME AND POSITION WITH TCCEC</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
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 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

**AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT**

THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT (this "Agreement") is made and entered into as of this 25<sup>th</sup> day of June, 2012, by and among:

**EMBOTELLADORA ANDINA S.A.**, a corporation organized under the laws of Chile ("Andina"),

**THE COCA-COLA COMPANY**, a corporation organized under the laws of Delaware, U.S.A. ("KO"),

**COCA-COLA INTERAMERICAN CORPORATION**, a corporation organized under the laws of Delaware, U.S.A. ("Interamerican"),

**SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES SRL** (formerly known as "Coca-Cola de Argentina S.A."), a corporation organized under the laws of Argentina ("SPBR"),

**COCA-COLA DE CHILE S.A.**, a corporation organized under the laws of Chile ("CCDC"), and collectively with KO, Interamerican and SPBR hereinafter referred to as the "KO Shareholders"),

**INVERSIONES FREIRE S.A.** (formerly known as "Inversiones Freire Limitada"), a corporation organized under the laws of Chile ("Freire One"), and collectively with the corporations which may be spun-off from Freire One pursuant to Section 4.2 of this document hereinafter referred to as the "Freire One Group"),

**INVERSIONES FREIRE DOS S.A.** (formerly known as Inversiones Freire Dos Limitada) a corporation organized under the laws of Chile ("Freire Two"), and collectively with the corporations which may be spun-off from Freire Two pursuant to Section 4.2 of this document hereinafter referred to as the "Freire Two Group", and the latter together with the Freire One Group hereinafter referred to as the "Freire Group"),

**INVERSIONES LOS AROMOS LIMITADA**, a limited liability company organized under the laws of Chile ("Los Aromos"), and collectively with the corporations which may be spun-off from Los Aromos pursuant to Section 4.2 of this document hereinafter referred to as the "Aromos Group", and the latter together with Freire Group hereinafter referred to as the "Majority Shareholders") (the KO Shareholders and the Majority Shareholders are hereinafter collectively referred to as the "Shareholders" and each individually as a "Shareholder"),

and the following individuals, which are the current beneficial owners of the Majority Shareholders as listed in Annex I: José Said Saffie, José Antonio Garcés Silva (senior), Gonzalo Said Handal, Alberto Hurtado Fuenzalida, Patricia Claro Marchant, María Soledad Chadwick Claro, Eduardo Chadwick Claro, María Carolina Chadwick Claro and María de la Luz Chadwick Hurtado (hereinafter collectively referred to as the "Majority Shareholders Partners").

**WITNESSETH:**

WHEREAS, on August 12, 1996, Interamerican and Los 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

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Hurtado, as owners of Aromos; and Polar, entered into a Shareholders' Agreement (*Convenio de Accionistas*) (the "Polar SHA");

WHEREAS, on September 5, 1996, Andina, TCCC, Interamerican (which subsequently transferred all of its shares issued by Andina to CCDC pursuant to Section 4.1 and 6.3 of the Andina SHA, as defined below), Coca-Cola de Argentina S.A. (currently named SPBR), Bottling Investment Limited, Freire One and Freire Two entered into a Shareholders' Agreement, as amended on December 17, 1996 (the "Andina SHA");

WHEREAS, on January 23, 1997, the shareholders of Bottling Investment Limited adopted a resolution providing for the liquidation of Bottling Investment Limited, and on January 24, 1997, as part of such liquidation all of the shares of Andina owned by Bottling Investment Limited were distributed to Interamerican and Coca-Cola de Argentina S.A. (currently named SPBR);

WHEREAS, on the date hereof, the shareholders meetings of each of Andina and Polar agreed and approved to merge Polar with Andina (the "Merger"), as a consequence of which, subject to the certain conditions precedent and no later than August 31, 2012, Polar will be dissolved and Andina will be the surviving entity;

WHEREAS, upon completion of the Merger, **(a)** Freire One Group will own 185,706,603 shares of Series A Stock, representing in the aggregate approximately 39.2374% of the outstanding Series A Stock of Andina; **(b)** Freire Two Group will own 14,300,000 shares of Series A Stock, representing in the aggregate approximately 3.0214% of the outstanding Series A Stock of Andina; and **(c)** Aromos Group will own 52,989,381 shares of Series A Stock of Andina, representing in the aggregate approximately 11.19598% of the outstanding Series A Stock of Andina (such shares, together with any shares of capital stock or securities or other options or rights convertible into or exchangeable for any shares of such capital stock, or American Depository Shares or other instruments representing such shares of such capital stock, are hereinafter referred to as the "Majority Shareholders Shares");

WHEREAS, upon completion of the Merger **(a)** CCDC will own 40,552,802 shares of Series A Stock, representing in the aggregate approximately 8.57% of the outstanding Series A Stock of Andina; **(b)** SPBR will own 1,410,062 shares of Series A Stock, representing in the aggregate approximately 0.30% of the outstanding Series A Stock of Andina; and **(c)** Interamerican will own 27,385,380 shares of Series A Stock, representing in the aggregate approximately 5.79% of the outstanding Series A Stock of Andina;

WHEREAS, the parties hereto have determined it to be advisable to amend the terms and conditions of the Andina SHA, to remove Bottling Investment Limited as party, to add the Aromos Group entities as parties, to add certain obligations of the Majority Shareholders Partners, and to make certain other changes and otherwise agree on an amended and restated shareholders' agreement which will govern their rights and obligations as shareholders of Andina following the Merger (i) providing for certain restrictions on the transfer of the Shares (as defined in Article 2) and (ii) providing for certain other matters;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree to remove Bottling Investment Limited as party to this Agreement, and further agree as follows:

**ARTICLE 1**  
**EFFECTIVE DATE; TERMINATION**

1. Effective Date. This Agreement shall become effective and binding as of the date hereof, except for the provisions set forth in Sections 4.1, 4.3, 4.4, 4.5, 5.1, 5.2(b), 5.2(c), 5.3, 5.4 and 5.7, which shall
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be binding as of the date the Merger becomes effective and in no event later than August 31, 2012. For the purpose of certifying the effectiveness of the Merger, any party to this Agreement may send a communication to the other parties attaching to such communication a copy of the public deed evidencing that the Merger has become effective (*Escritura de Formalización*, hereinafter the “Merger Effectiveness Deed”). For the avoidance of doubt, the provisions of the Andina SHA and of the Polar SHA that do not conflict with the provisions of this Agreement which have become effective and binding as of this date shall continue to be binding among the parties thereto until the Merger becomes effective.

2. Termination.

(a) The rights and obligations of the parties to this Agreement shall terminate if any of the KO Shareholders voluntarily Transfers Shares in a sale to a Person other than KO or a subsidiary of KO, and, as a result of such sale, during the 30 days following such sale KO and its subsidiaries own less than 15.66 million shares of Series A Stock.

(b) The rights and obligations of the parties under Sections 3.1, 3.2, 3.3 and 3.4 of this Agreement and under Article 4 of this Agreement shall terminate if both (i) the Majority Shareholders notify the KO Shareholders in writing that the ownership level of Andina stock held by KO and its subsidiaries has fallen below 4% of the Series A Stock, and (ii) within one year following the receipt of such written notice KO and its subsidiaries fail to restore their ownership of Andina stock to at least such applicable 4% level.

(c) The rights and obligations of the parties under Sections 3.1, 3.2, 3.3 and 3.4 of this Agreement, but only with respect to the nominating of a second director by the KO Shareholders, shall terminate if both (i) the Majority Shareholders notify the KO Shareholders in writing that the ownership level of Andina stock held by KO and its subsidiaries has fallen below 10% of the Series A Stock, and (ii) within one year following the receipt of such written notice KO and its subsidiaries fail to restore their ownership of Andina stock to at least such applicable 10% level. For the avoidance of doubt, during the period indicated in (ii), the obligation of the Majority Shareholders set forth in Section 3.2 shall be suspended. Also, as soon as KO and its subsidiaries restore their ownership of Andina stock to the applicable 10 % level, the obligation of the Majority Shareholders set forth in Section 3.2 shall immediately recover its full enforceability.

**ARTICLE 2**  
**CERTAIN DEFINITIONS**

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

“Bona Fide Offer” shall mean a written offer which the offeree wishes to accept setting forth the bona fide intention of the Person delivering such writing to purchase for cash all or part of the Shares by the offeree and stating in reasonable detail the cash consideration to be paid therefor and the other material terms and conditions of such offer. Any Bona Fide Offer shall be accompanied by a statement of the source of funds to be utilized in the transaction by the Person making the offer, including (where applicable) a commitment letter from an appropriate financial institution in form reasonably acceptable to the parties.

“Brokers Transactions” shall mean brokers' transactions on any exchange or in any over-the-counter market, including brokers' transactions within the meaning of Rule 144 under the Securities Act.

“Business Day” shall mean any day other than a day on which commercial banks in the cities of Atlanta or

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New York in the United States of America or in the city of Santiago, Chile, are required or authorized by law to be closed.

“Market Value” (as calculated on a per share basis) shall mean the quotient of the average closing price of the Series A Stock or Series B Stock, as applicable, as reported on the Santiago Stock Exchange (“*Bolsa de Comercio de Santiago*”) for the twelve-month period ended on the trading date immediately prior to the date of delivery of the notice by the KO Shareholders exercising the Put Right provided in Section 5.1.

“Majority Shareholders Partner Group” shall mean:

- (a) Any of the Majority Shareholders Partners;
- (b) Any of the spouses of the Majority Shareholders Partners;
- (c) Any of the lineal descendants (whether natural or adopted) of any of the Majority Shareholders Partners;
- (d) Any individual who, in circumstances where the transferor at the time of his death did not have a spouse or any lineal descendants, receives shares of the Majority Shareholders by intestacy from (i) a Majority Shareholder Partner, (ii) a lineal descendant (whether natural or adopted) of any of the Majority Shareholder Partners, or (iii) a person who has previously received shares of the Majority Shareholders by intestacy as described in this paragraph (d);
- (e) Any Wholly Owned Subsidiary of any of the foregoing;  
and
- (f) Any trust formed for the benefit of any the Persons listed in clauses (a), (b), (c) or (d) if one or more Persons listed in clauses (a), (b), (c) or (d) retains full voting and investment power over the assets of such trust.

“Person” shall mean a natural person, partnership, corporation, trust or other legal entity.

“Public Offering” shall mean a widely distributed underwritten public offering of securities pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements thereof.

“Put Event” shall mean (i) the sale of all or substantially all of the assets of Andina or (ii) any merger, consolidation, share exchange, business combination or similar transaction involving Andina as a result of which Andina is not the surviving entity or any reorganization involving any third party in which Andina is not the surviving entity.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Series A Stock” shall mean the Series A shares of capital stock of Andina.

“Series B Stock” shall mean the Series B shares of capital stock of Andina.

“Shares” means any shares of capital stock of Andina, any securities or other options or rights convertible into or exchangeable for any shares of capital stock of Andina, or any American Depository Shares or other instruments representing shares of capital stock of Andina whether or not issued or outstanding on the date hereof; provided that the term “Shares” shall not include any shares of Series B Stock or any American Depository Shares or other instruments representing shares of Series B Stock so long as shares of Series B

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Stock do not have voting power which is in any material respect greater than the voting provided as of this date to the Series B Stock.

“Transfer” shall mean any direct or indirect sale, assignment, transfer, pledge, usufructus, hypothecation or deposit into a voting trust of the securities in question.

“Wholly Owned Subsidiary” of a Person shall mean a corporation, entity or other Person all of the securities of which (other than directors' qualifying shares or similar shares) are owned, directly or indirectly, by such Person.

### **ARTICLE 3 MANAGEMENT**

- 3.1. Board of Directors. The Shareholders agree that the Board of Directors of Andina shall consist at all times of not more than fourteen incumbent members (with no alternate members). The KO Shareholders shall be entitled to nominate at least two incumbent members to the Board of Directors of Andina.
- 3.2. Election of Directors. At every annual meeting and at any special meeting of Shareholders hereafter called for the purpose of electing a director or directors of Andina, the KO Shareholders shall vote all of their Shares in favor of the election of the nominees for directors designated by the KO Shareholders as provided in this Article 3, and the Majority Shareholders shall 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 nominees.
- 3.3. Vacancies. In the event of any vacancy on the Board of Directors occasioned by the death, incapacity, resignation or removal of a director nominated by the KO Shareholders, each Shareholder will vote or cause to be voted all Shares which the Shareholder owns to fill such vacancy with the nominee designated by the KO Shareholders. The Shareholders will take all such action as may be necessary to promptly fill such vacancy, including the calling of a shareholders' meeting.
- 3.4. Removal of Directors. If the KO Shareholders, in their sole discretion, determine to remove a director which the KO Shareholders had previously so nominated and so notify the other Shareholder in writing, each Shareholder agrees, promptly to vote or cause to be voted all Shares which the Shareholder owns in favor of the removal of such director.
- 3.5. Management of Andina; Board of Directors Action.

(a) The day-to-day administration of Andina's business and affairs shall be conducted by Andina's current management structure under the direction, control and supervision of the Board of Directors of Andina in accordance with the *Estatutos Sociales* of Andina. Subject to the Chilean Companies Act, the Shareholders agree that the matters indicated in Exhibit 3.5 to this Agreement will require (i) approval by the Board of Directors of Andina at a duly convened Board of Directors meeting, and (ii) the affirmative vote of at least one of the directors nominated by the KO Shareholders at the relevant Board of Directors meeting. Therefore, the Majority Shareholders agree to cause the directors nominated by them to vote against the matters listed in Exhibit 3.5 or withdraw the motion in that regard submitted to approval, unless at least one of the directors nominated by the KO Shareholders votes in favor of the relevant matter.

(b) Furthermore, the Shareholders acknowledge that the *Estatutos Sociales* of Andina provide for certain notice, quorum and voting requirements for action of the Board of Directors of

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Andina and agree not to take any action inconsistent with such provisions.

3.6. Shareholders' Meetings.

(a) The Shareholders agree that the matters indicated in Exhibit 3.5 to this Agreement will require (i) approval by the shareholders of Andina at a duly convened shareholders' meeting, and (ii) the affirmative vote of all the shares belonging to the KO Shareholders at the relevant shareholders' meeting. Therefore, the Majority Shareholders agree to vote their shares of capital stock of Andina against the matters listed in Exhibit 3.5 or withdraw the motion in that regard submitted to approval, unless the KO Shareholders vote in favor of the relevant matter.

(b) Furthermore, the Shareholders acknowledge that the *Estatutos Sociales* provide for certain notice, quorum and voting requirements at ordinary and extraordinary shareholders' meetings and agree not to take any action inconsistent with such provisions.

3.7. Code of Business Conduct. The Majority Shareholders agree (i) that Andina and its subsidiaries shall have in effect at all times a Code of Business Conduct in substantially the form of Exhibit 3.7 and (ii) to cause Andina to take appropriate action to assure that the Code of Business Conduct is adequately communicated to management and all employees of Andina and its subsidiaries.

3.8. Environmental & Occupational Safety & Health Matters. The Majority Shareholders agree that:

(a) The operations of Andina and its subsidiaries will be conducted:

(i) in compliance in all material respects with the requirements of all applicable environmental laws, regulations, statutes, ordinances and permit conditions (the "Environmental & Occupational Safety & Health Laws");

(ii) in accordance in all material respects with all "Environmental, and Occupational Safety & Health Standards" as required by KO in KORE documentations (see attachment), and SLBU published requirements; and

(iii) in a reasonable manner such that the risk of material liability to governmental entities and/or third parties arising from environmental matters is minimized.

(b) In fulfilling the intent of this Section 3.8, the responsibility for environmental compliance will be assigned to an individual in the management of Andina, whose duties shall include conducting regular environmental and occupational safety and health audits of all production facilities. Each operation must have a responsible for environmental and occupational safety and health. In addition, Andina's General Manager shall notify the Board of Directors of Andina of any material exceptions to environmental and occupational safety and health compliance and ensure that all required corrective actions are initiated and completed as soon as possible. Information of Key Performance Indicators as defined by KO must be accurate and timely submitted by Andina. Andina's operations shall reach targets as defined by KO.

#### **ARTICLE 4 RESTRICTIONS ON TRANSFER**

4.1. Transfer Restriction Generally.

(a) The rights of the KO Shareholders and the Majority Shareholders to Transfer any Shares are restricted as provided in this Article 4, and no Transfer of Shares by any of the KO Shareholders or the

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Majority Shareholders may be effected except in compliance with this Article 4. Any attempted or actual Transfer in violation of this Agreement shall, to the full extent permitted under applicable Chilean laws or regulations, be of no effect and null and void.

(b) Without complying with the provisions of this Article 4, the KO Shareholders may make Transfers of Shares to KO or to any Wholly Owned Subsidiary of KO (a "KO Permitted Transferee"); provided, however, that (i) any Shares Transferred to any KO Permitted Transferee hereunder shall remain subject to the provisions of this Agreement, and (ii) such KO Permitted Transferee shall agree in writing to be bound by the provisions of this Agreement. Prior to such time as any KO Permitted Transferee holding any Shares shall cease to be a Wholly Owned Subsidiary of KO, such KO Permitted Transferee shall Transfer all Shares then owned by it to the KO Shareholders or to another KO Permitted Transferee. The restrictions set forth in this Article 4 shall terminate upon the occurrence of a Put Event or (x) a change in the direct or indirect ownership of the outstanding voting power or equity interest of any of the Majority Shareholders as a result of which the Majority Shareholders Partner Group owns collectively less than 75% of the outstanding voting power or less than 75% of the outstanding equity interests of any of the Majority Shareholders, or (y) a change in the ownership of the outstanding voting power or equity interests of Andina as a result of which the Majority Shareholders and the Majority Shareholder Permitted Transferees (as defined Section 4.1(c)) own collectively less than 50.1% of the outstanding voting power or less than 25% of the outstanding equity interest of Andina.

(c) Without complying with the provisions of this Article 4, the Majority Shareholders may make Transfer of Shares to any Wholly Owned Subsidiary of a Majority Shareholder (a "Majority Shareholder Permitted Transferee"); provided, however, that (i) any Shares Transferred to a Majority Shareholder Permitted Transferee hereunder shall remain subject to the provisions of this Agreement and (ii) such Majority Shareholder Permitted Transferee shall agree in writing to be bound by the provisions of this Agreement. Prior to such time as any Majority Shareholder Permitted Transferee holding any Shares shall cease to be a Wholly Owned Subsidiary of a Majority Shareholder, such Majority Shareholder Permitted Transferee shall Transfer all Shares then owned by it to the Majority Shareholders or to another Majority Shareholder Permitted Transferee.

4.2. Corporate reorganization of Freire One, Freire Two and Los Aromos.

(a) Freire One, Freire Two and Los Aromos declare that (i) it is the purpose of the four current beneficial owners of each of Freire One and Freire Two to perform a corporate restructuring on each of said corporations, whereby four new corporations will be spun-off from each of Freire One and Freire Two and all of the shares issued by Andina owned by Freire One and Freire Two will be allocated among those four new corporations. As a consequence of this corporate reorganization, each of the current four beneficial owners of Freire One and Freire Two will be separately owners of Andina stock; and (ii) it is the purpose of the current partners of Los Aromos to perform a corporate restructuring on said company, whereby five new corporations will be spun-off from Los Aromos and all of the shares issued by Andina owned by Los Aromos will be allocated among those five new companies, except for the amount of up to 2,987,731 Shares, which may be transferred or allocated as provided in letter (d) below. As a consequence of this corporate reorganization, each of the current partners of Los Aromos will be separately owners of Andina stock.

(b) Consequently, the Shareholders agree that Freire One, Freire Two and Los Aromos will be entitled to perform the corporate reorganizations and to allocate the shares issued by Andina in the new corporations and companies resulting from such reorganization as described in letter (a) above, provided, however, that (i) the corporate reorganizations and allocation of shares of capital stock of Andina is performed no later than December 31<sup>st</sup>, 2012; (ii) the new corporations and companies resulting from such reorganization remain exclusively and solely beneficially owned directly or indirectly by Majority Shareholders Partners;

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(iii) on the same date and simultaneously with the performance of the corporate reorganization and allocation, each of the corporations and companies resulting from such reorganization agrees to be bound by the terms of this Agreement by signing an adherence letter in the form attached to this Agreement as Exhibit 4.2(b); and (iv) the undertakings of the Majority Shareholders Partners set forth in Section 5.7 of this Agreement shall subsist regarding the relevant corporations and companies resulting from such reorganization.

(c) For the avoidance of doubt, it is hereby expressly stated that upon the performance of the corporate reorganization of Freire One, Freire Two and Los Aromos, each of the corporations and companies resulting from such reorganization holding Shares will be jointly deemed to be a Majority Shareholder and members as applicable of the Freire One Group, Freire Two Group and Aromos Group, and will have the same rights and obligations that Freire One, Freire Two and Los Aromos currently have under this Agreement, respectively.

(d) It is further agreed that until no later than December 31<sup>st</sup>, 2012, Los Aromos will be entitled to freely transfer or allocate up to 2,987,731 Shares. Upon such transfer or allocation, the Shares transferred or allocated shall cease to be subject to the provisions of this Agreement.

4.3. Right of First Refusal.

(a) Except as set forth in Section 4.1(b), 4.1(c) or 4.3(e) of this Agreement, if any Shareholder (the "Transferring Shareholder") receives a Bona Fide Offer from a third party to sell all or any portion of the Shares held by the Transferring Shareholder (the "Offered Shares") in a transaction not subject to Section 4.4 hereof, then the Transferring Shareholder shall give notice (the "Notice") of such Bona Fide Offer to purchase the Offered Shares to the other Shareholders (the "Non-Transferring Shareholders"). Such Notice shall contain a copy of the third party's offer and set forth in reasonable detail the terms of the proposed purchase, including: (i) the number of Shares proposed to be Transferred, (ii) the name and address of the proposed purchaser, (iii) the proposed amount and type of consideration, and terms and conditions of payment for such Shares and (iv) that the proposed purchaser has been informed of the rights provided to the Shareholders in this Section 4.3. No Transfer may be made hereunder for a consideration other than cash.

(b) Upon receipt of the Notice, the Non-Transferring Shareholders shall have the right, for a period of 60 days following the date such Notice is received (or if the KO Shareholders are the Non-Transferring Shareholders, until 15 days after the first meeting of the KO Board of Directors which is held at least 30 days after the date on which the KO Shareholders receive the Notice) (as the case may be, the "Refusal Election Period"), to notify the Transferring Shareholders in writing of the election to purchase all (but not less than all) of the Offered Shares on the terms and conditions set forth in the Notice, with a copy of such election notice to Andina.

(c) If the Non-Transferring Shareholders timely notify the Transferring Shareholder in writing of the election to exercise the right to purchase all (but not less than all) of the Offered Shares, the purchase, sale and Transfer of the Offered Shares shall take place on a date fixed by the Non-Transferring Shareholders which must be a date within 60 days after the receipt of the Notice. The closing of such purchase shall be affected in accordance with Section 4.5.

(d) If the Non-Transferring Shareholders fail to timely notify the Transferring Shareholder in writing of the election to exercise the right to purchase all (but not less than all) of the Offered Shares within the Refusal Election Period or, following notification, the Non-Transferring Shareholders shall fail to consummate the purchase of the Offered Shares within the time period set forth in paragraph (c) above (other than a failure to consummate a sale of the Offered Shares which results from the inability or failure of the Transferring Shareholders to transfer good and marketable title to such Offered Shares, a breach by the

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Transferring Shareholder of this Agreement or otherwise due to circumstances not reasonably within the control of the Non-Transferring Shareholder), then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the Refusal Election Period (or after the earlier waiver by the Non-Transferring Shareholders of the right to purchase), to transfer the Offered Shares to the third party who made the Bona Fide Offer on terms not less favorable to the Transferring Shareholder than the price per share and the other terms and conditions stated in the Bona Fide Offer. If the Transferring Shareholder fails to consummate the transfer of the Offered Shares prior to the expiration of such 90-day period (or earlier period as set forth immediately above), then prior to any subsequent Transfer of any Shares owned by the Transferring Shareholder, the Transferring Shareholder must comply with the terms of this Agreement and the restrictions on transfer shall again be applicable with respect thereto.

(e) The provisions of this Section 4.3 shall not apply with respect to (i) Transfers of Shares by any KO Shareholder in accordance with the provisions of Sections 4.1(b) or 5.1 of this Agreement, or (ii) Transfer of Shares by the Majority Shareholders in accordance with the provisions of Section 4.1(c) of this Agreement.

(f) For purposes of this Section 4.3, (i) if the Transferring Shareholder is a Majority Shareholder, the term Non-Transferring Shareholders shall be deemed to include only the KO Shareholders and (ii) if the Transferring Shareholder is a KO Shareholder, the term Non-Transferring Shareholders shall be deemed to include only the Majority Shareholders.

#### 4.4. Right of First Offer.

(a) Except as set forth in Section 4.1(b), 4.1(c) or 4.4(f), if a Shareholder proposes to Transfer all or any portion of its Shares (the “Publicly Offered Shares”) in a Public Offering or in Brokers Transactions, then such Transferring Shareholder shall give notice (the “Public Sale Notice”) of such intention to Transfer the Publicly Offered Shares to the Non-Transferring Shareholders. Such Public Sale Notice shall set forth: (i) the number of Publicly Offered Shares proposed to be transferred; (ii) the price per Share determined in good faith by the Transferring Shareholder on the date of the Public Sale Notice (the “First Offer Price”), (iii) the planned date of such Transfer, and (iv) any other material proposed terms of the Transfer.

(b) Upon receipt of the Public Sale Notice, the Non-Transferring Shareholders shall have the right, for a period of 60 days following the date such Public Sale Notice is received (or if the KO Shareholders are the Non-Transferring Shareholders, until 15 days after the first meeting of the KO Board of Directors which is held at least 30 days after the date on which the KO Shareholders receive the Public Sale Notice), to notify the Transferring Shareholder of the election to purchase the Publicly Offered Shares at the First Offer Price (the “First Notice Period”). The Public Sale Notice shall constitute an offer to the Non-Transferring Shareholders, which shall be irrevocable during the First Notice Period, to sell to the Non-Transferring Shareholders the Publicly Offered Shares upon the terms provided in this Section 4.4 and the Public Sale Notice.

(c) If the Non-Transferring Shareholders timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares, the purchase, sale and transfer of the Publicly Offered Shares shall take place on a date fixed by the Non-Transferring Shareholders which must be a date within 60 days after the delivery of the election to purchase such Publicly Offered Shares. The closing of such purchase shall be effected in accordance with Section 4.5.

(d) If the Non-Transferring Shareholders fail to timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares within the First Notice Period, or if, following notification, the Non-Transferring Shareholders shall fail to consummate the purchase of the

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Publicly Offered Shares within the time period set forth in paragraph (c) above (other than a failure to consummate a sale of the Publicly Offered Shares which results from the inability or failure of the Transferring Shareholder to transfer good and marketable title to such Publicly Offered Shares, a breach by the Transferring Shareholder of this Agreement or otherwise due to circumstances not reasonably within the control of the Non-Transferring Shareholders), then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the First Notice Period (or after the earlier waiver by the Non-Transferring Shareholders of the right to purchase), to Transfer the Publicly Offered Shares at a price not less than 90 percent of the First Offer Price (x) in a Public Offering, subject to Section 4.4(e) or (y) in Brokers Transactions. If the Transferring Shareholder fails to consummate the transfer of the Publicly Offered Shares prior to the expiration of such 90-day period (or earlier period as set forth immediately above) then prior to any subsequent Transfer of any portion of the Transferring Shareholder's Shares, the Transferring Shareholder must comply with the terms of this Agreement and the restrictions on transfer shall again be applicable with respect thereto.

(e) If the Transferring Shareholder proposes to Transfer Shares in a Public Offering, as near as reasonably practicable to the date of Transfer the Transferring Shareholder shall give notice to the Non-Transferring Shareholders (the "Second Offer") to sell to the Non-Transferring Shareholders the Publicly Offered Shares at the price per share indicated in good faith and in writing by the lead underwriter or purchaser of such Shares as the estimated offering price therefor (the "Second Offer Price"), provided, however, that no Second Offer need be made if the Second Offer Price would be more than 90 percent of the First Offer Price. Upon receipt of the Second Offer, the Non-Transferring Shareholders shall have the right, for a period of 24 hours (the "Second Offer Period"), to notify the Transferring Shareholder of the election to accept the Second Offer. If the Non-Transferring Shareholders timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares, the purchase, sale and transfer of the Publicly Offered Shares shall take place on a date fixed by the Non-Transferring Shareholders which must be a date within 60 days after the receipt of the Second Offer. The closing of such purchase shall be effected in accordance with Section 4.5. If the Non-Transferring Shareholders fail to timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares within the Second Notice Period, or if, following notification, the Non-Transferring Shareholders shall fail to consummate the purchase of the Publicly Offered Shares within the time period set forth in this paragraph (e) (other than a failure to consummate a sale of the Publicly Offered Shares which results from the inability or failure of the Transferring Shareholder to transfer good and marketable title to such Publicly Offered Shares, a breach by the Transferring Shareholder of this Agreement or otherwise due to circumstances not reasonably within the control of the Non-Transferring Shareholders), then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the Second Notice Period (or after the earlier waiver by the Non-Transferring Shareholder of the right to purchase), to Transfer the Publicly Offered Shares in a Public Offering. If the Transferring Shareholder fails to consummate the transfer of the Publicly Offered Shares prior to the expiration of such 90-day period (or earlier period as set forth immediately above), then prior to any subsequent Transfer of any Shares, the Transferring Shareholder must comply with the terms of this Agreement and the restrictions on transfer shall again be applicable with respect thereto.

(f) The provisions of this Section 4.4 shall not apply with respect to (i) Transfer of Shares by any KO Shareholder in accordance with the provisions of Section 4.1(b) or 5.1 of this Agreement, or (ii) Transfer of Shares by the Majority Shareholders in accordance with the provisions of Section 4.1(c) of this Agreement.

(g) For purposes of this Section 4.4, (i) if the Transferring Shareholder is a Majority Shareholder, the term Non-Transferring Shareholders shall be deemed to include only the KO Shareholders and (ii) if the Transferring Shareholder is a KO Shareholder, the term Non-Transferring Shareholders shall be deemed to include only the Majority Shareholder.

4.5. Closing Purchase. At the closing of any purchase and sale of Shares by the Shareholders pursuant to

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this Article 4, (i) the Transferring Shareholder shall Transfer to the Non-Transferring Shareholders the certificates or other documents evidencing the Shares being purchased, together with such duly executed assignments separate from such certificates and other documents or instruments reasonably required by counsel for the Non-Transferring Shareholders to consummate such purchase, and (ii) the Non-Transferring Shareholders shall pay the purchase price in cash. In addition, at the closing of such purchase and sale, (x) the Transferring Shareholder shall deliver to the Non-Transferring Shareholders an executed, written representation, in form and substance reasonable satisfactory to legal counsel for the Non-Transferring Shareholders, that the Transferring Shareholder owns the shares of capital stock of Andina free and clear of all liens and encumbrances and that upon the delivery of such shares of capital stock of Andina, the Non-Transferring Shareholders shall be vested with all of the Transferring Shareholder's right, title and interest in such shares of capital stock of Andina and (y) the Non-Transferring Shareholders shall deliver to the Transferring Shareholder such investment representations as may be reasonably requested for securities law purposes.

**ARTICLE 5**  
**COVENANTS; REPRESENTATIONS**

5.1. Put Right.

(a) Upon the occurrence of a Put Event, the KO Shareholders shall have the right (a "Put Right") to require the Majority Shareholders to purchase all, but not less than all, of the shares of Andina stock owned by them (except as provided in the next sentence) at the Put Price (calculated on a per share basis) as determined in Section 5.1(b). For purposes of this Section 5.1, the Shareholders agree that the shares of Andina stock subject to the Put Right shall include only the Shares currently owned by the KO Shareholders and any additional shares of Andina capital stock acquired by the KO Shareholders through the exercise of their preemptive rights. The KO Shareholders shall give written notice to the Majority Shareholders of their intention to exercise their Put Right within 15 days after the date of the first meeting of the KO Board of Directors which is held at least 30 days after the date upon which the KO Shareholders receive written notice of the determination of the Put Price pursuant to Section 5.1(b).

(b) Upon the occurrence of a Put Event, at the request of the KO Shareholders, the parties shall cause the Put Price to be determined as follows:

(i) If the shares to be purchased by the Majority Shareholders pursuant to the Put Right are shares of Series A Stock, the Put Price for such shares shall be mutually agreed upon by the KO Shareholders and the Majority Shareholders or, if the KO Shareholders and the Majority Shareholders are unable to agree within thirty days after the request by the KO Shareholders for the determination of the Put Price, the Majority Shareholders, on the one hand, and the KO Shareholders, on the other hand, shall each choose an internationally recognized investment banking firm with experience in the analysis of soft drink businesses, and each of those two firms within 60 days from the date of their engagement shall prepare an appraisal setting forth its determination of the Put Price. If such two firms do not agree on the Put Price and following such determination the KO Shareholders and the Majority Shareholders continue to be unable to agree upon the Put Price within ten days from the expiration of such 60-day term, the two firms shall, in good faith, select a third investment banking firm, which third firm shall be an internationally recognized firm with experience in the analysis of soft drink businesses. The third investment banking firm so selected shall within forty-five days from the date of its engagement prepare an appraisal setting forth its determination of the Put Price, which determination shall be final and binding to the parties. The cost of such investment

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banking firm(s) shall be borne equally by the KO Shareholders, on the one hand, and the Majority Shareholders, on the other. The KO Shareholders and the Majority Shareholders shall cooperate fully in selecting investment bankers and shall cooperate fully in their determination of the Put Price. If a party fails to select an investment banker or fails to cooperate with such banker as described herein, in either case, within ten days of receipt of a notice specifying such failure to cooperate from the other party or parties, the other party or parties shall, in good faith, cooperate with the investment banker already retained under the terms of this provision or, if not yet retained, select an investment banking firm of its sole discretion, to make a determination of the Put Price, which determination shall be final and binding on the parties. The parties shall instruct the investment banking firm so retained to deliver its written opinion as to the Put Price to the parties within thirty days following the selection of such banker. The Put Price of the shares of Series A Stock shall be the price that a holder of shares of Series A Stock would receive upon the sale of such shares in a transaction under market conditions between a willing seller and a willing buyer as of the date of the request by the KO Shareholders that the Put Price be determined.

(ii) If the Shares to be purchase by the Majority Shareholders pursuant to the Put Right are shares of Series B Stock, the Put Price shall be the Market Value of such shares of Series B Stock.

(c) If the KO Shareholders shall for purposes of this Agreement consent in writing to a Put Event, such prior written consent shall be deemed to be a waiver of their Put Right for purposes of the transaction as to which written consent has been given; provided, however, that such written consent shall not be deemed to be a waiver of their Put Right for purposes of any other transaction which might be deemed to constitute a Put Event.

5.2. Amended Option and Custody Agreement.

(a) On September 5, 1996, Freire One, Freire Two, TCCC, Interamerican, Coca-Cola de Argentina S.A. (currently named SPBR), Citibank, N.A. and Andina, entered into a Stock Purchase Option Agreement and Custody Agreement, as amended on December 17, 1996, pursuant to which Freire One and Freire Two agreed to provide TCCC, Interamerican and Coca-Cola de Argentina S.A. (currently named SPBR) with a call right relating to Shares held by Freire One and Freire Two and agreed to certain restrictions regarding the transfer of Shares held by Freire One and Freire. In consideration of the execution and delivery by the parties of this Agreement (including the provisions set forth in Article 4 of this Agreement), the parties agree that on the date the Merger becomes effective and concurrently with the execution of the Merger Effectiveness Deed (but in no event later than August 31, 2012) the parties will execute and enter into an amendment to the Stock Purchase Option Agreement and Custody Agreement (the "Amended Option and Custody Agreement") in substantially the form of Exhibit 5.2, pursuant to which the Majority Shareholders will agree to provide the KO Shareholders with a call right relating to Shares held by the Majority Shareholders and agree to certain restrictions regarding the transfer of Shares held by the Majority Shareholders. For the avoidance of doubt, the Stock Purchase Option Agreement shall continue to be binding among the parties thereto until the Amended Option and Custody Agreement becomes effective.

(b) At least ninety days prior to taking any action with respect to any of the following matters (a "Fundamental Transaction"), the Majority Shareholders and the Majority Shareholders Partners will provide the KO Shareholders with written notice of the intent to take such action:

- (i) the sale of all or substantially all of the assets of Andina;
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- (ii) any reorganization, merger, consolidation, share exchange or business combination involving Andina;
- (iii) any change in the direct or indirect ownership of the outstanding voting power or equity interests of any of the Majority Shareholders as a result of which the Majority Shareholders Partner Group owns collectively less than 75% of the outstanding voting power or less than 75% the outstanding equity interests of any of the Majority Shareholders;
- (iv) any change in the direct or indirect ownership of the outstanding voting power or equity interests of Andina as a result of which the Majority Shareholders own in the aggregate less than 50.1% of the outstanding voting power of Andina or less than 25% of the outstanding equity interests of Andina; or
- (v) a stock split, subdivision, stock dividend, extraordinary dividend or dividends or other reclassification, consolidation or combination of Andina's voting securities or any similar action or transaction.

(c) From the date of any request by the KO Shareholders to initiate the Option Exercise Period (as defined in the Amended Option and Custody Agreement) until the closing of the purchase of the Option Shares (as defined in the Amended Option and Custody Agreement) by the KO Shareholders, the Majority Shareholders agree that they (x) will not take, and will not vote their shares of Andina stock in favor of, any action with respect to any Fundamental Transaction and (y) will cause Andina to carry on its business in the ordinary course.

5.3. Preemptive Rights. The KO Shareholders reserve their rights, to the full extent permitted under applicable Chilean laws and regulations, to maintain their pro rata share ownership of Series A Stock, Series B Stock or other capital stock through the exercise of preemptive rights. If Andina issues additional shares of capital stock to existing shareholders in a preemptive rights offering (a “Preemptive Rights Offering”), the Majority Shareholders agree that they will not vote the Majority Shareholder Shares in favor of, or permit, the setting of a price for any shares of capital stock which may be offered to third parties (even if such shares are to be acquired in a transfer on a stock exchange) which is lower than the price at which shares of capital stock were offered to the KO Shareholders in the Preemptive Rights Offering without the prior written consent of the KO Shareholders.

5.4. Provision of Certain Information. The Majority Shareholders agree to cause Andina to provide the KO Shareholders with the following:

(a) such information and calculations as to permit each of them to meet its planning, accounting, tax and regulatory requirements (including the U.S. Foreign Corrupt Practices Act, if applicable, and any similar Chilean laws), and shall conduct its affairs in such manner as to permit each of them to comply with such laws, it being understood that, except to the extent required to comply with such laws, Andina will not be required to change its existing accounting practices;

(b) monthly unaudited USD and CLP consolidated and by operation financial statements (including net revenues, cost of goods sold, operational expenses, operating income, cash operating profit, other non-operational expenses and income, net income and unit cases) prepared in accordance with Chilean international financial reporting standards (“IFRS”), consistently applied, and reconciled to U.S. generally accepted accounting principles, as soon as practicable but not later than 30 days after the end of each quarter;

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(c) monthly physical and unit case sales each categorized into KO and non-KO brands as soon as practicable but not later than 30 days after the end of each quarter;

(d) annual USD and CLP audited consolidated and by operation financial statements prepared in accordance with IFRS, consistently applied, and reconciled to U.S. generally accepted accounting principles, as soon as practicable but not later than 50 days after the end of each fiscal year;

(e) for Andina and each of its subsidiaries, annual CLP audited financial statements prepared in accordance with IFRS, consistently applied, and reconciled to U.S. generally accepted accounting principles, as soon as practicable but not later than 50 days after the end of each fiscal year;

(f) copies of the annual tax returns as filed for Andina and each of its subsidiaries as soon as practicable but not later than 120 days after the end of each fiscal year;

(g) USD and CLP budget (including net revenues, cost of goods sold, operational expenses, operating income, cash operating profit, other non-operational expenses and income, net income and unit cases) on a consolidated and by operation basis by month for the next fiscal year prepared in accordance with IFRS, consistently applied, and reconciled to U.S. generally accepted accounting principles, on a preliminary basis in October of each year and finalized in December of each year;

(h) USD and CLP budget (including net revenues, cost of goods sold, operational expenses, operating income, cash operating profit, other non-operational expenses and income, net income and unit cases) on a consolidated basis and by operation by year for the next three fiscal years prepared in accordance with IFRS, consistently applied, in May of each year;

(i) the actual and budgeted information set forth in Exhibit 5.4(i) in accordance with KO's regular submission schedule regarding such information (with no more than a one-month submission lag);

(j) the information set forth in Exhibit 5.4(j) in accordance with KO's regular submission schedule; and

(j) information on impairment tests for intangibles of indefinite life, as may be requested by KO from time to time.

The Majority Shareholders agree to cause Andina to cooperate in providing to the KO Shareholders on a timely basis such information as they may reasonably request in order to permit the KO Shareholders to reconcile to U.S. generally accepted accounting principles any amounts described above which are prepared in accordance with IFRS.

5.5. Representations and Warranties. Each party hereto represents and warrants to each other party hereto as follows:

(a) Such party has all requisite power and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the performance by such party of its obligations hereunder have been duly authorized by all necessary action on behalf of such party. This Agreement has been duly executed and delivered by such party and constitutes the legal, valid and binding obligations of such party enforceable against such party in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by such party will not

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result in (i) any conflict with the articles of incorporation, bylaws or other organization documents or trust agreement (in each case, if applicable) of such party, (ii) any breach or violation of or default by such party under any statute, law, rule or regulation of any governmental authority, or any judgment, decree, order or any mortgage, deed of trust, indenture, agreement or other instrument to which such party is a party or by which any of its assets may be bound, or (iii) except as contemplated hereby, the creation or imposition of any lien or encumbrance on any of such party's assets or properties or any restriction on the ability of such party to consummate the transactions contemplated by this Agreement.

- 5.6. Liability of the Majority Shareholders. The Majority Shareholders agree and undertake for the benefit of the KO Shareholders that under this Agreement they shall be deemed to be a single party and that therefore the fulfillment of their obligations under this Agreement is indivisible, being jointly and severally liable for the breach of such obligations. The KO Shareholders hereby accept the joint and several liability of the Majority Shareholders.
- 5.7. Undertakings of the Majority Shareholders Partners. Each Majority Shareholders Partner executes this Agreement to provide for an *intuito personae* contractual relationship with the KO Shareholders, and further agrees and undertakes for the benefit of the KO Shareholders that they will (i) cause the respective Majority Shareholders legal entity, as applicable, to comply and perform with their obligations under this Agreement, and (ii) give the prior notice indicated in Section 5.2(b).

## **ARTICLE 6**

### **MISCELLANEOUS**

- 6.1. Effect of Reorganization, Etc. The purchase price per Share and similar provisions in this Agreement shall be equitably adjusted to reflect any stock split, subdivision, stock dividend, extraordinary dividend or dividends or other reclassification, consolidation or a combination of Andina's voting securities or any similar action or transaction which occurs after the date of this Agreement.
- 6.2. Entire Agreement; Amendment. This Agreement and the Amended Option and Custody Agreement contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and negotiations and oral understandings relating to the subject matter hereof; provided that this provision is not intended to abrogate any other written agreement between the parties executed contemporaneously with or after this agreement; and provided further that neither this Agreement nor the Amended Option and Custody Agreement is intended to amend or modify any of the terms or provisions of any of the bottlers' agreements between KO and Andina or any of the subsidiaries of Andina. In the event of any conflict or inconsistency between the terms of this Agreement or the Amended Option and Custody Agreement with the terms of any such bottlers' agreements with respect to the subject matter governed by such bottlers' agreements, the terms of such bottlers' agreement shall control. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto.
- 6.3. Successors and Assignees. This Agreement and the rights of a party hereunder may not be assigned, and the obligations of a party hereunder may not be delegated, in whole or in part, without the prior written consent of all other parties hereto, except that the rights and obligations of the KO Shareholders may be assigned or delegated to KO or to any subsidiary of KO, provided that such assignment shall not relieve the assignor of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
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- 6.4. Specific Performance. The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to equitable relief, including in the form of injunctions, in order to enforce specifically the provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity.
- 6.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.
- 6.6. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the interpretation hereof.
- 6.7. Modification and Waiver. Any rights arising under this Agreement may be waived in writing by the party holding the same. No waiver of any right arising under this Agreement shall be deemed to or shall constitute a waiver of any other right hereunder (whether or not similar).
- 6.8. Notices. Any notice, request, instruction or other document to be given hereunder by any party hereto to any other party hereto shall be in writing and delivered personally or by e-mail evidenced by electronic proof of transmission or sent by registered or certified mail or by any express mail service, postage and fees prepaid:

If to Andina: Av. El Golf 40, floor 4, Las Condes, Santiago, Chile  
Attention: General Counsel  
(currently Jaime Cohen Arancibia)  
E-mail: [jcohen@koandina.com](mailto:jcohen@koandina.com)

With a copy to: Av. El Golf 40, floor 20, Las Condes, Santiago, Chile  
Attention: Juan Francisco Gutiérrez Irrázaval  
E-mail: [jfgutierrez@philippi.cl](mailto:jfgutierrez@philippi.cl)

If to any of the  
KO Shareholders: Coca-Cola Latin America  
Rubén Darío #115  
Col. Bosque de Chapultepec  
México, D.F., C.P. 11580  
Mexico  
Attention: President Latin America Group  
(currently Mr. José Octavio Reyes L.)  
E-mail: [joreyes@coca-cola.com](mailto:joreyes@coca-cola.com)

With a copy to: Coca-Cola Latin America  
Rubén Darío #115  
Col. Bosque de Chapultepec  
México, D.F., C.P. 11580  
Mexico  
Attention: General Counsel Latin America Group  
(currently Mr. Rodrigo W. Caracas)  
E-mail: [rcaracas@coca-cola.com](mailto:rcaracas@coca-cola.com)

And to:

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Av. Andrés Bello 2711, floor 19,  
Las Condes, Santiago, Chile  
Attention: Francisco Javier Illanes Munizaga  
E-mail: [fjillanes@cariola.cl](mailto:fjillanes@cariola.cl)

If to the Majority

Shareholders: Av. El Golf 99, floor 9, Las Condes, Santiago, Chile  
Attention: Madeline Hurtado Berger, Pamela Hurtado Berger, Cristián Alliende Arriagada and Arturo Majlis Abala  
E-mail: [amajlis@grasty.cl](mailto:amajlis@grasty.cl)

Av. El Golf 99, suite 801, Las Condes, Santiago, Chile  
Attention: José Antonio Garcés Silva (senior) and José Antonio Garcés Silva (junior)  
E-mail: [josegarces@sanandres.cl](mailto:josegarces@sanandres.cl)

Av. Andrés Bello 2687, floor 20,  
Las Condes, Santiago, Chile  
Attention: José Said Saffie and Salvador Said Somavía  
E-mail: [ssaid@caburga.cl](mailto:ssaid@caburga.cl)

Av. El Golf 40, suite 804, Las Condes, Santiago, Chile  
Attention: Gonzalo Said Handal  
E-mail: [gsh@newport.cl](mailto:gsh@newport.cl)

With a copy to: Magdalena 140, 20th floor, Las Condes, Santiago Chile  
Attention: Arturo Majlis Albala  
E-mail: [amajlis@grasty.cl](mailto:amajlis@grasty.cl)

Av. El Golf 150, floor 18, Las Condes, Santiago, Chile  
Attention: Eugenio Guzman Espinosa  
E-mail: [eguzman@pgb.cl](mailto:eguzman@pgb.cl)

Glamis 3296, Las Condes, Santiago, Chile  
Attention: José Domingo Eluchans Urenda  
E-mail: [jdeu@idelpa.cl](mailto:jdeu@idelpa.cl)

Av. Apoquindo 3721, floor 14, Las Condes  
Attention: Felipe Larraín Tejada  
E-mail: [flarrain@claro.cl](mailto:flarrain@claro.cl)

And to:

Avenida Nueva Tajamar 481, Torre Sur, floor 4  
Attention: Eduardo Chadwick Claro  
E-mail: [edchadwick@errazuriz.cl](mailto:edchadwick@errazuriz.cl)

With a copy to: Bandera 206, floor 7, Santiago  
Attention: Alfredo Alcaíno de Esteve  
E-mail: [alcaínod@arys.cl](mailto:alcaínod@arys.cl)

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Or at such other address or number for a party as shall be specified by like notice. Any notice which is delivered personally or by e-mail or by mail in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party.

- 6.9. Legends. Upon the execution of this Agreement, the parties hereto shall cause each and every certificate representing Shares owned by each Shareholder to bear on its face in conspicuous type and in both the English and Spanish languages the following legends.

The shares represented by this certificate, including their Transfer and any arrangements or agreements with respect to their voting, are subject to the terms and conditions of Andina's *Estatutos Sociales* and that certain Amended and Restated Shareholder's Agreement dated as of 25 of June, 2012 by and among certain shareholders of Andina, a copy of which is on file at the main office of Andina. Any sale, assignment, transfer, gift, pledge, encumbrance, or other disposition and any arrangement or agreement with respect to the voting of the shares represented by this certificate not in conformity with said *Estatutos Sociales* and the Amended and Restated Shareholders' Agreement shall, to the full extent permitted under applicable Chilean laws or regulations, be invalid.

If such legends cannot be practically placed on the face of such certificate, such legends shall be set out in conspicuous type on the back of the certificate, and notice thereof shall be given in conspicuous type on the front. The parties hereto agree that each and every certificate representing shares of capital stock of Andina issued hereafter to each Shareholder or acquired by a Shareholder shall be subject to this Agreement and the stock certificates representing such shares shall have endorsed thereon the above legends. The parties agree to file a copy of this Agreement with Andina, that a notary public will carry out such filing and that Andina may be required by any KO Shareholder to make annotations in the shareholders' registry of Andina regarding this Agreement and the restrictions imposed by shares owned by the Shareholders.

- 6.10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.
- 6.11. Construction. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental authority by reason of such party's having or being deemed to have structured or drafted such provision.
- 6.12. No Third-Party Beneficiaries. Except as otherwise specifically provided in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties hereto any rights or remedies.
- 6.13. Consent \_\_\_\_\_ to  
Jurisdiction.

(a) Each of the parties hereby irrevocable consents and agrees that any action, suit or proceeding arising in connection with any disagreement, dispute, controversy or claim arising out of or relating to this Agreement (for purposes of this Section a "Legal Dispute") may be brought to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York, New York, United States of America or, in the event (by only in the event) such court does not have subject matter jurisdiction over such action, suit or proceeding, in the courts of the State of New York sitting in the City of New York, New York, United States of America.

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(b) Each of parties hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding referred to in Section 6.13(a), that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such court or that its property is exempt or immune from execution, that the action, suit or proceeding is brought in an inconvenient forum or that the venue of the action, suit or proceeding is improper. The Majority Shareholders hereby irrevocably appoint CT Corporation System (the “Agent for Service”) as its agent to receive on its behalf service of copies of the summons and complaint and any other process which may be served in any such action, suit or proceeding. Such service may be made by mailing or delivering a copy of such process to such Person in case of the Agent for Service at the address of the Agent for Service in the State of New York, United State of America, and the Majority Shareholders hereby irrevocably authorize and direct the Agent for Service to accept such service on its behalf.

(c) Each party hereto agrees that a final judgment in any legal action, suit or proceeding described in this Section 6.13 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- 6.14. Translations. This Agreement has been executed, and all amendments, supplements, modifications or replacements hereto shall be made, in the English language. This Agreement may be translated into the Spanish language for convenience of one or more of the parties hereto, provided that in case of discrepancies the English version shall prevail in all cases.
- 6.15. Other Restrictions. The provisions of this Agreement shall be in addition to and not in lieu of any and all restrictions on the Transfer of the shares of capital stock of Andina which arise from applicable laws and any other restrictions on Transfers agreed to by or among the parties hereto.
- 6.16. “Including”. Words of inclusion shall not be construed as terms of limitation herein, so that references to “included” matters shall be regarded as non-exclusive, non-characterizing illustrations.
- 6.17. References. Whenever reference is made in this Agreement to any Article or Section, such reference shall be deemed to apply to the specified Article or Section of this Agreement.
- 6.18. Severability. The invalidity or unenforceability of any provision hereof in any jurisdiction will not affect the validity or enforceability of the remainder hereof in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction. To the extent permitted by applicable law, each party waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible.

*[Remainder of this page intentionally left blank]*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

THE COCA-COLA COMPANY

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

COCA-COLA INTERAMERICAN CORPORATION

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

SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES SRL

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

COCA-COLA DE CHILE S.A.

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

By: /s/ Sylvia Chamorro  
Name: Sylvia Chamorro  
Title: Attorney

EMBOTELLADORA ANDINA S.A.

By: /s/ Gonzalo Said  
Name: Gonzalo Said  
Title: Member of the Board

By: /s/ Miguel Angel Peirano  
Name: Miguel Angel Peirano  
Title: Executive Vice President

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INVERSIONES FREIRE S.A.

By: /s/ Jose Antonio Garces Silva  
Name: Jose Antonio Garces Silva  
Title: Attorney-in-Fact

By: /s/ Jose Said Saffie  
Name: Jose Said Saffie  
Title: Attorney-in-Fact

INVERSIONES FREIRE DOS S.A.

By: /s/ Jose Antonio Garces Silva  
Name: Jose Antonio Garces Silva  
Title: Attorney-in-Fact

By: /s/ Jose Said Saffie  
Name: Jose Said Saffie  
Title: Attorney-in-Fact

/s/ José Said Saffie  
JOSÉ SAID SAFFIE

/s/ José Antonio Garcés Silva (Senior)  
JOSÉ ANTONIO GARCÉS SILVA (SENIOR)

/s/ Gonzalo Said Handal  
GONZALO SAID HANDAL

/s/ Alberto Hurtado Fuenzalida  
ALBERTO HURTADO FUENZALIDA

INVERSIONES LOS AROMOS LIMITADA

By: /s/ Eduardo Chadwick  
Name: Eduardo Chadwick  
Title: Attorney

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By: /s/ Andres Herrera  
Name: Andres Herrera  
Title: Attorney

/s/ Patricia Claro Marchant  
PATRICIA CLARO MARCHANT

/s/ Maria Soledad Chadwick Claro  
MARÍA SOLEDAD CHADWICK CLARO

/s/ Eduardo Chadwick Claro  
EDUARDO CHADWICK CLARO

/s/ Maria Carolina Chadwick Claro  
MARÍA CAROLINA CHADWICK CLARO

/s/ Maria de la Luz Chadwick Hurtado  
MARÍA DE LA LUZ CHADWICK HURTADO

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**Annex I**  
**Majority Shareholders Partners**

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



EDUARDO AVELLO CONCHA  
NOTARY PUBLIC  
Orrego Luco 0153 - Phone 334 1854  
Providencia  
[acoronas@nivel5.cl](mailto:acoronas@nivel5.cl)

PROTOCOL No.: 21.044-2010

**MINUTES**  
**MEETING OF THE BOARD OF DIRECTORS**  
**COCA-COLA DE CHILE S.A.**

In Santiago de Chile, on November 10, 2010, before me, **EDUARDO AVELLO CONCHA**, Lawyer, Notary Public, Notary's Office Number Twenty Seven of Santiago, located at Orrego Luco 0153, Providencia, there appears Ms. **CONSTANZA PÍA KNAKAL VILLARROEL**, Chilean, single, lawyer, bearer of National Identity Card 15,638,837-8, domiciled at Avenida Presidente Kennedy 5757, 12<sup>th</sup> Floor, Las Condes, Metropolitan Region, Santiago, who is of legal age as evidenced by the above mentioned identity card and states: That being duly authorized, she comes to register as a notarized document the minutes that appear in the corporate minute book and she declares that such minutes have been signed by the following persons: Gonzalo Alberto Iglesias González, Alejandro Lientur del Basto Hevia. The minutes state as follows: "**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF COCA-COLA DE CHILE S.A.** In Santiago, on November 8, 2010, at 3:00 pm, at the main office of the corporation located at Av. Kennedy 5757, 12<sup>th</sup> Floor, Comuna de Las Condes, a special meeting of the Board of Directors of "COCA-COLA DE CHILE S.A." is held. I. ATTENDANCE. The directors of said company Messrs. Gonzalo Alberto Iglesias González and Alejandro Lientur Del Basto Hevia participate in such meeting. Mr. Gonzalo Alberto Iglesias González, in his capacity of general manager of the corporation serves as Secretary. Mr. Francisco Xavier Crespo Benítez is unable to attend such meeting. II. QUORUM. Mr. Del Basto calls the meeting to order since the majority of the members of the Board are present. III. POWERS OF ATTORNEY. Mr. Del Basto points out that, in view of the change of officers that has taken place in the corporation, it is appropriate to modify the proxies that represent the corporation who were appointed at the meeting of the Board of Coca-Cola de Chile S.A. held on July 15, 2009 and registered as a notarized document at the Notary's Office of Mr. Eduardo Avello Concha in Santiago on July 23, 2009, under No. 12.983-2009 of the protocol. For the sake of good order he suggests that the Board revokes the powers of attorney in force to date, which appear in the aforementioned notarized document, and that new powers of attorney be granted. In the light of the above considerations, the directors attending the meeting unanimously resolve as follows: **First:** To revoke and annul all the powers of attorney included in the notarized document issued on July 23, 2009, under No. 12.983-2009 of the protocol, which registered the Minutes of the Meeting of the Board of Directors of Coca-Cola de Chile S.A. held on July 15, 2009. **Second:** To replace them by the new powers of attorney that appear below, which grant the powers detailed in each case: **A) Power of Attorney granted to the Chairman and the General Manager** Without prejudice to the statutory powers granted to them by the corporate by-laws, the Chairman and the General Manager of the Corporation, acting either severally or indistinctly and appending their signature before the company name, will have the following powers, among others: **One.** To purchase, acquire, sell, transfer and exchange, for whatever purpose, all kind of property, either personal or real, tangible or intangible assets, including powers to enter into promissory agreements regarding such assets. To assign claims and accept accounts receivable. To rent, lease or let any type of personal and real property and rights, either in real property or credit rights. To assign all kinds of movable property, or convey in rem or personal rights. To make or accept gratuitous loans of all kinds of property, either personal or real. To lend and borrow money or cash loans, or in any other manner. To bail and accept bailment of any kind of goods. To make and accept pledges or mortgages of any kind of property, establish usufructs and easements, either active or passive and, in general, to constitute and accept any kind of liens

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and encumbrances. To make any kind of insurance agreements, either inland or marine or of whatever nature. **Two.** To enter into and terminate, under the conditions they deem appropriate, contracts of employment with employees of the company, being authorized to subscribe on behalf of the company any amendments to such contracts, arising from the application of legal rules or regulations in force or from any agreement mutually reached by the parties. To appoint, transfer, move, suspend, dismiss, terminate, remove and discharge from offices or appointments and in any other form terminate services, powers and functions of the employees or workers of the company, appoint replacements, fix and agree remunerations of the employees of the company, establish their duties and functions. In general, to issue, file and sign any type of documents in connection with labour and social security matters, withdraw, collect and receive from the National Health Fund, ISAPRES (Chilean privately operated health funds), Compensation and Social Security Funds and from any other institution, legal entity or person, either public or private, any amount of money for the payment of subsidies and/or family allowances, pay social security contributions as pertinent, signing any documents required to such end, and, in general, perform all kinds of acts in connection with labour matters, including any filings or statements that may be required before competent labour authorities. **Three.** To grant general or special powers of attorney, with or without the right to sub-delegate and including the powers they deem appropriate and to revoke such powers. **Four.** To create all kinds of corporations, either civil or commercial, contract associations or joint accounts, communities, agree on the terms and conditions thereof; agree and amend social contracts, make contributions for any amounts, resolve their dissolution, liquidation and removal of principal, hold positions in the board or management, attend on behalf of the company all kinds of meetings, sessions, assemblies and summons of any kind as well as shareholders' meetings, creditors' meetings, meetings of joint property owners or any other meeting deemed convenient for the corporate business, being them granted full voting powers to represent their principal. **Five.** To pick up any type of mail, either simple or registered, money orders or parcels, telegrams or cables and packages or goods of any type, including merchandise that belongs or is addressed to their principal, from the Customs office, the Post Office or from any other person or authority and take any necessary steps related to such end, issuing the corresponding receipts. **Six.** In any agreements or contracts to be entered into in connection with personal property and real estate, to agree on prices, time frames and any other terms and conditions they may deem appropriate and resolve, rescind, amend, discharge, terminate and annul acts and agreements; substitute by novation, assign, subrogate, compensate and pay and receive any kind of movable property in payment; grant reductions and extensions; grant deferrals, renewals; accept and reject them; issue receipts and releases and any pertinent discharges. **Seven.** To represent the corporation in all kinds of actions, claims, complaints and prosecution of a civil, criminal, administrative, contentious or voluntary nature and in any type of negotiations, with all the powers provided by law regarding the power of attorney for judicial matters, including the special powers established in Section Seven, paragraph two of the Code on Civil Procedure, i.e. to answer interrogatories, submit a matter to arbitration, grant arbitrators powers to act in said capacity in the arbitration procedure and/or award, settle any matter, lawsuit or business, voluntary abandon at first instance an action brought, admit the other side's claim, counterclaim, waive remedies or legal terms, hire the services of counsel, lawyers and other persons to carry out all corporate matters both in and out of court, granting them all the necessary powers, and to revoke or terminate such commissions and appointments; to approve and collect settlements. **Eight.** To file before the Internal Revenue Service, its area managers and revenue agents, the General Treasury of the Republic, the Chilean Securities and Insurance Commission and other competent authorities, tax returns, balance sheets and profit and loss accounts of the company that require their approval or review whenever necessary or appropriate, to order the publication thereof, being it understood that they are also authorized to make any pertinent clarification, comment, objection and claim. **Nine.** To enter into any type of agreements and contracts and perform any type of acts, including advertising, promotion and production agreements, with public or private institutions. To execute lease or tangible or intangible services agreements and works agreements in connection with goods or real estate. **Ten.** To delegate either

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partially or totally this power of attorney, establishing or not establishing terms and conditions, whenever they deem it appropriate, in any person they determine or as instructed by the company, being them authorized to grant delegates powers to sub-delegate; and to revoke delegations or sub-delegations u grant other delegations in parallel or simultaneously, and terminate any of them at any time**Eleven**. In general, to perform all kinds of acts and enter into all types of contracts as are necessary or deemed appropriate to ensure compliance with the business purpose. **B) Power of Attorney to Class A and Class B Attorneys-in-Fact:** Whenever two Class A Attorneys-in-Fact act jointly, or one Class A Attorney-in-Fact acts jointly with one Class B Attorney-in-Fact, they will have all the powers herein granted to the General Manager and the President of the Company, with the following exceptions: **One.** To purchase, acquire, sell, transfer, exchange and enter into agreements regarding real property, other than lease agreements. **Two.** To mortgage, pledge, encumber or constitute restrictions on corporate property, including easements and usufructs. **Three.** To form corporations, associations, societies, partnerships, foundations; to contract associations and joint accounts; to make or promise contributions thereto, acquire shares or stock in corporations; to represent the company at corporations or entities already incorporated. **C) Banking Powers of Attorney to Class C and Class D Attorneys-in-Fact:** Whenever any two Class C Attorneys-in-Fact act jointly, or whenever one Class C Attorney-in-Fact acts jointly with one Class D Attorney-in-Fact, they will have the following powers: **One:** To make all kinds of filings, requests or applications before any type of authorities, either Public or Private, State, Regional, Provincial or Municipal, Banco del Estado de Chile, commercial banks, Central Bank of Chile, the Foreign Investments Committee, the Customs office, as well as other governmental offices or departments and to perform all kinds of acts or enter into any type of contracts with them as they deem appropriate and necessary for the business of the company. **Two:** To charge and collect either in or out of court any amounts in money or in kind or goods owed or to be owed or that at any time may belong to the company, for whatever reason, as well as to pay and settle all liabilities of the company. **Three:** To make all kinds of foreign exchange transactions permitted or authorized by the Chilean legislation, perform all kinds of foreign trade transactions, imports and exports, submit and sign related records and applications, obtain credits or letters of credit, simple or revolving lines of credit, endorse and withdraw bills of landing, purchase and sell gold, either in coins or in bars; collect, pay and transfer funds and hire customs agents. **Four:** Execute bank account agreements, in connection with savings, deposit or credit accounts and deposit, withdraw and overdraw such accounts, pick up cheque books and approve bank account balances, collect any amount of money or receivable on behalf of the company, sign, write, accept, reaccept, subscribe, deposit, endorse, discount, warrant, negotiate, cash, protest and cancel cheques, promissory notes, bills of exchange or any other negotiable instruments; make deposits of any kind, demand deposits, time deposits, either fixed or indefinite and withdraw them, deposit and withdraw values and securities in custody or pledged as collateral; contract or lease safe deposit boxes and cancel them, take and cancel collaterals; enter into credit agreements of any kind; obtain credits or letters of credit, simple or revolving lines of credit, and in general make any type of banking operations authorized by the General Banks Act. **D) Powers of Attorney for Labour Matters:** Acting severally or indistinctly, any Attorney- in-Fact of those granted powers to represent the company in labour matters and appending his/her signature before the company name, may: enter into, amend, extend, terminate, dismiss, rescind contracts of employment with employees of the company. In general, issue, submit and sign any type of documents related to labour, social security and migratory matters, being authorized to withdraw, collect and receive from the National Health Fund, ISAPRES, Compensation and Social Security Funds and from any other institution, legal entity or person, either public or private, any amount of money for the payment of subsidies and/or family allowances, pay social security contributions as pertinent, signing any documents required to such end, and in general, perform all kinds of acts in connection with labour matters, including any filings or statements that may be required before any competent labour and social security authorities, as well as before the Ministries of the Interior and Foreign Affairs, in connection with work visas and migratory and residence matters of employees of the company. Attorneys-in-fact may also enter into lease agreements

of real estate for foreign employees hired to work in Chile and execute any other documents related to such lease agreements)**E) Power of Attorney for Judicial Matters:** Acting severally or indistinctly, any Attorney-in-Fact who has been granted powers to represent the company in judicial matters may: represent the company in all kinds of actions, claims, complaints and prosecution of a civil, criminal, administrative, contentious or voluntary nature and in any type of negotiations, with all the powers provided by law regarding the power of attorney for judicial matters, including the special powers established in Section Seven, paragraph two of the Code on Civil Procedure, i.e. to answer interrogatories, submit a matter to arbitration, grant arbitrators powers to act in said capacity in the arbitration procedure and/or award, settle any matter, lawsuit or business, voluntary abandon at first instance an action brought, admit the other side's claim, counterclaim, waive remedies or legal terms, approve and collect settlements. Additionally, attorneys-in-fact may appear before all the Courts of the country, for any type of negotiations and actions and to make statements and furnish evidence on behalf of the company; hire the services of counsel, lawyers and other persons to carry out all corporate matters both in and out of court, granting them any necessary powers, and revoke or terminate such commissions and appointments. Attorneys-in-fact for judicial matters shall not have powers to accept service of process of new complaints brought against the company. **F) Persons authorized to accept service of process.** Pursuant to the provisions of section forty two of the Corporate Regulations, the Board of Directors will appoint the person or persons who may legally represent the company in any service of process to the company, in the absence of the general manager. **Appointments:** Mr. Del Basto states that it is necessary to appoint the new attorneys-in-fact who will have powers to represent the company. To such end, the Board by the unanimous vote of the members present, decides to make the following appointments: **One) Chairman of the Board and General Manager:**Up to date, these positions are held up by Messrs. Francisco Xavier Crespo Benítez and Gonzalo Alberto Iglesias González, respectively, who will continue in office. **Two) Class A Attorneys-in-Fact:** The following Class A Attorneys-in-fact are appointed: Alejandro Lientur del Basto Hevia, Sylvia Lorena Chamorro Giné, Marcela Esquivel García, Juan Ignacio de Elizalde, Carlos Manuel Romero and Ernesto Escobar Chinchilla. **Three) Class B Attorneys-in-Fact:** The following Class B Attorneys-in-Fact are appointed: Sergio Roberto Hernández Tapia, Gerardo Alonso Artavia Rodríguez, Sergio Andrés Fernández Díaz, Francisco Javier Jeldres Fuentes and Rolando Cristián Pinto Labat. **Four) Class C Attorneys-in-Fact:** The following Class C Attorneys-in-Fact are appointed: Gonzalo Alberto Iglesias González, Alejandro Lientur del Basto Hevia, Marcela Esquivel García, Daniel Horacio Barraza, Jorge Murillo, Charles Edward Campos, Jorge Persiani and Aldo Aszyn. **Five) Class D Attorneys-in-Fact:** The following Class D Attorneys-in-Fact are appointed: Sergio Andrés Fernández Díaz, Francisco Javier Jeldres Fuentes, Ernesto Darío Pereira, Delfina Auge, María Laura López, Alejandro Dotti and Mario Bresso. **Six) Attorneys-in-Fact to represent the Company in labour matters:** The following Attorneys-in-fact are appointed: Alejandro Lientur Del Basto Hevia, Sylvia Lorena Chamorro Giné and Marcela Esquivel García. **Seven) Attorneys-in-Fact for Judicial Matters:** Broad power of attorney for judicial matters is granted to Mr. Alejandro Lientur del Basto Hevia and Ms. Sylvia Lorena Chamorro Giné. **Eight). Persons authorized to accept service of process:** Pursuant to the provisions of section forty two of the Corporate Regulations, the Board of Directors herein appoints Mr. Alejandro Lientur del Basto Hevia to legally represent the company in the service of process, in the absence of the general manager. **Third: Effective Date:** The revocations of powers of attorneys and the new powers of attorney hereinbefore agreed will become effective as from the date of the notarized document in which the minutes of this Board of Directors meeting are registered. **Fourth: Board of Directors:** It is herein stated that as of the date of this meeting, the Board of Directors is formed by Messrs. Francisco Xavier Crespo Benítez (Chairman), Alejandro Lientur del Basto Hevia and Gonzalo Alberto Iglesias González (as at the date of this document, the latter also holds the position of General Manager). Therefore, Messrs. Crespo and Iglesias have the powers granted at this meeting to the Chairman and the General Manager, respectively. **IV. COMPLIANCE WITH THE AGREEMENTS.** It is herein stated that once these minutes are signed by all the directors present, it will be deemed finally and entirely approved, without any further formalities, so that the agreements reached therein may be complied with as from the date of such signature. It was resolved

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to authorize Ms. Constanza Pía Knaka Villarroel, attorney-at-law, to register these minutes, once they are signed by all the directors present at this meeting, in a notarized document, either in part or in whole and also to authorize the bearer of an authorized copy of such notarized document to request and sign all registrations, sub-registrations and other pertinent annotations before Santiago Real Estate Registrar. Having complied with the purpose of this Board meeting, and there being no further matters to address, the meeting was adjourned at 4:00 pm. There are two signatures. Gonzalo Alberto Iglesias González. Alejandro Lienur del Basto Hevia". In agreement. In witness whereof, the appearing party has hereunto set her signature. Copy issued. I attest.

(signed)

CONSTANZA PÍA KNAKAL VILLARROEL

PROTOCOL No. 21.044-2010

OT. 227.566

REGISTER OF COMMERCE

THIS PAGE CORRESPONDS TO THE CERTIFICATION  
OF THE DOCUMENT: **REVOCATION AND POWER OF ATTORNEY**  
OF THE COMPANY: **COCA-COLA DE CHILE S.A.**

PROTOCOL No. **21044-2010** ISSUED AT THE NOTARY'S OFFICE OF MR.

**EDUARDO AVELLO CONCHA**

DATE: **NOVEMBER 10, 2010**

RECORDED IN PROTOCOL No. **51076**

AND WAS ENTERED TODAY IN THE REGISTER OF COMMERCE

ON PAGE **67169** NUMBER: **46857** OF YEAR: **2010**

ANNOTATED IN MARGIN OF:

PAGES **12612** NUMBER **10413** OF YEAR: **1994**

AND PAGES **36098** NUMBER **24689** OF YEAR: **2009**

FEES: \$ **13,300**

SANTIAGO, DECEMBER 13, 2010

(SIGNED)

(SEALED): TERESA CONCHA REBOLLEDO. ALTERNATE REAL ESTATE REGISTRAR. SANTIAGO, CHILE

Morandé 440, Santiago

Telephone: 3900 800

Fax: 380 9444

[www.conservador.cl](http://www.conservador.cl)

[info@conservador.cl](mailto:info@conservador.cl)

**PATRICIO RABY BENAVENTE**  
Notary Public  
Moneda 920 - Suite 205  
6992453 - 6992457  
Santiago

**PROTOCOL No. 2349-2008**  
**REQUEST FOR NOTARIZATION**  
**SPECIAL POWER OF ATTORNEY**  
**SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L.**  
**TO**  
**GONZALO ALBERTO IGLESIAS GONZALEZ ET. AL.**

In Santiago de Chile, on this twenty-ninth day of February, 2008, before me, MARÍA VIRGINIA WIELANDT COVARRUBIAS, attorney-at-law, Substitute Notary Public for the Regular Notary of the 5<sup>th</sup> Notary Office of Santiago, Mr. Patricio Raby Benavente, pursuant to Judicial Decrees notarized under number 1263 dated January 30, 2008, both domiciled at 920 Moneda street, Suite 205, Santiago, I DO HEREBY CERTIFY that: at the request of Ms. SYLVIA CHAMORRO GINÉ, attorney-at-law, there appears Mrs. PAOLA DÍAZ DE LARTUNDO, Chilean, married, employee, for the purposes hereof also domiciled at 920 Moneda street, Suite 205, Santiago, bearer of National Identity Card No. 10.188.922-K, who has requested that I register as a notarized document and furnish her a copy of, once recorded in the Protocol Book, the SPECIAL POWER OF ATTORNEY granted by SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. to Messrs. GONZALO ALBERTO IGLESIAS GONZALEZ, ALEJANDRO LIENTUR DEL BASTO HEVIA and MARTÍN IGNACIO RAÚL FRANZINI, in the city of Buenos Aires, Federal Capital City of the Argentine Republic, on February 14, 2008 and legalized by the Ministry of Foreign Affairs of Chile, which is a document of nine pages and is notarized at the end of my Record Book for this month under number 2,349-2008. In witness whereof, this document is signed by the applicant. I hereby attest. PAOLA DÍAZ DE LARTUNDO. María Virginia Wielandt Covarrubias. Substitute Notary Public.

THE DOCUMENT THAT IS HEREIN NOTARIZED READS AS FOLLOWS:

**NOTARIAL RECORD**

First Copy. Page 250. **SPECIAL POWER OF ATTORNEY.** SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. in favor of Gonzalo Alberto IGLESIAS GONZALEZ et. al. NOTARIZED DOCUMENT NUMBER NINETY SIX. In the City of Buenos Aires, Federal Capital City of the Argentine Republic, on February 14, 2008, before me, the certifying Notary Public, there appears Mercedes RODRIGUEZ CANEDO, Argentine, married, bearer of National Identity Document 23.968.368, domiciled at 733 Paraguay, of this City, of legal age and personally known to me. She acts in her capacity of ATTORNEY-IN-FACT of SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L., with main office at 733 Paraguay street, of this City, a corporation registered under number 13.329 of Book 114 "A" of Corporations of the Superintendence of Corporations on December 28, 1993, providing evidence of legal capacity and representation by means of the Broad General Power of Attorney dated December 16, 2005, recorded in page 2511 through notarized document 828 registered in the Notary Book of said year. Mrs. Mercedes RODRIGUEZ CANEDA states that the legal capacity invoked is effective and in such capacity she STATES: That she appears herein to formalize the resolutions adopted on February 14, 2008 at the Management Meeting No. 57 of SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L., the original minutes of which I have before me and which have been transcribed in pages 38 to 39 of the Minutes Book of Management Meetings No. 3 of said company, which has been registered by the Superintendence of Corporations under Number 103269-06 on December 6, 2006. Said minutes read as follows: "SERVICIOS Y PRODUCTOS PARA

BEBIDAS REFRESCANTES S.R.L. MINUTES OF MANAGEMENT MEETING No. 57. In Buenos Aires, on February 14, 2008, at 10:00 am, the undersigned Regular Managers and the statutory auditor of the corporation held a meeting at the main office of SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. (hereinafter, the "Company") located at 733 Paraguay Street, Autonomous City of Buenos Aires. Mr. Francisco Xavier Crespo Benítez informs the Management that he has summoned this meeting to grant a power of attorney to Messrs. GONZALO ALBERTO IGLESIAS GONZALEZ, Chilean, married, industrial engineer, bearer of Identity Card No. 7.559.990-0 issued by the Republic of Chile, ALEJANDRO LIENTUR DEL BASTO HEVIA, Chilean, married, commercial engineer, bearer of Identity Card No. 6.978.864-5 issued by the Republic of Chile and MARTÍN IGNACIO RAÚL FRANZINI, Argentine, married, lawyer, bearer of National Identity Document No. 18.552.101, to act severally and indistinctly on behalf of the Company. To such end, the attorneys-in-fact have powers to: 1. Represent the Company with the broadest powers and without any restriction, before the authorities of the Chilean Government, companies and public offices of a fiscal, semi-fiscal, autonomous, decentralized, municipal or any other nature, Ministries, Courts of Law, Office of the Comptroller General of the Republic, Central Bank, Superintendencies, Internal Revenue Service, General Treasury of the Republic, Customs, and file all kinds of requests, statements and petitions and perform all kinds of acts and enter into any type of agreements with them. Attorneys-in-fact are especially granted powers to enter into with the State of Chile on behalf of the Company foreign investment contracts pursuant to the provisions of Decree-Law 600 of 1974 and its subsequent amendments and to subscribe the agreements, documents and make any statements necessary or required to comply with this purpose. 2. Purchase, acquire, sell, transfer for any reason all kinds of movable property and rights thereon, and execute all kinds of documents, agreements and negotiations regarding such property, being able to agree on the terms, conditions, types and any clause they deem appropriate, without any restrictions, as well as, annul, rescind, terminate, derogate, etc. thereof, and charge and collect anything owed to the Company for whatever reason. 3. Agree to the creation of civil corporations, partnerships or commercial associations, being authorized to stipulate and amend the respective partnership or corporate agreements, terminate and liquidate such entities; take part in partnerships, corporations, organizations or associations; attend all kinds of meetings, assemblies, board meetings, with powers to vote thereat, and exercise all the rights the Company may have thereat as shareholder, partner or member of such corporations, partnerships, organizations or associations. 4. To pick up any type of correspondence, money orders, parcels, communications or any type of goods belonging or addressed to the Company, from the Post Office or from any person or authority and take all necessary steps to such end. 5. Carry out all kinds of foreign exchange transactions, endorse and withdraw bills of lading, subscribe import and export documents and related applications. 6. Represent the Company before foreign or national banking and financial institutions, either public or private with broad powers, give them instructions and trusts; enter into contracts of checking accounts of any type; deposit, draw and overdraw in such accounts, be informed of account transactions and close such accounts, both in foreign and national currency; approve and object balances, withdraw cheque books or individual cheques; contract credits, advances against acceptance, overdrafts, credits in special accounts; rent bank safe-deposit boxes; make time deposits; place and withdraw money or securities in deposit, in custody or as a collateral and cancel the respective certificates; contract credits in foreign currency; make foreign exchange transactions; accept bank guarantee letters and, in general, make all kinds of banking transactions in foreign or national currency; draw, sign, subscribe, accept, reaccept, renew, defer, validate, deposit, endorse as owner, for collection or collateral, protest, negotiate, discount, cancel, collect, transfer, issue and dispose of in any manner cheques, bills of exchange, promissory notes, orders of payment, securities and all kinds of commercial or banking documents or instruments, in registered, order or bearer form, both in foreign and national currency and exercise any actions to which the Company is entitled in connection with such documents. 7. Grant powers of attorney and delegate either all or any part of their powers, with or without provision of terms and conditions, being empowered to authorize delegates to make sub-delegations; and revoke powers of attorney, delegations and sub-delegations or grant others in parallel or simultaneously at any time and retake such powers whenever they deemed it necessary. 8. Represent the company, both in and out of court, in all kinds of actions, claims, complaints and prosecution, of a contentious or voluntary nature, with all the powers provided in the two paragraphs of Section Seven of the Chilean Code on Civil Procedure, which are considered herein reproduced, being them expressly authorized to accept service of process, voluntary abandon at first instance an action brought, admit the other side's claim, answer interrogatories, waive remedies or legal terms, settle, compromise, grant arbitration powers to arbitrators, approve and collect settlements. This power of attorney shall become



effective as from February 26, 2008 and shall expire upon revocation thereof by the Company. This power of attorney revokes and annuls the power of attorney granted to Messrs. Rodolfo Pedro Echeverría Regules and Alejandro José Yarad Dacarett effective as from January 31, 2004, granted through document dated January 27, 2004, and notarized at the Notary Office of Santiago by Mr. Patricio Raby Benavente on February 10, 2004, as well as all delegations made by such attorneys-in-fact. Then, the Regular Managers present unanimously resolved to authorize Mercedes Rodríguez Canedo to sign the pertinent notarized document. There being no further matters to address, the meeting was adjourned at 11:00 am. Signatures follow". I do herein certify that EVERYTHING fully TRANSCRIBED herein is a true copy of the original which I have had before me. And Martín Ignacio Raúl Franzini, in the aforementioned legal capacity STATES: That pursuant to the resolutions adopted at the management meeting of "SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L." transcribed above: A) The power of attorney granted to Messrs. Rodolfo Pedro Echeverría Regules and Alejandro José Yarad Dacarett effective as from January 31, 2004, executed in the document dated January 27, 2004, and notarized at the Notary Office of Santiago by Mr. Patricio Raby Benavente on February 10, 2004, as well as all delegations made by such attorneys-in-fact are hereby REVOKED AND DECLARED NULL AND VOID as from this date. He adds that SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. will give notice of this revocation, exempting the authorizing Notary Public from doing so; and B) That he grants a POWER OF ATTORNEY in favour of GONZALO ALBERTO IGLESIAS GONZALEZ, Chilean, married, industrial engineer, bearer of Identity Card No. 7.559.990-0 issued by the Republic of Chile, ALEJANDRO LIENTUR DEL BASTO HEVIA, Chilean, married, commercial engineer, bearer of Identity Card No. 6.978.864-5 issued by the Republic of Chile and MARTÍN IGNACIO RAÚL FRANZINI, Argentine, married, lawyer, bearer of National Identity Document No. 18.552.101 to act on behalf of "SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L." and use it according to the aforementioned powers and manner, which are herein deemed fully reproduced. This power of attorney shall become effective as from February 26, 2008 and shall expire upon revocation thereof by the Company. HAVING BEEN READ to the appearing party and after being informed of her right to read this document, she agrees and signs before me, I attest. A signature follows. M. Rodríguez Canedo. Before me; my seal is stamped. Silvina A. Calot. It agrees with the original I executed and which is on page 250 of my notarial Register No. 820. This FIRST AUTHORIZED COPY is issued for the corporation granting the power of attorney under four notarial record pages with consecutively numbered seals, which I seal and sign at the place and on the date of execution thereof.

(signed)

Seal: "Silvina A. Calot. Notary Public. Notarial License Registration Number 4442".

(On the following page, there is a copy of a bank slip, with the following text:

"Banco Ciudad de Buenos Aires. Branch: 770 - Ministry of Foreign Affairs.

Date: 02/19/2008 - Time: 12:28:24. Cashier: 00045 - ATM: 70\_93385.

COLLECTIONS OF SERVICES, TAXES AND DUTIES.

550 - LEGALIZATION DEPARTMENT - MINISTRY OF FOREIGN AFFAIRS, INTERNATIONAL TRADE AND WORSHIP

Amount: PESOS 39.00

Voucher: 910898

Means of Payment: CASH - PESOS")

(On the next page, there appears the following legalization:

"LEGALIZATION of the Association of Notaries Public of the City of Buenos Aires, Federal Capital City, Argentine Republic).

THE ASSOCIATION OF NOTARIES PUBLIC of the City of Buenos Aires, Federal Capital City of the Argentine Republic, pursuant to the powers granted by the law in force, LEGALIZES the signature and seal of Notary Public SILVINA ALEJANDRA CALOT, which appear on the attached Document filed today under No.080215077236/5. This authentication makes no judgment on the content and form of the document.

Buenos Aires, Friday, February 15, 2008.

Seal: "Association of Notaries Public. Legalization. City of Buenos Aires. Federal Capital City. Argentine Republic"

(Signed)

Seal: "Alba Rosa Muñiz de León. Notary Public. Association of Notaries Public. Registrar"

(On the following page, there is the authentication of the Ministry of Foreign Affairs, International Trade and Worship)

Series A 1654384

ARGENTINE REPUBLIC

MINISTRY OF FOREIGN AFFAIRS, INTERNATIONAL TRADE AND WORSHIP

Directorate General of Consular Affairs. Coordination Unit of Legalizations

AUTHORIZED

The Coordination Unit of Legalizations of the Ministry of Foreign Affairs, International Trade and Worship certifies that the signature that appears on this document: SPECIAL POWER OF ATTORNEY and that states ALBA ROSA MUÑIZ DE LEÓN is similar to the one registered in its records.

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

Order No. 31882/2008

Price: 6.12.3

Amount: 39

Date: 12/19/2008

(Signed)

Seal: "Dr. Roberto Daniel Perez. Coordination Unit of Legalizations. Ministry of Foreign Affairs, International Trade and Worship".

The sole purpose of this legalization is to authenticate the signature and capacity of the grantor and makes no judgment on the content of the document.

(Bar code)

Then there is a legalization of the Consulate-General of Chile in Buenos Aires that reads:

LEGALIZATION

The undersigned Consul of Chile certifies the authenticity of the Signature of Mr. Roberto Daniel Perez, Legalizations Department of the Ministry of Foreign Affairs, International Trade and Worship of Argentina.

(signed) Hernán Brantes Glavic. Minister-Counselor. General Consul

FEES PAID: \$42

PAYMENT VOUCHER No. 518330

Record No. 1752 - Section 4 No. 10.

Date: February 21, 2008.

What follows is illegible.

*Form of Amendment to Stock Purchase Option Agreement and Custody Agreement*

*(Translated from Spanish Version)*

**AMENDMENT**  
**TO**  
**OPTION AGREEMENT**  
**AND**  
**CUSTODY AGREEMENT**

This document is made and entered into in Santiago de Chile, as of this [•] day of [•], [2012], by and among:

**INVERSIONES FREIRE S.A.**, formerly “Inversiones Freire Limitada” (“Freire Uno”), a corporation duly organized and existing under the laws of Chile, domiciled at [•], Tax Identification Number [•], herein represented by Mr. [•] (for the purposes of this document, Freire Uno and the corporations resulting from the division of Freire Uno pursuant to the provisions of Section Two of this document will be hereinafter referred to as “Grupo Freire Uno”);

**INVERSIONES FREIRE DOS S.A.**, formerly “Inversiones Freire Dos Limitada” (“Freire Dos”), a corporation duly organized and existing under the laws of Chile, domiciled at [•], Tax Identification Number [•], herein represented by Mr. [•] (for the purposes of this document, Freire Dos and the corporations resulting from the division of Freire Dos pursuant to the provisions of Section Two of this document will be hereinafter referred to as “Grupo Freire Dos”, and the latter together with Grupo Freire Uno will also be hereinafter referred to as “Grupo Freire”);

**INVERSIONES LOS AROMOS LIMITADA** (“Los Aromos”), a limited liability corporation duly organized and existing under the laws of Chile, domiciled at [•], Tax Identification Number [•], herein represented by Mr. [•] (for the purposes of this document, Los Aromos and the corporations resulting from the division of Los Aromos pursuant to the provisions of Section Two of this document will be jointly referred to as “Grupo Aromos”, and the latter together with Grupo Freire will be also herein referred to as the “Grantors”); the parties of the first part and

**THE COCA-COLA COMPANY** (“TCCC”), a corporation duly organized and existing under the laws of the State of [•], United States of America, for the purpose of this document domiciled at One Coca-Cola Plaza, N.W., Atlanta, Georgia, United States of America, herein represented by Mr. [•],

**COCA-COLA DE CHILE S.A.** (“CCDC”), a privately held corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at Avenida Kennedy 5757, Piso 12, Comuna de Las Condes, Santiago, Tax Identification Number 96.714.870-9, herein represented by Mr. [•], and

**SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES SRL** (“SPBR”), the legal successor company of “Coca-Cola de Argentina S.A.” duly organized and existing under the laws of the Argentine Republic, for the purposes of this document domiciled at One Coca-Cola Plaza, N.W., Atlanta, Georgia, United States of America, Tax Identification Number [•], herein represented by Mr. [•];

**COCA-COLA INTERAMERICAN CORPORATION** (“Interamerican”), a corporation duly organized and existing under the laws of the State of Delaware, United States of America, for the purposes of this

document domiciled at One Coca-Cola Plaza, N.W., Atlanta, Georgia, United States of America, Tax Identification Number 59.053.710-1, herein represented by Mr. [•] (for the purposes of this document, Interamerican, TCCC, CCDC and SPBR, respectively, hereinafter also jointly referred to as the “Beneficiaries”); and

**EMBOTELLADORA ANDINA S.A.** (“Andina” or the “issuer company”), a publicly traded company duly organized and existing under the laws of Chile, domiciled at [•], Tax Identification Number [•], herein represented by Mr. [•]; parties of the second part, being all the appearing parties of legal age, who agree as follows:

### RECITALS

**WHEREAS** by private document executed on September 5, 1996 and amended on December 17, 1996, Inversiones Freire Limitada (now called Inversiones Freire S.A.), Inversiones Freire Dos Limitada (now called Inversiones Freire Dos S.A.), TCCC, Interamerican, SPBR (formerly called Coca-Cola de Argentina S.A.), Andina and Citibank, N.A. entered into an Option Agreement and a Custody Agreement (hereinafter referred to as the “Option Agreement”), by means of which, among other issues, Freire Uno and Freire Dos finally and irrevocably granted a purchase option (the “Option”) in favour of TCCC, Interamerican and SPBR, by means of which, at the discretion of any of the latter (or any two of them or all of them jointly), and subject to the terms, conditions and time frames herein established, Freire Uno and Freire Dos shall be bound to sell all (and not less than all) the Shares of Andina held by them at such date, as well as all (and not less than all) the Shares of Andina that, after such date, are acquired in any form by Freire Uno and Freire Dos, either from Andina or from third parties;

**WHEREAS** by private document written in English executed on September 5, 1996 and amended on December 17, 1996, Andina, TCCC, Interamerican, SPBR, Bottling Investment Limited, Freire Uno and Freire Dos entered into a Shareholders' Agreement (hereinafter referred to as the “Shareholders' Agreement”) regarding Andina, in which certain restrictions on the transfer of shares of said company are established (*Shares*, according to the definition of such term in the Shareholders' Agreement), among other issues;

**WHEREAS** pursuant to the provisions of Section Five of the Option Agreement and Section 5.2 of the Shareholders' Agreement, the Option Agreement was entered into in direct connection with the resolutions adopted by the parties in the Shareholders' Agreement, who also agreed on the execution thereof;

**WHEREAS** on [• date], a Certificate of Amendment of the Option Agreement was entered into, by means of which (i) it was certified that CCDC is the holder of all the rights and undertakes all the obligations previously held and undertaken by Interamerican pursuant to the Option Agreement; and (ii) Grupo Freire and [Coca-Cola Interamerican Corporation] amended Section Eleven of the Option Agreement, replacing it by a gratuitous bailment agreement in which Grupo Freire bailed to [Coca-Cola Interamerican Corporation] the Shares included in the Option granted in the Option Agreement;

**WHEREAS** on June 25, 2012, the shareholders' meetings of both Andina and Embotelladoras Coca-Cola Polar S.A. (“Polar”) agreed to and approved the merger by acquisition of Polar into Andina (the “Merger”), pursuant to which Polar will be dissolved and Andina will be the absorbing entity;

**WHEREAS** on the same date, by means of a notarial instrument, a “Formal Deed of Merger”, has been executed, which states that the Merger has taken place on such date;

**WHEREAS** as a result of the Merger (a) Grupo Freire Uno is the holder of [•] Series A shares issued by Andina, which represent approximately [•]% of the Series A shares into which Andina's capital stock is

divided; (b) Grupo Freire Dos is the holder of [•] Series A shares issued by Andina, which represent approximately [•]% of the Series A shares into which Andina's capital stock is divided; and (c) Grupo Aromos is the holder of [•] Series A shares issued by Andina, which represent approximately [•]% of the Series A shares into which Andina's capital stock is divided;

**WHEREAS** on June 25, 2012, Andina, TCCC, Interamerican, SPBR, CCDC, Grupo Freire Uno, Grupo Freire Dos and Grupo Aromos, among others, executed an agreement referred to as the “Amended and Restated Shareholders' Agreement”, in which restrictions on the transfer of certain shares issued by Andina held by the parties to such document are established, and other matters related to Andina's administration are regulated; and

**WHEREAS** as a consequence of the incorporation of Grupo Aromos and Interamerican as shareholders of Andina by virtue of the Merger, the parties to this document deem it appropriate that, as from this date, Grupo Aromos becomes a party to the Option Agreement as grantor of the Option jointly with Grupo Freire, and Interamerican becomes a party to the Option Agreement as beneficiary of the Option together with TCCC, CCDC and SPBR, subject to the terms and conditions established below;

**NOW, THEREFORE**, and pursuant to the aforementioned, the parties that appear herein in the capacities mentioned above, agree to amend the terms and conditions of the Option Agreement, as follows:

**ONE: Amendment to the Option Agreement.**

As from this date, the Option Agreement is modified as follows:

1.1. All rights granted to and all obligations undertaken by Freire Uno and Freire Dos under the Option Agreement, especially including the Option granted by said agreement will also apply to and be indivisibly undertaken by Grupo Aromos. Therefore, for the purposes of the Option Agreement, Grupo Freire and Grupo Aromos will be collectively referred to as the “Grantors”. On the other hand, it is herein expressly stated that the rights granted to and the obligations undertaken by Freire Uno and Freire Dos in Section Eleven of the Option Agreement apply only to Grupo Freire and not to Grupo Aromos.

1.2. All the rights granted to and the obligations undertaken by TCCC, CCDC and SPBR under the Option Agreement, especially including the Option granted to them under said Agreement, will also apply to and are undertaken by Interamerican. Therefore, for the purposes of the Option Agreement, TCCC, CCDC, SPBR and Interamerican will be collectively referred to as the “Beneficiaries”.

1.3. In particular, and according to the aforementioned, it is herein expressly stated that the Option included in the Option Agreement is granted jointly, finally and irrevocably by Grupo Freire Uno, Grupo Freire Dos and Grupo Aromos in favour of The Coca-Cola Company, Coca-Cola de Chile S.A., Servicios y Productos para Bebidas Refrescantes SRL and Coca-Cola Interamerican Corporation, being any of the latter entitled to exercise such option subject to the terms and conditions established in the Option Agreement. Additionally, as regards the Conditions to Exercise the Option set forth in Section Five (i) to (iv) inclusive of the Option Agreement, all the “Majority Shareholders” mentioned in the Amended Shareholders' Agreement as well as those who may, pursuant to the terms and conditions of the Amended Shareholders' Agreement, become a party thereto as “Majority Shareholders” in the future, will be considered Grantors thereof.

1.4. For the purposes of Section Five of the Option Agreement, and by virtue of the inclusion of Grupo Aromos as a party thereto, the following persons are included in the term “Controllers of the Grantors”: Patricia Claro Marchant, María Soledad Chadwick Claro, Eduardo Chadwick Claro, María Carolina Chadwick Claro and María de la Luz Chadwick Hurtado.

**TWO: Division of Freire Uno, Freire Dos and Los Aromos.**<sup>1</sup>

**2.1** Freire Uno, Freire Dos and Aromos expressly state that (i) it is the intention of the four current shareholders of each of Freire Uno and Freire Dos to divide both Freire Uno and Freire Dos, allocating all the Shares issued by Andina held by Freire Uno and Freire Dos, respectively, to four new corporations, so that each of the four current final shareholders of each of Freire Uno and Freire Dos has a separate shareholding in Andina; and that (ii) it is the intention of the current partners of Los Aromos to divide such corporation, allocating all the Actions issued by Andina held by Los Aromos to five new corporations, so that each of the current partners of Los Aromos has a separate shareholding in Andina.

**2.2** Consequently, the Beneficiaries, Freire Uno, Freire Dos and Los Aromos agree that Freire Uno, Freire Dos and Aromos shall have powers to divide their companies and allocate the Shares issued by Andina to the new corporations resulting from such divisions in the above mentioned manner, provided the following copulative conditions are fulfilled: (i) that the division and allocation of Shares take place no later than December 31, 2012; (ii) that the corporations resulting from the already mentioned divisions be finally, solely and exclusively owned, either directly or indirectly, by one or more of the Controllers of the Grantors; and (iii) that on the same date on which the division and allocation take place and concurrently with them, each of the corporations resulting from the division to which the Shares issued by Andina are allocated adheres to the Option Agreement in writing in accordance with the deed of adherence form included in Annex [•] to this document.

**2.3** For further clarification, it is herein stated that once Freire Uno, Freire Dos and Los Aromos are divided, each of the corporations resulting from such divisions which are holders of the Shares arising from such allocation will be considered jointly and as appropriate, members of Grupo Freire Uno, Grupo Freire Dos and Grupo Aromos, respectively, not having as such more or less rights and obligations under the Option Agreement amended by this document than those that apply to Freire Uno, Freire Dos and Los Aromos, respectively.

**THREE: Notices.**

All notices, requests, petitions and other communications among the parties or those required hereunder shall be made in writing and be served by hand delivery or by registered or certified mail, postage prepaid, to the persons and at the addresses stated below or to any other addresses that such persons may indicate in writing to the parties to this agreement. Any notice given in this manner shall be effective upon receipt thereof. A notice will be considered duly served on the date it is delivered by hand or five days following the date it was sent by certified mail, with return receipt, unless the person to whom it was addressed can prove it was not received or was received at a later date.

To the Grantors: [•]

with a [•]  
copy  
to:

To the Beneficiaries: [•]

with a [•]  
copy  
to:

<sup>1</sup> This Section Two assumes that by the date this document is executed, the divisions of Freire Uno, Freire Dos or Aromos have not taken place. In the event such divisions take place prior to the date this document is executed, this section will be modified accordingly.

**FOUR: Full Force.**

Any provision of the Option Agreement not expressly modified in this document remains unchanged and in full force.

**FIVE: Representation of Andina.**

As a party to this document and duly represented as indicated above, for all the legal purposes thereof, Embotelladora Andina S.A. herein represents and warrants that it is fully aware of the provisions included in this document.

**SIX: Record.**

A copy of this document will be deposited at Embotelladora Andina S.A. and will be entered in its Shareholders Register.

**SEVEN: Counterparts.**

This document is executed in [•] counterparts each of which shall be deemed an original and signed on the same date, one for [each of the appearing parties / each of Grupo Freire, Grupo Aromos and the Beneficiaries].

\_\_\_\_\_  
[•]  
p.p. Inversiones Freire S.A.

\_\_\_\_\_  
[•]  
p.p. Inversiones Freire Dos S.A.

\_\_\_\_\_  
[•]  
p.p. Inversiones Los Aromos Limitada

\_\_\_\_\_  
[•]  
p.p. The Coca-Cola Company

\_\_\_\_\_  
[•]  
p.p. Coca-Cola de Chile S.A.

\_\_\_\_\_  
[•]  
p.p. Servicios y Productos Para Bebidas Refrescantes SRL

\_\_\_\_\_  
[•]  
p.p. Coca-Cola Interamerican Corporation

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[•]  
p.p. Embotelladora Andina S.A.