

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. 11) *

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

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

(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

October 1, 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).

SCHEDULE 13D/A

CUSIP No. - None ⁽¹⁾

1	NAME OF REPORTING PERSON	
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	THE COCA-COLA COMPANY 58-0628465	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> []
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	N/A	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 69,348,244 shares of Series A Common Stock, no par value, and 69,348,244 shares of Series B Common Stock, no par value (See Attachment A)
	8	SHARED VOTING POWER None
	9	SOLE DISPOSITIVE POWER 69,348,244 shares of Series A Common Stock, no par value, and 69,348,244 shares of Series B Common Stock, no par value (See Attachment A)
10	SHARED DISPOSITIVE POWER None	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 69,348,244 shares of Series A Common Stock, no par value, and 69,348,244 shares of Series B Common Stock, no par value (See Attachment A)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/> []
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.7% of the shares of Series A Common Stock, no par value, outstanding; 14.7% of the shares of Series B Common Stock, no par value, outstanding (See Attachment B)	
14	TYPE OF REPORTING PERSON* CO	

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

***SEE INSTRUCTIONS BEFORE FILLING OUT**

SCHEDULE 13D/A

CUSIP No. - None ⁽¹⁾

1	NAME OF REPORTING PERSON	
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	THE COCA-COLA EXPORT CORPORATION 13-1525101	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> []
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	N/A	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 69,348,244 shares of Series A Common Stock, no par value, and 69,348,244 shares of Series B Common Stock, no par value (See Attachment A)
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14	TYPE OF REPORTING PERSON* CO	

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

***SEE INSTRUCTIONS BEFORE FILLING OUT**

SCHEDULE 13D/A

CUSIP No. - None ⁽¹⁾

1	NAME OF REPORTING PERSON	
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	COCA-COLA INTERAMERICAN CORPORATION 13-1940209	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input checked="" type="checkbox"/> [X]
		(b) <input type="checkbox"/> []
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	N/A	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 69,348,244 shares of Series A Common Stock, no par value, and 69,348,244 shares of Series B Common Stock, no par value (See Attachment A)
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14	TYPE OF REPORTING PERSON* CO	

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

***SEE INSTRUCTIONS BEFORE FILLING OUT**

SCHEDULE 13D/A

CUSIP No. - None ⁽¹⁾

1	NAME OF REPORTING PERSON	
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L. (TIN - N/A)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input checked="" type="checkbox"/>
		(b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	N/A	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Republic of Argentina	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 69,348,244 shares of Series A Common Stock, no par value, and 69,348,244 shares of Series B Common Stock, no par value (See Attachment A)
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	14.7% of the shares of Series A Common Stock, no par value, outstanding; 14.7% of the shares of Series B Common Stock, no par value, outstanding (See Attachment B)	
14	TYPE OF REPORTING PERSON* OO (limited liability company)	

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

***SEE INSTRUCTIONS BEFORE FILLING OUT**

SCHEDULE 13D/A

CUSIP No. - None ⁽¹⁾

1	NAME OF REPORTING PERSON	
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	COCA-COLA DE CHILE S.A. (TIN - N/A)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input checked="" type="checkbox"/>
		(b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	N/A	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Republic of Chile	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 69,348,244 shares of Series A Common Stock, no par value, and 69,348,244 shares of Series B Common Stock, no par value (See Attachment A)
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	14.7% of the shares of Series A Common Stock, no par value, outstanding; 14.7% of the shares of Series B Stock, no par value, outstanding (See Attachment B)	
14	TYPE OF REPORTING PERSON*	
	CO	

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

***SEE INSTRUCTIONS BEFORE FILLING OUT**

ATTACHMENT A

Coca-Cola Interamerican Corporation (“Interamerican”) owns directly 27,385,380 shares of Series A Common Stock, no par value (“Series A Stock”), and 27,385,380 shares of Series B Common Stock, no par value (“Series B Stock”), of Embotelladora Andina S.A. (“Andina”).

Coca-Cola de Chile S.A. (“CC Chile”) owns directly 40,552,802 shares of Series A Stock and 40,552,802 shares of Series B Stock of Andina.

Servicios y Productos Para Bebidas Refrescantes S.R.L. (formerly known as Coca-Cola de Argentina S.A.) (“CC Argentina”) owns directly 1,410,062 shares of Series A Stock and 1,410,062 shares of Series B Stock of Andina.

CC Chile and CC Argentina are direct subsidiaries of The Coca-Cola Export Corporation (“Export”); Interamerican and Export are direct wholly owned subsidiaries of The Coca-Cola Company.

ATTACHMENT B

The reporting persons have been informed by Andina that a total of 473,289,368 shares of Series A Stock and a total of 473,289,368 shares of Series B Stock were outstanding as of October 1, 2012.

AMENDMENT NO. 11
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. 11 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 No. 1 through No. 10 (as further amended by this Amendment No. 11, the "Schedule 13D").

ITEM 2. IDENTITY AND BACKGROUND

Item 2 is hereby amended and restated as follows:

This statement is being filed by The Coca-Cola Company ("KO"), KO's direct wholly owned subsidiaries Coca-Cola Interamerican Corporation ("Interamerican") and The Coca-Cola Export Corporation ("Export"), each of which companies is a Delaware corporation having its principal executive offices at One Coca-Cola Plaza, Atlanta, Georgia 30313, telephone (404) 676-2121; and by 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 Argentina, CC Chile, Export, Interamerican and KO are herein collectively referred to as the "Reporting Persons").

Interamerican has been added as a Reporting Person to the Schedule 13D as result of its acquiring shares of Series A Common Stock, no par value ("Series A Stock"), and shares of Series B Common Stock, no par value ("Series B Stock"), of Embotelladora Andina S.A. ("Andina") upon completion of the merger of Embotelladoras Coca-Cola Polar S.A. ("Polar") into Andina (the "Merger") in exchange for shares of capital stock of Polar owned by it prior to the Merger.

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 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 is hereby amended and supplemented by adding Item the following:

Interamerican acquired 27,385,380 shares of Series Stock and 27,385,380 shares of Series B Stock of Andina upon completion of the Merger in exchange for shares of capital stock of Polar owned by it prior to the Merger. Interamerican did not use any funds or other consideration in connection with its acquisition of its shares of Series A Stock and Series B Stock of Andina other than the shares of Polar capital stock surrendered by it in the Merger.

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, 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. On October 1, 2012, Andina completed the Merger with Polar. Pursuant to the terms of the merger agreement, upon completion of the Merger the former shareholders of Polar became entitled to receive 0.33269 of a share of Series A Stock and 0.33269 of a share of Series B Stock for each share of Polar stock held by them immediately prior to the Merger. As a former shareholder of Polar, upon completion of the Merger, Interamerican acquired 27,385,380 shares of Series A Stock and 27,385,380 shares of Series B Stock in exchange for shares of Polar stock owned by it immediately prior to the Merger.

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

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

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 is hereby amended and restated as follows:

Interamerican owns directly 27,385,380 shares of Series A Stock and 27,385,380 shares of Series B Stock of Andina; CC Chile owns directly 40,552,802 shares of Series A Stock and 40,552,802 shares of Series B Stock of Andina; and CC Argentina owns directly 1,410,062 shares of Series A Stock and 1,410,062 shares of Series B Stock of Andina. Interamerican is a direct subsidiary of KO, and CC Chile and CC Argentina are direct subsidiaries of Export, which in turn is a direct subsidiary of KO. Thus, the Reporting Persons collectively beneficially own and have sole voting and dispositive power over an aggregate of 69,348,244 shares of Series A Stock and 69,348,244 shares of Series B Stock, representing 14.7% of the outstanding Series A Stock and 14.7% of the outstanding Series B Stock of Andina, respectively. (See also Attachment A.)

Interamerican acquired 27,385,380 shares of Series A Stock and 27,385,380 shares of Series B Stock of Andina upon completion of the Merger in exchange for shares of capital stock of Polar owned by it prior to the Merger. The Merger became effective on October 1, 2012. The other Reporting Persons acquired beneficial ownership of such shares by virtue of their relationships with Interamerican as described above.

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

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

AMENDMENT TO RESTATED SHAREHOLDERS' AGREEMENT; ADHERENCE BY SUCCESSORS IN INTEREST

As previously reported in Amendment No. 10, in anticipation of the Merger, Interamerican, CC Chile and CC Argentina (the "KO Shareholders"); Freire and Los Aromos Limitada (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") providing, among other things, for certain restrictions on the transfer of, and rights of first refusal, rights of first offer, put rights and preemptive rights with respect to, shares of Andina capital stock and for certain corporate governance matters. Certain of the terms of the Restated Shareholders' Agreement are described in Amendment No. 10.

The Restated Shareholders' Agreement referenced August 31, 2012 as the deadline for completion of the Merger. The KO Shareholders, the Majority Shareholders and the Majority Shareholders' Partners entered into an Amendment to the Restated Shareholders Agreement effective August 31, 2012 to reflect that the deadline for the closing of the Merger had been extended to October 31, 2012.

As contemplated by the Restated Shareholders' Agreement, Freire One and Freire Two underwent corporate reorganizations as a result of which the following corporations spun off from Freire One: Inversiones Freire Alfa S.A., Inversiones Freire Beta S.A., Inversiones Freire Gamma S.A. and Inversiones Freire Delta S.A. (these corporations together with Freire One, the "Freire One Group"), Freire Two, and the following corporations spun off from Freire Two: Inversiones Freire Dos Alfa S.A., Inversiones Freire, Dos Beta S.A., Inversiones Freire Dos Gamma S.A. and Inversiones Freire Dos Delta S.A. (these corporations together with Freire Two, the "Freire Two Group", and the latter together with Freire One Group, the "Freire Group") acquired shares of shares of Series A Stock and Series B Stock of Andina by way of allocations made by Freire One and Freire Two, respectively, and, as required by the Restated Shareholders' Agreement, each such spun off corporations agreed, by letter dated October 1, 2012, to be bound by the terms and provisions of the Restated Shareholders' Agreement and to be deemed to be the a successor of Freire One or Freire Two, as applicable, under the Restated Shareholders' Agreement.

A form of the Amendment to the Restated Shareholders' Agreement and forms of the letters of adherence to the Restated Shareholders' Agreement are attached as Exhibits 99.3 and 99.4, respectively, and such documents are incorporated by reference herein.

AMENDMENTS TO THE OPTION AGREEMENT

Effective as of September 28, 2012, the parties to the Stock Purchase Option Agreement and Custody Agreement dated September 5, 1996, as amended (the "Option Agreement"), terminated the custody agreement contained in Section Eleven of the Option Agreement to, among other matters, relieve Banco de Chile, a banking corporation duly organized and existing under the laws of Chile, in its capacity as the legal successor of Citibank, N.A., Chile Branch ("Citibank Chile"), of its responsibilities as custodian for the shares of Series A Stock and Series B Stock of Andina that are subject to the Option Agreement. Effective as of the same date, the KO Shareholders, the Freire Group entities and Andina executed a Certification and Amendment to Option Agreement and Custody Agreement pursuant to which, among other matters, the parties thereto agreed (i) to expressly state that Freire One and Freire Two remain as parties to the Option Agreement, and that the

corporations spun off from them also take on all rights granted to and obligations undertaken by Freire One and Freire Two, as applicable, under the Option Agreement; and (ii) to leave on record that CC Chile is the holder of all rights granted to and obligations undertaken by Interamerican under the Option Agreement. In addition, Interamerican was appointed custodian (replacing Citibank Chile) for the shares of Series A Stock and Series B Stock of Andina that are subject to the Option Agreement.

As contemplated by the Restated Shareholders' Agreement, the KO Shareholders, Los Aromos and Freire Group (the "Grantors") entered into an amendment to the Option Agreement dated as of October 1, 2012 (the "Amended Option Agreement"), pursuant to which, among other things, the Grantors agreed to provide the KO Shareholders with a call right relating to shares of Series A Stock and Series B Stock of Andina held by the Grantors and agreed to certain restrictions regarding the transfer of such shares. Certain of the other terms of the Amended Option Agreement are described in Amendment No. 10.

Forms of the Termination of Custody Agreement, the Certification and Amendment to Option Agreement and Custody Agreement and the Amended Option Agreement, translated from Spanish, are attached as Exhibits 99.5, 99.6 and 99.7, respectively, and such documents 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:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
Exhibit 99.1	Directors and Executive Officers of the Reporting Persons
Exhibit 99.2	Joint Filing Agreement
Exhibit 99.3	Form of Amendment to Amended and Restated Shareholders' Agreement
Exhibit 99.4	Forms of Letters of Adherence to Amended and Restated Shareholders' Agreement
Exhibit 99.5	Form of Termination of Custody Agreement [Translated from Spanish]
Exhibit 99.6	Form of Certification and Amendment to Option Agreement and Custody Agreement [Translated from Spanish]
Exhibit 99.7	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.

<p>Date: October 5, 2012</p>	<p>THE COCA-COLA COMPANY</p> <p>By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer</p>
<p>Date: October 5, 2012</p>	<p>THE COCA-COLA EXPORT CORPORATION</p> <p>By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer</p>
<p>Date: October 5, 2012</p>	<p>COCA-COLA INTERAMERICAN CORPORATION</p> <p>By: <u>/s/ Christopher P. Nolan</u> Christopher P. Nolan Vice President and Treasurer</p>
<p>Date: October 5, 2012</p>	<p>COCA-COLA DE CHILE S.A.</p> <p>By: <u>/s/ Sylvia Chamarro and Viviana Zambrano</u> Sylvia Chamarro and Viviana Zambrano Attorneys-in-Fact</p>
<p>Date: October 5, 2012</p>	<p>SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES S.R.L.</p> <p>By: <u>/s/ Sylvia Chamarro</u> Sylvia Chamarro Attorney-in-Fact</p>

EXHIBIT INDEX

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DIRECTORS AND EXECUTIVE OFFICERS AND/OR MANAGERS OF REPORTING PERSONS

Set forth below is the name, business address and present occupation or employment of each director and executive officer of The Coca-Cola Company, The Coca-Cola Export Corporation and Coca-Cola Interamerican Corporation; and the directors and/or managers of Coca-Cola de Chile S.A. and Servicios y Productos Para Bebidas Refrescantes S.R.L. (formerly known as Coca-Cola de Argentina S.A.). Except as indicated below, each such person is a citizen of the United States. None of the directors, executive officers and managers named below beneficially own any Common Stock of Embotelladora Andina S.A. Directors of a named corporation who are also executive officers of that corporation are indicated by an asterisk. Except as indicated below, the business address of each director, executive officer and manager named below is One Coca-Cola Plaza, Atlanta, Georgia 30313.

DIRECTORS OF THE COCA-COLA COMPANY

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
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 18 th 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 54 th Street 3 rd 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 59 th Street, 17 th 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

<i><u>NAME</u></i>	<i><u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u></i>	<i><u>ADDRESS</u></i>
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 DF 11580 MEXICO
Joseph V. Tripodi	Executive Vice President and Chief Marketing and Commercial Officer of The Coca-Cola Company	
Clyde C. Tuggle	Senior Vice President and Global Public Affairs and Communications Officer of The Coca-Cola Company	
Guy Wollaert	Senior Vice President and Chief Technical Officer of The Coca-Cola Company Mr. Wollaert is a citizen of Belgium.	

DIRECTORS OF THE COCA-COLA EXPORT CORPORATION

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

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

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

DIRECTORS OF COCA-COLA INTERAMERICAN CORPORATION

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

EXECUTIVE OFFICERS OF COCA-COLA INTERAMERICAN CORPORATION (“CCIC”)

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

DIRECTORS OF COCA-COLA DE CHILE S.A.

<u>NAME</u>	<u>PRINCIPAL OCCUPATION 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.

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
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 Rica.	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

JOINT FILING AGREEMENT

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

In evidence thereof, the undersigned, being duly authorized, hereby execute this Agreement this ____ day of October, 2012.

THE COCA-COLA COMPANY

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

THE COCA-COLA EXPORT CORPORATION

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

COCA-COLA INTERAMERICAN CORPORATION

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

COCA-COLA DE CHILE S.A.

By: /s/ Sylvia Chamarro and Viviana Zabranro
Sylvia Chamarro and Viviana Zambrano
Attorneys-in-Fact

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

By: /s/ Sylvia Chamarro
Sylvia Chamarro
Attorney-in-Fact

AMENDMENT TO THE
AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

THIS AMENDMENT TO THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT (this “ Amendment”) is made and entered into as of this 31st day of August, 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, 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., a corporation organized under the laws of Chile (“Freire One”),

INVERSIONES FREIRE DOS S.A., a corporation organized under the laws of Chile (“Freire Two”),

INVERSIONES LOS AROMOS LIMITADA, a limited liability company organized under the laws of Chile (“Los Aromos”, and the latter together with Freire One and Freire Two 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: 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 June 25th, 2012, the Shareholders and the Majority Shareholders Partners and Andina entered into an Amended and Restated Shareholders' Agreement related to Andina (the “Amended SHA”);

WHEREAS, as provided for in the Amended SHA, the Merger should be completed no later than August 31, 2012;

WHEREAS, pursuant to Section 1.1 of the Amended SHA, 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 of the Amended SHA shall be binding as of the date the Merger becomes effective and in no event later than August 31, 2012;

WHEREAS, pursuant to Section 5.2 of the Amended SHA, 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 the Amended Option and Custody Agreement;

WHEREAS, in order for the Merger be completed, it is a condition precedent that the *Superintendencia de Valores y Seguros* furnishes Andina with the certificate of registration of the shares newly issued by Andina as a result of the Merger;

WHEREAS, as of the date hereof, the certificate of registration by the SVS has not yet been issued and consequently, the Merger has not yet been completed;

WHEREAS, considering the above, Andina, Polar and their respective controlling shareholders have agreed to postpone the date for completion of the Merger until October 31, 2012;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree to amend the Amended SHA, in order to extend the term indicated in Section 1.1 and Section 5.2 of the Amended SHA until [October 31, 2012], as follows:

1. Amendments to the Amended SHA.
 - (a) In Section 1.1 of the Amended SHA, the date “August 31, 2012” is replaced by “[October 31, 2012]”.
 - (b) In Section 5.2 of the Amended SHA, the date “August 31, 2012” is replaced by “[October 31, 2012]”.
2. Consent to Jurisdiction. For the avoidance of doubt, each of the parties hereby irrevocable consents and agrees that any 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 (but 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.
3. Definitions. Any capitalized terms used in this Amendment but not defined herein shall have the meanings provided for in the Amended SHA.
4. Counterparts. This Amendment 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.
5. Except as expressly amended hereby, none of the rights or obligations of the parties pursuant to the Amended SHA, neither the remaining clauses of the Amended SHA shall be amended, modified, waived, terminated or otherwise affected in any manner whatsoever..

[Remainder of page left blank. Signature pages follow]

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

THE COCA-COLA COMPANY

By:
Name:
Title:

COCA-COLA INTERAMERICAN CORPORATION

By:
Name:
Title:

SERVICIOS Y PRODUCTOS PARA BEBIDAS REFRESCANTES SRL

By:
Name:
Title:

COCA-COLA DE CHILE S.A.

By:
Name:
Title:

EMBOTELLADORA ANDINA S.A.

By:
Name:
Title:

INVERSIONES FREIRE S.A.

By:
Name:
Title:

INVERSIONES FREIRE DOS S.A.

By:
Name:
Title:

JOSÉ SAID SAFFIE

JOSÉ ANTONIO GARCÉS SILVA (SENIOR)

GONZALO SAID HANDAL

ALBERTO HURTADO FUENZALIDA
INVERSIONES LOS AROMOS LIMITADA

By:
Name:
Title:

PATRICIA CLARO MARCHANT

MARÍA SOLEDAD CHADWICK CLARO

EDUARDO CHADWICK CLARO

MARÍA CAROLINA CHADWICK CLARO

MARÍA DE LA LUZ CHADWICK HURTADO

(Forms of Letters of Adherence to Amended and Restated Shareholders' Agreement)

October 1, 2012

To: the Shareholders under the Agreement.

Dear Sirs,

Reference is made to the Amended and Restated Shareholders' Agreement dated June 25, 2012 in respect of **Embotelladora Andina S.A.** (the "Agreement"), among Embotelladora Andina S.A., The Coca-Cola Company, Coca-Cola Interamerican Corporation, Servicios y Productos Para Bebidas Refrescantes SRL, Coca-Cola de Chile S.A., Inversiones Freire S.A., Inversiones Freire Dos S.A., Inversiones Los Aromos Limitada, and the following individuals: 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. Defined terms used in this letter but not defined herein shall have the meaning attributed thereto in the Agreement.

As provided by Section 4.2 of the Agreement, on the date hereof, and as a consequence of the corporate reorganization of Freire Dos, Inversiones Freire Dos Delta S.A, a corporation organized under the laws of Chile, domiciled at Av. El Golf 99, suite 801, Las Condes Santiago, Chile, Tax. Id. No. 76,238,181-8 (the "New Majority Shareholder") has acquired 3,574,999 Shares issued by Andina (the "Acquired Shares") by way of the allocation made by Freire Two.

In accordance with Section 4.2 of the Agreement, the New Majority Shareholder formally communicates to you that:

- (i) the New Majority Shareholder is exclusively and solely beneficially owned by José Antonio Garcés Silva, through the same legal vehicles he has its investment in Freire Two (Dolavan Finance Inc. and Inversiones Dolavan Chile Limitada);
- (ii) the Acquired Shares shall remain subject to the provisions of the Agreement;
- (iii) the New Majority Shareholder has become a member of the Freire Group;
and
- (iv) the New Majority Shareholder agrees to be bound by the terms and provisions of the Agreement and shall be deemed to be the a successor of Freire Two under the Agreement.

Yours sincerely,

INVERSIONES FREIRE DOS DELTA S.A.

INVERSIONES FREIRE DOS DELTA S.A.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

October 1, 2012

To: the Shareholders under the Agreement.

Dear Sirs,

Reference is made to the Amended and Restated Shareholders' Agreement dated June 25, 2012 in respect of **Embotelladora Andina S.A.** (the "Agreement"), among Embotelladora Andina S.A., The Coca-Cola Company, Coca-Cola Interamerican Corporation, Servicios y Productos Para Bebidas Refrescantes SRL, Coca-Cola de Chile S.A., Inversiones Freire S.A., Inversiones Freire Dos S.A., Inversiones Los Aromos Limitada, and the following individuals: 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. Defined terms used in this letter but not defined herein shall have the meaning attributed thereto in the Agreement.

As provided by Section 4.2 of the Agreement, on the date hereof, and as a consequence of the corporate reorganization of Freire One, Inversiones Freire Delta S.A, a corporation organized under the laws of Chile, domiciled at Av. El Golf 99, suite 801, Las Condes Santiago, Chile, Tax. Id. No. 76,238,937-1 (the "New Majority Shareholder") has acquired 46,426,645 Shares issued by Andina (the "Acquired Shares") by way of the allocation made by Freire One.

In accordance with Section 4.2 of the Agreement, the New Majority Shareholder formally communicates to you that:

- (i) the New Majority Shareholder is exclusively and solely beneficially owned by José Antonio Garcés Silva, through the same legal vehicles he has its investment in Freire One (Dolavan Finance Inc. and Inversiones Dolavan Chile Limitada);
- (ii) the Acquired Shares shall remain subject to the provisions of the Agreement;
- (iii) the New Majority Shareholder has become a member of the Freire Group;
and
- (iv) the New Majority Shareholder agrees to be bound by the terms and provisions of the Agreement and shall be deemed to be the a successor of Freire One under the Agreement.

Yours sincerely,

INVERSIONES FREIRE DELTA S.A.

By: _____
Name: _____
Title: _____

INVERSIONES FREIRE DELTA S.A.

By: _____
Name: _____
Title: _____

October 1, 2012

To: the Shareholders under the Agreement.

Dear Sirs,

Reference is made to the Amended and Restated Shareholders' Agreement dated June 25, 2012 in respect of **Embotelladora Andina S.A.** (the "Agreement"), among Embotelladora Andina S.A., The Coca-Cola Company, Coca-Cola Interamerican Corporation, Servicios y Productos Para Bebidas Refrescantes SRL, Coca-Cola de Chile S.A., Inversiones Freire S.A., Inversiones Freire Dos S.A., Inversiones Los Aromos Limitada, and the following individuals: 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. Defined terms used in this letter but not defined herein shall have the meaning attributed thereto in the Agreement.

As provided by Section 4.2 of the Agreement, on the date hereof, and as a consequence of the corporate reorganization of Freire One, Inversiones Freire Gamma S.A, a corporation organized under the laws of Chile, domiciled at Av. El Golf 99, floor 9, Las Condes Santiago, Chile, Tax. Id. No. 76,238,919-3 (the "New Majority Shareholder") has acquired 46,426,645 Shares issued by Andina (the "Acquired Shares") by way of the allocation made by Freire One.

In accordance with Section 4.2 of the Agreement, the New Majority Shareholder formally communicates to you that:

- (i) the New Majority Shareholder is exclusively and solely beneficially owned by Alberto Hurtado Fuenzalida, through the same legal vehicles he has its investment in Freire One (Hydra Investment and Shipping Corp. and Hydra Inversiones Limitada);
- (ii) the Acquired Shares shall remain subject to the provisions of the Agreement;
- (iii) the New Majority Shareholder has become a member of the Freire Group;
and
- (iv) the New Majority Shareholder agrees to be bound by the terms and provisions of the Agreement and shall be deemed to be the a successor of Freire One under the Agreement.

Yours sincerely,

INVERSIONES FREIRE GAMMA S.A.

By: _____
Name: _____
Title: _____

INVERSIONES FREIRE GAMMA S.A.

By: _____
Name: _____
Title: _____

October 1, 2012

To: the Shareholders under the Agreement.

Dear Sirs,

Reference is made to the Amended and Restated Shareholders' Agreement dated June 25, 2012 in respect of **Embotelladora Andina S.A.** (the "Agreement"), among Embotelladora Andina S.A., The Coca-Cola Company, Coca-Cola Interamerican Corporation, Servicios y Productos Para Bebidas Refrescantes SRL, Coca-Cola de Chile S.A., Inversiones Freire S.A., Inversiones Freire Dos S.A., Inversiones Los Aromos Limitada, and the following individuals: 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. Defined terms used in this letter but not defined herein shall have the meaning attributed thereto in the Agreement.

As provided by Section 4.2 of the Agreement, on the date hereof, and as a consequence of the corporate reorganization of Freire Dos, Inversiones Freire Dos Gamma S.A, a corporation organized under the laws of Chile, domiciled at Av. El Golf 99, floor 9, Las Condes Santiago, Chile, Tax. Id. No. 76,238,176-1 (the "New Majority Shareholder") has acquired 3,574,999 Shares issued by Andina (the "Acquired Shares") by way of the allocation made by Freire Two.

In accordance with Section 4.2 of the Agreement, the New Majority Shareholder formally communicates to you that:

- (i) the New Majority Shareholder is exclusively and solely beneficially owned by Alberto Hurtado Fuenzalida, thorough the same legal vehicles he has its investment in Freire Two (Hydra Investment and Shipping Corp. and Hydra Inversiones Limitada);
- (ii) the Acquired Shares shall remain subject to the provisions of the Agreement;
- (iii) the New Majority Shareholder has become a member of the Freire Group;
- and
- (iv) the New Majority Shareholder agrees to be bound by the terms and provisions of the Agreement and shall be deemed to be the a successor of Freire Two under the Agreement.

Yours sincerely,

INVERSIONES FREIRE DOS GAMMA S.A.

By: _____
Name: _____
Title: _____

INVERSIONES FREIRE DOS GAMMA S.A.

By: _____
Name: _____
Title: _____

October 1, 2012

To: the Shareholders under the Agreement.

Dear Sirs,

Reference is made to the Amended and Restated Shareholders' Agreement dated June 25, 2012 in respect of **Embotelladora Andina S.A.** (the "Agreement"), among Embotelladora Andina S.A., The Coca-Cola Company, Coca-Cola Interamerican Corporation, Servicios y Productos Para Bebidas Refrescantes SRL, Coca-Cola de Chile S.A., Inversiones Freire S.A., Inversiones Freire Dos S.A., Inversiones Los Aromos Limitada, and the following individuals: 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. Defined terms used in this letter but not defined herein shall have the meaning attributed thereto in the Agreement.

As provided by Section 4.2 of the Agreement, on the date hereof, and as a consequence of the corporate reorganization of Freire Dos, Inversiones Freire Dos Beta S.A, a corporation organized under the laws of Chile, domiciled at Av. Andrés Bello 2687, 20 floor, Las Condes Santiago, Chile, Tax. Id. No. 76,238,172-9 (the "New Majority Shareholder") has acquired 3,574,999 Shares issued by Andina (the "Acquired Shares") by way of the allocation made by Freire Two.

In accordance with Section 4.2 of the Agreement, the New Majority Shareholder formally communicates to you that:

- (i) the New Majority Shareholder is exclusively and solely beneficially owned by José Said Saffie, thorough the same legal vehicles he has its investment in Freire Two (Ledimor Financial Corp. and Inversiones Ledimor Chile Limitada);
- (ii) the Acquired Shares shall remain subject to the provisions of the Agreement;
- (iii) the New Majority Shareholder has become a member of the Freire Group;
- and
- (iv) the New Majority Shareholder agrees to be bound by the terms and provisions of the Agreement and shall be deemed to be the a successor of Freire Two under the Agreement.

Yours sincerely,

INVERSIONES FREIRE DOS BETA S.A.

By: _____
Name: _____
Title: _____

INVERSIONES FREIRE DOS BETA S.A.

By: _____
Name: _____
Title: _____

October 1, 2012

To: the Shareholders under the Agreement.

Dear Sirs,

Reference is made to the Amended and Restated Shareholders' Agreement dated June 25, 2012 in respect of **Embotelladora Andina S.A.** (the "Agreement"), among Embotelladora Andina S.A., The Coca-Cola Company, Coca-Cola Interamerican Corporation, Servicios y Productos Para Bebidas Refrescantes SRL, Coca-Cola de Chile S.A., Inversiones Freire S.A., Inversiones Freire Dos S.A., Inversiones Los Aromos Limitada, and the following individuals: 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. Defined terms used in this letter but not defined herein shall have the meaning attributed thereto in the Agreement.

As provided by Section 4.2 of the Agreement, on the date hereof, and as a consequence of the corporate reorganization of Freire One, Inversiones Freire Beta S.A, a corporation organized under the laws of Chile, domiciled at Av. Andrés Bello 2687, 20 floor, Las Condes Santiago, Chile, Tax. Id. No. 76,238,934-7 (the "New Majority Shareholder") has acquired 46,426,645 Shares issued by Andina (the "Acquired Shares") by way of the allocation made by Freire One.

In accordance with Section 4.2 of the Agreement, the New Majority Shareholder formally communicates to you that:

- (i) the New Majority Shareholder is exclusively and solely beneficially owned by José Said Saffie, thorough the same legal vehicles he has its investment in Freire One (Ledimor Financial Corp. and Inversiones Ledimor Chile Limitada);
- (ii) the Acquired Shares shall remain subject to the provisions of the Agreement;
- (iii) the New Majority Shareholder has become a member of the Freire Group;
and
- (iv) the New Majority Shareholder agrees to be bound by the terms and provisions of the Agreement and shall be deemed to be the a successor of Freire One under the Agreement.

Yours sincerely,

INVERSIONES FREIRE BETA S.A.

By: _____
Name: _____
Title: _____

INVERSIONES FREIRE BETA S.A.

By: _____
Name: _____
Title: _____

[TRANSLATED FROM SPANISH]

TERMINATION OF CUSTODY AGREEMENT

This document is made and entered into in Santiago de Chile, as of this 28th day of September, 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, for the purposes of this document domiciled at Avenida El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 96.450.000-2, herein represented by Messrs. José Said Saffie and José Antonio Garcés Silva;

INVERSIONES FREIRE DOS S.A. (formerly “Inversiones Freire Dos Limitada”) (“Freire Dos”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at Avenida El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 78.816.440-8, herein represented by Messrs. José Said Saffie and José Antonio Garcés Silva (for the purposes of this document, Freire Uno and Freire Dos will be collectively referred to hereinafter as the “Grantors”);

BANCO DE CHILE (“Banco de Chile”), a banking corporation duly organized and existing under the laws of Chile, in its capacity as the legal successor of CITIBANK, N.A., Chile Branch (“Citibank Chile”), both domiciled for the purposes of this document at Avenida Andrés Bello 2687, 3rd Floor, Las Condes, Santiago, herein represented by Messrs. Antonio Blázquez Dubreuil and Uri Heiz Manz Leclerc, which acted on behalf of CITIBANK, N.A.;

THE COCA-COLA COMPANY (“TCCC”), 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, 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, Tax Identification No. 59.053.710-1, for the purposes of this document domiciled at One Coca-Cola Plaza, N.W., Atlanta, Georgia, United States of America, 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, Tax Identification No. 59.053.720-9, for the purposes of this document domiciled at One Coca-Cola Plaza, N.W., Atlanta, Georgia, United States of America, herein represented by Ms. Sylvia Chamorro Giné, (for the purposes of this document, TCCC, Interamerican and SPBR, will be collectively referred to hereinafter as the “Beneficiaries”); and

EMBOTELLADORA ANDINA S.A. (“Andina”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at Avenida El Golf 40, 4th Floor, Las Condes, Santiago, Tax Identification No. 91.144.000-8, herein represented by Messrs. Andrés Wainer Pollack and Jaime Cohen Arancibia; parties of the second part; all the appearing parties are of age and agree as follows:

RECITALS

WHEREAS by private document executed on September 5, 1996 and amended on December 17, 1996, Freire Uno, Freire Dos, TCCC, Interamerican, SPBR (formerly called Coca-Cola de Argentina S.A.), Andina and Citibank Chile entered into an Option Agreement and a Custody Agreement (hereinafter referred to as the “Option and Custody Agreement”);

WHEREAS in Section Eleven of the Option and Custody Agreement, the Grantors and Citibank Chile entered into a custody agreement for the Shares under the Option (as such terms are defined in the Option and Custody Agreement), being the Grantors bound to pay Citibank, for the rendering of the services set forth in such custody agreement, the fees agreed upon in such document. On the other hand, the Grantors, Citibank Chile and the Beneficiaries agreed and accepted therein that the provisions of such custody agreement are, certainly, irrevocable;

WHEREAS, for the purpose of no longer incurring in the costs associated to the custody agreement, the Grantors want to terminate the custody agreement entered into with Citibank Chile; and

WHEREAS the Grantors have requested Interamerican to accept and take in custody, free of charge, the Shares included in the Option, in such a way that, immediately upon the termination of the aforementioned agreement with Citibank Chile, the Grantors will enter into with Interamerican, as part of the Option and Custody Agreement, a custody agreement to such end;

NOW, THEREFORE, and pursuant to the foregoing, the parties that appear herein in the capacities mentioned above, agree as follows:

FIRST: Termination of the custody agreement entered into between the Grantors and Citibank Chile.

The Grantors and Banco de Chile, in its capacity as legal successor of Citibank Chile, duly represented as indicated above, herein terminate the custody agreement entered into by and between them as set forth in Section Eleven of the Option and Custody Agreement.

On the one hand, as instructed by the Grantors, Banco de Chile herein physically delivers to Interamerican the certificates which evidence all the Shares held in custody by Citibank Chile, as detailed below:

Certificate No.	Number of Shares
1,171	80,784,896
1,172	39,851,548
1,173	1,964,554
1,174	17,265,921
1,175	621,792
1,176	1,201,472
1,177	1,141,399
1,178	1,053,688
1,179	19,283,649
1,180	2,402,944
1,181	9,227,000
1,182	15,000
1,183	726,261
1,184	10,161,845
3,906	14,300,000

On the other hand, Interamerican, duly represented as indicated above, herein acknowledges satisfactory receipt of all the certificates detailed above.

The Grantors and Banco de Chile mutually and reciprocally grant a full and complete release in connection with the custody agreement entered into by and between them, as set forth in Section Eleven of the Option and Custody Agreement and declare that they release each other from any and all liabilities and claims that they may have arising from such Agreement.

The Beneficiaries and Andina state that they agree to the termination of the custody agreement between the Grantors and Banco de Chile, pursuant to the foregoing provisions.

SECOND: Scope.

It is expressly stated that the amendment to the Option and Custody Agreement agreed and accepted herein solely relates to Section Eleven of such agreement and, therefore, nothing in this document intends to or shall have the effect of modifying in any way the terms and provisions of the Option and Custody Agreement other than Section Eleven thereof and the remaining terms and provisions will continue in full force. Furthermore, Freire Uno and Freire Dos expressly declare that this document does not alter in any way the rights to which the Beneficiaries are entitled under the Option and Custody Agreement, including but not limited to the Option (as this term is defined in the Option and Custody Agreement), and therefore, all the rights to which the Beneficiaries are entitled pursuant to the aforementioned Option and Custody Agreement remain in full force.

*[The rest of this page intentionally left blank.
Section Third and signature pages follow.]*

THIRD: Counterparts.

This document is executed in seven counterparts each of which shall be deemed an original and signed on the same date, one for each of the appearing parties.

p.p. Inversiones Freire S.A.

p.p. Inversiones Freire Dos S.A.

p.p. Banco de Chile
(legal successor of Citibank, N.A., Chilean Branch)

p.p. The Coca-Cola Company

p.p. Coca-Cola Interamerican Corporation

p.p. Servicios y Productos para Bebidas Refrescantes S.R.L.

p.p. Embotelladora Andina S.A.

[TRANSLATED FROM SPANISH]

CERTIFICATION
AND
AMENDMENT TO
OPTION AGREEMENT
AND
CUSTODY AGREEMENT

This document is made and entered into in Santiago de Chile, as of this 28th day of September, [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, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 96.450.000-2, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE ALFA S.A. (“Freire Uno Alfa”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.934-7, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE BETA S.A. (“Freire Uno Beta”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.934-7, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE GAMMA S.A. (“Freire Uno Gamma”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.937-1, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE DELTA S.A. (“Freire Uno Delta”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.937-1, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE DOS S.A. (formerly “Inversiones Freire Dos Limitada”) (“Freire Dos”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 78.816.440-8, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE DOS ALFA S.A.] (“Freire Dos Alfa”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.167-2, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE DOS BETA S.A. (“Freire Dos Beta”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.172-9, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE DOS GAMMA S.A. (“Freire Dos Gamma”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.176-1, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal;

INVERSIONES FREIRE DOS DELTA S.A. (“Freire Dos Delta”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at El Golf 150, 18th Floor, Las Condes, Santiago, Tax Identification No. 76.238.181-8, herein represented by Messrs. José Said Saffie, José Antonio Garcés Silva, Arturo Majlis Albala and Gonzalo Said Handal (for the purposes of this document, Freire Uno, Freire Uno Alfa, Freire Uno Beta, Freire Uno Gamma, Freire Uno Delta, Freire Dos, Freire Dos Alfa, Freire Dos Beta, Freire Dos Gamma and Freire Dos Delta will be collectively referred to hereinafter as the “Grantors” or the “Owners”); 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 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, herein represented by Mr. [•],

COCA-COLA DE CHILE S.A. (“CCDC”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at Avenida Kennedy 5757, 12th Floor, Comuna de Las Condes, Santiago, Tax Identification No. 96.714.870-9, herein represented by Ms. Roberta Cabral Valenca and Ms. Sylvia Lorena Chamorro Giné;

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 No. 59.053.720-9, herein represented by Ms. Sylvia Chamorro Giné; (for the purposes of this document, TCCC, CCDC and SPBR will also be collectively referred to hereinafter as the “Beneficiaries”);

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 No. 59.053.710-1, herein represented by Mr. [•]; and

EMBOTELLADORA ANDINA S.A. (“Andina”), a corporation duly organized and existing under the laws of Chile, for the purposes of this document domiciled at Avenida El Golf 40, 4th Floor, Las Condes, Santiago, Tax Identification No. 91.144.000-8, herein represented by Messrs. Andrés Wainer Pollack and Jaime Cohen Arancibia; parties of the second part; all the appearing parties are of legal age and agree as follows:

RECITALS

WHEREAS by private document executed on September 5, 1996 and amended on December 17, 1996, Freire Uno, Freire Dos, TCCC, Interamerican, SPBR (formerly 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 in favour of TCCC, Interamerican and SPBR (formerly Coca-Cola de Argentina S.A.), 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 established in such document, the Grantors shall be bound to sell all (and not less than all) the Shares (as such term is defined in the Option Agreement) 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 (formerly Coca-Cola de Argentina S.A.), 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 were 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;

WHEREAS on October 11, 2006, pursuant to the provisions of Sections 4.1 and 6.3 of the Shareholders' Agreement, CCDC and Interamerican gave written notice to Andina, Freire Uno and Freire Dos, that on October 6, 2006, Interamerican made a permitted transfer of its Series A and Series B shares of Andina to CCDC, stating to such effect (i) that the transferred shares will continue to be subject to the terms of the Shareholders' Agreement, and (ii) that CCDC agrees to be bound by the terms of the Shareholders' Agreement;

WHEREAS considering that the Option Agreement was entered into by Interamerican in direct connection with the resolutions adopted by Interamerican as a party to the Shareholders' Agreement, and that CCDC agreed to be bound by the terms of the Shareholders' Agreement pursuant to the permitted transfer of shares in Andina made by Interamerican, CCDC currently has all the rights granted to and obligations undertaken by Interamerican under the Option Agreement, and in particular, the right of option set forth therein;

WHEREAS on June 25, 2012, Andina, TCCC, Interamerican, SPBR, CCDC, Freire Uno, Freire Dos and Inversiones Los Aromos Limitada, among others, amended the Shareholders' Agreement, and to such end executed an agreement referred to as the “Amended and Restated Shareholders' Agreement”, which was amended on August 31, 2012;

WHEREAS Freire Uno has undergone a restructuring process through which it was demerged into the surviving entity Freire Uno and four new corporations, to wit, Freire Uno Alfa, Freire Uno Beta, Freire Uno Gamma and Freire Uno Delta (these five corporations will be collectively referred to hereinafter as “Grupo Freire Uno”). As a result of this demerger, all shares issued by Andina held by Freire Uno, except 23 shares, were allotted to the companies that are part of Grupo Freire Uno as follows: Freire Uno Alfa received 46,426,645 shares of Andina, Freire Uno Beta received 46,426,645 shares of Andina, Freire Uno Gamma received 46,426,645 shares of Andina, and Freire Uno Delta received 46,426,645 shares of Andina. To date, the registration of the shares issued by Andina in the name of each of the respective companies of Grupo Freire Uno to which they were allotted as indicated above is still pending. Along with such registration, the

current shareholders of each of Freire Uno Alfa, Freire Uno Beta, Freire Uno Gamma and Freire Uno Delta will exchange their respective shares in each of such companies, in such a way that the current shareholders of each of the companies of Grupo Freire Uno will hold shares in the companies of Grupo Freire Uno as indicated below:

- a) Wilsim Corporation, Tax Identification No. 59.006.660-5 and Inversiones Santa Virginia Limitada, Tax Identification No. 78.324.940-5 will be the sole shareholders of Freire Uno Alfa;
- b) Ledimor Financial Corp., Tax Identification No. 59.038.220-5 and Inversiones Ledimor Chile Limitada, Tax Identification No. 77.862.680-2 will be the sole shareholders of Freire Uno Beta;
- c) Hydra Investment and Shipping Corp., Tax Identification No. 59.033.840-0 and Hydra Inversiones Limitada, Tax Identification No. 77.861.620-3 will be the sole shareholders of Freire Uno Gamma; and
- d) Dolavan Finance Inc., Tax Identification No. 59.038.210-8 and Inversiones Dolavan Chile Limitada, Tax Identification No. 77.861.410-3 will be the sole shareholders of Freire Uno Delta.

Additionally, it is hereby stated that Freire Uno maintains as shareholders the companies identified as shareholders of Freire Uno Alfa, Freire Uno Beta, Freire Uno Gamma and Freire Uno Delta in a), b), c) and d) above.

WHEREAS Freire Dos has undergone a restructuring process through which it was demerged into the surviving company Freire Dos and four new corporations, to wit, Freire Dos Alfa, Freire Dos Beta, Freire Dos Gamma and Freire Dos Delta (these five corporations will be collectively referred to hereinafter as “**Grupo Freire Dos**” and the latter, together with Grupo Freire Uno will be referred to as “**Grupo Freire**”). As a result of this demerger, all shares issued by Andina held by Freire Dos, except four shares, were allotted to the companies that are part of Grupo Freire Dos as follows: Freire Dos Alfa received 3,574,999 shares of Andina, Freire Dos Beta received 3,574,999 shares of Andina, Freire Dos Gamma received 3,574,999 shares of Andina, and Freire Dos Delta received 3,574,999 shares of Andina. To date, the registration of the shares issued by Andina in the name of each of the respective companies of Grupo Freire Dos to which they were allotted as indicated above is still pending. Along with such registration, the current shareholders of each of Freire Dos Alfa, Freire Dos Beta, Freire Dos Gamma and Freire Dos Delta will exchange their respective shares in each of such companies, in such a way that the current shareholders of each of the companies of Grupo Freire Dos will hold shares in the companies of Grupo Freire Dos as indicated below:

- a) Wilsim Corporation, Tax Identification No. 59.006.660-5 and Inversiones Santa Virginia Limitada, Tax Identification No. 78.324.940-5 will be the sole shareholders of Freire Dos Alfa;
- b) Ledimor Financial Corp., Tax Identification No. 59.038.220-5 and Inversiones Ledimor Chile Limitada, Tax Identification No. 77.862.680-2 will be the sole shareholders of Freire Dos Beta;
- c) Hydra Investment and Shipping Corp., Tax Identification No. 59.033.840-0 and Hydra Inversiones Limitada, Tax Identification No. 77.861.620-3 will be the sole shareholders of Freire Dos Gamma; and
- d) Dolavan Finance Inc., Tax Identification No. 59.038.210-8 and Inversiones Dolavan Chile Limitada, Tax Identification No. 77.861.410-3 will be the sole shareholders of Freire Dos Delta.

Additionally, it is hereby stated that Freire Dos maintains as shareholders the companies identified as shareholders of Freire Dos Alfa, Freire Dos Beta, Freire Dos Gamma and Freire Dos Delta in a), b), c) and d) above.

WHEREAS the shareholders of the companies of Grupo Freire are part of the “Controlling Group of the Grantors”, as this term is defined in the Option Agreement;

WHEREAS in Section Eleven of the Option Agreement, Freire Uno, Freire Dos and Citibank N.A. entered into a custody agreement for the Shares under the Option (as such terms are defined in the Option Agreement), in which Freire Uno and Freire Dos agreed to pay Citibank, for the services to be rendered under such custody agreement, the fees set forth in such document. On the other hand, Freire Uno, Freire Dos, Citibank N.A. and the Beneficiaries agreed and accepted therein that the provisions of such custody agreement are, certainly, irrevocable;

WHEREAS, by means of a private agreement entered into on this same date, Freire Uno and Freire Dos have terminated the custody agreement entered into with Citibank, N.A. in Section Eleven of the Option Agreement, which was accepted in said private agreement by the Beneficiaries and Andina, in respect to what is relevant to them; and

WHEREAS the Owners have requested Interamerican to accept and gratuitously hold in custody the Shares included in the Option, and consequently, immediately following termination of the aforementioned custody agreement with Citibank, the Owners have requested Interamerican to enter into, as a party to the Option Agreement, a custody agreement to such end;

NOW, THEREFORE, and in view of the foregoing, the parties that appear herein in the capacities mentioned above, agree (i) to expressly state that Grupo Freire Uno and Grupo Freire Dos also take on all rights granted to and obligations undertaken by Freire Uno y Freire Dos, respectively, under the Option Agreement; (ii) to register in a document that CCDC is the holder of all rights granted to and obligations undertaken by Interamerican under the Option Agreement; and (iii) to amend Section Eleven of the Option Agreement, all the foregoing in accordance with the following provisions:

ONE: Grantors and Beneficiaries under the Option Agreement.

The parties to this document agree to put on written record the following:

- 1.1. As a result of the company restructuring process undergone by each of Freire Uno and Freire Dos as indicated in the recitals of this document, (i) Freire Uno continues to be a party to the Option Agreement, and Freire Uno Alfa, Freire Uno Beta, Freire Uno Gamma and Freire Uno Delta also take on all the rights and obligations of Freire Uno under the Option Agreement; and (ii) Freire Dos continues to be a party to the Option Agreement, and Freire Dos Alfa, Freire Dos Beta, Freire Dos Gamma and Freire Dos Delta also take on all the rights and obligations of Freire Dos under the Option Agreement; and (iii) the companies of Grupo Freire are solely and exclusively owned, indirectly, by one or more of the Controlling Group of the Grantors.
- 1.2. As a result of the permitted transfer of the shares issued by Andina made by Interamerican to CCDC as indicated in the recitals of this document, and since CCDC agreed to be bound by the terms of the Shareholders' Agreement, CCDC assumes all the rights and obligations of Interamerican under the Option Agreement, and in particular the right of option provided therein, which became effective with the written notice given by CCDC and Interamerican to Andina, Freire Uno and Freire Dos on October 11, 2006 regarding the aforementioned permitted transfer. In this way, the current

Beneficiaries and holders of the right of option set forth in the Option Agreement are and have been since such date, TCCC, CCDC and SPBR.

TWO: Custody agreement between the Owners and Interamerican

- 2.1. By means of this instrument, Grupo Freire, also referred to as the Owners, and Interamerican, hereinafter also referred to as the “Custodian”, both duly represented as indicated above in this document, herein enter a gratuitous custody agreement with respect to the Shares included in the Option granted in the Option Agreement, and all those Shares to which such Option is applicable pursuant to the provisions of the Option Agreement.
- 2.2. For all legal purposes, it shall be deemed that the custody agreement entered into herein corresponds to Section Eleven of the Option Agreement, which is an integral part hereof. For such purposes, and as instructed by the Owners, Citibank, N.A. (herein represented by Banco de Chile, in its capacity as the legal successor of Citibank, N.A., Chilean Branch, which also acted on behalf of Citibank, N.A.) has physically delivered to the Custodian the certificates of the Shares allotted by Freire Uno and Freire Dos to the companies of Grupo Freire, as indicated below:

Certificate No.	Number of Shares
1,171	80,784,896
1,172	39,851,548
1,173	1,964,554
1,174	17,265,921
1,175	621,792
1,176	1,201,472
1,177	1,141,399
1,178	1,053,688
1,179	19,283,649
1,180	2,402,944
1,181	9,227,000
1,182	15,000
1,183	726,261
1,184	10,161,845
3,906	14,300,000

Additionally, Freire Uno herein delivers to the Custodian Certificate No. 35,663 for 4,634 Shares, which were not deposited with Citibank, N.A.

- 2.3. Grupo Freire instructs the Custodian to request Andina to register the Shares in the Shareholder Register of the latter in the name of each of the companies of Grupo Freire, pursuant to the demerger of Freire Uno and Freire Dos, as indicated in the recitals of this document, and to collect on behalf of the Owners the new certificates of Shares in the name of the Owners to be issued to replace the share certificates indicated above. For such purposes, each of the companies that are part of Grupo Freire herein delivers to the Custodian the documents that evidence the allotment of Shares, and herein grants the Custodian sufficient powers to such end. Once the Custodian has collected the new certificates of Shares, such certificates will be held in custody by the Custodian.
- 2.4. The certificates of Shares already received and to be received by the Custodian will be held in custody by the Custodian, which will therefore be responsible for them. However, the Custodian, in the exercise of its duties, will solely be liable in case of gross negligence, and especially, will not be liable for any

loss or damage due to circumstances or causes beyond its control, including but not limited to nationalization, expropriation, acts of war, terrorism, insurrection, revolution, civil riots, demonstrations and strikes of personnel other than that of the Custodian or force majeure.

2.5. The custody agreement entered into in this Section shall be subject to the following terms:

(a) In case it were necessary, for any reason, to change, substitute or replace all or any of the certificates of Shares received in custody, or in case of subscription of new Shares of Andina by the Owners, or in the event of demerger or merger of Andina, it shall be the duty of the Owners, as pertinent in each case, to change and/or collect the new certificates of Shares to be issued for such purposes, the certificates of the subscribed Shares, the certificates of Shares of the new company or companies to be formed and which belong to the Owners as holders of the Shares of Andina, and/or the certificates of Shares of the surviving company or the new company to be created and which replace the Shares of Andina held by the Owners; and physically deliver such certificates to the Custodian, which will be subject to this custody agreement.

Notwithstanding the foregoing, and without prejudice to the Owner's obligation, in all the cases previously stated in (a) above, the Custodian is herein granted full powers (but is in no case obliged to), as an irrevocable mandate, to replace and/or collect, as appropriate, on behalf of the Owners, upon prior request of one or any of the Owners or the Beneficiaries, the new certificates of Shares issued for the purposes of changing, substituting or replacing all or any of the certificates of Shares held in custody, the certificates of the subscribed Shares, the certificates of Shares of the new company or companies to be formed and which belong to them as holders of the Shares of Andina, and/or the certificates of Shares of the surviving company or the new company to be created and which replace the Shares of Andina held by the Owners, which will be subject to this custody agreement.

(b) This custody agreement will also apply to certain Shares of Andina that the Owners may acquire from third parties other than Andina, in which case such Owners shall immediately deliver the respective certificates to the Custodian.

(c) The Custodian shall be bound to receive and safekeep the certificates under this custody agreement and shall hold them in custody indefinitely and shall not restore them to the Owners, unless the Owners exhibit an authorization executed through public deed by a representative of one or more of the Beneficiaries with sufficient powers. Notwithstanding the foregoing, the Custodian covenants to restore each and every certificate held in custody to TCCC, CCDC and SPBR, upon request of any of them, who, for such purposes, shall solely provide the Custodian with a written statement in which any of them asserts that any Condition to Exercise has occurred, a Process to Exercise the Option has been brought, the Valuation has been determined (stating the amount thereof) and it has irrevocably decided to exercise the purchase Option set forth in the Option Agreement.

The Custodian will immediately inform the Grantors that it has delivered the certificates of Shares of Andina.

(d) The Custodian undertakes to regularly (quarterly) provide TCCC, CCDC and SPBR with a report on the certificates of Shares of the Owners held in custody under this agreement, as well as to provide prompt notice of any communication given to them by the Owners pursuant to the provisions of this section. The execution of this custody agreement will not imply a limitation of the Owners' shareholder rights with respect to the Shares thereof, other than the rights to encumber and dispose of such shares. In other words, the Owners, may, freely and without the intervention of the Custodian or the authorization of the Beneficiaries, claim and collect dividends, vote at shareholders' meetings as provided in the Option Agreement, subscribe capital increases and assign options to subscribe Shares arising from capital increases.

(e) The Custodian shall deliver the Shares of the Option to the Grantors in the event this agreement is terminated in accordance with the provisions of Section Eight of the Option Agreement and provided that a letter confirming such circumstance, signed by a legal representative of the Beneficiaries is submitted to it.

(f) In fulfilling its obligations under this agreement, the Custodian may only act, and it is herein authorized to rely on and act in accordance with the instructions received by the Custodian from any Authorized Person (as defined below) in the forms indicated for each case in this agreement (the “Instructions”), on the understanding that:

- (i) The Instructions shall remain in force until they are fulfilled, cancelled or replaced;
- (ii) If in the opinion of the Custodian, the Instructions are unclear and/or ambiguous, the Custodian shall make its best efforts to seek clarification thereof. If such clarification is not obtained in a timely fashion, the Custodian may, at its own reasonable discretion and without liability of any kind, refuse to comply therewith until any ambiguity has been resolved to its satisfaction;
- (iii) The Instructions will be complied in accordance with the rules, operating procedures and market practices in force in the place where they must be fulfilled. The Custodian may also refuse to execute those Instructions that, in its opinion, are contrary to any law, rule or regulation, upon notice thereof to the Owners and the Beneficiaries;
- (iv) The Custodian may rely in good faith on the permanent representation of any Authorized Person (as defined below) until receipt by the Custodian of written notice to the contrary from the Owners or the Beneficiaries, as the case may be; and,
- (v) “Authorized Person” means any director, employee or agent of the Owners or the Beneficiaries, as appropriate, who has been authorized by means of a written communication given to the Custodian, to act on behalf of the Owners or the Beneficiaries, to perform any action, procedure or obligation under this agreement.

(g) The Owners shall indemnify and hold the Custodian and any of its designees and agents from and against any losses, liabilities and costs, including but not limited to, attorneys' fees and expenses, directly or indirectly resulting from the execution by the Custodian, its designees or agents, of the Instructions on which they in good faith rely as to be given by Authorized Persons of the Owners.

Additionally, and particularly considering that this custody agreement has been entered into by Interamerican at the request of the Owners and the gratuitous nature of the assignment entrusted to Interamerican, the Owners agree to indemnify and hold Interamerican and any of its designees or agents harmless from and against any losses, damages, expenses or liabilities (including reasonable attorneys' fees and costs associated with this indemnity) resulting from the execution of the assignment entrusted herein.

(h) The Custodian shall not receive any compensation for the services to be provided under this agreement.

2.6. The Beneficiaries expressly agree to what is provided in their benefit and interest by the Owners and the Custodian in this section, in such a way that they will have powers to claim compliance with the obligations undertaken by them in this regard. The Owners, the Custodian and the Beneficiaries further agree and accept that the provisions of this custody agreement are, certainly, irrevocable.

In any case, the Owners and the Beneficiaries may agree in writing to the early termination of this custody agreement.

THREE: Scope of the amendment.

It is expressly stated that the amendment to the Option Agreement agreed and accepted herein solely relates to Section Eleven of such agreement and, therefore, nothing in this document intends to or shall have the effect of modifying in any way the terms and provisions of the Option Agreement other than Section Eleven thereof and the remaining terms and provisions will continue in full force. Furthermore, Grupo Freire expressly declares that this document does not alter in any way the rights to which the Beneficiaries are entitled under the Option Agreement, including but not limited to the Option, and therefore, all the rights to which the Beneficiaries are entitled pursuant to the aforementioned Option Agreement remain in full force.

FOUR: Representation of Andina.

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

FIVE: Registration.

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

*[The rest of this page intentionally left blank.
Section Six and signature pages follow.]*

SIX: Counterparts.

This document is executed in 15 counterparts each of which shall be deemed an original and signed on the same date, one for each of the appearing parties.

p.p. Inversiones Freire S.A.
p.p. Inversiones Freire Alfa S.A.
p.p. Inversiones Freire Beta S.A.
p.p. Inversiones Freire Gamma S.A.
p.p. Inversiones Freire Delta S.A.
p.p. Inversiones Freire Dos S.A.
p.p. Inversiones Freire Dos Alfa S.A.
p.p. Inversiones Freire Dos Beta S.A.
p.p. Inversiones Freire Dos Gamma S.A.
p.p. Inversiones Freire Dos Delta S.A.

p.p. Inversiones Freire S.A.
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p.p. Inversiones Freire Beta S.A.
p.p. Inversiones Freire Gamma S.A.
p.p. Inversiones Freire Delta S.A.
p.p. Inversiones Freire Dos S.A.
p.p. Inversiones Freire Dos Alfa S.A.
p.p. Inversiones Freire Dos Beta S.A.
p.p. Inversiones Freire Dos Gamma S.A.
p.p. Inversiones Freire Dos Delta S.A.

p.p. Inversiones Freire S.A.
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p.p. Inversiones Freire Delta S.A.
p.p. Inversiones Freire Dos S.A.
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p.p. Inversiones Freire Dos Beta S.A.
p.p. Inversiones Freire Dos Gamma S.A.
p.p. Inversiones Freire Dos Delta S.A.

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p.p. Inversiones Freire Delta S.A.
p.p. Inversiones Freire Dos S.A.
p.p. Inversiones Freire Dos Alfa S.A.
p.p. Inversiones Freire Dos Beta S.A.
p.p. Inversiones Freire Dos Gamma S.A.
p.p. Inversiones Freire Dos Delta S.A.

p.p. The Coca-Cola Company

p.p. Coca-Cola de Chile S.A.

p.p. Servicios y Productos para Bebidas Refrescantes S.R.L.

p.p. The Coca-Cola Interamerican Corporation

p.p. Embotelladora Andina S.A.

[TRANSLATED FROM SPANISH]

AMENDMENT
TO
OPTION AGREEMENT
AND
CUSTODY AGREEMENT

This agreement is made and entered into in Santiago de Chile, as of October 1, 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 for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 96.450.000-2, herein represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE ALFA S.A. (“Freire Uno Alfa”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 76.238.936-3, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE BETA S.A. (“Freire Uno Beta”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 76.238.934-7, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE GAMMA S.A. (“Freire Uno Gamma”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 76.238.919-3, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE DELTA S.A. (“Freire Uno Delta”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 76.238.937-1, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE DOS S.A., formerly “Inversiones Freire Dos Limitada” (“Freire Dos”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 78.816.440-8, herein represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE DOS ALFA S.A. (“Freire Dos Alfa”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las

Condes, Santiago, Tax Identification Number 76.238.167-2, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE DOS BETA S.A. (“Freire Dos Beta”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 76.238.172-9, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE DOS GAMMA S.A. (“Freire Dos Gamma”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 76.238.176-1, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal;

INVERSIONES FREIRE DOS DELTA S.A. (“Freire Dos Delta”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf 150, Piso 18, Las Condes, Santiago, Tax Identification Number 76.238.181-8, represented by Mr José Said Saffie, Mr José Antonio Garcés Silva, Mr Arturo Majlis Albala and Mr Gonzalo Said Handal (for the purposes of this agreement Freire Uno, Freire Uno Alfa, Freire Uno Beta, Freire Uno Gamma, Freire Uno Delta will together be hereinafter referred to as “Grupo Freire Uno” and Freire Dos, Freire Dos Alfa, Freire Dos Beta, Freire Dos Gamma, Freire Dos Delta as “Grupo Freire Dos”, and Grupo Freire Uno and Grupo Freire Dos will together be 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 for the purposes of this agreement at Avenida Nueva Tajamar 481, Piso 4, Torre Sur, Las Condes, Santiago, Tax Identification Number 79.689.020-7, herein represented by Ms Patricia Claro Marchant, Mr Eduardo Chadwick Claro and Ms Maria de la Luz Chadwick Hurtado (for the purposes of this agreement, 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 Delaware, United States of America, domiciled for the purposes of this agreement 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 corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida Kennedy 5757, Piso 12, Las Condes, Santiago, Tax Identification Number 96.714.870-9, herein represented by Ms Roberta Cabral Valenca and Ms Sylvia Lorena Chamorro Giné, 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, domiciled for the purposes of this agreement at One Coca-Cola Plaza, N.W., Atlanta, Georgia, United States of America, Tax Identification Number 59.053.720-9, herein represented by Ms Sylvia Lorena Chamorro Giné;

COCA-COLA INTERAMERICAN CORPORATION (“Interamerican”), a corporation duly organized and existing under the laws of the State of Delaware, United States of America, 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 agreement, Interamerican, TCCC, CCDC and SPBR, , hereinafter will be jointly referred to as the “Beneficiaries”); and

EMBOTELLADORA ANDINA S.A. (“Andina” or the “issuer company”), a corporation duly organized and existing under the laws of Chile, domiciled for the purposes of this agreement at Avenida El Golf, Piso 4, Las Condes, Santiago, Tax Identification Number 91.144.000-8, herein represented by Mr Andrés Wainer Pollack and Mr Jaime Cohen Arancibia; the parties of the second part, all being of legal age, agree as follows:

RECITALS

WHEREAS by private document executed on September 5, 1996, and amended on December 17, 1996, Freire Uno, Freire Dos, 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 matters, 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 no less than all) of the Shares of Andina held by them at such date, as well as all (and no less than all) of 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 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 this company are established (*Shares*, as defined in the Shareholders' Agreement), among other matters;

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 accordance with the resolutions adopted by the parties to the Shareholders' Agreement, who also agreed to its execution;

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

WHEREAS on June 25, 2012, Andina, TCCC, Interamerican, SPBR, CCDC, Freire Uno, Freire Dos and Grupo Aromos, among others, executed an agreement referred to as the “Amended and Restated Shareholders' Agreement”, amended on August 31, 2012, which sets out the restrictions on the transfer of certain shares issued by Andina held by the parties to said agreement, as well as other matters relating to Andina's administration; and

WHEREAS on September 28, 2012, an Amendment of the Option Agreement was agreed, by means of which (i) it was certified that CCDC is the holder of all the rights and undertakes to perform all the obligations previously held and undertaken by Interamerican under the Option Agreement and that all the corporations forming part of Grupo Freire are parties and owe duties under the Option Agreement; and (ii) Grupo Freire and Interamerican amended clause Eleven of the Option Agreement, replacing it by a gratuitous bailment agreement in which Grupo Freire bailed to Interamerican the Shares included in the Option granted by the Option Agreement;

WHEREAS on September 28, 2012, by means of a notarial instrument, a “Formal Deed of Merger” has been executed, which states that the Merger will be completed as of October 1, 2012;

WHEREAS as a result of the Merger **(a)** Grupo Freire Uno is the holder of 185,706,603 Series A shares issued by Andina, which represent approximately 39.2374% of Andrina's Series A share capital; **(b)** Grupo Freire Dos is the holder of 14,300,000 Series A shares issued by Andina, which represent approximately 3.0214% of Andina's Series A share capital; and **(c)** Grupo Aromos is the holder of 52,989,381 Series A shares issued by Andina, which represent approximately 11.19598% of Andina's Series A share capital; and

WHEREAS as a result of the incorporation of Grupo Aromos and Interamerican as shareholders in Andina by virtue of the Merger, the parties to this agreement deem it appropriate that, 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 shall be modified as follows:

- 1.1. All rights and obligations of Grupo Freire under the Option Agreement, in particular 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 and obligations of Grupo Freire in Section Eleven of the Option Agreement apply only to Grupo Freire and not to Grupo Aromos.
- 1.2. All the rights and obligations of TCCC, CCDC and SPBR under the Option Agreement, in particular the Option granted to them under said agreement, will also apply to and be 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 and Grupo Aromos to TCCC, CCDC, SPBR and Interamerican, any of the latter being entitled to exercise it subject to the terms and conditions established in the Option Agreement. However, regarding the Conditions of Exercise of the Option set out in Sections Five (i) to (iv) inclusive of the Option Agreement, all of the “Majority Shareholders” listed in the Amended Shareholders' Agreement as well as those who may, pursuant to the terms and conditions of the Amended Shareholders' Agreement, become “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 definition “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 Los Aromos.

2.1 Los Aromos expressly states that it is the intention of the current partners of Los Aromos to divide this corporation, assigning all the shares issued by Andina held by Los Aromos to five new corporations, in such a way that each of the current partners in Los Aromos has a separate shareholding in Andina.

2.2 Consequently, the Beneficiaries, Grupo Freire and Los Aromos agree that Los Aromos shall have powers to divide itself and allocate the Shares issued by Andina to the new corporations resulting from such a division, provided the following copulative conditions are fulfilled: (i) that the division and allocation of Shares takes place no later than December 31, 2012; (ii) that the corporations resulting from the aforementioned divisions be owned finally, solely and exclusively, 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 takes place and at the same time, 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 2.2 to this agreement.

2.3 For further clarification, it is herein stated that once Los Aromos is divided, each of the corporations resulting from such divisions which will become holders of the Shares arising from this allocation will be considered jointly and as appropriate, members of Grupo Aromos, having no more and no less rights and obligations under the Option Agreement amended by this agreement, than those which apply to Los Aromos.

THREE: Notices.

All notices, requests, petitions and other communications between the parties or as required by this agreement shall be made in writing and be served by personal delivery or by registered or certified mail, with all 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 deemed to be served on the date of personal delivery or five days following the date on which 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: Av. El Golf 99, piso 9, Las Condes, Santiago, Chile
Contacto: Madeline Hurtado Berger, Pamela Hurtado Berger, Cristián Alliende Arriaga y Arturo Majlis Abala.
E-mail: amajlis@grasty.cl

Av. El Golf 99, suite 801, Las Condes, Santiago, Chile
Contacto: José Antonio Garcos Silva (senior) y José Antonio Garcos Silva (junior).
E-mail: josegarces@sanandres.cl

Av. Andrés Bello 2687, piso 20, Las Condes, Santiago, Chile
Contacto: José Said Saffie y Salvador Said Somavía.
E-mail: ssaid@caburga.cl

Av. El Golf 40, suite 804, Las Condes, Santiago, Chile
Contacto: Gonzalo Said Handal
E-mail: gsh@newport.cl

with a copy to: Magdalena 140, piso 20, Las Condes, Santiago Chile
Contacto: Arturo Majlis Albala
E-mail: amajlis@grasty.cl

Av. El Golf 150, piso 18 Las Condes, Santiago, Chile
Contacto: Eugenio Guzman Espinosa
E-mail: eguzman@pgb.cl

Glamis 3296, Las Condes, Santiago, Chile
Contacto: José Domingo Eluchans Urenda
E-mail: jdeu@idelpa.cl

Av. Apoquindo 3721, piso 14, Las Condes
Contacto: Felipe Larraín Tejada
E-mail: flarrain@claro.cl

Also to: Avenida Nueva Tajamar 481, Torre Sur, piso 4
Contacto: Eduardo Chadwick Claro
E-mail: edchadwick@errazuriz.cl

with a copy to: Bandera 206, piso 7, Santiago
Contacto: Alfredo Alcaíno de Esteve
E-mail: alcainod@arys.cl

To the Beneficiaries: Coca-Cola Latin America
Rubén Diario #115
Col. Bosque de Chapultepec
México, D.F., C.P., 11580
Mexico
Contacto: Presidente de Latin America Group
(actualmente don José Octavio Reyes L.)
E-mail: joreyes@coca-cola.com

with a copy to: Coca-Cola Latin America
Rubén Diario #115
Col. Bosque de Chapultepec
México, D.F., C.P., 11580
Mexico
Contacto: General Counsel Latin America Group
(actualmente don Rodrigo W. Caracas)
E-mail: rcaracas@coca-cola.com

Also to: Av. Andrés Bello 2711, piso 19, Las Condes, Santiago,
Chile
Contacto: Francisco Javier Illanes Munizaga
E-mail: fjillanes@cariola.cl

FOUR: Validity.

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

FIVE: Statement by Andina.

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

SIX: Registration.

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 16 counterparts, each of which shall constitute an original and be executed on the same date, one for [each of the appearing parties.

[•]

p.p. Inversiones Freire S.A.
p.p. Inversiones Freire Alfa S.A
p.p. Inversiones Freire Beta S.A
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p.p. Inversiones Freire Dos Delta S.A

p.p. Inversiones Freire S.A.
p.p. Inversiones Freire Alfa S.A
p.p. Inversiones Freire Beta S.A
p.p. Inversiones Freire Gamma S.A
p.p. Inversiones Freire Delta S.A
p.p. Inversiones Freire Dos S.A
p.p. Inversiones Freire Dos Alfa S.A
p.p. Inversiones Freire Dos Beta S.A
p.p. Inversiones Freire Dos Gamma S.A
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p.p. Inversiones Freire S.A.
p.p. Inversiones Freire Alfa S.A
p.p. Inversiones Freire Beta S.A
p.p. Inversiones Freire Gamma S.A
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p.p. Inversiones Freire Dos S.A
p.p. Inversiones Freire Dos Alfa S.A
p.p. Inversiones Freire Dos Beta S.A
p.p. Inversiones Freire Dos Gamma S.A
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p.p. Inversiones Freire Dos S.A
p.p. Inversiones Freire Dos Alfa S.A
p.p. Inversiones Freire Dos Beta S.A
p.p. Inversiones Freire Dos Gamma S.A
p.p. Inversiones Freire Dos Delta S.A

p.p. Inversiones Los Aromos Limitada
p.p. Inversiones Los Aromos Limitada
p.p. Inversiones Los Aromos Limitada

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p.p. The Coca-Cola Company

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p.p. Coca-Cola de Chile S.A.

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p.p. Servicios y Productos Para Bebidas Refrescantes SRL

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p.p. Coca-Cola Interamerican Corporation

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p.p. Embotelladora Andina S.A.

ANNEX 2.2
FORM OF ADHERENCE

Annex 2.2
Form of adherence letter

[•], 2012

To: The Beneficiaries, Grupo Freire and Andina.

Dear Sirs,

Reference is made to the Amended and Restated Shareholders' Agreement dated October 1, 2012, in respect of **Embotelladora Andina S.A.** (the "Agreement"), entered into by Grupo Freire, Inversiones Los Aromos Limitada, The Coca-Cola Company, Coca-Cola de Chile S.A., Servicios y Productos Para Bebidas Refrescantes SRL, Coca-Cola Interamerican Corporation and Embotelladora Andina S.A. Defined terms used in this letter but not defined herein shall have the meaning attributed to them in the Agreement.

As provided by Section 2.2 of the Agreement, on the date hereof, and as a consequence of the corporate reorganization of Los Aromos, [*include details of the adherent: name, legal form, registered address, registration number*] (the "New Grantor") has acquired [[]] Shares issued by Andina (the "Acquired Shares") by virtue of the allocation made by Los Aromos as a result of its division.

In accordance with Section 2.2 of the Agreement, the New Grantor formally communicates to you that:

- (i) the New Grantor is exclusively and solely beneficially owned by [*explain how the New Grantor is owned directly or indirectly by Controllers of the Grantors*];
- (ii) the Acquired Shares shall remain subject to the provisions of the Agreement;
- (iii) the New Grantor has become a member of Grupo Aromos;
and
- (iv) the New Grantor agrees to be bound by the terms and provisions of the Agreement and shall be deemed to be the successor of Los Aromos under the Agreement.

Yours sincerely