

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **February 15, 2012**

The Coca-Cola Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction
of incorporation)

001-02217
(Commission
File Number)

58-0628465
(IRS Employer
Identification No.)

One Coca-Cola Plaza
Atlanta, Georgia
(Address of principal executive offices)

30313
(Zip Code)

Registrant's telephone number, including area code: **(404) 676-2121**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 15, 2012 (the "Effective Date"), the Compensation Committee of the Board of Directors (the "Compensation Committee") of The Coca-Cola Company (the "Company") adopted new form award agreements relating to restricted stock units ("RSUs") and performance share units ("PSUs") under The Coca-Cola Company 1989 Restricted Stock Award Plan (the "1989 Restricted Stock Plan"). Four form award agreements relating to RSUs were adopted to more precisely describe the terms of RSUs, including whether dividend equivalents will be paid during the vesting period and the applicability of vesting provisions upon attaining certain age and service requirements, and to revise certain tax-related provisions. Two form award agreements relating to PSUs were adopted to revise certain tax-related provisions and to clarify terms and conditions.

The adoption of the foregoing form award agreements was approved by the Compensation Committee pursuant to the authority granted to the Compensation Committee under the terms of the 1989 Restricted Stock Plan. The nature of these actions did not require shareholder approval under the terms of the 1989 Restricted Stock Plan, applicable law or the rules of the New York Stock Exchange.

The foregoing descriptions of the form award agreements are qualified in their entirety by the applicable form award agreement, copies of which are attached hereto as Exhibits 10.1 through 10.6 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 Form of Restricted Stock Unit Agreement in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted February 15, 2012
- 10.2 Form of Restricted Stock Unit Agreement in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted February 15, 2012
- 10.3 Form of Restricted Stock Unit Agreement in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted February 15, 2012
- 10.4 Form of Restricted Stock Unit Agreement in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted February 15, 2012
- 10.5 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted February 15, 2012
- 10.6 Form of Restricted Stock Agreement (Performance Share Unit Agreement) for France in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted February 15, 2012

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE COCA-COLA COMPANY
(REGISTRANT)

Date: February 15, 2012

By: /s/ Bernhard Goepelt
Bernhard Goepelt
Senior Vice President, General Counsel and
Chief Legal Counsel

RESTRICTED STOCK UNIT AGREEMENT
The Coca-Cola Company 1989 Restricted Stock Award Plan

The Coca-Cola Company (the "Company") hereby agrees to award to the recipient named below (the "Recipient") the number of shares of Common Stock, \$.25 par value, of the Company (the "Shares"), in accordance with and subject to the terms, conditions and restrictions of this Agreement. The Award shall settle as Shares, but until such settlement, Recipient's Award will be denominated in share units. The Shares will be released to the Recipient on the dates set forth below ("Release Date") if the conditions described in this Agreement are satisfied. Such award will be made under the terms of The Coca-Cola Company 1989 Restricted Stock Award Plan (the "Plan"), as amended.

<u>Name of Recipient:</u>	NAME
<u>Award:</u>	[NUMBER] Shares
<u>Award Date:</u>	XXXXXXXXXX, XXXX

The following dates are applicable for this Agreement:

Award Date	XXXXXXXXXX, XXXX
Acceptance Date	XXXXXXXXXX, XXXX
Release Date(s)	XXXXXX, XXXX

TERMS AND CONDITIONS OF THIS AGREEMENT

(1) **General Conditions.** This Award is in the form of restricted stock units that settle in Shares at the Release Date(s). If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date(s). Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.

- (a) Except as provided in paragraph (1)(b), the Shares shall be released on the Release Date(s) only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the Release Date(s). The Award will be forfeited if the Recipient terminates employment prior to the Release Date(s) regardless of the Recipient's age or Years of Service at termination.
- (b) In the event of Recipient's Disability or death, the Shares shall be released to the Recipient or the Recipient's estate as soon as administratively feasible after the determination of Disability or the death.

(2) **Shares, Dividends and Voting Rights.** Just prior to the applicable Release Date(s), the number of Shares indicated shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. All Awards shall be settled in Shares.

Prior to the Release Date(s), the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date(s), the Recipient shall not be entitled to receive dividends, dividend equivalents or have any other rights with respect to the Shares.

- (3) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including the Power of Attorney, in the method directed by the Company.
- (4) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee of the Board of Directors may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (5) **Notices.** Each notice relating to this award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient specified on the face page of this Agreement. Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.

(6) **Taxes.**

- (a) The Company and the Recipient's employer (the "Employer") will evaluate the requirements regarding any and all income taxes, social insurance, payroll tax, payment on account, and other tax items related to the Recipient's participation in the Plan and legally applicable to the Recipient (the "Tax-Related Items"). The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.
- (b) Before any relevant taxable or tax withholding event, as applicable, the Recipient must pay or make adequate arrangements satisfactory to the Company and the Employer to satisfy all obligations associated with the Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents to satisfy the obligations associated with all Tax-Related Items by one or a combination of the following:

- (1) withholding from the Recipient's wages or other cash compensation paid by the Company or the Employer, or any other payment of any kind otherwise due to the Recipient from the Company or the Employer; or
- (2) withholding from proceeds of the sale of Shares acquired under an Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf in accordance with this authorization); or
- (3) retention of or withholding in Shares to be issued under the Award.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering minimum statutory withholding requirements or other applicable withholding rates.

If the obligation for any Tax-Related Items is satisfied by withholding in Shares, the Recipient is deemed for tax purposes to have been issued the full number of Shares subject to the Award. This applies even though Shares are retained to satisfy the obligations associated with the Tax-Related Items resulting from any aspect of the Recipient's participation in the Plan.

In addition, the Recipient must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan if those obligations cannot be satisfied through any of the means described in this document. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

- (c) Irrespective of the Company's or the Employer's action or inaction concerning the Tax-Related Items, the Recipient hereby acknowledges and agrees that the ultimate liability for the Tax-Related Items remains the responsibility and liability of the Recipient or the Recipient's estate and may exceed the amount actually withheld by the Company or the Employer. The Recipient further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement, or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired under the Award, and the receipt of any dividends or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient has become subject to tax in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Recipient acknowledges that the Company and the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy or Tax Equalization Policy.

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- (7) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such award; and (b) this Agreement and the award of Shares shall not affect in any way the right of the Recipient's employer to terminate or change the employment of the Recipient.

- (8) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of Recipient's employment from the Company or any Related Company, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

- (a) *Non-Disparagement* — making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* — publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company which Recipient was involved with during Recipient's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* — failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;
- (e) *Return of Materials* — failure of Recipient, in the event of Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or

Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company;

- (f) *Non-Compete* — rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;
- (g) *Non-Solicitation* — soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient's employment with the Company; or
- (h) *Violation of Company Policies* — violating any written policies of the Company or Recipient's employer applicable to Recipient, including without limitation the Company's insider trading policy.
- (9) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.

- (10) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or outstanding (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive personal data outside the country in which the Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.
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(11) **Additional Consents.** The Recipient consents to and acknowledges that:

- (a) the Plan is discretionary in nature and the Company can amend, cancel or terminate it at any time;
- (b) these awards and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
- (c) all determinations with respect to any such future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
- (d) participation in this Plan or program is voluntary;
- (e) the value of the Shares and this award is an extraordinary item of compensation, which is outside the scope of the Recipient's employment contract, if any;
- (f) the Shares, this award, or any income derived there from are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
- (g) in the event of termination of the Recipient's employment, the Recipient's eligibility to receive Shares under this Agreement or the Plan, if any, will terminate effective as of the date that the Recipient is no longer actively employed regardless of any reasonable notice period mandated under local law, except as expressly provided in this Agreement;
- (h) the future value of the Shares is unknown and cannot be predicted with certainty;
- (i) (for individuals other than employees of the Company) the award has been made to the Recipient in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that the Company is his or her employer or that he or she has an employment relationship with the Company;
- (j) no claim or entitlement to compensation or damages arises from the termination of this Agreement or diminution in value of the Shares and the Recipient irrevocably releases the Company and his or her employer, if different from the Company, from any such claim that may arise;
- (k) participation in the Plan or this Agreement shall not create a right to further employment with the Recipient's employer and shall not interfere with the ability of the Recipient's employer to terminate the Recipient's employment relationship at any time, with or without cause;
- (l) the Plan and this Agreement set forth the entire understanding between the Recipient, the Company, and any Related Company regarding the acquisition of the Shares and supercedes all prior oral and written agreements pertaining to this award; and
- (m) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.

(12) **Governing Law.** This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware USA.

(13) **Headings.** Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient's heirs pursuant to the Recipient's will or the laws of descent and distribution.

Power of Attorney

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

RESTRICTED STOCK UNIT AGREEMENT
The Coca-Cola Company 1989 Restricted Stock Award Plan

The Coca-Cola Company (the "Company") hereby agrees to award to the recipient named below (the "Recipient") the number of shares of Common Stock, \$.25 par value, of the Company (the "Shares"), in accordance with and subject to the terms, conditions and restrictions of this Agreement. The Award shall settle as Shares, but until such settlement, Recipient's Award will be denominated in share units. The Shares will be released to the Recipient on the dates set forth below ("Release Date") if the conditions described in this Agreement are satisfied. Such award will be made under the terms of The Coca-Cola Company 1989 Restricted Stock Award Plan (the "Plan"), as amended.

Name of Recipient: **NAME**

Award: **[NUMBER] Shares**

Award Date: **XXXXXXXXXX, XXXX**

The following dates are applicable for this Agreement:

Award Date	XXXXXXXXXX, XXXX
Acceptance Date	XXXXXXXXXX, XXXX
Release Date(s)	XXXXXX, XXXX

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** This Award is in the form of restricted stock units that settle in Shares at the Release Date(s). If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date(s). Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
- (a) Except as provided in paragraphs (1)(b) and (c), the Shares shall be released on the Release Date(s) only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the Release Date(s).
 - (b) In the event of Recipient's Disability or death, the Shares shall be released to the Recipient or the Recipient's estate as soon as administratively feasible after the determination of Disability or the death.
 - (c) For Awards held for at least 12 months, in the event of the Recipient's termination of employment after attaining age 60 and completing ten Years of Service, the Shares shall be released to the Recipient as soon as administratively feasible following the termination

of employment. Awards held for less than 12 months will be forfeited if the Recipient terminates employment prior to the Release Date(s) regardless of the Recipient's age or Years of Service at termination.

- (2) **Shares, Dividends and Voting Rights.** Just prior to the applicable Release Date(s), the number of Shares indicated shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. All Awards shall be settled in Shares.
- Prior to the Release Date(s), the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date(s), the Recipient shall not be entitled to receive dividends, dividend equivalents or have any other rights with respect to the Shares.
- (3) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including the Power of Attorney, in the method directed by the Company.
- (4) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee of the Board of Directors may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (5) **Notices.** Each notice relating to this award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient specified on the face page of this Agreement. Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.
- (6) **Taxes.**
- (a) The Company and the Recipient's employer (the "Employer") will evaluate the requirements regarding any and all income taxes, social insurance, payroll tax, payment on account, and other tax items related to the Recipient's participation in the Plan and legally applicable to the Recipient (the "Tax-Related Items"). The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.
 - (b) Before any relevant taxable or tax withholding event, as applicable, the Recipient must pay or make adequate arrangements satisfactory to the Company and the Employer to satisfy all obligations associated with the Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents to satisfy the

obligations associated with all Tax-Related Items by one or a combination of the following:

- (1) withholding from the Recipient's wages or other cash compensation paid by the Company or the Employer, or any other payment of any kind otherwise due to the Recipient from the Company or the Employer; or
- (2) withholding from proceeds of the sale of Shares acquired under an Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf in accordance with this authorization); or
- (3) retention of or withholding in Shares to be issued under the Award.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering minimum statutory withholding requirements or other applicable withholding rates.

If the obligation for any Tax-Related Items is satisfied by withholding in Shares, the Recipient is deemed for tax purposes to have been issued the full number of Shares subject to the Award. This applies even though Shares are retained to satisfy the obligations associated with the Tax-Related Items resulting from any aspect of the Recipient's participation in the Plan.

In addition, the Recipient must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan if those obligations cannot be satisfied through any of the means described in this document. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

- (c) Irrespective of the Company's or the Employer's action or inaction concerning the Tax-Related Items, the Recipient hereby acknowledges and agrees that the ultimate liability for the Tax-Related Items remains the responsibility and liability of the Recipient or the Recipient's estate and may exceed the amount actually withheld by the Company or the Employer. The Recipient further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement, or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired under the Award, and the receipt of any dividends or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient has become subject to tax in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Recipient acknowledges that the Company and the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy or Tax Equalization Policy.

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- (7) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such award; and (b) this Agreement and the award of Shares shall not affect in any way the right of the Recipient's employer to terminate or change the employment of the Recipient.
- (8) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of Recipient's employment from the Company or any Related Company, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

- (a) *Non-Disparagement* — making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* — publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company which Recipient was involved with during Recipient's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* — failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;
- (e) *Return of Materials* — failure of Recipient, in the event of Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes,

records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company;

- (f) *Non-Compete* — rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;
- (g) *Non-Solicitation* — soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient's employment with the Company; or
- (h) *Violation of Company Policies* — violating any written policies of the Company or Recipient's employer applicable to Recipient, including without limitation the Company's insider trading policy.
- (9) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.
- (10) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or outstanding (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive

personal data outside the country in which the Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.

(11) **Additional Consents.** The Recipient consents to and acknowledges that:

- (a) the Plan is discretionary in nature and the Company can amend, cancel or terminate it at any time;
- (b) these awards and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
- (c) all determinations with respect to any such future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
- (d) participation in this Plan or program is voluntary;
- (e) the value of the Shares and this award is an extraordinary item of compensation, which is outside the scope of the Recipient's employment contract, if any;
- (f) the Shares, this award, or any income derived there from are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
- (g) in the event of termination of the Recipient's employment, the Recipient's eligibility to receive Shares under this Agreement or the Plan, if any, will terminate effective as of the date that the Recipient is no longer actively employed regardless of any reasonable notice period mandated under local law, except as expressly provided in this Agreement;
- (h) the future value of the Shares is unknown and cannot be predicted with certainty;
- (i) (for individuals other than employees of the Company) the award has been made to the Recipient in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that the Company is his or her employer or that he or she has an employment relationship with the Company;
- (j) no claim or entitlement to compensation or damages arises from the termination of this Agreement or diminution in value of the Shares and the Recipient irrevocably releases the Company and his or her employer, if different from the Company, from any such claim that may arise;
- (k) participation in the Plan or this Agreement shall not create a right to further employment with the Recipient's employer and shall not interfere with the ability of the Recipient's employer to terminate the Recipient's employment relationship at any time, with or without cause;
- (l) the Plan and this Agreement set forth the entire understanding between the Recipient, the Company, and any Related Company regarding the acquisition of the Shares and supercedes all prior oral and written agreements pertaining to this award; and
- (m) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.

(12) **Governing Law.** This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware USA.

(13) **Headings.** Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient's heirs pursuant to the Recipient's will or the laws of descent and distribution.

Power of Attorney

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.



RESTRICTED STOCK UNIT AGREEMENT
The Coca-Cola Company 1989 Restricted Stock Award Plan

The Coca-Cola Company (the "Company") hereby agrees to award to the recipient named below (the "Recipient") the number of shares of Common Stock, \$.25 par value, of the Company (the "Shares"), in accordance with and subject to the terms, conditions and restrictions of this Agreement. The Award shall settle as Shares, but until such settlement, Recipient's Award will be denominated in share units. The Shares will be released to the Recipient on the dates set forth below ("Release Date") if the conditions described in this Agreement are satisfied. Such award will be made under the terms of The Coca-Cola Company 1989 Restricted Stock Award Plan (the "Plan"), as amended.

Name of Recipient: **NAME**

Award: **[NUMBER] Shares**

Award Date: **XXXXXXXXXX, XXXX**

The following dates are applicable for this Agreement:

Award Date	XXXXXXXXXX, XXXX
Acceptance Date	XXXXXXXXXX, XXXX
Release Date(s)	XXXXXX, XXXX

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** This Award is in the form of restricted stock units that settle in Shares at the Release Date(s). If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date(s). Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
- (a) Except as provided in paragraph (1)(b), the Shares shall be released on the Release Date(s) only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the Release Date(s). The Award will be forfeited if the Recipient terminates employment prior to the Release Date(s) regardless of the Recipient's age or Years of Service at termination.
- (b) In the event of Recipient's Disability or death, the Shares shall be released to the Recipient or the Recipient's estate as soon as administratively feasible after the determination of Disability or the death.
-
- (2) **Shares, Dividends and Voting Rights.** Just prior to the applicable Release Date(s), the number of Shares indicated shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. All Awards shall be settled in Shares.
- Prior to the Release Date(s), the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date(s), the Recipient shall not be entitled to receive dividends or have any other rights with respect to the Shares.
- At the Release Date(s), if all of the conditions set forth in this Agreement are satisfied, the Recipient shall receive a cash payment equal to the dividends that would have been paid on an equal number of Shares for the period between the Award Date and the Release Date(s), had the Recipient been issued Shares. Except as provided in paragraph (1)(b), the Recipient shall receive dividend equivalents on the Release Date(s) only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the Release Date(s). If the Recipient forfeits the Award for any reason, the Recipient also forfeits the right to receive any dividend equivalents for the period between the Award Date and the Release Date(s).
- (3) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including the Power of Attorney, in the method directed by the Company.
- (4) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee of the Board of Directors may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (5) **Notices.** Each notice relating to this award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient specified on the face page of this Agreement. Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.
- (6) **Taxes.**
- (a) The Company and the Recipient's employer (the "Employer") will evaluate the requirements regarding any and all income taxes, social insurance, payroll tax, payment on account, and other tax items related to the Recipient's participation in the Plan and legally applicable to the Recipient (the "Tax-Related Items"). The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.
-
- (b) Before any relevant taxable or tax withholding event, as applicable, the Recipient must pay or make adequate arrangements satisfactory to the Company and the Employer to satisfy all obligations associated with the Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents to satisfy the obligations associated with all Tax-Related Items by one or a combination of the following:
- (1) withholding from the Recipient's wages or other cash compensation paid by the Company or the Employer, or any other payment of any kind otherwise due to the Recipient from the Company or the Employer; or
 - (2) withholding from proceeds of the sale of Shares acquired under an Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf in accordance with this authorization); or
 - (3) retention of or withholding in Shares to be issued under the Award.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering minimum statutory withholding requirements or other applicable withholding rates.

If the obligation for any Tax-Related Items is satisfied by withholding in Shares, the Recipient is deemed for tax purposes to have been issued the full number of Shares subject to the Award. This applies even though Shares are retained to satisfy the obligations associated with the Tax-Related Items resulting from any aspect of the Recipient's participation in the Plan.

In addition, the Recipient must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan if those obligations cannot be satisfied through any of the means described in this document. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

- (c) Irrespective of the Company's or the Employer's action or inaction concerning the Tax-Related Items, the Recipient hereby acknowledges and agrees that the ultimate liability for the Tax-Related Items remains the responsibility and liability of the Recipient or the Recipient's estate and may exceed the amount actually withheld by the Company or the Employer. The Recipient further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement, or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired under the Award, and the receipt of any dividends or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient has become subject to tax in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Recipient acknowledges that the Company and the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in

more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy or Tax Equalization Policy.

- (7) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such award; and (b) this Agreement and the award of Shares shall not affect in any way the right of the Recipient's employer to terminate or change the employment of the Recipient.
- (8) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of Recipient's employment from the Company or any Related Company, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

- (a) *Non-Disparagement* — making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* — publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company which Recipient was involved with during Recipient's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* — failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential

Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;

- (e) *Return of Materials* — failure of Recipient, in the event of Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company;
- (f) *Non-Compete* — rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;
- (g) *Non-Solicitation* — soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient's employment with the Company; or
- (h) *Violation of Company Policies* — violating any written policies of the Company or Recipient's employer applicable to Recipient, including without limitation the Company's insider trading policy.
- (9) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.
- (10) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or outstanding (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive personal data

outside the country in which the Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.

(11) **Additional Consents.** The Recipient consents to and acknowledges that:

- (a) the Plan is discretionary in nature and the Company can amend, cancel or terminate it at any time;
- (b) these awards and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
- (c) all determinations with respect to any such future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
- (d) participation in this Plan or program is voluntary;
- (e) the value of the Shares and this award is an extraordinary item of compensation, which is outside the scope of the Recipient's employment contract, if any;
- (f) the Shares, this award, or any income derived there from are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
- (g) in the event of termination of the Recipient's employment, the Recipient's eligibility to receive Shares under this Agreement or the Plan, if any, will terminate effective as of the date that the Recipient is no longer actively employed regardless of any reasonable notice period mandated under local law, except as expressly provided in this Agreement;
- (h) the future value of the Shares is unknown and cannot be predicted with certainty;
- (i) (for individuals other than employees of the Company) the award has been made to the Recipient in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that the Company is his or her employer or that he or she has an employment relationship with the Company;
- (j) no claim or entitlement to compensation or damages arises from the termination of this Agreement or diminution in value of the Shares and the Recipient irrevocably releases the Company and his or her employer, if different from the Company, from any such claim that may arise;
- (k) participation in the Plan or this Agreement shall not create a right to further employment with the Recipient's employer and shall not interfere with the ability of the Recipient's employer to terminate the Recipient's employment relationship at any time, with or without cause;
- (l) the Plan and this Agreement set forth the entire understanding between the Recipient, the Company, and any Related Company regarding the acquisition of the Shares and supercedes all prior oral and written agreements pertaining to this award; and
- (m) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.

(12) **Governing Law.** This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware USA.

(13) **Headings.** Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient's heirs pursuant to the Recipient's will or the laws of descent and distribution.

Power of Attorney

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.



RESTRICTED STOCK UNIT AGREEMENT
The Coca-Cola Company 1989 Restricted Stock Award Plan

The Coca-Cola Company (the "Company") hereby agrees to award to the recipient named below (the "Recipient") the number of shares of Common Stock, \$.25 par value, of the Company (the "Shares"), in accordance with and subject to the terms, conditions and restrictions of this Agreement. The Award shall settle as Shares, but until such settlement, Recipient's Award will be denominated in share units. The Shares will be released to the Recipient on the dates set forth below ("Release Date") if the conditions described in this Agreement are satisfied. Such award will be made under the terms of The Coca-Cola Company 1989 Restricted Stock Award Plan (the "Plan"), as amended.

<u>Name of Recipient:</u>	NAME
<u>Award:</u>	[NUMBER] Shares
<u>Award Date:</u>	XXXXXXXXXX, XXXX

The following dates are applicable for this Agreement:

Award Date	XXXXXXXXXX, XXXX
Acceptance Date	XXXXXXXXXX, XXXX
Release Date(s)	XXXXXX, XXXX

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** This Award is in the form of restricted stock units that settle in Shares at the Release Date(s). If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date(s). Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
- (a) Except as provided in paragraphs (1)(b) and (c), the Shares shall be released on the Release Date(s) only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the Release Date(s).
- (b) In the event of Recipient's Disability or death, the Shares shall be released to the Recipient or the Recipient's estate as soon as administratively feasible after the determination of Disability or the death.
- (c) For Awards held for at least 12 months, in the event of the Recipient's termination of employment after attaining age 60 and completing ten Years of Service, the Shares shall be released to the Recipient as soon as administratively feasible following the termination

of employment. Awards held for less than 12 months will be forfeited if the Recipient terminates employment prior to the Release Date(s) regardless of the Recipient's age or Years of Service at termination.

- (2) **Shares, Dividends and Voting Rights.** Just prior to the applicable Release Date(s), the number of Shares indicated shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. All Awards shall be settled in Shares.
- Prior to the Release Date(s), the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date(s), the Recipient shall not be entitled to receive dividends or have any other rights with respect to the Shares.
- At the Release Date(s), if all of the conditions set forth in this Agreement are satisfied, the Recipient shall receive a cash payment equal to the dividends that would have been paid on an equal number of Shares for the period between the Award Date and the Release Date(s), had the Recipient been issued Shares. Except as provided in paragraph (1)(b), the Recipient shall receive dividend equivalents on the Release Date(s) only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the Release Date(s). If the Recipient forfeits the Award for any reason, the Recipient also forfeits the right to receive any dividend equivalents for the period between the Award Date and the Release Date(s).
- (3) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including the Power of Attorney, in the method directed by the Company.
- (4) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee of the Board of Directors may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (5) **Notices.** Each notice relating to this award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient specified on the face page of this Agreement. Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.

- (6) **Taxes.**
- (a) The Company and the Recipient's employer (the "Employer") will evaluate the requirements regarding any and all income taxes, social insurance, payroll tax, payment on account, and other tax items related to the Recipient's participation in the Plan and legally applicable to the Recipient (the "Tax-Related Items"). The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.
- (b) Before any relevant taxable or tax withholding event, as applicable, the Recipient must pay or make adequate arrangements satisfactory to the Company and the Employer to satisfy all obligations associated with the Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents to satisfy the obligations associated with all Tax-Related Items by one or a combination of the following:
- (1) withholding from the Recipient's wages or other cash compensation paid by the Company or the Employer, or any other payment of any kind otherwise due to the Recipient from the Company or the Employer; or

- (2) withholding from proceeds of the sale of Shares acquired under an Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf in accordance with this authorization); or
- (3) retention of or withholding in Shares to be issued under the Award.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering minimum statutory withholding requirements or other applicable withholding rates.

If the obligation for any Tax-Related Items is satisfied by withholding in Shares, the Recipient is deemed for tax purposes to have been issued the full number of Shares subject to the Award. This applies even though Shares are retained to satisfy the obligations associated with the Tax-Related Items resulting from any aspect of the Recipient's participation in the Plan.

In addition, the Recipient must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan if those obligations cannot be satisfied through any of the means described in this document. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

- (c) Irrespective of the Company's or the Employer's action or inaction concerning the Tax-Related Items, the Recipient hereby acknowledges and agrees that the ultimate liability for the Tax-Related Items remains the responsibility and liability of the Recipient or the Recipient's estate and may exceed the amount actually withheld by the Company or the Employer. The Recipient further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant,

vesting, settlement, or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired under the Award, and the receipt of any dividends or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient has become subject to tax in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Recipient acknowledges that the Company and the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy or Tax Equalization Policy.

- (7) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such award; and (b) this Agreement and the award of Shares shall not affect in any way the right of the Recipient's employer to terminate or change the employment of the Recipient.
- (8) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of Recipient's employment from the Company or any Related Company, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

- (a) *Non-Disparagement* — making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* — publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company which Recipient was involved with during Recipient's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i)

derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

- (d) *Non-Disclosure of Confidential Information* — failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;
- (e) *Return of Materials* — failure of Recipient, in the event of Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company;
- (f) *Non-Compete* — rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;
- (g) *Non-Solicitation* — soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient's employment with the Company; or
- (h) *Violation of Company Policies* — violating any written policies of the Company or Recipient's employer applicable to Recipient, including without limitation the Company's insider trading policy.

- (9) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.

- (10) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or outstanding (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of

applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive personal data outside the country in which the

Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.

(11) **Additional Consents.** The Recipient consents to and acknowledges that:

- (a) the Plan is discretionary in nature and the Company can amend, cancel or terminate it at any time;
- (b) these awards and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
- (c) all determinations with respect to any such future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
- (d) participation in this Plan or program is voluntary;
- (e) the value of the Shares and this award is an extraordinary item of compensation, which is outside the scope of the Recipient's employment contract, if any;
- (f) the Shares, this award, or any income derived there from are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
- (g) in the event of termination of the Recipient's employment, the Recipient's eligibility to receive Shares under this Agreement or the Plan, if any, will terminate effective as of the date that the Recipient is no longer actively employed regardless of any reasonable notice period mandated under local law, except as expressly provided in this Agreement;
- (h) the future value of the Shares is unknown and cannot be predicted with certainty;
- (i) (for individuals other than employees of the Company) the award has been made to the Recipient in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that the Company is his or her employer or that he or she has an employment relationship with the Company;
- (j) no claim or entitlement to compensation or damages arises from the termination of this Agreement or diminution in value of the Shares and the Recipient irrevocably releases the Company and his or her employer, if different from the Company, from any such claim that may arise;
- (k) participation in the Plan or this Agreement shall not create a right to further employment with the Recipient's employer and shall not interfere with the ability of the Recipient's employer to terminate the Recipient's employment relationship at any time, with or without cause;
- (l) the Plan and this Agreement set forth the entire understanding between the Recipient, the Company, and any Related Company regarding the acquisition of the Shares and supercedes all prior oral and written agreements pertaining to this award; and
- (m) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent

jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.

(12) **Governing Law.** This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware USA.

(13) **Headings.** Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient's heirs pursuant to the Recipient's will or the laws of descent and distribution.

Power of Attorney

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

**PERFORMANCE SHARE AGREEMENT
The Coca-Cola Company 1989 Restricted Stock Award Plan**

The Coca-Cola Company (the "Company") hereby agrees to award to the recipient named below (the "Recipient") the number of shares of Common Stock, \$.25 par value, of the Company (the "Shares"), in accordance with and subject to the terms, conditions and restrictions of this Agreement. The Award shall settle as Shares, but until such settlement, Recipient's Award will be denominated in share units. The Shares will be released to the Recipient on the date set forth below ("Release Date") if the conditions described in this Agreement are satisfied. Such award will be made under the terms of The Coca-Cola Company 1989 Restricted Stock Award Plan (the "Plan"), as amended.

Name of Recipient: XXXXXXXXXXXX
 Target Award: XXXXXX Shares
 Award Date: XXXXXX, XX, XXXX

The following dates are applicable for this Agreement:

Performance Period XXXXXXXX — XXXXXXXX
 Holding Period XXXXXXXX- XXXXXXXX
 Performance Certification Date XXXX, on the date of the Compensation Committee meeting
 Release Date XXXXXXXX, XX, XXXX

Performance Criteria: The following performance criteria must be met for an award of Shares to be made under this Agreement. The number of Shares awarded shall be determined from the Target Award and the following schedule:

[Performance Criteria]	Percentage of Target Award to be Granted
X% (Maximum Award)	XXX %
X% (Target Award)	XXX %
X% (Minimum Award)	XX %
Less than X%	0

The Performance Criteria shall be: [DEFINITION OF PERFORMANCE CRITERIA AND ADJUSTMENT RULES, IF ANY]

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** This Award is in the form of performance share units that settle in Shares at the Release Date. If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
 - (a) **Continuous Employment.** Except as provided in Section 3 or as expressly required by local law, the Shares shall be released on the Release Date only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the Release Date.
 - (b) **Performance Conditions.** The Shares shall be issued only if (and to the extent) that the Performance Criteria, set forth above, are satisfied during the Performance Period. The Controller of the Company and the Compensation Committee of the Board of Directors of the Company shall certify whether, and to what extent, the Performance Criteria have been achieved. If the minimum performance is not met, no Shares shall be issued and the award shall be forfeited.
- (2) **Shares, Dividends and Voting Rights.** Just prior to the Release Date, or as otherwise provided in Section 3 below, the number of Shares earned based on the Performance Criteria shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. Except as provided in Section 3 below, all Awards shall be settled in Shares.

Prior to the Release Date, the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date, the Recipient shall not be entitled to receive dividends, dividend equivalents or have any other rights with respect to the Shares.

- (3) **Separation from the Company.**
 - (a) If any of the circumstances listed below occur prior to the Release Date, the terms of this subparagraph shall apply. The following table describes the result depending on the reason for the Recipient's separation from the Company and the timing of the event.

	During the Performance Period	During the Holding Period
Death	<ul style="list-style-type: none"> · The Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year prior to the year of death. · If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient's estate shall be paid a cash amount equal to the value of the Shares that would have been earned based upon performance during the shortened period. If death occurs in the first year of the Performance Period, performance will be deemed to be at the target level. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death. 	<ul style="list-style-type: none"> · If Shares have been issued, the Shares shall be released to the Recipient's estate within 90 days of the Recipient's death. · If Shares have not been issued, the Recipient's estate shall be paid a cash amount equal to the value of the Shares earned. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death.

Disability	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Disability.
Retirement: Termination of employment after attaining age 60 and completing ten Years of Service	<ul style="list-style-type: none"> Awards held less than 12 months from the date of Award are forfeited. For Awards held at least 12 months, the Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of termination of employment. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.
Company-Initiated Transfer to a Related Company	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Holding Period continues. If all requirements met, Shares are released on the Release Date.
Termination of employment from the Company or a Majority-Owned Company within two years of a Change in Control	<ul style="list-style-type: none"> Target number of Shares are issued and released just prior to termination, subject to the provisions of Section 5 of the Plan. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Termination of employment after attaining age 60 and completing ten Years of Service. 	<ul style="list-style-type: none"> Number of Shares earned are issued and/or released just prior to termination, subject to the provisions of Section 5 of the Plan. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Termination of employment after attaining age 60 and completing ten Years of Service.

- (b) If a Recipient dies, the provisions for death shall apply whether or not the Recipient is eligible for Retirement. If the Recipient is eligible for Retirement at the time of

separation, the Retirement provisions shall apply instead of any other potential reason for separation, other than death.

- (4) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including the Power of Attorney, in the method directed by the Company.
- (5) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (6) **Notices.** Each notice relating to this award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient specified on the face page of this Agreement. Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.
- (7) **Taxes.**
- (a) The Company and the Recipient's employer (the "Employer") will evaluate the requirements regarding any and all income taxes, social insurance, payroll tax, payment on account, and other tax items related to the Recipient's participation in the Plan and legally applicable to the Recipient (the "Tax-Related Items"). The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.
- (b) Before any relevant taxable or tax withholding event, as applicable, the Recipient must pay or make adequate arrangements satisfactory to the Company and the Employer to satisfy all obligations associated with the Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents to satisfy the obligations associated with all Tax-Related Items by one or a combination of the following:
- (1) withholding from the Recipient's wages or other cash compensation paid by the Company or the Employer, or any other payment of any kind otherwise due to the Recipient from the Company or the Employer; or
 - (2) withholding from proceeds of the sale of Shares acquired under an Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf in accordance with this authorization); or
 - (3) retention of or withholding in Shares to be issued under the Award.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering minimum statutory withholding requirements or other applicable withholding rates.

If the obligation for any Tax-Related Items is satisfied by withholding in Shares, the Recipient is deemed for tax purposes to have been issued the full number of Shares subject to the Award. This applies even though Shares are retained to satisfy the obligations associated with the Tax-Related Items resulting from any aspect of the Recipient's participation in the Plan.

In addition, the Recipient must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan if those obligations cannot be satisfied through any of the means described in this document. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

- (c) Irrespective of the Company's or the Employer's action or inaction concerning the Tax-Related Items, the Recipient hereby acknowledges and agrees that the ultimate liability for the Tax-Related Items remains the responsibility and liability of the Recipient or the Recipient's estate and may exceed the amount actually withheld by the Company or the Employer. The Recipient further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement, or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired under the Award, and the receipt of any dividends or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any

aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient has become subject to tax in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Recipient acknowledges that the Company and the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy or Tax Equalization Policy.

- (8) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such award; and (b) this Agreement and the award of Shares shall not affect in any way the right of the Recipient's employer to terminate or change the employment of the Recipient.

- (9) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of Recipient's employment from the Company or any Related Company, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

- (a) *Non-Disparagement* — making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* — publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company which Recipient was involved with during Recipient's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* — failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;
- (e) *Return of Materials* — failure of Recipient, in the event of Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company;
- (f) *Non-Compete* — rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;
- (g) *Non-Solicitation* — soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom

Recipient had professional interaction during the last twelve months of Recipient's employment with the Company; or

(h) *Violation of Company Policies* — violating any written policies of the Company or Recipient's employer applicable to Recipient, including without limitation the Company's insider trading policy.

- (10) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.
- (11) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or outstanding (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive personal data outside the country in which the Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.
- (12) **Additional Consents.** The Recipient consents to and acknowledges that:

- (a) the Plan is discretionary in nature and the Company can amend, cancel or terminate it at any time;
- (b) these awards and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
- (c) all determinations with respect to any such future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
- (d) participation in this Plan or program is voluntary;
- (e) the value of the Shares and this award is an extraordinary item of compensation, which is outside the scope of the Recipient's employment contract, if any;
- (f) the Shares, this award, or any income derived there from are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
- (g) in the event of termination of the Recipient's employment, the Recipient's eligibility to receive Shares or payments under this Agreement or the Plan, if any, will terminate effective as

of the date that the Recipient is no longer actively employed regardless of any reasonable notice period mandated under local law, except as expressly provided in this Agreement;

(h) the future value of the Shares is unknown and cannot be predicted with certainty;

(i) (for individuals other than employees of the Company) the award has been made to the Recipient in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that the Company is his or her employer or that he or she has an employment relationship with the Company;

(j) no claim or entitlement to compensation or damages arises from the termination of this Agreement or diminution in value of the Shares and the Recipient irrevocably releases the Company and his or her employer, if different from the Company, from any such claim that may arise;

(k) participation in the Plan or this Agreement shall not create a right to further employment with the Recipient's employer and shall not interfere with the ability of the Recipient's employer to terminate the Recipient's employment relationship at any time, with or without cause;

(l) the Plan and this Agreement set forth the entire understanding between the Recipient, the Company, and any Related Company regarding the acquisition of the Shares and supercedes all prior oral and written agreements pertaining to this award; and

(m) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.

(13) **Governing Law.** This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware USA.

(14) **Headings.** Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient's heirs pursuant to the Recipient's will or the laws of descent and distribution.

Power of Attorney

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

**PERFORMANCE SHARE AGREEMENT
The Coca-Cola Company 1989 Restricted Stock Award Plan**

The Coca-Cola Company (the "Company") hereby agrees to award to the recipient named below (the "Recipient") the number of shares of Common Stock, \$.25 par value, of the Company (the "Shares"), in accordance with and subject to the terms, conditions and restrictions of this Agreement. The Award shall settle as Shares, but until such settlement, Recipient's Award will be denominated in share units. The Shares will be released to the Recipient on the date set forth below ("Release Date") if the conditions described in this Agreement are satisfied. Such award will be made under the terms of The Coca-Cola Company 1989 Restricted Stock Award Plan (the "Plan"), as amended.

Name of Recipient: XXXXXXXXXXXX
 Target Award: XXXXXX Shares
 Award Date: XXXXXX, XX, XXXX

The following dates are applicable for this Agreement:

Performance Period: XXXXXXXX — XXXXXXXX
 Holding Period: XXXXXXXX- XXXXXXXX
 Performance Certification Date: XXXX, on the date of the Compensation Committee meeting
 Release Date: XXXXXXXX, XX, XXXX

Performance Criteria: The following performance criteria must be met for an award of Shares to be made under this Agreement. The number of Shares awarded shall be determined from the Target Award and the following schedule:

[Performance Criteria]	Percentage of Target Award to be Granted
X% (Maximum Award)	XXX %
X% (Target Award)	XXX %
X% (Minimum Award)	XX %
Less than X%	0

The Performance Criteria shall be: [DEFINITION OF PERFORMANCE CRITERIA AND ADJUSTMENT RULES, IF ANY]

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** This Award is in the form of performance share units that settle in Shares at the Release Date. If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
- (a) **Continuous Employment.** Except as provided in Section 3 or as expressly required by local law, the Shares shall be released on the Release Date only if the Recipient is continuously employed by the Company or a Related Company from the Award Date until the end of the Performance Period and may not sell the Shares until the end of the Holding Period.
- (b) **Performance Conditions.** The Shares shall be issued only if (and to the extent) that the Performance Criteria, set forth above, are satisfied during the Performance Period. The Controller of the Company and the Compensation Committee of the Board of Directors of the Company shall certify whether, and to what extent, the Performance Criteria have been achieved. If the minimum performance is not met, no Shares shall be issued and the award shall be forfeited.
- (2) **Shares, Dividends and Voting Rights.** Just prior to the Release Date, or as otherwise provided in Section 3 below, the number of Shares earned based on the Performance Criteria shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. Except as provided in Section 3 below, all Awards shall be settled in Shares.

Prior to the Release Date, the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date, the Recipient shall not be entitled to receive dividends, dividend equivalents or have any other rights with respect to the Shares.

- (3) **Separation from the Company.**
- (a) If any of the circumstances listed below occur prior to the Release Date, the terms of this subparagraph shall apply. The following table describes the result depending on the reason for the Recipient's separation from the Company and the timing of the event.

	During the Performance Period	During the Holding Period
Death	<ul style="list-style-type: none"> The Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year prior to the year of death. If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient's estate shall be paid a cash amount equal to the value of the Shares that would have been earned based upon performance during the shortened period. If death occurs in the first year of the Performance Period, performance will be deemed to be at the target level. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death. 	<ul style="list-style-type: none"> If Shares have been issued, the Shares shall be released to the Recipient's estate within 90 days of the Recipient's death. If Shares have not been issued, the Recipient's estate shall be paid a cash amount equal to the value of the Shares earned. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death.

Disability	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Disability.
Retirement: Termination of employment after attaining age 60 and completing ten Years of Service	<ul style="list-style-type: none"> Awards held less than 12 months from the date of Award are forfeited. For Awards held at least 12 months, the Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of termination of employment. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.
Company-Initiated Transfer to a Related Company	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Holding Period continues. If all requirements met, Shares are released on the Release Date.
Termination of employment from the Company or a Majority-Owned Company within two years of a Change in Control	<ul style="list-style-type: none"> Target number of Shares are issued and released just prior to termination, subject to the provisions of Section 5 of the Plan. 	<ul style="list-style-type: none"> Number of Shares earned are issued and/or released just prior to termination, subject to the provisions of Section 5 of the Plan.

- (b) If a Recipient dies, the provisions for death shall apply whether or not the Recipient is eligible for Retirement. If the Recipient is eligible for Retirement at the time of separation, the Retirement provisions shall apply instead of any other potential reason for separation, other than death.

- (4) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including the Power of Attorney, in the method directed by the Company.
- (5) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (6) **Notices.** Each notice relating to this award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient specified on the face page of this Agreement. Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.
- (7) **Taxes.**
- (a) The Company and the Recipient's employer (the "Employer") will evaluate the requirements regarding any and all income taxes, social insurance, payroll tax, payment on account, and other tax items related to the Recipient's participation in the Plan and legally applicable to the Recipient (the "Tax-Related Items"). The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.
- (b) Before any relevant taxable or tax withholding event, as applicable, the Recipient must pay or make adequate arrangements satisfactory to the Company and the Employer to satisfy all obligations associated with the Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents to satisfy the obligations associated with all Tax-Related Items by one or a combination of the following:
- (1) withholding from the Recipient's wages or other cash compensation paid by the Company or the Employer, or any other payment of any kind otherwise due to the Recipient from the Company or the Employer; or
 - (2) withholding from proceeds of the sale of Shares acquired under an Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf in accordance with this authorization); or
 - (3) retention of or withholding in Shares to be issued under the Award.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering minimum statutory withholding requirements or other applicable withholding rates.

If the obligation for any Tax-Related Items is satisfied by withholding in Shares, the Recipient is deemed for tax purposes to have been issued the full number of Shares subject to the Award. This applies even though Shares are retained to satisfy the obligations associated with the Tax-Related Items resulting from any aspect of the Recipient's participation in the Plan.

In addition, the Recipient must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan if those obligations cannot be satisfied through any of the means described in this document. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

- (c) Irrespective of the Company's or the Employer's action or inaction concerning the Tax-Related Items, the Recipient hereby acknowledges and agrees that the ultimate liability for the Tax-Related Items remains the responsibility and liability of the Recipient or the Recipient's estate and may exceed the amount actually withheld by the Company or the Employer. The Recipient further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement, or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired under the Award, and the receipt of any dividends or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient has become subject to tax in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Recipient

acknowledges that the Company and the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy or Tax Equalization Policy.

- (8) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such award; and (b) this Agreement and the award of Shares shall not affect in any way the right of the Recipient's employer to terminate or change the employment of the Recipient.
- (9) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of Recipient's employment from the Company or any Related Company, or within one year after the

Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

- (a) *Non-Disparagement* — making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* — publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company which Recipient was involved with during Recipient's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* — failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;
- (e) *Return of Materials* — failure of Recipient, in the event of Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to Recipient by virtue of Recipient's employment with the Company or a Related Company;
- (f) *Non-Compete* — rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;
- (g) *Non-Solicitation* — soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient's employment with the Company; or

(h) *Violation of Company Policies* — violating any written policies of the Company or Recipient's employer applicable to Recipient, including without limitation the Company's insider trading policy.

- (10) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.
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- (b) these awards and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
- (c) all determinations with respect to any such future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
- (d) participation in this Plan or program is voluntary;
- (e) the value of the Shares and this award is an extraordinary item of compensation, which is outside the scope of the Recipient's employment contract, if any;
- (f) the Shares, this award, or any income derived there from are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
- (g) in the event of termination of the Recipient's employment, the Recipient's eligibility to receive Shares or payments under this Agreement or the Plan, if any, will terminate effective as of the date that the Recipient is no longer actively employed regardless of any reasonable notice period mandated under local law, except as expressly provided in this Agreement;

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(j) no claim or entitlement to compensation or damages arises from the termination of this Agreement or diminution in value of the Shares and the Recipient irrevocably releases the Company and his or her employer, if different from the Company, from any such claim that may arise;
(k) participation in the Plan or this Agreement shall not create a right to further employment with the Recipient's employer and shall not interfere with the ability of the Recipient's employer to terminate the Recipient's employment relationship at any time, with or without cause;
(l) the Plan and this Agreement set forth the entire understanding between the Recipient, the Company, and any Related Company regarding the acquisition of the Shares and supercedes all prior oral and written agreements pertaining to this award; and
(m) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.

(13) **Governing Law.** This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware USA.

(14) **Headings.** Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY

Authorized Signature

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- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

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