

**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 19, 2014**

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 19, 2014 (the "Effective Date"), the Compensation Committee of the Board of Directors (the "Compensation Committee") of The Coca-Cola Company (the "Company") amended and restated The Coca-Cola Company 1989 Restricted Stock Award Plan (the "1989 Restricted Stock Plan"). In addition, the Compensation Committee adopted (1) new form award agreements (the "1989 Award Agreements") relating to performance share units and restricted stock units under the 1989 Restricted Stock Plan and (2) a new form award agreement (the "2008 Award Agreement") and together with the 1989 Awards Agreements, the "Award Agreements" relating to stock option awards under The Coca-Cola Company 2008 Stock Option Plan (the "2008 Stock Option Plan," and together with the 1989 Restricted Stock Plan, the "Plans").

The 1989 Restricted Stock Plan was amended to clarify the holding period provision in the Addendum related to French tax residents. The 1989 Award Agreements were adopted to clarify certain matters applicable to French tax residents, to provide country-specific provisions in a single form, to provide language for awards based on a particular geography, to simplify the release provisions in connection with certain former employees and to clarify certain provisions related to termination of employment, as applicable. The 2008 Award Agreement was adopted to provide country-specific provisions in a single form and to clarify certain provisions related to termination of employment.

The amendments to the 1989 Restricted Stock Plan and adoption of the Award Agreements were approved by the Compensation Committee pursuant to the authority granted to the Compensation Committee under the terms of each of the respective Plans. The nature of these amendments did not require shareholder approval under the terms of the Plans, applicable law or the rules of the New York Stock Exchange.

The foregoing descriptions of the amendment to the 1989 Restricted Stock Plan and the Award Agreements are qualified in their entirety by reference to the 1989 Restricted Stock Plan and Award Agreements, respectively, copies of which are attached hereto as Exhibits 10.1 through 10.4 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 The Coca-Cola Company 1989 Restricted Stock Award Plan, as amended and restated through February 19, 2014
- 10.2 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with the 1989 Restricted Stock Award Plan, as adopted February 19, 2014
- 10.3 Form of Restricted Stock Unit Agreement in connection with the 1989 Restricted Stock Award Plan, as adopted February 19, 2014
- 10.4 Form of Stock Option Agreement for grants under the 2008 Stock Option Plan, as adopted February 19, 2014

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 19, 2014

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

THE COCA-COLA COMPANY

1989 RESTRICTED STOCK AWARD PLAN
(As Amended and Restated through February 19, 2014)

Section 1. Purpose

The purpose of the 1989 Restricted Stock Award Plan of The Coca-Cola Company (the "Plan") is to advance the interest of The Coca-Cola Company (the "Company") and its Related Companies (as defined in Section 4 hereof), by encouraging and enabling the acquisition of a financial interest in the Company by officers and other key employees through grants of restricted shares of Company Common Stock and/or performance share units (the "Awards", or singly, an "Award"). The Plan is intended to aid the Company and its Related Companies in retaining officers and key employees, to stimulate the efforts of such employees and to strengthen their desire to remain in the employ of the Company and its Related Companies. In addition, the Plan may also aid in attracting officers and key employees who will become eligible to participate in the Plan after a reasonable period of employment by the Company or its Related Companies.

Section 2. Administration

The Plan shall be administered by a committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") or in accordance with Section 7, Article III of the By-Laws of the Company (as amended through October 20, 2005) from among its members and shall be comprised of not less than three (3) members of the Board. The Committee shall determine the officers and key employees of the Company and its Related Companies (including officers, whether or not they are directors) to whom, and the time or times at which, Awards will be granted, the number of shares to be awarded, the time or times within which the Awards may be subject to forfeiture, and all other conditions of the Award. The provisions of the Awards need not be the same with respect to each recipient.

The Committee is authorized, subject to the provisions of the Plan, to establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan and to take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each action made or taken pursuant to the Plan, including interpretation of the Plan and the Awards granted hereunder by the Committee, shall be final and conclusive for all purposes and upon all persons, including, without limitation, the Company and its Related Companies, the Committee, the Board, the Officers and the affected employees of the Company and/or its Related Companies and their respective successors in interest.

Section 3. Stock

The stock to be issued under the Plan pursuant to Awards shall be shares of Common Stock, \$.25 par value, of the Company (the "Stock"). The Stock shall be made available from treasury or authorized and unissued shares of Common Stock of the Company. The total number of shares of Stock that may be issued pursuant to Awards under the Plan, including those already issued, may not exceed 40,000,000 shares (which was adjusted to 80,000,000 shares to reflect the stock split effected July 27, 2012 and is subject to further adjustment in accordance with Section 8). Shares of Stock previously granted pursuant to Awards, but which are forfeited pursuant to Section 5, below, shall be available for future Awards.

Section 4. Eligibility

Awards may be granted to officers and key employees of the Company and its Related Companies who have been employed by the Company or a Related Company (but only if the Related Company is one in which the Company owns on the grant date, directly or indirectly, either (i) 50% or more of the voting stock or capital where such entity is not publicly held, or (ii) an interest which causes the Related

Company's financial results to be consolidated with the Company's financial results for financial reporting purposes) for a reasonable period of time determined by the Committee. The term "Related Company" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 20 percent or more of the voting stock or capital at the applicable time.

Notwithstanding any other provision of the Plan, Awards, including performance share unit awards, may only be granted to employees if they are employed at the time the Award is initially granted; however, Awards in the form of performance share units or other share units may be settled in shares of Stock after the employee's termination of employment, if such employee qualifies for such a settlement under the terms of the Award.

No employee shall acquire pursuant to Awards granted under the Plan more than twenty (20) percent of the aggregate number of shares of Stock issuable pursuant to Awards under the Plan.

Section 5. Awards

Effective for grants on or after February 18, 2009, and except as otherwise specifically provided in the grant of an Award, Awards shall be granted solely for services rendered to the Company or any Related Company and shall be subject to the following terms and conditions:

- (a) If at any time the recipient terminates employment after attaining age 60 and completing ten Years of Service, dies or becomes disabled, such recipient shall be entitled to retain the number of shares subject to the Award if such shares have been issued, unless otherwise specified at the time of grant.
- (b) If the recipient terminates employment from the Company or a Majority-Owned Company within two years of a Change in Control, such recipient shall be entitled to retain the number of shares subject to the Award, unless otherwise specified at the time of grant. The term "Majority-Owned Related Company" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 50 percent or more of the voting stock or capital at the relevant time.
- (c) The Stock subject to an Award shall be forfeited to the Company if the employment of the employee by the Company or Related Company terminates for any other reason.

"Disabled" means a condition for which a recipient becomes eligible for and receives a disability benefit under the long term disability insurance policy issued to the Company providing Basic Long Term Disability Insurance benefits pursuant to The Coca-Cola Company Health and Welfare Benefits Plan, or under any other long term disability plan which hereafter may be maintained by the Company or a Related Company, provided that the recipient is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months.

"Years of Service" means "Years of Vesting Service" as that term is defined in the Employee Retirement Plan of The Coca-Cola Company.

"Change in Control" means a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as in effect on January 1, 2002, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the Exchange Act), is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act as in effect on January 1, 2002) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning

of such period constituted the Board of Directors of the Company cease, for any reason, to constitute at least a majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareholders of the Company approve any

merger or consolidation as a result of which the Common Stock shall be changed, converted or exchanged (other than a merger with a wholly-owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareholders of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareholders of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger or consolidation is completed; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change in Control would otherwise be deemed to have occurred, a majority of the Directors in office prior to the acquisition of the securities by such person determines otherwise.

(c) Awards may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time.

(d) Performance-Based Awards.

1. The Committee, which shall be comprised of two or more outside directors meeting the requirements of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code") may select from time to time, in its discretion, executive officers, senior vice-presidents and other key executives of the Company and its Related Companies, to receive awards of restricted stock or performance share units under the Plan, in such amounts as the Committee may, in its discretion, determine (subject to any limitations provided in the Plan), the release of which will be conditioned upon the attainment of certain performance targets ("Performance-Based Awards"). With respect to individuals residing in countries other than in the United States, the Committee may authorize alternatives that deliver substantially the same value, including, but not limited to, promises of future restricted stock awards provided that the grant and subsequent release is contingent upon attainment of certain performance targets under this section.

2. The Committee shall determine the performance targets and the Measurement Period (as defined below) that will be applied with respect to such grant. Grants of Performance-Based Awards may be made, and the performance targets applicable to such Performance-Based Awards may be defined and determined, by the Committee no later than ninety days after the commencement of the Measurement Period. The performance criteria applicable to Performance-Based Awards will be one or more of the following criteria:

- increase in shareowner value (e.g., total shareowner return);
- earnings per share;
- stock price;
- net income;
- return on assets;
- return on shareowners' equity;
- increase in cash flow;
- operating profit or operating margins;
- revenue growth of the Company;
- operating expenses;
- quality as determined by the Company's Quality Index;
- economic profit;
- return on capital;
- return on invested capital;
- earnings before interest, taxes, depreciation and amortization;
- goals relating to acquisitions or divestitures;

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- unit case volume;
 - operating income;
 - brand contribution;
 - value share of Non Alcoholic Ready-To-Drink segment;
 - volume share of Non Alcoholic Ready-To-Drink segment;
 - net revenue;
 - gross profit;
 - profit before tax;
 - number of transactions (number of physical packages sold);
 - productivity; and
 - service level.

Any of the performance criteria can be applied on an absolute basis or on a relative basis (e.g., as a relative comparison to a peer group, industry index, broad- base index, etc.), and may be calculated for a single year or calculated on a compound basis over multiple years.

At the time the Committee sets the performance criteria, the Committee shall define the criteria and any adjustments to be applied. The performance criteria may be applied to the Company as a whole or to a particular business unit, or a combination thereof, as determined at the time of grant applicable to the particular recipient.

The Measurement Period will be a period of at least one year, determined by the Committee in its discretion, commencing on January 1 of the first year of the Measurement Period and ending on December 31 of the last year of the Measurement Period. The Measurement Period may be subject to adjustment as the Committee may provide in the terms of each award. For newly hired or eligible individuals, the Measurement Period may consist of a partial year or years. The Committee may specify an additional required holding period after the Measurement Period.

3. Except as otherwise provided in the terms of the award, shares awarded in the form of Performance-Based Awards shall be eligible for release (the "Release Date") on March 1 following the completion of the Measurement Period.

4. Shares awarded in the form of Performance-Based Awards will be released only if the Controller of the Company (or, for non-financial measures, the appropriate approver) and the Committee certify that the performance targets have been achieved during the Measurement Period.

5. In addition to the other limitations in the Plan, a recipient may not receive Performance-Based Awards in a single year valued in excess of \$20 million at the time of the Award.

6. Performance-Based Awards granted pursuant to this Section 5(d) are intended to qualify as performance-based compensation under Section 162(m) of the Code and shall be administered and construed accordingly.

(e) No Award shall be released unless the employee properly, timely and unconditionally executes (by any means approved by the plan administrator or the Director, Executive Compensation) an agreement provided in connection with the Award.

Section 6. Nontransferability of Awards

Shares of Stock subject to Awards shall not be transferable and shall not be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of at any time prior to the first to occur of Retirement on a date which is at least five (5) years from the date of grant of an Award and on or after the

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date on which the employee has attained the age of 62, death or disability of the recipient of an Award or a Change in Control.

Section 7. Rights as a Stockholder

An employee who receives an Award shall have rights as a stockholder with respect to Stock covered by such Award to receive dividends in cash or other property or other distributions or rights in respect to such Stock and to vote such Stock as the record owner thereof.

In the case of performance share units or other share units, the Committee has sole discretion as to whether a recipient shall receive dividends or dividend equivalents prior to the release of the Shares, subject to the terms, conditions and restrictions described in the applicable agreement.

In the case of performance share units, for certain recipients for which the issuance of Shares on the date performance is certified would create adverse regulatory, tax, or legal consequences (determined in the discretion of the Company), Shares shall not be issued until just prior to the release date. In such a case, the Recipient shall be deemed to have share units equal to the number of Shares earned for the period between the date performance is certified and the date Shares are issued.

Section 8. Adjustment in the Number of Shares Awarded

In the event there is any change in the Stock through the declaration of stock dividends, through stock splits or through recapitalization or merger or consolidation or combination of shares or otherwise, the Committee or the Board shall make an appropriate adjustment in the number of shares of Stock thereafter available for Awards.

Section 9. Recapture of Award

The Company shall seek to recover any Award paid to any executive as required by the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any other "clawback" provision required by law or the listing standards of the New York Stock Exchange.

Section 10. Taxes

(a) If any employee properly elects, within thirty (30) days of the date on which an Award is granted, to include in gross income for federal income tax purposes an amount equal to the fair market value (on the date of grant of the Award) of the Stock subject to the Award, such employee shall make arrangements satisfactory to the Committee to pay to the Company in the year of such Award, any federal, state or local taxes required to be withheld with respect to such shares. If such employee shall fail to make such tax payments as are required, the Company and its Related Companies shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the employee any federal, state or local taxes of any kind required by law to be withheld with respect to the Stock subject to such Award.

(b) Each employee who does not make the election described in paragraph (a) of this Section shall, no later than the date as of which the restrictions referred to in Section 5 and such other restrictions as may have been imposed as a condition of the Award, shall lapse, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of any federal, state or local taxes of any kind required by law to be withheld with respect to the Stock subject to such Award, and the Company and its Related Companies shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the employee any federal, state, or local taxes of any kind required by law to be withheld with respect to the Stock subject to such Award.

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(c) The Committee may specify when it grants an Award that the Award is subject to mandatory share withholding for satisfaction of tax withholding obligations by employees. For all other Awards, whether granted before or after this paragraph 9(c) was added to this Plan, tax withholding obligations of an employee may be satisfied by share withholding, if permitted by applicable law, at the written election of the employee prior to the date the restrictions on the Award lapse. The shares withheld will be valued at the average of the high and low market prices at which a share of Stock was sold on the date the restrictions lapse (or, if such date is not a trading day, then the next trading day thereafter), as reported on the New York Stock Exchange—Composite Transactions listing.

Section 11. Restrictive Legend and Stock Power

Each certificate evidencing Stock subject to Awards shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such award. Any attempt to dispose of Stock in contravention of such terms, conditions, and restrictions shall be ineffective. The Committee may adopt rules which provide that the certificates evidencing such shares may be held in custody by a bank or other institution, or that the Company may itself hold such shares in custody until the restrictions thereon shall have lapsed and may require, as a condition of any Award, that the recipient shall have delivered a stock power endorsed in blank relating to the Stock covered by such Award.

Section 12. Amendments, Modifications and Termination of Plan

The Board or the Committee may terminate the Plan, in whole or in part, may suspend the Plan, in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed necessary or desirable to qualify the Awards under the laws of various states (including tax laws) and under rules and regulations promulgated by the Securities and Exchange Commission with respect to employees who are subject to the provisions of Section 16 of the Exchange Act, or to correct any defect or supply an omission or reconcile any inconsistency in the Plan or in any Award granted thereunder, without the approval of the stockholders of the Company; provided, however, that no action shall be taken without the approval of the stockholders of the Company which may increase the number of shares of Stock available for Awards or withdraw administration from the Committee, or permit any person while a member of the Committee to be eligible to receive an Award. Without limiting the foregoing, the Board of Directors or the Committee may make amendments applicable or inapplicable only to participants who are subject to Section 16 of the

Exchange Act. No amendment or termination or modification of the Plan shall in any manner affect Awards therefore granted without the consent of the employee unless the Committee has made a determination that an amendment or modification is in the best interest of all persons to whom Awards have theretofore been granted. The Board or the Committee may modify or remove restrictions contained in Sections 5 and 6 on an Award or the Awards as a whole which have been previously granted upon a determination that such action is in the best interest of the Company. The Plan shall terminate when (a) all Awards authorized under the Plan have been granted and (b) all shares of Stock subject to Awards under the Plan have been issued and are no longer subject to forfeiture under the terms hereof unless earlier terminated by the Board or the Committee.

Section 13. Governing Law

Except to extent preempted by Federal Law, this Plan shall be construed, governed and enforced under the laws of the State of Delaware (without regard to the conflicts of law principles thereof) and any and all disputes arising under this Plan are to be resolved exclusively by courts sitting in Delaware.

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THE COCA-COLA COMPANY 1989 RESTRICTED STOCK AWARD PLAN

ADDENDUM

For French Tax Residents

The Committee has determined that it is necessary and advisable to establish a subplan for the purpose of permitting Awards to qualify for French favorable tax and social security treatment. Therefore, Awards granted under the Plan to employees and officers (the "French Employees") of Related Companies in France may be granted under the terms of this Addendum to the Plan and applying to the Performance Share Agreement, provided that such Awards shall not have terms that would not otherwise be allowed under the general terms of the Plan. The authorization to grant Awards under this Addendum shall be for a limited period ending February 28, 2018.

1. Unless otherwise defined herein, the terms defined in this Addendum shall have the same meanings as defined in the Plan and in the Performance Share Agreement. In the event of a conflict between the terms and conditions of the Plan, this Addendum and the Performance Share Agreement, the terms and conditions of the Plan shall prevail except for the following additional terms that shall be defined as follows:

"Disability" means disability as determined in categories 2 and 3 under Article 341-4 of the French Social Security Code.

"Related Companies" means the companies within the meaning of Article L. 225-197-2 of the French Commercial Code or any provision substituted for same.

"Closed Period" means (i) ten quotation days preceding and following the disclosure to the public of the consolidated financial statements or annual statement of the Coca-Cola Company; or (ii) the period as from the date the corporate management entities (involved in the governance of the company, such as the Board, Committee, supervisory, in the case it would be disclosed to the public, significantly impact the quotation of the shares of the Company, until ten quotation days after the day such information is disclosed to the public.

2. This addendum shall be applicable to French Employees and corporate officers (*e.g., Président du Conseil d'Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de sociétés, Président de sociétés par actions*) of a Related Company and who is a French tax resident at the time of the grant.
3. Any Awards granted under this Addendum shall include Either:
 - a. An acquisition period of at least two years (at the end of which the shares are released to the French Employees) followed by a minimum two-year holding period (during which the Shares cannot be disposed of). As from the end of the holding period, the shares shall be freely transferable, subject to legal and regulatory provisions in force; or
 - b. An acquisition period of at least four years (at the end of which the shares are released to the French Employees). Shares released shall be freely transferable, subject to legal and regulatory provisions in force.
4. Awards may be granted only to French Employees who hold less than ten percent (10%) of the outstanding Shares of the Company at the Date of Grant, being specified that a grant can not entitle a French Employee to hold more than ten percent (10%) of the outstanding Stock of the Company.

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5. The shares: (i) shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of until the end of the two-year holding period following the release date, and (ii) shall, if the French Employee's continuous employment with the Related Companies shall terminate for any reason (except as otherwise provided in items 9 and 10, herein) before the end of the Performance Period, be forfeited to the Company forthwith, and all the rights of the Employee to such Performance Shares Agreement shall immediately terminate.
6. Unless and until such time as Shares awarded are issued, the Employee shall have no ownership of the Shares allocated to the awards and shall have no right to vote and to receive dividends, if applicable, subject to the terms, conditions and restrictions described in the Plan, in the Performance Share Agreement and herein.
7. For compliance purpose with French law, the Shares granted shall not be transferable during the Closed Period.
8. In the event of the death of an Employee occurring prior to the Release Date, his/her heirs and assigns may claim the release of the Shares of the deceased Employee within six months following the date of death. Thereafter, the award will lapse and be null and void. Provision of the Performance Share Agreement shall apply. However, the Employee's heirs shall not be bound by the holding period as defined in item 7 above.
9. In the event of the Disability of an Employee occurring prior to the Release Date, the Shares will be issued and/or released to the Employee within the period defined in the Performance Share Agreement and following the acknowledgement by the Company of the Disability. The Employee shall not be bound by the holding period as defined in item 7 above.
10. Any additional and specific condition to the grant of Shares shall be contained in the Performance Share Agreement (i.e. Continuous Employment, Performance Conditions).

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**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") performance share units over the number of shares of Common Stock, \$.25 par value, of the Company (the "Shares") set forth below as the "Target Award" (the "Award") in accordance with and subject to the terms, conditions and restrictions of this Performance Share Agreement, including any country-specific provisions for the Recipient's country in the appendix attached hereto (the "Appendix", together with the Performance Share Agreement, the "Agreement"). The Award shall settle as Shares, but until such settlement, the Award will be denominated in performance share units. The Shares awarded 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: XXXXXXXXXX
Target Award: XXXXXX Shares
Award Date: XXXXXX, XX, XXXX

The following dates are applicable for this Award:

Performance Period	XXXXXXXX — XXXXXX
Holding Period	XXXXXXXX- XXXXXX
Performance Certification Date	XXXX, on the date of the Compensation Committee meeting
Release Date	One year following the Performance Certification Date

Performance Criteria: The following performance criteria must be met for Shares to be released pursuant to an Award under this Agreement. The number of Shares that may be released on the Release Date shall be determined based upon the Target Award and the following schedule, subject to Sections 1 and 3:

<u>Performance Criteria</u>	<u>Percentage of Target Award to be Granted</u>
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. If these conditions are not satisfied, the Award shall be forfeited. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein.

(a) **Continuous Employment.** Except as provided in Section 3 or in the Appendix, 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 issuable 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.** As soon as administratively practicable following the Release Date, or as otherwise provided in Section 3 below, the number of Shares determined 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 and shall not have any other rights with respect to the Shares.

(3) **Termination of Employment.**

(a) Subject to the attached Appendix and to Section 3(b) below, if any of the types of termination of employment 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 termination of employment and the timing of the same. In the event of the Recipient's termination of employment prior to the Release Date for reasons other than those set forth below, the Award shall be forfeited.

<u>Type of Termination of Employment</u>	<u>During the Performance Period</u>	<u>During the Holding Period</u>
Death	The Recipient's estate shall be paid a cash amount equal to the value of the Target Award. 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.	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 Criteria are certified, the number of Shares earned are issued and released on the Release Date. 	Issue and/or release Shares earned on the Release Date.
Retirement: Termination of employment after attaining age 60 and completing 10 Years of Service	<ul style="list-style-type: none"> Awards held less than 12 months from the Award Date are forfeited. For Awards held at least 12 months from the Award Date, the Performance Period continues. After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release 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. 	Issue and/or release Shares earned on the Release 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.
Involuntary termination of employment after attaining age 50 and completing 10 Years of Service because of a reduction in workforce, internal reorganization, or job elimination	<ul style="list-style-type: none"> Awards held less than 12 months from the Award Date are forfeited. For Awards held at least 12 months from the Award Date, provided the recipient signs a release of all claims and, if requested, an agreement on confidentiality and competition, such recipient shall be entitled to retain a prorated number of Shares subject to the Award if such Shares have been earned, unless otherwise specified at the time of grant. Shares will be prorated based on the number of whole and partial calendar months of service during the Performance Period through the date of termination of employment, with any partial calendar months equaling a whole calendar month. The number of Shares earned are issued and released on the Release 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"> Provided the recipient signs a release of all claims and, if requested, an agreement on confidentiality and competition, Holding Period continues. If all requirements met, earned Shares are released on the Release 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.
[Optional Language: Company-Initiated transfer to another geography. To be used for performance awards based on a particular	<ul style="list-style-type: none"> [If the transfer occurs on or prior to March 30 during the first year of the Performance Period, the Award is forfeited. If the transfer occurs on or prior to March 30 during a subsequent year of the Performance Period, the Performance Period shall be shortened to 	<ul style="list-style-type: none"> [Holding Period continues. If all requirements met, earned Shares are released on the Release Date.]
geography.]	<ul style="list-style-type: none"> the beginning of the original Performance Period through the end of the year prior to the year of transfer, and the Recipient shall receive a prorated number of Shares based on the Performance Period(s) completed. If the transfer occurs after March 30, the Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year in which the transfer occurs and the Recipient shall receive a prorated number of Shares based on the Performance Period(s) completed. If the Performance Criteria are met during the shortened Performance Period, after the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.] 	
[Alternative Optional Language: Company-Initiated transfer to another geography; multiple Performance Periods. To be used for performance awards based on a particular geography.]	<ul style="list-style-type: none"> [If the transfer occurs on or prior to March 30, the Award for the current Performance Period shall be forfeited. If the transfer occurs after March 30, the current Performance Period shall continue.] 	<ul style="list-style-type: none"> [Holding Period continues. If all requirements met, earned Shares are released on the Release Date.]
Company-Initiated transfer to a Related Company	<ul style="list-style-type: none"> Performance Period continues. After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date. 	<ul style="list-style-type: none"> Holding Period continues. If all requirements met, earned 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"> The number of Shares subject to the Target Award 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 U.S. 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 determined in accordance with the certified Performance Criteria 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 any Power of Attorney, if requested and 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 on file with the Company, or if different, the Recipient's employer (the "Employer") and/or the Company's plan broker, Merrill, Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"). 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) **Responsibility for Taxes.**
- (a) Irrespective of any action taken by the Company or the Employer, the Recipient hereby acknowledges and agrees that the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient's participation in the Plan and legally applicable to the Recipient ("Tax-Related Items"), is and remains the responsibility of the Recipient or the Recipient's estate (as applicable) and may exceed the amount actually withheld by the Company or the Employer. The Recipient acknowledges and understands that the requirements with respect to the Tax-Related Items may change from time to time as applicable laws or interpretations change.
- (b) Prior to any relevant taxable or tax withholding event, as applicable, the Recipient agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items withholding obligations by one or a combination of the following:
- (1) withholding from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or the Employer, or any other payment of any kind otherwise due to the Recipient by the Company and/or the Employer; or
 - (2) withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf pursuant to this authorization without further consent); or
 - (3) retention of or withholding in Shares to be issued upon vesting/settlement of the Award.
- (c) If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Recipient is deemed to have been issued the full number of Shares subject to the Award, notwithstanding that a number of the Shares are retained solely for the purpose of paying the Tax-Related Items.
- (d) In addition, the Recipient shall 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 that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

(e) The Recipient further acknowledges that the Company and/or 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 pursuant to such settlement or release and the receipt of any dividends and/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 is subject to tax in more than one jurisdiction, the Recipient acknowledges that the Company and/or 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 and/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 shall not affect in any way the right of the Company or the 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 the Recipient's employment from the Company and/or the Employer, 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, the Employer and/or any other Related Company 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, the Employer and/or any other Related Company which the Recipient was involved with during the Recipient's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company, the Employer and/or any other Related Company that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any other 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
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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, the Employer and/or any other Related Company that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any other 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 the Recipient, in the event of the 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 the Recipient by virtue of the Recipient's employment with the Company, the Employer or any other 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 the Recipient by virtue of the Recipient's employment with the Company, the Employer or any other 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 the Recipient's employment with the Company, the Employer or any other Related Company;

(h) *Violation of Company Policies* — violating any written policies of the Company or the 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) **Data Privacy.** The Recipient hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Recipient's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Employer, the Company and its other Related Companies for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Recipient understands that the Employer, the Company and any other Related Company may 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 or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and details of all Awards or any other entitlements to shares of stock awarded, cancelled, vested, unvested, or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, administering or managing the Plan. Certain Data may also constitute "sensitive personal data" within the meaning of applicable local law. Such Data includes, but is 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, the Employer and any other Related Company to process any such Data.

The Recipient understands that Data will be transferred to Merrill Lynch, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Recipient's country. The Recipient understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Recipient authorizes the Company, Merrill Lynch and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Recipient's consent is that the Company would not be able to grant the Recipient Awards or other equity awards or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect the Recipient's ability to participate in the Plan. For more information on the consequences of the Recipient's refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.

(12) **Nature of Award.** In accepting the Award, the Recipient acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and the Company can amend, modify, suspend, cancel or terminate it at any time, to the extent permitted under the Plan;

(b) this Award 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 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) this Award and the underlying Shares, and any income derived therefrom are not paid in lieu of and are not intended to replace any pension rights or 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, dismissal, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement or welfare benefits or similar payments;

(f) for purposes of the Award, the Recipient's employment or service relationship will be considered terminated as of the date the Recipient is no longer actively

other Related Company (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Recipient's right to vest in the Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Recipient's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Award (including whether the Recipient may still be considered to be providing services while on a leave of absence);

(g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of the Recipient's employment or other service relationship (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and in consideration of the grant of the Award to which the Recipient is otherwise not entitled, the Recipient irrevocably agrees never to institute any claim against the Company, the Employer or any other Related Company; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Recipient shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(i) the Award and the Recipient's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, the Employer or any other Related Company and shall not interfere with the ability of the Company, the Employer or any other Related Company, as applicable, to terminate the Recipient's employment or service relationship (if any); and

(j) if the Recipient is providing services outside the United States, the Recipient acknowledges and agrees that neither the Company, the Employer nor any other Related Company shall be liable for any foreign exchange rate fluctuation between the Recipient's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to the Recipient pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.

(13) **Entire Agreement; Severability.** The Plan and this Agreement set forth the entire understanding between the Recipient, the Employer, the Company, and any other Related Company regarding the acquisition of the Shares and supersedes all prior oral and written agreements pertaining to this Award. 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.

(14) **Governing Law and Venue.** This Award and this Agreement has been made in and shall be governed by, construed under and in accordance with the laws of the State of Delaware, United States of America, without regard to the conflict of law provisions, as provided in the Plan.

Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Award or this Agreement, shall be

brought and heard exclusively in the United States District Court for the District of New Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.]

(15) **Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Award prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Recipient's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

(16) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(17) **Appendix.** The Award shall be subject to any special terms and conditions for the Recipient's country set forth in the Appendix. Moreover, if the Recipient relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to the Recipient, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

(18) **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Recipient's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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.

APPENDIX TO

THE COCA-COLA COMPANY 1989 RESTRICTED STOCK AWARD PLAN PERFORMANCE SHARE AGREEMENT

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Award granted to the Recipient under the Plan if the Recipient works in one of the countries listed below. If the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the Company will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to the Recipient.

Certain capitalized terms used but not defined in this Appendix have the same meanings set forth in the Plan and/or the Agreement, as applicable.

Notifications

This Appendix also includes information regarding securities, exchange control and certain other tax or legal issues of which the Recipient should be aware with respect to the Recipient's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of February 2014. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Recipient not rely on the information in this Appendix as the only source of information relating to the consequences of the Recipient's participation in the Plan because the information may be out of date when the Award vests, Shares are issued to the Recipient and/or the Recipient sells Shares acquired under the Plan.

Depending on the Recipient's country, the Recipient may be subject to exchange control rules which may affect the Recipient's ability to acquire or sell Shares or rights to Shares (e.g., Awards), and/or transfer any cash proceeds related to such Shares or rights under the Plan. For instance, the Recipient may be required to obtain approval from the relevant exchange control authority and/or repatriate any cash proceeds in connection with any aspect of his or her participation in the Plan. The Recipient may also be subject to foreign asset/account reporting obligations in connection with the Award, Shares and/or related cash proceeds, as well as any bank and/or brokerage accounts abroad where the Shares and/or related cash proceeds may be deposited and held. The Recipient acknowledges that it is solely his or her responsibility to comply with any applicable exchange control and/or foreign asset/account reporting requirements, and the Recipient is advised to consult his or her personal advisor on this matter to ensure compliance with such requirements as they may apply to the Recipient.

In addition, the information contained herein is general in nature and may not apply to the Recipient's particular situation and the Company is not in a position to assure the Company of a particular result. Accordingly, the Recipient is advised to seek appropriate professional advice as to how the relevant laws in the Recipient's country may apply to his or her situation.

Finally, if the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the information contained herein may not be applicable to the Recipient in the same manner.

CHINA

The following provisions govern the Recipient's participation in the Plan if the Recipient is a national of the People's Republic of China resident and working in mainland China:

Separation from the Company

Notwithstanding any provisions in the Agreement to the contrary, the following provisions apply in the event of separation from the Company or a Related Company in China due to Disability and Retirement:

Awards held less than 12 months from the date of Award are forfeited.

For Awards held at least 12 months, 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 Disability or Retirement, as applicable. If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient 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. The value shall be determined based on the closing price of the Shares on the date of the Recipient's Disability or Retirement, as applicable, and shall be paid within 90 days of the Recipient's Disability or Retirement, as applicable.

For the purpose of determining "Retirement," the definition of "Retirement" as contained in Section 5(a) of the Plan is replaced with the following definition:

"Retirement" means an employee's termination of employment on a date which is on or after the date on which the Recipient attains age 55 and has completed at least ten years of service (service being defined as Years of Vesting Service under the Company's Pension Plan (the "Pension Plan"), whether or not the employee is covered by the Pension Plan.

Exchange Control Requirements

By accepting the Award, the Recipient acknowledges that he or she understands and agrees that, due to exchange control requirements in China, the Recipient is not permitted to transfer any Shares acquired under the Plan out of the Recipient's account established with the Company's designated broker. In addition, as a condition of participation, the Recipient must execute the Power of Attorney below and agree to certain special terms and conditions as set forth below to comply with exchange control requirements in China and allow the Plan to continue in operation. Any and all Awards granted to the Recipient (including any and all outstanding Awards previously granted, any Shares issued to the Recipient in respect thereof, as well as current and future grants of Awards issued to the Recipient hereafter) are subject to local exchange control requirements, including the following special terms and conditions:

(i) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the Recipient must sell all of the Shares received through the vesting of any Award within six (6) months following the Recipient's termination of employment for any reason, or within any other timeframe as may be required by the State Administration of Foreign Exchange ("SAFE"), Shanghai branch. In no event shall the Recipient be permitted to hold Shares later than six (6) months following the date of the Recipient's termination of employment for any reason, and the Company will authorize Merrill Lynch (or any successor broker designated by the Company) to sell the Shares (on the Recipient's behalf and pursuant to the authorization without further consent) should the Shares remain in the Recipient's account more than six (6) months following the Recipient's termination of employment. In addition, upon vesting of the Award, a set percentage of the Shares issued at vesting may need to be sold in order to cover any Tax-Related Items due at vesting.

The Recipient must authorize Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") or

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any successor broker designated by the Company to sell such Shares as described above (on the Recipient's behalf and pursuant to this authorization) and provide to the Company and/or Merrill Lynch any documentation or evidence necessary to effect such sale of the Shares. Neither the Company nor Merrill Lynch (or any successor broker designated by the Company) are under any obligation to arrange for such sale of the Shares at any particular price or on any specific date or time. Further, the Company shall have the exclusive discretion to determine when the Recipient is no longer actively providing service for purposes of the Award;

(ii) The Recipient must repatriate the cash proceeds from the sale of the Shares issued upon the vesting of the Award to China. Such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by the Company, the Employer or any other Related Company in China, and any proceeds from the sale of any Shares the Recipient acquires may be transferred to such special account prior to being delivered to the Recipient (less any Tax-Related Items and any brokerage fees or commissions);

(iii) The Company will deliver the proceeds of the sale of Shares (less any Tax Related Items and any brokerage fees or commissions) to the Recipient as soon as possible, but there may be delays in distributing the funds to the Recipient due to exchange control requirements in China. Proceeds may be paid to the Recipient in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Recipient in U.S. dollars, the Recipient will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to the Recipient in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Recipient acknowledges and agrees that he or she bears the risk of any currency conversion rate fluctuation between the date that the Shares or any dividends paid on the Shares are sold, as applicable, and the date of conversion of the cash proceeds to local currency.

(iv) The Recipient further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Power of Attorney

The Recipient is a PRC national employee working for the Company, the Employer or another Related company in China and, by electing to participate in the Plan and accepting the Agreement (including this Appendix), the Recipient 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 Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf any and all Shares the Recipient receives through the vesting of the Recipient's PSUs which are still being held in his or her brokerage account as of the date which is six (6) months following the date of his or her termination of employment;*

(iii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) repatriate the proceeds of the sale of the Recipient's Shares through a special exchange control account in China established by the Company, the Employer or any other Related Company;*

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(iv) *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 and the repatriation and delivery of the cash proceeds from such sale;

(v) To take any additional action that may be necessary or appropriate for implementation of the Plan with SAFE and any other competent PRC authority, including but not limited to the transfer of funds through a special exchange control account in China; and

(vi) 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 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.

DENMARK

Terms and Conditions

Termination of Employment

The following provisions govern the Recipient's participation in the Plan if the Recipient is subject to Danish law at the time of termination of employment:

In the event of involuntary termination of employment from Denmark (as defined by local Danish law), the following table describes the result depending on the timing of the event.

	During the Performance Period	During the Holding Period
Involuntary termination of employment (as defined by Danish law)	<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 termination of employment.

Danish Stock Option Act

By accepting the Awards, the Recipient acknowledges that he or she has received a Danish translations of an Employer Statement, which is being provided to comply with the Danish Stock Option Act.

FRANCE

Terms and Conditions

Awards Intended to be Tax-Qualified

The Award is intended to be a tax-qualified award granted under Sections L. 225-197-1 to L. 225-197-6-1 of the French Commercial Code, as amended ("French Award"). The Company does not undertake to continue to maintain the qualified status of the French Award. The Recipient understands and agrees that he or she will be responsible for paying personal income tax and the Recipient's portion of social security contributions resulting from the vesting of this French Award in the event the French Award loses its

qualified status and the Recipient will not be entitled to any damages if the Award no longer qualifies as French Award.

Except in the event of death or disability, notwithstanding the satisfaction of the Performance Criteria during the Performance Period, the French Award shall not vest prior to two years from the Award Date, or such other period as is required for the minimum vesting period applicable to French Awards under Section L. 225-197-1 of the French Commercial Code, the relevant sections of the French Tax Code or of the French Social Security Code, as amended (the "Vesting Period").

Except in the event of death or disability, the sale or transfer of the Shares issued pursuant to the French Awards shall not occur prior to the earlier of (a) Release Date specified by the Committee or (b) to the expiration of a two year period as calculated from the respective vesting date, a four year period from the Award date or such other period as is required to comply with the minimum mandatory holding period applicable to Shares underlying French Awards (the "Holding Period"). This Holding Period applies even after the French Participant is no longer an employee of the French employer.

In addition, the Shares may not be sold or transferred during certain closed periods established by French law and tax guidelines to the extent such closed periods are applicable to the sale or transfer of Shares underlying French Award.

In the event of the Recipient's death, the Vesting Period, Holding Period and closed period restrictions described above shall not apply. In that instance, the terms of Section 3 with respect to death shall apply except that the Recipient's heirs shall be issued the Target Award Shares, rather than a cash amount. Regardless of any contrary provision in the Agreement, the Recipient's heirs shall forego all rights to Shares if they do not request the Shares within such period as is set forth in this Agreement and in no event later than six months of the Recipient's death.

In the event that the Recipient is disabled (as that term is established under French tax rules), the Vesting Period, Holding Period and closed period restrictions described above shall not apply and the terms applicable upon disability as set forth in Section 3 shall apply.

Language Consent

By accepting the French Award, the Recipient confirms having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English language. The Récipiente accepts the terms of those documents accordingly.

En acceptant l'attribution, le Bénéficiaire confirme ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Le Bénéficiaire en accepte les termes en connaissance de cause.

SPAIN

Terms and Conditions

Labor Law Acknowledgment

The following provision supplements Section 12 of the Agreement:

In accepting the Award, the Recipient consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The Recipient understands and agrees that the Company has unilaterally, gratuitously and discretionally decided to grant the Award under the Plan to individuals who may be employees of the Company and any

Related Companies throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Related Companies. Consequently, the Recipient understands that the Award is granted on the assumption and condition that the Award and any Shares issued under the Plan are not part of any employment contract (either with the Company or any Related Companies) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Recipient understands that the Award would not be granted to the Recipient but for the assumptions and conditions referred to herein; thus, the Recipient acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Award and any right to the Award shall be null and void.

Further, the vesting of the Award is expressly conditioned on the Recipient's continued employment, such that upon termination of employment, the Award may cease vesting immediately, effective on the date of the Recipient's termination of employment (unless otherwise specifically provided in the Agreement and/or the Plan). In particular, the Recipient understands and agrees that any unreleased Awards as of the date the Recipient is no longer actively employed or in service (unless otherwise specifically provided in the Agreement and/or the Plan) will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of termination of the Recipient's employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.

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”) restricted stock units over the number of shares of Common Stock, \$.25 par value, of the Company (the “Shares”) set forth below as the “Target Award” (the “Award”) in accordance with and subject to the terms, conditions and restrictions of this Restricted Stock Unit Agreement. The Award shall settle as Shares, but until such settlement, the Award will be denominated in restricted stock units. The Shares awarded 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: XXXXXXXXXX
Target Award: XXXXXX Shares
Award Date: XXXXXX XX, XXXX

The following dates are applicable for this Award:

Award Date XXXXXX XX, XXXX
Acceptance Date XXXXXX XX, XXXX
Release Date XXXXXX XX, 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). If these conditions are not satisfied, the Award shall be forfeited. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein.

(a) Except as provided in paragraphs (1)(b), (c) and (d), 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.

(d) For Awards held for at least 12 months, in the event of the Recipient’s involuntary termination of employment after attaining age 50 and completing 10 Years of Service because of a reduction in workforce, internal reorganization, or job elimination, and provided the Recipient signs a release of all claims and, if requested, an agreement on confidentiality and competition, the Shares will continue to vest for up to four years from the date of termination, with such vesting schedule as originally set forth in the

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terms of this agreement, except as otherwise required by applicable law. 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.** As soon as administratively practicable following the Release Date(s), the number of indicated Shares 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 and shall not 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 any Power of Attorney, if requested and 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 on file with the Company, or if different, the Recipient’s employer (the “Employer”) and/or the Company’s plan broker, Merrill, Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”). 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) **Responsibility for Taxes.**

(a) Irrespective of any action taken by the Company or the Employer, the Recipient hereby acknowledges and agrees that the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient’s participation in the Plan and legally applicable to the Recipient (“Tax-Related Items”), is and remains the responsibility of the Recipient or the Recipient’s estate (as applicable) and may exceed the amount actually withheld by the Company or the Employer. The Recipient acknowledges and understands that the requirements with respect to the Tax-Related Items may change from time to time as applicable laws or interpretations change.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Recipient agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items withholding obligations by one or a combination of the following:

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- (1) withholding from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or the Employer, or any other payment of any kind otherwise due to the Recipient by the Company and/or the Employer; or
- (2) withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf pursuant to this authorization without further consent); or
- (3) retention of or withholding in Shares to be issued upon vesting/settlement of the Award.

(c) If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Recipient is deemed to have been issued the full number of Shares subject to the Award, notwithstanding that a number of the Shares are retained solely for the purpose of paying the Tax-Related Items.

(d) In addition, the Recipient shall 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 that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

(e) The Recipient further acknowledges that the Company and/or 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 pursuant to such settlement or release and the receipt of any dividends and/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 is subject to tax in more than one jurisdiction, the Recipient acknowledges that the Company and/or 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 and/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 shall not affect in any way the right of the Company or the 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 the Recipient's employment from the Company and/or the Employer, 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, the Employer and/or any other Related Company thereof, including but not limited to negative references to the Company or its products, services, corporate

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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, the Employer and/or any other Related Company which the Recipient was involved with during the Recipient's employment;

(c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of the Company, the Employer and/or any other Related Company that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any other 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, the Employer and/or any other Related Company that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any other 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 the Recipient, in the event of the 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 the Recipient by virtue of the Recipient's employment with the Company, the Employer or any other 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 the Recipient by virtue of the Recipient's employment with the Company, the Employer or any other 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 the Recipient's employment with the Company, the Employer or any other Related Company; or

(h) *Violation of Company Policies* — violating any written policies of the Company or the 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

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jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.

- (10) **Data Privacy.** The Recipient hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Recipient's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Employer, the Company and its other Related Companies for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Recipient understands that the Employer, the Company and any other Related Company may 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 or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and details of all Awards or any other entitlements to shares of stock awarded, cancelled, vested, unvested, or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, administering or managing the Plan. Certain Data may also constitute "sensitive personal data" within the meaning of applicable local law. Such Data includes, but is 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, the Employer and any other Related Company to process any such Data.

The Recipient understands that Data will be transferred to Merrill Lynch, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Recipient's country. The Recipient understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Recipient authorizes the Company, Merrill Lynch and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Recipient's consent is that the Company would not be able to grant the Recipient Awards or other equity awards or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect the Recipient's ability to participate in the Plan. For more information on the consequences of the Recipient's refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.

- (11) **Nature of Award.** In accepting the Award, the Recipient acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and the Company can amend, modify, suspend, cancel or terminate it at any time, to the extent permitted under the Plan;

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(b) this Award 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 future awards, including, but not limited to, the times when awards are made, the number of Shares, 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) this Award and the underlying Shares, and any income derived therefrom are not paid in lieu of and are not intended to replace any pension rights or 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, dismissal, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement or welfare benefits or similar payments;

(f) for purposes of the Award, the Recipient's employment or service relationship will be considered terminated as of the date the Recipient is no longer actively providing services to the Company or any other Related Company (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Recipient's right to vest in the Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Recipient's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Award (including whether the Recipient may still be considered to be providing services while on a leave of absence);

(g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of the Recipient's employment or other service relationship (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and in consideration of the grant of the Award to which the Recipient is otherwise not entitled, the Recipient irrevocably agrees never to institute any claim against the Company, the Employer or any other Related Company; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Recipient shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(i) the Award and the Recipient's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, the Employer or any other Related Company and shall not interfere with the ability of the Company, the Employer or any other Related Company, as applicable, to terminate the Recipient's employment or service relationship (if any); and

(j) if the Recipient is providing services outside the United States, the Recipient acknowledges and agrees that neither the Company, the Employer nor any other Related Company shall be liable for any

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foreign exchange rate fluctuation between the Recipient's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to the Recipient pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.

(12) **Entire Agreement; Severability.** The Plan and this Agreement set forth the entire understanding between the Recipient, the Employer, the Company, and any other Related Company regarding the acquisition of the Shares and supersedes all prior oral and written agreements pertaining to this Award. 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 and Venue.** This Award and this Agreement has been made in and shall be governed by, construed under and in accordance with the laws of the State of Delaware, United States of America, without regard to the conflict of law provisions, as provided in the Plan.

Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Award or this Agreement, shall be brought and heard exclusively in the United States District Court for the District of New Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

(14) **Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Award prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Recipient's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

(15) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(16) **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Recipient's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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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.

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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.

THE COCA-COLA COMPANY
2008 STOCK OPTION PLAN
STOCK OPTION AGREEMENT

Account Number:

The Coca-Cola Company ("KO") hereby grants to the optionee named below Options to purchase KO Common Stock at the option price per share set forth below, subject to the provisions of this Stock Option Agreement, including any country-specific provisions for the optionee's country in the appendix attached hereto (the "Appendix," together with the Stock Option Agreement, the "Agreement") and The Coca-Cola Company 2008 Stock Option Plan (the "Plan").

Optionee's Name:

Number of Options Granted, each for One Share of KO Common Stock:

Option Price per Share:

Option Offer Date for Belgium:

Option Grant Date:

Option Expiration Date:

Vesting Schedule:

Capitalized terms not otherwise defined in this Agreement shall have the meaning provided in the Plan. The Plan is incorporated into, and made a part of, this Agreement.

1. When Options can be exercised

(a) General provisions.

- (i) No Option may be exercised until it has vested.
- (ii) No Option shall vest prior to the first anniversary of the grant date, except in the event of a Change in Control, death or Disability.
- (iii) Except as is otherwise explicitly provided in this Agreement and the Plan, non-vested Options are forfeited immediately following termination of employment for any reason, and vested Options expire the earlier of: a) six months following termination of employment for any reason, and b) the Expiration Date noted in the Option.
- (iv) The Plan describes the impact upon vesting and the expiration of Options on the following events: death, Disability, Change in Control, various types of leaves of absence, termination of employment, change in KO's investment in the optionee's employer (the "Employer") which results in the Employer no longer meeting the definition of a Related Company under the Plan, and transfer of employment to a Related Company.
- (v) Once an Option has vested, it may be exercised until it expires. Unless otherwise provided in the Plan or in this Agreement, the Options expire on the Option expiration date noted above.
- (vi) Notwithstanding any provision to the contrary in the Plan or in this Agreement, in the event of the optionee's violation of Section 4 below, the Options will expire immediately at the time of such violation.

- (b) Specific provisions. Except as otherwise provided in the Plan or in this Agreement, one fourth of the number of Options covered by this Agreement shall vest on each of the first, second, third and fourth anniversaries of the grant date.

2. How to exercise the Options. In order to exercise an Option, it must be vested and must not have expired, and the optionee must do the following:

- (a) Pay the option price. The optionee must pay the option price. The optionee shall be informed of the acceptable form and method of payment at or before the time the optionee informs KO of his or her intention to exercise the Option. The acceptable forms and methods of payment of the option price may include payment in cash, pursuant to a cashless exercise authorized by KO, or by delivery, through attestation, of shares of KO Common Stock owned by the optionee. Not all forms and methods of payment are available in every country. The value of any shares delivered to pay the option price shall be computed on the basis of the most recent reported market price at which a share of KO Common Stock shall have been sold prior to the time of processing the optionee's election to deliver shares in payment of the option price, as reported on the New York Stock Exchange Composite Transactions listing.

- (b) Complete all paperwork. The optionee must complete, sign and return any paperwork required by KO or by Merrill Lynch, Pierce, Fenner & Smith ("Merrill Lynch"), or such other agent as may administer the Option program on behalf of KO from time to time.

(c) Pay applicable Tax-Related Items withholding.

Irrespective of any action taken by the Company or the Employer, the optionee hereby acknowledges and agrees that the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the optionee's participation in the Plan and legally applicable to the optionee ("Tax-Related Items"), is and remains the responsibility of the optionee or the optionee's estate or legal representative (as applicable) and may exceed the amount actually withheld by the Company or the Employer. The optionee acknowledges and understands that the requirements with respect to the Tax-Related Items may change from time to time as applicable laws or interpretations change.

Prior to any relevant taxable or tax withholding event, as applicable, the optionee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the optionee authorizes the Company, the Employer, and their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items withholding obligations by one or a combination of the following:

- withholding from the optionee's wages or other cash compensation paid to the optionee by the Company and/or the Employer, or any other payment of any kind otherwise due to the optionee by the Company and/or the Employer; or
- withholding from proceeds of the sale of shares of KO Common Stock acquired upon exercise of the Option, either through a voluntary sale or through a mandatory sale arranged by the Company. In this regard, the optionee agrees that, should KO or any Related Company in its reasonable judgment determine that Tax-Related Items withholding is required upon exercise of the options, KO may instruct Merrill Lynch to withhold and/or sell shares of KO Common Stock acquired by the optionee upon exercise of his or her options, or
- If the optionee is a U.S. taxpayer, he or she may elect to satisfy federal, state and local income Tax-Related Items liabilities due by reason of the exercise by

having shares of KO Common Stock withheld. The value of withheld shares shall be computed as described in paragraph 2(a) above.

If the obligation for Tax-Related Items is satisfied by withholding in shares of KO Common Stock, for tax purposes, the optionee is deemed to have been issued the full number of shares subject to the Option, notwithstanding that a number of the shares are retained solely for the purpose of paying the Tax-Related Items.

In addition, the optionee shall 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 optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the KO Common Stock or the proceeds of the sale of Shares, if the optionee fails to comply with the optionee's obligations in connection with the Tax-Related Items.

The optionee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of shares of KO Common Stock upon exercise, the subsequent sale of shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if the optionee is subject to tax in more than one jurisdiction, the optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For optionees who are International Service Associates, all Tax-Related Items remain the optionee's responsibility, except as expressly provided in KO's International Service Policy and/or tax equalization program.

- (d) Pay applicable fees. The optionee agrees to pay to Merrill Lynch any costs associated with the sale of shares of KO Common Stock acquired upon exercise of the Options, whether such shares are sold to pay the option price, to satisfy Tax-Related Items or for other reasons.
- (e) Right of set-off. By accepting this Agreement, the optionee agrees that, should KO or any Related Company in its reasonable judgment determine that optionee owes KO, any Related Company or any affiliate any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to KO pursuant to KO's tax equalization program or KO's policies with respect to travel and business expenses, and if the optionee has not satisfied such obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO Common Stock acquired by the optionee upon exercise of his or her Options, or KO may deduct funds equal to the amount of such obligation from the optionee's salary or other funds due to the optionee from KO.
- (f) Comply with additional restrictions. The optionee agrees that the Compensation Committee of the Board of Directors of KO (the "Committee"), or its designee, may, in the exercise of its sole and absolute discretion at or before the time the optionee informs KO of his or her intention to exercise the Option,

establish any additional conditions or restrictions with respect to the exercise of the Option, including, but not limited to, restrictions on the acceptable form or method of payment of the option price and restrictions for failing to promptly submit to KO, any Related Company or any affiliate thereof, a tax organizer, or such other tax-related documents reasonably requested by KO or, if different, the Employer, pursuant to KO's tax equalization program (if optionee is a participant in such program). The optionee shall be informed of such restrictions. The optionee agrees to comply with any such additional conditions or restrictions.

- 3. Non-qualified Option under U.S. Tax Laws. The Options are not intended to be, and shall not be treated as, incentive stock options, as defined in Section 422 of the U.S. Internal Revenue Code of 1986, as amended.
- 4. Options are not transferable. The optionee may not transfer the Options; provided that upon the optionee's death the Options may be transferred by will or by the laws of descent and distribution. During the lifetime of the optionee, the Options shall be exercisable only by the optionee personally or, in the event of the optionee's Disability if a legal representative has been appointed to act on behalf of the optionee, then by the optionee's legal representative.
- 5. Forfeiture of Options and Option gain. In the event optionee shall engage in a "Prohibited Activity" (as defined on Schedule A hereto), at any time during the term of the Options, or within one year after termination of optionee's employment from KO, the Employer or any other Related Company, or within one year after exercise of all or any portion of the Options, whichever occurs latest, this Option shall be rescinded and, if applicable, any gain associated with any exercise of this Option shall be forfeited and repaid to KO. Accordingly, if the optionee engages in a Prohibited Activity, then:
 - (a) as of the date that the optionee participates in such Prohibited Activity, all unexercised portions of this Option immediately and automatically shall terminate, be forfeited, and shall cease to be exercisable (unless such Option has been terminated sooner by operation of another term or condition of the Plan or this Agreement); and
 - (b) within ten days after receiving from KO written notice of the termination of this Option, the optionee shall pay to KO any and all gains associated with the exercise of all or any portion of this Option, plus interest calculated from the time of such notice through the date of repayment to KO. The gain associated with the exercise of any portion of this Option shall be the closing price per share on the date of the exercise thereof, as reported on the New York Stock Exchange Composite Transactions listing, less the option price per share shown above, multiplied by the number of Options exercised. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

Optionee may be released from the effects of this Section 5 if the Committee determines in its sole discretion that such action is in the best interest of KO and its stockholders.

Optionee expressly acknowledges and affirms that the foregoing provisions of this Section 5 are material and important terms of this Agreement, and optionee expressly agrees that if all or any part or application of the foregoing provisions of this Section 5 are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, KO shall be entitled to receive from optionee, in exchange for the exercise price per share shown above, all shares of KO Common Stock acquired by optionee upon exercise of any portion of the Option and held by optionee. If optionee has sold, transferred or otherwise disposed of any shares of KO Common Stock acquired by optionee upon exercise of any portion of the Option, KO shall be entitled to receive from optionee the gain associated with such sale, transfer or disposal, plus interest calculated through the date of payment to KO. The gain associated with the sale, transfer or other disposal of any share of KO Common Stock acquired by optionee upon exercise of any portion of the Option shall be the closing price per share on the date of such sale, transfer or disposal, as reported on the New York Stock Exchange Composite Transactions listing, less the option price per share shown above, multiplied by the number of shares of KO Common Stock sold, transferred or disposed of. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

- 6. Stock ownership guidelines and agreement to retain net shares. If the optionee is subject to KO's stock ownership guidelines, the optionee expressly agrees as a condition of this grant that if optionee has not met the applicable stock ownership guidelines within the time prescribed therein, optionee will not sell the number of shares of KO Common Stock obtained upon exercise of the Options (after paying the Tax-Related Items and the option price, if applicable) until the optionee has satisfied the optionee's share ownership guidelines and then only shares in excess of those guidelines. Nothing in this paragraph shall be construed to limit the optionee's ability to execute a cashless exercise.
- 7. Notices. Each notice relating to the Option or its exercise shall be in writing. Requests and other notices regarding the exercise of Options shall be delivered (whether by overnight delivery or by mail) as follows:

All notices to KO shall be addressed as follows: Director, Executive Compensation
The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313, USA

All notices to the optionee shall be addressed to the principal address of the optionee on file with KO, the Employer and/or Merrill Lynch. Either KO or the optionee may designate a different address by written notice to the other. Written notice to these addresses shall be effective to bind KO, the optionee and the optionee's successors and assigns.

8. **Administrative matters.** The optionee hereby agrees that the Committee may, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and may make determinations and may take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or other action made or taken pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of this Agreement and the Options, shall be final and conclusive for all purposes and upon all persons including, but without limitation, KO, the Related Companies, the Committee, the KO Board of Directors, officers and the affected employees of KO, and the optionees and their respective successors in interest.

When the issuance or transfer of KO Common Stock pursuant to the exercise of an Option may, in the opinion of KO, conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, KO reserves the right to refuse to issue or transfer that KO Common Stock.

9. **Data Privacy.** The optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the optionee's personal data as described in this Agreement and any other Option grant materials by and among, as applicable, the Employer, the Company and its other Related Companies for the exclusive purpose of implementing, administering and managing the optionee's participation in the Plan.

The optionee understands that the Company and the Employer may hold certain personal information about the optionee, including, but not limited to, the optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. Certain Data may also constitute "sensitive personal data" within the meaning of applicable local law. Such Data includes, but is not limited to, the information provided above and any changes thereto and other appropriate personal and financial data about the optionee.

The optionee hereby provides explicit consent to KO the Employer and any other Related Company to process any such Data. The optionee understands that Data will be transferred to Merrill Lynch or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the optionee's country. The optionee understands that if the optionee resides outside the United States, the optionee may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The optionee authorizes the Company, Merrill Lynch and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the optionee's participation in the Plan. The optionee understands that Data will be held only as long as is necessary to implement, administer and manage the optionee's participation in the Plan. The optionee understands that if the optionee resides outside the United States, the optionee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the optionee understands that the optionee is providing the consents herein on a purely voluntary basis. If the optionee does not consent, or if the optionee later seeks to revoke his or her consent, the optionee's employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing his or her consent is that the Company would not be able to grant optionee Options or other equity awards or administer or maintain such awards. Therefore, the optionee understands that refusing or withdrawing his or her consent may affect the optionee's ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, the optionee understands that he or she may contact the local human resources representative.

10. **Nature of Grant.** In accepting the Options, the optionee acknowledges, understands and agrees that:

(a) the Plan is discretionary in nature, and KO can amend, modify, suspend, cancel or terminate it at any time, to the extent permitted under the Plan;

- (b) the grant of Options under the Plan is voluntary and occasional and does not create any contractual or other right to receive future grants of any Options, or benefits in lieu of any Options, even if Options have been granted repeatedly in the past;
- (c) all determinations with respect to any future awards, including, but not limited to, the times when Options shall be granted, the option price, and the time or times when each right shall be exercisable, will be at the sole discretion of the Committee;
- (d) participation in the Plan is voluntary;
- (e) the Option and any shares of KO Common Stock acquired under the Plan are not intended to replace any pension rights or compensation;
- (f) the future value of the shares of KO Common Stock underlying the Option is unknown, indeterminable and cannot be predicted with certainty;
- (g) if the underlying shares of KO Common Stock do not increase in value, the Option will have no value;
- (h) if the optionee exercises the Option and acquires shares of Common Stock, the value of such shares of KO Common Stock may increase or decrease in value, even below the option price;
- (i) the Options and any shares of KO Common Stock acquired under the Plan and any income derived therefrom are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, dismissal, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement or welfare benefits or similar payments;
- (j) for purposes of the Option, the optionee's employment or service relationship will be considered terminated as of the date the optionee is no longer actively providing services to the Company or one of the Related Companies (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the optionee is employed or the terms of the optionee's employment agreement, if any), and unless otherwise expressly

provided in this Agreement or determined by the Company, (i) the optionee's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the optionee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the optionee is employed or the terms of the optionee's employment agreement, if any); and (ii) the period (if any) during which the optionee may exercise the Option after such termination of the optionee's employment or service relationship will commence on the date the optionee ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where the optionee is employed or terms of the optionee's employment agreement, if any; the Committee shall have the exclusive discretion to determine when the optionee is no longer actively providing services for purposes of the optionee's Option grant (including whether the optionee may still be considered to be providing services while on a leave of absence);

- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of the optionee's employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the optionee is employed or the terms of the optionee's employment agreement, if any), and in consideration of the grant of the Option to which the optionee is otherwise not entitled, the optionee irrevocably agrees never to institute any claim against the Company, the Employer or any other Related Company; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the optionee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;
- (l) the Option grant and the optionee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any other Related Company, and shall not interfere with the ability of the Company, the Employer or any other Related Company, as applicable, to terminate the optionee's employment or service relationship (if any); and
- (m) if the optionee is providing services outside the United States, the optionee acknowledges and agrees that neither the Company, the Employer nor any other Related Company shall be liable for any foreign exchange rate fluctuation between the optionee's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to me pursuant to the exercise of the Option or the subsequent sale of any shares of KO Common Stock acquired upon exercise.

11. **Entire Agreement Severability.** The Plan and this Agreement set forth the entire understanding between the optionee, the Employer, the Company, and any other Related Company regarding the acquisition of the shares of KO Common Stock and supersedes all prior oral and written agreements pertaining to this Award. 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 optionee and KO, each and all of the other provisions of this Agreement shall remain in full force and effect.

12. **Governing Law and Venue.** The Option grant and this Agreement has been made in and shall be governed by, construed under and in accordance with the laws of the State of Delaware, United States of America, without regard to the conflict of law provisions, as provided in the Plan.

Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Options or this Agreement, shall be brought and heard exclusively in the United States District Court for the District of New Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.]

- 13. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- 14. **Appendix.** Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the optionee's country. Moreover, if the optionee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the optionee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of this Agreement.
- 15. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the optionee's participation in the Plan, on the Option and on any shares of KO Common Stock purchased upon exercise of the Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

THE COCA-COLA COMPANY
By: The Committee

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the optionee must accept the above Options to purchase shares of KO Common Stock 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 agree to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [insert date of acceptance deadline], then KO may declare the Option grant null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Option grant will be voided, which means the Options will terminate automatically and cannot be transferred to the optionee's heirs pursuant to the optionee's will or the laws of descent and distribution.

Schedule A
Prohibited Activities

For purposes of this Agreement, the term "Prohibited Activity" shall include any and all of the following:

- (a) *Non-Disparagement* — making any statement, written or verbal, in any forum or media, or taking any action in disparagement of KO, the Employer and/or any other Related Company thereof, including but not limited to negative references to KO 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 KO, the Employer and/or any other Related Company which optionee was involved with during optionee's employment;
- (c) *Non-Disclosure of Trade Secrets* — failure to hold in confidence all Trade Secrets of KO that came into optionee's knowledge during optionee's employment by KO,

the Employer or any other 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 KO, the Employer and/or any other Related Company that came into optionee's knowledge during optionee's employment by KO, the Employer or any other 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 KO and not generally known to the public or to competitors of KO;
- (e) *Return of Materials* — failure of optionee, in the event of optionee's termination of employment for any reason, promptly to deliver to KO 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 KO's business, whether made or compiled by optionee or furnished to optionee by virtue of optionee's employment with KO, the Employer or any other Related Company, or failure promptly to deliver to KO all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to optionee by virtue of optionee's employment with KO, the Employer or any other 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 Committee or the Chief Executive Officer of KO or any senior officer designated by the Committee, is or becomes competitive with KO;
- (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 or a Related Company with whom optionee had professional interaction during the last twelve months of optionee's employment with KO or the Related Company; or
- (h) *Violation of KO Policies* — violating any written policies of KO or the Employer applicable to optionee, including without limitation, KO's insider trading policy.

Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting KO's right under applicable state or local law or any prior agreement I have signed or made with KO regarding trade secrets, confidential information, or intellectual property.

APPENDIX TO

THE COCA-COLA COMPANY 2008 STOCK OPTION PLAN STOCK OPTION AGREEMENT

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Options granted to the optionee under the Plan if the optionee works in one of the countries listed below. If the optionee is a citizen or resident of a country other than the one in which the optionee is currently working, is considered a resident of another country for local law purposes or if the optionee transfers employment and/or residency between countries after the grant date, KO will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to the optionee.

Certain capitalized terms used but not defined in this Appendix have the same meanings set forth in the Plan and/or the Agreement, as applicable.

Notifications

This Appendix also includes information regarding securities, exchange control and certain other tax or legal issues of which the optionee should be aware with respect to the optionee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of February 2014. Such laws are often complex and change frequently. As a result, KO strongly recommends that the optionee not rely on the information in this Appendix as the only source of information relating to the consequences of the optionee's participation in the Plan because the information may be out of date at the time that the Options vest, the optionee exercises the Options or sells shares of KO Common Stock acquired under the Plan.

Depending on the optionee's country, the optionee may be subject to exchange control rules which may affect the optionee's ability to acquire or sell shares of KO Common Stock or rights to shares of KO Common Stock (e.g., Options), and/or transfer any cash proceeds related to such shares of KO Common Stock or rights under the Plan. For instance, the optionee may be required to obtain approval from the relevant exchange control authority and/or repatriate any cash proceeds in connection with any aspect of his or her participation in the Plan. The optionee may also be subject to foreign asset/account reporting obligations in connection with the Options, shares of KO Common Stock and/or related cash proceeds, as well as any bank and/or brokerage accounts abroad where the shares of KO Common Stock and/or related cash proceeds may be deposited and held. The optionee acknowledges that it is solely his or her responsibility to comply with any applicable exchange control and/or foreign asset/account reporting requirements, and the optionee is advised to consult his or her personal advisor to ensure compliance with such requirements as they may apply to the optionee.

In addition, the information contained herein is general in nature and may not apply to the optionee's particular situation and KO is not in a position to assure the optionee of a particular result. Accordingly, the optionee is advised to seek appropriate professional advice as to how the relevant laws in the optionee's country may apply to his or her situation.

Finally, if the optionee is a citizen or resident of a country other than the one in which the optionee is currently working, is considered a resident of another country for local law purposes or if the optionee transfers employment and/or residency between countries after the grant date, the information contained herein may not be applicable to the optionee in the same manner.

BELGIUM

Terms and Conditions

Offer Document and Undertaking

The Option must be accepted in writing either (i) within 60 days of the offer (for tax at offer), or (ii) after 60 days of the offer (for tax at exercise). The optionee must complete a separate offer letter, acceptance/rejection form and undertaking, which are attached hereto. The optionee should consult a personal tax advisor with respect to completing the additional forms.

Notifications

Tax Information

This section is intended to advise optionees of potential tax impacts of certain actions or inactions under Belgian law. This section is applicable to any optionee who is subject to income tax in Belgium, including residents. Optionees are urged to consult their personal tax advisers when considering all matters regarding the Option grant set forth in the Agreement.

Options accepted within 60 days following the offer date

At grant: Stock Options that are accepted in writing within 60 days following the offer date are taxable on the date of grant. (Grant date is deemed to be the 60th day following the date of offer.) The taxable benefit is calculated as a percentage of the closing market price on the last trading day preceding the date of offer, plus any excess of the closing market price over the option price. Optionee acknowledges that these taxes are required to be paid even if the Options are later forfeited for any reason, including without limitation termination of employment, and/or the optionee is not actually able to realize value from the Options. The tax paid may not be refunded by the Belgian revenue agency.

At exercise: No Belgian tax consequences, unless the optionee breaks his or her undertaking to hold and not exercise the Options before the end of the third calendar year following the calendar year in which the offer was made.

At sale: In principle, no Belgian tax consequences. The company will report details of stock Option benefits—both at the time of grant and possibly at the time of exercise if the Options are exercised before the expiration of the committed holding period. Tax is due and payable with the optionee's individual income tax return for the year of grant and possibly in the year of exercise.

Options accepted after the 60th day following the offer date

At grant: In principle, under current guidance from the Belgian tax authorities, no Belgian tax consequences.

At exercise: According to current guidance from the Belgian Minister of Finance, Options that are accepted in writing after the 60th day following the offer date are not subject to taxation at grant, but to taxation at exercise. The taxable benefit is the difference between the actual value of the shares of KO Common Stock at exercise less the Option price paid. The company will report details of stock Option benefits at exercise to the Belgian tax authorities through the annual salary statement for the year in which the Options are exercised. Belgian income tax is due and payable upon receipt of the notice of assessment, with the optionee's individual tax return for the income year of exercise.

At sale: In principle, no Belgian tax consequences. KO and its Related Companies make no guarantee of any tax consequences to the optionee, as laws and guidance may change. In the case of any such changes, the optionee will accept the possibility of corresponding changes in KO's obligation in respect of reporting and withholding.

Declining Options

If the optionee declines the Options, no tax will be owed at any time, but the Options will be declared null and void.

Special note for international service associates

Individuals resident in Belgium who are on international assignment under a KO or Related Company program (e.g., ISAs or ESAs) are requested to accept the Options after 60 days of the date of offer. Should an international assignee accept the Options prior to 60 days from the date of offer, any taxes due on the grant of the Options shall be the international assignee's personal responsibility and shall not be covered by the tax equalization policy.

CHINA

Terms and Conditions

The following provisions govern the optionee's participation in the Plan if the optionee is a national of the People's Republic of China resident and working in mainland China:

For the purposes of vesting and exercise period, the treatment of the Options when an optionee terminates employment after attaining age 60 and completing 10 Years of Service as described in the Plan also shall apply to terminations of employment after attaining age 55 and completing 10 Years of Service.

Exchange Control Requirements

To comply with local exchange control requirements and allow the Plan to continue in operation, as a condition of participation, the optionee must execute the Power of Attorney below and agree to certain special terms and conditions as set forth below. Any and all Options granted to the optionee (including any and all outstanding Options previously granted, any shares of KO Common Stock issued to the optionee in respect thereof, as well as current and future grants of Options issued to the optionee hereafter) are subject to local exchange control requirements, including the following special terms and conditions:

- (i) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the optionee will be restricted to the cashless sell-all method of exercise with respect to his or her Options. To complete a cashless sell-all exercise, the optionee understands that he or she should instruct the broker to: (i) sell all of the shares of KO Common Stock issued upon exercise; (ii) use the proceeds to pay the option price, any applicable Tax-Related Items and brokerage fees or commissions; and (iii) remit the balance in cash to the optionee. The optionee acknowledges that KO's designated broker is under no obligation to arrange for the sale of the shares of KO Common Stock at any particular price. In the event of changes in regulatory requirements, KO reserves the right to eliminate the cashless sell-all method of exercise requirement and, in its sole discretion, to permit cash exercise or cashless sell-to-cover exercise.
- (ii) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the optionee understands and agrees that upon termination of employment for any reason whatsoever, the optionee (or, in the event of death, the optionee's legal representative) will be permitted to exercise any unexercised Options for the shorter of the post-termination exercise period (if any) set forth in the Agreement and six (6) months of the termination of employment, or within any other such time frame as may be required or permitted by the State Administration of Foreign Exchange ("SAFE"), Shanghai branch but in any event no later than the Option expiration date. Any unexercised portion of the Option shall immediately expire after this time. Further, KO shall have the exclusive discretion to determine when the optionee is no longer actively providing service for purposes of the Options;
- (ii) The optionee must repatriate the cash proceeds from the sale of the shares of KO Common Stock issued upon the exercise of the Options to China. Such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by KO, the Employer or another Related Company in China, and any proceeds from the cashless sell-all exercise of Options may be

transferred to such special account prior to being delivered to the optionee (less any Tax-Related Items and any brokerage fees or commissions);

(iv) KO will deliver the proceeds of the cashless sell-all exercise of Options sale of shares of KO Common Stock (less any Tax Related Items and any brokerage fees or commissions) to the optionee as soon as possible, but there may be delays in distributing the funds to the optionee due to exchange control requirements in China. Proceeds may be paid to the optionee in U.S. dollars or local currency at KO's discretion. If the proceeds are paid to the optionee in U.S. dollars, the optionee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to the optionee in local currency, KO is under no obligation to secure any particular exchange conversion rate and KO may face delays in converting the proceeds to local currency due to exchange control restrictions. The optionee acknowledges and agrees that he or she bears the risk of any currency conversion rate fluctuation during that time.

(v) The optionee further agrees to comply with any other requirements that may be imposed by KO in the future in order to facilitate compliance with exchange control requirements in China.

Power of Attorney

The optionee is a PRC national employee working for KO, the Employer or a Related Company in China and, by electing to participate in the Plan and accepting the Agreement (including this Appendix), does hereby appoint as attorney-in-fact, KO, through its duly appointed representative, as the optionee'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 KO) sell on the optionee's behalf all of the shares of KO Common Stock the optionee receives through the exercise of any Options through a cashless sell-all exercise;*

(iv) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by KO) repatriate the proceeds of the sale of the optionee's shares of KO Common Stock through a special exchange control account in China established by KO, the Employer or any other Related Company in China;*

(v) *To direct, instruct, authorize and prepare and execute any document necessary to have KO and/or Merrill Lynch (or any successor broker designated by KO) use the optionee's bank and/or brokerage account information and any other information as required to effectuate the sale of shares of KO Common Stock and the repatriation and delivery of the cash proceeds from such sale;*

(vi) *To take any additional action that may be necessary or appropriate for implementation of the Plan with SAFE or any other competent PRC authority, including but not limited to the transfer of funds through a special exchange control account in China; and*

(vii) *To constitute and appoint, in the optionee's place and stead, and as the optionee's substitute, one representative or more, with power of revocation.*

The optionee 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.

DENMARK

Terms and Conditions

Termination of Employment

The following provisions govern the optionee's participation in the Plan if the optionee is subject to Danish law at the time of termination of employment:

In the event of involuntary termination of employment from Denmark only (as defined by local Danish law), any Option that has not vested as of the effective date of the optionee's involuntary termination of employment will become immediately vested. However, such Options may not be exercised until the date on which such Option would have become vested had the optionee continued employment.

Danish Stock Option Act

By accepting the Option, the optionee acknowledges that he or she has received a Danish translation of an Employer Statement, which is being provided to comply with the Danish Stock Option Act.

FRANCE

Terms and Conditions

Option Intended to be Tax-Qualified

The Option is granted under the Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended ("French-qualified Options"). The French-qualified Option exercise price per Share will be no less than the minimum amount required under French law. The Company does not undertake to continue to maintain the qualified status of this French-qualified Option. The optionee understands and agrees that he or she will be responsible for paying personal income tax and the optionee's portion of social security contributions resulting from the exercise of this Option in the event this Option loses its qualified status and the optionee will not be entitled to any damages if the Option no longer qualifies as French-qualified Option.

The French qualified Option will expire on the earlier of: (a) six months after the date of the optionee's death and (b) the Option Expiration Date noted above. If the optionee's employment is terminated because of death, the unvested portion of optionee's French-qualified Option will immediately vest and become exercisable by the optionee's estate or heirs on the termination date for a period of six months following the optionee's death. If the optionee's heirs do not exercise the French-qualified Option within six months of the optionee's death, the French-qualified Option will be forfeited and the optionee's heirs will not be able to exercise the French-qualified Option.

Language Consent

By accepting the French-qualified Option, the optionee confirms having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English language. The optionee accepts the terms of those documents accordingly.

En acceptant l'Option, le Titulaire de l'Option confirme ainsi avoir lu et compris les documents relatifs à cette Option (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Le Titulaire de l'Option accepte les termes en connaissance de cause.

SPAIN

Terms and Conditions

Labor Law Acknowledgment

The following provision supplements Section 10 of the Agreement:

In accepting the Option, the optionee consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The optionee understands and agrees that KO has unilaterally, gratuitously and discretionally decided to grant the Option under the Plan to individuals who may be employees of KO and any Related Companies throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind KO or any Related Companies. Consequently, the optionee understands that the Option is granted on the assumption and condition that the Option and any shares of KO Common Stock issued upon exercise of the Option are not part of any employment contract (either with KO or any Related Companies) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the optionee understands that the Option would not be granted to the optionee but for the assumptions and conditions referred to herein; thus, the optionee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Option and any right to the Option shall be null and void.

Further, the vesting of the Option is expressly conditioned on the optionee's continued employment, such that upon termination of employment, the Option may cease vesting immediately, effective on the date of the optionee's termination of employment (unless otherwise specifically provided in the Agreement and/or the Plan). In particular, the optionee understands and agrees that any non-vested Options as of the date the optionee is no longer actively employed or in service (unless otherwise specifically provided in the Agreement and/or the Plan) will be forfeited without entitlement to the underlying shares of KO Common Stock or to any amount of indemnification in the event of termination of the optionee's employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.
