

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)

KEURIG GREEN MOUNTAIN, INC.

(Name of Issuer)

Common Stock, par value \$0.10 per share

(Title of Class of Securities)

49271M100

(CUSIP Number)

Bernhard Goepelt
Senior Vice President, General Counsel and Chief Legal Counsel
The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
(404) 676-2121

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications on behalf of filing persons)

Copy to:
Martha E. McGarry, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
(212) 735-3000
May 8, 2014

(Date of Event Which Requires Filing of this Statement)

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

CUSIP No. 49271M100

1. Name of Reporting Persons
The Coca-Cola Company

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

	7.	Sole Voting Power 0	<hr/>
Number of Shares Beneficially Owned by Each Reporting Person With:	8.	Shared Voting Power 19,489,730	<hr/>
	9.	Sole Dispositive Power 0	<hr/>
	10.	Shared Dispositive Power 19,489,730	<hr/>
	11.	Aggregate Amount Beneficially Owned by Each Reporting Person 26,037,771	<hr/>
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>		<hr/>
13.	Percent of Class Represented by Amount in Row (11) 16.0%		<hr/>
14.	Type of Reporting Person CO		<hr/>

CUSIP No. 49271M100

1.	Name of Reporting Persons Atlantic Industries	<hr/>
2.	Check the Appropriate Box if a Member of a Group	
(a)	<input type="checkbox"/>	<hr/>
(b)	<input type="checkbox"/>	<hr/>
3.	SEC Use Only	<hr/>
4.	Source of Funds WC	<hr/>
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	<hr/>
6.	Citizenship or Place of Organization Cayman Islands	<hr/>

	7.	Sole Voting Power 0
Number of Shares Beneficially Owned by Each Reporting Person With:	8.	Shared Voting Power 19,489,730
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 19,489,730
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 26,037,771	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 16.0%	
14.	Type of Reporting Person CO	

Preamble

This Amendment No. 1 (this "Amendment No. 1") amends and supplements the Schedule 13D filed by Atlantic Industries, a corporation organized and existing under the laws of the Cayman Islands ("Atlantic") and indirect wholly owned subsidiary of The Coca-Cola Company ("TCCC", and together with Atlantic, the "Reporting Persons"), with the Securities and Exchange Commission on March 10, 2014 (the "Statement"), relating to shares of common stock, \$0.10 par value per share ("Common Stock"), of Keurig Green Mountain, Inc. (the "Issuer"). This Amendment No. 1 is being filed jointly by the Reporting Persons. Unless otherwise indicated herein, capitalized terms used herein but not defined herein have the meanings ascribed to them in the Statement.

Item 2. Identity and Background.

Schedule A of the Statement is hereby amended and restated to read in its entirety in the form attached as Schedule A hereto.

Item 3. Source and Amount of Funds or Other Considerations.

Item 3 of the Statement is hereby amended and supplemented to add the following:

Between May 8, 2014 and May 12, 2014, Atlantic purchased an aggregate of 2,805,591 shares of Common Stock in the open market as set forth in Exhibit 99.4 attached hereto. All such purchases of shares of Common Stock by Atlantic were made, and the purchase contemplated to be made by Atlantic pursuant to the Agreement (as defined below) is expected to be made, using Atlantic's cash on hand.

Item 4. Purpose of Transaction.

Item 4 of the Statement is hereby amended and supplemented to add the following:

On May 12, 2014, Atlantic entered into a letter agreement (the "Agreement") with Credit Suisse Capital LLC ("CS"), pursuant to which Atlantic has agreed to purchase additional shares of Common Stock from CS, as described in further detail in Item 6 below. The Agreement is intended to comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Statement is hereby amended and supplemented to add the following:

(a)-(b) As of the date hereof, the Reporting Persons may be deemed to beneficially own an aggregate of 26,037,771 shares of Common Stock, which amount includes 19,489,730 shares of Common Stock held by Atlantic and which amount further assumes that Atlantic has the right to acquire up to 6,548,041 shares of Common Stock pursuant to the Agreement (subject to final determination as set forth in item 6 below), notwithstanding that any such right is subject to the terms and conditions of the Agreement, including without limitation CS's power to determine the date on which Atlantic's purchase of such shares will occur. As the ultimate parent company and controlling shareholder of Atlantic, TCCC may be deemed to share with Atlantic voting power and dispositive power with respect to the 19,489,730 shares of Common Stock

held by Atlantic. The Reporting Persons do not have voting or dispositive power with respect to the shares of Common Stock that Atlantic has agreed to purchase pursuant to the Agreement. The aggregate number of shares of Common Stock that may be deemed to be beneficially owned by the Reporting Persons represents approximately 16.0% of the currently outstanding Common Stock of the Issuer (based on the 162,736,073 shares of Common Stock that were issued and outstanding as of May 1, 2014, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 7, 2014).

(c) All transactions in the Common Stock by the Reporting Persons that were effected since the filing of the Statement are set forth in Exhibit 99.4 attached hereto. All transactions set forth in Exhibit 99.4 attached hereto were purchases effected in open market transactions. The Reporting Persons expect to file an amendment to the Statement once the shares of Common Stock are delivered to the Reporting Persons under the Agreement.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Statement is hereby amended and supplemented to add the following:

Pursuant to the Agreement, Atlantic has agreed to purchase from CS, and CS has agreed to sell and deliver to Atlantic, the lesser of (i) 6,548,041 shares of Common Stock or (ii) the number of shares of Common Stock that shall cause Atlantic's aggregate beneficial ownership to equal 16.0% of the issued and outstanding shares of Common Stock, as reported in the most recent report filed by the Issuer with the Securities and Exchange Commission containing such information as of the date of delivery (rounded down to the nearest whole number of shares). The purchase by Atlantic shall occur on a date selected by Credit Suisse, which shall be no later than February 13, 2015. The purchase price per share purchased under the Agreement will be equal to the product of (i) the arithmetic average of the daily volume-weighted average price per share of Common Stock on each day trading during the period from May 15, 2014 to the date selected by Credit Suisse, as reported by Bloomberg LP, and (ii) 1 plus the Forward Price Adjustment Factor (as defined in the Agreement). The Purchase Price will be adjusted in certain circumstances specified in the Agreement. CS, in its sole discretion, will determine the timing, price and method of execution to acquire the shares to be delivered to Atlantic pursuant to the Agreement, and will have exclusive ownership and control over any such shares until delivered to Atlantic. The foregoing description of the Agreement is qualified in its entirety by reference to the Agreement filed as Exhibit 99.5 hereto, which is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Statement is hereby amended and supplemented to add the following:

The following documents are filed or incorporated by reference as exhibits to this Statement:

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
Exhibit 99.4	Transactions by the Reporting Persons Since the Filing of the Statement.
Exhibit 99.5	Agreement, dated May 12, 2014, between Atlantic and CS.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

THE COCA-COLA COMPANY

Dated: May 12, 2014

By: /s/ Kathy N. Waller
 Name: Kathy N. Waller
 Title: Executive Vice President and Chief Financial Officer

ATLANTIC INDUSTRIES

Dated: May 12, 2014

By: /s/ Kathy N. Waller
 Name: Kathy N. Waller
 Title: President and Chief Financial Officer

SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY AND ATLANTIC INDUSTRIES

Set forth below is the name, business address and present occupation or employment of each director and executive officer of The Coca-Cola Company ("TCCC") and Atlantic Industries ("Atlantic"). Except as indicated below, each such person is a citizen of the United States. None of the directors or executive officers named below beneficially owns any Common Stock of Green Mountain Coffee Roasters, Inc. Directors of TCCC and Atlantic who are also executive officers of TCCC or Atlantic are indicated by an asterisk. Except as indicated below, the business address of each executive officer of TCCC or Atlantic is One Coca-Cola Plaza, Atlanta, Georgia 30313.

DIRECTORS OF THE COCA-COLA COMPANY

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>ADDRESS</u>
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Muhtar Kent*	Chairman of the Board of Directors, President and Chief Executive Officer of The Coca-Cola Company	
Herbert A. Allen	President, Chief Executive Officer and a Director of Allen & Company Incorporated, a privately held investment firm	Allen & Company Incorporated 711 Fifth Avenue New York, NY 10022
Ronald W. Allen	Chairman of the Board of Directors, President and Chief Executive Officer of Aaron's, Inc.	Aaron's, Inc. 309 East Paces Ferry Road Suite 1100 Atlanta, GA 30305
Ana Patricia Botín	Chief Executive Officer of Santander UK plc, a leading financial services provider in the United Kingdom and subsidiary of Banco Santander S.A. Ms. Botín is a citizen of Spain.	Santander UK plc 2 Triton Square Regent's Place London NW1 3AN United Kingdom
Howard G. Buffett	President of Buffett Farms and President of the Howard G. Buffett Foundation, a private foundation supporting humanitarian initiatives focused on food and water security, conservation and conflict management	Howard G. Buffett Foundation 145 North Merchant Street Decatur, IL 62523
Richard M. Daley	Executive Chairman of Tur Partners LLC, an investment and advisory firm focused on sustainable solutions within the urban environment	Tur Partners LLC 900 N. Michigan Avenue Suite 1720 Chicago, IL 60611
Barry Diller	Chairman of the Board of Directors and Senior Executive of IAC/InterActiveCorp, a leading media and internet company	IAC/InterActiveCorp 555 West 18 th Street New York, New York 10011

Helene D. Gayle	Chairman and Chief Executive Officer of ACE Limited, the parent company of the ACE Group of Companies, a global insurance and reinsurance company	CARE USA 151 Ellis Street, NE Atlanta, GA 30303
Evan G. Greenberg	Chairman and Chief Executive Officer of ACE Limited, the parent company of the ACE Group of Companies, a global insurance and reinsurance company	ACE Group 1133 Avenue of the Americas 45 th Floor New York, NY 10036
Alexis M. Herman	Chair and Chief Executive Officer of New Ventures, LLC, a corporate consulting company	New Ventures, Inc. 633 Pennsylvania Avenue NW 3rd Floor Washington, D.C. 20004
Robert A. Kotick	President, Chief Executive Officer and a Director of Activision Blizzard, Inc. an interactive entertainment software company	Activision Blizzard, Inc. 3100 Ocean Park Boulevard Santa Monica, CA 90405
Maria Elena Lagomasino	Chief Executive Officer and Managing Partners of WE Family Offices, a multi-family office serving global high net worth families	WE Family Offices 701 Brickell Avenue Suite 200 Miami, FL 33131
Sam Nunn	Co-Chairman and Chief Executive Officer of the Nuclear Threat Initiative, a nonprofit organization working to reduce the global threats from nuclear, biological and chemical warfare	The Sam Nunn School of International Affairs Georgia Institute of Technology 781 Marietta Street, NW Atlanta, Georgia 30318
James D. Robinson III	Co-Founder and General Partner of RRE Ventures, an early stage technology-focused venture capital firm; President of JD Robinson, Inc, a strategic advisory firm	RRE Investors, LLC 22nd Floor 126 East 56th Street New York, NY 10022
Peter V. Ueberroth	Investor and Chairman of the Contrarian Group, Inc., a business management company	The Contrarian Group, Inc. Suite 111 1071 Camelback Street Newport Beach, CA 92660

EXECUTIVE OFFICERS OF THE COCA-COLA COMPANY

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Muhtar Kent	Chairman of the Board of Directors, President and Chief Executive Officer of The Coca-Cola Company	
Ahmet C. Bozer	Executive Vice President of The Coca-Cola Company and President of Coca-Cola International	
Alexander B. Cummings, Jr.	Executive Vice President and Chief Administrative Officer of The Coca-Cola Company	
J. Alexander M. Douglas, Jr.	Senior Vice President and Global Chief Customer Officer of The Coca-Cola Company and President of Coca-Cola North America	
Ceree Eberly	Senior Vice President and Chief People Officer of The Coca-Cola Company	
Irial Finan	Executive Vice President of The Coca-Cola Company and President, Bottling Investments and Supply Chain Mr. Finan is a citizen of Ireland.	
Bernhard Goepelt	Senior Vice President, General Counsel and Chief Legal Counsel of The Coca-Cola Company Mr. Goepelt is a citizen of Germany.	
Nathan Kalumbu	President of the Eurasia and Africa Group of The Coca-Cola Company Mr. Kalumbu is a citizen of Zimbabwe.	

James Quincey	President of the Europe Group of The Coca-Cola Company Mr. Quincey is a citizen of the United Kingdom.
Atul Singh	Group President, Asia, Part of the Asia Pacific Group of The Coca-Cola Company
Brian Smith	President of the Latin America Group of The Coca-Cola Company
Joseph V. Tripodi	Executive Vice President and Chief Marketing and Commercial Officer of The Coca-Cola Company
Clyde C. Tuggle	Senior Vice President and Chief Public Affairs and Communications Officer of The Coca-Cola Company
Kathy N. Waller	Executive Vice President and Chief Financial Officer of The Coca-Cola Company
Guy Wollaert	Senior Vice President and Chief Technical Officer of The Coca-Cola Company Mr. Wollaert is a citizen of Belgium.

DIRECTORS OF ATLANTIC INDUSTRIES

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Robert J. Jordan, Jr.*	Vice President and General Tax Counsel of Atlantic Industries	
Christopher P. Nolan*	Vice President and Treasurer of The Coca-Cola Company and Vice President and Treasurer of Atlantic Industries	
Marie D. Quintero-Johnson	Vice President of The Coca-Cola Company	
Larry M. Mark*	Vice President and Controller of The Coca-Cola Company and Vice President and Controller of Atlantic Industries	

EXECUTIVE OFFICERS OF ATLANTIC INDUSTRIES

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT	ADDRESS
Bernhard Goepelt	Senior Vice President, General Counsel and Chief Legal Counsel of The Coca-Cola Company and Vice President and General Counsel of Atlantic Industries	
Robert J. Jordan, Jr.	Vice President and General Tax Counsel of Atlantic Industries	
Larry M. Mark	Vice President and Controller of The Coca-Cola Company and Vice President and Controller of Atlantic Industries	
Christopher P. Nolan	Vice President and Treasurer of The Coca-Cola Company and Vice President and Treasurer of Atlantic Industries	
Kathy N. Waller	Executive Vice President and Chief Financial Officer of The Coca-Cola Company and President and Chief Financial Officer of Atlantic Industries	

**TRANSACTIONS BY THE REPORTING PERSONS
SINCE THE FILING OF THE STATEMENT**

The following table sets forth all transactions with respect to Common Stock effected by any of the Reporting Persons since their last filing on Schedule 13D. All such transactions were purchases of Common Stock effected by Atlantic Industries in the open market.

Date of Transaction	Number of Shares	Price Per Share (\$)
May 8, 2014	100	96.6450
	100	96.7400
	100	96.7500
	200	96.8200
	100	96.8600
	100	96.8900
	400	96.9150
	300	96.9200
	2,800	97.0000
	200	99.9600
	200	99.9700
	2,129	100.0000
	100	100.2050
	100	100.2100
	100	100.2250
	300	100.2400
	1,300	100.2500
	800	100.2800
	800	100.2900
	400	100.3150
	800	100.3200
	300	100.3300
	2,100	100.3400
	800	100.3700
	181	100.3750
	1,282	100.3900
	500	100.4100
	800	100.4400
	100	100.4500
	2,500	100.4600
100	101.1000	
<hr/>		
	1	101.1200
	900	101.1680
	99	101.1800
	500	101.1900
	50	101.2000
	751	101.2200
	100	101.2500
	600	101.3000
	200	101.3700
	100	101.3800
	1,350	101.3900
	1,593	101.4000
	100	101.4100
	800	101.4200
	400	101.4500
	424	101.4800
	730	101.5000
	9	101.5300
	100	101.5600
	1,027	101.5800
	890	101.5900
	600	101.6000
	200	101.6200
	1,200	101.6300
	400	101.6500
	100	101.6700
	376	101.6900
	514	101.7000
	400	101.7200
	152	101.7500
	10	101.7600
	608	101.7700
	290	101.7800
	450	101.7900
	500	101.8000
	319	101.8100
	100	101.8600
	589	101.8700
	200	101.8800

	100	101.9100
	1,076	101.9400
	100	101.9450
	700	101.9500
	100	101.9900
	2,618	102.0000

2

	382	102.0100
	100	102.0200
	600	102.1800
	1,900	102.1900
	1,000	102.2200
	200	102.2250
	400	102.2400
	1,400	102.2600
	700	102.2700
	900	102.2800
	2,100	102.3000
	100	102.3930
	800	102.4000
	500	102.4200
	2,400	102.4300
	100	102.4500
	100	102.4550
	210	102.4700
	800	102.4800
	1,700	102.4900
	600	102.4950
	200	102.5000
	604	102.5100
	1,700	102.5200
	100	102.5250
	2,700	102.5300
	2,400	102.5400
	196	102.5500
	300	102.5800
	400	102.5900
	700	102.6300
	100	102.6500
	1,900	102.6600
	100	102.6700
	100	102.6800
	1,000	102.6900
	199	102.7000
	600	102.7200
	1,300	102.7400
	2,322	102.7500
	833	102.7600
	300	102.7700
	200	102.7800
	1,700	102.7900
	4,400	102.8000

3

	101	102.8100
	1,800	102.8200
	300	102.8300
	100	102.8350
	89	102.8400
	260	102.8500
	1,886	102.8600
	300	102.8700
	100	102.8800
	200	102.8900
	2,300	102.9000
	200	102.9100
	7	102.9200
	1,007	102.9300
	7	102.9400
	479	102.9600
	400	102.9700
	607	102.9800
	7	102.9900
	7	103.0000
	479	103.0100
	300	103.0200

100	103.0240
200	103.0250
126	103.0300
407	103.0600
495	103.0700
7	103.0900
286	103.1000
1,700	103.1100
74	103.1300
300	103.1400
900	103.2100
400	103.2500
5	103.2675
700	103.4200
600	103.4300
1,471	103.4600
129	103.4700
234	103.5900
1,000	103.6800
100	103.8900
166	103.9100
100	103.9300
900	103.9500

4

999	103.9600
100	103.9650
1,403	103.9700
300	103.9750
800	103.9800
300	103.9900
100	103.9950
29,964	104.0000
100	104.0100
3,010	104.0150
200	104.0200
100	104.0260
300	104.0300
200	104.0325
2,100	104.0340
2,062	104.0450
1,821	104.0500
300	104.0510
100	104.0520
700	104.0540
2,931	104.0550
3,170	104.0600
100	104.0625
300	104.0650
1,500	104.0700
1,701	104.0750
2,194	104.0800
400	104.0810
400	104.0840
7,513	104.0850
18,328	104.0900
2,200	104.0910
1,200	104.0920
2,500	104.0925
11,483	104.0950
65,908	104.1000
300	104.1100
300	104.1130
2,338	104.1150
756	104.1200
300	104.1230
700	104.1250
1,000	104.1300
3,406	104.1350
3,100	104.1400

5

600	104.1450
1,500	104.1500
700	104.1700
100	104.1750
700	104.1800

	1,485	104.1850
	4,930	104.1900
	1,419	104.1950
	4,661	104.2000
May 9, 2014	400	103.5000
	100	103.6400
	100	103.6650
	100	103.6700
	300	103.6750
	99	103.7000
	300	103.7400
	100	103.7450
	807	103.7500
	100	103.7540
	100	103.7600
	3	103.7700
	302	103.7800
	100	103.7830
	200	103.7900
	100	103.7990
	100	103.8000
	300	103.8060
	660	103.8100
	200	103.8200
	800	103.8250
	2,064	103.8300
	300	103.8350
	300	103.8450
	300	103.8500
	400	103.8550
	2,700	103.8600
	300	103.8650
	700	103.8700
	300	103.8750
	100	103.8800
	100	103.8850
	600	103.8900
	1,600	103.8950
	996	103.9000
	29,464	104.0000

	100	104.8600
	800	104.9250
	500	104.9300
	200	104.9500
	1,000	104.9650
	100	104.9750
	4,100	104.9800
	700	104.9850
	1,100	104.9900
	1,200	104.9950
	15,900	105.0000
	900	105.0800
	100	105.1400
	100	105.1500
	200	105.2500
	100	105.2800
	100	105.3000
	100	105.3100
	200	105.3200
	200	105.3300
	3	105.3800
	197	105.4100
	200	105.4800
	200	105.4900
	200	105.5300
	100	105.5800
	300	105.5900
	300	105.6900
	400	105.8600
	400	105.9000
	200	105.9200
	200	105.9400
	100	105.9700
	500	105.9800
	700	106.0000
	100	106.0300
	1,500	106.0600
	500	106.1100

	1,500	106.1300
	100	106.1350
	4,597	106.1400
	800	106.1500
	100	106.1550
	200	106.1600
	100	106.1650

7

	200	106.1700
	300	106.1750
	400	106.1800
	1	106.1900
	999	106.2000
	500	106.2050
	700	106.2100
	1,878	106.2200
	100	106.2225
	400	106.2250
	478	106.2300
	430	106.2350
	1,500	106.2400
	3,000	106.2450
	2,489	106.2500
	1,400	106.2600
	1,100	106.2650
	300	106.2700
	300	106.2800
	200	106.2900
	25	106.2950
	3,117	106.3000
	200	106.3025
	700	106.3050
	500	106.3060
	200	106.3075
	3,638	106.3100
	800	106.3150
	1,976	106.3200
	2,130	106.3250
	5,536	106.3300
	600	106.3340
	300	106.3350
	7,453	106.3400
	1,000	106.3450
	10,257	106.3500
	2,048	106.3550
	2,400	106.3600
	1,794	106.3650
	1,600	106.3700
	200	106.3750
	1,700	106.3800
	800	106.3850
	1,000	106.3900
	528	106.3950

8

	4,259	106.4000
	100	106.4050
	3,902	106.4100
	1,100	106.4150
	1,780	106.4200
	300	106.4250
	5,476	106.4300
	800	106.4350
	5,812	106.4400
	2,687	106.4450
	6,026	106.4500
	1,373	106.4550
	8,053	106.4600
	800	106.4650
	100	106.4675
	3,662	106.4700
	5,599	106.4750
	6,369	106.4800
	659	106.4850
	5,466	106.4900
	2,659	106.4950

	16,052	106.5000
	776	106.5100
	100	106.5200
	1,100	106.5300
	400	106.5400
	100	106.5450
	608	106.5500
	800	106.5600
	2,172	106.5700
	200	106.5800
	18	106.5900
	418	106.6000
	228	106.6050
	1,179	106.6100
	270	106.6200
	100	106.6250
	2,216	106.6300
	300	106.6350
	836	106.6400
	200	106.6450
	2,170	106.6500
	400	106.6550
	2,135	106.6600
	200	106.6650

9

	2,500	106.6700
	100	106.6750
	5,612	106.6800
	400	106.6825
	300	106.6850
	100	106.6875
	1,184	106.6900
	5,228	106.7000
	500	106.7050
	3,594	106.7100
	2,300	106.7150
	10,711	106.7200
	900	106.7220
	100	106.7250
	4,149	106.7300
	200	106.7350
	8,404	106.7400
	200	106.7450
	15,313	106.7500
	200	106.7520
	100	106.7550
	7,068	106.7600
	100	106.7690
	3,119	106.7700
	3,301	106.7800
	600	106.7850
	2,270	106.7900
	3,600	106.7950
	2,870	106.8000
	100	106.8050
	5,010	106.8100
	200	106.8150
	4,909	106.8200
	500	106.8240
	400	106.8250
	1,034	106.8300
	1,500	106.8350
	2,999	106.8400
	1,491	106.8500
	692	106.8600
	1,678	106.8700
	2,579	106.8800
	4,121	106.8900
	2,454	106.9000
	300	106.9050

10

	2,824	106.9100
	1,757	106.9200
	100	106.9250
	3,394	106.9300

200	106.9325
200	106.9350
1,043	106.9400
2,618	106.9450
7,549	106.9500
400	106.9550
3,200	106.9600
1,624	106.9650
4,510	106.9700
1,432	106.9750
4,699	106.9800
826	106.9850
5,200	106.9900
200	106.9950
46,818	107.0000
1,800	107.0100
2,544	107.0200
300	107.0250
3,800	107.0300
300	107.0350
3,498	107.0400
100	107.0450
3,309	107.0500
5,091	107.0600
100	107.0650
5,342	107.0700
400	107.0750
3,414	107.0800
600	107.0840
200	107.0850
6,212	107.0900
600	107.0950
3,896	107.1000
200	107.1050
7,560	107.1100
100	107.1150
2,521	107.1200
100	107.1250
3,254	107.1300
100	107.1350
3,319	107.1400

1,102	107.1500
900	107.1550
551	107.1600
300	107.1700
1,000	107.1800
100	107.1850
2,300	107.1900
1,200	107.1950
1,202	107.2000
100	107.2050
800	107.2100
1,320	107.2200
200	107.2250
1,107	107.2300
400	107.2350
1,392	107.2400
367	107.2450
6,591	107.2500
100	107.2550
100	107.2600
400	107.2700
100	107.2900
400	107.3000
300	107.3100
200	107.3200
200	107.3250
300	107.3300
1,233	107.3400
1,900	107.3500
1,001	107.3600
100	107.3650
700	107.3700
1,200	107.3800
1,040	107.3900
400	107.4000
321	107.4100
500	107.4200

	168	107.4300
	100	107.4350
	500	107.4400
	200	107.4450
	1,602	107.4500
	100	107.4550
	100	107.4560
	2,298	107.4600

	700	107.4650
	1,500	107.4700
	100	107.4750
	3,509	107.4800
	274	107.4850
	1,700	107.4900
	100	107.4950
	46,654	107.5000
	200	107.5100
	300	107.5200
	400	107.5300
	1,406	107.5400
	300	107.5450
	2,000	107.5500
	300	107.5550
	864	107.5600
	830	107.5700
	1,000	107.5800
	1,224	107.5900
	100	107.5950
	200	107.6000
	2,975	107.6100
	700	107.6200
	1,200	107.6300
	700	107.6400
	200	107.6500
	300	107.6700
	300	107.6800
	1,200	107.6900
	300	107.7000
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	600	107.7300
	100	107.7400
	200	107.7425
	300	107.7500
	400	107.7550
	300	107.7650
	200	107.7700
	300	107.7750
	1,000	107.7800
	100	107.7900
	100	107.8125
	100	107.8200
	100	107.8250
	600	107.8300

	200	107.8450
	1,000	107.8600
	100	107.8620
	3,320	107.8700
	200	107.8750
	400	107.8800
	631	107.8900
	1,188	107.8950
	400	107.9000
	958	107.9050
	300	107.9100
	1,000	107.9200
	100	107.9250
	200	107.9300
	300	107.9330
	269	107.9350
	200	107.9375
	400	107.9400
	700	107.9450
	4,135	107.9500

400	107.9550
500	107.9600
6,400	107.9650
3,438	107.9700
200	107.9750
1,050	107.9800
100	107.9825
1,539	107.9850
1,609	107.9900
100	107.9950
15,878	108.0000
100	108.0150
300	108.0250
4,100	108.0300
5,793	108.0350
3,000	108.0400
2,600	108.0450
4,507	108.0500
600	108.0550
2,600	108.0600
300	108.0650
3,100	108.0700
2,600	108.0750
900	108.0800
400	108.0850

1,200	108.0900
500	108.0950
400	108.1000
3,200	108.1100
100	108.1150
3,700	108.1200
1,198	108.1250
600	108.1300
2,430	108.1400
890	108.1500
100	108.1550
320	108.1600
2,428	108.1700
2,800	108.1800
650	108.1850
2,960	108.1900
100	108.1950
1,300	108.2000
101	108.2050
1,100	108.2100
500	108.2200
2,300	108.2300
1,395	108.2350
3,463	108.2400
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21,229	108.2500
4,900	108.2760
1,000	108.2840
400	108.2900
306	108.2950
1,200	108.3000
1,400	108.3100
800	108.3200
300	108.3250
1,000	108.3300
200	108.3600
1,500	108.3625
2,347	108.3650
12,528	108.3700
2,000	108.3725
3,500	108.3750
5,434	108.3800
1,117	108.3850
313	108.3920

900	108.3950
1,663	108.4000
100	108.4020

	2,427	108.4150
	100	108.4210
	200	108.4230
	100	108.4275
	1,050	108.4350
	200	108.4425
	522	108.4450
	1,400	108.4800
	115	108.4820
	300	108.4850
	300	108.4900
	100	108.4950
	46,270	108.5000
	100	108.5050
	2,300	108.5100
	500	108.5200
	100	108.5240
	2,213	108.5250
	1,600	108.5300
	504	108.5350
	2,402	108.5400
	1,100	108.5450
	1,494	108.5500
	811	108.5550
	1,200	108.5600
	500	108.5650
	100	108.5800
	1,156	108.6000

May 12, 2014	100	107.6800
	500	107.7825
	1,800	107.7950
	1,500	107.8025
	199,900	107.8050
	500	107.8250
	200	107.8300
	300	107.8360
	1,000	107.8400
	112	107.8450
	800	107.8475
	1,200	107.8500
	1,619	107.8550
	1,100	107.8600
	4,156	107.8650
	7,500	107.8700
	1,000	107.8725
	500	107.8750
	4,910	107.8800
	1,465	107.8850
	1,300	107.8900
	300	107.8920
	2,300	107.8950
	11,368	107.9000
	100	107.9040
	9,200	107.9100
	300	107.9150
	300	107.9350
	5,735	107.9400
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	1,825	107.9500
	44,570	107.9550
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	1,345	107.9700
	1,100	107.9750
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	600	107.9950
	87,789	108.0000
	400	108.1850
	100	108.3150
	3,000	108.3400
	400	108.3600
	200	108.3900

	1,299	108.3950
	300	108.4150
	100	108.4250
	100	108.4300
	300	108.4350
	200	108.4400
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	600	108.4600
	500	108.4700
	100	108.4750
	1,000	108.4900
	300	108.4950
	19,843	108.5000
	100	108.6300
	100	108.6350
	400	108.6400
	300	108.6450
	994	108.6500
	200	108.6550
	800	108.6600
	489	108.6700
	200	108.7000
	100	108.7100
	200	108.7150
	2,300	108.7200
	8,000	108.7275
	100	108.7300
	2,705	108.7350
	2,113	108.7400
	1,901	108.7450
	11,454	108.7500
	1,600	108.7600
	200	108.7700
	50,900	108.7800
	300	108.7850
	300	108.7900
	70,000	108.7950
	200	108.8000
	4,000	108.8050
	500	108.8100
	600	108.8200
	466	108.8300
	1,601	108.8350
	5,334	108.8400
	100	108.8450
	1,500	108.8500

	900	108.8550
	1,700	108.8600
	400	108.8650
	2,300	108.8700
	1,700	108.8800
	1,000	108.8850
	500	108.9000
	2,814	108.9050
	1,300	108.9100
	1,500	108.9200
	601	108.9250
	200	108.9300
	1,066	108.9350
	5,700	108.9400
	4,601	108.9450
	700	108.9500
	2,689	108.9550
	23,400	108.9600
	700	108.9650
	3,625	108.9700
	1,130	108.9750
	1,508	108.9800
	100	108.9840
	1,604	108.9850
	8,551	108.9900
	6,147	108.9950
	74,652	109.0000
	100	109.0100
	400	109.0150
	400	109.0550
	100	109.0600

	500	109.1000
	100	109.1300
	100	109.1500
	100	109.1700
	528	109.1750
	898	109.1800
	425	109.1850
	1,500	109.1900
	300	109.1950
	5,000	109.2000
	3,200	109.2050
	600	109.2100
	1,700	109.2150
	699	109.2200
	2,004	109.2250

19

	2,800	109.2300
	1,600	109.2350
	3,815	109.2400
	15,604	109.2450
	44,923	109.2500
	431	109.2800
	5,000	109.3400
	5,000	109.3500
	100	109.3650
	200	109.3800
	3,792	109.3850
	3	109.3900
	100	109.4000
	3,900	109.4050
	1,197	109.4100
	100	109.4200
	1,500	109.4250
	304	109.4300
	1,296	109.4350
	400	109.4400
	396	109.4500
	492	109.4600
	701	109.4650
	725	109.4700
	300	109.4710
	1,600	109.4750
	1,830	109.4800
	4,031	109.4850
	3,306	109.4900
	4,206	109.4950
	11,962	109.5000
	700	109.5100
	900	109.5200
	800	109.5400
	700	109.5500
	276	109.5600
	100	109.5650
	2,105	109.5700
	500	109.5800
	1,095	109.5900
	1,600	109.6000
	300	109.6200
	1,300	109.6300
	200	109.6400
	600	109.6500
	900	109.6600

20

	300	109.6700
	900	109.6800
	200	109.6900
	5,600	109.7000
	400	109.7750
	100	109.7800
	100	109.7850
	200	109.7900
	100	109.8000
	200	109.8050
	2,000	109.8500
	100	109.8750

800	109.8900
100	109.8950
100	109.9050
100	109.9150
100	109.9200
700	109.9210
1,200	109.9250
400	109.9300
200	109.9400
301	109.9450
200	109.9500
1,100	109.9550
3,300	109.9600
1,605	109.9650
3,800	109.9700
100	109.9740
2,206	109.9750
5,400	109.9800
100	109.9825
4,921	109.9850
10,336	109.9900
6,102	109.9950
27,758	110.0000
300	110.0200
200	110.0300
100	110.0400
400	110.0600
700	110.1000
912	110.1200
500	110.1300
100	110.1400
100	110.1450
1,100	110.1550
500	110.1700

400	110.1750
832	110.1800
700	110.1850
500	110.1900
200	110.2000
4,773	110.2050
700	110.2100
300	110.2200
100	110.2300
6,518	110.2350
550	110.2400
100	110.2450
13,630	110.2500
20,000	110.3500
10,000	110.4100
20,000	110.4600
50,109	110.4700
100	110.4900
8,000	110.4920
11,650	110.4950
24,226	110.5000
200,000	110.7100

May 12, 2014

To: Atlantic Industries
 135 South Church Street
 George Town, Grand Cayman, Cayman Islands, BWI
 Facsimile: (404) 598-6913
 Attention: Christopher Nolan

From: Credit Suisse Capital LLC
 c/o Credit Suisse Securities (USA) LLC
 Eleven Madison Avenue
 New York, NY 10010

Re: Share Purchase Transaction

Dear Sirs and Mesdames,

This letter agreement (this "**Confirmation**") sets forth the terms and conditions of the share purchase transaction (the "**Transaction**") entered into between Atlantic Industries ("**Counterparty**") and Credit Suisse Capital LLC ("**CS**"), represented by Credit Suisse Securities (USA) LLC ("**Agent**") as its agent, on the Trade Date specified below. This Confirmation constitutes a "Confirmation" under the Agreement specified below.

1. The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Definitions**") (as published by the International Swaps and Derivatives Association, Inc.) are incorporated into this Confirmation. The Transaction shall be deemed to be a "Share Forward Transaction" for purposes of the Definitions. This Confirmation evidences a complete and binding agreement between Counterparty and CS as to the terms of the Transaction.

This Confirmation supplements, forms part of and is subject to an agreement (the "**Agreement**") in the form of the 2002 ISDA Master Agreement as if CS and Counterparty had executed an agreement in such form (without any Schedule except for (i) the election of New York law (without reference to its choice of laws doctrine other than Title 14 of Article 5 of the New York General Obligations Law) as the governing law and United States Dollars ("**USD**") as the Termination Currency and (ii) the election that the "Cross Default" provisions of Section 5(a)(vi) shall apply to each of CS and Counterparty as if (x) the phrase "or becoming capable at such time of being declared," were deleted from Section 5(a)(vi)(1) of the Agreement and (y) the "Threshold Amount" with respect to each of CS and Counterparty were USD250 million). If there is any inconsistency among the Agreement, this Confirmation and the Definitions, the following will prevail in the order of precedence indicated: (i) this Confirmation; (ii) the Definitions; and (iii) the Agreement.

2. The terms of the Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	May 12, 2014
Buyer:	Counterparty

1

Seller:	CS
Issuer:	Keurig Green Mountain, Inc.
Shares:	The common stock, par value USD0.10, of Issuer (Exchange symbol: GMCR)
Exchange:	The NASDAQ Global Select Market
Related Exchange:	All Exchanges
Prepayment / Variable Obligation:	Not Applicable

Settlement Terms:

Physical Settlement:	Applicable. With respect to any Shares delivered by CS under the Transaction, the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws that would arise to the extent that Counterparty were, and as a result of Counterparty being, deemed to be an "affiliate" of Issuer (as such term is used in the Securities Act of 1933, as amended (the " Securities Act ")).
Number of Shares:	The lesser of (a) 6,548,041 and (b) the number of Shares that, together with (x) the 16,684,139 Shares purchased by Counterparty pursuant to the Stock Purchase Agreement with Issuer dated February 4, 2014 and (y) the 2,805,591 Shares purchased by Counterparty through Agent as agent from, and including, May 8, 2014 to, and including, the Trade Date (such Shares described in clauses (x) and (y) and any Shares received by Counterparty in respect of such Shares as a result of stock splits, stock dividends or similar events, the " Owned Shares "), equals 16% of the outstanding Shares, as reported in the most recent report filed by Issuer with the Securities and Exchange Commission containing such information as of such time (rounded down to the nearest whole number of Shares) (the " Ownership Limit "). If the Number of Shares is less than 6,548,041, then the Calculation Agent may make adjustments to the other terms of the Transaction as appropriate to account for the economic effect of such occurrence. Notwithstanding any other provision of this Confirmation, the Definitions or the Agreement to the contrary, in no event shall the Number of Shares be increased so that the Number of Shares, together with the Owned Shares, exceeds the Ownership Limit.

Calculation Period: The period commencing on and including the third Scheduled Trading Day immediately following the Trade Date and ending on and including the Termination Date.

2

Settlement Date: The date one Settlement Cycle immediately following the Termination Date.

Termination Date: The earlier of (x) the Scheduled Termination Date and (y) any Exchange Business Day (the “**Accelerated Termination Date**”) designated by CS in its sole discretion by notice to Counterparty prior to 11:59 p.m. (New York City time) on the designated Accelerated Termination Date.

Scheduled Termination Date: February 13, 2015

Number of Shares to be Delivered: Number of Shares

Forward Price: The product of (x) the arithmetic average of the Daily VWAPs for the Exchange Business Days in the Calculation Period, subject to “Valuation Disruption” below, and (y) (A) 1 *plus* (B) the Forward Price Adjustment Factor.

Daily VWAP: For each Valuation Date, the volume-weighted average price per Share on such day as published on Bloomberg Page “GMCR <Equity> AQR” or any successor page thereto, or if such price is not so reported on such Valuation Date for any reason or is manifestly erroneous, as determined by the Calculation Agent.

Forward Price Adjustment Factor: Such amount as may be agreed between the parties from time to time.

Valuation Disruption: If a Disrupted Day occurs during the Calculation Period, CS may, by written notice to Counterparty, postpone the Scheduled Termination Date by up to one Scheduled Trading Day for each such Disrupted Day. The Calculation Agent shall also determine whether any such Disrupted Day (i) is a Disrupted Day in full, in which case the Daily VWAP for such Disrupted Day shall not be included for purposes of determining the Forward Price, or (ii) is a Disrupted Day only in part, in which case the Daily VWAP for such Disrupted Day shall be determined by the Calculation Agent using a volume-weighted method based on transactions in the Shares on such Disrupted Day taking into account the nature and duration of the relevant Market Disruption Event, and the Forward Price shall be determined by the Calculation Agent based on an appropriately weighted average of the Daily VWAPs for the Exchange Business Days in the Calculation Period instead of an arithmetic average.

Any Exchange Business Day on which, as of the date hereof, the Exchange is scheduled to close prior to its normal close of trading shall be deemed not to be an Exchange Business Day; if a closure of the Exchange prior to its normal close of trading on any Exchange Business Day is scheduled following the

3

date hereof, then such Exchange Business Day shall be deemed to be a Disrupted Day in full.

If a Disrupted Day occurs during the Calculation Period, and each of the nine immediately following Scheduled Trading Days is a Disrupted Day, then the Calculation Agent shall deem such ninth Scheduled Trading Day to be an Exchange Business Day that is not a Disrupted Day.

Market Disruption Events: Section 6.3(a) of the Equity Definitions is hereby amended (A) by deleting the words “during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be” in clause (ii) thereof, and (B) by replacing the words “or (iii) an Early Closure.” therein with “(iii) an Early Closure, or (iv) a Regulatory Disruption.”

Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term “Scheduled Closing Time” in the fourth line thereof.

Regulatory Disruption: Any event that CS or its affiliates (collectively, “**Credit Suisse**”), in its discretion, determines, based on the advice of nationally recognized outside counsel, makes it advisable with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures, applied generally by Credit Suisse in the relevant business on a non-discriminatory basis, for Credit Suisse to refrain from or decrease any market activity in connection with the Transaction.

Share Adjustments:

Method of Adjustment: Calculation Agent Adjustment

For the avoidance of doubt, the Calculation Agent shall determine any adjustment by reference to a commercially reasonable hedge position that would be maintained by a hypothetical broker-dealer similarly situated to CS in respect of a transaction between such broker-dealer and Counterparty with the same terms as the Transaction and shall take into account any applicable withholding or deduction of taxes.

Extraordinary Dividend: Any dividend or distribution on the Shares (other than any dividend or distribution of the type described in Section 11.2(e)(i) or Section 11.2(e)(ii)(A) or (B) of the Equity Definitions).

Extraordinary Events:

New Shares: In the definition of New Shares in Section 12.1(j) of the Definitions, the text in clause (i) shall be deleted in its entirety and replaced with “publicly quoted, traded or listed on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors)”.

Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Cancellation and Payment
(c) Share-for-Combined:	Component Adjustment
Tender Offer:	Applicable; <i>provided</i> that for purposes of Section 12.3(d) of the Definitions, references in the definition of "Tender Offer" in the Definitions to "10%" shall be replaced with "25%".
Consequences of Tender Offer:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment
Nationalization, Insolvency or Delisting:	Cancellation and Payment; <i>provided</i> that in addition to the provisions of Section 12.6(a)(iii) of the Definitions, it shall also constitute a Delisting if the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.
Additional Disruption Events:	
(a) Change in Law:	Applicable; <i>provided</i> that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by replacing the parenthetical beginning after the word "regulation" in the second line thereof with the phrase "(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute)".
(b) Insolvency Filing:	Applicable
(c) Hedging Disruption:	Not Applicable
(d) Increased Cost of Hedging:	Not Applicable
Hedging Party:	For all applicable events, CS
Determining Party:	For all applicable events, CS
Calculation Agent:	CS, whose determinations, adjustments and calculations in its capacity as Calculation Agent, as well as any determinations, adjustments or calculations by CS in its capacity as Determining Party, pursuant to this Confirmation, the

Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner; *provided* that, following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which CS is the Defaulting Party, Counterparty shall have the right to designate an independent equity derivatives dealer to replace CS as Calculation Agent, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent and CS shall bear any reasonable costs incurred by Counterparty in connection with such replacement. In the event the Calculation Agent or Determining Party makes any calculation, adjustment or determination pursuant to this Confirmation, the Agreement or the Definitions, upon reasonable request by Counterparty, the Calculation Agent or Determining Party (as the case may be) shall promptly provide an explanation in reasonable detail of the basis for any such determination, adjustment or calculation (including any quotations, market data or information from external sources used in making such calculation, adjustment or determination, as the case may be, but without disclosing Calculation Agent's or Determining Party's (as the case may be) proprietary or confidential models or any other proprietary or confidential information).

The Calculation Agent shall use commercially reasonable efforts to make any adjustment required or, to the extent it makes any such adjustment, permitted to be made to the terms of the Transaction as promptly as reasonably practicable following the occurrence of the event giving rise to any such adjustment, and the Calculation Agent shall use commercially reasonable efforts to notify Counterparty of the event giving rise to such adjustment, the terms being adjusted and, for each term so adjusted, such term, in each case, as promptly as reasonably practicable after giving effect to such adjustment.

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

3. Additional Provisions Relating to Transactions in the Shares

- (a) Counterparty acknowledges and agrees that CS may, during the period from and including the Trade Date to and including the earlier of (i) the Scheduled Termination Date and (ii) the date five Exchange Business Days immediately following the Termination Date (the “**Relevant Period**”), purchase Shares or enter into other hedging transactions in connection with the Transaction, but that CS is under no obligation to do so. Any such purchases or other transactions will be conducted independently of Counterparty. The timing of any such purchases or other transactions by CS, the number of Shares purchased or volume or terms of other transactions effected by CS on any day, the price paid per Share pursuant to such purchases or other transactions and the manner in which such purchases are made or such other transactions are executed,

6

including without limitation whether such purchases or other transactions are made on any securities exchange or privately, shall be within the absolute discretion of CS. CS shall make any purchases in connection with the Transaction in a manner that it believes in good faith to be in accordance with applicable law. Any losses or gains resulting from such activity will be for CS’s own account. Notwithstanding anything herein to the contrary, CS agrees that it shall not, directly or indirectly, prior to the Settlement Date (or such earlier date of termination pursuant to Section 6 of the Agreement or Section 12 of the Definitions) sell any Shares or enter into a “put equivalent position”, as defined in Rule 16(a)-1(h) under the Exchange Act, with respect to Shares in connection with the Transaction (and other than the sale of the Shares to Counterparty pursuant to the terms hereof).

- (b) During the Relevant Period, without the prior written consent of CS, Counterparty and its Affiliates shall not, directly or indirectly (including, without limitation, by means of a cash-settled or other derivative instrument with a hedging, averaging, valuation or similar relevant period that overlaps with the Relevant Period) purchase or sell, offer to purchase or sell, place any bid or limit order that would effect a purchase or sale of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable for Shares.

4. Additional Representations, Warranties and Agreements

- (a) In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere in this Confirmation, Counterparty represents and warrants to and for the benefit of, and agrees with, CS as follows:

- (i) As of the Trade Date, neither Counterparty nor The Coca-Cola Company (“**Parent**”) is aware of any material nonpublic information regarding Issuer or the Shares.
- (ii) Counterparty is not entering into this Confirmation to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) in violation of the Exchange Act.
- (iii) Counterparty is not and, after giving effect to the transactions contemplated hereby, will not be required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.
- (iv) Counterparty is an “eligible contract participant” as defined in Section 1a(18) of the U.S. Commodity Exchange Act, as amended (the “**CEA**”), and is a “qualified investor” as that term is defined in the Exchange Act.

- (b) CS represents and warrants to Counterparty that:

- (i) It is an “eligible contract participant” as defined in Section 1a(18) of the CEA, and is a “qualified investor” as that term is defined in the Exchange Act.
- (ii) It is a “U.S. person” (as that term is used in section 1.1441-4(a)(3)(ii) of United States Treasury Regulations) for United States federal income tax purposes.

- (c) Counterparty acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) thereof. Accordingly, Counterparty represents and warrants to CS that (i) it has the financial ability to bear the economic risk of its investment

7

in the Transaction and is able to bear a total loss of its investment, (ii) it is an “accredited investor” as that term is defined in Regulation D as promulgated under the Securities Act, (iii) it is entering into the Transaction for its own account and without a view to the distribution or resale thereof, and (iv) the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act and is restricted under the Agreement, the Securities Act and state securities laws.

- (d) Counterparty acknowledges that CS has informed Counterparty that CS is a “financial institution” and a “financial participant” within the meaning of Sections 101(22), 101(53C) and 101(22A) of Title 11 of the Bankruptcy Code (Title 11 of the United States Code) (the “**Bankruptcy Code**”). The parties hereto further agree and acknowledge that it is the intent of the parties that this Confirmation is a “securities contract,” as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a “termination value,” “payment amount” or “other transfer obligation” within the meaning of Section 362 of the Bankruptcy Code and a “settlement payment,” within the meaning of Section 546 of the Bankruptcy Code and (B) CS is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(o), 546(e), 548(d)(2), 555 and 561 of the Bankruptcy Code.

- (e) It is the intent of the parties that the Transaction comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act, and the parties agree that this Confirmation shall be interpreted to comply with the requirements of such Rule. Without limiting the generality of the preceding sentence, Counterparty acknowledges and agrees that, subject to CS’s obligations in Section 3(a) hereof, (A) Counterparty does not have, and shall not attempt to exercise, any influence over how, when or whether CS effects any purchases of Shares or enters into any other hedging transactions in connection with the Transaction, (B) during the Relevant Period, neither Counterparty nor its officers or employees shall, directly or indirectly, communicate any material nonpublic information regarding Issuer or the Shares to any employee of CS or its Affiliates that Counterparty reasonably believes to be responsible for trading the Shares or executing other hedging transactions in connection with the transactions contemplated hereby, (C) Counterparty is entering into the Transaction in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Exchange Act and (D) Counterparty will not “alter or deviate” from this Confirmation in a manner that would cause purchases hereunder not to be “pursuant to a contract, instruction or plan” (within the meaning of Rule 10b5-1(c)(1)(i)(C)) or enter into or alter a “corresponding or hedging transaction” (within the meaning of Rule 10b5-1(c)(1)(i)(C)) with respect to the Shares. Counterparty also acknowledges and agrees that any amendment, modification, waiver or termination of this Confirmation must be effected in accordance with the requirements for the amendment or termination of a “plan” as defined in Rule 10b5-1(c) under the Exchange Act. Without limiting the generality of the foregoing, any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment, modification or waiver shall be made at any time at which Counterparty or Parent is aware of any material nonpublic information regarding Issuer or the Shares.

5. Acknowledgements Regarding Hedging.

Counterparty acknowledges and agrees that:

- (a) During the Relevant Period, CS and its Affiliates may buy Shares or, subject to Section 3(a) above, buy or sell other securities, options or futures contracts or enter into swaps or other derivative securities, in each case in connection with the Transaction;
- (b) CS and its Affiliates also may be active in the market for Shares other than in connection with hedging activities in relation to the Transaction;

8

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- (c) Without limiting the generality of Section 3(a) above but subject to the last sentence thereof, CS shall make its own determination as to whether, when or in what manner any hedging or market activities in Shares shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Forward Price and/or the Daily VWAP; and
 - (d) Any market activities of CS and its Affiliates with respect to the Shares may affect the market price and volatility of the Shares, as well as the Forward Price and/or the Daily VWAP, each in a manner that may be adverse to Counterparty.

6. Staggered Settlement. CS may, by notice to Counterparty on or prior to the Settlement Date, elect to deliver any Shares deliverable on the Settlement Date on two or more dates occurring on or prior to the Settlement Date or at two or more times on the Settlement Date.

7. Transfer. Notwithstanding anything to the contrary in the Agreement, CS may assign or transfer its rights or obligations under the Transaction, in whole or in part, to (x) Credit Suisse International (“CSI”) or (y) any of its Affiliates of equivalent or better credit quality (or whose obligations under the Transaction are guaranteed by a person of such credit quality) whose obligations hereunder are guaranteed by Counterparty, CSI or Credit Suisse Group AG; *provided that*, under applicable law as in effect on the date of such transfer or assignment, (i) Counterparty will not be required to pay to the transferee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) of the Agreement as a result of such transfer or assignment; and (ii) Counterparty will not receive a payment from which an amount has been withheld or deducted, on account of a Tax under Section 2(d)(i) of the Agreement following such transfer or assignment.

8. Account Details.

Payments to CS: To be advised

Deliveries of Shares to Counterparty: To be advised

9. Submission to Jurisdiction; Waiver of Jury Trial

- (a) Each party hereby submits to the non-exclusive jurisdiction of the Courts of the State of New York or the U.S. federal courts in each case located in the Borough of Manhattan in New York City.
- (b) **CS and Counterparty hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to the Agreement, this Confirmation or the Transaction contemplated hereby.**

10. Tax Disclosure. Notwithstanding any provision in this Confirmation, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

11. FATCA and Tax Forms.

- (a) “Indemnifiable Tax” as defined in Section 14 of the Agreement shall not include (A) any tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a “**FATCA Withholding Tax**”) and (B) any tax imposed or collected pursuant to Section 871(m) of the Code or any current or future regulations or official interpretation thereof (a “**Section 871(m) Withholding Tax**”). For the avoidance of doubt, each of the FATCA Withholding Tax and Section 871(m) Withholding Tax is a tax deduction or withholding of which is required by applicable law for purposes of Section 2(d) of the Agreement. Counterparty acknowledges and agrees that CS may, at its discretion, treat the Transaction as a “specified national contract” under Section 871(m) of the Code.

9

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- (b) CS shall provide Counterparty a correct, complete and executed United States Internal Revenue Service Form W-9 (or any successor thereto) (i) upon the execution of this Confirmation; (ii) promptly upon reasonable demand by Counterparty; and (iii) promptly upon learning that any Form W-9 (or any successor thereto) previously provided by CS has become obsolete or incorrect.

- (c) Counterparty represents that (i) it is a “foreign person” (as that term is used in Section 1.6041-4(a)(4) of the U.S. Treasury Regulations) for United States federal income tax purposes, and (ii) no payment received or to be received by it in connection with this Transaction is effectively connected with the conduct of a trade or business within the United States (as determined for United States federal income tax purposes). In addition, Counterparty shall provide CS a correct, complete and executed United States Internal Revenue Service Form W-8 BEN (or any successor thereto) (i) upon the execution of this Confirmation; (ii) promptly upon reasonable demand by CS; and (iii) promptly upon learning that any Form W-8 BEN (or any successor thereto) previously provided by Counterparty has become obsolete or incorrect.

12. Role of Agent. Credit Suisse Securities (USA) LLC, in its capacity as Agent will be responsible for (A) effecting the Transaction, (B) issuing all required confirmations and statements to CS and Counterparty, (C) maintaining books and records relating to the Transaction in accordance with its standard practices and procedures and in accordance with applicable law and (D) unless otherwise requested by Counterparty, receiving, delivering, and safeguarding Counterparty’s funds and any securities in connection with the Transaction, in accordance with its standard practices and procedures and in accordance with applicable law.

- (a) Agent is acting in connection with the Transaction solely in its capacity as Agent for CS and Counterparty pursuant to instructions from CS and Counterparty. Agent shall have no responsibility or personal liability to CS or Counterparty arising from any failure by CS or Counterparty to pay or perform any obligations hereunder, or to monitor or enforce compliance by CS or Counterparty with any obligation hereunder, including, without limitation, any obligations to maintain collateral. Each of

CS and Counterparty agrees to proceed solely against the other to collect or recover any securities or monies owing to it in connection with or as a result of the Transaction. Agent shall otherwise have no liability in respect of the Transaction, except for its gross negligence or willful misconduct in performing its duties as Agent.

- (b) Any and all notices, demands, or communications of any kind relating to the Transaction between CS and Counterparty shall be transmitted exclusively through Agent at the following address:

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010

For payments and deliveries:
Facsimile No.: (212) 325 8175
Telephone No.: (212) 325 8678 / (212) 325 3213

For all other communications:
Facsimile No.: (212) 325 8173
Telephone No.: (212) 325 8676 / (212) 538 5306 / (212) 538 1193 / (212) 538 6886

- (c) The date and time of the Transaction evidenced hereby will be furnished by the Agent to CS and Counterparty upon written request.
- (d) The Agent will furnish to Counterparty upon written request a statement as to the source and amount of any remuneration received or to be received by the Agent in connection with the Transaction evidenced hereby.
- (e) CS and Counterparty each represents and agrees (A) that the Transaction is not unsuitable for it in the light of such party's financial situation, investment objectives and needs and (B) that it is entering into the Transaction in reliance upon such tax, accounting, regulatory, legal and financial advice as it deems necessary and not upon any view expressed by the other or the Agent.

10

Please confirm that the foregoing correctly sets forth the terms of our agreement by signing and returning this Confirmation.

Yours faithfully,

Credit Suisse Capital LLC

By: /s/ Bik Kwan Chung
Name: Bik Kwan Chung
Title: Authorized Signatory

Credit Suisse Securities (USA) LLC,
as Agent

By: /s/ Emilie Blay
Name: Emilie Blay
Title: Vice President

Confirmed as of the date first written above:

Atlantic Industries

By: /s/ Kathy N. Waller
Name: Kathy N. Waller
Title: President and Chief Financial Officer

11
