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**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): **August 12, 2015**

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

The Coca-Cola Company (the "Company") announced that, effective August 13, 2015, James Quincey, age 50, has been named President and Chief Operating Officer of the Company. Mr. Quincey joined the Company in 1996 as Director, Learning Strategy for the Latin America Group. He moved to Mexico as Deputy to the Division President in 1999, became Region Manager for Argentina and Uruguay in 2000, and then served as General Manager of the South Cone region (Argentina, Chile, Uruguay and Paraguay) in 2003. Mr. Quincey was appointed President of the South Latin Division in December 2003 and President of the Mexico Division in December 2005. From October 2008 to January 2013, he served as President of the Northwest Europe and Nordics business unit. Mr. Quincey was appointed President of the Europe Group effective January 1, 2013 and served in that role until his appointment to his current position.

On August 12, 2015, the Company provided a letter to Mr. Quincey to confirm his new position and primary compensation elements. Pursuant to the letter, Mr. Quincey's new base salary was effective as of the date of appointment and he will continue to be eligible to participate in the Company's Performance Incentive Plan and Long-Term Incentive program and will continue to be subject to the Company's share ownership guidelines. Mr. Quincey will receive a special one-time restricted stock unit grant with an estimated value of \$3 million, subject to the terms and conditions set forth in the letter and applicable award agreement. Mr. Quincey will participate in the Global Mobility Policy for a period of two years. Details regarding base salary determinations, the Performance Incentive Plan and the Long-Term Incentive program are included in the Compensation Discussion and Analysis section of the Company's definitive proxy statement for the 2015 Annual Meeting of Shareowners filed with the Securities and Exchange Commission on March 12, 2015 (the "2015 Proxy Statement").

On August 13, 2015, the Company announced that Ahmet C. Bozer, Executive Vice President of the Company and President of Coca-Cola International, will be retiring from the Company in March 2016. Mr. Bozer will no longer serve as President of Coca-Cola International effective August 13, 2015, and will continue to serve as Executive Vice President of the Company through his retirement on March 31, 2016.

On August 12, 2015, the Company and Mr. Bozer entered into a separation agreement detailing the terms of his retirement. The agreement provides that Mr. Bozer will receive severance benefits under the terms of The Coca-Cola Severance Pay Plan, an annual incentive for 2015 and a prorated award for 2016 under the standard terms of the Performance Incentive Plan, and be eligible for the special equity program with respect to all equity awards granted prior to 2013. For equity awards granted in 2013 and after, the existing terms of the plans and related agreements apply. Mr. Bozer's retirement benefits will consist of those benefits accrued and vested under the standard terms and conditions of the plans in which he participates. Mr. Bozer will receive outplacement services. In connection with the Separation Agreement, on August 12, 2015, Mr. Bozer entered into a Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality.

The foregoing descriptions of the letter and agreements with Mr. Quincey and Mr. Bozer, respectively, are qualified in their entirety by the applicable documents, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference. The Company's August 13, 2015 press release announcing the appointment of Mr. Quincey and retirement of Mr. Bozer is attached hereto as Exhibit 99.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

10.1 Letter, dated August 12, 2015, from the Company to James Quincey

10.2 Separation Agreement and Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality between The Coca-Cola Company and Ahmet C. Bozer, dated August 12, 2015.

99.1 Press Release of The Coca-Cola Company dated August 13, 2015.

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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: August 12, 2015

By: /s/ Ceree Eberly  
Ceree Eberly  
Senior Vice President and  
Chief People Officer

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# The Coca-Cola Company

COCA-COLA PLAZA  
ATLANTA, GEORGIA

**MUHTAR KENT**  
CHAIRMAN AND CHIEF EXECUTIVE OFFICER  
THE COCA-COLA COMPANY

ADDRESS REPLY TO:  
P.O. BOX 1734  
ATLANTA, GA 30301

404 676-4082  
FAX: 404 676-7721

August 12, 2015

James Quincey  
London, England

Dear James,

We are delighted to confirm your new position as President and Chief Operating Officer, job grade 24, effective immediately. You will report to me. The information contained in this letter provides details of your position.

- Your principal place of assignment will be Atlanta, Georgia. You will be employed by The Coca-Cola Company upon receipt of required work permits. You will cease to be employed by Beverage Services Limited at that time with no further obligations on the part of either party.
- Your annual base salary for your new position will be \$900,000.
- You will continue to be eligible to participate in the annual Performance Incentive Plan. The target annual incentive for a job grade 24 is 175% of annual base salary. The actual amount of an incentive award may vary and is based on individual performance and the financial performance of the Company. Awards are made at the discretion of the Compensation Committee of the Board of Directors. The plan may be modified from time to time.
- You will continue to be eligible to participate in The Coca-Cola Company's Long-Term Incentive program. Awards are made at the discretion of the Compensation Committee of the Board of Directors based upon recommendations by Senior Management. You will be eligible to receive long-term incentive awards within guidelines for the job grade assigned to your position and based upon your personal performance, Company performance, and leadership potential to add value to the Company in the future. As a discretionary program, the award timing, frequency, size and mix of award vehicles are variable.
- The Compensation Committee of the Board of Directors has approved a special one-time restricted stock unit grant with an estimated value of \$3,000,000. The restrictions will lapse and the award will be released to you 50% three years from

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today and 50% four years from today, contingent on your continued employment. The award will be governed solely by the terms of the Company's 2014 Equity Plan and the Agreement that will be provided to you at the time the award is made. The actual number of units awarded will be determined using the target value and the average of the closing prices of The Coca-Cola Company's common stock on the thirty days preceding the grant date.

- You will be expected to acquire and maintain share ownership at a level equal to five times your base salary. As part of the Company's ownership expectations, you will have two additional years, or until December 31, 2017 to achieve this level of ownership. You will be asked to provide information in December each year on your progress toward your ownership goal, and that information will be reviewed with the Compensation Committee of the Board of Directors the following February.
- You will be eligible for the Company's Financial Planning and Counseling program which provides reimbursement of certain financial planning and counseling services, up to \$10,000 annually, subject to taxes and withholding.
- You will be eligible for the Emory Executive Health benefit which includes a comprehensive physical exam and one-on-one medical and lifestyle management consultation.
- You are required to enter into the Agreement on Confidentiality, Non-Competition, and Non-Solicitation, effective immediately (enclosed).
- To support your transition to Atlanta, for the first two years of your assignment, you will participate in the Global Mobility Policy and be provided the standard benefits of that program. The duration and type of assignment are contingent upon the business needs of the Company provided suitable performance standards are maintained. The Code of Business Conduct, Confidentiality Agreements, or any other document related to knowledge you acquire of Company business or conducting business remain in effect during international assignment. Effective September 1, 2017, you will be considered a local employee in the United States, you will no longer receive any benefits under the Global Mobility Policy, and any applicable localization benefits under that policy will not apply.
- This letter is provided as information and does not constitute an employment contract.

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Congratulations, James. I feel certain that you will find challenge, satisfaction and opportunity in this new role and as we continue our journey toward the 2020 Vision.

Sincerely,

/s/ Muhtar Kent

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Muhtar Kent

c: Cerec Eberly  
Shane Smith  
Executive Compensation  
GBS Executive Services

Enclosures: Agreement on Confidentiality, Non-Competition, and Non-Solicitation

# The Coca-Cola Company

COCA-COLA PLAZA  
ATLANTA, GEORGIA

**MUHTAR KENT**  
CHAIRMAN AND CHIEF EXECUTIVE OFFICER  
THE COCA-COLA COMPANY

ADDRESS REPLY TO:  
P.O. BOX 1734  
ATLANTA, GA 30301

404 676-4082  
FAX: 404 676-7721

August 12, 2015

Ahmet C. Bozer  
The Coca-Cola Company  
Atlanta, Georgia

Dear Ahmet,

We thank you very much for all of your contributions to The Coca-Cola Company (the "Company"), our people and the Coca-Cola system. I personally wish you and your family all the best in your retirement. This letter outlines the terms of your separation from the Company. Except as otherwise provided below, all applicable elements of your separation package will be paid under the terms of the relevant policies and plans the Company.

1. You will step down from your current position as President, Coca-Cola International, effective immediately. From now through March 31, 2016, you will continue as Executive Vice President to facilitate a smooth transition and will also advise me on key strategic initiatives. You will separate from the Company on March 31, 2016 ("Separation Date").
2. If you sign the enclosed release, you will be eligible for a benefit under The Coca-Cola Company Severance Pay Plan equivalent to two years of base salary, based on your current annual salary. This amount will be paid in a lump sum shortly after your Separation Date. This amount is subject to all applicable tax and withholdings.
3. You will receive an annual incentive award for 2015 and a prorated award for 2016 under the standard terms and conditions of the annual Performance Incentive Plan. The actual payment amount is contingent upon actual Company performance and your performance. Any such award will be paid at the same time such awards are paid to all other similar Company executives. Your participation and any award made to you shall be determined by the Compensation Committee.
4. The Compensation Committee has extended to you the terms of the Special Equity Program with respect to all equity granted prior to 2013 on the same terms and

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conditions applicable to other eligible employees who are at least age 50 with at least 10 years of service. This is conditioned upon you signing the enclosed release. For equity awards granted in 2013 and after, the existing terms of the plans and related agreements apply. When you exercise your stock options or receive shares underlying PSU awards, you will be personally liable for paying any taxes owed except as expressly provided by the Company's International Service Policy, Tax Equalization Policy or post-assignment tax policy. You will not receive any additional equity awards. Your equity awards will be treated as summarized below.

#### Stock Options

- All of your unvested options continue to vest for up to four years following your Separation Date. As provided by the terms of the Special Equity Program, the plan documents and/or the grant agreements, as applicable, you will have up to four years, or, if earlier, the normal date of expiration, to exercise all of your stock options once they have vested. This applies to all options, including those granted before and after 2013.

#### 2013-2015 PSU Plan

- You continue to be eligible for a payment, if any, under this program based on performance. However, please note that this plan is not currently expected to pay out.

#### 2014-2016 PSU Plan

- The award shall be prorated for the number of months you work during the performance period (for example, 27/36ths for a Separation Date of March 31, 2016). The award remains subject to the performance criteria. The remaining shares will be forfeited.

#### 2015-2017 PSU Plan

- Provided you remain employed at least through twelve months from the date of grant, the award shall be prorated for the number of months you work during the performance period (for example, 15/36ths for a Separation Date of March 31, 2016). The award remains subject to the performance criteria. The remaining shares will be forfeited.
6. Your retirement benefits will consist of those benefits you have accrued under the standard terms and conditions of the plans in which you participate and in which benefits are vested as of your Separation Date.

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7. You will continue to be reimbursed up to \$10,000 per year in financial planning and related expenses incurred by you annually up through your Separation Date.
  8. The Company will provide at its expense outplacement services through a designated services provider.

9. The terms and conditions in this letter are further conditioned upon your signing and adhering to the attached Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality.

Ahmet, thank you again for your many years of dedicated service to the Company. Please contact Ceree Eberly should you have any additional questions regarding the terms of this letter or the terms of any of the benefit plans.

Sincerely,

/s/ Muhtar Kent

Muhtar Kent  
Chief Executive Officer

Agreed to and accepted this 12<sup>th</sup> day of August, 2015.

/s/ Ahmet C. Bozer

Attachment

cc: Ceree Eberly

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**FULL AND COMPLETE RELEASE  
AND AGREEMENT ON COMPETITION,  
TRADE SECRETS AND CONFIDENTIALITY**

**Release.**

I, Ahmet Bozer, in consideration of the payments and benefits under The Coca-Cola Company Severance Pay Plan, the benefits and payments described in the letter dated August 12, 2015, and other good and valuable consideration, for myself and my heirs, executors, administrators and assigns, do hereby knowingly and voluntarily release and forever discharge The Coca-Cola Company ("TCCC"), and its subsidiaries, affiliates, joint ventures, joint venture partners, and benefit plans (collectively with TCCC, referred to herein as the "Company"), and their respective current and former directors, officers, administrators, trustees, employees, agents, and other representatives, (collectively with the Company, referred to herein as "Releasees") from all debts, claims, actions, causes of action (including without limitation those under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et seq.; and those federal, state, local, and foreign laws prohibiting employment discrimination based on age, sex, race, color, national origin, religion, disability, veteran or marital status, sexual orientation, or any other protected trait or characteristic, or retaliation for engaging in any protected activity, including without limitation the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. ("ADEA"), as amended by the Older Workers Benefit Protection Act, P.L. 101-433; the Equal Pay Act of 1963, 9 U.S.C. § 206, et seq.; Title VII of The Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791

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et seq.; and comparable state, local, and foreign causes of action, whether statutory or common law), suits, dues, sums of money, accounts, reckonings, covenants, contracts, claims for costs or attorneys' fees, controversies, agreements, promises, and all liabilities of any kind or nature whatsoever, at law, in equity, or otherwise, KNOWN OR UNKNOWN, fixed or contingent, which I ever had, now have, or may have, or which I, my heirs, executors, administrators or assigns hereafter can, shall, or may have in the future, including without limitation those arising out of or related to my employment or separation from employment with the Company through the date of this Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality ("Agreement").

I fully understand and agree that:

1. this Agreement is in exchange for the payments and benefits under The Coca-Cola Company Severance Pay Plan, the payments and benefits described in the letter dated August 12, 2015, and other compensation to which I would otherwise not be entitled;
2. I am hereby advised to consult with an attorney before signing this Agreement;
3. I have 21 days from my receipt of this Agreement within which to consider whether to sign it;
4. I have seven days following my signature of this Agreement to revoke the Agreement; and
5. this Agreement shall not become effective or enforceable until the revocation period of seven days has expired.

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If I choose to revoke this Agreement, I must do so by notifying TCCC in writing.

Notwithstanding any other provision or paragraph of this Agreement, I do not hereby waive any rights or claims for which waivers or releases are prohibited by applicable law or any rights or claims under the ADEA that may arise after the date I sign this Agreement.

If there is any claim for loss of consortium, or any other similar claim, arising out of or related to my employment or separation of employment with TCCC, I will indemnify and hold Releasees harmless from any liability, including costs and expenses (as well as reasonable attorneys' fees) incurred by the Releasees as a result of any such claim.

I acknowledge and represent that (i) I have received all leave required under the Family and Medical Leave Act of 1993, as amended ("FMLA"), and (ii) do not claim that Releasees violated or denied me rights under the FMLA. I further acknowledge and represent that I (i) was properly classified as exempt under the Fair Labor

Standards Act of 1938, as amended ("FLSA"), (ii) have been fully paid for hours I worked for TCCC and (iii) do not claim that TCCC violated or denied me rights under the FLSA.

I additionally understand and agree that this Agreement is not and shall not be construed to be an admission of liability of any kind on the part any of the Releasees.

**Future Cooperation.**

I covenant and agree that I shall, to the extent reasonably requested in writing, cooperate with and serve in any capacity requested by the Company in any investigation and/or threatened or pending litigation (now or in the future) in which the Company is a party, and regarding which I, by virtue of my employment with TCCC, have knowledge or information relevant to said litigation, including, but not limited to (i) meeting with representatives of the Company to provide truthful information regarding my knowledge, (ii) acting as the Company's

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representative, and (iii) providing, in any jurisdiction in which the Company requests, truthful testimony relevant to said litigation, provided the Company pays me reasonable compensation and reimburses me for reasonable expenses incurred in connection with such cooperation.

**Trade Secrets and Confidential Information.**

I covenant and agree that I have held and shall continue to hold in confidence all Trade Secrets of the Company that came into my knowledge during my employment by TCCC and shall not disclose, publish or make use of at any time such Trade Secrets for as long as the information remains a Trade Secret. "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.

I also covenant and agree that, for the period beginning on the date I sign this Agreement and ending two years after I have signed this Agreement or two years after the date my employment ends, whichever is later ("Nondisclosure Period"), I will hold in confidence all Confidential Information of the Company that came into my knowledge during my employment by TCCC and will not disclose, publish or make use of such Confidential Information. "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.

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The restrictions stated in this Agreement are in addition to and not in lieu of protections afforded to trade secrets and confidential information under applicable state law or any prior agreement I have signed or made with the Company regarding trade secrets, confidential information, or intellectual property. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the Company's right under applicable state law or any prior agreement I have signed or made with the Company regarding trade secrets, confidential information, or intellectual property.

**Return of Materials.**

I further covenant and agree that I have or shall promptly 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 me or furnished to me by virtue of my employment with the Company. I shall promptly deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to me by virtue of my employment with the Company.

**No Publicity.**

During the Nondisclosure Period, I will not publish any opinion, fact, or material, deliver any lecture or address, participate in the making of any film, radio broadcast or television transmission, or communicate with any representative of the media relating to confidential matters regarding the business or affairs of the Company which I was involved with during my employment.

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**Non Compete and Non Solicitation.**

**Definitions.**

For the purposes of this Section, the following definitions apply:

- (a) "Non Solicitation Period" means the period beginning on the date I sign this Agreement and ending on March 31, 2018.
- (b) "Restricted Activities" means the involvement in, development of, or oversight of the manufacturing, distribution, marketing, sales, operation, innovation, commercial leadership, or any financial activities for Restricted Businesses.
- (c) "Territory" means North America, South America, Asia, Africa, Europe, and Australia and Oceania.
- (d) "Restricted Businesses" means 1) companies whose primary business is the manufacture, sale, distribution and marketing of either carbonated soft drinks, coffee, tea, water, sports drinks, energy drinks, juices or fruit-based beverages ("Non-alcoholic Beverages") or beverage enhancers, beverage solutions, beverage enablers or other additives, which additives primarily are intended for use in non-alcoholic beverages, ("Beverage Enhancers"), and 2) companies whose business activities includes the manufacture, sale, distribution and marketing of Non-alcoholic Beverages or Beverage Enhancers, but for whom such business(es) may not be the company's primary business ("Non-Beverage Companies").
- (e) "Competing Business Segment" means any subsidiary, division, or unit of the business of a company, where such subsidiary, division, or unit manufactures, sells, distributes, or markets Non-alcoholic Beverages or Beverage Enhancers.

**Non Compete.**

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“CEO”), directly or indirectly engage in any Restricted Activities for or on behalf of (including in a consulting capacity) any Restricted Business.

Notwithstanding the foregoing, I may perform services for Non-Beverage Companies (other than PepsiCo, its subsidiaries and affiliates, including but not limited to Pepsi Bottling Group) that have a Competing Business Segment, provided I do not perform Restricted Activities for such Competing Business Segment, and provided I notify the CEO of the nature of such service in writing within a reasonable time prior to beginning of such services.

**Non Solicitation of Employees.**

I hereby covenant and agree that I will not, during the Non Solicitation Period, without the prior written consent of the CEO, solicit or encourage, or attempt to solicit or encourage, directly or indirectly, for employment for or on behalf of any corporation, partnership, venture or other business entity any person who, on the last day of my employment with TCCC or within twelve months prior to that date, was employed by the Company as a manager or executive and with whom I had professional interaction during the last twelve months of my employment with TCCC to terminate his or her employment with the Company or to accept employment with any other person or entity (whether or not such person would commit a breach of contract by leaving the Company).

**Non Solicitation of Customers.**

I hereby covenant and agree that I will not, during the Non Solicitation Period, without the prior written consent of the CEO, solicit or encourage, or attempt to solicit or encourage, directly or indirectly, any of the Company’s customers, including actively sought prospective customers with whom I had professional interaction during my employment with the Company, to reduce the amount of business which any such customer has customarily done with

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the Company or contemplates doing with the Company by doing business instead with any of the Restricted Businesses.

**Reasonable and Necessary Restrictions.**

I acknowledge that during the course of my employment with TCCC I have received or will receive and had or will have access to Confidential Information and Trade Secrets of the Company, including but not limited to confidential and secret business and marketing plans, strategies, and studies, detailed client/customer/bottler lists and information relating to the operations and business requirements of those clients/customers/bottlers and, accordingly, I am willing to enter into the covenants contained in this Agreement in order to provide the Company with what I consider to be reasonable protection for its interests.

I acknowledge that the restrictions, prohibitions and other provisions hereof, are reasonable, fair and equitable in scope, terms and duration, and are necessary to protect the legitimate business interests of the Company. I covenant that I will not challenge the enforceability of this Agreement nor will I raise any equitable defense to its enforcement.

I acknowledge and agree that in the event I breach, or threaten in any way to breach, or it is inevitable that I will breach, any of the provisions of this Agreement, damages shall be an inadequate remedy and the Company shall be entitled, without bond, to injunctive or other equitable relief in addition to all other rights otherwise available to the Company at law or in equity.

**Non-Disparagement.**

I agree that I will not make any statement, written or verbal, in any forum or media, or take any action in disparagement of the Company, including but not limited to negative

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references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates.

**Complete Agreement.**

This Agreement is the complete understanding between me and the Company in respect of the subject matter of this Agreement and, with the exception of any prior agreement I have signed or made with the Company regarding trade secrets, confidential information, or intellectual property, supersedes all prior agreements relating to the same subject matter. I have not relied upon any representations, promises or agreements of any kind except those set forth herein in signing this Agreement.

**Severability.**

In the event that any provision of this Agreement should be held to be invalid or unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Agreement to be upheld and enforced to the maximum extent permitted by law.

**Governing Law.**

Except to the extent preempted by Federal Law, this Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Georgia, without regard to principles of conflicts of law or giving effect to the choice-of-law provisions of the State of Georgia or any other jurisdiction and any legal action related to or arising out of this Agreement will be brought exclusively in the federal or state courts located in the State of Georgia. I hereby consent to the jurisdiction of such courts.

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**Successors and Assigns.**



This Agreement inures to the benefit of the Company and its successors and assigns.

**Amendment/Waiver.**

No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto.

**Acknowledgment.**

I have carefully read this Agreement, fully understand each of its terms and conditions, and intend to abide by this Agreement in every respect. As such, I knowingly and voluntarily sign this Agreement.

/s/ Ahmet Bozer

\_\_\_\_\_  
Ahmet Bozer

Date: August 12, 2015



**Contacts:**  
**Media**  
**Kent Landers**  
 T +01 404.676.2683

**Investors and Analysts:**  
**Tim Leveridge**  
 T +01 404.676.7563

The Coca-Cola Company  
 Global Public Affairs & Communications Department

P.O. Box 1734  
 Atlanta, GA 30301  
 press@coca-cola.com

## News Release

### **THE COCA-COLA COMPANY NAMES JAMES QUINCEY PRESIDENT AND CHIEF OPERATING OFFICER**

#### ***Appoints Veteran Executive to Oversee Global Operations***

#### ***Ahmet Bozer, Executive Vice President and President of Coca-Cola International, to Retire after Distinguished 25-Year Career***

**ATLANTA, Aug. 13, 2015** – The Coca-Cola Company (NYSE: KO) today announced James Quincey has been named President and Chief Operating Officer (COO), effective immediately. As President and COO, Quincey will have responsibility for all of the Company's operating units worldwide. He will report directly to Chairman and Chief Executive Officer Muhtar Kent.

Quincey, 50, is a 19-year veteran of Coca-Cola and since 2013 served as President of The Coca-Cola Company's Europe Group, which comprises 38 countries, including the Member States of the European Union, the European Free Trade Association countries and the Balkans. Under Quincey's leadership, the Europe Group, the Company's most profitable operating group, strategically expanded its brand portfolio and improved execution across the geography. These actions helped drive solid topline growth and expanded the Company's leading market share position in total nonalcoholic ready-to-drink (NARTD) beverages despite the volatile and prolonged macroeconomic challenges in the region.



*James Quincey, President and Chief Operating Officer, The Coca-Cola Company, stands with Muhtar Kent, Chairman and Chief Executive Officer, The Coca-Cola Company. Quincey, a 19-year Coca-Cola veteran, assumed responsibility for all of the Company's operating units worldwide, effective Aug. 13, 2015.*

Quincey also played an instrumental role in leading the recently announced proposed merger of Coca-Cola Enterprises, Coca-Cola Iberian Partners and Coca-Cola Erfrischungsgetranke AG to form Coca-Cola European Partners Plc., in what will become the world's largest independent Coca-Cola bottler based on net revenues.

"Over nearly two decades, James has built an impressive track record of strategic, operational and commercial accomplishments," said Muhtar Kent, Chairman and Chief Executive Officer. "He has proven to be a successful and trusted leader and brings to this position a strong reputation for developing people and inspiring teams. His wealth of experience across our global system, particularly in Europe and Latin America, will be a valuable asset as we continue to accelerate growth through our 2020 Vision and our previously announced five strategic actions. James is emblematic of the deep bench strength we have developed at Coca-Cola, and I could not be more pleased about his appointment to this critical role at this important time."

"The Board unanimously agrees that James Quincey's leadership experience coupled with his strategic thinking and proven ability to deliver results make him the right person to help execute Coca-Cola's strategic priorities and drive sustainable growth," commented Sam Nunn, Independent Lead Director of The Coca-Cola Company's Board. "Additionally, James will complement Muhtar's skills and qualities, making them a formidable team as they work to advance the Company's growth agenda."

Reporting to Quincey will be Irial Finan, President, Bottling Investments and Supply Chain; J. Alexander "Sandy" Douglas Jr., President, North America Group; Brian Smith, President, Latin America Group; Atul Singh, President, Asia Pacific Group; Nathan Kalumbu, President, Eurasia & Africa Group; and Harry Anderson, Senior Vice President, Global Business Services. Also reporting to Quincey will be two executives leading the Company's strategic investment partnerships, Deryck van Rensburg and Doug Jackson. Dan Sayre, Western Europe Business Unit President, and Nikos Koumettis, Central and Southern Europe Business Unit President, will continue to report to Quincey.

"I am excited and honored to take on this role and look forward to partnering with Muhtar and our talented senior leadership

team to deliver on our 2020 Vision and help accelerate the strategic actions we've outlined to reinvigorate growth across our Company and system worldwide," said Quincey.

Concurrent to Quincey's appointment, Ahmet Bozer, Executive Vice President and President of Coca-Cola International, will retire after a distinguished 25-year career in the Coca-Cola system. Bozer will stay with Coca-Cola until March 2016, to ensure a smooth transition and serve as an adviser to Muhtar Kent and the Company on key strategic initiatives.

Kent said, "During his more than two decades at Coca-Cola, Ahmet has made numerous contributions to our system. As President of International, he was instrumental in leading both the recent streamlining of our international business and the evolution of key bottling operations in Africa and Western Europe. In addition, he has led the sustained growth of many of our key developing markets throughout Eurasia and Africa, and has played an important role in reinvigorating growth in critical Asia Pacific markets.

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Added Kent: "Ahmet has been a consummate Coca-Cola leader who will be remembered by everyone across our system as a leader of great integrity, character and intellect. He was a very important and respected business partner of mine over many years. He was also a great friend, and will remain so. I want to wish Ahmet and his family continued success and happiness in the future."

Bozer, 55, began his career with Coca-Cola in 1990 as a Financial Controller Manager in Atlanta, and has advanced to serve in numerous leadership roles throughout the Coca-Cola system, including Managing Director of Coca-Cola Bottlers of Turkey (now Coca-Cola Icecek A.S.), President of the Eurasia Group and President of the Eurasia & Africa Group, where he led the Company's business activities in more than 90 countries. He was named President of Coca-Cola International in 2012.

Before joining Coca-Cola, Bozer spent five years in various audit, consultancy and management roles with Coopers & Lybrand in Atlanta. He holds a Master of Science in Business Information Systems from Georgia State University in the U.S. and a Bachelor of Science in Business Administration from Middle East Technical University in Ankara, Turkey.

#### **About James Quincey**

Prior to his role as head of the Europe Group, Quincey served as President of the Northwest Europe & Nordics Business Unit (NWN) from 2008 to 2012. Among Quincey's many accomplishments during this time was his leadership of the acquisition of innocent juice in 2009. Innocent is now sold in more than 14 countries and is well on its way to becoming one of the Company's billion-dollar brands.

From 2005 to 2008, Quincey was President of the Mexico Division. During his tenure in Mexico, Quincey grew market share for brand Coca-Cola and expanded the Company's portfolio with the re-launch of Coca-Cola Zero and the acquisition of Jugos de Valle, one of the Company's 20 brands that generate more than a billion dollars in annual revenue, and which is now sold in 16 countries.

Quincey joined the Company in Atlanta in 1996 as Director, Learning Strategy for the Latin America Group, and went on to serve in a series of operational roles of increased responsibility in Latin America, leading to his appointment as President of the South Latin Division in 2003. During his time in South Latin, Quincey was instrumental in developing and executing a successful brand, pack, price and channel strategy, which has now been replicated in various forms throughout Coca-Cola's global system.

Prior to joining Coca-Cola, Quincey was a Partner in strategy consulting at The Kalchas Group, a spin off from Bain & Company and McKinsey. Quincey, who is bilingual in English and Spanish, received a Bachelor's degree in Electronic Engineering from the University of Liverpool. He will relocate from London to Atlanta later this fall.

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#### **About The Coca-Cola Company**

The Coca-Cola Company (NYSE: KO) is the world's largest beverage company, refreshing consumers with more than 500 sparkling and still brands. Led by Coca-Cola, one of the world's most valuable and recognizable brands, our Company's portfolio features 20 billion-dollar brands including Diet Coke, Fanta, Sprite, Coca-Cola Zero, vitaminwater, Powerade, Minute Maid, Simply, Georgia and Del Valle. Globally, we are the No. 1 provider of sparkling beverages, ready-to-drink coffees, and juices and juice drinks. Through the world's largest beverage distribution system, consumers in more than 200 countries enjoy our beverages at a rate of 1.9 billion servings a day. With an enduring commitment to building sustainable communities, our Company is focused on initiatives that reduce our environmental footprint, support active, healthy living, create a safe, inclusive work environment for our associates, and enhance the economic development of the communities where we operate. Together with our bottling partners, we rank among the world's top 10 private employers with more than 700,000 system associates. For more information, visit Coca-Cola Journey at [www.coca-colacompany.com](http://www.coca-colacompany.com), follow us on Twitter at [twitter.com/CocaColaCo](https://twitter.com/CocaColaCo), visit our blog, Coca-Cola Unbottled, at [www.coca-colablog.com](http://www.coca-colablog.com) or find us on LinkedIn at [www.linkedin.com/company/the-coca-cola-](http://www.linkedin.com/company/the-coca-cola-)

## **Forward-Looking Statements**

*This press release may contain statements, estimates or projections that constitute “forward-looking statements” as defined under U.S. federal securities laws. Generally, the words “believe,” “expect,” “intend,” “estimate,” “anticipate,” “project,” “will” and similar expressions identify forward-looking statements, which generally are not historical in nature. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from The Coca-Cola Company’s historical experience and our present expectations or projections. These risks include, but are not limited to, obesity concerns; water scarcity and poor quality; evolving consumer preferences; increased competition and capabilities in the marketplace; product safety and quality concerns; perceived negative health consequences of certain ingredients, such as non-nutritive sweeteners and biotechnology-derived substances, and of other substances present in our beverage products or packaging materials; increased demand for food products and decreased agricultural productivity; changes in the retail landscape or the loss of key retail or foodservice customers; an inability to expand operations in emerging and developing markets; fluctuations in foreign currency exchange rates; interest rate increases; an inability to maintain good relationships with our bottling partners; a deterioration in our bottling partners’ financial condition; increases in income tax rates, changes in income tax laws or unfavorable resolution of tax matters; increased or new indirect taxes in the United States or in other major markets; increased cost, disruption of supply or shortage of energy or fuels; increased cost, disruption of supply or shortage of ingredients, other raw materials or packaging materials; changes in laws and regulations relating to beverage containers and packaging; significant additional labeling or warning requirements or limitations on the availability of our products; an inability to protect our information systems against service interruption, misappropriation of data or breaches of security; unfavorable general economic conditions in the United States; unfavorable economic and political conditions in international markets; litigation or legal proceedings; adverse weather conditions; climate change; damage to our brand image and corporate reputation from negative publicity, even if unwarranted, related to product safety or quality, human and workplace rights, obesity or other issues; changes in, or failure to comply with, the laws and regulations applicable to our products or our business operations; changes in accounting standards; an inability to achieve our overall long-term growth objectives; deterioration of global credit market conditions; default by or failure of one or more of our counterparty financial institutions; an inability to timely implement our previously announced actions to reinvigorate growth, or to realize the economic benefits we anticipate from these actions; failure to realize a significant portion of the anticipated benefits of our strategic relationships with Keurig Green Mountain, Inc. and Monster Beverage Corporation; an inability to renew collective bargaining agreements on satisfactory*

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*terms, or we or our bottling partners experience strikes, work stoppages or labor unrest; future impairment charges; multi-employer plan withdrawal liabilities in the future; an inability to successfully integrate and manage our Company-owned or -controlled bottling operations; an inability to successfully manage the possible negative consequences of our productivity initiatives; global or regional catastrophic events; and other risks discussed in our Company’s filings with the Securities and Exchange Commission (SEC), including our Annual Report on Form 10-K for the year ended December 31, 2014 and our subsequently filed Quarterly Reports on Form 10-Q, which filings are available from the SEC. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. The Coca-Cola Company undertakes no obligation to publicly update or revise any forward-looking statements.*

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