

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

FORM 8-K

CURRENT REPORT

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

**Date of Report (Date of earliest event reported):
February 20, 2008**

THE COCA-COLA COMPANY

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction
of incorporation)

001-02217
(Commission
File Number)

58-0628465
(IRS Employer
Identification No.)

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

30313
(Zip Code)

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

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

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

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

On February 20, 2008, the Compensation Committee of the Board of Directors (the "Compensation Committee") of The Coca-Cola Company (the "Company") approved the participants and determined the targets and performance criteria, for purposes of Section 162(m) of the Internal Revenue Code (the "Code"), under the Company's Annual Incentive Plan for 2008, to be paid in 2009. The approved performance measures are net income and volume (for those with corporate responsibilities) and profit before taxes and volume (for those with operating unit responsibilities). In addition, the Compensation Committee approved economic profit growth as the performance criterion to be applied to the performance share units for the 2008 – 2010 performance period under the Company's long-term equity compensation program.

In addition, the Compensation Committee recently approved forms of equity award agreements, pursuant to which the executive officers of the Company named in its 2008 Definitive Proxy Statement, to be filed with the Securities and Exchange Commission, are entitled to receive awards.

Copies of these forms of equity award agreements are attached hereto as Exhibits 10.4 through 10.9 and incorporated herein by reference.

Item 8.01 Other Events

On February 20, 2008, the Compensation Committee amended The Coca-Cola Company 1989 Restricted Stock Award Plan to allow, among other things, awards under the plan to be settled in shares after an employee separates from the Company. Under the amendment to this plan, certain participants, including individuals who qualify for retirement or become disabled, who become former employees during the performance period may be entitled to receive shares of the Company's common stock after the Compensation Committee certifies performance results, on the same basis as other plan participants that are employees, provided the performance criteria are met. Previously, awards were either settled in cash or restricted shares transferred just prior to retirement.

The Compensation Committee also recently amended The Coca-Cola Company 1999 Stock Option Plan and The Coca-Cola Company 2002 Stock Option Plan to, among other things (i) reduce the maximum term of options granted in the future to 10 years, (ii) remove, as eligible participants under these plans, consultants and employees of entities where the Company owns a minority interest in order to comply with Section 409A of the Code, and (iii) clarify that option shares that are used to pay the exercise price of an option or to pay withholding taxes associated with the exercise of an option reduce the total number of shares available for issuance under these plans.

The amendments to these equity compensation plans were approved by the Compensation Committee pursuant to the authority granted to the Compensation Committee under the terms of each of the respective plans. The nature of the

amendments did not require shareowner approval under the terms of the plans, applicable law or the rules of the New York Stock Exchange.

The foregoing descriptions of the amendments to these amended and restated equity compensation plans are qualified in their entirety by reference to the amended plans, copies of which are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and incorporated herein by reference.

<u>Item 9.01(d)</u>	<u>Exhibits</u>
Exhibit 10.1	The Coca-Cola Company 1989 Restricted Stock Award Plan, as amended through February 20, 2008
Exhibit 10.2	The Coca-Cola Company 1999 Stock Option Plan, as amended and restated through December 1, 2007
Exhibit 10.3	The Coca-Cola Company 2002 Stock Option Plan, as amended and restated through December 1, 2007
Exhibit 10.4	Form of Restricted Stock Agreement (Performance Share Unit Agreement) for E. Neville Isdell in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted December 12, 2007
Exhibit 10.5	Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted December 12, 2007
Exhibit 10.6	Form of Restricted Stock Agreement (Performance Share Unit Agreement) for France in connection with The Coca-Cola Company 1989 Restricted Stock Award Plan, as adopted December 12, 2007
Exhibit 10.7	Form of Stock Option Agreement for E. Neville Isdell in connection with The Coca-Cola Company 1999 Stock Option Plan, as adopted December 12, 2007
Exhibit 10.8	Form of Stock Option Agreement in connection with The Coca-Cola Company 1999 Stock Option Plan, as adopted December 12, 2007
Exhibit 10.9	Form of Stock Option Agreement in connection with The Coca-Cola Company 2002 Stock Option Plan, as adopted December 12, 2007

SIGNATURES

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

THE COCA-COLA COMPANY
(REGISTRANT)

Date: February 21, 2008

By: /s/ David M. Taggart
David M. Taggart
Vice President and Treasurer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
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THE COCA-COLA COMPANY
1989 RESTRICTED STOCK AWARD PLAN
(As Amended through February 20, 2008)

Section 1. Purpose

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

Section 2. Administration

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

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

Section 3. Stock

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

Section 4. Eligibility

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

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

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

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

Section 5. Awards

Except as otherwise specifically provided in the grant of an Award, Awards shall be granted solely for services rendered to the Company or any Related Company by the employee prior to the date of the grant and shall be subject to the following terms and conditions:

(a) The Stock subject to an Award shall be forfeited to the Company if the employment of the employee by the Company or Related Company terminates for any reason (including, but not limited to, termination by the Company, with or without cause) other than death, "Retirement", as hereinafter defined, provided that such Retirement occurs at least five (5) years from the date of grant of an Award and also provided that the employee has attained the age of 62, or disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), prior to a "Change in Control" of the Company as hereinafter defined. "Disability", as used herein shall mean a condition for which a Participant becomes eligible for and receives a disability benefit under the long term disability insurance policy issued to the Company providing Basic Long Term Disability Insurance benefits pursuant to The Coca-Cola Company Health and Welfare Benefits Plan, or under any other long term disability plan which hereafter may be maintained by the Company, or for individuals outside the United States, an applicable governmental entity. "Retirement", as used herein shall mean an employee's voluntarily leaving the employ of the Company or a Related Company on a date which is on or after the earliest date on which such employee would be eligible for an immediately payable benefit pursuant to (i) for those employees eligible for participation in the Company's Supplemental Retirement Plan, the terms of that Plan and (ii) for all other employees, the terms of the Employees Retirement Plan (the "ERP") assuming such employees were eligible to participate in the ERP. "Cause", as used herein and in conjunction with an Award shall mean termination of employment by the Company or a Related Company which is based on a violation of the Company's Code of Business Conduct or any other policy of the Company or its Related Company, or for gross misconduct.

(b) If at any time the recipient retires on a date which is at least five (5) years from the date of grant of an Award and on or after the date on which the employee has attained the age of 62, dies or becomes disabled, or in the event of a "Change in Control" of the Company, as hereinafter defined, prior to such Retirement, death or disability, such recipient shall be entitled to retain the number of shares subject to the Award if such shares have been issued, unless otherwise specified at the time of grant. For performance Awards, including performance share units, the treatment on death, disability, retirement or Change in Control shall be as provided at the time of grant. If no such provision is made, the terms of this Section 5(b) shall apply as if the shares had been issued. A "Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as in effect on January 1, 2002, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the Exchange Act), is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act as in effect on January 1, 2002) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during

any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company cease, for any reason, to constitute at least a majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareholders of the Company approve any merger or consolidation as a result of which the Common Stock shall be changed, converted or exchanged (other than a merger with a wholly-owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareholders of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareholders of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger or consolidation is completed; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change in Control would otherwise be deemed to have occurred, a majority of the Directors in office prior to the acquisition of the securities by such person determines otherwise.

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

(d) Performance-Based Awards.

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

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

- increase in shareowner value;
- earnings per share;
- net income;
- return on assets;
- return on shareowners' equity;
- increase in cash flow;
- operating profit or operating margins;
- revenue growth of the Company;
- operating expenses;
- quality as determined by the Company's Quality Index;
- economic profit;
- return on capital;

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- return on invested capital;
 - earnings before interest, taxes, depreciation and amortization;
 - goals relating to acquisitions or divestitures;
 - unit case volume;
 - operating income;
 - brand contribution;
 - value share of Non Alcoholic Ready-To-Drink segment;
 - volume share of Non Alcoholic Ready-To-Drink segment;
 - net revenue;
 - gross profit; and
 - profit before tax.

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

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

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

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

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

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

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

Section 6. Nontransferability of Awards

Shares of Stock subject to Awards shall not be transferable and shall not be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of at any time prior to the first to occur of Retirement on a date which is at least five (5) years from the date of grant of an Award and on or after the date on which the employee has attained the age of 62, death or disability of the recipient of an Award or a Change in Control.

Section 7. Rights as a Stockholder

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

Section 8. Adjustment in the Number of Shares Awarded

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

Section 9. Taxes

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

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

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

Section 10. Restrictive Legend and Stock Power

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

Section 11. Amendments, Modifications and Termination of Plan

The Board or the Committee may terminate the Plan, in whole or in part, may suspend the Plan, in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed necessary or desirable to qualify the Awards under the laws of various states (including tax laws) and under rules and regulations promulgated by the Securities and Exchange Commission with respect to employees who are subject to the provisions of Section 16 of the Exchange Act, or to correct any defect or supply an omission or reconcile any inconsistency in the Plan or in any Award granted thereunder, without the approval of the stockholders of the Company; provided, however, that no action shall be taken without the approval of the stockholders of the Company which may increase the number of shares of Stock available for Awards or withdraw administration from the Committee, or permit any person while a member of the Committee to be eligible to receive an Award. Without limiting the foregoing, the Board of Directors or the Committee may make amendments applicable or inapplicable only to participants who are subject to Section 16 of the Exchange Act. No amendment or termination or modification of the Plan shall in any manner affect Awards therefore granted without the consent of the employee unless the Committee has made a determination that an amendment or modification is in the best interest of all persons to whom Awards have theretofore been granted. The Board or the Committee may modify or remove restrictions contained in Sections 5 and 6 on an Award or the Awards as a whole which have been previously granted upon a determination that such action is in the best interest of the Company. The Plan shall terminate when (a) all Awards authorized under the Plan have been granted and (b) all shares of Stock subject to Awards under the Plan have been issued and are no longer subject to forfeiture under the terms hereof unless earlier terminated by the Board or the Committee.

Section 12. Governing Law

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

THE COCA-COLA COMPANY 1989 RESTRICTED STOCK AWARD PLAN

ADDENDUM

For French Tax Residents

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

1. Unless otherwise defined herein, the terms defined in this Addendum shall have the same meanings as defined in the Plan and in the Performance Share Agreement. In the event of a conflict between the terms and conditions of the Plan, this Addendum and the Performance Share Agreement, the terms and conditions of the Plan shall prevail except for the following additional terms that shall be defined as follows:
 - "Disability" means disability as determined in categories 2 and 3 under Article 341-4 of the French Social Security Code.
 - "Related Companies" means the companies within the meaning of Article L. 225-197-2 of the French Commercial Code or any provision substituted for same.
 - "Closed Period" means (i) ten quotation days preceding and following the disclosure to the public of the consolidated financial statements or annual statement of the Coca-Cola Company; or (ii) the period as from the date the corporate management entities (involved in the governance of the company, such as the Board, Committee, supervisory, in the case it would be disclosed to the public, significantly impact the quotation of the shares of the Company, until ten quotation days after the day such information is disclosed to the public.
2. This addendum shall be applicable to French Employees and corporate officers (*e.g., Président du Conseil d'Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de sociétés, Président de sociétés par actions*) of a Related Company and who is a French tax resident at the time of the grant.
3. Any Awards granted under this Addendum shall include a performance period of at least two years followed by a minimum two-year Holding Period.
4. Awards may be granted only to French Employees who hold less than ten percent (10%) of the outstanding Shares of the Company at the Date of Grant, being specified that a grant can not entitle a French Employee to hold more than ten percent (10%) of the outstanding Stock of the Company.
5. The shares: (i) shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of until the end of the Holding Period, and (ii) shall, if the French Employee's continuous employment with the Related Companies shall terminate for any reason (except as otherwise provided in items 9 and 10, herein) before the end of the Performance Period, be forfeited to the Company forthwith, and all the rights of the Employee to such Performance Shares Agreement shall immediately terminate.

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6. Unless and until such time as Shares awarded are issued, the Employee shall have no ownership of the Shares allocated to the awards and shall have no right to vote and to receive dividends, subject to the terms, conditions and restrictions described in the Plan, in the Performance Share Agreement and herein.
 7. The Employee shall hold the Shares awarded during each Holding Period of 2 years starting on the Performance Certification Date. As from the end of each Holding Period (the release Date), the corresponding Shares shall be freely transferable, subject to applicable legal and regulatory provisions in force.
 8. For compliance purpose with French law, the Shares granted shall not be transferable during the Closed Period.
 9. In the event of the death of an Employee occurring prior to the Release Date, his/her heirs and assigns may claim the release of the Shares of the deceased Employee within six (6) months following the date of death. Thereafter, the award will lapse and be null and void. Provision of the Performance Share Agreement shall apply. However, the Employee's heirs shall not be bound by the holding period as defined in item 7 above.
 10. In the event of the Disability of an Employee occurring prior to the Release Date, the Shares will be issued and/or released to the Employee within the period defined in the Performance Share Agreement and following the acknowledgement by the Company of the Disability. The Employee shall not be bound by the holding period as defined in item 7 above.
 11. Any additional and specific condition to the grant of Shares shall be contained in the Performance Share Agreement (i.e. Continuous Employment, Performance Conditions).

**THE COCA-COLA COMPANY
1999 STOCK OPTION PLAN**

(Amended and Restated Through December 1, 2007)

Section 1. Purpose

The purpose of The Coca-Cola Company 1999 Stock Option Plan (the "Plan") is to advance the interest of The Coca-Cola Company (the "Company") and its Related Companies (as defined in Section 2) by encouraging and enabling the acquisition of a financial interest in the Company by officers and other key employees of the Company or its Related Companies. In addition, the Plan is intended to aid the Company and its Related Companies in attracting and retaining key employees, to stimulate the efforts of such employees and to strengthen their desire to remain in the employ of the Company and its Related Companies. Also, the Plan is intended to help the Company and its Related Companies, in certain instances, to attract and compensate consultants to perform key services.

Section 2. Definitions

"Board" means the Board of Directors of the Company.

"Business Day" means a day on which the New York Stock Exchange is open for securities trading.

"Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Exchange Act of 1934 ("1934 Act") as in effect on January 1, 1999, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the 1934 Act), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act as in effect on January 1, 1999) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two (2) consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors cease, for any reason, to constitute at least a majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareowners of the Company approve any merger or consolidation as a result of which the KO Common Stock (as defined below) shall be changed, converted or exchanged (other than a merger with a wholly owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareowners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareowners of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power

for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger, consolidation, liquidation or sale is completed; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such times as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change of Control would otherwise be deemed to have occurred, a majority of the Directors in office prior to the acquisition of the securities by such person determines otherwise.

“Committee” means a committee appointed by the Board of Directors in accordance with the Company’s By-Laws from among its members.

“Disabled” or “Disability” means a condition for which an optionee becomes eligible for a disability benefit under the long term disability insurance policy issued to the Company providing Basic Long Term Disability Insurance benefits pursuant to The Coca-Cola Company Health and Welfare Benefits Plan, or under any other long term disability plan which hereafter may be maintained by the Company, whether or not the optionee is covered by such plans.

“ISO” means an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

“KO Common Stock” means The Coca-Cola Company Common Stock, par value \$.25 per share.

“Majority-Owned Related Company” means a Related Company in which the Company owns, directly or indirectly, 50% or more of the voting stock or capital on the date an Option is granted.

“NSO” means a stock option that does not constitute an ISO.

“Options” means ISOs and NSOs granted under this Plan.

“Related Company” or “Related Companies” means corporation(s) or other business organization(s) in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital at the relevant time.

“Retire” means to enter Retirement.

“Retirement” means an employee’s termination of employment on a date which is on or after the earliest date on which such employee would be eligible for an immediately payable benefit pursuant to (i) for those employees eligible for participation in the Company’s Supplemental Retirement Plan, the terms of that Plan and (ii) for all other employees, the terms of the Employee Retirement Plan (the “ERP”), whether or not the employee is covered by the ERP. Notwithstanding the above, if an employee receiving severance payment(s) would have been eligible for Retirement as defined above had the employee continued his employment for a

period equal to the period of the proposed severance payment(s), the employee will be deemed retired under this plan as of the date severance begins.

Section 3. Options

The Company may grant ISOs and NSOs to those persons meeting the eligibility requirements in Section 6(a) and NSOs to those persons meeting the eligibility requirements in Sections 6(b) and 6(c).

Section 4. Administration

The Plan shall be administered by the Committee. No person, other than members of the Committee, shall have any discretion concerning decisions regarding the Plan. The Committee shall determine the key employees of the Company and its Related Companies (including officers, whether or not they are directors) and consultants to whom, and the time or times at which, Options will be granted; the number of shares to be subject to each Option; the duration of each Option; the time or times within which the Option may be exercised; the cancellation of the Option (with the consent of the holder thereof); and the other conditions of the grant of the Option, at grant or while outstanding, pursuant to the terms of the Plan. The provisions and conditions of the Options need not be the same with respect to each optionee or with respect to each Option.

The Committee may, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and may make determinations and may take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or other action made or taken pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of the Options granted hereunder by the Committee, shall be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, its Related Companies, the Committee, the Board, officers and the affected employees and consultants to the Company and/or its Related Companies, optionees and the respective successors in interest of any of the foregoing.

Section 5. Stock

- (a) The KO Common Stock to be issued, transferred and/or sold under the Plan shall be made available from authorized and unissued KO Common Stock or from the Company's treasury shares. The total number of shares of KO Common Stock that may be issued or transferred under the Plan pursuant to Options granted thereunder may not exceed 120,000,000 shares (subject to adjustment as described below). Such number of shares shall be subject to adjustment in accordance with Section 5 and Section 11.
- (b) Shares Counted Against Limitation. If an Option is exercised by delivery, sale or attestation of Shares of KO Common Stock under Section 7, or if the tax withholding obligation is satisfied by withholding or selling Shares of KO Common Stock under Section 7, the number of Shares of KO Common Stock deemed to have been issued under the Plan (for purposes of the limitation set forth in this section) shall be the number of Shares of KO Common Stock that were subject to the Option or portion thereof so exercised and not the net number of Shares of KO Common Stock actually issued upon such exercise.

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- (c) Lapsed Awards. If an Option: (i) expires; (ii) is terminated, surrendered, or canceled without having been exercised in full; or (iii) is otherwise forfeited in whole or in part, then the unissued Shares of KO Common Stock that were subject to such Option and/or such surrendered, canceled, or forfeited Shares of KO Common Stock shall become available for future grant under the Plan.

Section 6. Eligibility

Options may be granted to:

- (a) employees of the Company and its Majority-Owned Related Companies,
- (b) particular employee(s) of a Related Company, who within the past eighteen (18) months were employee(s) of the Company or a Majority-Owned Related Company, and in rare instances to be determined by the Committee in its sole discretion, employees of a Related Company who have not been employees of the Company or a Majority-Owned Related Company within the past eighteen (18) months, and
- (c) consultants providing key services to the Company or its Related Companies (provided that consultants are natural persons and are not former employees of the Company or any Related Company, and that consultants shall be eligible to receive only NSOs and shall not be eligible to receive ISOs).

Effective January 1, 2008, Options may not be granted to any individual described in Section 6(b) or 6(c). No person shall be granted the right to acquire, pursuant to Options granted under the Plan, more than 5% of the aggregate number of shares of KO Common Stock originally authorized under the Plan, as adjusted pursuant to Section 11.

Section 7. Awards of Options

Except as otherwise specifically provided in this Plan, Options granted pursuant to the Plan shall be subject to the following terms and conditions:

(a) Option Price. The Option price shall be no less than 100% of the fair market value of the KO Common Stock on the date of grant. The fair market value of a share of KO Common Stock shall be the average of the high and low market prices at which a share of KO Common Stock shall have been sold on the date of grant, or on the next preceding trading day if such date was not a trading date, as reported on the New York Stock Exchange Composite Transactions listing.

(b) Payment of Option Price. The Option price shall be paid in full at the time of exercise, except as provided in the next sentence. If an exercise is executed by Merrill Lynch, Pierce, Fenner & Smith using the cashless method, the exercise price shall be paid in full no later than the close of business on the third Business Day following the exercise.

Payment may be in cash or, upon conditions established by the Committee, by delivery of shares of KO Common Stock owned for at least six (6) months by the optionee prior to the date of exercise.

The optionee, if a U.S. taxpayer, may elect to satisfy Federal, state and local income tax liabilities due by reason of the exercise by the withholding of shares of KO Common Stock.

If shares are delivered to pay the Option price or if shares are withheld for U.S. taxpayers to satisfy such tax liabilities, the value of the shares delivered or withheld shall be computed on the basis of the reported market price at which a share of KO Common Stock most recently traded prior to the time the exercise order was processed. Such price will be determined by reference to the New York Stock Exchange Composite Transactions listing.

(c) Exercise May Be Delayed Until Withholding is Satisfied. The Company may refuse to recognize the exercise an Option if the optionee has not made arrangements satisfactory to the Company to satisfy the tax withholding which the Company determines is necessary to comply with applicable requirements.

(d) Duration of Options. The duration of Options shall be determined by the Committee, but in no event shall the duration of an Option exceed ten years from the date of its grant.

(e) Vesting. Options shall contain such vesting terms as are determined by the Committee, at its sole discretion, including, without limitation, vesting upon the achievement of certain specified performance targets. In the event that no vesting determination is made by the Committee, Options shall vest as follows: (1) 25% on the first anniversary of the date of the grant; (2) 25% on the second anniversary of the date of the grant; (3) 25% on the third anniversary of the date of the grant; and (4) 25% on the fourth anniversary of the date of the grant.

(f) Other Terms and Conditions. Options may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time, including vesting provisions; provided, however, that, except in the event of a Change in Control or the Disability or death of the optionee, no grant shall provide that an Option shall be exercisable in whole or in part for a period of twelve (12) months from the date on which the Option is granted. The grant of an Option to any employee shall not affect in any way the right of the Company and any Related Company to terminate the employment of such employee. The grant of an Option to any consultant shall not affect in any way the right of the Company and any Related Company to terminate the services of such consultant.

(g) ISOs. The Committee, with respect to each grant of an Option to an optionee, shall determine whether such Option shall be an ISO, and, upon determining that an Option shall be an ISO, shall designate it as such in the written instrument evidencing such Option. If the written instrument evidencing an Option does not contain a designation that it is an ISO, it shall not be an ISO.

The aggregate fair market value (determined in each instance on the date on which an ISO is granted) of the KO Common Stock with respect to which ISOs are first exercisable by any optionee in any calendar year shall not exceed \$100,000 for such optionee (or such other time limit as may be required by the Internal Revenue Code of 1986, as amended). If any subsidiary or Majority-Owned Related Company of the Company shall adopt a stock option plan under which Options constituting ISOs may be granted, the fair market value of the stock on which any such incentive stock options are granted and the times at which such incentive stock options will first become exercisable shall be taken into account in determining the maximum amount of ISOs which may be granted to the optionee under this Plan in any calendar year.

Section 8. Nontransferability of Options

No Option granted pursuant to the Plan shall be transferable otherwise than by will or by the laws of descent and distribution. During the lifetime of an optionee, the Option shall be exercisable only by the optionee personally or by the optionee's legal representative.

Section 9. Effect of Termination of Employment, Other Changes of Employment or Employer Status, Death, Retirement or a Change in Control

(a) For Employees. For optionees who are employees of the Company or its Related Companies on the date of grant, the following provisions shall apply:

Event	Impact on Vesting	Impact on Exercise Period
Employment terminates upon Disability	All Options become immediately vested	Option expiration date provided in grant continues to apply
Employment terminates upon Retirement	Option held at least 12 full calendar months become immediately vested; Options held less than 12 full calendar months are forfeited	Option expiration date provided in grant continues to apply
Employment terminates upon death	All Options become immediately vested	Right of executor, administrator of estate (or other transferee permitted by Section 8) terminates on earlier of (1) 12 months from the date of death, or (2) the expiration date provided in the Option
Employment terminates upon Change in Control	All Options become immediately vested	Option expiration date provided in grant continues to apply
Termination of employment where optionee receives serial severance payment(s).	Unvested Options are forfeited.	Options expire upon the earlier of (1) the end of the severance period, but not less

Termination of employment where optionee does not receive serial severance payment(s).	Unvested Options are forfeited	than 6 months from the termination date, or (2) the Option expiration date provided in the grant. Expires upon earlier of 6 months from termination date or Option expiration date provided in grant
US military leave	Vesting continues during leave	Option expiration date provided in grant continues to apply
Eleemosynary service	Committee's discretion	Committee's discretion
US FMLA leave of absence	Vesting continues during leave	Option expiration date provided in grant continues to apply
Company investment in optionees employer falls under 20% (this constitutes a termination of employment under the Plan, effective the date the investment falls below 20%)	Unvested Options are forfeited	Expires upon earlier of 6 months from termination date or Option expiration date provided in grant
OR		
employment is transferred to an entity in which the Company's ownership interest is less than 20%		
Employment transferred to Related Company	Vesting continues after transfer	Option expiration date provided in grant continues to apply
Death after employment has terminated but before Option has expired (note that termination of employment may have resulted in a change to the original Option expiration date provided in the grant)	Not applicable	Right of executor, administrator of estate (or other transferee permitted by Section 8) terminates on earlier of (1) 12 months from the date of death, or (2) the Option expiration that applied at the date of death (note that termination of employment may have resulted in a change to the original Option expiration date provided in the grant)

In the case of other leaves of absence not specified above, optionees will be deemed to have terminated employment (so that Options unvested will expire and the Option exercise period will end on the earlier of 6 months from the date the leave began or the Option expiration date provided in the

grant), unless the Committee identifies a valid business interest in doing otherwise in which case it may specify what provisions it deems appropriate in its sole discretion; provided that the Committee shall have no obligation to consider any such matters.

(b) For Consultants. For optionees who are consultants, the provisions relating to changes of work assignment, death, disability, Change in Control, or any other provision of an Option shall be determined by the Committee at the date of the grant.

(c) Committee Retains Discretion To Establish Different Terms Than Those Provided in Sections 9(a) or 9(b). Notwithstanding the foregoing provisions, the Committee may, in its sole discretion, establish different terms and conditions pertaining to the effect of an optionee's termination on the expiration or exercisability of Options at the time of grant or (with the consent of the affected optionee) on the expiration or exercisability of outstanding Options. However, no Option can have a term of more than fifteen years.

Section 10. No Rights as a Shareowner

An optionee or a transferee of an optionee pursuant to Section 8 shall have no right as a shareowner with respect to any KO Common Stock covered by an Option or receivable upon the exercise of an Option until the optionee or transferee shall have become the holder of record of such KO Common Stock, and no adjustments shall be made for dividends in cash or other property or other distributions or rights in respect to such KO Common Stock for which the record date is prior to the date on which the optionee or transferee shall have in fact become the holder of record of the share of KO Common Stock acquired pursuant to the Option.

Section 11. Adjustment in the Number of Shares and in Option Price

In the event there is any change in the shares of KO Common Stock through the declaration of stock dividends, or stock splits or through recapitalization or merger or consolidation or combination of shares or spin-offs or otherwise, the Committee or the Board shall make an appropriate adjustment in the number of shares of KO Common Stock available for Options as well as the number of shares of KO Common Stock subject to any outstanding Option and the Option price or exercise price thereof. Any such adjustment may provide for the elimination of any fractional shares which might otherwise become subject to any Option without payment therefor.

Section 12. Amendments, Modifications and Termination of the Plan

The Board or the Committee may terminate the Plan at any time. From time to time, the Board or the Committee may suspend the Plan, in whole or in part. From time to time, the Board or the Committee may amend the Plan, in whole or in part, including the adoption of amendments deemed necessary or desirable to qualify the Options under the laws of various countries (including tax laws) and under rules and regulations promulgated by the Securities and Exchange Commission with respect to optionees who are subject to the provisions of Section 16 of the 1934 Act, or to correct any defect or supply an omission or reconcile any inconsistency in the Plan or in any Option granted thereunder, or for any other purpose or to any effect permitted by applicable laws and regulations, without the approval of the shareowners of the Company. However, in no event may additional shares of KO

Common Stock be allocated to the Plan or any outstanding option be repriced or replaced without share-owner approval. Without limiting the foregoing, the Board of Directors or the Committee may make amendments applicable or inapplicable only to participants who are subject to Section 16 of the 1934 Act.

No amendment or termination or modification of the Plan shall in any manner affect any Option theretofore granted without the consent of the optionee, except that the Committee may amend or modify the Plan in a manner that does affect Options theretofore granted upon a finding by the Committee that such amendment or modification is in the best interest of holders of outstanding Options affected thereby. Grants of ISOs may be made under this Plan until February 18, 2009 or such earlier date as this Plan is terminated, and grants of NSOs may be made until all of the 120,000,000 shares of KO Common Stock authorized for issuance hereunder (adjusted as provided in Sections 5 and 11) have been issued or until this Plan is terminated, whichever first occurs. The Plan shall terminate when there are no longer Options outstanding under the Plan, unless earlier terminated by the Board or by the Committee.

Section 13. Governing Law

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

THE COCA-COLA COMPANY
2002 STOCK OPTION PLAN
(Amended and Restated through December 1, 2007)

Section 1. Purpose

The purpose of The Coca-Cola Company 2002 Stock Option Plan (the "Plan") is to advance the interest of The Coca-Cola Company (the "Company") and its Related Companies (as defined in Section 2) by encouraging and enabling the acquisition of a financial interest in the Company by officers and other key employees of the Company or its Related Companies. In addition, the Plan is intended to aid the Company and its Related Companies in attracting and retaining key employees, to stimulate the efforts of such employees and to strengthen their desire to remain in the employ of the Company and its Related Companies. Also, the Plan is intended to help the Company and its Related Companies, in certain instances, to attract and compensate consultants to perform key services.

Section 2. Definitions

"Business Day" means a day on which the New York Stock Exchange is open for securities trading.

"Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Exchange Act of 1934, as amended ("1934 Act"), as in effect on January 1, 2002, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the 1934 Act), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act as in effect on January 1, 2002) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two (2) consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company cease, for any reason, to constitute at least a majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareowners of the Company approve any merger or consolidation as a result of which the KO Common Stock (as defined below) shall be changed, converted or exchanged (other than a merger with a wholly owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareowners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareowners of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger, consolidation, liquidation or sale is completed; provided,

however, that no Change in Control shall be deemed to have occurred if, prior to such times as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change of Control would otherwise be deemed to have occurred, a majority of the Directors in office prior to the acquisition of the securities by such person determines otherwise.

“Board” means the Board of Directors of the Company.

“Committee” means a committee appointed by the Board of Directors in accordance with the Company’s By-Laws from among its members.

“Disabled” or “Disability” means a condition for which a Participant becomes eligible for a disability benefit under the long term disability insurance policy issued to the Company providing Basic Long Term Disability Insurance benefits pursuant to The Coca-Cola Company Health and Welfare Benefits Plan, or under any other long term disability plan which hereafter may be maintained by the Company, whether or not the optionee is covered by such plans.

“ISO” means an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

“KO Common Stock” means the common stock of The Coca-Cola Company, par value \$.25 per share.

“Majority-Owned Related Company” means a Related Company in which the Company owns, directly or indirectly, 50% or more of the voting stock or capital on the date an Option or SAR is granted.

“NSO” means a stock option that does not constitute an ISO.

“Options” means ISOs and NSOs granted under this Plan.

“Related Company” or “Related Companies” means corporation(s) or other business organization(s) in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital at the relevant time.

“Retire” means to enter Retirement.

“Retirement” means an employee’s termination of employment on a date which is on or after the earliest date on which such employee would be eligible for an immediately payable benefit pursuant to (i) for those employees eligible for participation in the Company’s Supplemental Retirement Plan, the terms of that plan and (ii) for all other employees, the terms of the Employee Retirement Plan (the “ERP”), whether or not the employee is covered by the ERP. Notwithstanding the above, if an employee receiving severance payment(s) would have been eligible for Retirement as defined above had the

employee continued his employment for a period equal to the period of the proposed severance payment(s), the employee will be deemed retired under this plan as of the date severance begins.

“SAR” means stock appreciation rights granted under this Plan. An SAR entitles the Participant to receive, in KO Common Stock, value equal to the excess of: a) the fair market value of a specified number of shares of KO Common Stock at the time of exercise; over b) an exercise price established by the Committee.

Section 3. Options and SARs

The Company may grant ISOs and NSOs to those persons meeting the eligibility requirements in Section 6(a) and NSOs to those persons meeting the eligibility requirements in Sections 6(b) and 6(c).

The Company may grant SARs to any persons meeting the eligibility requirements in Sections 6(a), (b) and (c).

An individual who is granted an Option and/or an SAR shall be referred to herein as an “optionee.”

Section 4. Administration

The Plan shall be administered by the Committee. No person, other than members of the Committee, shall have any discretion concerning decisions regarding the Plan. The Committee shall determine the key employees of the Company and its Related Companies (including officers, whether or not they are directors) and consultants to whom, and the time or times at which, Options and SARs will be granted; the number of shares to be subject to each Option and SAR; the duration of each Option and SAR; the time or times within which the Option or SAR may be exercised; the cancellation of the Option or SAR (with the consent of the holder thereof); and the other conditions of the grant of the Option or SAR, at grant or while outstanding, pursuant to the terms of the Plan. The provisions and conditions of the Options or SARs need not be the same with respect to each optionee or with respect to each Option or SAR.

The Committee may, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary, or advisable, for the proper administration of the Plan, and may make determinations and may take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or other action made or taken pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of the Options and SARs granted hereunder by the Committee, shall be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, its Related Companies, the Committee, the Board, officers and the affected employees and consultants to the Company and/or its Related Companies, optionees and the respective successors in interest of any of the foregoing.

Section 5. Stock

- (a) The KO Common Stock to be issued, transferred and/or sold under the Plan shall be made available from authorized and unissued KO Common Stock or from the Company's treasury shares. The total number of shares of KO Common Stock that may be issued or transferred under the Plan pursuant to Options or SARs granted thereunder may not exceed 120,000,000 shares (subject to adjustment as described below); provided, however, that in no event shall the number of shares of KO Common Stock that may be issued, transferred or sold under the Plan exceed 5% of the number of shares of KO Common Stock outstanding on a given date. Such number of shares shall be subject to adjustment in accordance with Section 5 and Section 11.
- (b) Shares Counted Against Limitation. If an Option is exercised by delivery, sale or attestation of Shares of KO Common Stock under Section 7, or if the tax withholding obligation is satisfied by withholding or selling Shares of KO Common Stock under Section 7, the number of Shares of KO Common Stock deemed to have been issued under the Plan (for purposes of the limitation set forth in this section) shall be the number of Shares of KO Common Stock that were subject to the Option or portion thereof so exercised and not the net number of Shares of KO Common Stock actually issued upon such exercise.
- (c) Lapsed Awards. If an Option: (i) expires; (ii) is terminated, surrendered, or canceled without having been exercised in full; or (iii) is otherwise forfeited in whole or in part, then the unissued Shares of KO Common Stock that were subject to such Option and/or such surrendered, canceled, or forfeited Shares of KO Common Stock shall become available for future grant under the Plan.

Section 6. Eligibility

Options and/or SARs may be granted to:

- (a) employees of the Company and its Majority-Owned Related Companies,
- (b) particular employee(s) of a Related Company, who within the past eighteen (18) months were employee(s) of the Company or a Majority-Owned Related Company, and in rare instances to be determined by the Committee at its sole discretion, employees of a Related Company who have not been employees of the Company or a Majority-Owned Related Company within the past eighteen (18) months, and
- (c) consultants providing key services to the Company or its Related Companies (provided that consultants are natural persons and are not former employees of the Company or any Related Company, and that consultants shall be eligible to receive only NSOs and shall not be eligible to receive ISOs).

Effective January 1, 2008, Options and SARs may not be granted to any individual described in Section 6(b) or 6(c). No person shall be granted the right to acquire, pursuant to Options or

SARs granted under the Plan, more than 5% of the aggregate number of shares of KO Common Stock originally authorized under the Plan, as adjusted pursuant to Section 11. No option or SAR shall be exercisable unless the employee properly, timely and unconditionally executes (by any means approved by the plan administrator) a stock option agreement provided in connection with the stock option or SAR award.

Section 7. Awards of Options and SARs

Except as otherwise specifically provided in this Plan, Options and SARs granted pursuant to the Plan shall be subject to the following terms and conditions:

(a) Option Price and Exercise Price. The option price (for NSOs and ISOs) and the exercise price (for SARs) shall be no less than 100% of the fair market value of the KO Common Stock on the date of grant. The fair market value of a share of KO Common Stock shall be the average of the high and low market prices at which a share of KO Common Stock shall have been sold on the date of grant, or on the next preceding trading day if such date was not a trading date, as reported on the New York Stock Exchange Composite Transactions listing. If necessary to comply with foreign laws, the Committee may, at its sole discretion, grant Options and SARs at an option price or exercise price less than 100% of the fair market value of the KO Common Stock on the date of grant.

(b) Payment of Option Price. The option price shall be paid in full at the time of exercise, except as provided in the next sentence. If an exercise is executed by the plan administrator using the cashless method, the exercise price shall be paid in full no later than the close of business on the third Business Day following the exercise.

Payment may be in cash or, upon conditions established by the Committee, by delivery of shares of KO Common Stock owned by the optionee for at least six (6) months prior to the date of exercise.

The optionee, if a U.S. taxpayer, may elect to satisfy Federal, state and local income tax liabilities due by reason of the exercise by the withholding of shares of KO Common Stock.

If shares are delivered to pay the option price or if shares are withheld for U.S. taxpayers to satisfy such tax liabilities, the value of the shares delivered or withheld shall be computed on the basis of the reported market price at which a share of KO Common Stock most recently traded prior to the time the exercise order was processed. Such price will be determined by reference to the New York Stock Exchange Composite Transactions listing.

(c) Exercise May Be Delayed Until Withholding is Satisfied. The Company may refuse to recognize the exercise of an Option or SAR if the optionee has not made arrangements satisfactory to the Company to satisfy the tax withholding which the Company determines is necessary to comply with applicable requirements.

(d) Duration of Options and SARs. The duration of Options and SARs shall be determined by the Committee, but in no event shall the duration of an Option or SAR exceed ten years from the date of its grant.

(e) Vesting. Options and SARs shall contain such vesting terms as are determined by the Committee, at its sole discretion, including, without limitation, vesting upon the achievement of certain specified performance targets. In the event that no vesting determination is made by the Committee, Options and SARs shall vest as follows: (1) 25% on the first anniversary of the date of the grant; (2) 25% on the second anniversary of the date of the grant; (3) 25% on the third anniversary of the date of the grant; and (4) 25% on the fourth anniversary of the date of the grant.

(f) Other Terms and Conditions. Options and SARs may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time; provided, however, that, except in the event of a Change in Control, Retirement, Disability or death of the optionee, no grant shall provide that an Option or SAR shall be exercisable in whole or in part for a period of twelve (12) months from the date on which the Option or SAR is granted. The grant of an Option or SAR to any employee shall not affect in any way the right of the Company and any Related Company to terminate the employment of such employee. The grant of an Option or SAR to any consultant shall not affect in any way the right of the Company and any Related Company to terminate the services of such consultant.

(g) ISOs. The Committee, with respect to each grant of an Option to an optionee, shall determine whether such Option shall be an ISO, and, upon determining that an Option shall be an ISO, shall designate it as such in the written instrument evidencing such Option. If the written instrument evidencing an Option does not contain a designation that it is an ISO, it shall not be an ISO.

The aggregate fair market value (determined in each instance on the date on which an ISO is granted) of the KO Common Stock with respect to which ISOs are first exercisable by any optionee in any calendar year shall not exceed \$100,000 for such optionee (or such other time limit as may be required by the Internal Revenue Code of 1986, as amended). If any subsidiary or Majority-Owned Related Company of the Company shall adopt a stock option plan under which options constituting ISOs may be granted, the fair market value of the stock on which any such incentive stock options are granted and the times at which such incentive stock options will first become exercisable shall be taken into account in determining the maximum amount of ISOs which may be granted to the optionee under this Plan in any calendar year.

Section 8. Nontransferability of Options and SARs

No Option or SAR granted pursuant to the Plan shall be transferable otherwise than by will or by the laws of descent and distribution. During the lifetime of an optionee, the Option or SAR shall be exercisable only by the optionee personally or by the optionee's legal representative.

Section 9. Effect of Termination of Employment, Other Changes of Employment or Employee Status, Death, Retirement, or a Change in Control

(a) For Employees. For optionees who are employees of the Company or its Related Companies on the date of grant, the following provisions shall apply:

<u>Event</u>	<u>Impact on Vesting</u>	<u>Impact on Exercise Period</u>
Employment terminates upon Disability.	All Options and SARs become immediately vested.	Option/SAR expiration date provided in grant continues to apply.
Employment terminates upon Retirement.	Options and SARs held at least 12 full calendar months become immediately vested; Options and SARs held less than 12 full calendar months are forfeited.	Option/SAR expiration date provided in grant continues to apply.
Employment terminates upon death.	All Options and SARs become immediately vested.	Right of executor, administrator of estate (or other transferee permitted by Section 8) to exercise Options and SARs terminates on earlier of (1) 5 years from the date of death, or (2) the Option/SAR expiration date provided in the grant continues to apply.
Employment terminates upon Change in Control.	All Options and SARs become immediately vested.	Option/SAR expiration date provided in grant continues to apply.
Termination of employment where optionee receives severance payment(s).	Unvested Options and SARs are forfeited.	Options/SARs expire upon the earlier of (1) the end of the severance period, but not less than 6 months from the termination date, or (2) the Option/SAR expiration date provided in the grant

Termination of employment where optionee does not receive severance payment(s).	Unvested Options and SARs are forfeited.	Expires upon earlier of (1) 6 months from termination date, or (2) the Option/SAR expiration date provided in the grant.
US military leave.	Vesting continues during leave.	The Option/SAR expiration date provided in the grant continues to apply.
Eleemosynary service.	Committee's discretion.	Committee's discretion.
US FMLA leave of absence	Vesting continues during leave.	The Option /SAR expiration date provided in the grant continues to apply.
Optionee's employer is no longer a Related Company (this constitutes a termination of employment under the Plan, effective the date the Company's investment falls below 20%).	Unvested Options and SARs are forfeited.	Expires upon earlier of (1) 6 months from termination date or (2) Option/SAR expiration date provided in the grant.
Employment transferred to Related Company.	Vesting continues after transfer.	The Option/SAR expiration date provided in the grant continues to apply.
Death after employment has terminated but before option has expired. Note: Termination of employment may have resulted in a change to the original Option/SAR expiration date provided in the grant.	Not applicable	Right of executor, administrator of estate (or other transferee permitted by Section 8) terminates on earlier of (1) 5 years from the date of death, or (2) the Option/SAR expiration date that applied at the date of death.

In the case of other leaves of absence not specified above, optionees will be deemed to have terminated employment (so that Options and SARs unvested will expire and the option/SAR exercise period will end on the earlier of 6 months from the date the leave began or the option expiration date provided in the grant), unless the Committee identifies a valid business interest in doing otherwise, in which case it may, specify what provisions it deems appropriate at its sole discretion; provided that the Committee shall have no obligation to consider any such matters.

(b) For Consultants. For optionees who are consultants, the provisions relating to changes of work assignment, death, disability, Change in Control, or any other provision of an Option or SAR shall be determined by the Committee at the date of the grant.

(c) Committee Retains Discretion To Establish Different Terms Than Those Provided in Sections 9(a) or 9(b). Notwithstanding the foregoing provisions, the Committee may, at its sole discretion, establish different terms and conditions pertaining to the effect of an optionee's

termination on the expiration or exercisability of Options and SARs at the time of grant or (with the consent of the affected optionee) on the expiration or exercisability of outstanding Options and SARs. However, no Option or SAR can have a term of more than fifteen years.

Section 10. No Rights as a Shareowner

An optionee or a transferee of an optionee pursuant to Section 8 shall have no right as a shareowner with respect to any KO Common Stock covered by an Option or SAR or receivable upon the exercise of an Option or SAR, until the optionee or transferee shall have become the holder of record of such KO Common Stock. No adjustments shall be made for dividends in cash or other property or other distributions or rights in respect to such KO Common Stock covered by any Option or SAR for which the record date is prior to the date on which the optionee or transferee shall have in fact become the holder.

Section 11. Adjustment in the Number of Shares and in Option and Exercise Price

In the event there is any change in the shares of KO Common Stock through the declaration of stock dividends, or stock splits, or through recapitalization or merger or consolidation or combination of shares or spin-offs or otherwise, the Committee or the Board shall make an appropriate adjustment in the number of shares of KO Common Stock available for Options and SARs as well as the number of shares of KO Common Stock subject to any outstanding Option or SAR and the Option price or exercise price thereof. Any such adjustment may provide for the elimination of any fractional shares, which might otherwise become subject to any Option or SAR, without payment therefor.

Section 12. Amendments, Modifications and Termination of the Plan

The Board or the Committee may terminate the Plan at any time. From time to time, the Board or the Committee may suspend the Plan, in whole or in part. From time to time, the Board or the Committee may amend the Plan, in whole or in part, including the adoption of amendments deemed necessary or desirable to qualify the Options or SARs under the laws of various countries (including tax laws) and under rules and regulations promulgated by the Securities and Exchange Commission with respect to optionees who are subject to the provisions of Section 16 of the 1934 Act, or to correct any defect or supply an omission or reconcile any inconsistency in the Plan or in any Option or SAR granted thereunder, or for any other purpose or to any effect permitted by applicable laws and regulations, without the approval of the shareowners of the Company. However, in no event may additional shares of KO Common Stock be allocated to the Plan or any outstanding option or SAR be repriced or replaced without share-owner approval. Without limiting the foregoing, the Board or the Committee may make amendments applicable or inapplicable only to participants who are subject to Section 16 of the 1934 Act.

No amendment or termination or modification of the Plan shall in any manner affect any Option or SAR theretofore granted without the consent of the optionee, except that the Committee may amend or modify the Plan in a manner that does affect Options and SARs theretofore granted upon a finding by the Committee that such amendment or modification is in

the best interest of holders of outstanding Options and SARs affected thereby. Grants of ISOs may be made under this Plan until April 17, 2012 or such earlier date as this Plan is terminated, and grants of NSOs and SARs may be made until all of the 120,000,000 shares of KO Common Stock authorized for issuance hereunder (adjusted as provided in Sections 5 and 11) have been issued or until this Plan is terminated, whichever first occurs. The Plan shall terminate when there are no longer Options or SARs outstanding under the Plan, unless earlier terminated by the Board or by the Committee.

Section 13. Governing Law

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

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

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

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

The following dates are applicable for this Agreement:

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

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

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

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

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient on the Release Date. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
- (a) **Continuous Employment.** The Recipient must be continuously employed by the Company or a Related Company from the date of this Agreement through the Release Date for Shares to be issued and released, except as provided in Section 3 or except as expressly required by local law.
- (b) **Performance Conditions.** The Shares shall be issued only if (and to the extent) that the Performance Criteria, set forth above, are satisfied during the Performance Period. The Controller of the Company and the Compensation Committee shall certify whether, and to what extent, the Performance Criteria have been achieved. If the minimum performance is not met, no Shares shall be issued and the award shall be forfeited.

- (2) **Shares, Dividends and Voting Rights.** As soon as administratively feasible after the Performance Certification Date, the number of Shares earned based on the Performance Criteria shall be issued to the Recipient, but shall remain restricted and subject to forfeiture until the Release Date, except as provided in Section 3 below. For certain Recipients for which the issuance of Shares at the Performance Certification Date would create adverse regulatory, tax, or legal consequences (determined in the discretion of the Company or a Related Company), Shares shall not be issued until just prior to the Release Date. In such a case, the Recipient shall be deemed to have share units equal to the number of Shares earned for the period between the Performance Certification Date and the date Shares are issued. Except as provided in Section 3 below, all Awards shall be settled in shares of Company stock.

The Recipient shall not receive any dividend or dividend equivalent payments during the Performance Period. Between the Performance Certification Date and the Release Date, Recipients shall be entitled to dividends on Shares at the same rate and paid at the same time as other shareowners. For Recipients described above who are not issued Shares until just prior to the Release Date, such Recipients shall receive a cash payment equal to the dividend that would have been paid on an equal number of Shares for the period between the Performance Certification Date and the Release Date.

The Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares prior to the date Shares are issued. Between the date shares are issued and the Release Date, Recipient shall have no right to sell, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. Except for these restrictions, when Shares are issued, the Recipient shall, with respect to the Shares, have all the rights of a shareowner of the Company, including the right to vote the Shares and to receive all distributions and dividends paid with respect to the Shares.

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

	<u>During the Performance Period</u>	<u>During the Holding Period</u>
Death	<ul style="list-style-type: none"> The Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year prior to the year of death. If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient's estate shall be paid a cash amount equal to the value of the Shares that would have been earned based upon performance during the shortened period. If death occurs in the first year of the Performance Period, performance will be deemed to be at the target level. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death. 	<ul style="list-style-type: none"> If Shares have been issued, the Shares shall be released to the Recipient's estate within 90 days of the Recipient's death. If Shares have not been issued, the Recipient's estate shall be paid a cash amount equal to the value of the Shares earned. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death.
Disability	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Disability.
Retirement	<ul style="list-style-type: none"> The Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Retirement. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Retirement. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Retirement.
Company-Initiated Transfer to a Related Company	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Holding Period continues. If all requirements met, Shares are released on the Release Date.
Change in Control	<ul style="list-style-type: none"> Target number of Shares are issued and released just prior to Change in Control 	<ul style="list-style-type: none"> Number of Shares earned are issued and/or released just prior to Change in Control

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

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

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

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

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

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

(7) **Taxes.**

(a) The Company or a Related Company will assess the requirements regarding federal, state and/or local taxes, social insurance, and payroll tax withholding obligations (the "Taxes") in connection with the Shares awarded under this Agreement. The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.

(b) The Recipient shall pay to the Company, or make arrangements satisfactory to the Company, regarding payment of all Taxes. The Company may require satisfaction of any withholding taxes by retention of Shares or by requiring the sale of Shares. The Company and its Related Companies shall have the right to deduct from any payment of any kind otherwise due to such Recipient any Taxes with respect to the Shares, if any such obligation has not been made by such Recipient.

(c) Irrespective of the Company or a Related Company's action or inaction with respect to the Taxes, the Recipient hereby acknowledges and agrees that the ultimate liability for any and all Taxes is and remains the responsibility and liability of the Recipient or the Recipient's estate. For Recipients who are International Service Associates or covered by another international service policy, all Taxes remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy. Recipient acknowledges that the Company and any Related Company (i) make no representations or undertaking regarding the treatment of any Taxes and (ii) do not commit to structure the terms of the award or any aspect of the transfer of the Shares to reduce or eliminate the Recipient's liability for Taxes.

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

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

Prohibited Activities are:

(a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;

(b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding

the business or affairs of the Company which Recipient was involved with during Recipient's employment;

(c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

(d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;

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

(f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;

(g) *Non-Solicitation* – soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient's employment with KO; or

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

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

(11) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or

outstanding (the “personal data”). Certain personal data may also constitute “sensitive personal data” within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive personal data outside the country in which the Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.

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

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

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

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

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

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

THE COCA-COLA COMPANY

Authorized Signature

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

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

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

The following dates are applicable for this Agreement:

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

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

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

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

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient on the Release Date. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
- (a) **Continuous Employment.** The Recipient must be continuously employed by the Company or a Related Company from the date of this Agreement through the Release Date for Shares to be issued and released, except as provided in Section 3 or except as expressly required by local law.
- (b) **Performance Conditions.** The Shares shall be issued only if (and to the extent) that the Performance Criteria, set forth above, are satisfied during the Performance Period. The Controller of the Company and the Compensation Committee shall certify whether, and to what extent, the Performance Criteria have been achieved. If the minimum performance is not met, no Shares shall be issued and the award shall be forfeited.

- (2) **Shares, Dividends and Voting Rights.** As soon as administratively feasible after the Performance Certification Date, the number of Shares earned based on the Performance Criteria shall be issued to the Recipient, but shall remain restricted and subject to forfeiture until the Release Date, except as provided in Section 3 below. For certain Recipients for which the issuance of Shares at the Performance Certification Date would create adverse regulatory, tax, or legal consequences (determined in the discretion of the Company or a Related Company), Shares shall not be issued until just prior to the Release Date. In such a case, the Recipient shall be deemed to have share units equal to the number of Shares earned for the period between the Performance Certification Date and the date Shares are issued. Except as provided in Section 3 below, all Awards shall be settled in shares of Company stock.

The Recipient shall not receive any dividend or dividend equivalent payments during the Performance Period. Between the Performance Certification Date and the Release Date, Recipients shall be entitled to dividends on Shares at the same rate and paid at the same time as other shareowners. For Recipients described above who are not issued Shares until just prior to the Release Date, such Recipients shall receive a cash payment equal to the dividend that would have been paid on an equal number of Shares for the period between the Performance Certification Date and the Release Date.

The Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares prior to the date Shares are issued. Between the date shares are issued and the Release Date, Recipient shall have no right to sell, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. Except for these restrictions, when Shares are issued, the Recipient shall, with respect to the Shares, have all the rights of a shareowner of the Company, including the right to vote the Shares and to receive all distributions and dividends paid with respect to the Shares.

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

	<u>During the Performance Period</u>	<u>During the Holding Period</u>
Death	<ul style="list-style-type: none"> The Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year prior to the year of death. If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient's estate shall be paid a cash amount equal to the value of the Shares that would have been earned based upon performance during the shortened period. If death occurs in the first year of the Performance Period, performance will be deemed to be at the target level. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death. 	<ul style="list-style-type: none"> If Shares have been issued, the Shares shall be released to the Recipient's estate within 90 days of the Recipient's death. If Shares have not been issued, the Recipient's estate shall be paid a cash amount equal to the value of the Shares earned. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death.
Disability	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Disability.
Retirement	<ul style="list-style-type: none"> Awards held less than 12 months from the date of Award are forfeited. For Awards held at least 12 months, the Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Retirement. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Retirement. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Retirement.
Company-Initiated Transfer to a Related Company	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Holding Period continues. If all requirements met, Shares are released on the Release Date.
Change in Control	<ul style="list-style-type: none"> Target number of Shares are issued and released just prior to Change in Control 	<ul style="list-style-type: none"> Number of Shares earned are issued and/or released just prior to Change in Control

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

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

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

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

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

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

(7) **Taxes.**

(a) The Company or a Related Company will assess the requirements regarding federal, state and/or local taxes, social insurance, and payroll tax withholding obligations (the "Taxes") in connection with the Shares awarded under this Agreement. The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.

(b) The Recipient shall pay to the Company, or make arrangements satisfactory to the Company, regarding payment of all Taxes. The Company may require satisfaction of any withholding taxes by retention of Shares or by requiring the sale of Shares. The Company and its Related Companies shall have the right to deduct from any payment of any kind otherwise due to such Recipient any Taxes with respect to the Shares, if any such obligation has not been made by such Recipient.

(c) Irrespective of the Company or a Related Company's action or inaction with respect to the Taxes, the Recipient hereby acknowledges and agrees that the ultimate liability for any and all Taxes is and remains the responsibility and liability of the Recipient or the Recipient's estate. For Recipients who are International Service Associates or covered by another international service policy, all Taxes remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy. Recipient acknowledges that the Company and any Related Company (i) make no representations or undertaking regarding the treatment of any Taxes and (ii) do not commit to structure the terms of the award or any aspect of the transfer of the Shares to reduce or eliminate the Recipient's liability for Taxes.

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

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

Prohibited Activities are:

(a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;

(b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company which Recipient was involved with during Recipient's employment;

(c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of the Company that came into Recipient’s knowledge during Recipient’s employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term “Trade Secret” means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

(d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of the Company that came into Recipient’s knowledge during Recipient’s employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term “Confidential Information” means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;

(e) *Return of Materials* – failure of Recipient, in the event of Recipient’s termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company’s business, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient’s employment with the Company or a Related Company, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to Recipient by virtue of Recipient’s employment with the Company or a Related Company;

(f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;

(g) *Non-Solicitation* – soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient’s employment with KO; or

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

- (10) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.
- (11) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or

outstanding (the “personal data”). Certain personal data may also constitute “sensitive personal data” within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive personal data outside the country in which the Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.

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

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

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

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

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

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

THE COCA-COLA COMPANY

Authorized Signature

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

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

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

The following dates are applicable for this Agreement:

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

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

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

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

TERMS AND CONDITIONS OF THIS AGREEMENT

- (1) **General Conditions.** If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient on the Release Date. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. If these conditions are not satisfied, the Award shall be forfeited, in whole or in part.
- (a) **Continuous Employment.** The Recipient must be continuously employed by the Company or a Related Company from the date of this Agreement through the end of the Performance Period and may not sell the Shares until the end of the Holding Period.
- (b) **Performance Conditions.** The Shares shall be issued only if (and to the extent) that the Performance Criteria, set forth above, are satisfied during the Performance Period. The Controller of the Company and the Compensation Committee shall certify whether, and to what extent, the Performance Criteria have been achieved. If the minimum performance is not met, no Shares shall be issued and the award shall be forfeited.

- (2) **Shares, Dividends and Voting Rights.** As soon as administratively feasible after the Performance Certification Date, the number of Shares earned based on the Performance Criteria shall be issued to the Recipient, but shall remain restricted and subject to forfeiture until the Release Date, except as provided in Section 3 below. For certain Recipients for which the issuance of Shares at the Performance Certification Date would create adverse regulatory, tax, or legal consequences (determined in the discretion of the Company or a Related Company), Shares shall not be issued until just prior to the Release Date. In such a case, the Recipient shall be deemed to have share units equal to the number of Shares earned for the period between the Performance Certification Date and the date Shares are issued. Except as provided in Section 3 below, all Awards shall be settled in shares of Company stock.

The Recipient shall not receive any dividend or dividend equivalent payments during the Performance Period. Between the Performance Certification Date and the Release Date, Recipients shall be entitled to dividends on Shares at the same rate and paid at the same time as other shareowners. For Recipients described above who are not issued Shares until just prior to the Release Date, such Recipients shall receive a cash payment equal to the dividend that would have been paid on an equal number of Shares for the period between the Performance Certification Date and the Release Date.

The Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares prior to the date Shares are issued. Between the date shares are issued and the Release Date, Recipient shall have no right to sell, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. Except for these restrictions, when Shares are issued, the Recipient shall, with respect to the Shares, have all the rights of a shareowner of the Company, including the right to vote the Shares and to receive all distributions and dividends paid with respect to the Shares.

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

	During the Performance Period	During the Holding Period
Death	<ul style="list-style-type: none"> The Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year prior to the year of death. If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient's estate shall be paid a cash amount equal to the value of the Shares that would have been earned based upon performance during the shortened period. If death occurs in the first year of the Performance Period, performance will be deemed to be at the target level. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death. 	<ul style="list-style-type: none"> If Shares have been issued, the Shares shall be released to the Recipient's estate within 90 days of the Recipient's death. If Shares have not been issued, the Recipient's estate shall be paid a cash amount equal to the value of the Shares earned. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days of the Recipient's death.
Disability	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Disability.
Retirement	<ul style="list-style-type: none"> Awards held less than 12 months from the date of Award are forfeited. For Awards held at least 12 months, the Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Retirement. 	<ul style="list-style-type: none"> Issue and/or release Shares within 90 days of Retirement. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following Retirement.
Company-Initiated Transfer to a Related Company	<ul style="list-style-type: none"> Performance Period continues. After the performance is certified, the number of Shares earned are issued and released within 90 days of the Performance Certification Date. 	<ul style="list-style-type: none"> Holding Period continues. If all requirements met, Shares are released on the Release Date.
Change in Control	<ul style="list-style-type: none"> Target number of Shares are issued and released just prior to Change in Control 	<ul style="list-style-type: none"> Number of Shares earned are issued and/or released just prior to Change in Control

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

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

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

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

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

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

(7) **Taxes.**

(a) The Company or a Related Company will assess the requirements regarding federal, state and/or local taxes, social insurance, and payroll tax withholding obligations (the "Taxes") in connection with the Shares awarded under this Agreement. The Recipient acknowledges that these requirements may change from time to time as laws or interpretations change.

(b) The Recipient shall pay to the Company, or make arrangements satisfactory to the Company, regarding payment of all Taxes. The Company may require satisfaction of any withholding taxes by retention of Shares or by requiring the sale of Shares. The Company and its Related Companies shall have the right to deduct from any payment of any kind otherwise due to such Recipient any Taxes with respect to the Shares, if any such obligation has not been made by such Recipient.

(c) Irrespective of the Company or a Related Company's action or inaction with respect to the Taxes, the Recipient hereby acknowledges and agrees that the ultimate liability for any and all Taxes is and remains the responsibility and liability of the Recipient or the Recipient's estate. For Recipients who are International Service Associates or covered by another international service policy, all Taxes remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy. Recipient acknowledges that the Company and any Related Company (i) make no representations or undertaking regarding the treatment of any Taxes and (ii) do not commit to structure the terms of the award or any aspect of the transfer of the Shares to reduce or eliminate the Recipient's liability for Taxes.

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

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

Prohibited Activities are:

(a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company or any Related Company or affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;

(b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding

the business or affairs of the Company which Recipient was involved with during Recipient's employment;

(c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

(d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of the Company that came into Recipient's knowledge during Recipient's employment by the Company or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;

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

(f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;

(g) *Non-Solicitation* – soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of Recipient's employment with KO; or

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

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

(11) **Personal Data.** The Recipient understands that his or her employer, the Company or a Related Company hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all Shares awarded, cancelled, vested, unvested, or

outstanding (the “personal data”). Certain personal data may also constitute “sensitive personal data” within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company and any Related Company to process any such personal data and sensitive personal data. The Recipient also hereby provides explicit consent to the Company and any Related Company to transfer any such personal data and sensitive personal data outside the country in which the Recipient is employed, and to the United States. The legal persons for whom such personal data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Recipient has been informed of his or her right of access and correction to his or her personal data by applying to the person identified in paragraph 6.

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

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

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

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

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

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

THE COCA-COLA COMPANY

Authorized Signature

THE COCA-COLA COMPANY
1999 STOCK OPTION PLAN
STOCK OPTION AGREEMENT

Merrill Lynch Account Number:

The Coca-Cola Company ("KO") hereby grants to the optionee named below options to purchase KO common stock at the price per share set forth below, subject to the provisions of this Agreement together with the provisions of The Coca-Cola Company 1999 Stock Option Plan (the "Plan"):

optionee's name:

number of options granted, each for one share of KO common stock:

option exercise price per share: \$

option grant date:

option expiration date:

vesting period:

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

1. When options can be exercised

(a) General provisions.

- (i) No option may be exercised until it has vested.
- (ii) No option shall vest prior to the first anniversary of the grant date, except in the event of a Change in Control, death or Disability, or as described in Section 1(a)(vi).
- (iii) The Plan describes the impact upon vesting and the expiration of options of the following events: death, Disability, Retirement, Change in Control, various types of leaves of absence, termination of employment, change in KO's investment in the optionee's employer which results in the employer no longer meeting the definition of a Related Company under the Plan, and transfer of employment to a Related Company.
- (iv) Once an option has vested, it may be exercised until it expires. Unless otherwise provided in the Plan or in this Agreement, the options expire on the option expiration date noted above. For individuals located in France, the options will expire on the earlier of: (a) six months after the date of the optionee's death, and (b) the option expiration date noted above.
- (v) Notwithstanding any provision to the contrary in the Plan or in this Agreement, in the event of the optionee's violation of Section 4 below, the options will expire immediately at the time of such violation.
- (vi) Notwithstanding any provision to the contrary in the Plan or in this Agreement, in the event of the optionee's Retirement all options will vest. Any portion(s) of the option which is not vested as of the effective date of the optionee's Retirement will become immediately vested but will become exercisable only following the date(s) on which such portion(s) would have become vested pursuant to the Plan and this Agreement had the optionee not retired and had continued active employment with KO. Such accelerated portions(s) shall remain exercisable until the option expires. Any portion(s) of the option which is vested prior to the effective date of the optionee's Retirement will remain available for immediate exercise until the option expires.

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

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

- (a) Pay the option exercise price. The optionee must pay the option exercise price. The optionee shall be informed of the acceptable form and method of payment at or before the time the optionee informs KO of his or her intention to exercise the option. The acceptable forms and methods of payment of the option exercise price may include payment in cash, pursuant to a cashless exercise authorized by KO, or by delivery, through attestation, of shares of KO common stock owned by the optionee. Not all forms and methods of payment are available in every country. The value of the shares delivered to pay the option exercise price shall be computed on the basis of the most recent reported market price at which a share of KO common stock shall have been

sold prior to the time of processing the optionee's election to deliver shares in payment of the option price, as reported on the New York Stock Exchange Composite Transactions listing.

- (b) Complete all paperwork. The optionee must complete, sign and return any paperwork required by KO or by Merrill Lynch, Pierce, Fenner & Smith ("Merrill Lynch"), or such other agent as may administer the option program on behalf of KO from time to time.
- (c) Pay applicable taxes and fees. The options are not intended to be, and shall not be treated as, incentive stock options, as defined in Section 422 of the Internal Revenue Code of 1986, as amended.

The optionee must satisfy any tax withholding requirements regarding any applicable taxes. If the optionee is a U.S. taxpayer, he or she may elect to satisfy Federal, state and local income tax liabilities due by reason of the exercise by having shares of KO common stock withheld. The value of withheld shares shall be computed as described in paragraph 2(a) above.

The optionee agrees that, should KO or any Related Company in its reasonable judgment determine that tax withholding is required upon exercise of the options, and if the optionee has not satisfied such tax obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO common stock acquired by the optionee upon exercise of his or her options, or KO may deduct funds equal to the amount of withholding tax (such amount to be determined by KO) from the optionee's salary or other funds due to the optionee from KO. Irrespective of KO's or a Majority Owned Related Company's action or inaction with respect to taxes or tax withholding, the optionee acknowledges and agrees that the ultimate liability for any and all taxes is and remains the responsibility and liability of the optionee or the optionee's estate. For optionees who are International Service Associates, all taxes remain the optionee's responsibility, except as expressly provided in KO's International Service Policy and/or tax equalization program. Optionee acknowledges that KO and any Related Company (i) make no representations or undertaking regarding the amount or timing of any taxes, and (ii) do not commit to structure the terms of the option or any aspect of the transfer of the shares to reduce or eliminate the optionee's liability for taxes.

The optionee agrees to pay to Merrill Lynch any costs associated with the sale of shares of KO common stock acquired upon exercise of the options (whether such shares are sold to pay the option exercise price, to satisfy tax withholding requirements or for other reasons).

For employees in Switzerland, the optionee agrees that the taxation of the options will occur at the time the options are exercised.

- (d) Right of set-off. By accepting this Agreement, the optionee agrees that, should KO or any Related Company in its reasonable judgment determine that optionee owes KO, any Related Company or any affiliate any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to KO pursuant to KO's tax equalization program or KO's policies with respect to travel and business expenses, and if the optionee has not satisfied such obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO common stock acquired by the optionee upon exercise of his or her options, or KO may deduct funds equal to the amount of such obligation from the optionee's salary or other funds due to the optionee from KO.
 - (e) Comply with additional restrictions. The optionee agrees that the Committee, or its designee, may, in the exercise of its sole and absolute discretion at or before the time the optionee informs KO of his or her intention to exercise the option, establish any additional conditions or restrictions with respect to the exercise of the option, including, but not limited to, restrictions on the acceptable form or method of payment of the option exercise price and restrictions for failing to promptly submit to KO, any Related Company or any affiliate thereof, a tax organizer, or such other tax-related documents reasonably requested by KO or optionee's employer, pursuant to KO's tax equalization program (if optionee is a participant in such program). The optionee shall be informed of such restrictions. The optionee agrees to comply with any such additional conditions or restrictions.
3. Options are not transferable. The optionee may not transfer the options; provided that upon the optionee's death the options may be transferred by will or by the laws of descent and distribution. During the lifetime of the optionee, the options shall be exercisable only by the optionee personally or, in the event of the optionee's Disability if a legal representative has been appointed to act on behalf of the optionee, then by the optionee's legal representative.
4. Forfeiture of Options and Option Gain. In the event optionee shall engage in a "Prohibited Activity" (as defined on Schedule A hereto), at any time during the term of the options, or within one year after termination of optionee's employment from KO or any Related Company, or within one year after exercise of all or any portion of the options, whichever occurs latest, this option shall be rescinded and, if applicable, any gain associated with any exercise of this option shall be forfeited and repaid to KO. Accordingly, if the optionee engages in a Prohibited Activity, then:
- (a) as of the date that the optionee participates in such Prohibited Activity, all unexercised portions of this option immediately and automatically shall terminate, be forfeited, and shall cease to be exercisable (unless such option has been terminated sooner by operation of another term or condition of the Plan or this Agreement); and

- (b) within ten days after receiving from KO written notice of the termination of this option, the optionee shall pay to KO any and all gains associated with the exercise of all or any portion of this option, plus interest calculated from the time of such notice through the date of repayment to KO. The gain associated with the exercise of any portion of this option shall be the closing price per share on the date of the exercise thereof, as reported on the New York Stock Exchange Composite Transactions listing, less the option exercise price per share shown above, multiplied by the number of options exercised. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

Optionee may be released from the effects of this Section 4 if the Committee determines in its sole discretion that such action is in the best interest of KO and its stockholders.

Optionee expressly acknowledges and affirms that the foregoing provisions of this Section 4 are material and important terms of this Agreement, and optionee expressly agrees that if all or any part or application of the foregoing provisions of this Section 4 are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, KO shall be entitled to receive from optionee, in exchange for the exercise price per share shown above, all shares of KO common stock acquired by optionee upon exercise of any portion of the option and held by optionee. If optionee has sold, transferred or otherwise disposed of any shares of KO common stock acquired by optionee upon exercise of any portion of the option, KO shall be entitled to receive from optionee the gain associated with such sale, transfer or disposal, plus interest calculated through the date of payment to KO. The gain associated with the sale, transfer or other disposal of any share of KO common stock acquired by optionee upon exercise of any portion of the option shall be the closing price per share on the date of such sale, transfer or disposal, as reported on the New York Stock Exchange Composite Transactions listing, less the option exercise price per share shown above, multiplied by the number of shares of KO common stock sold, transferred or disposed of. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

5. Notices. Each notice relating to the option or its exercise shall be in writing. Requests and other notices regarding the exercise of options shall be delivered (whether by overnight delivery or by mail) as follows:

Merrill Lynch, Pierce, Fenner & Smith at Merrill Lynch Group Employee Services
Attention: The Coca-Cola Company Stock Option Plan Unit
1400 Merrill Lynch Drive
Mail Stop 04-BS-PRO
Pennington, New Jersey 08534, USA

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

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

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

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

7. Consent for accumulation and transfer of data. The optionee consents to the accumulation and transfer of data concerning him or her and the options to and from KO and Merrill Lynch, or such other agent as may administer the option program on behalf of KO from time to time. In addition, the optionee understands that KO holds certain personal information about the optionee, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all options awarded, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the optionee. The optionee hereby provides explicit consent to KO to process any such personal data and sensitive personal data. The optionee also hereby provides explicit consent to KO to transfer any such personal data and sensitive personal data outside the country in which the optionee is employed, and to the United States. The legal persons for whom such personal data

are intended are KO, Merrill Lynch and any company providing services to KO in connection with compensation planning purposes or the administration of the Plan.

8. Additional consents. The optionee consents and acknowledges that:
- (a) the Plan is discretionary in nature, and KO can amend, cancel or terminate it at any time;
 - (b) the grant of options under the Plan is voluntary and occasional and does not create any contractual or other right to receive future grants of any options, or benefits in lieu of any options, even if options have been granted repeatedly in the past;
 - (c) all determinations with respect to any such future awards, including, but not limited to, the times when options shall be granted, the option price, and the time or times when each right shall be exercisable, will be at the sole discretion of the Committee;
 - (d) participation in the Plan is voluntary and may be occasional;
 - (e) the value of the options is an extraordinary item of compensation, which is outside the scope of the optionee's employment contract, if any;
 - (f) the options or any income derived therefrom are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
 - (g) except as is otherwise explicitly provided in this Agreement and the Plan, non-vested options are forfeited immediately following termination of employment for any reason, and vested options expire the earlier of: a) six months following termination of employment for any reason, and b) the expiration date noted in the option;
 - (h) in the event of involuntary termination of the optionee's employment, the optionee's eligibility to receive options under the Plan, if any, will terminate effective as of the date that the optionee is no longer actively employed regardless of any reasonable notice period mandated under local law; furthermore, in the event of involuntary termination of employment, the optionee's ability to exercise options under the Plan will be measured by the date of termination of the optionee's active employment pursuant to the terms of the Plan and will not be extended by any reasonable notice period mandated under local law;
 - (i) the future value of the shares purchased under the Plan is unknown and cannot be predicted with certainty;
 - (j) (for individuals other than employees of KO) the options have been granted to the optionee in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that KO is his or her employer or that he or she has an employment relationship with KO;
 - (k) no claim or entitlement to compensation or damages arises from the termination of the options or diminution in value of the options or shares purchased under the Plan, and the optionee irrevocably releases KO and his or her employer, if different from KO, from any such claim that may arise;
 - (l) participation in the Plan shall not create a right to further employment with the optionee's employer and shall not interfere with the ability of the optionee's employer to terminate the optionee's employment relationship at any time, with or without cause;
 - (m) the terms of the optionee's employment with KO do not include the grant of stock options; and
 - (n) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, each and all of the other provisions of this Agreement shall remain in full force and effect.
9. Governing law. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware, USA.
10. Headings. Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY
By: The Committee

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the optionee must accept the above options to purchase shares of KO common stock in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to May 31, 2008, then KO may declare the option grant null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this option grant will be voided, which means the options will terminate automatically and cannot be transferred to the optionee's heirs pursuant to the optionee's will or the laws of descent and distribution.

Schedule A
Prohibited Activities

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

- (a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of KO or any Related Company or affiliate thereof, including but not limited to negative references to KO or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of KO which optionee was involved with during optionee's employment;
- (c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of KO that came into optionee's knowledge during optionee's employment by KO or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of KO that came into optionee's knowledge during optionee's employment by KO or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to KO and not generally known to the public or to competitors of KO;
- (e) *Return of Materials* – failure of optionee, in the event of optionee's termination of employment for any reason, promptly to deliver to KO all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding KO's business, whether made or compiled by optionee or furnished to optionee by virtue of optionee's employment with KO or a Related Company, or failure promptly to deliver to KO all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to optionee by virtue of optionee's employment with KO or a Related Company;
- (f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Committee or the Chief Executive Officer of KO or any senior officer designated by the Committee, is or becomes competitive with KO;
- (g) *Non-Solicitation* –soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom optionee had professional interaction during the last twelve months of optionee's employment with KO; or
- (h) *Violation of KO Policies* – violating any written policies of KO or optionee's employer applicable to optionee, including without limitation KO's insider trading policy.

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

THE COCA-COLA COMPANY
1999 STOCK OPTION PLAN
STOCK OPTION AGREEMENT

Merrill Lynch Account Number:

The Coca-Cola Company (“KO”) hereby grants to the optionee named below options to purchase KO common stock at the price per share set forth below, subject to the provisions of this Agreement together with the provisions of The Coca-Cola Company 1999 Stock Option Plan (the “Plan”):

optionee’s name:

number of options granted, each for one share of KO common stock

option exercise price per share: \$

option grant date:

option expiration date:

vesting period:

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

1. When options can be exercised

(a) General provisions.

- (i) No option may be exercised until it has vested.
- (ii) No option shall vest prior to the first anniversary of the grant date, except in the event of a Change in Control, death or Disability.
- (iii) The Plan describes the impact upon vesting and the expiration of options of the following events: death, Disability, Retirement, Change in Control, various types of leaves of absence, termination of employment, change in KO’s investment in the optionee’s employer which results in the employer no longer meeting the definition of a Related Company under the Plan, and transfer of employment to a Related Company.
- (iv) Once an option has vested, it may be exercised until it expires. Unless otherwise provided in the Plan or in this Agreement, the options expire on the option expiration date noted above. For individuals located in France, the options will expire on the earlier of: (a) six months after the date of the optionee’s death, and (b) the option expiration date noted above.
- (v) Notwithstanding any provision to the contrary in the Plan or in this Agreement, in the event of the optionee’s violation of Section 4 below, the options will expire immediately at the time of such violation.

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

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

- (a) Pay the option exercise price. The optionee must pay the option exercise price. The optionee shall be informed of the acceptable form and method of payment at or before the time the optionee informs KO of his or her intention to exercise the option. The acceptable forms and methods of payment of the option exercise price may include payment in cash, pursuant to a cashless exercise authorized by KO, or by delivery, through attestation, of shares of KO common stock owned by the optionee. Not all forms and methods of payment are available in every country. The value of the shares delivered to pay the option exercise price shall be computed on the basis of the most recent reported market price at which a share of KO common stock shall have been sold prior to the time of processing the optionee’s election to deliver shares in payment of the option exercise price, as reported on the New York Stock Exchange Composite Transactions listing.
- (b) Complete all paperwork. The optionee must complete, sign and return any paperwork required by KO or by Merrill Lynch, Pierce, Fenner & Smith (“Merrill Lynch”), or such other agent as may administer the option program on behalf of KO from time to time.
- (c) Pay applicable taxes and fees. The options are not intended to be, and shall not be treated as, incentive stock options, as defined in Section 422 of the Internal Revenue Code of 1986, as amended.

The optionee must satisfy any tax withholding requirements regarding any applicable taxes. If the optionee is a U.S. taxpayer, he or she may elect to satisfy Federal, state and local income tax liabilities due by reason of the exercise by having shares of KO common stock withheld. The value of withheld shares shall be computed as described in paragraph 2(a) above.

The optionee agrees that, should KO or any Related Company in its reasonable judgment determine that tax withholding is required upon exercise of the options, and if the optionee has not satisfied such tax obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO common stock acquired by the optionee upon exercise of his or her options, or KO may deduct funds equal to the amount of withholding tax (such amount to be determined by KO) from the optionee's salary or other funds due to the optionee from KO.

Irrespective of KO's or a Majority Owned Related Company's action or inaction with respect to taxes or tax withholding, the optionee acknowledges and agrees that the ultimate liability for any and all taxes is and remains the responsibility and liability of the optionee or the optionee's estate. For optionees who are International Service Associates, all taxes remain the optionee's responsibility, except as expressly provided in KO's International Service Policy and/or tax equalization program. Optionee acknowledges that KO and any Related Company (i) make no representations or undertaking regarding the amount or timing of any taxes, and (ii) do not commit to structure the terms of the option or any aspect of the transfer of the shares to reduce or eliminate the optionee's liability for taxes.

The optionee agrees to pay to Merrill Lynch any costs associated with the sale of shares of KO common stock acquired upon exercise of the options (whether such shares are sold to pay the option exercise price, to satisfy tax withholding requirements or for other reasons).

For employees in Switzerland, the optionee agrees that the taxation of the options will occur at the time the options are exercised.

- (d) Right of set-off. By accepting this Agreement, the optionee agrees that, should KO or any Related Company in its reasonable judgment determine that optionee owes KO, any Related Company or any affiliate any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to KO pursuant to KO's tax equalization program or KO's policies with respect to travel and business expenses, and if the optionee has not satisfied such obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO common stock acquired by the optionee upon exercise of his or her options, or KO may deduct funds equal to the amount of such obligation from the optionee's salary or other funds due to the optionee from KO.
 - (e) Comply with additional restrictions. The optionee agrees that the Committee, or its designee, may, in the exercise of its sole and absolute discretion at or before the time the optionee informs KO of his or her intention to exercise the option, establish any additional conditions or restrictions with respect to the exercise of the option, including, but not limited to, restrictions on the acceptable form or method of payment of the option exercise price and restrictions for failing to promptly submit to KO, any Related Company or any affiliate thereof, a tax organizer, or such other tax-related documents reasonably requested by KO or optionee's employer, pursuant to KO's tax equalization program (if optionee is a participant in such program). The optionee shall be informed of such restrictions. The optionee agrees to comply with any such additional conditions or restrictions.
3. Options are not transferable. The optionee may not transfer the options; provided that upon the optionee's death the options may be transferred by will or by the laws of descent and distribution. During the lifetime of the optionee, the options shall be exercisable only by the optionee personally or, in the event of the optionee's Disability if a legal representative has been appointed to act on behalf of the optionee, then by the optionee's legal representative.
 4. Forfeiture of options and option gain. In the event optionee shall engage in a "Prohibited Activity" (as defined on Schedule A hereto), at any time during the term of the options, or within one year after termination of optionee's employment from KO or any Related Company, or within one year after exercise of all or any portion of the options, whichever occurs latest, this option shall be rescinded and, if applicable, any gain associated with any exercise of this option shall be forfeited and repaid to KO. Accordingly, if the optionee engages in a Prohibited Activity, then:
 - (a) as of the date that the optionee participates in such Prohibited Activity, all unexercised portions of this option immediately and automatically shall terminate, be forfeited, and shall cease to be exercisable (unless such option has been terminated sooner by operation of another term or condition of the Plan or this Agreement); and
 - (b) within ten days after receiving from KO written notice of the termination of this option, the optionee shall pay to KO any and all gains associated with the exercise of all or any portion of this option, plus interest calculated from the time of such notice through the date of repayment to KO. The gain associated with the exercise of any portion of this option shall be the closing price per share on the date of the exercise thereof, as reported on the New York Stock Exchange Composite Transactions listing, less the option exercise price

per share shown above, multiplied by the number of options exercised. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

Optionee may be released from the effects of this Section 4 if the Committee determines in its sole discretion that such action is in the best interest of KO and its stockholders.

Optionee expressly acknowledges and affirms that the foregoing provisions of this Section 4 are material and important terms of this Agreement, and optionee expressly agrees that if all or any part or application of the foregoing provisions of this Section 4 are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, KO shall be entitled to receive from optionee, in exchange for the exercise price per share shown above, all shares of KO common stock acquired by optionee upon exercise of any portion of the option and held by optionee. If optionee has sold, transferred or otherwise disposed of any shares of KO common stock acquired by optionee upon exercise of any portion of the option, KO shall be entitled to receive from optionee the gain associated with such sale, transfer or disposal, plus interest calculated through the date of payment to KO. The gain associated with the sale, transfer or other disposal of any share of KO common stock acquired by optionee upon exercise of any portion of the option shall be the closing price per share on the date of such sale, transfer or disposal, as reported on the New York Stock Exchange Composite Transactions listing, less the option exercise price per share shown above, multiplied by the number of shares of KO common stock sold, transferred or disposed of. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

5. Notices. Each notice relating to the option or its exercise shall be in writing. Requests and other notices regarding the exercise of options shall be delivered (whether by overnight delivery or by mail) as follows:

Merrill Lynch, Pierce, Fenner & Smith at Merrill Lynch Group Employee Services
Attention: The Coca-Cola Company Stock Option Plan Unit
1400 Merrill Lynch Drive
Mail Stop 04-BS-PRO
Pennington, New Jersey 08534, USA

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

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

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

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

7. Consent for accumulation and transfer of data. The optionee consents to the accumulation and transfer of data concerning him or her and the options to and from KO and Merrill Lynch, or such other agent as may administer the option program on behalf of KO from time to time. In addition, the optionee understands that KO holds certain personal information about the optionee, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all options awarded, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the optionee. The optionee hereby provides explicit consent to KO to process any such personal data and sensitive personal data. The optionee also hereby provides explicit consent to KO to transfer any such personal data and sensitive personal data outside the country in which the optionee is employed, and to the United States. The legal persons for whom such personal data are intended are KO, Merrill Lynch and any company providing services to KO in connection with compensation planning purposes or the administration of the Plan.

8. Additional consents. The optionee consents and acknowledges that:

2008 General

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- (a) the Plan is discretionary in nature, and KO can amend, cancel or terminate it at any time;
 - (b) the grant of options under the Plan is voluntary and occasional and does not create any contractual or other right to receive future grants of any options, or benefits in lieu of any options, even if options have been granted repeatedly in the past;
 - (c) all determinations with respect to any such future awards, including, but not limited to, the times when options shall be granted, the option price, and the time or times when each right shall be exercisable, will be at the sole discretion of the Committee;
 - (d) participation in the Plan is voluntary and may be occasional;
 - (e) the value of the options is an extraordinary item of compensation, which is outside the scope of the optionee's employment contract, if any;
 - (f) the options or any income derived therefrom are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
 - (g) except as is otherwise explicitly provided in this Agreement and the Plan, non-vested options are forfeited immediately following termination of employment for any reason, and vested options expire the earlier of: a) six months following termination of employment for any reason, and b) the expiration date noted in the option;
 - (h) in the event of involuntary termination of the optionee's employment, the optionee's eligibility to receive options under the Plan, if any, will terminate effective as of the date that the optionee is no longer actively employed regardless of any reasonable notice period mandated under local law; furthermore, in the event of involuntary termination of employment, the optionee's ability to exercise options under the Plan will be measured by the date of termination of the optionee's active employment pursuant to the terms of the Plan and will not be extended by any reasonable notice period mandated under local law;
 - (i) the future value of the shares purchased under the Plan is unknown and cannot be predicted with certainty;
 - (j) (for individuals other than employees of KO) the options have been granted to the optionee in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that KO is his or her employer or that he or she has an employment relationship with KO;
 - (k) no claim or entitlement to compensation or damages arises from the termination of the options or diminution in value of the options or shares purchased under the Plan, and the optionee irrevocably releases KO and his or her employer, if different from KO, from any such claim that may arise;
 - (l) participation in the Plan shall not create a right to further employment with the optionee's employer and shall not interfere with the ability of the optionee's employer to terminate the optionee's employment relationship at any time, with or without cause;
 - (m) the terms of the optionee's employment with KO do not include the grant of stock options; and
 - (n) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, each and all of the other provisions of this Agreement shall remain in full force and effect.
9. Governing law. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware, USA.
10. Headings. Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY
By: The Committee

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the optionee must accept the above options to purchase shares of KO common stock in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to May 31, 2008, then KO may declare the option grant null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this option grant will be voided, which means the options will terminate automatically and cannot be transferred to the optionee's heirs pursuant to the optionee's will or the laws of descent and distribution.

Schedule A
Prohibited Activities

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

- (a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of KO or any Related Company or affiliate thereof, including but not limited to negative references to KO or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of KO which optionee was involved with during optionee's employment;
- (c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of KO that came into optionee's knowledge during optionee's employment by KO or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of KO that came into optionee's knowledge during optionee's employment by KO or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to KO and not generally known to the public or to competitors of KO;
- (e) *Return of Materials* – failure of optionee, in the event of optionee's termination of employment for any reason, promptly to deliver to KO all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding KO's business, whether made or compiled by optionee or furnished to optionee by virtue of optionee's employment with KO or a Related Company, or failure promptly to deliver to KO all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to optionee by virtue of optionee's employment with KO or a Related Company;
- (f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Committee or the Chief Executive Officer of KO or any senior officer designated by the Committee, is or becomes competitive with KO;
- (g) *Non-Solicitation* –soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom optionee had professional interaction during the last twelve months of optionee's employment with KO; or
- (h) *Violation of KO Policies* – violating any written policies of KO or optionee's employer applicable to optionee, including without limitation, KO's insider trading policy.

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

THE COCA-COLA COMPANY
2002 STOCK OPTION PLAN
STOCK OPTION AGREEMENT

Merrill Lynch Account Number:

The Coca-Cola Company ("KO") hereby grants to the optionee named below options to purchase KO common stock at the price per share set forth below, subject to the provisions of this Agreement together with the provisions of The Coca-Cola Company 2002 Stock Option Plan (the "Plan"):

optionee's name:

number of options granted, each for one share of KO common stock

option exercise price per share: \$

option grant date:

option expiration date:

vesting period:

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

1. When options can be exercised

(a) General provisions.

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

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

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

- (a) Pay the option exercise price. The optionee must pay the option exercise price. The optionee shall be informed of the acceptable form and method of payment at or before the time the optionee informs KO of his or her intention to exercise the option. The acceptable forms and methods of payment of the option exercise price may include payment in cash, pursuant to a cashless exercise authorized by KO, or by delivery, through attestation, of shares of KO common stock owned by the optionee. Not all forms and methods of payment are available in every country. The value of the shares delivered to pay the option exercise price shall be computed on the basis of the most recent reported market price at which a share of KO common stock shall have been sold prior to the time of processing the optionee's election to deliver shares in payment of the option exercise price, as reported on the New York Stock Exchange Composite Transactions listing.
- (b) Complete all paperwork. The optionee must complete, sign and return any paperwork required by KO or by Merrill Lynch, Pierce, Fenner & Smith ("Merrill Lynch"), or such other agent as may administer the option program on behalf of KO from time to time.
- (c) Pay applicable taxes and fees. The options are not intended to be, and shall not be treated as, incentive stock options, as defined in Section 422 of the Internal Revenue Code of 1986, as amended.

The optionee must satisfy any tax withholding requirements regarding any applicable taxes. If the optionee is a U.S. taxpayer, he or she may elect to satisfy Federal, state and local income tax liabilities due by reason of the exercise by having shares of KO common stock withheld. The value of withheld shares shall be computed as described in paragraph 2(a) above.

The optionee agrees that, should KO or any Related Company in its reasonable judgment determine that tax withholding is required upon exercise of the options, and if the optionee has not satisfied such tax obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO common stock acquired by the optionee upon exercise of his or her options, or KO may deduct funds equal to the amount of withholding tax (such amount to be determined by KO) from the optionee's salary or other funds due to the optionee from KO.

Irrespective of KO's or a Majority Owned Related Company's action or inaction with respect to taxes or tax withholding, the optionee acknowledges and agrees that the ultimate liability for any and all taxes is and remains the responsibility and liability of the optionee or the optionee's estate. For optionees who are International Service Associates, all taxes remain the optionee's responsibility, except as expressly provided in KO's International Service Policy and/or tax equalization program. Optionee acknowledges that KO and any Related Company (i) make no representations or undertaking regarding the amount or timing of any taxes, and (ii) do not commit to structure the terms of the option or any aspect of the transfer of the shares to reduce or eliminate the optionee's liability for taxes.

The optionee agrees to pay to Merrill Lynch any costs associated with the sale of shares of KO common stock acquired upon exercise of the options (whether such shares are sold to pay the option exercise price, to satisfy tax withholding requirements or for other reasons).

For employees in Switzerland, the optionee agrees that the taxation of the options will occur at the time the options are exercised.

- (d) Right of set-off. By accepting this Agreement, the optionee agrees that, should KO or any Related Company in its reasonable judgment determine that optionee owes KO, any Related Company or any affiliate any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to KO pursuant to KO's tax equalization program or KO's policies with respect to travel and business expenses, and if the optionee has not satisfied such obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO common stock acquired by the optionee upon exercise of his or her options, or KO may deduct funds equal to the amount of such obligation from the optionee's salary or other funds due to the optionee from KO.
 - (e) Comply with additional restrictions. The optionee agrees that the Committee, or its designee, may, in the exercise of its sole and absolute discretion at or before the time the optionee informs KO of his or her intention to exercise the option, establish any additional conditions or restrictions with respect to the exercise of the option, including, but not limited to, restrictions on the acceptable form or method of payment of the option exercise price and restrictions for failing to promptly submit to KO, any Related Company or any affiliate thereof, a tax organizer, or such other tax-related documents reasonably requested by KO or optionee's employer, pursuant to KO's tax equalization program (if optionee is a participant in such program). The optionee shall be informed of such restrictions. The optionee agrees to comply with any such additional conditions or restrictions.
3. Options are not transferable. The optionee may not transfer the options; provided that upon the optionee's death the options may be transferred by will or by the laws of descent and distribution. During the lifetime of the optionee, the options shall be exercisable only by the optionee personally or, in the event of the optionee's Disability if a legal representative has been appointed to act on behalf of the optionee, then by the optionee's legal representative.
 4. Forfeiture of options and option gain. In the event optionee shall engage in a "Prohibited Activity" (as defined on Schedule A hereto), at any time during the term of the options, or within one year after termination of optionee's employment from KO or any Related Company, or within one year after exercise of all or any portion of the options, whichever occurs latest, this option shall be rescinded and, if applicable, any gain associated with any exercise of this option shall be forfeited and repaid to KO. Accordingly, if the optionee engages in a Prohibited Activity, then:
 - (a) as of the date that the optionee participates in such Prohibited Activity, all unexercised portions of this option immediately and automatically shall terminate, be forfeited, and shall cease to be exercisable (unless such option has been terminated sooner by operation of another term or condition of the Plan or this Agreement); and
 - (b) within ten days after receiving from KO written notice of the termination of this option, the optionee shall pay to KO any and all gains associated with the exercise of all or any portion of this option, plus interest calculated from the time of such notice through the date of repayment to KO. The gain associated with the exercise of any portion of this option shall be the closing price per share on the date of the exercise thereof, as reported on the New York Stock Exchange Composite Transactions listing, less the option exercise price

per share shown above, multiplied by the number of options exercised. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

Optionee may be released from the effects of this Section 4 if the Committee determines in its sole discretion that such action is in the best interest of KO and its stockholders.

Optionee expressly acknowledges and affirms that the foregoing provisions of this Section 4 are material and important terms of this Agreement, and optionee expressly agrees that if all or any part or application of the foregoing provisions of this Section 4 are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, KO shall be entitled to receive from optionee, in exchange for the exercise price per share shown above, all shares of KO common stock acquired by optionee upon exercise of any portion of the option and held by optionee. If optionee has sold, transferred or otherwise disposed of any shares of KO common stock acquired by optionee upon exercise of any portion of the option, KO shall be entitled to receive from optionee the gain associated with such sale, transfer or disposal, plus interest calculated through the date of payment to KO. The gain associated with the sale, transfer or other disposal of any share of KO common stock acquired by optionee upon exercise of any portion of the option shall be the closing price per share on the date of such sale, transfer or disposal, as reported on the New York Stock Exchange Composite Transactions listing, less the option exercise price per share shown above, multiplied by the number of shares of KO common stock sold, transferred or disposed of. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

5. Notices. Each notice relating to the option or its exercise shall be in writing. Requests and other notices regarding the exercise of options shall be delivered (whether by overnight delivery or by mail) as follows:

Merrill Lynch, Pierce, Fenner & Smith at Merrill Lynch Group Employee Services
Attention: The Coca-Cola Company Stock Option Plan Unit
1400 Merrill Lynch Drive
Mail Stop 04-BS-PRO
Pennington, New Jersey 08534, USA

All notices to KO shall be addressed as follows:

Director, Executive Compensation
The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313, USA

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

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

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

7. Consent for accumulation and transfer of data. The optionee consents to the accumulation and transfer of data concerning him or her and the options to and from KO and Merrill Lynch, or such other agent as may administer the option program on behalf of KO from time to time. In addition, the optionee understands that KO holds certain personal information about the optionee, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all options awarded, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about the optionee. The optionee hereby provides explicit consent to KO to process any such personal data and sensitive personal data. The optionee also hereby provides explicit consent to KO to transfer any such personal data and sensitive personal data outside the country in which the optionee is employed, and to the United States. The legal persons for whom such personal data are intended are KO, Merrill Lynch and any company providing services to KO in connection with compensation planning purposes or the administration of the Plan.

8. Additional consents. The optionee consents and acknowledges that:

2008 General

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- (a) the Plan is discretionary in nature, and KO can amend, cancel or terminate it at any time;
 - (b) the grant of options under the Plan is voluntary and occasional and does not create any contractual or other right to receive future grants of any options, or benefits in lieu of any options, even if options have been granted repeatedly in the past;
 - (c) all determinations with respect to any such future awards, including, but not limited to, the times when options shall be granted, the option price, and the time or times when each right shall be exercisable, will be at the sole discretion of the Committee;
 - (d) participation in the Plan is voluntary and may be occasional;
 - (e) the value of the options is an extraordinary item of compensation, which is outside the scope of the optionee's employment contract, if any;
 - (f) the options or any income derived therefrom are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments;
 - (g) except as is otherwise explicitly provided in this Agreement and the Plan, non-vested options are forfeited immediately following termination of employment for any reason, and vested options expire the earlier of: a) six months following termination of employment for any reason, and b) the expiration date noted in the option;
 - (h) in the event of involuntary termination of the optionee's employment, the optionee's eligibility to receive options under the Plan, if any, will terminate effective as of the date that the optionee is no longer actively employed regardless of any reasonable notice period mandated under local law; furthermore, in the event of involuntary termination of employment, the optionee's ability to exercise options under the Plan will be measured by the date of termination of the optionee's active employment pursuant to the terms of the Plan and will not be extended by any reasonable notice period mandated under local law;
 - (i) the future value of the shares purchased under the Plan is unknown and cannot be predicted with certainty;
 - (j) (for individuals other than employees of KO) the options have been granted to the optionee in his or her status as an employee of his or her employer and can in no event be understood or interpreted to mean that KO is his or her employer or that he or she has an employment relationship with KO;
 - (k) no claim or entitlement to compensation or damages arises from the termination of the options or diminution in value of the options or shares purchased under the Plan, and the optionee irrevocably releases KO and his or her employer, if different from KO, from any such claim that may arise;
 - (l) participation in the Plan shall not create a right to further employment with the optionee's employer and shall not interfere with the ability of the optionee's employer to terminate the optionee's employment relationship at any time, with or without cause;
 - (m) the terms of the optionee's employment with KO do not include the grant of stock options; and
 - (n) if all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, each and all of the other provisions of this Agreement shall remain in full force and effect.
9. Governing law. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Delaware, USA.
10. Headings. Paragraph headings are included for convenience and shall not affect the meaning or interpretation of this Agreement.

THE COCA-COLA COMPANY
By: The Committee

Authorized Signature

Using the Merrill Lynch voice response system or other available means, the optionee must accept the above options to purchase shares of KO common stock in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to May 31, 2008, then KO may declare the option grant null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this option grant will be voided, which means the options will terminate automatically and cannot be transferred to the optionee's heirs pursuant to the optionee's will or the laws of descent and distribution.

Schedule A
Prohibited Activities

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

- (a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of KO or any Related Company or affiliate thereof, including but not limited to negative references to KO or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of KO which optionee was involved with during optionee's employment;
- (c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of KO that came into optionee's knowledge during optionee's employment by KO or any Related Company, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of KO that came into optionee's knowledge during optionee's employment by KO or any Related Company, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to KO and not generally known to the public or to competitors of KO;
- (e) *Return of Materials* – failure of optionee, in the event of optionee's termination of employment for any reason, promptly to deliver to KO all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding KO's business, whether made or compiled by optionee or furnished to optionee by virtue of optionee's employment with KO or a Related Company, or failure promptly to deliver to KO all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to optionee by virtue of optionee's employment with KO or a Related Company;
- (f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Committee or the Chief Executive Officer of KO or any senior officer designated by the Committee, is or becomes competitive with KO;
- (g) *Non-Solicitation* –soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom optionee had professional interaction during the last twelve months of optionee's employment with KO; or
- (h) *Violation of KO Policies* – violating any written policies of KO or optionee's employer applicable to optionee, including without limitation, KO's insider trading policy.

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