
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):
September 7, 2010 (September 3, 2010)

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

Not Applicable
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

As previously reported, on February 25, 2010, The Coca-Cola Company, a Delaware corporation (“TCCC”), Coca-Cola Enterprises Inc., a Delaware corporation (“CCE”), International CCE, Inc., a Delaware corporation and a wholly-owned subsidiary of CCE (“New CCE”), and Cobalt Subsidiary LLC, a Delaware limited liability company and a wholly-owned subsidiary of TCCC (“Merger Sub”), entered into a Business Separation and Merger Agreement (the “Merger Agreement”), pursuant to which TCCC will acquire all of the North American business of CCE (the “Merger”).

On February 25, 2010, March 8, 2010 and March 10, 2010, three putative shareholder class action complaints were filed in the Superior Court of Fulton County, Georgia on behalf of all shareholders of CCE (other than defendants) challenging the proposed Merger. The action is captioned *In re The Coca-Cola Shareholders Litigation* (C.A. No. 2010-cv-182035) (the “Georgia Action”). The complaint alleges that by virtue of TCCC’s stock ownership and business dealings with CCE, TCCC controls and dominates CCE and therefore owes CCE a duty of entire fairness and a duty not to misuse its control of CCE for its own ends, which TCCC breached because, among other things, the proposed Merger is unfair as to price and process. Plaintiffs further allege that the CCE directors have violated their fiduciary duties of care, loyalty, candor and good faith by pursuing the proposed Merger, which is not entirely fair to CCE shareholders because, among other things, the May 25, 2010 Form S-4 Registration Statement filed by New CCE with the SEC fails to provide shareholders with the material information relevant to determine the fairness of the proposed Merger and evidences the CCE directors’ failure to appropriately consider the proposed Merger. In addition, on March 1, 2010, March 3, 2010, March 8, 2010 and March 10, 2010, five putative shareholder class action complaints were filed in the Court of Chancery of the State of Delaware on behalf of all shareholders of CCE (other than defendants) challenging the proposed Merger. The consolidated action is captioned *In re Coca-Cola Enterprises, Inc. Shareholders Litigation* (Consolidated C.A. No. 5291- VCN) (the “Delaware Action”). The complaint alleges that the proposed Merger arises out of an unlawful plan and scheme for TCCC to acquire CCE’s entire North American bottling business for grossly inadequate consideration and in breach of defendants’ fiduciary duties.

On September 3, 2010, the parties to the Georgia Action executed a memorandum of understanding (the “MOU”) containing the terms for the parties’ agreement in principle to resolve the Georgia Action. The MOU provides, among other things, that, in consideration for the settlement of the Georgia Action, the Merger Agreement will be amended to reflect that (i) the Termination Fee, as defined in Section 8.2(c) of the Merger Agreement is reduced from \$200,000,000 to \$180,000,000, (ii) Section 8.2(d)(D) of the Merger Agreement is modified such that the 365 calendar day period following the termination of the Merger Agreement referred to in that paragraph is reduced to nine (9) months following the termination of the Merger Agreement, (iii) Section 6.22 of the Merger Agreement is modified such that the time during which New CCE shall have the right to purchase all of TCCC’s right, title and interest in the German Entity (as defined in the Merger Agreement) is expanded from a period of eighteen (18) months to thirty-six (36) months after the date of the Merger Agreement to a period of (18) months to thirty-nine (39) months after the date of the Merger Agreement, and (iv) the survival period for the representations and warranties in the Merger Agreement as set forth in the first sentence of Section 9.1 therein, with certain exceptions, is reduced from one (1) year to nine (9) months from the Closing Date, as defined in the Merger Agreement.

On September 6, 2010, TCCC, CCE, New CCE and Merger Sub entered into Amendment No. 1 to the Business Separation and Merger Agreement (“Amendment No. 1”) reflecting the foregoing amendments to the Merger Agreement.

Except as otherwise specifically amended in Amendment No. 1, the Merger Agreement, as modified by Amendment No. 1, remains in full force and effect. A copy of Amendment No. 1 is attached as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01. Other Events.

The response to Item 1.01 is hereby incorporated into this Item 8.01.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 2.1	Amendment No. 1, dated as of September 6, 2010, to the Business Separation and Merger Agreement, dated as of February 25, 2010, by and among Coca-Cola Enterprises Inc., International CCE Inc., The Coca-Cola Company and Cobalt Subsidiary LLC

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: September 7, 2010

By: /s/ Kathy N. Waller
Name: Kathy N. Waller
Title: Vice President and Controller

EXHIBIT INDEX

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AMENDMENT NO. 1 TO BUSINESS SEPARATION AND MERGER AGREEMENT

Amendment No. 1 (this "Amendment"), dated as of September 6, 2010, to that certain Business Separation and Merger Agreement, dated as of February 25, 2010 (the "Merger Agreement"), by and among COCA-COLA ENTERPRISES INC., a Delaware corporation ("CCE"), INTERNATIONAL CCE, INC., a Delaware corporation ("Splitco"), THE COCA-COLA COMPANY, a Delaware corporation ("TCCC"), and COBALT SUBSIDIARY LLC, a Delaware limited liability company ("Merger Sub") and together with CCE, Splitco and TCCC, each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, CCE, Splitco, TCCC and Merger Sub are parties to the Merger Agreement.

WHEREAS, CCE, Splitco, TCCC and Merger Sub desire to amend the Merger Agreement in the manner set forth below.

AGREEMENTS

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Merger Agreement, CCE, Splitco, TCCC and Merger Sub agree as follows:

1. AMENDMENTS

- a. Section 2.2 of the Merger Agreement is hereby amended by deleting the following in its entirety: "(or if not a Business Day, the next Business Day)".
 - b. Section 2.3 of the Merger Agreement is hereby amended by deleting the last sentence of the Section and replacing it with the following: "The filing of the Certificate of Merger shall be made no later than the Closing Date."
 - c. Section 3.5(c) of the Merger Agreement is hereby amended to delete the language that states "(subject to the Corporate Name Letter)" and replace it with the following: "and Splitco's subsidiaries whose corporate names contain the word "Coca-Cola" shall continue to be so named, subject to the terms and conditions of the Corporate Name Letter".
 - d. Section 4.3 of the Merger Agreement is hereby amended to replace clause (a)(i) with the following:
"499,332,154 shares of CCE Common Stock were issued and outstanding".
 - e. Section 4.3 of the Merger Agreement is hereby amended to replace clause (a)(iv) with the following:
"10,966,509 CCE Stock Units were outstanding; and"
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- f. Section 6.22 of the Merger Agreement is hereby amended to delete the language that states “At any time eighteen (18) months to thirty-six (36) months after the date of this Agreement” and replace it with the following: “At any time eighteen (18) months to thirty-nine (39) months after the date of this Agreement”.
- g. Section 8.2(c) of the Merger Agreement is hereby amended to delete the language that states “an amount equal to \$200,000,000” and replace it with the following: “an amount equal to \$180,000,000”.
- h. Section 8.2(d)(D) of the Merger Agreement is hereby amended to delete the language that states “within 365 calendar days” and replace it with the following: “within nine (9) months”.
- i. Section 9.1 of the Merger Agreement is hereby amended to delete the language in the first sentence of the Section that states “until the date that is one (1) year from the Closing Date” and replace it with the following: “until the date that is nine (9) months from the Closing Date”.
- j. Section 10.3 of the Merger Agreement is hereby amended to replace the fax number (404) 676-8621 with the following number: “(404) 598-3005”.

2. MISCELLANEOUS

- a. All remaining provisions of the Merger Agreement remain unchanged and in full force and effect.
 - b. Capitalized terms used but not defined herein shall have the same meaning as in the Merger Agreement.
 - c. This Amendment shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
 - d. This Amendment may be executed in separate counterparts (including by facsimile), each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.
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IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

COCA-COLA ENTERPRISES INC.

By: /s/ John R. Parker, Jr.
Name: John R. Parker, Jr.
Title: Senior Vice President, General Counsel

INTERNATIONAL CCE, INC.

By: /s/ John R. Parker, Jr.
Name: John R. Parker, Jr.
Title: Senior Vice President, General Counsel

THE COCA-COLA COMPANY

By: /s/ Marie Quintero-Johnson
Name: Marie Quintero-Johnson
Title: Vice President and Director Mergers & Acquisitions

COBALT SUBSIDIARY LLC

By: /s/ Marie Quintero-Johnson
Name: Marie Quintero-Johnson
Title: Vice President