

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): March 20, 2017

The Coca-Cola Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-02217
(Commission File Number)

58-0628465
(IRS Employer Identification No.)

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

30313
(Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 23, 2017, The Coca-Cola Company (the “Company”) announced a number of senior leadership appointments to drive its ongoing transformation into a growth-oriented, consumer-centered, total beverage company (the “Company’s Transformation”), which will be effective on May 1, 2017, when President and Chief Operating Officer James Quincey becomes Chief Executive Officer.

Effective May 1, 2017, Kathy N. Waller, currently Executive Vice President and Chief Financial Officer, will assume expanded responsibility for the Company’s strategic governance areas as Executive Vice President, Chief Financial Officer and President Enabling Services. In this role, Ms. Waller will lead the Company’s Global Finance organization, the Global Technical team, a newly created Integrated Services team and a new Business Transformation team. On March 22, 2017, the Company provided Ms. Waller with a letter to confirm her new position and set forth the primary compensation elements that will be effective commencing May 1, 2017. Pursuant to the letter, Ms. Waller’s initial base salary for the new position will be effective as of May 1, 2017, she will continue to be eligible to participate in the Company’s Performance Incentive Plan and Long-Term Incentive program and she will continue to be subject to the Company’s share ownership guidelines. Details regarding base salary determinations, the Performance Incentive Plan and the Long-Term Incentive program are included in the Compensation Discussion and Analysis section of the Company’s definitive proxy statement for the 2017 Annual Meeting of Shareowners filed with the Securities and Exchange Commission on March 9, 2017. The foregoing description is qualified in its entirety by the letter for Ms. Waller, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

On March 23, 2017, the Company announced that Marcos de Quinto, Executive Vice President and Chief Marketing Officer, will be retiring from the Company. On April 30, 2017, Mr. de Quinto will step down from his position as Executive Vice President and Chief Marketing Officer, and he will continue with the Company as senior creative advisor and will assist in the transition of the marketing function until his retirement on August 31, 2018. On March 20, 2017, the Company and Mr. de Quinto entered into a separation agreement detailing the terms of his retirement. The agreement provides that Mr. de Quinto’s base salary will remain unchanged through his retirement date, his target annual incentive will be 75% effective May 1, 2017, the Company will pay standard repatriation allowances for Mr. de Quinto to repatriate to Spain upon retirement, he will continue to receive standard assignment-related allowances and a reduced additional annual payment of \$165,000, effective May 1, 2017, through his retirement date, the Company will make the annual payment for Mr. de Quinto’s security in Spain in February 2018, and Mr. de Quinto’s will receive specified retirement and other benefits under the standard terms and conditions of the plans in which he participates. With respect to annual incentives, if Mr. de Quinto remains employed through December 31, 2017, he will receive an award for 2017, and if Mr. de Quinto remains employed through August 31, 2018, he will receive an award for 2018, prorated for eight months, in each case, under the standard terms of the Performance Incentive Plan. With respect to long-term incentives, Mr. de Quinto will not receive any additional equity grants, all Mr. de Quinto’s outstanding performance share unit awards will be treated according to the existing terms of the equity plans and related agreements and all Mr. de Quinto’s outstanding stock options awards will be exercisable according to the existing terms of the equity plans and related agreements. In connection with the Separation Agreement, on March 20, 2017, Mr. de Quinto entered into a Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality. The foregoing description is qualified in its entirety by the agreements with Mr. de Quinto, a copy of which are attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 8.01. Other Events

As described above, on March 23, 2017, the Company announced a number of senior leadership appointments regarding the Company's Transformation, which will be effective on May 1, 2017, when President and Chief Operating Officer James Quincey becomes Chief Executive Officer. The Company's March 23, 2017 press release with respect to the senior leadership appointments is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

- (d) Exhibits
- 10.1 Letter, dated March 22, 2017, from the Company to Kathy N. Waller.
- 10.2 Separation Agreement and Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality between The Coca-Cola Company and Marcos de Quinto, dated March 20, 2017.
- 99.1 Press Release of The Coca-Cola Company, dated March 23, 2017, regarding senior leadership appointments.

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: March 24, 2017

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



COCA-COLA PLAZA
ATLANTA, GEORGIA

JAMES R. QUINCEY
PRESIDENT & CHIEF OPERATING OFFICER
THE COCA-COLA COMPANY

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

+1-404 676-9980
FAX: +1-404 598-9980

March 22, 2017

Ms. Kathy N. Waller
Atlanta, Georgia

Dear Kathy,

We are delighted to confirm your new position as Executive Vice President, Chief Financial Officer and President Enabling Services, Grade 22, with an effective date of May 1, 2017. You will report to me. The information contained in this letter provides details of your new position.

- Your principal place of assignment will be Atlanta, Georgia.
 - Your annual base salary for your new position will be \$850,000.
 - You will continue to be eligible to participate in the annual Performance Incentive Plan. The target annual incentive for a Job Grade 22 is 125% of annual base salary. The actual amount of an incentive award may vary and is based on individual performance and the financial performance of the Company. Awards are made at the discretion of the Compensation Committee of the Board of Directors based upon recommendations by Senior Management. The plan may be modified from time to time.
 - You will continue to be eligible to participate in The Coca-Cola Company's Long-Term Incentive program. Awards are made at the discretion of the Compensation Committee of the Board of Directors based upon recommendations by Senior Management. You will be eligible to receive long-term incentive awards within guidelines for the job grade assigned to your position and based upon your personal performance, Company performance, and leadership potential to add value to the Company in the future. As a discretionary program, the award timing, frequency, size and mix of award vehicles are variable.
 - You are expected to continue to maintain share ownership pursuant to the Company's share ownership guidelines at a level equal to four times your base salary. You will be asked to provide information in December each year on your progress toward your ownership goal, and that information will be reviewed with the Compensation Committee of the Board of Directors the following February.
 - You will continue to be eligible for the Company's Financial Planning program which provides reimbursement of certain financial planning services, up to \$10,000 at Job Grade 22 annually, subject to taxes and withholding.
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Ms. Kathy N. Waller
March 22, 2017
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- You will continue to be eligible for the Emory Executive Health benefit which includes a comprehensive physical exam and one-on-one medical and lifestyle management consultation.
- This letter is provided as information and does not constitute an employment contract.

Kathy, I feel certain that you will continue to find challenge, satisfaction and opportunity in this role and as we continue our journey during this important time.

Sincerely,

/s/ James R. Quincey

James R. Quincey

c: Executive Compensation
GBS Executive Services

I, **Kathy N. Waller**, accept this offer:

Signature: /s/ Kathy N. Waller

Date: March 22, 2017



COCA-COLA PLAZA
ATLANTA, GEORGIA

JAMES R. QUINCEY
PRESIDENT & CHIEF OPERATING OFFICER
THE COCA-COLA COMPANY

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

+1-404 676-9980
FAX: +1-404 598-9980

March 18, 2017

Marcos de Quinto
The Coca-Cola Company
Atlanta, Georgia

Dear Marcos,

We thank you very much for all of your contributions to the Coca-Cola system. This letter outlines the terms of your separation. All applicable elements of your separation package will be paid under the terms of the relevant policies and plans of The Coca-Cola Company (the "Company").

1. You will step down from your current position as Executive Vice President, Chief Marketing Officer, on April 30, 2017.
 2. You will no longer be on the Executive Committee and will cease to be an Executive Officer effective May 1, 2017 and will not be re-elected as a corporate officer.
 3. As we have discussed, we would like you to continue with the Company as senior creative advisor, through August 31, 2018. In this role, you will continue to work your normal schedule and assist with the transition of your responsibilities and related work as necessary and would resign and retire on August 31, 2018 ("Resignation Date"). The information in this letter assumes that you will continue this work and will sign the enclosed release by April 26, 2017. Otherwise, your separation date will be April 30, 2017.
 4. Your base salary will remain at the current rate until your Resignation Date. You will not receive future increases.
 5. Effective May 1, 2017, your target annual incentive will be 75%.
 6. Upon your retirement, the Company will pay to repatriate you to Spain and will provide you with the standard repatriation allowances pursuant to the Global Mobility Program. Your move must be complete, and all requests for reimbursement received, by November 30, 2018.
 7. While you will continue to receive all standard assignment-related allowances through your Resignation Date, the additional \$300,000 annual payment you have been receiving will be reduced to \$165,000 annually, effective May 1, 2017.
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8. All assignment-related allowances cease upon the effective date of your relocation, but no later than your Resignation Date.
 9. The Company will make the annual payment for your security in Spain in February 2018 as it has in the past.
 10. If you remain employed through December 31, 2017, you will receive an annual incentive award for 2017. The actual payment amount is contingent upon actual Company performance and your performance. Any award will be paid on or about March 15, 2018. Your participation and any award made to you shall be determined by the Compensation Committee. Your annual incentive for 2017 will be prorated between your current role and target level, and your new role and target level effective May 1, 2017.
 11. If you remain employed through August 31, 2018, you will receive an annual incentive award for 2018, prorated for eight months. The actual payment amount is contingent upon actual Company performance and your performance. Any award will be paid on or about March 15, 2019. Your participation and any award made to you shall be determined by the Compensation Committee.
 12. All performance share unit (PSU) awards which you previously have received will be treated according to the terms of The Coca-Cola Company's applicable restricted stock plans and programs as well as your related PSU Agreements. You will be personally liable for paying any taxes owed upon receipt of any award.
 13. All options you previously have received will be exercisable according to the terms of the Company's applicable stock option plans and programs as well as your related Stock Option Grant Agreements. When you exercise your vested stock options, you will be personally liable for paying any taxes owed on such exercises.
 14. You will not receive any additional equity grants.
 15. Your retirement benefits will consist of those benefits you have accrued under the standard terms and conditions of the plans in which you participate and in which benefits are vested as of your Resignation Date, including your benefits under the Mobile Employees Retirement Plan.
 16. You will continue to be reimbursed up to \$10,000 per year in financial planning and related expenses incurred by you annually up through your Resignation Date.
 17. The terms and conditions in this letter are further conditioned upon your signing and adhering to the attached Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality by April 26, 2017 and then signing and adhering to the attached supplemental release and agreement on or within five days following your Resignation Date.
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March 18, 2017
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Please contact Jason Gibbins should you have any additional questions regarding the terms of this letter or the terms of any of the benefit plans.

Sincerely,

/s/ James Quincey

James Quincey
President and Chief Operating Officer

Agreed to and accepted this 20th day of March, 2017.

/s/ Marcos de Quinto _____
Marcos de Quinto

Attachments

cc: Jason Gibbins
Executive Compensation
GBS Executive Services

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

1 . **Release.** In consideration for the opportunity to continue my employment with The Coca-Cola Company (“TCCC”) through August 31, 2018, at which time I hereby voluntarily resign employment, and other good and valuable consideration, I, Marcos de Quinto (“de Quinto”), for myself and my heirs, executors, administrators and assigns, do hereby knowingly, voluntarily and unconditionally release, hold harmless and forever discharge TCCC and its subsidiaries, affiliates, joint ventures, joint venture partners, and benefit plans (collectively with TCCC referred to herein as the “Company”), and their respective current and former directors, officers, administrators, trustees, employees, agents, and other representatives, (collectively with the Company, referred to herein as “Releasees”) from all debts, claims, actions, causes of action (including without limitation claims arising from or in connection with my employment, pay, bonuses, vacation or any other benefits, and/or other terms and conditions of employment or employment practices of Company; claims arising out of or relating to the termination of my employment with the Company or the surrounding circumstances thereof; and any causes of action that I may have under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et seq.; and those federal, state, local, and foreign laws prohibiting employment discrimination based on age, sex, race, color, national origin, religion, disability, veteran or marital status, sexual orientation, or any other protected trait or characteristic, or retaliation for engaging in any protected activity, including without limitation the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. (“ADEA”), as amended by the Older Workers Benefit Protection Act, P.L. 101-433; the Equal Pay Act of 1963, 9 U.S.C. § 206, et seq.; Title VII of The Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; the Family Medical Leave Act; and comparable state, local, and foreign causes of action, whether statutory or common law, including but not limited to all claims related to wrongful discharge, negligence, defamation, tort and contract), suits, dues, sums of money, accounts, reckonings, covenants, contracts, claims for costs or attorneys’ fees, controversies, agreements, promises, and all liabilities of any kind or nature whatsoever, at law, in equity, or otherwise, KNOWN OR UNKNOWN, fixed or contingent, which I (or my heirs, executors, administrators and assigns) ever had, now have, or may have based on facts or events that occur on or prior to the date that I execute this Full and Complete Release and Agreement on Trade Secrets and Confidentiality (“Agreement”).

Further, to the extent permitted by law, I expressly waive any and all rights that I have under any state or local statute, executive order, regulation, common law and/or public policy relating to known and unknown claims based on facts or events occurring on or prior to the date that I execute this Agreement, including but not limited to the New Jersey Conscientious Employee Protection Act (N.J. Sta. Ann. 34:19-1, et seq.); the New Jersey Law Against Discrimination (N.J. Stat. Ann. 10:5-1, et seq.); the New Jersey Family Leave Act; the New Jersey Wage Payment Law; Massachusetts Fair Employment Practices Act (Mass. G.L. 151B); West Virginia Human Rights Act; South Dakota Codified Laws Section 20-7-11; North Dakota Century Code Section 9-13-02; and Section 1542 of the California Civil Code, the latter of which reads as follows: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”** I understand that I am referred to in this statute as the “creditor” and the Company or other Releasees are referred to as the “debtor.” I consciously intend these consequences even as to claims for damages that may exist as of the date I execute this Agreement that I do not know exist, and which, if known, would materially affect my decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

The Company does hereby knowingly, voluntarily and unconditionally release, hold harmless and forever discharge de Quinto from all claims, actions, causes of action arising out of or relating to his employment with the Company. Nothing herein shall release de Quinto from any claims or damages based on violations of the Company's Code of Business Conduct or actions of fraud that occur and/or are discovered by the Company or become known after the date of this Agreement.

I, de Quinto, fully understand and agree that:

- a. this Agreement is in exchange for the opportunity to continue employment through August 31, 2018 and other good and valuable consideration to which I would otherwise not be entitled;
- b. the Company's obligation to pay continued salary and my eligibility to remain employed through August 31, 2018 is subject to and conditioned upon my compliance with the covenants set forth in Sections 2 through 7 of this Agreement. In the event I breach any such covenant, the Company's obligation to pay and my right to receive compensation will automatically terminate, my employment will immediately be terminated, and I shall immediately repay to the Company ninety percent (90%) of any amounts previously paid to me (with the remaining 10% serving as consideration for the release of claims set forth in Section 1 of this Agreement), in each case without limiting my obligations under this Agreement or the Company's other rights and remedies available at law or in equity.
- c. the Company's obligation to pay continued salary and my eligibility to remain employed through August 31, 2018 is subject to and conditioned upon my continuing to perform the duties and responsibilities of my job
- d. I am hereby advised to consult with an attorney before signing this Agreement;
- e. I have 21 days from my receipt of this Agreement within which to consider whether to sign it. I may choose to sign this Agreement before the expiration of the 21-day consideration period, and if I choose to do so, I understand that I do so voluntarily. I agree that changes to this Agreement, whether material or immaterial, will not start the consideration period;
- f. I have seven days following my signature of this Agreement to revoke the Agreement;
- g. this Agreement shall not become effective or enforceable until the revocation period of seven days has expired; and.
- h. the Company agrees to provide me standard repatriation allowances pursuant to its Global Mobility Program contingent upon my signing and not thereafter revoking a Supplemental Full and Complete Release in the form of Attachment C hereto on or within five business days following my last day of employment with Company.

If I choose to revoke this Agreement, I must do so by notifying the Company in writing within the applicable revocation period. This notification must be mailed either first class or certified mail to Executive Services, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313.

Notwithstanding any other provision or paragraph of this Agreement, I understand that by signing this Agreement I do not hereby waive any rights or claims: (i) for unemployment or workers' compensation, (ii) that arise after I sign this Agreement, or (iii) for which private waivers or releases are prohibited by applicable law. In addition, I understand that nothing in this Agreement shall be construed to prevent me from filing or participating in a charge of discrimination filed with the Equal Employment Opportunity Commission ("EEOC") or any similar state or local agency, or a charge with the National Labor Relations Board ("NLRB") or any other governmental agency. I further understand that this Paragraph 1 is not intended to restrict or limit in any way the Protected Rights set forth below in Paragraph 7 of this Agreement. However, by signing this Agreement, I waive the right to recover any monetary damages or relief for any alleged injury personally suffered by me, or attorneys' fees from the Company or the Releasees in any claim, charge, or lawsuit filed by me or any other person or entity. If there is any claim for loss of consortium, or any other similar claim, arising out of or related to my employment or separation of employment with the Company, I will indemnify and hold Releasees harmless from any liability, including costs and expenses (as well as reasonable attorneys' fees) incurred by the Releasees as a result of any such claim. I acknowledge and represent that: (i) I received all compensation due to me as a result of services performed for the Company with receipt of my final paycheck; (ii) I have reported to the Company any and all work-related injuries incurred by me during my employment by the Company; (iii) I have not engaged in any act or omission in violation of the Company's Code of Business Conduct (the "COBC"); and (iv) I have reported to the Company any actual or suspected Code violations. I additionally understand and agree that this Agreement is not and shall not be construed to be an admission of liability of any kind on the part any of the Releasees.

2. Future Cooperation. I covenant and agree that I shall, to the extent reasonably requested in writing, cooperate with and serve in any capacity requested by the Company in any investigation and/or threatened or pending litigation (now or in the future) in which the Company is a party, and regarding which I, by virtue of my employment with the Company, have knowledge or information relevant to said litigation, including, but not limited to (i) meeting with representatives of the Company to provide truthful information regarding my knowledge, (ii) acting as the Company's representative, and (iii) providing, in any jurisdiction in which the Company requests, truthful testimony relevant to said litigation, provided the Company pays me reasonable compensation and reimburses me for reasonable expenses incurred in connection with such cooperation. I understand that this Paragraph 2 is not intended to restrict or limit in any way the Protected Rights set forth in Paragraph 7 of this Agreement.

3. Trade Secrets and Confidential Information. I covenant and agree that I have held and shall continue to hold in confidence all Trade Secrets of the Company that came into my knowledge during my employment by the Company and shall not disclose, publish, or make use of at any time such Trade Secrets for as long as the information remains a Trade Secret. "Trade Secrets" means data or other information relating to the business of the Company protectable as a trade secret under applicable law, including, without limitation, and without regard to form: technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers, vendors, or suppliers which is not commonly known by or available to the public and which information (1) 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 obtain economic value from its disclosure or use and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. For purposes of this Agreement, the term Trade Secret does not include any data or information that has been voluntarily disclosed to the public by the Company (except where such public disclosure has been made by me without authorization) or that has been independently developed and disclosed by others or that otherwise enters the public domain through lawful means. I also covenant and agree that I will hold in confidence all Confidential Information of the Company that came into my knowledge during my employment by the Company and will not disclose, publish, or make use of such Confidential Information for as long as the information remains Confidential Information or the maximum period allowed under applicable law, whichever is longer. "Confidential Information" means data or other information relating to the business of the Company that is or has been disclosed to me or of which I became aware as a consequence of or through my relationship with the Company and which has value to the Company, and is not generally known to the Company's competitors, including but not limited to methods of operation, names of customers, vendors, or suppliers, price lists, financial information and projections, route books, personnel data, and similar information. Confidential Information does not include any data or information that has been voluntarily disclosed to the public by the Company (except where such public disclosure has been made by me without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. I understand that this Paragraph 3 is not intended to restrict or limit in any way the Protected Rights set forth in Paragraph 7 of this Agreement.

4. Return of Materials. I further covenant and agree that I have or shall promptly deliver to the Company all memoranda, notes, records, manuals, or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by me or furnished to me by virtue of my employment with the Company. I shall promptly deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to me by virtue of my employment with the Company.

5. No Publicity. I will not publish any opinion, fact, or material, deliver any lecture or address, participate in the making of any film, radio broadcast, or television transmission, or communicate with any representative of the media relating to the business or affairs of the Company. I understand that nothing in this Agreement: (1) is intended in any way to restrict or limit the Protected Rights set forth in Paragraph 7 of this Agreement or to intimidate, coerce, deter, persuade, or compensate me with respect to providing, withholding, or restricting any communication whatsoever to the extent prohibited by law; (2) shall prevent me from filing an administrative charge with the EEOC or participating in an investigation or proceeding by the EEOC or any other governmental agency; or (3) shall prevent me from providing testimony or evidence if I am subpoenaed or ordered by a court or other governmental authority to do so.

6. **Non-Disparagement.** I agree that I will not make any statement, written or verbal, disparaging the Company in any forum or media, including but not limited to negative references to the Company or its products, packaging, ingredients, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates. I will not engage in any behavior, take any action or make any statement (including social media posts) that brings me into public disrepute, contempt, scandal or ridicule, or that shocks or offends the community or any group or class thereof, or that reflects unfavorably on the Company. I understand that this Paragraph 6 is not intended to restrict or limit in any way the Protected Rights set forth in Paragraph 7 of this Agreement.

7. **Protected Rights.** I understand that nothing in this Agreement is intended to limit my ability to make disclosures or provide information to, or initiate or participate in communications with, the EEOC, the NLRB, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). I further understand that I do not need to notify the Company or seek the Company's prior authorization before making such disclosures or engaging in such communications.

8. **Inventions, Discoveries and Authorship.** I agree to and do hereby assign to the Company, without charge, all my rights, title, and interest in and to any and all inventions and discoveries that I have made or may make, solely or jointly with others, while in the employ of the Company, that (a) relate to or are useful to or may be useful in connection with business of the nature, type or character carried on or contemplated by the Company, or (b) were or are made using the Company's equipment, supplies, facilities, or trade secret information and all my rights, title, and interest in and to any and all Patent Properties (as defined below); and upon request of the Company, whether during or subsequent to my employment with the Company, I will do any and all acts and execute and deliver such instruments as may be deemed by the Company necessary or proper to vest all my rights, title, and interest in and to said inventions, discoveries, and Patent Properties and to secure or maintain such Patent Properties. For the purpose of this agreement, "Patent Properties" shall mean any and all domestic and foreign (i) applications for utility patents, design patents or industrial designs, petty patents, utility models, or Gebrauchsmuster; (ii) as well as any divisions, continuations, or other application claiming the priority of any of the above and covering such inventions and discoveries; (iii) any and all utility patents, design patents or industrial designs, petty patents, utility models, or Gebrauchsmuster granted for such inventions and discoveries; and (iv) any and all reissues, extensions and revivals of any of the above. All necessary and proper expenses in connection with the foregoing will be borne by the Company, and, if I perform services in connection therewith at the Company's request after termination of my employment with the Company, the Company will pay reasonable compensation for such services. Any inventions and discoveries relating to the Company's business made or conceived by me within one year after termination of my employment with the Company will be deemed to be within this provision, unless I can prove that such conception or invention is not based upon or related to any Confidential Information or Trade Secrets, as defined herein, of which I became aware during and pursuant to my employment with the Company. I also assign to the Company, without charge, all my rights, title, and interest in and to all original works of authorship fixed in any tangible form or medium or expression that have been or are prepared by me, solely or jointly with others, within the scope of my employment with the Company. In addition, the Company and I hereby agree that any such original work of authorship that qualifies as a "work made for hire" under the U.S. copyright laws will be a "work made for hire" and will be owned by the Company as to contract formation, interpretation and construction issues, and by the federal patent and copyright laws of the United States as to potential copyright issues.

9 . Non-Competition and Non-Solicitation. I agree that for two years after my employment with the Company ends for any reason whatsoever, I will not, directly or indirectly, except with the prior written consent of the Company: (a) enter into or maintain an employment, contractual, or other relationship to perform the Prohibited Activities (as defined below) in the Territory (as defined below) for or on behalf of any person or business entity that competes with the Business of the Company (as defined below); (b) enter into or maintain an employment, contractual, or other relationship to perform the Prohibited Activities (as defined below) in any geographic area in which the Company did business during my employment, for or on behalf of any Customer (as defined below) of the Company with whom I had material contact during the last two years of my employment with the Company; (c) enter into or maintain an employment, contractual, or other relationship to perform the Prohibited Activities (as defined below) in any geographic area that the Company did business during my employment, for or on behalf of any company listed in Attachment B to this Agreement; (d) solicit or encourage, or attempt to solicit or encourage, directly or by assisting others, any Customer to do business with any person or entity that competes with the business of the Company for purposes of providing services or products that are competitive with those provided by the Company, whether or not the relationship between the Company and such Customer was originally established in whole or in part through my efforts, if the Customer solicited is one with which I had material contact on the Company's behalf during the last two years of my employment with the Company; and/or (e) solicit or encourage, or attempt to solicit or encourage, any person who is an employee of the Company, or who was an employee of the Company at any time during the six-month period immediately preceding the termination of my employment with the Company, and with whom I had contact during the last two years of my employment with the Company, to terminate his or her employment with the Company or to accept employment with any other person or entity.

10. Definitions. For purposes of this Agreement

(a) products or services will be considered competitive with those provided by the Company if the products or services are non-alcoholic beverages, beverage enhancers and related services of the type conducted, authorized, offered or provided by the Company within two years prior to the termination of my employment,

(b) the "Territory" will be defined as the geography described on Attachment A to this Agreement,

(c) the Business of the Company will be the development, production, marketing, sale and distribution of non-alcoholic beverages, beverage enhancers and related services or similar activities conducted, authorized, offered or provided by the Company within two years before the termination of my employment,

(d) the "Prohibited Activities" means the involvement in, development of, or oversight of marketing, innovation, or commercial leadership, strategies, activities or business plans.

(e) "Customer" means anyone who is or was a customer of the Company during my employment with the Company, or is a prospective customer of the Company to whom the Company has made a presentation (or similar offering of services) within the one-year period immediately preceding the termination of my employment with the Company.

11. Governing Law; Forum. I hereby agree that this Agreement, and the rights and obligations established herein, shall be governed and construed in accordance with the laws of the State of Georgia, irrespective of its choice-of-law rules; provided, however, that Section 8 of this Agreement (Inventions, Discoveries and Authorship) is to be governed by and interpreted in accordance with the patent and copyright laws of the United States. I further agree that any litigation regarding this Agreement or the claims released herein that is not subject to the arbitration provisions set forth in Paragraph 12 of this Agreement shall be conducted in a court of competent jurisdiction in the State of Georgia, and I hereby irrevocably consent to the jurisdiction of such courts.

12. Arbitration and Class Action Waiver. I understand and agree that, in the event there is any dispute or claim arising out of or relating to this Agreement or the release of claims set forth in Paragraph 1 of this Agreement (the "Release"), my employment by the Company, my promises or duties owed to the Company or the Company's promises or duties owed to me, including, without limitation, a dispute about the validity, enforceability, or coverage of the Release or the assertion of a claim covered by the Release, all such disputes or claims will be resolved exclusively through a final and binding arbitration on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding ("Class Action Waiver"). Notwithstanding the foregoing, this Paragraph 12 shall not apply to any action seeking injunctive relief arising out of or relating to Paragraph 3 of this Agreement (Trade Secrets and Confidential Information), Paragraph 8 of this Agreement (Inventions, Discoveries and Authorship), and/or Paragraph 9 of this Agreement (Non-Competition and Non-Solicitation). This binding arbitration provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and is not intended to cover claims that cannot by controlling law be required to be arbitrated, nor does it prevent the filing of a complaint with a governmental administrative agency to the extent such complaints are permitted notwithstanding an agreement to arbitrate. Such complaints include, without limitation, those filed with the National Labor Relations Board, Equal Employment Opportunity Commission, and/or the U.S. Department of Labor. I understand and agree that any arbitration proceeding initiated under this agreement will be governed by the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures ("AAA Employment Rules"), and that no other rules or procedures (including AAA's Supplementary Rules for Class Arbitrations) are to be applied to any such proceeding. The AAA Employment Rules, which include an explanation of the process for commencing an arbitration and other rules governing an arbitration, may be found at the AAA's web site, www.adr.org, or by searching for "AAA employment arbitration rules" using an internet search engine such as Google.com. In all cases where required by law, the Company will pay the AAA administrative fees, as well as the Arbitrator's fees and expenses. I understand and agree that I am responsible to pay my own legal fees and expenses associated with any arbitration proceeding, subject to the Arbitrator's authority to award attorney fees, costs or other remedies in accordance with applicable law. A party may apply to a court of competent jurisdiction (i.e., a state court or the United States District Court for the District in which the facility location to which I was last assigned by the Company is located) for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief. Notwithstanding any other clause contained in this Agreement or the AAA Employment Rules, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other issues raised by the dispute between the Company and myself, including without limitation a request for permanent injunctive relief and enforceability of the Agreement, shall be determined by the arbitrator.

13. General Provisions. (i) Entire Agreement. **With the exception of any restrictive covenant agreements I have previously executed, which are not superseded by this Agreement,** this Agreement is the complete understanding between me and the Company in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter to the extent, and only to the extent, this Agreement is inconsistent with the provisions of such prior agreements. I expressly agree that the provisions of any agreement I have previously signed regarding assignment to the Company of all rights in and to certain inventions, discoveries, and original works of authorship relates to a different subject matter, and the provisions of that agreement shall remain enforceable according to its terms and shall not be subject to Section 12 of this Agreement (Arbitration and Class Action Waiver). By signing this Agreement, I acknowledge and affirm that I have not relied upon any representations, promises or agreements of any kind except those set forth herein. (ii) Severability. In the event that any provision of this Agreement should be held to be invalid or unenforceable, each and every other provision of this Agreement shall remain in full force and effect. Further, if any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Agreement to be upheld and enforced to the maximum extent permitted by law. (iii) Successors and Assigns. This Agreement inures to the benefit of the Company and its successors and assigns. (v) Amendment/Waiver. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto.

14. Acknowledgment. I hereby acknowledge and affirm that I have read this Agreement carefully, that I have had a full and reasonable opportunity to consider this Agreement, and that I have not been pressured or in any way coerced, threatened, or intimidated into its execution. I understand that it is my right to have this Agreement reviewed by an attorney of my choosing, and I have been encouraged to do so by the Company. By knowingly and voluntarily signing this Agreement below, I acknowledge and affirm that I fully understand each of this Agreement's terms and conditions, and that I intend to abide by them in every respect.

/s/ Marcos de Quinto

Marcos de Quinto

Date: March 20, 2017

/s/ Bernhard Goepelt

The Coca-Cola Company

Bernhard Goepelt
Senior Vice President, General Counsel and
Chief Legal Officer

Date: March 20, 2017

ATTACHMENT A

1. The following States of the United States.

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming.

2. The following Territories of the United States.

American Samoa, District of Columbia, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands,

3. Canada

4. South America, Asia, Africa, Europe, and Australia and Oceania.

ATTACHMENT B
(Competitors for purposes of Section 9(c))

Prohibited Competitors.

PepsiCo., Inc.

Nestlé

Dr. Pepper Snapple Group, Inc.

Groupe Danone

Kraft Foods Inc.

Unilever

Cott Corporation

ATTACHMENT C
SUPPLEMENTAL FULL AND COMPLETE RELEASE

I, Marcos de Quinto, hereby enter into this Supplemental Full and Complete Release as a condition of my receipt of certain special consideration from The Coca-Cola Company to which I am not otherwise entitled as more particularly described in the FULL AND COMPLETE RELEASE AND AGREEMENT ON TRADE SECRETS AND CONFIDENTIALITY to which this Supplemental Full and Complete Release was attached as Attachment "C."

Release. I, for myself and my heirs, executors, administrators and assigns, do hereby knowingly, voluntarily and unconditionally release, hold harmless and forever discharge TCCC and its subsidiaries, affiliates, joint ventures, joint venture partners, and benefit plans (collectively with TCCC referred to herein as the "Company"), and their respective current and former directors, officers, administrators, trustees, employees, agents, and other representatives, (collectively with the Company, referred to herein as "Releasees") from all debts, claims, actions, causes of action (including without limitation claims arising from or in connection with my employment, pay, bonuses, vacation or any other benefits, and/or other terms and conditions of employment or employment practices of Company; claims arising out of or relating to the termination of my employment with the Company or the surrounding circumstances thereof; and any causes of action that I may have under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et seq.; and those federal, state, local, and foreign laws prohibiting employment discrimination based on age, sex, race, color, national origin, religion, disability, veteran or marital status, sexual orientation, or any other protected trait or characteristic, or retaliation for engaging in any protected activity, including without limitation the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. ("ADEA"), as amended by the Older Workers Benefit Protection Act, P.L. 101-433; the Equal Pay Act of 1963, 9 U.S.C. § 206, et seq.; Title VII of The Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; the Family Medical Leave Act; and comparable state, local, and foreign causes of action, whether statutory or common law, including but not limited to all claims related to wrongful discharge, negligence, defamation, tort and contract), suits, dues, sums of money, accounts, reckonings, covenants, contracts, claims for costs or attorneys' fees, controversies, agreements, promises, and all liabilities of any kind or nature whatsoever, at law, in equity, or otherwise, KNOWN OR UNKNOWN, fixed or contingent, which I (or my heirs, executors, administrators and assigns) ever had, now have, or may have based on facts or events that occur on or prior to the date that I execute this Supplemental Full and Complete Release and Agreement on Trade Secrets and Confidentiality ("Agreement").

Further, I expressly waive any and all rights that I have under any state or local statute, executive order, regulation, common law and/or public policy relating to known and unknown claims based on facts or events occurring on or prior to the date that I execute this Agreement, including but not limited to the New Jersey Conscientious Employee Protection Act (N.J. Sta. Ann. 34:19-1, et seq.); the New Jersey Law Against Discrimination (N.J. Stat. Ann. 10:5-1, et seq.); the New Jersey Family Leave Act; the New Jersey Wage Payment Law; Massachusetts Fair Employment Practices Act (Mass. G.L. 151B); West Virginia Human Rights Act; South Dakota Codified Laws Section 20-7-11; North Dakota Century Code Section 9-13-02; and Section 1542 of the California Civil Code, the latter of which reads as follows: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”** I understand that I am referred to in this statute as the “creditor” and the Company or other Releasees are referred to as the “debtor.” I consciously intend these consequences even as to claims for damages that may exist as of the date I execute this Agreement that I do not know exist, and which, if known, would materially affect my decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

- a. I am hereby advised to consult with an attorney before signing this Agreement;
- b. I have 21 days from my receipt of this Agreement within which to consider whether to sign it. I may choose to sign this Agreement before the expiration of the 21-day consideration period, and if I choose to do so, I understand that I do so voluntarily. I agree that changes to this Agreement, whether material or immaterial, will not start the consideration period;
- c. I have seven days following my signature of this Agreement to revoke the Agreement; and
- d. this Agreement shall not become effective or enforceable until the revocation period of seven days has expired.

If I choose to revoke this Agreement, I must do so by notifying the Company in writing within the applicable revocation period. This notification must be mailed either first class or certified mail to Executive Services, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313.

Notwithstanding any other provision or paragraph of this Agreement, I understand that by signing this Agreement I do not hereby waive any rights or claims: (i) for unemployment or workers’ compensation, (ii) that arise after I sign this Agreement, or (iii) for which private waivers or releases are prohibited by applicable law. In addition, I understand that nothing in this Agreement shall be construed to prevent me from filing or participating in a charge of discrimination filed with the Equal Employment Opportunity Commission (“EEOC”) or any similar state or local agency, or a charge with the National Labor Relations Board (“NLRB”) or any other governmental agency. I further understand that this Paragraph 1 is not intended to restrict or limit in any way the Protected Rights set forth below in Paragraph 7 of this Agreement. However, by signing this Agreement, I waive the right to recover any monetary damages or relief for any alleged injury personally suffered by me, or attorneys’ fees from the Company or the Releasees in any claim, charge, or lawsuit filed by me or any other person or entity. If there is any claim for loss of consortium, or any other similar claim, arising out of or related to my employment or separation of employment with the Company, I will indemnify and hold Releasees harmless from any liability, including costs and expenses (as well as reasonable attorneys’ fees) incurred by the Releasees as a result of any such claim. I acknowledge and represent that: (i) I received all compensation due to me as a result of services performed for the Company with receipt of my final paycheck; (ii) I have reported to the Company any and all work-related injuries incurred by me during my employment by the Company; (iii) I have not engaged in any act or omission in violation of the Company’s Code of Business Conduct (the “COBC”); and (iv) I have reported to the Company any actual or suspected Code violations. I additionally understand and agree that this Agreement is not and shall not be construed to be an admission of liability of any kind on the part any of the Releasees.

1. Arbitration and Class Action Waiver. I understand and agree that, in the event there is any dispute or claim arising out of or relating to this Agreement or the release of claims set forth in Paragraph 1 of this Agreement (the “Release”), my employment by the Company, my promises or duties owed to the Company or the Company’s promises or duties owed to me, including, without limitation, a dispute about the validity, enforceability, or coverage of the Release or the assertion of a claim covered by the Release, all such disputes or claims will be resolved exclusively through a final and binding arbitration on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding (“Class Action Waiver”). Notwithstanding the foregoing, this Paragraph 12 shall not apply to any action seeking injunctive relief arising out of or relating to Paragraph 3 (Trade Secrets and Confidential Information), Paragraph 8 (Inventions, Discoveries and Authorship), and/or Paragraph 9 (Non-Competition and Non-Solicitation) of the FULL AND COMPLETE RELEASE AND AGREEMENT ON TRADE SECRETS AND CONFIDENTIALITY to which this Agreement was an Attachment. This binding arbitration provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and is not intended to cover claims that cannot by controlling law be required to be arbitrated, nor does it prevent the filing of a complaint with a governmental administrative agency to the extent such complaints are permitted notwithstanding an agreement to arbitrate. Such complaints include, without limitation, those filed with the National Labor Relations Board, Equal Employment Opportunity Commission, and/or the U.S. Department of Labor. I understand and agree that any arbitration proceeding initiated under this agreement will be governed by the American Arbitration Association’s Employment Arbitration Rules and Mediation Procedures (“AAA Employment Rules”), and that no other rules or procedures (including AAA’s Supplementary Rules for Class Arbitrations) are to be applied to any such proceeding. The AAA Employment Rules, which include an explanation of the process for commencing an arbitration and other rules governing an arbitration, may be found at the AAA’s web site, www.adr.org, or by searching for “AAA employment arbitration rules” using an internet search engine such as Google.com. In all cases where required by law, the Company will pay the AAA administrative fees, as well as the Arbitrator’s fees and expenses. I understand and agree that I am responsible to pay my own legal fees and expenses associated with any arbitration proceeding, subject to the Arbitrator’s authority to award attorney fees, costs or other remedies in accordance with applicable law. A party may apply to a court of competent jurisdiction (i.e., a state court or the United States District Court for the District in which the facility location to which I was last assigned by the Company is located) for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief. Notwithstanding any other clause contained in this Agreement or the AAA Employment Rules, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other issues raised by the dispute between the Company and myself, including without limitation a request for permanent injunctive relief and enforceability of the Agreement, shall be determined by the arbitrator.

2. **General Provisions.** (i) Entire Agreement. **With the exception of any restrictive covenant agreements I have previously executed, and the Full and Complete Release and Agreement on Trade Secrets and Confidentiality I executed on [insert date], which are not superseded by this Agreement,** this Agreement is the complete understanding between me and the Company in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter to the extent, and only to the extent, this Agreement is inconsistent with the provisions of such prior agreements. I expressly agree that the provisions of any agreement I have previously signed regarding assignment to the Company of all rights in and to certain inventions, discoveries, and original works of authorship relates to a different subject matter, and the provisions of that agreement shall remain enforceable according to its terms and shall not be subject to Section 12 of this Agreement (Arbitration and Class Action Waiver). By signing this Agreement, I acknowledge and affirm that I have not relied upon any representations, promises or agreements of any kind except those set forth herein. (ii) Severability. In the event that any provision of this Agreement should be held to be invalid or unenforceable, each and every other provision of this Agreement shall remain in full force and effect. Further, if any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Agreement to be upheld and enforced to the maximum extent permitted by law. (iii) Successors and Assigns. This Agreement inures to the benefit of the Company and its successors and assigns. (v) Amendment/Waiver. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto.

3. **Acknowledgment.** I hereby acknowledge and affirm that I have read this Agreement carefully, that I have had a full and reasonable opportunity to consider this Agreement, and that I have not been pressured or in any way coerced, threatened, or intimidated into its execution. I understand that it is my right to have this Agreement reviewed by an attorney of my choosing, and I have been encouraged to do so by the Company. By knowingly and voluntarily signing this Agreement below, I acknowledge and affirm that I fully understand each of this Agreement's terms and conditions, and that I intend to abide by them in every respect.

Marcos de Quinto

Date: _____

Terms of Special Rights under the LTI Programs

The following modifications to outstanding awards shall apply to employees meeting all eligibility criteria of the Special Equity Program and/or the applicable LTI Program agreements:

	Treatment
Vested Stock Options	Eligible employees have 4 years from termination date, or up to the option's original expiration date, (whichever is earlier) to exercise vested options except as otherwise required by applicable law.
Unvested Stock Options	-Eligible employees' unvested options (held at least 12 months) will continue to vest for 4 years after termination, with such vesting schedule as originally set forth in the terms of the grant and applicable agreement, except as otherwise required by applicable law. -Once vested, options must be exercised before the earlier of (i) 4 years from termination date, or (ii) the option's original expiration date, except as otherwise required by applicable law. -Options held less than 12 months are forfeited.
Performance Share Units (PSUs)	- Eligible employees' PSUs held at least 12 months will be prorated based on the number of months of service from the start of the performance period until the termination date, except as otherwise required by applicable law. A prorated number of PSUs, based on months of service during performance period and certified performance, will be released after the original holding period ends. Employee shall receive credit for full month of service as long as employee worked at least one day during that month. -PSUs held less than 12 months are forfeited
Performance Cash	- Eligible employees' Performance Cash awards held at least 12 months will be prorated based on the number of months of service from the start of the performance period until the termination date, except as otherwise required by applicable law. A prorated award, based on months of service during performance period and certified performance, will be released after the original holding period ends. Employee shall receive credit for full month of service as long as employee worked at least one day during that month. -Performance Cash awards held less than 12 months are forfeited
Restricted Stock Units (RSUs) and Restricted Stock	-RSUs and Restricted Stock will continue to vest for up to 4 years from date of termination, with such vesting schedule as originally set forth in the terms of the grant and the applicable agreement, except as otherwise required by applicable law. -Restricted Stock awards with original terms and conditions that result in forfeiture if the employee terminates for any reason other than death, disability or voluntary retirement are exempt from the Special Equity Program and special treatment hereunder. These awards result in forfeiture if the employee terminates involuntarily for any reason, other than death or disability, regardless of age and service.

All other terms and conditions of the equity plans and agreements continue to apply, including, but not limited to, the provisions related to prohibited transactions.

News Release

THE COCA-COLA COMPANY ANNOUNCES SENIOR LEADERSHIP APPOINTMENTS

Creates New Chief Growth Officer Role

Elevates Innovation and Information Technology Functions

Three Senior Functional Leaders Announce Retirements

ATLANTA, March 23, 2017 – The Coca-Cola Company today announced a number of senior leadership appointments to drive its ongoing transformation into a growth-oriented, consumer-centered, total beverage company. Key changes, which will be effective when President and COO James Quincey becomes Chief Executive Officer on May 1, include:

- Combining Global Marketing, Customer and Commercial Leadership, and Strategy into one combined function under the leadership of a new **Chief Growth Officer** to drive growth across five strategic beverage categories.
- Appointing a **Chief Innovation Officer** to elevate Global Research & Development into a standalone innovation function reporting directly to the CEO. This represents the increased importance of innovation to the company's growth plans.
- Positioning the **Information Technology** function as a direct report to the CEO given the importance of digitization as a growth enabler for the company's business.
- Combining key global transactional and expertise services into an expanded and reconstituted **Integrated Services** organization that will primarily focus on financial, procurement and associate shared services.

"Today's organizational announcement is another building block in our company's transformational journey," Quincey said. "We are moving quickly to structure our organization for faster growth and to ensure we can respond to the fast-changing needs of our consumers, customers, system and associates around the world. Each of the leaders named today is highly capable and understands our clear mandate for change, and I look forward to partnering with them as we transform our business for the future."

The changes support work already under way to create a leaner, more agile corporate organization that is focused on strategy, governance and vital strategic initiatives, such as innovation and portfolio growth through leading brands and categories. They also follow changes made by Quincey to the company's international operations leadership team last year.

Senior Leadership Appointments

Leaders assuming new or expanded responsibility in the organization and reporting directly to Quincey, effective May 1, include:

Francisco Crespo, who currently serves as President of the Mexico business unit, will fill the newly created role of Chief Growth Officer. A 28-year company veteran, Crespo will lead the company's global marketing, corporate strategy, and customer and commercial leadership teams to create a consolidated team with a clear mandate for driving global growth. This role will lead the evolving category cluster model focused around five beverage categories: sparkling, juice/dairy/plant-based, tea and coffee, water and enhanced waters and energy. **Julie Hamilton**, Chief Customer and Commercial Leadership Officer, and the Corporate Strategy and Planning and Global Marketing leadership teams will report to the Chief Growth Officer.



Crespo is uniquely qualified for this role, having successfully led the expansion of Coca-Cola's total beverage portfolio in each of the key Latin America markets where he has worked. Since 2013, he has overseen the continued expansion of products and brands in Mexico, which is one of the company's most important international business units.

To read Crespo's biography, click [here](#).



Robert Long, currently Vice President, Research and Development, will become a direct report to the CEO as Chief Innovation Officer. This move is indicative of Coca-Cola's increased focus on accelerating the growth of its consumer-centric brand portfolio with hundreds of new products and continued innovation in beverages, packaging, ingredients and other areas of the business around the world.

To read Long's biography, click [here](#).

Barry Simpson, currently Senior Vice President and Chief Information Officer, will remain in his role but be elevated as a direct report to the CEO to increase visibility and focus on efforts to digitize all aspects of the company's business. Barry became CIO last fall and oversees all of the company's global information technology strategy, services and operations.



To read Simpson's biography, click [here](#).



Kathy Waller, currently Executive Vice President and Chief Financial Officer, will assume expanded responsibility for the company's strategic governance areas as Executive Vice President, Chief Financial Officer and President, Enabling Services. In addition to the Global Finance organization, the Global Technical team led by **Dr. Ed Hays**, a newly created Integrated Services team, which will be led by **Robin Moore**, and a new Business Transformation team to be led by **Mark Eppert** will report to Waller. The Integrated Services team will focus on financial, procurement and associate shared services while the Business Transformation team will be responsible for driving the changes needed to implement the company's new operating model, including productivity and zero-based work.

Moore, currently Chief of Internal Audit, joined the company in 1995 and has held numerous roles of increasing responsibility within the Finance organization. She led the establishment of the company's global finance shared service capability within the company's Global Business Services (GBS) organization. She will replace **Ann Taylor**, currently President of GBS, who will retire from the company after a successful 32-year career. Taylor's leadership in the formation and growth of the GBS organization since 2009 has been instrumental in creating the foundation to expand shared services capabilities through a new Integrated Services organization.

Eppert, who currently serves as Chief Financial and Supply Chain Officer for Coca-Cola North America, will join Waller's team to lead Global Business Transformation. With nearly 25 years of Coca-Cola experience, Eppert is uniquely qualified for his new role having held key leadership positions in Coca-Cola Refreshments and in the North America business unit, including Foodservice and On-Premise, the Sparkling Category business unit and the Columbus, Ohio Syrup Branch. **Brent Hastie**, currently Senior Vice President, Corporate Strategy and Planning, will succeed Eppert as Chief Financial and Supply Chain Officer for Coca-Cola North America. Hastie joined the company in 2006 and has held numerous finance, strategy, commercial and brand leadership roles in Corporate, Coca-Cola Refreshments and the North America Group. He will report to Sandy Douglas, Executive Vice President and President, Coca-Cola North America.

To read Waller's biography, click [here](#).

Jennifer Mann, currently Chief of Staff to Quincey, will become Chief People Officer. Coca-Cola's long-term growth and success is dependent on investing in and developing its people and strengthening the talent pipeline. Mann will lead efforts to drive cultural change throughout the organization and will continue to serve as Quincey's Chief of Staff.



To read Mann's biography, click [here](#).



Bea Perez, currently Vice President and Chief Sustainability Officer, will become Chief Public Affairs, Communications and Sustainability Officer. In this new role, Perez will leverage the important external stakeholder work done in Public Affairs and Communications, sustainability and partnerships in a more strategic, integrated and holistic way.

To read Perez's biography, click [here](#).

Senior Leadership Retirements

In addition to today's appointments, three long-time senior functional leaders have chosen to retire from the company. Each will assist in the transition of their functions and serve as advisers to Quincey until their retirements.

Marcos de Quinto, Executive Vice President and Chief Marketing Officer, will retire after a nearly 35-year Coca-Cola career. De Quinto moved to Atlanta to assume the CMO position in January 2015 and has been responsible for a resurgence in the quality of Coca-Cola advertising, including the successful One Brand marketing strategy, global “Taste the Feeling” campaign and new visual identity system for Trademark Coca-Cola launched last year, as well as a full-scale, global relaunch of Fanta rolling out this year. De Quinto also led work to improve marketing productivity, which enabled significant reinvestments in marketing spend and supporting results in the company’s growth.



To read de Quinto’s biography, click [here](#).



Ceree Eberly, Senior Vice President and Chief People Officer, will retire after a 27-year Coca-Cola career. Since becoming Chief People Officer in 2009, Eberly has led significant improvements in the company’s people and talent processes, including the recent launch of a new Performance Enablement system and ongoing enhancements to training and retention programs for top talent in the company’s leadership pipeline.

To read Eberly’s biography, click [here](#).

Clyde Tuggle, Senior Vice President and Chief Public Affairs and Communications Officer, will retire after a 28-year Coca-Cola career. Since assuming his current position in 2009, he has brought a new way of thinking to the Public Affairs and Communications function, driving increased proactive engagement with a wide array of external stakeholders around the world. Among his many accomplishments in Public Affairs, Tuggle put in place a strong, connected global Public Affairs and Communications leadership team, and built the company’s social and digital capability and presence, including the creation of Coca-Cola Journey, the company’s award-winning online digital magazine.



To read Tuggle’s biography, click [here](#).

“We enter this next chapter of our history on the shoulders of so many great leaders who have come before us,” Quincey continued. “We are grateful to Marcos, Ceree and Clyde for their nearly 90 years of combined service to the company, and we salute their legacy of strong leadership and wise counsel. We wish them each the best as they retire.”

About The Coca-Cola Company

The Coca-Cola Company (NYSE: KO) is the world's largest beverage company, refreshing consumers with more than 500 sparkling and still brands and nearly 3,900 beverage choices. Led by Coca-Cola, one of the world's most valuable and recognizable brands, our company's portfolio features 21 billion-dollar brands, 19 of which are available in reduced-, low- or no-calorie options. Our billion-dollar brands include Diet Coke, Coca-Cola Zero, Fanta, Sprite, Dasani, vitaminwater, Powerade, Minute Maid, Simply, Del Valle, Georgia and Gold Peak. Through the world's largest beverage distribution system, we are the No. 1 provider of both sparkling and still beverages. More than 1.9 billion servings of our beverages are enjoyed by consumers in more than 200 countries each day. With an enduring commitment to building sustainable communities, our company is focused on initiatives that reduce our environmental footprint, create a safe, inclusive work environment for our associates, and enhance the economic development of the communities where we operate. Together with our bottling partners, we rank among the world's top 10 private employers with more than 700,000 system associates. For more information, visit Coca-Cola Journey at www.coca-colacompany.com, follow us on Twitter at twitter.com/CocaColaCo, visit our blog, Coca-Cola Unbottled, at www.coca-colablog.com or find us on LinkedIn at www.linkedin.com/company/the-coca-cola-company.

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