

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2003

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 1-2217

*The Coca-Cola Company*

(Exact name of Registrant as specified in its charter)

**DELAWARE**  
(State or other jurisdiction of  
incorporation or organization)

**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**

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class

Name of each exchange on which registered

COMMON STOCK, \$0.25 PAR VALUE

NEW YORK STOCK EXCHANGE

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the common equity held by non-affiliates of the Registrant (assuming for these purposes, but without conceding, that all executive officers and Directors are "affiliates" of the Registrant) as of June 30, 2003, was \$99,406,380,686 (based on the closing sale price of the Registrant's Common Stock on that date as reported on the New York Stock Exchange).

The number of shares outstanding of the Registrant's Common Stock as of February 23, 2004 was 2,445,264,403.

**DOCUMENTS INCORPORATED BY REFERENCE**

**Portions of the Company's Proxy Statement for the Annual Meeting of Share Owners to be held on April 21, 2004, are incorporated by reference in Part III.**

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## PART I

### ITEM 1. BUSINESS

The Coca-Cola Company is the largest manufacturer, distributor and marketer of nonalcoholic beverage concentrates and syrups in the world. Finished beverage products bearing our trademarks, sold in the United States since 1886, are now sold in more than 200 countries and include the leading soft drink products in most of these countries. In this report, the terms "Company," "we," "us" or "our" mean The Coca-Cola Company and all subsidiaries included in our consolidated financial statements.

Our business is nonalcoholic beverages—principally carbonated soft drinks, but also a variety of noncarbonated beverages. We manufacture beverage concentrates and syrups, as well as some finished beverages, which we sell to bottling and canning operations, distributors, fountain wholesalers and some fountain retailers. We also produce, market and distribute juices and juice drinks and certain water products. In addition, we have ownership interests in numerous bottling and canning operations.

We were incorporated in September 1919 under the laws of the State of Delaware and succeeded to the business of a Georgia corporation with the same name that had been organized in 1892.

Our Company is one of numerous competitors in the commercial beverages market. Of the approximately 50 billion beverage servings of all types consumed worldwide every day, beverages bearing our trademarks ("Company Trademark Beverages") account for more than 1.2 billion.

We believe that our success depends on our ability to connect with consumers by creating brands they love. It further depends on the capacity of our people, together with our bottling partners, to find new and appealing ways to deliver those brands to thirsty people everywhere. Our Company has adopted an approach to its business that is based on the following strategic priorities:

- Accelerate carbonated soft-drink growth, led by Coca-Cola
- Selectively broaden our family of beverage brands to drive profitable growth
- Grow system profitability and capability together with our bottling partners
- Serve customers with creativity and consistency to generate growth across all channels
- Direct investments to highest-potential areas across markets
- Drive efficiency and cost effectiveness everywhere

The Company's operating structure includes the following operating segments, the first five of which are also sometimes referred to as strategic business units:

- North America
- Africa
- Asia
- Europe, Eurasia and Middle East
- Latin America

This structure is the basis for our Company's internal financial reporting. The North America segment includes the United States, Canada and Puerto Rico. During the first quarter of 2002, the Egypt Region was reclassified from the Europe, Eurasia and Middle East segment to the Africa segment.

At the date of this report, the heads of the strategic business units are as follows: Donald R. Knauss (North America), Alexander B. Cummings, Jr. (Africa), Mary E. Minnick (Asia), A.R.C. "Sandy" Allan (Europe, Eurasia and Middle East) and José Octavio Reyes (Latin America). See "Item X.—Executive Officers of the

Company." The heads of the strategic business units report to Steven J. Heyer, President and Chief Operating Officer of the Company. Steven J. Heyer reports to Douglas N. Daft, Chairman of the Board of Directors and Chief Executive Officer of the Company.

Except to the extent that differences between operating segments are material to an understanding of our business taken as a whole, the description of our business in this report is presented on a consolidated basis.

In the following table, prior period amounts have been reclassified to conform to the current period presentation. Unless we indicate otherwise, all references in this report to "\$" mean U.S. dollars. Information about our Company's operations for the years ended December 31, 2003, 2002 and 2001, by operating segment, is as follows (in millions, except percentages):

	North America	Africa	Asia	Europe, Eurasia & Middle East	Latin America	Corporate	Consolidated
<b>Net operating revenues</b>							
<b>2003</b>	<b>\$ 6,344</b>	<b>\$ 827</b>	<b>\$ 5,052</b>	<b>\$ 6,556</b>	<b>\$ 2,042</b>	<b>\$ 223</b>	<b>\$ 21,044</b>
2002	6,264	684	5,054	5,262	2,089	211	19,564
2001	5,729	633	4,861	3,961	2,181	180	17,545
<b>Operating income</b>							
<b>2003</b>	<b>1,198</b>	<b>249</b>	<b>1,690</b>	<b>1,908</b>	<b>970</b>	<b>(794)</b>	<b>5,221</b>
2002	1,494	224	1,820	1,612	1,033	(725)	5,458
2001	1,480	276	1,763	1,461	1,094	(722)	5,352
<b>Income before income taxes and cumulative effect of accounting change</b>							
<b>2003</b>	<b>1,242</b>	<b>249</b>	<b>1,740</b>	<b>1,921</b>	<b>975</b>	<b>(632)</b>	<b>5,495</b>
2002	1,515	187	1,848	1,540	1,081	(672)	5,499
2001	1,472	262	1,808	1,413	1,279	(564)	5,670
Unit case volume growth rate (2003 vs. 2002)	2%	5%	4%	5%	4%	—	4%

For additional financial information about our operating segments and geographic areas, refer to Notes 1 and 19 to the Consolidated Financial Statements set forth in Part II, Item 8 of this report, incorporated herein by reference.

Our Company manufactures and sells beverage concentrates (sometimes referred to as beverage bases) and syrups, including fountain syrups. We also manufacture and sell some finished beverages, both carbonated and noncarbonated, including certain juice and juice-drink products and water products.

As used in this report:

- "concentrates" means flavoring ingredients used to prepare beverage syrups or finished beverages, not including sweeteners;
- "syrups" means the beverage ingredients produced by combining concentrate, sweetener and added water;
- "fountain syrups" means syrups that are sold to fountain retailers, such as restaurants, who use dispensing equipment to mix the syrups with carbonated or noncarbonated water at the time of purchase to produce finished beverages that are served to customers in cups or glasses for immediate consumption;
- "soft drinks" means nonalcoholic carbonated beverages containing flavorings and sweeteners, excluding, among others, waters, flavored waters, juices and juice drinks, sports drinks, teas and coffees; and
- "noncarbonated beverages" means nonalcoholic noncarbonated beverages including, but not limited to, waters, flavored waters, juices and juice drinks, sports drinks, teas and coffees.

We sell the concentrates and syrups for bottled and canned beverages to authorized bottling and canning operations. In addition to concentrates and syrups for soft drink products and flavored noncarbonated beverages, we also sell concentrates for purified water products such as Dasani to authorized bottling operations.

Authorized bottlers or canners either combine our syrup with carbonated water or combine our concentrate with sweetener, water and carbonated water to produce finished soft drinks. The finished soft drinks are packaged in authorized containers bearing our trademarks—such as cans, refillable and non-refillable glass and plastic bottles ("bottle/can products")—and are then sold to retailers ("bottle/can retailers") or, in some cases, wholesalers.

For our fountain products in the United States, we manufacture fountain syrups and sell them to authorized fountain wholesalers and some fountain retailers. For fountain retailers that have multiple outlets such as quick serve restaurants, often called "chain" accounts, we typically sell fountain syrups to the chain retailers directly, with fountain wholesalers or bottlers delivering and billing on our behalf for a fee. For fountain retailers that are not part of a chain, the retailers typically purchase fountain syrups from fountain wholesalers (including certain bottlers) that purchase the syrups from our Company. These wholesalers are authorized to sell the Company's fountain syrups by a non-

exclusive appointment from us that neither restricts us in setting the prices at which we sell fountain syrups to the wholesaler, nor restricts the territory in which the wholesaler may resell in the United States. Outside the United States, fountain syrups typically are manufactured by authorized bottlers from concentrates sold to them by the Company. The bottlers then typically sell the fountain syrups to wholesalers or directly to fountain retailers.

Finished beverages manufactured by us include a variety of carbonated and noncarbonated beverages. Most of these finished beverages are sold by us to authorized bottlers or distributors, who in turn sell these products to retailers or, in some cases, wholesalers. Both directly and through a network of business partners, including certain Coca-Cola bottlers, Company-manufactured juice and juice-drink products and certain water products are sold by us to retailers and wholesalers in the United States and numerous other countries.

The Company's beverage products include bottled and canned beverages produced by independent and Company-owned bottling and canning operations, as well as concentrates, syrups and some non-ready-to-drink powder products. Our beverage products include Coca-Cola, Coca-Cola classic, caffeine free Coca-Cola, caffeine free Coca-Cola classic, diet Coke (sold under the trademark Coca-Cola light in many countries other than the United States), caffeine free diet Coke, diet Coke with lemon, diet Coke with lime, Vanilla Coke, diet Vanilla Coke, Cherry Coke, diet Cherry Coke, Fanta brand soft drinks, Sprite, diet Sprite (sold under the trademark Sprite light in many countries other than the United States), Sprite Remix, Mr. Pibb, Mello Yello, TAB, Fresca, Barq's root beer and other flavors, Citra, POWERade, Minute Maid flavors, Aquarius, Sokenbicha, Ciel, Bonaqa, Bonaqua, Dasani, Lift, Thums Up, Kinley, Pop, Eight O'Clock, Qoo and other products developed for specific countries, including Georgia brand ready-to-drink coffees, and numerous other brands. In many countries (excluding the United States, among others), our Company's beverage products also include Schweppes, Canada Dry, Dr Pepper and Crush. Our Company produces, distributes and markets juice and juice-drink products, including Minute Maid juices and juice drinks, Simply Orange orange juice, Odwalla super premium juices and drinks, Five Alive refreshment beverages, Bacardi tropical fruit mixers (manufactured and marketed under a license from Bacardi & Company Limited), and Hi-C ready-to-serve fruit drinks. Beverage Partners Worldwide, the Company's 50%-owned joint venture with Nestlé S.A., markets ready-to-drink teas and coffees in certain countries. Our Company is the exclusive master distributor of Evian bottled water in the United States and Canada. In addition, CCDA Waters, L.L.C., a 51%-owned consolidated subsidiary, markets Dannon, Sparklets and other water brands in the United States under a license from Groupe Danone.

Consumer demand determines the optimal menu of Company product offerings. Consumer demand can vary from one locale to another and can change over time within a single locale. Employing our business strategy, and with special focus on Coca-Cola, our Company seeks to build its existing brands and, at the same

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time, to broaden its historical family of brands, products and services in order to create and satisfy consumer demand locale by locale.

Our Company introduced a variety of new brands and products during 2003. Among numerous examples, Vanilla Coke and diet Vanilla Coke were introduced into more than 50 countries during the year. Sprite Remix was rolled out in the United States in May, followed by Barq's Floatz in select U.S. markets in June. In addition, extensions of the Sprite brand also were introduced in other countries, including Sprite Ice in Canada, Belgium and Hong Kong; a similar formulation called Sprite ICE in Australia; Sprite Ice Blue in Italy; and Sprite Super Lemon in Hong Kong. In the United States, other new products included Minute Maid Premium Heart Wise, an orange juice product with plant sterols to help reduce cholesterol; Minute Maid Limeade; and Swerve, a milk-based beverage. In Argentina, we launched Nativa, a natural soft drink flavored with the yerba mate herb. Kuat with Orange, the latest extension of the popular Kuat line of guaraná beverages, was introduced in Brazil. Dasani, one of our leading bottled water brands, was rolled out in Ghana and Kenya.

During 2003, we acquired certain brands or license rights for brands. Among others, these included the Cosmos brands in the Philippines, the Multivita spring water brand in Poland, the Neverfail Springwater trademark in Australia, the Chaudfontaine water brand in Belgium and the Valpre water trademark in South Africa.

Our Company measures sales volume in two ways: (1) gallons and (2) unit cases of finished products. "Gallons" is a unit of measurement for concentrates, syrups, beverage bases, finished beverages and powders (in all cases, expressed in equivalent gallons of syrup) for all beverage products which are reportable as unit case volume. Most of our revenues are based on this measure of primarily "wholesale" activity. We also measure volume in unit cases. As used in this report, "unit case" means a unit of measurement equal to 192 U.S. fluid ounces of finished beverage (24 eight-ounce servings); and "unit case volume" of the Company means the number of unit cases (or unit case equivalents) of Company trademark or licensed beverage products directly or indirectly sold by the Coca-Cola bottling system or by the Company to customers. This volume primarily consists of beverage products bearing Company trademarks. Also included in unit case volume are certain products licensed to our Company or owned by Coca-Cola system bottlers, for which our Company provides marketing support and derives profit from the sales. Such products licensed to our Company or owned by Coca-Cola system bottlers account for a minimal portion of total unit case volume. Although most of our Company's revenues are not based directly on unit case volume, we believe unit case volume is one of the measures of the underlying strength of the Coca-Cola business system because it measures trends at the consumer level.

In 2003, concentrates and syrups for beverages bearing the trademark "Coca-Cola" or including the trademark "Coke" accounted for approximately 56% of the Company's total gallon sales.

In 2003, gallon sales in the United States ("U.S. gallon sales") represented approximately 28% of the Company's worldwide gallon sales. Approximately 60% of U.S. gallon sales for 2003 was attributable to sales of beverage concentrates and syrups to approximately 80 authorized bottler ownership groups in approximately 394 licensed territories. Those bottlers prepare and sell finished beverages bearing our trademarks for the food store and vending machine distribution channels and for other distribution channels supplying home and immediate consumption. Approximately 32% of 2003 U.S. gallon sales was attributable to fountain syrups sold to fountain retailers and to approximately 640 authorized fountain wholesalers, some of which are authorized bottlers. The remaining approximately 8% of 2003 U.S. gallon sales was attributable to sales by the Company of finished beverages, including juice and juice-drink products and certain water products. Coca-Cola Enterprises Inc., including its bottling subsidiaries and divisions ("CCE"), accounted for approximately 51% of the Company's U.S. gallon sales in 2003. At December 31, 2003, our Company held an ownership interest of approximately 37% in CCE, which is the world's largest bottler of Company Trademark Beverages.

In 2003, gallon sales outside the United States represented approximately 72% of the Company's worldwide gallon sales. The countries outside the United States in which our gallon sales were the largest in 2003 were Mexico, Brazil, Japan and Germany, which together accounted for approximately 25% of our worldwide gallon

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sales. Approximately 91% of non-U.S. unit case volume for 2003 was attributable to sales of beverage concentrates and syrups to authorized bottlers in approximately 544 licensed territories, together with sales by the Company of finished beverages other than juice and juice-drink products. Approximately 6% of 2003 non-U.S. unit case volume was attributable to fountain syrups. The remaining approximately 3% of 2003 non-U.S. unit case volume was attributable to juice and juice-drink products.

In addition to conducting our own independent advertising and marketing activities, we may provide promotional and marketing services and/or funds and consultation to our bottlers. In most cases we do this on a discretionary basis, under the terms of commitment letters or agreements, even though we are not obligated to do so under the terms of the bottling or distribution agreements between our Company and the bottlers. Also on a discretionary basis, in most cases, the Company may develop and introduce new products, packages and equipment to assist its bottlers. Likewise, in many instances we provide promotional and marketing services and/or funds and/or dispensing equipment and repair services to fountain and bottle/can retailers, typically pursuant to marketing agreements. The aggregate amount of funds provided by our Company to bottlers, resellers, vendors or customers of our Company's products, principally including participation in sales promotion programs and volume-based incentives, was approximately \$3.7 billion in 2003.

The profitability of our business outside the United States is subject to many factors, including governmental laws, regulations and monetary policies; competitive, economic and political conditions in the countries in which our business is conducted; and the risk of changes in currency exchange rates and regulations.

### ***Bottler's Agreements and Distribution Agreements***

Separate contracts ("Bottler's Agreements") exist between our Company and each of its bottlers regarding the manufacture and sale of soft drinks. Subject to specified terms and conditions and certain variations, the Bottler's Agreements generally authorize the bottler to prepare particular designated Company Trademark Beverages, to package the same in particular authorized containers, and to distribute and sell the same in (but generally only in) an identified territory. The bottler is obligated to purchase its entire requirement of concentrates or syrups for the designated Company Trademark Beverages from the Company or Company-authorized suppliers. We typically agree to refrain from selling or distributing or from authorizing third parties to sell or distribute the designated Company Trademark Beverages throughout the identified territory in the particular authorized containers; however, we typically reserve for ourselves or our designee the right (1) to prepare and package such beverages in such containers in the territory for sale outside the territory and (2) to prepare, package, distribute and sell such beverages in the territory in any other manner or form. Territorial restrictions on bottlers vary in some cases in accordance with local law.

The Bottler's Agreements between us and our authorized bottlers in the United States differ in certain respects from those in the other countries in which Company Trademark Beverages are sold. As further discussed below, the principal differences involve the duration of the agreements; the inclusion or exclusion of canned beverage production rights; the inclusion or exclusion of authorizations to manufacture and distribute fountain syrups; in some cases, the degree of flexibility on the part of the Company to determine the pricing of syrups and concentrates; and the extent, if any, of the Company's obligation to provide marketing support.

***Outside the United States.*** The Bottler's Agreements between us and our authorized bottlers outside the United States generally are of stated duration, subject in some cases to possible extensions or renewals of the term of the contract. Generally, these contracts are subject to termination by the Company following the occurrence of certain designated events. These events include defined events of default and certain changes in ownership or control of the bottler.

In certain parts of the world outside the United States, we have not granted comprehensive beverage production rights to the bottlers. In such instances, we or our designees typically sell canned (or in some cases bottled) Company Trademark Beverages to the bottlers for sale and distribution throughout the designated territory under distribution agreements, often on a non-exclusive basis. A majority of the Bottler's Agreements

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in force between us and bottlers outside the United States authorize the bottler to manufacture and distribute fountain syrups, usually on a non-exclusive basis.

Our Company generally has complete flexibility to determine the price and other terms of sale of the concentrates and syrups we sell to bottlers outside the United States. In some instances, however, we have agreed or may in the future agree with the bottler with respect to concentrate pricing on a prospective basis for specified time periods. Outside the United States, in most cases we have no obligation to provide marketing support to the bottlers. Nevertheless, we may, in our discretion, contribute towards bottler expenditures for advertising and marketing. We may also elect to undertake independent or cooperative advertising and marketing activities.

***Within the United States.*** In the United States, with certain very limited exceptions, the Bottler's Agreements for Coca-Cola and other cola-flavored beverages have no stated expiration date. Our standard contracts for other soft drink flavors and for noncarbonated beverages are of stated duration, subject to bottler renewal rights. The Bottler's Agreements in the United States are subject to termination by the Company for nonperformance or upon the occurrence of certain defined events of default which may vary from contract to contract. The so-called "1987 Contract," described below, is terminable by the Company upon the occurrence of certain events including:

- the bottler's insolvency, dissolution, receivership or the like;
- any disposition by the bottler or any of its subsidiaries of any voting securities of any bottler subsidiary without the consent of the Company;
- any material breach of any obligation of the bottler under the 1987 Contract; or
- except in the case of certain bottlers, if a person or affiliated group acquires or obtains any right to acquire beneficial ownership of more than 10% of any class or series of voting securities of the bottler without authorization by the Company.

Under the terms of the Bottler's Agreements, bottlers in the United States are authorized to manufacture and distribute Company Trademark Beverages in bottles and cans. However, these bottlers generally are not authorized to manufacture fountain syrups. Rather, as described above, our Company manufactures and sells fountain syrups to authorized fountain wholesalers (including certain authorized bottlers) and some fountain retailers. These wholesalers in turn sell the syrups or deliver them on our behalf to restaurants and other retailers.

In the United States, the form of Bottler's Agreement for cola-flavored soft drinks that covers the largest amount of U.S. volume (the "1987 Contract") gives us complete flexibility to determine the price and other terms of sale of soft drink concentrates and syrups for cola-flavored Company Trademark Beverages ("Coca-Cola Trademark Beverages") and other Company Trademark Beverages. In some instances, we have agreed or may in the future agree with the bottler with respect to concentrate pricing on a prospective basis for specified time periods. Bottlers operating under the 1987 Contract accounted for approximately 88% of our Company's total United States gallon sales for bottled and canned beverages, excluding direct sales by the Company of juice and juice-drink products and other finished beverages ("U.S. bottle/can gallon sales") in 2003. Certain other forms of U.S. Bottler's Agreements, entered into prior to 1987, provide for soft drink concentrates or syrups for certain Coca-Cola Trademark Beverages to be priced pursuant to a stated formula. The oldest such form of contract, applicable to bottlers accounting for approximately 1% of U.S. bottle/can gallon sales in 2003, provides for a fixed price for Coca-Cola syrup used in bottles and cans. This price is subject to quarterly adjustments to reflect changes in the quoted price of sugar. Bottlers accounting for the remaining approximately 11% of U.S. bottle/can gallon sales in 2003 have contracts for certain Coca-Cola Trademark Beverages with pricing formulas generally providing for a baseline price. This baseline price may be adjusted periodically by the Company, up to a maximum indexed ceiling price, and is adjusted quarterly based upon changes in certain sugar or sweetener prices, as applicable.

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We have standard contracts with bottlers in the United States for the sale of concentrates and syrups for non-cola-flavored soft drinks and certain noncarbonated beverages in bottles and cans; and in certain cases for the sale of finished noncarbonated beverages in bottles and cans. All of these standard contracts give the Company complete flexibility to determine the price and other terms of sale.

Under the 1987 Contract and most of our other standard soft drink and noncarbonated beverage contracts with bottlers in the United States, our Company has no obligation to participate with bottlers in expenditures for advertising and marketing. Nevertheless, in our discretion we may contribute toward such expenditures and undertake independent or cooperative advertising and marketing activities. Some U.S. Bottler's Agreements that pre-date the 1987 Contract impose certain marketing obligations on us with respect to certain Company Trademark Beverages.

The Company's ability to exercise its contractual flexibility to determine the price and other terms of sale of its syrups, concentrates, and finished beverages under various agreements described above is, both outside and within the United States, subject to competitive market conditions.

### **Significant Equity Investments and Company Bottling Operations**

Our Company maintains business relationships with three types of bottlers:

- independently owned bottlers, in which the Company has no ownership interest;
- bottlers in which the Company has invested and has a noncontrolling ownership interest; and
- bottlers in which the Company has invested and has a controlling ownership interest.

In 2003, independently owned bottling operations produced and distributed approximately 24% of our worldwide unit case volume. We have equity positions in 52 unconsolidated bottling, canning and distribution operations for our products worldwide. These cost or equity method investees produced and distributed approximately 58% of our worldwide unit case volume in 2003. Controlled and consolidated bottling operations produced and distributed approximately 8% of our worldwide unit case volume in 2003. The remaining approximately 10% of our worldwide unit case volume in 2003 was produced and distributed by our fountain operations plus our juice, juice drink, sports drink and other finished beverage operations.

We make equity investments in selected bottling operations with the intention of maximizing the strength and efficiency of the Coca-Cola system's production, distribution and marketing systems around the world. These investments are intended to result in increases in unit case volume, net revenues, and profits at the bottler level, which in turn generate increased gallon sales for our Company's concentrate business. When this occurs, both we and the bottlers benefit from long-term growth in volume, improved cash flows and increased share-owner value.

The level of our investment generally depends on the bottler's capital structure and its available resources at the time of the investment. Historically, in certain situations, we have viewed it as advantageous to acquire a controlling interest in a bottling operation, often on a temporary basis. Owning such a controlling interest has allowed us to compensate for limited local resources and has enabled us to help focus the bottler's sales and marketing programs and assist in the development of the bottler's business and information systems and the establishment of appropriate capital structures.

In line with our long-term bottling strategy, we may periodically consider options for reducing our ownership interest in a bottler. One such option is to combine our bottling interests with the bottling interests of others to form strategic business alliances. Another option is to sell our interest in a bottling operation to one of our equity investee bottlers. In both of these situations, our Company continues to participate in the bottler's results of operations through its share of the equity investee's earnings or losses.

In cases where our investments in bottlers represent noncontrolling interests, our intention is to provide expertise and resources to strengthen those businesses.

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Significant investees that we account for by the equity method include the following:

***Coca-Cola Enterprises Inc.*** Our ownership interest in CCE was approximately 37% at December 31, 2003. CCE is the world's largest bottler of the Company's beverage products. In 2003, net sales of concentrates and syrups by the Company to CCE were approximately \$4.7 billion. CCE estimates that the territories in which it markets beverage products to retailers (which include portions of 46 states and the District of Columbia in the U.S., Canada, Great Britain, continental France, the Netherlands, Luxembourg, Belgium and Monaco) contain approximately 79% of the United States population, 98% of the population of Canada, and 100% of the populations of Great Britain, continental France, the Netherlands, Luxembourg, Belgium and Monaco.

Excluding products in fountain form, in 2003, approximately 62% of the unit case volume of CCE was Coca-Cola Trademark Beverages, approximately 32% of its unit case volume was other Company Trademark Beverages, and approximately 6% of its unit case volume was beverage products of other companies. CCE's net operating revenues were approximately \$17.3 billion in 2003.

***Coca-Cola FEMSA, S.A. de C.V. ("Coca-Cola FEMSA")***. Our ownership interest in Coca-Cola FEMSA was approximately 40% at December 31, 2003. Coca-Cola FEMSA is a Mexican holding company with bottling subsidiaries in the Valley of Mexico, Mexico's southeastern region, a substantial part of central Mexico; greater São Paulo, Campinas, Santos and part of Matto Grosso do Sul, Brazil; central Guatemala; most of Colombia; all of Costa Rica, Venezuela, Nicaragua and Panama; and greater Buenos Aires, Argentina. Coca-Cola FEMSA estimates that the territories in which it markets beverage products contain approximately 46% of the population of Mexico, 15% of the population of Brazil, 98% of the population of Colombia, 38% of the population of Guatemala, 100% of the populations of Costa Rica, Venezuela, Nicaragua and Panama, and approximately 30% of the population of Argentina.

In 2003, Coca-Cola FEMSA's net sales of beverage products were approximately \$3.2 billion. In 2003, approximately 60% of the unit case volume of Coca-Cola FEMSA was Coca-Cola Trademark Beverages, approximately 33% of its unit case volume was other Company Trademark Beverages and approximately 7% of its unit case volume was beverage products of Coca-Cola FEMSA or other companies.

***Coca-Cola Hellenic Bottling Company S.A. ("Coca-Cola HBC")***. At December 31, 2003, our ownership interest in Coca-Cola HBC was approximately 24%. Coca-Cola HBC has bottling and distribution rights, through direct ownership or joint ventures, in Armenia, Austria, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Estonia, Former Yugoslavian Republic of Macedonia, Greece, Hungary, Italy, Latvia, Lithuania, Moldova, Nigeria, Northern Ireland, Poland, Republic of Ireland, Romania, Russia, Serbia and Montenegro, Slovakia, Slovenia, Switzerland and Ukraine. Coca-Cola HBC estimates that the territories in which it markets beverage products contain approximately 67% of the population of Italy and 100% of the populations of the other countries named above in which Coca-Cola HBC has bottling and distribution rights.

In 2003, Coca-Cola HBC's net sales of beverage products were approximately \$4.5 billion. In 2003, approximately 49% of the unit case volume of Coca-Cola HBC was Coca-Cola Trademark Beverages, approximately 45% of its unit case volume was other Company Trademark Beverages and approximately 6% of its unit case volume was beverage products of Coca-Cola HBC or other companies.

***Coca-Cola Amatil Limited ("Coca-Cola Amatil")***. At December 31, 2003, our Company's ownership interest in Coca-Cola Amatil was approximately 34%. Coca-Cola Amatil is the largest bottler of the Company's beverage products in Australia and also has bottling and distribution rights, through direct ownership or joint ventures, in New Zealand, Fiji, Papua New Guinea, Indonesia and South Korea. Coca-Cola Amatil estimates that the territories in which it markets beverage products contain approximately 99% of the population of Australia, 100% of the populations of New Zealand, Fiji, South Korea and Papua New Guinea, and 98% of the population of Indonesia.

In 2003, Coca-Cola Amatil's net sales of beverage products were approximately \$2.2 billion. In 2003, approximately 54% of the unit case volume of Coca-Cola Amatil was Coca-Cola Trademark Beverages,

approximately 38% of its unit case volume was other Company Trademark Beverages, approximately 8% of its unit case volume was beverage products of Coca-Cola Amatil and less than 1% of its unit case volume was beverage products of other companies.

**Other Interests.** We own a 50% interest in a joint venture with Nestlé S.A. ("Nestlé") and certain of its subsidiaries which is focused upon the ready-to-drink tea and coffee businesses. The joint venture, known as Beverage Partners Worldwide ("BPW"), currently has sales in the United States and approximately 45 other countries. BPW serves as the exclusive vehicle through which our Company and Nestlé participate in the ready-to-drink tea and coffee business, except in Japan. BPW markets ready-to-drink tea products under the Nestea, Belté, Yang Guang, Nagomi, Heaven and Earth, Funchum, Frestea, Ten Ren and Tian Tey trademarks, and ready-to-drink coffee products under the Nescafé, Taster's Choice and Georgia Club trademarks.

In July 2002, our Company and Danone Waters of North America, Inc. ("DWNA") formed a new company, CCDA Waters, L.L.C. ("CCDA"), for the production, marketing and distribution of DWNA's bottled spring and source water business in the United States. In forming CCDA, DWNA contributed assets including five production facilities, a license for the use of the Dannon and Sparkletts brands, and ownership of several value brands. Our Company made a cash payment to acquire a controlling 51% equity interest in CCDA and is also providing marketing, distribution and management expertise. The results of CCDA's operations have been included in our Company's consolidated financial statements since July 2002.

#### **Other Developments**

During 2003, the Company took steps to streamline and simplify its operations, primarily in North America and Germany. In North America, the Company integrated the operations of our three separate North American business units: Coca-Cola North America, The Minute Maid Company and Fountain. In Germany, our consolidated subsidiary, Coca-Cola Erfrischungsgetraenke AG ("CCEAG"), took steps to improve efficiency in sales, distribution and manufacturing, and our German Division office also implemented streamlining initiatives. Selected other operations also took steps to streamline their operations to improve overall efficiency and effectiveness. As of December 31, 2003, approximately 3,700 employees had been separated from the Company pursuant to these streamlining initiatives.

In March 2003, our Company acquired Truesdale Packaging Company LLC ("Truesdale") from CCE for approximately \$58 million. Truesdale owns a noncarbonated beverage production facility.

In March 2003, we sold 50% of our interest in the Piedmont Coca-Cola Bottling Partnership to our partner, Coca-Cola Ventures, Inc., a subsidiary of Coca-Cola Bottling Co. Consolidated, for approximately \$54 million. Following the sale, our ownership interest in Piedmont Coca-Cola Bottling Partnership was approximately 23%.

In April 2003, the Company and Coca-Cola Bottlers Philippines, Inc. ("CCBPI") completed a transaction that restructured the ownership of the operations of Cosmos Bottling Corporation ("CBC"), a publicly traded Philippine beverage company. Prior to this transaction, our Company and CCBPI together owned approximately 99% of the outstanding shares of CBC. The April transaction resulted in our Company acquiring all trademarks of CBC and CCBPI owning approximately 99% of the outstanding shares of CBC.

In December 2002, one of the Company's equity method investees, Coca-Cola FEMSA, entered into a merger agreement with another of the Company's equity method investees, Panamerican Beverages, Inc. ("Panamco"). This merger proposal was approved by share owners of Panamco in April 2003, and the merger was consummated effective May 6, 2003. Under the terms of the merger, the Company received new Coca-Cola FEMSA shares in exchange for all Panamco shares previously held by the Company. The Company's ownership interest in Coca-Cola FEMSA increased from 30% to approximately 40% as a result of this merger.

In July 2003, we made a convertible loan in the amount of approximately \$133 million to The Coca-Cola Bottling Company of Egypt ("TCCBCE"). The loan is convertible into preferred shares of TCCBCE upon receipt of required governmental approvals. Additionally, upon certain defaults under either the loan agreement

or the terms of the preferred shares, we have the ability to convert the loan or the preferred shares into common shares. At December 31, 2003, our Company owned approximately 42% of the common shares of TCCBCE.

Effective October 1, 2003, the Company and all of its bottling partners in Japan created a nationally integrated supply chain management company to centralize procurement, production and logistics operations for the entire Coca-Cola system in Japan.

During the fourth quarter of 2003, we collaborated with CCE in an intensive joint strategic planning process. We expect that this collaboration will continue to benefit both companies as we jointly focus on creating innovative brands and packages, marketing and distributing our products more effectively, rationalizing information technology projects, and managing costs in the supply chain more effectively. In addition, we have committed to reexamine the economic relationship between the two companies as we seek to create greater focus on revenue growth and improved returns on capital.

#### **Seasonality**

Sales of our ready-to-drink nonalcoholic beverages are somewhat seasonal, with the second and third calendar quarters accounting for the highest sales volumes in the Northern Hemisphere. The volume of sales in the beverages business may be affected by weather conditions.

#### **Competition**

Our Company competes in the nonalcoholic beverages segment of the commercial beverages industry. Based on internally available data and a variety of industry sources, we believe that in 2003, worldwide sales of Company products comprised approximately 10% of total worldwide sales of nonalcoholic beverage products. The nonalcoholic beverages segment of the commercial beverages industry is highly competitive, consisting of numerous firms. These include firms that compete, like our Company, in multiple geographical areas as well as firms that are primarily local in operation. Competitive products include carbonates, packaged water, juices and nectars, fruit drinks and dilutables (including syrups and powdered drinks), sports and energy drinks, coffee and tea, still drinks and other beverages. Nonalcoholic beverages are sold to consumers in both ready-to-drink and not-ready-to-drink form. In many of the countries in which we do business, including the United States, PepsiCo, Inc. is a primary competitor of ours. Other significant competitors include Nestlé S.A., Cadbury Schweppes plc, Groupe Danone and Kraft Foods Inc., among others.

Most of our beverages business currently is in soft drinks, as that term is defined in this report. The soft-drink business, which is part of the nonalcoholic beverages segment, is itself highly competitive, and soft drinks face significant competition from nonalcoholic beverages and other beverages. Our Company is the leading seller of soft-drink concentrates and syrups in the world. Numerous firms, however, compete in that business. These consist of a range of firms, from local to international, that compete against our Company in numerous geographical areas.

Competitive factors with respect to our business include pricing, advertising, sales promotion programs, product innovation, increased efficiency in production techniques, the introduction of new packaging, new vending and dispensing equipment, and brand and trademark development and protection.

Positive aspects of our competitive position include strong brands with a high level of consumer acceptance, a worldwide network of bottlers and distributors of Company products, sophisticated marketing capabilities and a talented group of dedicated employees. Negative aspects of our competitive position include strong competition in all geographic regions, and, in many countries, a concentrated retail sector with powerful buyers able to freely choose between Company products, products of competitive beverage suppliers, and individual retailers' own store-brand beverages.

### **Raw Materials**

The principal raw materials used by our business are nutritive and non-nutritive sweeteners. In the United States, the principal nutritive sweetener is high-fructose corn syrup, a form of sugar, which is available from numerous domestic sources and is historically subject to fluctuations in its market price. The principal nutritive sweetener used by our business outside the United States is sucrose, another form of sugar, which is also available from numerous sources and is historically subject to fluctuations in its market price. Our Company generally has not experienced any difficulties in obtaining its requirements for sweeteners. In the United States we purchase our requirements of high-fructose corn syrup with the assistance of Coca-Cola Bottlers' Sales & Services Company LLC ("CCBSS"). CCBSS is a limited liability company that is owned by authorized Coca-Cola bottlers doing business in the United States. CCBSS provides procurement services to our Company for the purchase of various goods and services, including high-fructose corn syrup.

Generally, raw materials utilized by us in our business are readily available from numerous sources. However, aspartame, an important non-nutritive sweetener which is usually used alone or in combination with other important non-nutritive sweeteners such as saccharin or acesulfame potassium in our low-calorie soft-drink products, is currently purchased by us primarily from The NutraSweet Company, Holland Sweetener Company, and Ajinomoto Co., Inc., which we consider to be our only viable sources for the supply of this product. Acesulfame potassium is currently purchased from Nutrinova Nutrition Specialties & Food Ingredients GmbH, which we consider to be our only viable source for the supply of this product.

With regard to juice and juice-drink products, the citrus industry is subject to the variability of weather conditions. This includes in particular the possibility of freezes in central Florida, which may result in higher prices and lower consumer demand for orange juice throughout the industry. Due to our long-standing relationship with a supplier of high-quality Brazilian orange juice concentrate, the supply of juice available that meets the Company's standards is normally adequate to meet demand.

### **Patents, Trade Secrets, Trademarks and Copyrights**

Our Company is the owner of numerous patents, copyrights and trade secrets, as well as substantial know-how and technology, which we collectively refer to in this report as "technology." This technology generally relates to our Company's products and the processes for their production, the packages used for its products, the design and operation of various processes and equipment used in its business and certain quality assurance and financial software. Some of the technology is licensed to suppliers and other parties. Our soft-drink and other beverage formulae are among the important trade secrets of the Company.

We own numerous trademarks which are very important to our business. Depending upon the jurisdiction, trademarks are valid as long as they are in use and/or their registrations are properly maintained and they have not been found to have become generic. Registrations of trademarks can generally be renewed indefinitely as long as the trademarks are in use. The majority of our Company's trademark license agreements are included in the Company's Bottler's Agreements. The Company has registered and licenses the right to use its trademarks in conjunction with certain merchandise in addition to nonalcoholic beverages.

### **Governmental Regulation**

Our Company is required to comply, and it is our policy to comply, with applicable laws in the numerous countries throughout the world in which we do business. In many jurisdictions, compliance with competition laws is of special importance to us, and our operations may come under special scrutiny by competition law authorities, due to our competitive position in those jurisdictions.

The production, distribution and sale in the United States of many of the Company's products are subject to the Federal Food, Drug and Cosmetic Act; the Occupational Safety and Health Act; the Lanham Act; various environmental statutes; and various other federal, state and local statutes and regulations applicable to the production, transportation, sale, safety, advertising, labeling and ingredients of such products.

A California law requires that a specific warning appear on any product that contains a component listed by the State as having been found to cause cancer or birth defects. The law exposes all food and beverage producers to the possibility of having to provide warnings on their products. This is because the law recognizes no generally applicable quantitative thresholds below which a warning is not required. Consequently, even trace amounts of listed components can expose affected products to the prospect of warning labels. Products containing listed substances that occur naturally in the product or that are contributed to the product solely by a municipal water supply are generally exempt from the warning requirement. No Company beverage products are currently required to display warnings under this law. However, we are unable to predict whether an important component of a Company product might be added to the California list in the future. We are also unable to predict whether or to what extent a warning under this law would have an impact on costs or sales of Company beverage products.

Bottlers of our beverage products presently offer nonrefillable, recyclable containers in all areas of the United States and Canada. Some of these bottlers also offer refillable containers, which are also recyclable. Measures have been enacted in various localities and states which require that a deposit be charged for certain non-refillable beverage containers. The precise requirements imposed by these measures vary. Other deposit, recycling or product stewardship proposals have been introduced in various jurisdictions. We anticipate that similar legislation or regulations may be proposed in the future at the local, state and federal levels, both in the United States and elsewhere.

All of our Company's facilities in the United States are subject to federal, state and local environmental laws and regulations. Compliance with these provisions has not had, and we do not expect such compliance to have, any material adverse effect upon our Company's capital expenditures, net income or competitive position.

### **Employees**

As of December 31, 2003, our Company employed approximately 49,000 persons, compared to approximately 56,000 at the end of 2002. The decrease in the number of employees was primarily due to (1) our streamlining initiatives, mainly in North America and Germany, and (2) the deconsolidation of Cosmos Bottling Corporation in the Philippines. At the end of 2003, approximately 9,200 Company employees were located in the United States.

Our Company, through its divisions and subsidiaries, has entered into numerous collective bargaining agreements. We have no reason to believe that we will not be able to

renegotiate any such agreements on satisfactory terms. The Company believes that its relations with its employees are generally satisfactory.

### **Securities Exchange Act Reports**

The Company maintains an Internet website at the following address: [www.coca-cola.com](http://www.coca-cola.com). The information on the Company's website is not incorporated by reference in this annual report on Form 10-K.

We make available on or through our website certain reports and amendments to those reports that we file with or furnish to the Securities and Exchange Commission (the "SEC") in accordance with the Securities Exchange Act of 1934 (the "Securities Exchange Act"). These include our annual reports on Form 10-K, our quarterly reports on Form 10-Q and our current reports on Form 8-K. We make this information available on our website free of charge as soon as reasonably practicable after we electronically file the information with, or furnish it to, the SEC.

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### **ITEM 2. PROPERTIES**

Our worldwide headquarters is located on a 35-acre office complex in Atlanta, Georgia. The complex includes the approximately 621,000 square foot headquarters building, the approximately 870,000 square foot Coca-Cola North America building and the approximately 264,000 square foot Coca-Cola Plaza building. The complex also includes several other buildings, including the technical and engineering facilities, learning center and reception center. Our Company leases approximately 250,000 square feet of office space at 10 Glenlake Parkway, Atlanta, Georgia, which we currently sublease to third parties. In addition, we lease approximately 174,000 square feet of office space at Northridge Business Park, Dunwoody, Georgia. The North America operating segment owns and occupies an office building located in Houston, Texas, that contains approximately 330,000 square feet. The Company has facilities for administrative operations, manufacturing, processing, packaging, packing, storage and warehousing throughout the United States.

As of December 31, 2003, our Company owned and operated 30 principal beverage concentrate and/or syrup manufacturing plants located throughout the world. In addition, we own or hold a majority interest in 36 operations with 92 principal beverage bottling and canning plants located outside the United States. Fourteen of these plants are leased by us to one of our equity investees. CCDA owns four production facilities and leases one production facility. All five of these facilities are located in the United States.

The North America segment operates ten noncarbonated beverage production facilities located throughout the United States and Canada. It also utilizes a system of contract packers to produce and/or distribute certain products where appropriate. The Company also owns a facility that manufactures juice concentrates for food service use.

Our Company owns or leases additional real estate, including a Company-owned office and retail building at 711 Fifth Avenue in New York, New York and approximately 315,000 square feet of Company-owned office and technical space in Brussels, Belgium. Additional owned or leased real estate located throughout the world is used by the Company as office space, for bottling, warehouse or retail operations or, in the case of some owned property, is leased to others.

Management believes that the Company's facilities for the production of its products are suitable and adequate, that they are being appropriately utilized in line with past experience and that they have sufficient production capacity for their present intended purposes. The extent of utilization of such facilities varies based upon the seasonal demand for product. It is not possible to measure with any degree of certainty or uniformity the productive capacity and extent of utilization of these facilities. However, management believes that additional production can be obtained at the existing facilities by the addition of personnel and capital equipment and, in some facilities, the addition of shifts of personnel or expansion of such facilities. We continuously review our anticipated requirements for facilities and, on the basis of that review, may from time to time acquire additional facilities and/or dispose of existing facilities.

### **ITEM 3. LEGAL PROCEEDINGS**

On October 27, 2000, a class action lawsuit (*Carpenter's Health & Welfare Fund of Philadelphia & Vicinity v. The Coca-Cola Company, et al*) was filed in the United States District Court for the Northern District of Georgia alleging that the Company, M. Douglas Ivester, Jack L. Stahl and James E. Chestnut violated antifraud provisions of the federal securities laws by making misrepresentations or material omissions relating to the Company's financial condition and prospects in late 1999 and early 2000. A second, largely identical lawsuit (*Gaetan LaValla v. The Coca-Cola Company, et al*) was filed in the same court on November 9, 2000. The Complaints allege that the Company and the individual named officers: (1) forced certain Coca-Cola system bottlers to accept "excessive, unwanted and unneeded" sales of concentrate during the third and fourth quarters of 1999, thus creating a misleading sense of improvement in our Company's performance in those quarters; (2) failed to write down the value of impaired assets in Russia, Japan and elsewhere on a timely basis, again resulting in the presentation of misleading interim financial results in the third and fourth quarters of 1999; and

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(3) misrepresented the reasons for Mr. Ivester's departure from the Company and then misleadingly reassured the financial community that there would be no changes in the Company's core business strategy or financial outlook following that departure. Damages in an unspecified amount are sought in both Complaints.

On January 8, 2001, an order was entered by the United States District Court for the Northern District of Georgia consolidating the two cases for all purposes. The Court also ordered the plaintiffs to file a Consolidated Amended Complaint. On July 25, 2001, the plaintiffs filed a Consolidated Amended Complaint, which largely repeated the allegations made in the original Complaints and added Douglas N. Daft as an additional defendant.

On September 25, 2001, the defendants filed a Motion to Dismiss all counts of the Consolidated Amended Complaint. On August 20, 2002, the Court granted in part and denied in part the defendants' Motion to Dismiss. The Court also granted the plaintiffs' Motion for Leave to Amend the Complaint. On September 4, 2002, the defendants filed a Motion for Partial Reconsideration of the Court's August 20, 2002 ruling, which motion was denied by the Court on April 15, 2003. On June 2, 2003, the plaintiffs filed an Amended Consolidated Complaint. The Company moved to dismiss that Complaint on June 30, 2003. That motion is currently under consideration by the Court.

The Company believes it has substantial legal and factual defenses to the plaintiffs' claims.

On December 20, 2002, the Company filed a lawsuit (*The Coca-Cola Company v. Aqua-Chem, Inc., Civil Action No. 2002CV631-50*) in the Superior Court, Fulton County, Georgia (the "Georgia Case") seeking a declaratory judgment that the Company has no obligation to its former subsidiary, Aqua-Chem, Inc., for any past, present or future liabilities or expenses in connection with any claims or lawsuits against Aqua-Chem. Subsequent to the Company's filing, on the same day Aqua-Chem filed a lawsuit (*Aqua-Chem, Inc. v. The Coca-Cola Company, Civil Action No. 02CV012179*) in the Circuit Court, Civil Division of Milwaukee County, Wisconsin (the "Wisconsin Case"). In the Wisconsin Case, Aqua-Chem seeks a declaratory judgment that the Company is responsible for all liabilities and expenses in connection with certain of Aqua-Chem's general and product liability claims arising from occurrences prior to the Company's sale of Aqua-Chem in 1981, and a judgment for breach of contract in an amount exceeding \$9 million for defense costs, expenses and settlements incurred by Aqua-Chem to date in connection with such claims.

The Company owned Aqua-Chem from 1970 to 1981. During that time frame, the Company purchased over \$400 million of insurance coverage that is available to cover Aqua-Chem for certain product liability and other claims. Cleaver Brooks, an Aqua-Chem subsidiary, manufactured boilers, some of which contained asbestos gaskets. The Company sold Aqua-Chem to Lyonnaise American Holding, Inc. in 1981 under the terms of a stock sale agreement, and, following a lawsuit involving a tax dispute, entered into a settlement agreement in 1983 with Lyonnaise and Aqua-Chem. The 1981 and 1983 agreements, among other things, outlined the parties' rights and obligations concerning past and future claims and lawsuits involving Aqua-Chem.

Aqua-Chem was first named as a defendant in asbestos lawsuits in or around 1985 and, to date, has more than 100,000 claims pending against it. In October 2002, Aqua-Chem asserted that since 1985 it had incurred approximately \$10 million in expenses related to these claims that were not covered by insurance. Aqua-Chem demanded that the Company reimburse these expenses pursuant to its interpretation of the terms of the 1981 and 1983 agreements. It also demanded that the Company acknowledge its continuing obligations to Aqua-Chem under these agreements for any future liabilities and expenses that are excluded from coverage under the applicable insurance or for which there is no insurance. The Company disputes Aqua-Chem's interpretation of the agreements and believes it has no past, present or future obligation to Aqua-Chem in this regard. This led to the filing of the Georgia Case.

The Wisconsin Case initially was stayed, pending final resolution of the Georgia Case, and later was voluntarily dismissed without prejudice by Aqua-Chem. The parties have agreed to an extension of the discovery

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period in the Georgia Case through April 15, 2004, and have submitted to the Court a consent order setting forth the agreed discovery schedule.

The Company believes it has substantial legal and factual defenses to Aqua-Chem's claims.

The Competition Directorate of the European Commission made unannounced visits to the offices of the Company and certain of our bottlers in Austria, Belgium, Denmark, Germany and Great Britain several years ago. This investigation, which is directed at various commercial and market practices, is continuing and the Company and bottlers are endeavoring to have a dialogue with the Commission in order to address their concerns. The Commission may, following its usual practice, issue one or more statements of objection, after which the Company and the bottlers would have formal rights to reply and to judicial appeal in the event of an adverse decision by the Commission. The Commission has authority to impose fines in connection with an adverse decision, however, the Company is not able to predict whether fines would be imposed or the amount of such fines.

The Spanish competition service made unannounced visits to our own offices and those of certain bottlers in Spain in 2000. In December 2003, the Spanish competition service suspended its investigation until the European Commission notifies the service of how the European Commission will proceed in its aforementioned investigation.

The French competition directorate has also initiated an inquiry into commercial practices related to the soft drinks sector in France. This inquiry has been conducted through visits to the offices of the Company; however, no conclusions have been communicated to the Company by the directorate.

By letter dated June 10, 2003, the Company was informed that the United States Securities and Exchange Commission (the "SEC") had commenced an informal, non-public inquiry into whether the Company or certain persons associated with the Company violated federal securities laws in connection with the allegations in two lawsuits filed by Matthew Whitley, a former employee, in May 2003. In his lawsuits, Mr. Whitley alleged, among other things, that he was terminated in retaliation for reporting to senior management certain accounting and other improprieties. Mr. Whitley's lawsuits alleged, among other things, the improper manipulation of a marketing test for Frozen Coke products conducted by one of the Company's customers, improper accounting treatment in connection with the purchase of certain fountain dispensing equipment and marketing allowances, and false or misleading statements or omissions in connection with the reporting of sales volume. Both Whitley lawsuits were settled. The Company is cooperating with the SEC inquiry, and has provided substantial documents and other information to the SEC in connection with the inquiry. On January 14, 2004, the Company received an order from the SEC, making its inquiry a formal investigation.

On July 11, 2003, the Company announced that the United States Attorney's Office for the Northern District of Georgia had also commenced a criminal investigation of the allegations raised by Mr. Whitley. In connection with that investigation, the Company has received Grand Jury subpoenas as well as a number of additional informal requests for documents and materials relating to the issues under investigation. The Company is cooperating with the investigation and has provided substantial documents and information to the United States Attorney's Office.

The investigations being conducted by the United States Attorney's Office and the SEC are ongoing. To the Company's knowledge, no criminal prosecutions or civil enforcement actions have been filed. While the Company cannot predict whether any such actions will be filed in the future, the Company will continue to cooperate fully with the governmental investigations.

The Company is involved in various other legal proceedings. Management of the Company believes that any liability to the Company which may arise as a result of these proceedings, including the proceedings specifically discussed above, will not have a material adverse effect on the financial condition of the Company and its subsidiaries taken as a whole.

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#### ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not applicable.

#### ITEM X. EXECUTIVE OFFICERS OF THE COMPANY

The following are the executive officers of our Company:

*Alexander R.C. Allan*, 59, is Executive Vice President of the Company and President and Chief Operating Officer, Europe, Eurasia and Middle East. Mr. Allan joined Coca-Cola Bottling Company of Johannesburg in 1968 as an Internal Auditor. He was appointed the financial controller for the Southern Africa Division of the Coca-Cola Company in 1978 and Assistant Division Manager and Finance Manager of the Southern and Central Africa Division in 1986. From January 1986 until January 1993, he served as the Managing Director of National Beverage Services (Pty) Ltd., a management and services company in South Africa. In January 1993, he was appointed President of the Middle East Division (renamed Middle East & North Africa division in 1998). Mr. Allan was appointed Senior Vice President of the Company and President of the Asia Group in November 1999. In March 2001, he was elected President and Chief Operating Officer of the newly created Asia strategic business unit of the Company. Mr. Allan was elected Executive Vice President in April 2001. He was appointed to his current position as of January 1, 2002.

*Alexander B. Cummings, Jr.*, 47, is Executive Vice President of the Company and President and Chief Operating Officer, Africa. Mr. Cummings joined the Company in 1997 as Deputy Region Manager, Nigeria based in Lagos, Nigeria. In 1998 he was made Managing Director/Region Manager, Nigeria. In 2000, Mr. Cummings became President of the North West Africa Division based in Morocco and in 2001 became President of the Africa Group overseeing the entire African continent. Mr. Cummings was elected to his current position in July 2002.

*Douglas N. Daft*, 60, is Chairman of the Board of Directors and Chief Executive Officer of the Company. Mr. Daft has announced his intention to retire from the Company at the end of 2004. In November 1984, Mr. Daft was appointed President of the Central Pacific Division. In October 1987, he was appointed Senior Vice President of the Pacific Group of the International Business Sector. In December 1988, he was named President of Coca-Cola (Japan) Company, Limited and President of the North Pacific Division of the International Business Sector. In September 1991, Mr. Daft was named President of the Pacific Group of the International Business Sector and in October 1991, he was elected Senior Vice President of the Company. He was appointed President of the Middle and Far East Group in January 1995 and served in that capacity until October 1999 when he also was given responsibilities for the Africa Group and the Schweppes Beverages Division. He was elected President and Chief Operating Officer and a Director of the Company in December 1999. Mr. Daft was elected to his current positions in February 2000.

*J. Alexander M. Douglas, Jr.*, 42, is Senior Vice President and Chief Customer Officer of the Company. Mr. Douglas joined the Company in January 1988 as a District Sales Manager for the Foodservice Division of Coca-Cola USA. In May 1994, he was named Vice President of Coca-Cola USA, initially assuming leadership of the CCE Sales & Marketing Group and eventually assuming leadership of the entire North American Field Sales and Marketing Groups. In January 2000, Mr. Douglas was appointed President of the North American Division within the North America strategic business unit. Mr. Douglas was elected to his current position in February 2003.

*Gary P. Fayard*, 51, is Executive Vice President and Chief Financial Officer of the Company. Mr. Fayard joined the Company in April 1994. In July 1994, he was elected Vice President and Controller. In December 1999, he was elected Senior Vice President and Chief Financial Officer. Prior to joining the Company, Mr. Fayard was a partner with Ernst & Young. Mr. Fayard was elected to his current position in February 2003.

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*Steven J. Heyer*, 51, was elected President and Chief Operating Officer of the Company in December 2002. In addition, from December 2003 through February 24, 2004, Mr. Heyer assumed direct leadership of the North America strategic business unit. Mr. Heyer joined the Company in April 2001 as President and Chief Operating Officer, Coca-Cola Ventures and in April 2002 assumed leadership responsibility for Latin America. In his current role, Mr. Heyer is responsible for overseeing all of the Company's strategic business units, as well as the Company's marketing, innovation and customer management functions. Mr. Heyer joined the Company from AOL Time Warner, where he served since 1996 as President and Chief Operating Officer of Turner Broadcasting System, Inc. Mr. Heyer joined Turner Broadcasting System, Inc. in 1994 as President of Turner Broadcasting Sales, Inc. Prior to that, Mr. Heyer was President and Chief Operating Officer of Young & Rubicam Advertising Worldwide, as well as Executive Vice President of Young & Rubicam, Inc. In addition, Mr. Heyer was for 15 years with Booz Allen & Hamilton, Inc. and served as Senior Vice President and Managing Partner of the firm's New York office and leader of its Marketing Practice Worldwide.

*Donald R. Knauss*, 53, is President and Chief Operating Officer, Coca-Cola North America. Mr. Knauss joined the Company in 1994 as Senior Vice President of Marketing for The Minute Maid Company, and was named Senior Vice President and General Manager, U.S. Division in 1996. He served from March 1998 until January 2000 as President of the Southern Africa Division of the Company. In January 2000, Mr. Knauss was named President and Chief Executive Officer of The Minute Maid Company, formerly a division of the Company, and became President of the Retail Division of Coca-Cola North America in January 2003. He was appointed to his current position on February 25, 2004.

*Mary E. Minnick*, 44, is Executive Vice President of the Company and President and Chief Operating Officer, Asia. Ms. Minnick joined the Company in 1983 and spent ten years working in Fountain Sales and the Bottle/Can Division of Coca-Cola USA. In 1993, she joined Corporate Marketing. In 1996, she was appointed Vice President and Director, Middle and Far East Marketing, and served in that capacity until 1997 when she was appointed President of the South Pacific Division. In 2000, she was named President of Coca-Cola (Japan) Company, Limited. Ms. Minnick was appointed President and Chief Operating Officer of the Asia strategic business unit as of January 1, 2002, and was elected to her current position in February 2002.

*Daniel P. Palumbo*, 46, is Senior Vice President and Chief Marketing Officer of the Company. Mr. Palumbo joined the Company in June 2003 as Chief Marketing Officer. In July 2003 he was elected Senior Vice President of the Company. Prior to joining the Company, Mr. Palumbo served six years with the Eastman Kodak Company, concluding his service there as Senior Vice President of the Eastman Kodak Company and President of the Consumer Imaging Division, the photographic unit that accounts for half of the company's sales. Prior to assuming the presidency of this Division, Mr. Palumbo served as the Division's Chief Marketing Officer. Prior to joining the Eastman Kodak Company, Mr. Palumbo was with The Procter & Gamble Company for 13 years, where he held a number of domestic and international brand management assignments.

*Deval L. Patrick*, 47, is Executive Vice President, General Counsel and Secretary of the Company. He was elected to the first two positions in April 2001 and was elected Secretary of the Company in October 2002, effective January 1, 2003. Mr. Patrick was Assistant Attorney General of the United States and Chief of the U.S. Justice Department's Civil Rights Division from 1994 until 1997, where he was responsible for enforcing federal laws prohibiting discrimination. From 1997 to 1999, Mr. Patrick was a partner with the Boston law firm of Day Berry & Howard LLP. Mr. Patrick joined the Company from Texaco Inc., where he served as Vice President and General Counsel from 1999 to 2001.

*José Octavio Reyes*, 51, is Executive Vice President of the Company and President and Chief Operating Officer, Latin America. He began his career with The Coca-Cola Company in 1980 in Coca-Cola de México as Manager of Strategic Planning. In 1986 he was Manager of the Sprite and diet Coke brands at Corporate

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Headquarters. In 1990, he was appointed Marketing Director for the Brazil Division, and later became Marketing and Operations Vice President for the Mexico Division. Mr. Reyes assumed the role of Deputy Division President for the Mexico Division in January 1996 and was named Division President for the Mexico Division in May 1996. In 2000, Venezuela, Colombia, Central America and the Caribbean were incorporated into the Division. Mr. Reyes assumed his position as President and Chief Operating Officer, Latin America in December 2002, and was elected to his current position in February 2003.

*Danny L. Strickland*, 55, is Senior Vice President and Chief Innovation/Research and Development Officer of the Company. Mr. Strickland joined the Company in April 2003 and was elected Senior Vice President in June 2003. Prior to joining the Company, Mr. Strickland served as Senior Vice President, Innovation, Technology & Quality at General Mills, Inc. from January 1997 until March 2003. There he was responsible for building a strong product pipeline, innovation culture and organization. Prior to General Mills, Mr. Strickland held several research and development, innovation, engineering, quality and strategy roles in the United States

and abroad with Johnson & Johnson from March 1993 until December 1996, Kraft Foods Inc. from February 1988 until March 1993, and The Procter & Gamble Company from June 1970 until February 1988.

Clyde C. Tuggle, 41, is Senior Vice President, Worldwide Public Affairs and Communications, of the Company. Mr. Tuggle joined the Company in 1989 in Corporate Issues Communications. From 1992 to 1998, he served as executive assistant to then Chairman and Chief Executive Officer Roberto C. Goizueta, managing business activities, external affairs, and communications related to the Office of the Chairman. In 1998, he transferred to the Central European Division, where he held a variety of positions, including director of Operations Development, deputy to the division president, and Austria region manager. In 2000, Mr. Tuggle returned to Atlanta as executive assistant to Chairman and Chief Executive Officer Doug Daft and was elected Vice President. He was appointed Director of Worldwide Public Affairs and Communications in 2001. In 2002, he took on additional responsibilities, including Government Affairs, North American Public Relations & Communications, Strategic Event Services and Company Archives. Mr. Tuggle was elected to his current position in February 2003.

All executive officers serve at the pleasure of the Board of Directors. There is no family relationship between any of the executive officers of the Company.

## PART II

### ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

In the United States, the Company's common stock is listed and traded on the New York Stock Exchange (the principal market for our common stock) as well as the Boston, Chicago, National, Pacific and Philadelphia stock exchanges.

The following table sets forth, for the calendar periods indicated, the high and low closing prices per share for the Company's common stock, as reported on the New York Stock Exchange composite tape, and dividend per share information:

	Common stock market price		Dividends declared
	High	Low	
<b>(In dollars)</b>			
<b>2003</b>			
Fourth quarter	\$ 50.90	\$ 43.00	\$ 0.22
Third quarter	46.64	42.28	0.22
Second quarter	48.34	39.00	0.22
First quarter	46.01	37.01	0.22
<b>2002</b>			
Fourth quarter	\$ 53.10	\$ 42.90	\$ 0.20
Third quarter	57.50	43.60	0.20
Second quarter	57.91	51.50	0.20
First quarter	52.68	43.50	0.20

As of February 19, 2004, there were approximately 348,768 share owner accounts of record.

The information under the heading "Equity Compensation Plan Information" in the Company's definitive Proxy Statement for the Annual Meeting of Share Owners to be held April 21, 2004, to be filed with the SEC (the "Company's 2004 Proxy Statement"), is incorporated into Item 12 of this report by reference.

During the fiscal year ended December 31, 2003, no equity securities of the Company were sold by the Company which were not registered under the Securities Act of 1933, as amended.

### ITEM 6. SELECTED FINANCIAL DATA

#### *The Coca-Cola Company and Subsidiaries*

<b>(In millions except per share data, ratios and growth rates)</b>	Compound Growth Rates		Year Ended December 31,	
	5 Years	10 Years	2003 <sup>2</sup>	2002 <sup>3,4</sup>
<b>SUMMARY OF OPERATIONS</b>				
Net operating revenues	5.2 %	5.3%	\$ 21,044	\$ 19,564
Cost of goods sold	6.9 %	4.2%	7,762	7,105
Gross profit	4.3 %	6.1%	13,282	12,459
Selling, general and administrative expenses	5.6 %	5.9%	7,488	7,001
Other operating charges			573	—
Operating income	1.0 %	5.4%	5,221	5,458
Interest income			176	209
Interest expense			178	199
Equity income (loss)—net			406	384
Other income (loss)—net			(138)	(353)

Income before income taxes and changes in accounting principles	1.1 %	5.6%	5,495	5,499
Income taxes	(7.2)%	1.4%	1,148	1,523
Net income before changes in accounting principles	4.2 %	7.1%	\$ 4,347	\$ 3,976
Net income	4.2 %	7.2%	\$ 4,347	\$ 3,050
Average shares outstanding			2,459	2,478
Average shares outstanding assuming dilution			2,462	2,483
<b>PER SHARE DATA</b>				
Income before changes in accounting principles—basic	4.4 %	7.7%	\$ 1.77	\$ 1.60
Income before changes in accounting principles—diluted	4.5 %	7.9%	1.77	1.60
Basic net income	4.4 %	7.7%	1.77	1.23
Diluted net income	4.5 %	7.9%	1.77	1.23
Cash dividends	8.0 %	10.0%	0.88	0.80
Market price on December 31,	(5.4)%	8.6%	50.75	43.84
<b>TOTAL MARKET VALUE OF COMMON STOCK<sup>1</sup></b>	(5.6)%	7.9%	\$ 123,908	\$ 108,328
<b>BALANCE SHEET AND OTHER DATA</b>				
Cash, cash equivalents and current marketable securities			\$ 3,482	\$ 2,345
Property, plant and equipment—net			6,097	5,911
Depreciation			667	614
Capital expenditures			812	851
Total assets			27,342	24,406
Long-term debt			2,517	2,701
Total debt			5,423	5,356
Share-owners' equity			14,090	11,800
Total capital <sup>1</sup>			19,513	17,156
<b>OTHER KEY FINANCIAL MEASURES<sup>1</sup></b>				
Total debt-to-total capital			27.8%	31.2%
Net debt-to-net capital			12.1%	20.3%
Return on common equity			33.6%	34.3%
Return on capital			24.5%	24.5%
Dividend payout ratio			49.8%	65.1%
Net cash provided by operations			\$ 5,456	\$ 4,742

<sup>1</sup> Refer to Glossary on pages 103 and 104.

<sup>2</sup> In 2003, we adopted SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities."

<sup>3</sup> In 2002, we adopted SFAS No. 142, "Goodwill and Other Intangible Assets."

<sup>4</sup> In 2002, we adopted the fair value method provisions of SFAS No. 123, "Accounting for Stock-Based Compensation," and we adopted SFAS No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure."

*The Coca-Cola Company and Subsidiaries*

2001 <sup>5</sup>	2000	1999	1998 <sup>6</sup>	1997 <sup>6</sup>	1996 <sup>6</sup>	1995 <sup>6</sup>	1994 <sup>6,7</sup>	1993 <sup>6,8</sup>
\$ 17,545	\$ 17,354	\$ 16,767	\$ 16,301	\$ 16,611	\$ 16,635	\$ 16,283	\$ 14,570	\$ 12,527
6,044	6,204	6,009	5,562	6,015	6,738	6,940	6,168	5,160
11,501	11,150	10,758	10,739	10,596	9,897	9,343	8,402	7,367
6,149	6,016	5,963	5,699	5,535	5,597	5,231	4,765	4,218
—	1,443	813	73	60	385	86	—	50
5,352	3,691	3,982	4,967	5,001	3,915	4,026	3,637	3,099
325	345	260	219	211	238	245	181	144
289	447	337	277	258	286	272	199	168
152	(289)	(184)	32	155	211	169	134	91
39	99	98	230	583	87	86	(25)	7
91	—	—	27	363	431	74	—	12
5,670	3,399	3,819	5,198	6,055	4,596	4,328	3,728	3,185
1,691	1,222	1,388	1,665	1,926	1,104	1,342	1,174	997
\$ 3,979	\$ 2,177	\$ 2,431	\$ 3,533	\$ 4,129	\$ 3,492	\$ 2,986	\$ 2,554	\$ 2,188
\$ 3,969	\$ 2,177	\$ 2,431	\$ 3,533	\$ 4,129	\$ 3,492	\$ 2,986	\$ 2,554	\$ 2,176
2,487	2,477	2,469	2,467	2,477	2,494	2,525	2,580	2,603
2,487	2,487	2,487	2,496	2,515	2,523	2,549	2,599	2,626
\$ 1.60	\$ 0.88	\$ 0.98	\$ 1.43	\$ 1.67	\$ 1.40	\$ 1.18	\$ 0.99	\$ 0.84
1.60	0.88	0.98	1.42	1.64	1.38	1.17	0.98	0.83
1.60	0.88	0.98	1.43	1.67	1.40	1.18	0.99	0.84
1.60	0.88	0.98	1.42	1.64	1.38	1.17	0.98	0.83

0.72	0.68	0.64	0.60	0.56	0.50	0.44	0.39	0.34
47.15	60.94	58.25	67.00	66.69	52.63	37.13	25.75	22.31
\$ 117,226	\$ 151,421	\$ 143,969	\$ 165,190	\$ 164,766	\$ 130,575	\$ 92,983	\$ 65,711	\$ 57,905
\$ 1,934	\$ 1,892	\$ 1,812	\$ 1,807	\$ 1,843	\$ 1,658	\$ 1,315	\$ 1,531	\$ 1,078
4,453	4,168	4,267	3,669	3,743	3,550	4,336	4,080	3,729
502	465	438	381	384	442	421	382	333
769	733	1,069	863	1,093	990	937	878	800
22,417	20,834	21,623	19,145	16,881	16,112	15,004	13,863	11,998
1,219	835	854	687	801	1,116	1,141	1,426	1,428
5,118	5,651	6,227	5,149	3,875	4,513	4,064	3,509	3,100
11,366	9,316	9,513	8,403	7,274	6,125	5,369	5,228	4,570
16,484	14,967	15,740	13,552	11,149	10,638	9,433	8,737	7,670
31.0%	37.8%	39.6%	38.0%	34.8%	42.4%	43.1%	40.2%	40.4%
21.9%	28.7%	31.7%	28.5%	21.8%	31.8%	33.9%	27.4%	30.7%
38.5%	23.1%	27.1%	45.1%	61.6%	60.8%	56.4%	52.1%	51.8%
26.6%	16.2%	18.2%	30.2%	39.5%	36.8%	34.9%	32.8%	31.2%
45.1%	77.4%	65.0%	41.9%	33.6%	35.7%	37.2%	39.4%	40.6%
\$ 4,110	\$ 3,585	\$ 3,883	\$ 3,433	\$ 4,033	\$ 3,463	\$ 3,328	\$ 3,361	\$ 2,508

<sup>5</sup> In 2001, we adopted SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities."

<sup>6</sup> In 1998, we adopted SFAS No. 132, "Employers' Disclosures about Pensions and Other Postretirement Benefits."

<sup>7</sup> In 1994, we adopted SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities."

<sup>8</sup> In 1993, we adopted SFAS No. 112, "Employers' Accounting for Postemployment Benefits."

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Overview

The following Management's Discussion and Analysis ("MD&A") is intended to help the reader understand The Coca-Cola Company. MD&A is provided as a supplement to—and should be read in conjunction with—our financial statements and the accompanying notes ("Notes"). This overview provides our perspective on the individual sections of MD&A, as well as a few helpful hints for reading these pages. MD&A includes the following sections:

- *Our Business* — a general description of our business; the value drivers of our business; measurements; and opportunities, challenges and risks.
- *Financial Strategies and Risk Management* — information about debt financing, share repurchases, dividend policy and financial risk management.
- *Application of Critical Accounting Policies* — a discussion of accounting policies that require critical judgments and estimates.
- *Operations Review* — an analysis of our Company's consolidated results of operations for the three years presented in our financial statements. Our Company operates in one business – nonalcoholic beverages. Except to the extent that differences between our five geographic operating segments are material to an understanding of our business as a whole, we present the discussion in this MD&A on a consolidated basis.
- *Liquidity, Capital Resources and Financial Position* — an analysis of cash flows, sources and uses of cash, contractual obligations, and financial position.
- *Forward-Looking Statements* — cautionary information about forward-looking statements and a description of certain risks and uncertainties that could cause our actual results to differ materially from the Company's historical results or our current expectations or projections.

### Our Business

#### General

We are the world's largest beverage company, with four of the world's top five soft-drink brands—Coca-Cola, Diet Coke, Fanta and Sprite. Because we believe in offering choices, we provide a wide variety of nonalcoholic beverages to meet consumers' desires and needs. Our Company owns or licenses nearly 400 trademarked brands—including carbonated soft drinks, juices and juice drinks, sports drinks, water products, teas, coffees and other beverages. Finished beverage products bearing our trademarks are sold in more than 200 countries.

Our Company generates revenues, income and cash flows by manufacturing and selling beverage concentrates and syrups as well as some finished beverages. We generally sell these products to bottling and canning operations, distributors, fountain wholesalers and some fountain retailers. We authorize our bottling partners to manufacture and package products made from our concentrates and syrups into branded finished products, that they then distribute and sell. Bottling partners, in which our Company has no ownership interest or a noncontrolling ownership interest, produced and distributed 82 percent of our 2003 worldwide unit case volume.

We make significant marketing expenditures in support of our brands, including advertising costs, sponsorship fees and special promotional events. Retailers and distributors receive rebates, promotions and point-of-sale displays. Our bottling partners receive advertising support and funds designated for cold-drink equipment. Consumers receive coupons, discounts and promotional incentives. These marketing expenditures

help to enhance awareness of and increase consumer preference for our brands. Greater awareness and preference promotes long-term growth in profitable volume, per capita consumption and our share of worldwide nonalcoholic beverage sales.

Our Company articulates its mission as a promise: *Our Company exists to benefit and refresh everyone it touches.* More specifically, through our actions we strive every day to provide quality in the marketplace, enrich the workplace, preserve the environment and strengthen our communities. Building upon the foundation of our promise, we focus on the six strategic priorities discussed in Item 1 of this report.

## Value Drivers of Our Business

We believe that executing our six strategic priorities creates value. Consistent with a commitment to effective execution, our Company focuses on three key value drivers:

- profitable growth;
- cost management; and
- efficient capital structure.

**Profitable Growth.** We believe healthy brands—properly supported by marketing and innovation, leveraged across markets and targeted to a broad consumer base—drive profitable growth. Our Company continues to broaden our family of brands. In particular, we are expanding and growing our noncarbonated offerings to provide more alternatives to consumers. With this expansion and growth, our Company is focused on maintaining or increasing profit margins. We further intend to focus on improving margins in faster growing but lower-margin countries. To manage this expansion and growth, we are shifting from a volume focus to a "volume and value" focus. The added emphasis on value focuses on gross profit and profit before taxes. To support this shift, beginning in 2003 our compensation incentives emphasize gross profit, profit before income taxes and net income instead of unit case volume. We believe that tailored brand, package, price and channel strategies help achieve profitable growth. We are implementing these strategies and accelerating profitable growth through close alignment with our bottling partners.

**Cost Management.** A principal focus of cost management will continue to be on supply chain initiatives. Over the past year in North America, Japan and China, the Coca-Cola System established supply chain management companies to help increase procurement efficiencies and to centralize production and logistics operations. Lowering supply chain costs improves system economics. Alignment with all bottlers, including ways to achieve additional joint savings, represents a critical area of focus.

Cost reduction is another key initiative. One key area of focus, for example, is to decrease over time general and administrative costs as a percentage of net operating revenues. In 2003, we took steps to streamline and simplify our operations. Refer to Note 17. As a result of these streamlining initiatives, apart from the charge to 2003 earnings of \$561 million, we estimate that the Company's financial results benefited by approximately \$50 million (pretax) in 2003 and will benefit by at least \$100 million (pretax) on an annualized basis beginning in 2004.

**Efficient Capital Structure.** Our capital structure is intended to optimize our cost of capital. We believe our strong capital position, our access to key financial markets, our ability to raise funds at a low effective cost and our overall low cost of borrowing provide a competitive advantage.

As our cash flows increase, we expect to increase our share repurchases. Furthermore, dividends increased for the 42nd straight year in 2004, and we believe that for the foreseeable future, our Board of Directors intends to increase our dividends. Refer to MD&A heading "Financial Strategies and Risk Management."

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## Measurements

We believe these value drivers, when properly implemented, will result in: (1) maintaining or improving our gross profit margin; (2) providing additional leverage over time through reduced expenses as a percentage of net operating revenues; and (3) optimizing our cost of capital. The ultimate measure of our success will be reflected in the items below.

**Results of Operations.** Net operating revenues, gross profit, operating income, income before income taxes and net income per share represent key measurements of these value drivers. In 2003, net operating revenues totaled approximately \$21.0 billion, an 8 percent increase from 2002. Gross profit totaled \$13.3 billion in 2003, a 7 percent increase from 2002. Operating income was approximately \$5.2 billion, a 4 percent decrease from 2002. This amount included a charge of \$573 million primarily related to streamlining initiatives. Income before income taxes was approximately \$5.5 billion, virtually the same as 2002. Net income per share (basic and diluted) was \$1.77. These measurements will continue to be a key management focus in 2004 and beyond. Refer to MD&A heading "Operations Review."

**Liquidity and Capital Resources.** In 2003, our net cash provided by operating activities was approximately \$5.5 billion, a 15 percent increase from 2002. For years 2004 through 2008, we expect our cumulative net cash provided by operating activities to be in excess of \$32 billion. We believe this demonstrates one of our Company's strengths—the ability to generate significant cash flows to reinvest in our business. We utilize the cash in ways that management believes provides the greatest value. Principal uses of our cash flows are:

- *Share repurchases.* In 2003, share repurchases were approximately \$1.5 billion, and we expect 2004 share repurchases to be at least \$2 billion.
- *Dividends.* In 2003, dividends were approximately \$2.2 billion, and we increased dividends in 2004.
- *Capital expenditures.* These totaled \$812 million in 2003, and we expect 2004 capital expenditures to be less than \$1 billion.

Refer to MD&A heading "Liquidity, Capital Resources and Financial Condition."

## Opportunities, Challenges and Risks

Operating in more than 200 countries provides unique opportunities for our Company. Challenges and risks accompany these opportunities. Our Company's promise, six strategic priorities and the value drivers of our business provide the foundation for our response to the opportunities, challenges and risks before us.

Looking forward, management has identified certain challenges and risks that demand the attention of the beverage industry and our Company. Of these, three key challenges and risks are discussed below.

**Obesity and Inactive Lifestyles.** Increasing consumer and regulatory awareness of the health problems arising from obesity and inactive lifestyles represents a serious risk. We recognize that obesity is a complex and serious public health problem. Our commitment to consumers begins with our broad product line, led by Coca-Cola and a wide selection of diet and light beverages, juices and juice drinks, sports drinks and waters. Our commitment also includes adhering to the right policies in schools and in the marketplace; supporting programs to encourage physical activity and to promote nutrition education; and continuously meeting changing consumer needs through beverage innovation, choice and variety. We are committed to playing an appropriate role in helping to address this issue in cooperation with governments, educators and consumers through science-based solutions and programs.

**Water Quality and Quantity.** Water represents another issue that will increasingly require our Company's attention and collaboration with the beverage industry. Water is the main ingredient in every product our industry offers. It is also a limited resource facing unprecedented challenges from over-exploitation, increasing pollution and poor management.

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Our Company and the beverage industry are in an excellent position to share the water expertise we have developed in the communities we serve—in resource management, wastewater treatment, rainwater harvesting and even desalination. As demand for water continues to increase around the world, we expect cooperation will be critical.

**Free Trade.** We believe the benefits of free trade—comparative advantage, price competition, labor mobility and ultimately prosperity and economic growth over the long term—are clear. However, the breakdown of trade talks, public pressure against trade organizations and the selective increase in tariffs around the world demonstrate the challenges related to free trade. It is important for our Company in particular and the beverage industry in general to show leadership in communicating the benefits of free trade.

All three of these challenges and risks—obesity, water and free trade—have the *potential* to adversely affect our industry. We expect to work at the industry level to address these matters, and we believe our Company is well positioned to have a positive impact related to these challenges and risks.

In addition to the three key challenges and risks impacting our industry as discussed above, we have identified other challenges and risks that could impact the Company's future financial results including the following:

- maintenance of brand image and product quality;
- profitable expansion and growth of our family of brands in the competitive marketplace. Refer to MD&A heading "Profitable Growth."
- restrictions on imports and exports and sources of supply; duties or tariffs; and changes in governmental regulations;
- the imposition of additional restrictions on currency conversion and remittances abroad; and
- policy concerns particular to the United States with respect to a country in which the Company has operations.

We believe many opportunities accompany these challenges and risks. Among these opportunities, we believe the following opportunities exist for our Company.

- growth potential for all nonalcoholic beverage categories—carbonated soft drinks, waters, juices and juice drinks, teas, coffees and sports drinks;
- new product introductions, intended to contribute to higher gross profits;
- premium packages, intended to generate strong revenue growth;
- significant package, pricing and channel opportunities to maximize profitable growth, especially in North America, Japan and other key markets; and
- proper positioning to capture industry growth—we believe more than 80 percent of worldwide incremental industry growth through 2007 will be from locations outside the United States.

Looking back at 2003, we identified several events noted below that negatively impacted our Company. These events impacted seven countries directly (and other countries indirectly) on five continents, highlighting the risks of operating globally. Despite these 2003 challenges and risks, our Company posted net operating revenues and net income growth. Processes that allow us to anticipate crises (where possible) and respond quickly to challenges and risks are critical to our success.

- production shutdown of the Company's products in Venezuela for approximately one-half of the first quarter of 2003 due to a national general strike and political turmoil;
- disruption caused by the implementation of a German deposit law on nonreturnable packages;

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- the war in Iraq and continued overall political unrest in the Middle East;
  - poor weather conditions in Japan and parts of North America;
  - fewer consumers in North American restaurants, hotels and leisure channels;
  - outbreak of Severe Acute Respiratory Syndrome ("SARS");
  - product recall in Japan surrounding two successful new products; and
  - accusations, which we believe to be false, that our soft drinks in India contain high levels of pesticides.

### **Financial Strategies and Risk Management**

The following strategies are intended to optimize our cost of capital. We consider these strategies to be of critical importance in pursuing our goal of maximizing shareholder value.

#### **Debt Financing**

Our Company maintains debt levels we consider prudent based on our cash flow, interest coverage and percentage of debt to capital. We use debt financing to lower our overall cost of capital, which increases our return on share-owners' equity.

As of December 31, 2003, our long-term debt was rated "A+" by Standard & Poor's and "Aa3" by Moody's, and our commercial paper program was rated "A-1" and "P-1" by Standard & Poor's and Moody's, respectively. In assessing our credit strength, both Standard & Poor's and Moody's consider our capital structure and financial policies as well as aggregated balance sheet and other financial information for the Company and certain bottlers including Coca-Cola Enterprises Inc. ("CCE") and Coca-Cola Hellenic Bottling Company S.A. ("CCHBC"). While the Company has no legal obligation for the debt of these bottlers, the rating agencies believe the strategic importance of the bottlers to the Company's business model provides the Company with an incentive to keep these bottlers viable. If our credit ratings were reduced by the rating agencies, our interest expense could increase. Additionally, if certain bottlers' credit ratings were to decline, the Company's share of equity income could be reduced as a result of the

potential increase in interest expense for these bottlers.

The rating agencies monitor our interest coverage ratio. Generally, this ratio is computed as income before taxes plus interest expense, divided by the sum of interest expense and capitalized interest. The interest coverage ratio was 32x, 28x and 20x, respectively, for the years ended December 31, 2003, 2002 and 2001. Rating agencies often exclude unusual items from the calculation; however, we calculated the ratios based on our reported results.

We monitor our interest coverage ratio and, as previously indicated, the rating agencies consider our ratio in assessing our credit ratings. However, as described above, the rating agencies aggregate financial data for certain bottlers with our Company when assessing our debt rating. As such, the key measure is the aggregate interest coverage ratio of the Company and certain bottlers. Both Standard & Poor's and Moody's employ different aggregation methodologies and have different thresholds for the aggregate interest coverage ratio. These thresholds are not necessarily permanent nor are they fully disclosed to our Company.

Our global presence and strong capital position give us access to key financial markets around the world, enabling us to raise funds with a low effective cost. This posture, coupled with active management of our mix of short-term and long-term debt, results in a lower overall cost of borrowing. Our debt management policies, in conjunction with our share repurchase programs and investment activity, can result in current liabilities exceeding current assets.

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In managing our use of debt, we also monitor the following financial measures:

December 31,	2003	2002	2001
Net debt (in billions)	\$ 1.9	\$ 3.0	\$ 3.2
Net debt-to-net capital	12%	20%	22%
Ratio of earnings to fixed charges	24.6x	23.2x	18.1x

Our Company monitors the financial measures discussed above in conjunction with our mix of fixed-rate and variable-rate debt and other business and financial risks. The above financial measures trended positively in 2003 and 2002, reflecting improved business results and effective capital management strategies.

#### Share Repurchases

In October 1996, our Board of Directors authorized a plan to repurchase up to 206 million shares of our Company's common stock through 2006. The table below presents shares repurchased and average price per share under the 1996 plan:

Year Ended December 31,	2003	2002	2001
Number of shares repurchased (in millions)	33	14	5
Average price per share	\$ 44.33	\$ 48.42	\$ 48.53

Since the inception of our initial share repurchase program in 1984 through our current program as of December 31, 2003, we have purchased more than 1 billion shares of our Company's common stock. This represents 33 percent of the shares outstanding as of January 1, 1984 at an average price per share of \$14.07.

We expect to repurchase at least \$2 billion of the Company's common shares in 2004. Because we expect our operating cash flows to increase in subsequent years, we also expect to increase repurchases of the Company's common shares in subsequent years.

#### Dividend Policy

At its February 2004 meeting, our Board of Directors again increased our quarterly dividend by approximately 14 percent, raising it to \$0.25 per share, equivalent to a full-year dividend of \$1.00 per share in 2004. This is our 42<sup>nd</sup> consecutive annual increase. Our annual common stock dividend was \$0.88 per share, \$0.80 per share and \$0.72 per share in 2003, 2002 and 2001, respectively. The 2003 dividend represents a 10 percent increase from 2002, and the 2002 dividend compared to 2001 represents an 11 percent increase.

#### Financial Risk Management

Our Company uses derivative financial instruments primarily to reduce our exposure to adverse fluctuations in interest rates and foreign exchange rates and, to a lesser extent, adverse fluctuations in commodity prices and other market risks. We do not enter into derivative financial instruments for trading purposes. As a matter of policy, all our derivative positions are used to reduce risk by hedging an underlying economic exposure. Because of the high correlation between the hedging instrument and the underlying exposure, fluctuations in the value of the instruments are generally offset by reciprocal changes in the value of the underlying exposure. Virtually all of our derivatives are straightforward, over-the-counter instruments with liquid markets.

**Foreign Currency.** We manage most of our foreign currency exposures on a consolidated basis, which allows us to net certain exposures and take advantage of any natural offsets. Our five geographic operating segments generated approximately 81 percent of 2003 operating income outside the United States; therefore, weakness in one particular currency is often offset by strengths in others over time. We use derivative financial instruments to further reduce our net exposure to currency fluctuations.

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Our Company enters into forward exchange contracts and purchases currency options (principally euro and Japanese yen) and collars to hedge certain portions of forecasted cash flows denominated in foreign currencies. Additionally, we enter into forward exchange contracts to offset the earnings impact relating to exchange rate fluctuations on certain monetary assets and liabilities. We also enter into forward exchange contracts as hedges of net investments in international operations.

**Interest Rates.** We monitor our mix of fixed-rate and variable-rate debt, as well as our mix of term debt versus nonterm debt. This monitoring includes a review of business and other financial risks as noted above. We also enter into interest rate swap agreements to manage these risks.

**Value at Risk.** We monitor our exposure to financial market risks using several objective measurement systems, including value-at-risk models. Our value-at-risk calculations use a historical simulation model to estimate potential future losses in the fair value of our derivatives and other financial instruments that could occur as a result of

adverse movements in foreign currency and interest rates. We have not considered the potential impact of favorable movements in foreign currency and interest rates on our calculations. We examined historical weekly returns over the previous 10 years to calculate our value at risk. The average value at risk represents the simple average of quarterly amounts over the past year. As a result of our foreign currency value-at-risk calculations, we estimate with 95 percent confidence that the fair values of our foreign currency derivatives and other financial instruments, over a one-week period, would decline by less than \$26 million, \$34 million and \$43 million, respectively, using 2003, 2002 or 2001 average fair values and by less than \$28 million and \$31 million, respectively, using December 31, 2003 and 2002 fair values. According to our interest rate value-at-risk calculations, we estimate with 95 percent confidence that any increase in our net interest expense due to an adverse move in our 2003 average or in our December 31, 2003 interest rates over a one-week period would not have a material impact on our financial statements. Our December 31, 2002 and 2001 estimates also were not material to our financial statements.

#### **Application of Critical Accounting Policies**

Management discussed with our Audit Committee the development, selection and disclosure of our critical accounting policies and estimates and the application of these policies and estimates.

#### **Basis of Presentation and Consolidation**

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. Our Company consolidates all entities that we control by ownership of a majority voting interest. Refer to Note 1 for a discussion of variable interest entities.

We use the equity method to account for our investments for which we have the ability to exercise significant influence over operating and financial policies. Our consolidated net income includes our Company's share of the net earnings of these companies. The difference between consolidation and the equity method impacts certain financial ratios because of the presentation of the detailed line items reported in the financial statements. However, our consolidated net income for the period and our share-owners' equity at the end of the period are the same whether the investment in the company is accounted for under the equity method or the company is consolidated. Our judgments regarding the level of influence of each equity method investment include considering key factors such as our ownership interest, representation on the board of directors, participation in policy-making decisions and material intercompany transactions.

We use the cost method to account for our investments in companies that we do not control and for which we do not have the ability to exercise significant influence over operating and financial policies. In accordance with the cost method, these investments are recorded at cost or fair value, as appropriate. We record dividend income when applicable dividends are declared.

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Our Company eliminates from our financial results all significant intercompany transactions, including the intercompany portion of transactions with equity method investees.

Effective February 2002, our Company acquired control of Coca-Cola Erfrischungsgetraenke AG ("CCEAG"), the largest bottler of the Company's beverage products in Germany. Under our policy, we concluded that CCEAG should be consolidated in our financial statements based on the following.

Prior to February 2002, our Company accounted for CCEAG under the equity method of accounting. Our Company had an approximate 41 percent ownership interest in the outstanding shares of CCEAG. In February 2002, in accordance with the terms of the Control and Profit and Loss Transfer Agreement ("CPL"), our Company obtained control of CCEAG for a period of up to five years. Furthermore, we also entered into a Pooling Agreement with certain share owners of CCEAG that provided our Company with voting control of CCEAG. In return for control of CCEAG, the Company guaranteed annual payments, in lieu of dividends by CCEAG, to all other CCEAG share owners. Additionally, all other CCEAG share owners entered into either a put or a put/call option agreement with the Company, exercisable at any time up to the December 31, 2006 expiration date. Our Company entered into either put or put/call agreements for shares representing an approximate 59 percent interest in CCEAG. The spread in the strike prices of the put and call options is only approximately 3 percent.

Because the terms of the CPL transferred control and all the economic risks and rewards of CCEAG to the Company immediately, we determined consolidation was appropriate. Refer to Note 18.

In December 2003, the Financial Accounting Standards Board ("FASB") issued FASB Interpretation No. 46 (revised December 2003) ("Interpretation 46"), "Consolidation of Variable Interest Entities." We do not anticipate that Interpretation 46 will have a material impact on our basis of presentation and consolidation. Refer to Note 1.

#### **Recoverability of Noncurrent Assets**

Management's assessment of the recoverability of noncurrent assets involves critical accounting estimates. The assessments reflect management's best assumptions and estimates. Factors that management must estimate when performing impairment tests include, among other items, sales volume, prices, inflation, discount rates, marketing spending, exchange rates, tax rates and capital spending. These factors are interdependent and therefore do not change in isolation. Significant management judgment is involved in estimating these factors, and they include inherent uncertainties; however, the assumptions we use are consistent with our internal planning. Management periodically evaluates and updates the estimates based on the conditions that influence these factors. The variability of these factors depends on a number of conditions, including uncertainty about future events, and thus our accounting estimates may change from period to period. If other assumptions and estimates had been used in the current period, the balances for noncurrent assets could have been materially impacted. Furthermore, if management uses different assumptions or if different conditions occur in future periods, future operating results could be materially impacted.

Operating in more than 200 countries subjects our Company to many uncertainties and risks related to various economic, political and regulatory environments. Refer to MD&A heading "Our Business—Opportunities, Challenges and Risks." As a result, many assumptions must be made by management when determining the recoverability of noncurrent assets. An example of one uncertainty relates to the deposit law on certain nonreturnable beverage packages enacted by the German government in the first quarter of 2003. The change in law on January 1, 2003 and subsequent developments resulted in most retailers delisting nonreturnable packages. After an initial decrease in volume growth, our management acted quickly to address this matter and, as a result, our business posted sequential quarterly improvements. The new deposit law has created a difficult environment for the industry, but we believe our management successfully positioned our Company to respond to German consumers' increasing preference for returnable packaging. However, if other unexpected political matters or abrupt market shifts occur that impact our industry or our Company, certain

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assets in Germany may be at risk for impairment. We proactively managed and will continue to manage our investments in new returnable lines and related bottling infrastructure to minimize our exposure as the ongoing regulatory changes develop. We will continue to monitor this situation.

For the following noncurrent assets, we perform tests of impairment, as appropriate. For the applicable assets, we perform tests when certain conditions exist that may

indicate the carrying value may not be recoverable. For other applicable assets, we perform tests at least annually or more frequently if events or circumstances indicate that an asset may be impaired:

December 31, 2003	Carrying Value	Percentage of Total Assets
<b>(In millions except percentages)</b>		
Tested for impairment when conditions exist that indicate carrying value may not be recoverable:		
Equity method investments	\$ 5,224	19
Cost method investments, principally bottling companies	314	1
Other assets	3,322	12
Property, plant and equipment, net	6,097	22
Amortized intangible assets, net (various, principally trademarks)	165	1
Tested for impairment at least annually or when events indicate that an asset may be impaired:		
Trademarks with indefinite lives	\$ 1,979	7
Goodwill	1,029	4
Bottlers' franchise rights	658	2
Other intangible assets not subject to amortization	158	1

Many of the noncurrent assets listed above are located in markets that we consider to be developing or to have changing political environments. These markets include Germany, where the future of the nonreturnable deposit law creates uncertainty; the Middle East, where political and civil unrest continues; and certain markets in Latin America, Asia and Africa where local economic and political conditions are unstable. In many of these markets, the Company has bottling assets and investments. The list below reflects the Company's carrying value of noncurrent assets in these markets. By nature, these assets involve inherent risks not relevant to assets located in developed or stable markets.

December 31, 2003	Carrying Value	Percentage of Applicable Line Item Above
<b>(In millions except percentages)</b>		
Tested for impairment when conditions exist that indicate carrying value may not be recoverable:		
Equity method investments	\$ 552	11
Cost method investments, principally bottling companies	108	34
Other assets	245	7
Property, plant and equipment, net	1,813	30
Amortized intangible assets, net (various, principally trademarks)	56	34
Tested for impairment at least annually or when events indicate that an asset may be impaired:		
Trademarks with indefinite lives	\$ 204	10
Goodwill	853	83
Bottlers' franchise rights	436	66
Other intangible assets not subject to amortization	26	16

**Equity Method and Cost Method Investments.** For most publicly traded investments, the fair value of our Company's investment is often readily available based on quoted market prices. For non-publicly traded investments, management's assessment of fair value is based on valuation methodologies including discounted cash flows, estimates of sales proceeds and external appraisals, as appropriate. The ability to accurately predict future cash flows, especially in developing and unstable markets, may impact the determination of fair value.

In the event a decline in fair value of an investment occurs, management may be required to determine if the decline in market value is other than temporary. Management's assessments as to the nature of a decline in fair value are based on the valuation methodologies discussed above and our ability and intent to hold the investment. We consider our equity method investees to be strategic long-term investments; therefore, we generally complete our assessments with a long-term viewpoint. If the fair value is less than the carrying value and the decline in value is considered to be other than temporary, an appropriate write-down is recorded. Management's assessments of fair value in accordance with these valuation methodologies represent our best estimates as of the time of the impairment review and are consistent with our internal planning. If different fair values were estimated, this could have a material impact on the financial statements.

The following table presents the difference between calculated fair values, based on quoted closing prices of publicly traded shares, and our Company's carrying values for significant publicly traded bottlers accounted for as equity method investees (in millions):

December 31, 2003	Fair Value	Carrying Value	Difference <sup>1</sup>
Coca-Cola Enterprises Inc.	\$ 3,695	\$ 1,260	\$ 2,435
Coca-Cola FEMSA, S.A. de C.V.	1,568	674	894

Coca-Cola Hellenic Bottling Company S.A.	1,109	941	168
Coca-Cola Amatil Limited	1,083	652	431
Grupo Continental, S.A.	266	169	97
Coca-Cola Bottling Company Consolidated	131	61	70
Coca-Cola Embonor S.A.	126	135	(9)
Coca-Cola West Japan Company Ltd.	78	123	(45)
Embotelladoras Polar S.A.	38	41	(3)
	\$ 8,094	\$ 4,056	\$ 4,038

<sup>1</sup> In instances where carrying value exceeds fair value, the current decline in value is considered to be temporary.

**Other Assets.** Our Company invests in infrastructure programs with our bottlers that are directed at strengthening our bottling system and increasing unit case volume. Additionally, our Company advances payments to certain customers to fund future marketing activities intended to generate profitable volume and expenses such payments over the applicable period. Advance payments are also made to certain customers for distribution rights. Payments under these programs are generally capitalized as other assets in our balance sheets. Management periodically evaluates the recoverability of these assets by preparing estimates of sales volume, the resulting gross profit, cash flows and other factors. If the assets are assessed to be recoverable, they are amortized over the periods benefited. If the carrying value of these assets is considered to be not recoverable, such assets are written down as appropriate.

**Property, Plant and Equipment.** Certain events or changes in circumstances may indicate that the recoverability of the carrying amount of property, plant and equipment should be assessed. Such events or changes may include a significant decrease in market value, a significant change in the business climate in a particular market, or a current-period operating or cash flow loss combined with historical losses or projected future losses. If an event occurs or changes in circumstances are present, we estimate the future cash flows expected to result from the use of the asset and its eventual disposition. If the sum of the expected future cash

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flows (undiscounted and without interest charges) is less than the carrying amount, we recognize an impairment loss. The impairment loss recognized is the amount by which the carrying amount exceeds the fair value.

**Goodwill, Trademarks and Other Intangible Assets.** Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets," classifies intangible assets into three categories: (1) intangible assets with definite lives subject to amortization; (2) intangible assets with indefinite lives not subject to amortization; and (3) goodwill. For intangible assets with definite lives, tests for impairment must be performed if conditions exist that indicate the carrying value may not be recoverable. For intangible assets with indefinite lives and goodwill, tests for impairment must be performed at least annually. Such tests for impairment are also required for intangible assets recorded by our equity method investees.

Our trademarks and other intangible assets determined to have definite lives are amortized over their useful lives. In accordance with SFAS No. 142, if conditions exist that indicate the carrying value may not be recoverable, we review such trademarks and other intangible assets with definite lives for impairment to ensure they are appropriately valued. Such conditions may include an economic downturn in a market or a change in the assessment of future operations. Trademarks and other intangible assets determined to have an indefinite useful life are not amortized. We test such trademarks and other intangible assets with indefinite useful lives for impairment annually or more frequently if events or circumstances indicate that assets might be impaired. Goodwill is not amortized. We perform tests for impairment of goodwill annually or more frequently if events or circumstances indicate it might be impaired. Such tests include comparing the fair value of a reporting unit with its carrying value, including goodwill. We use a variety of methodologies in conducting these impairment assessments, including cash flow analysis, estimates of sales proceeds and independent appraisals. Where applicable, we use an appropriate discount rate, based on the Company's cost of capital rate or location-specific economic factors.

#### Income Taxes

Our income tax expense and related balance sheet amounts involve significant management estimates and judgments. Judgments regarding realization of deferred tax assets and the ultimate outcome of tax-related contingencies represent key items involved in the determination of income tax expense and related balance sheet accounts.

Deferred tax assets represent items to be used as a tax deduction or credit in future tax returns for which we have already properly recorded the tax benefit in our income statement. Realization of our deferred tax assets reflects our tax planning strategies. We establish valuation allowances for deferred tax assets that we do not believe will be realized.

Tax assessments may arise several years after tax returns have been filed. Predicting the outcome of such tax assessments involves uncertainty; however, we believe that recorded tax liabilities adequately account for our analysis of probable outcomes.

Refer to Note 15.

#### Contingencies

Our Company is subject to various claims and contingencies related to legal proceedings. Refer to Note 11. Due to their nature, such legal proceedings involve inherent uncertainties including, but not limited to, court rulings, negotiations between affected parties and governmental actions. Management assesses the probability of loss for such contingencies and accrues a liability and/or discloses the relevant circumstances, as appropriate. Management believes that any liability to the Company that may arise as a result of currently pending legal proceedings will not have a material adverse effect on the financial condition of the Company taken as a whole.

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## Operations Review

### *Analysis of Consolidated Statements of Income*

Year Ended December 31,	2003	2002	2001	Percent Change	
				03 vs. 02	02 vs. 01
(In millions except per share data and percentages)					
<b>NET OPERATING REVENUES</b>	\$ 21,044	\$ 19,564	\$ 17,545	8	12

Cost of goods sold	7,762	7,105	6,044	9	18
<b>GROSS PROFIT</b>	<b>13,282</b>	<b>12,459</b>	<b>11,501</b>	<b>7</b>	<b>8</b>
<b>GROSS PROFIT MARGIN</b>	<b>63.1%</b>	<b>63.7%</b>	<b>65.6%</b>		
Selling, general and administrative expenses	7,488	7,001	6,149	7	14
Other operating charges	573	—	—	*	*
<b>OPERATING INCOME</b>	<b>5,221</b>	<b>5,458</b>	<b>5,352</b>	<b>(4)</b>	<b>2</b>
<b>OPERATING MARGIN</b>	<b>24.8%</b>	<b>27.9%</b>	<b>30.5%</b>		
Interest income	176	209	325	(16)	(36)
Interest expense	178	199	289	(11)	(31)
Equity income—net	406	384	152	6	153
Other income (loss)—net	(138)	(353)	39	*	*
Gains on issuances of stock by equity investees	8	—	91	*	*
<b>INCOME BEFORE INCOME TAXES AND CUMULATIVE EFFECT OF ACCOUNTING CHANGE</b>	<b>5,495</b>	<b>5,499</b>	<b>5,670</b>	<b>—</b>	<b>(3)</b>
Income taxes	1,148	1,523	1,691	(25)	(10)
Effective tax rate	20.9%	27.7%	29.8%		
<b>NET INCOME BEFORE CUMULATIVE EFFECT OF ACCOUNTING CHANGE</b>	<b>4,347</b>	<b>3,976</b>	<b>3,979</b>	<b>9</b>	<b>—</b>
Cumulative effect of accounting change for SFAS No. 142, net of income taxes:					
Company operations	—	(367)	—	*	*
Equity investees	—	(559)	—	*	*
Cumulative effect of accounting change for SFAS No. 133, net of income taxes	—	—	(10)	*	*
<b>NET INCOME</b>	<b>\$ 4,347</b>	<b>\$ 3,050</b>	<b>\$ 3,969</b>	<b>43</b>	<b>(23)</b>
<b>PERCENTAGE OF NET OPERATING REVENUES</b>	<b>20.7%</b>	<b>15.6%</b>	<b>22.6%</b>		
<b>NET INCOME PER SHARE:</b>					
Basic	\$ 1.77	\$ 1.23	\$ 1.60	44	(23)
Diluted	\$ 1.77	\$ 1.23	\$ 1.60	44	(23)

\* Calculation is not meaningful.

Refer to the above Analysis of Consolidated Statements of Income in condensed form while reading the operations review below.

### Net Operating Revenues

Net operating revenues increased by \$1,480 million in 2003 versus 2002. Net operating revenues increased by \$2,019 million in 2002 versus 2001.

The following table indicates, on a percentage basis, the estimated impact of key factors resulting in significant increases (decreases) in net operating revenues:

Year Ended December 31,	2003 vs. 2002	2002 vs. 2001
Increase in gallon sales, including acquisitions	3%	5%
Structural changes	(1)	6
Price and product/geographic mix	1	3
Impact of currency fluctuations versus the U.S. dollar	5	(2)
<b>Total percentage increase</b>	<b>8%</b>	<b>12%</b>

The increase in gallon sales in 2003 included the favorable impact of the consolidation of full year results in 2003 for 2002 acquisitions. In the second quarter of 2002, our Company entered into a long-term license agreement involving Seagram's mixers, a carbonated line of drinks. In the third quarter of 2002, our Company and Danone Waters of North America ("DWNA") formed a new joint venture company, CCDA Waters, L.L.C. ("CCDA") for the production, marketing and distribution of DWNA's bottled spring and source water business in the United States. We own a controlling 51 percent interest in the joint venture company, with a license for the use of the Dannon and Sparkletts brands, as well as ownership of several value brands. Also in the third quarter of 2002, we entered into a master distribution agreement for the Evian water brand in the United States and Canada. Gallons shipped in 2003 increased when compared to 2002 as a result of owning and operating these businesses throughout 2003 compared to only owning and operating them for a portion of 2002.

"Structural changes" refer to acquisitions or dispositions of bottling or canning operations. Structural changes had a negative impact in 2003 due partially to the deconsolidation of Cosmos Bottling Corporation ("CBC") during the second quarter of 2003. This negative impact was partially offset by the inclusion of one additional month of revenue from CCEAG. CCEAG was consolidated in February 2002; therefore, the 2002 period contained only 11 months of CCEAG revenues versus the full year in 2003.

Effective October 1, 2003, the Company and all our bottling partners in Japan completed a structural change that created a nationally integrated supply chain management company to centralize procurement, production and logistics operations for the entire Coca-Cola system in Japan. As a result of the creation of this supply chain management company in Japan, a portion of our Company's business has essentially been converted from a finished product business model to a concentrate business model. This shift of certain products to a concentrate business model resulted in a reduction of revenues and cost of goods sold, each in the same amount (\$282 million), thus having no impact on our Company's gross profit or operating income. The formation of this entity included the sale of Company inventory and the leasing of certain Company assets to this new entity on October 1, 2003, as well as our recording of a liability for certain contractual obligations to Japanese bottlers. Such amounts were not material to the Company's results

of operations. We expect that both net operating revenues and cost of goods sold will be reduced by approximately \$750 million for the nine months ending September 30, 2004 compared to the same period of 2003.

The timing of acquisitions and structural changes does not occur consistently from period to period. As a result, anticipating the impact of such transactions on future increases or decreases in net operating revenues (and other financial statement line items) usually is not possible. However, we expect to continue to sell bottling interests and buy bottling interests in limited circumstances, and as a result, we will continue to have structural impacts to our financial statements in future periods.

The impact of the weaker U.S. dollar in 2003 was driven primarily by the stronger euro that favorably impacted the Europe, Eurasia and Middle East operating segment and the stronger yen that favorably impacted

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the Asia operating segment. This impact was partially offset by generally weaker currencies negatively impacting our Latin America operating segment.

The acquisitions of our interests in Odwalla, Inc. ("Odwalla"), the CCDA water brands and CBC (structural change) contributed significantly to the increased 2002 net operating revenues.

The most significant structural change in 2002 was the consolidation of CCEAG. This consolidation was partially offset by the sale and resulting deconsolidation of our Russian and Baltics bottling operations.

The combined 2002 net operating revenues resulting from the structural change of CCEAG and the acquisitions of our interests in Odwalla, CCDA and CBC were approximately \$1.5 billion. The Russian and Baltics bottling operations accounted for approximately \$150 million of 2001 net operating revenues.

Price increases and product/geographic mix in selected countries positively impacted our 2002 net operating revenues. The improvements in these core business factors reflected a positive trend in 2002.

The strength of the U.S. dollar in 2002 relative to most major currencies had a negative impact on net operating revenues. The stronger U.S. dollar compared to the Japanese yen, the Argentine peso, the Mexican peso, the Brazilian real, the Venezuelan bolivar and the South African rand was partially offset by strength in the euro. Refer to MD&A heading "Exchange."

Information about our net operating revenues by operating segment on a percentage basis is as follows:

Year Ended December 31,	2003	2002	2001
North America	30.1%	32.0%	32.7%
Africa	3.9	3.5	3.6
Asia	24.0	25.8	27.7
Europe, Eurasia & Middle East	31.2	26.9	22.6
Latin America	9.7	10.7	12.4
Corporate	1.1	1.1	1.0
Net operating revenues	100.0%	100.0%	100.0%

The net operating revenues for Europe, Eurasia and Middle East significantly increased in 2003 due to sound business fundamentals, innovation, strong marketing strategies, rigorous cost management, positive currency trends and favorable weather during the summer months. The 2002 net operating revenues for Europe, Eurasia and Middle East increased primarily due to the consolidation of CCEAG. Net operating revenues in 2002 for Latin America were negatively impacted by exchange fluctuations and challenging economic conditions, primarily in Argentina, Venezuela and Brazil.

#### Gross Profit

The decrease in 2003 gross profit margin versus 2002 was primarily the result of the inclusion of higher-revenue, lower-margin CCEAG, CCDA and Evian results for the full year of 2003. These results were partially offset by the creation of the nationally integrated supply chain company in Japan (previously discussed under MD&A heading "Net Operating Revenues"), the deconsolidation of CBC during the second quarter of 2003 and the receipt during the first quarter of 2003 of a settlement of approximately \$52 million from certain defendants in a vitamin antitrust litigation. Refer to Note 16.

We currently estimate that the creation of the nationally integrated supply chain company in Japan, partially offset by other structural changes such as consolidation of entities in accordance with Interpretation 46, will improve the gross profit margin in 2004 compared to 2003. Refer to Note 1 for a discussion of Interpretation 46.

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Our cost of goods sold increased in 2002 compared to 2001 primarily as a result of the acquisitions of our interests in Odwalla, the CCDA water brands and CBC and the structural change of CCEAG. Total combined 2002 cost of goods sold for these entities was \$844 million.

Our decrease in 2002 gross profit margin was due primarily to the consolidation of lower-margin operations, primarily the CCEAG structural change and the acquisitions of our interests in Odwalla, the CCDA water brands and CBC. These decreases were partially offset by the sale and resulting deconsolidation of our Russian and Baltics bottling operations. Generally, bottling, canning and vending operations produce higher net revenues but lower gross profit margins compared to concentrate and syrup operations.

#### Selling, General and Administrative Expenses

The following table includes the significant components of selling, general and administrative expenses (in millions):

Year Ended December 31,	2003	2002	2001
Selling expenses	\$ 3,074	\$ 2,915	\$ 2,395

Advertising expenses	1,905	1,775	1,970
General and administrative expenses	2,102	1,946	1,743
Stock-based compensation expense	407	365	41
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Selling, general and administrative expenses	\$ 7,488	\$ 7,001	\$ 6,149
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Selling, general and administrative expenses were approximately 7 percent higher in 2003 versus 2002. Approximately 4 percentage points of this increase were due to an overall weaker U.S. dollar (primarily compared to the euro). These expenses also increased by \$75 million as a result of increases for benefit plans, including defined benefit pension plans, defined contribution pension plans, and postretirement health care and life insurance benefits plans. Selling expenses increased by approximately \$32 million due to the inclusion of one additional month of operations for CCEAG in 2003 compared to 2002. The Seagram's mixers, the CCDA water brands and Evian transactions during 2002 resulted in an increase of approximately \$43 million in selling, general and administrative expenses as a result of including full-year expenses in 2003 compared to only a portion of 2002. These increases were partially offset by effective management of operating expenses.

Acquisitions of our interests in Odwalla, CCDA and CBC and the structural change of CCEAG increased selling expenses by \$430 million and general and administrative expenses by \$136 million in 2002. These increases were partially offset by the sale and resulting deconsolidation of our Russian and Baltics bottling operations.

The adoption of SFAS No. 142 and its related impact is discussed in Notes 1 and 4. Upon adoption of SFAS No. 142, intangible assets that have indefinite lives and goodwill previously amortized are no longer amortized. Due to the adoption of SFAS No. 142, amortization expense for 2002 was reduced by approximately \$60 million. Substantially all such amortization expense was included in the general and administrative expenses line item.

As discussed in Notes 1 and 13, effective January 1, 2002, our Company adopted the preferable fair value recognition provisions of SFAS No. 123, "Accounting for Stock-Based Compensation" and selected the modified prospective transition method under the provisions of SFAS No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure." Prior to 2002, our Company accounted for stock-based compensation under the recognition and measurement provisions of APB Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB No. 25") and related interpretations. For stock options, no stock-based employee compensation expense was reflected in net income for the year ended December 31, 2001. In 2001, the Company recorded \$41 million in stock-based compensation expense for its restricted stock plans. In 2003 and 2002, stock-based compensation expense was recognized as if the fair value method of SFAS No. 123 had been

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applied from its original effective date. Of the \$422 million recorded in 2003, \$407 million was recorded in selling, general and administrative expenses and \$15 million was recorded in other operating charges.

A stronger U.S. dollar relative to most major currencies partially offset the increases in selling, general and administrative expenses in 2002 compared to 2001.

**Pension Benefits.** Net periodic cost for our defined benefit pension plans was \$120 million, \$72 million and \$62 million, respectively, for the years ended December 31, 2003, 2002 and 2001. These expenses are included in general and administrative expenses.

The decrease in our expected weighted-average, long-term rate of return assumption, the decrease in our discount rate assumption and increased amortization of actuarial losses increased our net periodic pension cost by \$48 million in 2003 compared to 2002. Net periodic pension cost in 2004 is expected to be in the range of \$20 million to \$25 million higher than 2003 due to a decrease in our discount rate assumptions and increased amortization of actuarial losses.

Refer to Note 14.

#### Other Operating Charges

Operating income in 2003 reflected the impact of \$561 million of expenses related to the 2003 streamlining initiatives. A majority of the charges related to initiatives in North America and Germany. In North America, the Company integrated the operations of three separate North American business units—Coca-Cola North America, Minute Maid and Fountain. In Germany, CCEAG took steps to improve its efficiency in sales, distribution and manufacturing, and our German Division office also implemented streamlining initiatives. Selected other operations also took steps to streamline their operations to improve overall efficiency and effectiveness.

The total streamlining initiative costs incurred for the year ended December 31, 2003 by operating segment were as follows (in millions):

North America	\$ 273
Africa	12
Asia	18
Europe, Eurasia & Middle East	183
Latin America	8
Corporate	67
<hr/>	
Total	\$ 561
<hr/>	

These initiatives resulted in the separation of a total of approximately 3,700 associates in 2003, primarily in North America, Germany and Asia. As a result of these streamlining initiatives, apart from the charge to 2003 earnings of \$561 million, we estimate that the Company's financial results benefited by approximately \$50 million (pretax) in 2003 and will benefit by at least \$100 million (pretax) on an annualized basis beginning in 2004.

Refer to Note 17.

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#### Operating Income and Operating Margin

Information about our operating income by operating segment on a percentage basis is as follows:

Year Ended December 31,	2003	2002	2001
North America	23.0 %	27.4 %	27.7 %
Africa	4.8	4.1	5.2
Asia	32.3	33.3	32.9
Europe, Eurasia & Middle East	36.5	29.5	27.3
Latin America	18.6	19.0	20.4
Corporate	(15.2)	(13.3)	(13.5)
Operating income	100.0 %	100.0 %	100.0 %

As demonstrated by the table above, the percentage contribution to operating income by each operating segment fluctuated from year to year. Operating income was influenced by a variety of factors and events, primarily the following items:

- As a result of streamlining charges, 2003 operating income was reduced by \$561 million as previously discussed. Refer to Note 17.
- In 2003, as a result of the impact of adopting the fair value method of accounting for stock-based compensation under SFAS No. 123, operating income was reduced by \$127 million for North America, \$26 million for Africa, \$55 million for Asia, \$54 million for Europe, Eurasia and Middle East, \$24 million for Latin America and \$113 million for Corporate. In 2002, as a result of the impact of adopting the fair value method of accounting for stock-based compensation under SFAS No. 123, operating income was reduced by \$119 million for North America, \$24 million for Africa, \$51 million for Asia, \$51 million for Europe, Eurasia and Middle East, \$22 million for Latin America and \$106 million for Corporate. Refer to Notes 13 and 19.
- In 2003, Europe, Eurasia and Middle East operating income significantly increased due to sound business fundamentals, innovation, strong marketing strategies, rigorous cost management, positive currency trends and favorable weather during the summer months.
- In 2002, Latin America was negatively impacted by exchange fluctuations and challenging economic conditions, primarily in Argentina, Venezuela and Brazil.
- As a result of the Company's receipt of a settlement related to a vitamin antitrust litigation matter, operating income in 2003 increased by \$52 million for Corporate. Refer to Note 16.

#### **Interest Income and Interest Expense**

In 2003, interest income decreased by \$33 million compared to 2002 primarily due to lower interest rates earned on short-term investments. Nevertheless, the Company continues to benefit from cash invested in locations outside the United States earning higher interest rates than could be obtained within the United States. Conversely, a majority of our interest expense is incurred on borrowings in the United States. Interest expense in 2003 decreased by \$21 million mainly as a result of both a decrease in average commercial paper debt balances and lower interest rates for commercial paper borrowings.

A majority of the 2002 decrease of \$116 million in interest income compared to 2001 was due to lower interest rates earned on short-term investments during 2002. The 2002 decrease in interest expense of \$90 million versus 2001 was due to both a decrease in average commercial paper borrowings and lower interest rates for commercial paper borrowings. The decrease in interest expense for commercial paper borrowings was partially offset by increased interest expense on long-term debt related to the consolidation of CCEAG (refer to Note 18) and the issuance during 2002 of \$750 million of notes due June 1, 2005. The proceeds from this \$750 million long-term debt issuance were used to reduce current debt (refer to Note 7).

#### **Equity Income—Net**

Equity income for the majority of our investees increased during 2003 due to the overall improving health of the Coca-Cola bottling system around the world. Our equity income for 2003 was negatively impacted by a \$102 million charge primarily related to a Latin American equity investee, as described below.

Effective May 6, 2003, one of our Company's Latin American equity method investees, Coca-Cola FEMSA, S.A. de C.V. ("Coca-Cola FEMSA"), consummated a merger with another of the Company's Latin American equity method investees, Panamerican Beverages, Inc. ("Panamco"). Our Company received new Coca-Cola FEMSA shares in exchange for all the Panamco shares previously held by the Company. Our Company's ownership interest in Coca-Cola FEMSA increased from 30 percent to approximately 40 percent as a result of this merger. This exchange of shares was treated as a nonmonetary exchange of similar productive assets, and no gain was recorded by our Company as a result of this merger.

In connection with the merger, Coca-Cola FEMSA management initiated steps to streamline and integrate the operations. This process included the closing of various distribution centers and manufacturing plants. Furthermore, due to the challenging economic conditions and an uncertain political situation in Venezuela, certain intangible assets were determined to be impaired and written down to their fair market value. During 2003, our Company recorded a noncash charge of \$102 million primarily related to these matters. This charge is included in the line item equity income—net.

The \$232 million increase in 2002 equity income—net, as compared to 2001, was due to the overall improving health of the Coca-Cola bottling system around the world and the favorable impact of reduced amortization resulting from the adoption of SFAS No. 142. Specific items with a positive impact to equity income—net were the increase in equity income for CCE of approximately \$209 million due to improving trends in operating and financial performance (which included a \$90 million favorable impact resulting from the adoption of SFAS No. 142) and the reduction in amortization expenses of approximately \$60 million for investments other than CCE resulting from the implementation of SFAS No. 142. Due to the adoption of SFAS No. 142, equity income—net for 2002 increased by approximately \$150 million. These increases were offset by selected equity method investments in Latin America that had been adversely impacted by economic difficulties, as well as our Company's share of impairment and restructuring charges taken by certain equity method investees in Latin America during the third quarter of 2002. The Company's share of these charges was approximately \$33 million.

For 2002, our Company's share of income from equity method investees was also favorably impacted by a benefit related to our share of the gain on the sale by Cervejarias Kaiser S.A. ("Kaiser S.A.") of its interests in Cervejarias Kaiser Brazil, Ltda to Molson Inc. (refer to Note 16). Approximately \$21 million of our share of the pretax gain from the sale by Kaiser S.A. was recorded in the line item equity income—net with the remaining portion, \$22 million, recorded in the line item other income (loss)—net.

#### **Other Income (Loss)—Net**

Other income (loss)—net was a net loss of \$138 million for 2003 compared to a net loss of \$353 million for 2002, a difference of \$215 million. The significant portion of this difference related to a \$157 million charge (discussed below) in 2002, and no such charge applied to 2003. This line item in 2003 primarily consisted of foreign exchange

losses of \$76 million and accretion of \$51 million for the discounted value of the CCEAG liability.

Other income (loss)—net in 2002 was principally composed of foreign currency exchange losses of approximately \$118 million, the accretion of the discounted value of the CCEAG liability of approximately \$38 million (refer to Note 18), the items discussed in this section below and minority interest accruals. The losses on currency exchange primarily occurred in Latin America and Africa, which experienced significant devaluation of currencies. The increase in the minority interest accruals primarily related to the acquisitions of our interests in CBC and CCDA. Refer to Note 18.

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In the first quarter of 2002, our Company recorded a noncash pretax charge of approximately \$157 million, primarily related to the write-down of certain investments in Latin America. This write-down reduced the carrying value of the investments to fair value. The charge was primarily the result of economic developments in Argentina during the first quarter of 2002, including devaluation of the Argentine peso and the severity of the unfavorable economic conditions. The Company expects to realize a minimal tax benefit from this write-down. The impact on 2002 diluted earnings per share was an after-tax reduction of approximately \$0.06 per share. As previously noted, \$22 million of our share of the pretax gain from the sale by Kaiser S.A. was recorded in the line item other income (loss)—net in 2002.

#### **Gains on Issuances of Stock by Equity Investees**

If and when an equity investee issues its stock to third parties at a price in excess of our book value, our Company's equity in the underlying net assets of that investee increases. We generally record an increase to our investment account and a corresponding gain for these transactions.

In 2003, our Company recorded approximately \$8 million of noncash pretax gains on issuances of stock by equity investees. These gains primarily related to the issuance by CCE of common stock valued at an amount greater than the book value per share of our investment in CCE. This transaction reduced our ownership interest in the total outstanding shares of CCE common stock by less than 1 percent.

In July 2001, CCE completed its acquisition of Hondo Incorporated and Herbco Enterprises, Inc., collectively known as Herb Coca-Cola. The transaction was valued at approximately \$1.4 billion, with approximately 30 percent of the transaction funded with the issuance of approximately 25 million shares of CCE common stock, and the remaining portion funded through debt and assumed debt. The issuance of shares resulted in a noncash pretax gain for our Company of approximately \$91 million. This gain represents the increase in our Company's equity in the underlying net assets of the related investee. This transaction reduced our ownership interest in the total outstanding shares of CCE common stock from approximately 40 percent to approximately 38 percent.

No gains on issuances of stock by equity investees were recorded to our statements of income during 2002.

Refer to Note 3.

#### **Income Taxes**

Our effective tax rate reflects tax benefits derived from significant operations outside the United States, which are generally taxed at rates lower than the U.S. statutory rate of 35 percent. During 2003, the Company's results benefited from a lower effective tax rate because of increased profit contributions from lower taxed locations resulting from favorable currency exchange rates and other business conditions.

Our effective tax rate of approximately 21 percent for the year ended December 31, 2003 reflects the following:

- the favorable resolution of various tax matters (approximately \$50 million) during the fourth quarter of 2003, partially offset by additional taxes primarily related to the repatriation of funds;
- the effective tax rate for the costs related to the streamlining initiatives of approximately 33 percent;
- the effective tax rate for the proceeds received related to the vitamin antitrust litigation matter of approximately 34 percent;
- the effective tax rate for the charge related to a Latin American equity investee of approximately 3 percent; and
- the effective tax rate for all other pretax income of approximately 22 percent.

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The effective tax rate for 2002 of 27.7 percent included the impact of the following:

- the effective tax rate for our share of the gain on the sale of Kaiser S.A. interests of approximately 39 percent;
- we concluded it was more likely than not that tax benefits would not be realized on the write-down of certain investments, primarily in Latin America; thus we recorded a valuation allowance to offset the future tax benefit resulting in an increase of our effective tax rate; and
- the effective tax rate for all other pretax income of approximately 27 percent.

During the first quarter of 2000, the U.S. and Japan taxing authorities entered into an Advance Pricing Agreement ("APA") whereby the level of royalties paid by Coca-Cola (Japan) Company, Ltd. (our "Subsidiary") to our Company was established for the years 1993 through 2001. Pursuant to the terms of the APA, our Subsidiary filed amended returns for the applicable periods reflecting the negotiated royalty rate. These amended returns resulted in the payment during the first and second quarters of 2000 of additional Japanese taxes. The effect on our financial performance and our effective tax rate was not material, due primarily to offsetting tax credits utilized on our U.S. income tax returns. The majority of the offsetting tax credits were realized in the first quarter of 2002.

Looking into 2004 and for the foreseeable future, based on current tax laws, the Company's effective tax rate on operations is expected to be approximately 25.5 percent.

#### **Cumulative Effect of Accounting Change for SFAS No. 142, Net of Income Taxes**

The cumulative effect of adopting SFAS No. 142 as of January 1, 2002 resulted in a noncash, after-tax decrease to net income of \$367 million for Company operations and \$559 million for the Company's proportionate share of its equity method investees. The adoption of this accounting standard resulted in a pretax reduction in 2002 amortization expense of approximately \$60 million, and an increase in 2002 equity income of approximately \$150 million. Refer to Notes 1 and 4.

## Volume

We measure our sales volume in two ways: (1) gallons and (2) unit cases of finished products. "Gallons" is a unit of measurement for concentrates, syrups, beverage bases, finished beverages and powders (in all cases, expressed in equivalent gallons of syrup) for all beverage products which are reportable as unit case volume. Most of our revenues are based on gallon sales, as discussed under Item 1 and MD&A heading "Net Operating Revenues." Gallon sales and unit case volume are not necessarily equal during any given period. Items such as seasonality, bottlers' inventory practices, supply point changes, timing of price increases and new product introductions can create differences between gallon sales and unit case volume.

Although most of our Company's revenues are not based directly on unit case volume, we believe unit case volume is one of the measures of the underlying strength of the Coca-Cola System because it measures trends at the consumer level. The Coca-Cola System sold approximately 19.4 billion unit cases of our products in 2003 and approximately 18.7 billion unit cases in 2002. Approximate 2003 and 2002 unit case volume growth results are as follows:

	Percentage Change	
	2003 vs. 2002	2002 vs. 2001
Worldwide	4	5
North America operations	2	6
International operations—total	5	5
Africa	5	7
Asia	4	10
Europe, Eurasia & Middle East	5	5
Latin America	4	2

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## Liquidity, Capital Resources and Financial Position

We believe our ability to generate cash from operations to reinvest in our business is one of our fundamental financial strengths. We expect cash flows from operations to be strong in 2004 and in future years. For the five-year period from 2004 through 2008, we currently estimate that cumulative net cash provided from operating activities will be in excess of \$32 billion. Accordingly, our Company expects to meet all our financial commitments and operating needs during this time frame. We expect to use cash generated from operating activities primarily for dividends, share repurchases, acquisitions and aggregate contractual obligations.

### Cash Flows from Operating Activities and Investing Activities

Our statements of cash flows are summarized as follows (in millions):

Year Ended December 31,	2003	2002	2001
Net cash provided by operating activities	\$ 5,456	\$ 4,742	\$ 4,110
Cash flows (used in) provided by investing activities:			
Acquisitions and investments	\$ (359)	\$ (544)	\$ (651)
Purchases of investments and other assets	(177)	(141)	(456)
Proceeds from disposals of investments and other assets	147	243	455
Purchases of property, plant and equipment	(812)	(851)	(769)
Other investing activities	265	228	233
Net cash used in investing activities	\$ (936)	\$ (1,065)	\$ (1,188)

Cash flows from operating activities increased by 15 percent for 2003 compared to 2002. The key component of this increase was increased profits in 2003 versus 2002. The following items also significantly impacted cash flows:

- Collection by the Company in 2002 of approximately \$280 million, in connection with the APA reached between the United States and Japan in 2000, impacted the net change in operating assets and liabilities for 2002. The APA established the level of royalties paid by Coca-Cola (Japan) Company Ltd. to our Company for the years 1993 through 2001.
- Funding of our primary qualified U.S. pension plan impacted our cash flows from operations. Approximately \$166 million was funded in 2003 compared to approximately \$124 million in 2002.
- Streamlining costs in 2003 accounted for significant cash payments. Refer to Note 17.

Cash flows from operating activities increased by 15 percent for 2002 compared to 2001, primarily as a result of improved worldwide business operating results. Additionally, as stated above, collection of approximately \$280 million in connection with the APA increased our 2002 cash flows. These increases were partially offset by the following:

- Funding in 2002 of our primary qualified U.S. pension plan of approximately \$124 million as stated above. We made a payment of approximately \$105 million to the primary qualified U.S. pension plan in 2001.
- A stronger U.S. dollar.

Purchases of property, plant and equipment accounted for the most significant cash outlays for investing activities in each of three years ended December 31, 2003. Our Company currently estimates that purchases of property, plant and equipment in 2004 will be less than \$1 billion.

Total capital expenditures for property, plant and equipment (including our investments in information technology) and the percentage of such totals by operating segment for 2003, 2002 and 2001 are as follows:

Year Ended December 31,	2003	2002	2001
Capital expenditures (in millions)	\$ 812	\$ 851	\$ 769
North America	38%	39%	44%
Africa	2%	2%	1%
Asia	18%	25%	14%
Europe, Eurasia & Middle East	24%	19%	14%
Latin America	4%	4%	5%
Corporate	14%	11%	22%

Acquisitions and investments represented the next most significant investing activity accounting for \$359 million in 2003, \$544 million in 2002 and \$651 million in 2001. Our single largest 2003 acquisition requiring the use of cash was the purchase of a 100 percent ownership interest in Truesdale Packaging Company LLC ("Truesdale") from CCE for cash consideration of approximately \$58 million. Truesdale owns a noncarbonated beverage production facility. In 2003, acquisitions of intangible assets totaled approximately \$142 million. Of this amount, approximately \$88 million related to the Company's acquisition of certain intangible assets with indefinite lives, primarily trademarks and brands in various parts of the world. None of these trademarks and brands was considered individually significant. Additionally, the Company acquired certain brands and related contractual rights from Panamco valued at \$54 million in the Latin America operating segment with an estimated useful life of 10 years.

In 2002, our Company expended cash of approximately \$328 million for acquisitions of our interests in CBC and CCDA. In 2001, our Company completed several acquisitions; however, none was individually material.

Refer to Note 18.

In July 2003, we made a convertible loan of approximately \$133 million to The Coca-Cola Bottling Company of Egypt ("TCCBCE"). The loan is convertible into preferred shares of TCCBCE upon receipt of governmental approvals. Additionally, upon certain defaults under either the loan agreement or the terms of the preferred shares, we have the ability to convert the loan or the preferred shares into common shares. At December 31, 2003, our Company owned approximately 42 percent of the common shares of TCCBCE.

In November 2003, CCHBC approved a share capital reduction totaling approximately 473 million euros and the return of 2 euros per share to all share owners. In December 2003, our Company received our share capital return payment from CCHBC equivalent to \$136 million. Refer to Note 2.

### Financing Activities

Our cash flows used in financing activities are as follows (in millions):

Year Ended December 31,	2003	2002	2001
Cash flows (used in) provided by financing activities:			
Issuances of debt	\$ 1,026	\$ 1,622	\$ 3,011
Payments of debt	(1,119)	(2,378)	(3,937)
Issuances of stock	98	107	164
Purchases of stock for treasury	(1,440)	(691)	(277)
Dividends	(2,166)	(1,987)	(1,791)
Net cash used in financing activities	\$ (3,601)	\$ (3,327)	\$ (2,830)

Issuances and payments of debt included both short-term and long-term financing activities. On December 31, 2003, we had \$1,576 million in lines of credit and other short-term credit facilities available,

of which approximately \$246 million was outstanding. This entire \$246 million related to our international operations.

The issuances of debt in 2003 primarily included approximately \$304 million of issuances of commercial paper with maturities 90 days or less and approximately \$715 million of issuances of commercial paper with maturities more than 90 days. The payments of debt in 2003 primarily included approximately \$907 million related to commercial paper with maturities more than 90 days and \$150 million of long-term debt.

The issuances of debt in 2002 primarily included approximately \$832 million of issuances of commercial paper with maturities of more than 90 days and \$750 million in issuances of long-term notes due June 1, 2005. The payments of debt in 2002 primarily included approximately \$816 million related to commercial paper with maturities of more than 90 days, net payments of \$1,280 million related to commercial paper with maturities of 90 days or less and the \$150 million redemption of 6<sup>5</sup>/<sub>8</sub> percent U.S. dollar notes.

The issuances of debt in 2001 primarily included approximately \$2,383 million of issuances of commercial paper with maturities of more than 90 days. In 2001, we also had a \$500 million issuance of long-term debt. The payments of debt in 2001 primarily included approximately \$3,864 million related to commercial paper with maturities of more than 90 days. Net issuances related to commercial paper with maturities of 90 days or less were \$40 million in 2001.

During 2003, 2002 and 2001, the Company repurchased common stock under the share repurchase plan authorized by our Board of Directors in October 1996. As strong

cash flows are expected to continue in the future, the Company currently expects to increase its 2004 share repurchase levels to at least \$2 billion. Refer to MD&A heading "Financial Strategies and Risk Management."

Dividends have increased every year for each of the last 42 years, and we believe that for the foreseeable future, our Board of Directors intends to increase our dividends.

**Off-Balance Sheet Arrangements and Aggregate Contractual Obligations**

**Off-Balance Sheet Arrangements.** In accordance with the definition under Securities and Exchange Commission rules, the following qualify as off-balance sheet arrangements:

- any obligation under certain guarantees or contracts;
- a retained or contingent interest in assets transferred to an unconsolidated entity or similar entity or similar arrangement that serves as credit, liquidity or market risk support to that entity for such assets;
- any obligation under certain derivative instruments;
- any obligation under a material variable interest held by the registrant in an unconsolidated entity that provides financing, liquidity, market risk or credit risk support to the registrant, or engages in leasing, hedging or research and development services with the registrant.

The following discussion addresses each of the above items for our Company. On December 31, 2003, our Company was contingently liable for guarantees of indebtedness owed by third parties in the amount of \$280 million. Management concluded that the likelihood of any material amounts being paid by our Company is not probable. In December 2003, we granted a \$250 million stand-by line of credit to Coca-Cola FEMSA with normal market terms. We do not provide any other guarantees. As of December 31, 2003, we were not directly liable for the debt of any unconsolidated entity, and we do not have any retained or contingent interest in assets as defined above. Additionally, our Company recognizes all derivative instruments as either assets or liabilities at fair value in our balance sheets. Refer to Notes 10 and 11.

Our Company has equity ownership interests in bottlers that we currently account for under the equity method of accounting. For certain entities, primarily bottlers, our Company holds variable interests such as providing financing and guarantees, in addition to our equity investments. As a result, these entities are

considered variable interest entities, and we expect to consolidate such variable interest entities effective March 31, 2004. Refer to Note 1. The difference between consolidation and the equity method impacts certain financial ratios because of the presentation of the detailed line items reported in the financial statements. However, consolidated net income for the period and our share-owners' equity at the end of the period are the same whether the investment is accounted for under the equity method or is consolidated.

**Aggregate Contractual Obligations.** As of December 31, 2003, the Company's contractual obligations, including payments due by period, are as follows (in millions):

	Payments Due by Period				
	Total	2004	2005-2006	2007-2008	2009 and Thereafter
<b>Short-term loans and notes payable<sup>1</sup>:</b>					
Commercial paper borrowings	\$ 2,234	\$ 2,234	\$ —	\$ —	\$ —
Lines of credit and other short-term borrowings	349	349	—	—	—
Current maturities of long-term debt <sup>2</sup>	323	323	—	—	—
Long-term debt <sup>2</sup>	2,517	—	1,404	11	1,102
Estimated interest payments <sup>3</sup>	1,253	136	162	130	825
Marketing and other commitments <sup>4</sup>	3,144	918	865	561	800
Purchase commitments <sup>5</sup>	5,979	1,230	1,209	738	2,802
<b>Other long-term liabilities:</b>					
Liability to CCEAG share owners <sup>6</sup>	1,034	32	1,002	—	—
Miscellaneous <sup>7</sup>	32	—	32	—	—
<b>Total contractual obligations</b>	<b>\$ 16,865</b>	<b>\$ 5,222</b>	<b>\$ 4,674</b>	<b>\$ 1,440</b>	<b>\$ 5,529</b>

1 Refer to Note 6 for information regarding short-term loans and notes payable. Upon payment of commercial paper borrowings, we typically expect to issue new commercial paper borrowings. Lines of credit and other short-term borrowings are expected to fluctuate depending upon current liquidity needs, especially at international subsidiaries.

2 Refer to Note 7 for information regarding long-term debt. We expect to settle such long-term debt by several options including cash flows from operations, issuance of commercial paper or issuance of other long-term debt.

3 We calculated estimated interest payments for short-term loans and notes payable and long-term debt as follows. For fixed-rate debt and term debt, we calculated interest based on the applicable rates and payment dates. For variable-rate debt and/or nonterm debt, we estimated interest rates and payment dates based on our determination of the most likely scenarios for each relevant debt instrument. We typically expect to settle such interest payments with cash flows from operations and short-term borrowings.

4 Refer to Note 11 for information regarding marketing and other commitments. We expect to fund these commitments with cash flows from operations. We have excluded expected payments for volume-related programs, such as payments to unconsolidated bottlers or customers that are generally determined and committed to on an annual basis.

5 The purchase commitments include agreements to purchase goods or services that are enforceable and legally binding and that specify all significant terms, including open purchase orders. We expect to fund these commitments with cash flows from operations.

6 The amount represents the estimated cash to be paid to CCEAG share owners. Refer to Note 18 for discussion of the present value of our liability to CCEAG share owners. We will consider several options to settle this liability including cash flows from operations, issuance of commercial paper, or issuance of other long-term debt.

7 The remaining miscellaneous amount represents several individually insignificant items that will require liquidity in future periods. We generally expect to fund these items with cash flows from operations.

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In accordance with SFAS No. 87, "Employers' Accounting for Pensions," and SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions," the total accrued benefit liability for pension and other postretirement benefit plans recognized as of December 31, 2003 is \$1,084 million. Refer to Note 14. This accrued liability is included in the balance sheet line item other liabilities. This amount is impacted by, among other items, funding levels, changes in plan demographics and assumptions and investment return on plan assets. Because the accrued liability does not represent expected liquidity needs, we did not include this amount in the contractual obligations table.

We fund our U.S. qualified pension plans in accordance with ERISA regulations for the minimum annual required contribution and in accordance with IRS regulations for the maximum annual allowable tax deduction. The minimum required contribution for our primary qualified U.S. pension plan for the 2004 plan year is \$0 and is anticipated to remain \$0 for at least the next several years due to large contributions made to the plan over the past three years. Therefore, we did not include any amounts as a contractual obligation in the above table. However, the following provides information about 2004 contributions. We contributed \$100 million to the primary U.S. qualified pension plan in January 2004, and we anticipate contributing up to an additional \$65 million to this plan later in 2004, or contributing up to the maximum deductible amount. Furthermore, we expect to contribute up to \$55 million to the U.S. postretirement health care benefit plan during 2004. We funded the \$100 million payment with cash flows from operations, and we generally expect to fund all future contributions with cash flows from operations.

Our international pension plans are funded in accordance with local laws and income tax regulations. We do not expect contributions to these plans to be material in 2004 or years thereafter. Therefore, no amounts have been included in the table above.

As of December 31, 2003, the projected benefit obligation of the U.S. qualified pension plans was \$1,356 million, and the fair value of plan assets was \$1,467 million. As of December 31, 2003, the projected benefit obligation of all pension plans other than the U.S. qualified pension plans was \$1,139 million, and the fair value of all other pension plan assets was \$557 million. The majority of this difference is attributable to an international pension plan for certain non-U.S. employees that is unfunded due to tax law restrictions, as well as our unfunded U.S. nonqualified pension plans. These U.S. nonqualified pension plans provide benefits for certain members of management that are not permitted to be funded through a qualified plan because of limits imposed by the Internal Revenue Code. Disclosure of amounts in the above table regarding expected benefit payments to unfunded pension plans and our other postretirement benefit plans cannot be properly reflected due to the ongoing nature of the obligations of these plans. However, in order to inform the reader about such payments, we anticipate annual payments to be in the range of approximately \$45 million to \$55 million in 2004 and remain at or near this annual level for the next several years.

Deferred income tax liabilities as of December 31, 2003 were \$337 million. Refer to Note 15. This amount is not included in the total contractual obligations table because we believe this presentation would not be meaningful. Deferred income tax liabilities are calculated based on temporary differences between the tax basis of assets and liabilities and their book basis that will result in taxable amounts in future years when the book basis is settled. The results of these calculations do not have any connection with the amount of cash taxes to be paid in any future periods. As a result, scheduling deferred income tax liabilities as payments due by period could be misleading because this scheduling would not relate to liquidity needs.

Minority interests of \$191 million as of December 31, 2003 for consolidated entities in which we do not have a 100 percent ownership interest were recorded in the balance sheet line item other liabilities. Such minority interests are not liabilities requiring the use of cash or other resources; therefore, this amount is excluded from the contractual obligations table.

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### Exchange

Our international operations are subject to certain opportunities and risks, including currency fluctuations and governmental actions. We closely monitor our operations in each country and seek to adopt appropriate strategies that are responsive to changing economic and political environments and to fluctuations in foreign currencies.

We use 52 functional currencies. Due to our global operations, weaknesses in some of these currencies are often offset by strengths in others. In 2003, 2002 and 2001, the weighted-average exchange rates for foreign currencies in which the Company conducts operations (all operating currencies), and for certain individual currencies, strengthened (weakened) against the U.S. dollar as follows:

Year Ended December 31,	2003	2002	2001
All operating currencies	8 %	(3)%	(8)%
Australian dollar	20 %	5 %	(13)%
British pound	8 %	5 %	(5)%
Euro	21 %	5 %	(5)%
Japanese yen	8 %	(3)%	(11)%
Mexican peso	(11)%	(3)%	1 %
South African rand	41 %	(20)%	(17)%

These percentages do not include the effects of our hedging activities and, therefore, do not reflect the actual impact of fluctuations in exchange on our operating results. Our foreign currency management program is designed to mitigate, over time, a portion of the impact of exchange on net income and earnings per share. Taking into account the effects of our hedging activities, the impact of a weaker U.S. dollar increased our operating income by approximately 2 percent in 2003. The impact of a stronger U.S. dollar reduced our operating income by approximately 3 percent in 2002 and approximately 5 percent in 2001. Based on forecasts as of December 31, 2003, the Company expects exchange to have a positive impact on our 2004 operating results when compared to 2003.

Exchange gains (losses)—net amounted to \$(76) million in 2003, \$(118) million in 2002 and \$(9) million in 2001 and were recorded in other income (loss)—net in our statements of income. Exchange gains (losses)—net include the remeasurement of monetary assets and liabilities from certain currencies into functional currencies and the costs of hedging certain exposures of our balance sheet.

Refer to Note 10.

### Financial Position

Our balance sheet as of December 31, 2003, as compared to our balance sheet as of December 31, 2002, was impacted by the following:

- A \$1,102 million increase in cash and cash equivalents due primarily to increased cash flows from operations;
- The increase in our equity method investment in Coca-Cola FEMSA of \$327 million and the decrease in equity method investments, other, principally bottling companies, of \$357 million were primarily due to the merger of Coca-Cola FEMSA and Panamco. Refer to Note 2. The overall increase in equity method investments of approximately \$487 million from December 31, 2002 to December 31, 2003 was primarily due to a benefit in 2003 currency translation and an increase in 2003 equity income, net of dividends.
- The increase in other assets from \$2,694 million at December 31, 2002 to \$3,322 million at December 31, 2003 resulted primarily from Company contributions of \$166 million to the primary U.S. qualified pension plan and a reversal of \$191 million related to the additional minimum liability for the Company's

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primary U.S. qualified pension plan because the plan did not have an unfunded accumulated benefit obligation as of December 31, 2003.

- The overall increase in total assets as of December 31, 2003 compared to December 31, 2002 primarily related to the increase in cash and cash equivalents mentioned above (which impacted our Corporate operating segment) and the impact of a stronger euro (which impacted our Europe, Eurasia and Middle East operating segment) and Japanese yen (which impacted our Asia operating segment), partially offset by the impact of weakening currencies impacting the Latin America segment.

### ***Impact of Inflation and Changing Prices***

Inflation affects the way we operate in many markets around the world. In general, we believe that over time we are able to increase prices to counteract the majority of the inflationary effects of increasing costs and to generate sufficient cash flows to maintain our productive capability.

### ***Forward-Looking Statements***

Certain written and oral statements made by our Company and subsidiaries or with the approval of an authorized executive officer of our Company may constitute "forward-looking statements" as defined under the Private Securities Litigation Reform Act of 1995, including statements made in this report and other filings with the Securities and Exchange Commission. Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future—including statements relating to volume growth, share of sales and earnings per share growth and statements expressing general optimism about future operating results—are forward-looking statements. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our Company's historical experience and our present expectations or projections. As and when made, management believes that these forward-looking statements are reasonable. However, caution should be taken not to place undue reliance on any such forward-looking statements since such statements speak only as of the date when made. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

The following are some of the factors that could cause our Company's actual results to differ materially from the expected results described in or underlying our Company's forward-looking statements:

- Economic and political conditions, especially in international markets, including civil unrest, product boycotts, governmental changes and restrictions on the ability to transfer capital across borders. Without limiting the preceding sentence, the current unstable economic and political conditions and civil unrest in the Middle East, North Korea or elsewhere, the unstable situation in Iraq, or the continuation or escalation of terrorism, could have adverse impacts on our Company's business results or financial condition.
- Changes in the nonalcoholic beverages business environment. These include, without limitation, changes in consumer preferences, including changes based on health and nutrition considerations; competitive product and pricing pressures; and our ability to gain or maintain share of sales in the global market as a result of actions by competitors. Factors such as these could impact our earnings, share of sales and volume growth.
- Foreign currency rate fluctuations, interest rate fluctuations and other capital market conditions. Most of our exposures to capital markets, including foreign currency and interest rates, are managed on a consolidated basis, which allows us to net certain exposures and, thus, take advantage of any natural offsets. We use derivative financial instruments to reduce our net exposure to financial risks. There can

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be no assurance, however, that our financial risk management program will be successful in reducing capital market exposures.

- Adverse weather conditions, which could reduce demand for Company products.
- The effectiveness of our advertising, marketing and promotional programs.
- Fluctuations in the cost and availability of raw materials, the cost of energy, transportation and other necessary services; our ability to maintain favorable supplier arrangements and relationships; and our ability to avoid disruptions in production output caused by events such as natural disasters, power outages, labor strikes or the like.
- Our ability to achieve earnings forecasts, which are generated based on projected volumes and sales of many product types, some of which are more profitable than others. There can be no assurance that we will achieve the projected level or mix of product sales.
- Our ability to effectively align ourselves with our bottling system as we focus on increasing the investment in our brands; seeking efficiencies throughout the supply chain; delivering more value for our customers; and better meeting the needs of our consumers.
- Changes in laws and regulations, including changes in accounting standards, taxation requirements (including tax rate changes, new tax laws and revised tax law interpretations), laws concerning food and beverages, competition laws, employment laws and environmental laws in domestic or foreign jurisdictions.
- Our ability to penetrate developing and emerging markets, which also depends on economic and political conditions, and how well we are able to acquire or form strategic business alliances with local bottlers and make necessary infrastructure enhancements to production facilities, distribution networks, sales equipment

and technology. Moreover, the supply of products in developing markets must match the customers' demand for those products, and due to product price and cultural differences, there can be no assurance of product acceptance in any particular market.

- The uncertainties of litigation, as well as other risks and uncertainties detailed from time to time in our Company's Securities and Exchange Commission filings.

The foregoing list of important factors is not exclusive.

#### **Additional Information**

For additional information about our operations, cash flows, liquidity and capital resources, refer to Item 8. For additional information concerning our operating segments, refer to Note 19.

### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

The information called for by this Item is incorporated herein by reference to (i) the information in Item 7 of this report under the heading "Financial Risk Management" and (ii) Note 10 to the Consolidated Financial Statements included under Item 8 of this report.

### **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

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### **CONSOLIDATED STATEMENTS OF INCOME**

#### *The Coca-Cola Company and Subsidiaries*

Year Ended December 31,	2003	2002	2001
<i>(In millions except per share data)</i>			
<b>NET OPERATING REVENUES</b>	<b>\$ 21,044</b>	<b>\$ 19,564</b>	<b>\$ 17,545</b>
Cost of goods sold	7,762	7,105	6,044
<b>GROSS PROFIT</b>	<b>13,282</b>	<b>12,459</b>	<b>11,501</b>
Selling, general and administrative expenses	7,488	7,001	6,149
Other operating charges	573	—	—
<b>OPERATING INCOME</b>	<b>5,221</b>	<b>5,458</b>	<b>5,352</b>
Interest income	176	209	325
Interest expense	178	199	289
Equity income—net	406	384	152
Other income (loss)—net	(138)	(353)	39
Gains on issuances of stock by equity investees	8	—	91
<b>INCOME BEFORE INCOME TAXES AND CUMULATIVE EFFECT OF ACCOUNTING CHANGE</b>	<b>5,495</b>	<b>5,499</b>	<b>5,670</b>
Income taxes	1,148	1,523	1,691
<b>NET INCOME BEFORE CUMULATIVE EFFECT OF ACCOUNTING CHANGE</b>	<b>4,347</b>	<b>3,976</b>	<b>3,979</b>
Cumulative effect of accounting change for SFAS No. 142, net of income taxes:			
Company operations	—	(367)	—
Equity investees	—	(559)	—
Cumulative effect of accounting change for SFAS No. 133, net of income taxes	—	—	(10)
<b>NET INCOME</b>	<b>\$ 4,347</b>	<b>\$ 3,050</b>	<b>\$ 3,969</b>

#### **BASIC NET INCOME PER SHARE:**

Before accounting change	\$ 1.77	\$ 1.60	\$ 1.60
Cumulative effect of accounting change	—	(0.37)	—
	\$ 1.77	\$ 1.23	\$ 1.60
<b>DILUTED NET INCOME PER SHARE:</b>			
Before accounting change	\$ 1.77	\$ 1.60	\$ 1.60
Cumulative effect of accounting change	—	(0.37)	—
	\$ 1.77	\$ 1.23	\$ 1.60
<b>AVERAGE SHARES OUTSTANDING</b>	<b>2,459</b>	<b>2,478</b>	<b>2,487</b>
Effect of dilutive securities	3	5	—
<b>AVERAGE SHARES OUTSTANDING ASSUMING DILUTION</b>	<b>2,462</b>	<b>2,483</b>	<b>2,487</b>

Refer to Notes to Consolidated Financial Statements.

## CONSOLIDATED BALANCE SHEETS

### *The Coca-Cola Company and Subsidiaries*

December 31,	2003	2002
(In millions)		
<b>ASSETS</b>		
<b>CURRENT</b>		
Cash and cash equivalents	\$ 3,362	\$ 2,260
Marketable securities	120	85
	3,482	2,345
Trade accounts receivable, less allowances of \$61 in 2003 and \$55 in 2002	2,091	2,097
Inventories	1,252	1,294
Prepaid expenses and other assets	1,571	1,616
<b>TOTAL CURRENT ASSETS</b>	<b>8,396</b>	<b>7,352</b>
<b>INVESTMENTS AND OTHER ASSETS</b>		
Equity method investments:		
Coca-Cola Enterprises Inc.	1,260	972
Coca-Cola Hellenic Bottling Company S.A.	941	872
Coca-Cola FEMSA, S.A. de C.V.	674	347
Coca-Cola Amatil Limited	652	492
Other, principally bottling companies	1,697	2,054
Cost method investments, principally bottling companies	314	254
Other assets	3,322	2,694
	8,860	7,685
<b>PROPERTY, PLANT AND EQUIPMENT</b>		
Land	419	385
Buildings and improvements	2,615	2,332
Machinery and equipment	6,159	5,888
Containers	429	396
	9,622	9,001
Less allowances for depreciation	3,525	3,090
	6,097	5,911
<b>TRADEMARKS WITH INDEFINITE LIVES</b>	<b>1,979</b>	<b>1,724</b>
<b>GOODWILL</b>	<b>1,029</b>	<b>876</b>
<b>OTHER INTANGIBLE ASSETS</b>	<b>981</b>	<b>858</b>

<b>TOTAL ASSETS</b>	<b>\$ 27,342</b>	<b>\$ 24,406</b>
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Refer to Notes to Consolidated Financial Statements.

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*The Coca-Cola Company and Subsidiaries*

December 31,	2003	2002
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(In millions except share data)

**LIABILITIES AND SHARE-OWNERS' EQUITY**

**CURRENT**

Accounts payable and accrued expenses	\$ 4,058	\$ 3,692
Loans and notes payable	2,583	2,475
Current maturities of long-term debt	323	180
Accrued income taxes	922	994

<b>TOTAL CURRENT LIABILITIES</b>	<b>7,886</b>	<b>7,341</b>
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<b>LONG-TERM DEBT</b>	<b>2,517</b>	<b>2,701</b>
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<b>OTHER LIABILITIES</b>	<b>2,512</b>	<b>2,260</b>
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<b>DEFERRED INCOME TAXES</b>	<b>337</b>	<b>304</b>
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**SHARE-OWNERS' EQUITY**

Common stock, \$0.25 par value		
Authorized: 5,600,000,000 shares;		
issued: 3,494,799,258 shares in 2003 and 3,490,818,627 shares in 2002	874	873
Capital surplus	4,395	3,857
Reinvested earnings	26,687	24,506
Accumulated other comprehensive income (loss)	(1,995)	(3,047)

<b>29,961</b>	<b>26,189</b>
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Less treasury stock, at cost (1,053,267,474 shares in 2003; 1,019,839,490 shares in 2002)	(15,871)	(14,389)
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<b>14,090</b>	<b>11,800</b>
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<b>TOTAL LIABILITIES AND SHARE-OWNERS' EQUITY</b>	<b>\$ 27,342</b>	<b>\$ 24,406</b>
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Refer to Notes to Consolidated Financial Statements.

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**CONSOLIDATED STATEMENTS OF CASH FLOWS**

*The Coca-Cola Company and Subsidiaries*

Year Ended December 31,	2003	2002	2001
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(In millions)

**OPERATING ACTIVITIES**

Net income	\$ 4,347	\$ 3,050	\$ 3,969
Depreciation and amortization	850	806	803
Stock-based compensation expense	422	365	41
Deferred income taxes	(188)	40	56
Equity income or loss, net of dividends	(294)	(256)	(54)

Foreign currency adjustments	(79)	(76)	(60)
Gains on issuances of stock by equity investees	(8)	—	(91)
(Gains) losses on sales of assets, including bottling interests	(5)	3	(85)
Cumulative effect of accounting changes	—	926	10
Other operating charges	330	—	—
Other items	249	291	(17)
Net change in operating assets and liabilities	(168)	(407)	(462)
Net cash provided by operating activities	5,456	4,742	4,110

#### INVESTING ACTIVITIES

Acquisitions and investments, principally trademarks and bottling companies	(359)	(544)	(651)
Purchases of investments and other assets	(177)	(141)	(456)
Proceeds from disposals of investments and other assets	147	243	455
Purchases of property, plant and equipment	(812)	(851)	(769)
Proceeds from disposals of property, plant and equipment	87	69	91
Other investing activities	178	159	142
Net cash used in investing activities	(936)	(1,065)	(1,188)

#### FINANCING ACTIVITIES

Issuances of debt	1,026	1,622	3,011
Payments of debt	(1,119)	(2,378)	(3,937)
Issuances of stock	98	107	164
Purchases of stock for treasury	(1,440)	(691)	(277)
Dividends	(2,166)	(1,987)	(1,791)
Net cash used in financing activities	(3,601)	(3,327)	(2,830)

EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	183	44	(45)
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#### CASH AND CASH EQUIVALENTS

Net increase during the year	1,102	394	47
Balance at beginning of year	2,260	1,866	1,819
Balance at end of year	\$ 3,362	\$ 2,260	\$ 1,866

Refer to Notes to Consolidated Financial Statements.

### CONSOLIDATED STATEMENTS OF SHARE-OWNERS' EQUITY

#### *The Coca-Cola Company and Subsidiaries*

Year Ended December 31,	2003	2002	2001
<i>(In millions except per share data)</i>			
<b>NUMBER OF COMMON SHARES OUTSTANDING</b>			
Balance at beginning of year	2,471	2,486	2,485
Stock issued to employees exercising stock options	4	3	7
Purchases of stock for treasury <sup>1</sup>	(33)	(14)	(6)
Adoption of SFAS No. 123	—	(4)	—
Balance at end of year	2,442	2,471	2,486
<b>COMMON STOCK</b>			
Balance at beginning of year	\$ 873	\$ 873	\$ 870
Stock issued to employees exercising stock options	1	1	2
Restricted stock and other stock plans, less cancellations	—	—	1
Adoption of SFAS No. 123	—	(1)	—
Balance at end of year	874	873	873
<b>CAPITAL SURPLUS</b>			
Balance at beginning of year	3,857	3,520	3,196

Stock issued to employees exercising stock options	105	111	162
Tax benefit from employees' stock option and restricted stock plans	11	11	58
Stock-based compensation	422	365	—
Restricted stock and other stock plans, less amortization and cancellations	—	—	132
Unearned restricted stock adjustment	—	—	(28)
Adoption of SFAS No. 123	—	(150)	—
<b>Balance at end of year</b>	<b>4,395</b>	<b>3,857</b>	<b>3,520</b>
<b>REINVESTED EARNINGS</b>			
Balance at beginning of year	24,506	23,443	21,265
Net income	4,347	3,050	3,969
Dividends (per share—\$0.88, \$0.80 and \$0.72 in 2003, 2002 and 2001, respectively)	(2,166)	(1,987)	(1,791)
<b>Balance at end of year</b>	<b>26,687</b>	<b>24,506</b>	<b>23,443</b>
<b>OUTSTANDING RESTRICTED STOCK</b>			
Balance at beginning of year	—	(150)	(195)
Adoption of SFAS No. 123	—	150	—
Restricted stock and other stock plans, less cancellations	—	—	(24)
Amortization of restricted stock	—	—	41
Unearned restricted stock adjustment	—	—	28
<b>Balance at end of year</b>	<b>—</b>	<b>—</b>	<b>(150)</b>
<b>ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)</b>			
Balance at beginning of year	(3,047)	(2,638)	(2,527)
Net foreign currency translation adjustment	921	(95)	(207)
Cumulative effect of adoption of SFAS No. 133	—	—	50
Net gain (loss) on derivatives	(33)	(186)	92
Net change in unrealized gain (loss) on available-for-sale securities	40	67	(29)
Net change in minimum pension liability	124	(195)	(17)
<b>Net other comprehensive income adjustments</b>	<b>1,052</b>	<b>(409)</b>	<b>(111)</b>
<b>Balance at end of year</b>	<b>(1,995)</b>	<b>(3,047)</b>	<b>(2,638)</b>
<b>TREASURY STOCK</b>			
Balance at beginning of year	(14,389)	(13,682)	(13,293)
Purchases of treasury stock	(1,482)	(707)	(277)
Restricted stock and other stock plans, less cancellations	—	—	(112)
<b>Balance at end of year</b>	<b>(15,871)</b>	<b>(14,389)</b>	<b>(13,682)</b>
<b>TOTAL SHARE-OWNERS' EQUITY</b>	<b>\$ 14,090</b>	<b>\$ 11,800</b>	<b>\$ 11,366</b>
<b>COMPREHENSIVE INCOME</b>			
Net income	\$ 4,347	\$ 3,050	\$ 3,969
Net other comprehensive income adjustments	1,052	(409)	(111)
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>\$ 5,399</b>	<b>\$ 2,641</b>	<b>\$ 3,858</b>

<sup>1</sup> Common stock purchased from employees exercising stock options numbered 0.4 million, 0.2 million and 0.3 million shares for the years ended December 31, 2003, 2002 and 2001, respectively.

Refer to Notes to Consolidated Financial Statements.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### *The Coca-Cola Company and Subsidiaries*

#### NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### *Organization*

The Coca-Cola Company is predominantly a manufacturer, distributor and marketer of nonalcoholic beverage concentrates and syrups. In these notes, the terms "Company," "we," "us" or "our" mean The Coca-Cola Company and all subsidiaries included in the consolidated financial statements. Operating in more than 200 countries worldwide, we primarily sell our concentrates and syrups, as well as some finished beverages, to bottling and canning operations, distributors, fountain wholesalers and fountain retailers. We also market and distribute juices and juice drinks, sports drinks, water products, teas, coffees and other beverage products. Additionally, we have ownership interests in numerous bottling and canning operations. Significant markets for our products exist in all the world's geographic regions.

### ***Basis of Presentation and Consolidation***

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. Our Company consolidates all entities that we control by ownership of a majority voting interest. Refer to heading "New Accounting Standards" for a discussion of variable interest entities.

We use the equity method to account for our investments for which we have the ability to exercise significant influence over operating and financial policies. Consolidated net income includes our Company's share of the net earnings of these companies. The difference between consolidation and the equity method impacts certain financial ratios because of the presentation of the detailed line items reported in the financial statements.

We use the cost method to account for our investments in companies that we do not control and for which we do not have the ability to exercise significant influence over operating and financial policies. In accordance with the cost method, these investments are recorded at cost or fair value, as appropriate.

We eliminate from our financial results all significant intercompany transactions, including the intercompany portion of transactions with equity method investees.

Certain amounts in the prior years' financial statements have been reclassified to conform to the current-year presentation.

### ***Use of Estimates and Assumptions***

The preparation of our financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in our financial statements and accompanying notes. Although these estimates are based on our knowledge of current events and actions we may undertake in the future, actual results may ultimately differ from estimates and assumptions.

### ***Risks and Uncertainties***

The Company's operations, at times, could be adversely affected by restrictions on imports and exports and sources of supply; a prolonged labor strike; duties or tariffs; changes in governmental regulations; the introduction of additional measures to control inflation; changes in the rate or method of taxation; the imposition of additional restrictions on currency conversion and remittances abroad; the expropriation of private

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enterprise; or product issues such as a product recall. In addition, policy concerns particular to the United States with respect to a country in which the Company has operations could adversely affect our operations.

Our Company monitors our operations with a view to minimizing the impact to our overall business that could arise as a result of the risks inherent in our business.

### ***Revenue Recognition***

Our Company recognizes revenue when title of our products is transferred to our bottling partners or our customers.

### ***Advertising Costs***

Our Company expenses production costs of print, radio, television and other advertisements as of the first date the advertisements take place. Advertising expenses included in selling, general and administrative expenses were approximately \$1.9 billion in 2003, approximately \$1.8 billion in 2002 and approximately \$2.0 billion in 2001. As of December 31, 2003 and 2002, advertising production costs of approximately \$190 million and \$170 million, respectively, were recorded in prepaid expenses and other assets and in noncurrent other assets in our balance sheets.

### ***Stock-Based Compensation***

Our Company currently sponsors stock option plans and restricted stock award plans. Refer to Note 13. Prior to 2002, our Company accounted for those plans under the recognition and measurement provisions of APB Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB No. 25") and related interpretations. No stock-based employee compensation expense for stock options was reflected in net income for the year ended December 31, 2001, as all stock options granted under those plans had an exercise price equal to the fair market value of the underlying common stock on the date of grant. Effective January 1, 2002, our Company adopted the preferable fair value recognition provisions of Statement of Financial Accounting Standards ("SFAS") No. 123, "Accounting for Stock-Based Compensation." Our Company selected the modified prospective method of adoption described in SFAS No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure." Compensation cost recognized in 2003 and 2002 is the same as that which would have been recognized had the fair value method of SFAS No. 123 been applied from its original effective date. In accordance with the modified prospective method of adoption, results for years prior to 2002 have not been restated.

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The following table illustrates the effect on net income and earnings per share as if the fair value method had been applied to all outstanding and unvested awards in each period (in millions, except per share amounts):

<b>Year Ended December 31,</b>	<b>2003</b>	<b>2002</b>	<b>2001</b>
Net income, as reported	\$ 4,347	\$ 3,050	\$ 3,969
Add: Stock-based compensation expense included in reported net income, net of related tax effects	308	267	29
Deduct: Total stock-based compensation expense determined under fair value method for all awards, net of related tax effects	(308)	(267)	(231)
Pro forma net income	\$ 4,347	\$ 3,050	\$ 3,767
Earnings per share:			
Basic—as reported	\$ 1.77	\$ 1.23	\$ 1.60

Basic—pro forma	\$ 1.77	\$ 1.23	\$ 1.51
Diluted—as reported	\$ 1.77	\$ 1.23	\$ 1.60
Diluted—pro forma	\$ 1.77	\$ 1.23	\$ 1.51

#### ***Issuances of Stock by Equity Investees***

When one of our equity investees issues additional shares to third parties, our percentage ownership interest in the investee decreases. In the event the issuance price per share is more or less than our average carrying amount per share, we recognize a noncash gain or loss on the issuance. This noncash gain or loss, net of any deferred taxes, is generally recognized in our net income in the period the change of ownership interest occurs.

If gains have been previously recognized on issuances of an equity investee's stock and shares of the equity investee are subsequently repurchased by the equity investee, gain recognition does not occur on issuances subsequent to the date of a repurchase until shares have been issued in an amount equivalent to the number of repurchased shares. This type of transaction is reflected as an equity transaction, and the net effect is reflected in our balance sheets. Refer to Note 3.

#### ***Net Income Per Share***

We compute basic net income per share by dividing net income by the weighted-average number of shares outstanding. Diluted net income per share includes the dilutive effect of stock-based compensation awards, if any.

#### ***Cash Equivalents***

We classify marketable securities that are highly liquid and have maturities of three months or less at the date of purchase as cash equivalents.

#### ***Trade Accounts Receivable***

We record trade accounts receivable at net realizable value. This value includes an appropriate allowance for estimated uncollectible accounts to reflect any loss anticipated on the trade accounts receivable balances and

charged to the provision for doubtful accounts. We calculate this allowance based on our history of write-offs, level of past due accounts and our relationships with and economic status of the customers.

#### ***Inventories***

Inventories consist primarily of raw materials, supplies, concentrates and syrups and are valued at the lower of cost or market. We determine cost on the basis of average cost or first-in, first-out methods.

#### ***Recoverability of Equity Method and Cost Method Investments***

Management periodically assesses the recoverability of our Company's equity method and cost method investments. For publicly traded investments, readily available quoted market prices are an indication of the fair value of our Company's investments. For non-publicly traded investments, management assesses fair value based on valuation methodologies, as appropriate, including discounted cash flows, estimates of sales proceeds and external appraisals, as appropriate. If an investment is considered to be impaired and the decline in value is other than temporary, we record an appropriate write-down.

#### ***Other Assets***

Our Company advances payments to certain customers for marketing to fund future activities intended to generate profitable volume and expenses such payments over the applicable period. Advance payments are also made to certain customers for distribution rights. Additionally, our Company invests in infrastructure programs with our bottlers that are directed at strengthening our bottling system and increasing unit case volume. Management periodically evaluates the recoverability of these assets by preparing estimates of sales volume, the resulting gross profit, cash flows and other factors. The costs of these programs are recorded in prepaid expenses and other assets and noncurrent other assets and are subsequently amortized over the periods to be directly benefited. Amortization expense for infrastructure programs was \$156 million, \$176 million and \$222 million, respectively, for the years ended December 31, 2003, 2002 and 2001. Refer to Note 2.

#### ***Property, Plant and Equipment***

We state property, plant and equipment at cost and depreciate such assets principally by the straight-line method over the estimated useful lives of the assets. Management assesses the recoverability of the carrying amount of property, plant and equipment if certain events or changes occur, such as a significant decrease in market value of the assets or a significant change in the business conditions in a particular market.

#### ***Goodwill, Trademarks and Other Intangible Assets***

Effective January 1, 2002, our Company adopted SFAS No. 142, "Goodwill and Other Intangible Assets." The adoption of SFAS No. 142 required an initial impairment assessment involving a comparison of the fair value of goodwill, trademarks and other intangible assets to current carrying value. Upon adoption, we recorded a loss for the cumulative effect of accounting change for SFAS No. 142, net of income taxes, of \$367 million for Company operations and \$559 million for equity investees. We did not restate prior periods for the adoption of SFAS No. 142.

Trademarks and other intangible assets determined to have indefinite useful lives are not amortized. We test such trademarks and other intangible assets with indefinite useful lives for impairment annually, or more frequently if events or circumstances indicate that an asset might be impaired. Trademarks and other intangible

assets determined to have definite lives are amortized over their useful lives. We review such trademarks and other intangible assets with definite lives for impairment to ensure they are appropriately valued if conditions exist that may indicate the carrying value may not be recoverable. Such conditions may include an economic downturn in a geographic market or a change in the assessment of future operations. All goodwill is assigned to reporting units, which are one level below our operating segments. Goodwill is assigned to the reporting unit that benefits from the synergies arising from each business combination. Goodwill is not amortized. We perform tests for impairment of goodwill annually, or more frequently if events or circumstances indicate it might be impaired. Such tests include comparing the fair value of a reporting unit with its carrying value, including goodwill. Impairment assessments are performed using a variety of methodologies, including cash flow analyses, estimates of sales proceeds and independent appraisals. Where applicable, an appropriate discount rate is used, based on the Company's cost of capital rate or location-specific economic factors. Refer to Note 4.

#### ***Derivative Financial Instruments***

Our Company accounts for derivative financial instruments in accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended by SFAS No. 137 and SFAS No. 138. SFAS No. 133 was further amended by SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." Our Company recognizes all derivative instruments as either assets or liabilities at fair value in our balance sheets. Refer to Note 10.

#### ***Retirement Related Benefits***

Using appropriate actuarial methods and assumptions, our Company accounts for defined benefit pension plans in accordance with SFAS No. 87, "Employers' Accounting for Pensions." We account for our nonpension postretirement benefits in accordance with SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions." In 2003, we adopted SFAS No. 132 (revised 2003), "Employers' Disclosures about Pensions and Other Postretirement Benefits," for all U.S. plans. As permitted by this standard, we will adopt the disclosure provisions for all foreign plans for the year ending December 31, 2004. SFAS No. 132, as revised, requires additional disclosures about assets, obligations, cash flows and net periodic benefit cost of defined benefit pension plans and other postretirement benefit plans. This statement did not change the measurement or recognition of those plans required by SFAS No. 87, SFAS No. 88, "Employers' Accounting for Settlements and Curtailments of Defined Benefit Pension Plans and for Termination Benefits," or SFAS No. 106.

One of the principal assumptions used to calculate net periodic pension cost is the expected long-term rate of return on plan assets. The expected long-term rate of return on plan assets may result in recognized returns that are greater or less than the actual returns on those plan assets in any given year. Over time, however, the expected long-term rate of return on plan assets is designed to approximate the actual long-term returns.

The discount rate assumptions used to account for pension and nonpension postretirement benefit plans reflect the rates available on high-quality, fixed-income debt instruments on December 31 of each year. The rate of compensation increase is another significant assumption used for pension accounting and is determined by the Company based upon annual reviews.

For postretirement health care plan accounting, our Company reviews external data and our own historical trends for health care costs to determine the health care cost trend rate assumptions.

Refer to Note 14.

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#### ***Contingencies***

Our Company is involved in various legal proceedings and tax matters. Due to their nature, such legal proceedings and tax matters involve inherent uncertainties including, but not limited to, court rulings, negotiations between affected parties and governmental actions. Management assesses the probability of loss for such contingencies and accrues a liability and/or discloses the relevant circumstances, as appropriate. Refer to Note 11.

#### ***Business Combinations***

In accordance with SFAS No. 141, "Business Combinations," we account for all business combinations by the purchase method. Furthermore, we recognize intangible assets apart from goodwill if they arise from contractual or legal rights or if they are separable from goodwill.

#### ***New Accounting Standards***

Effective January 1, 2003, the Company adopted SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." SFAS No. 146 addresses financial accounting and reporting for costs associated with exit or disposal activities and nullifies Emerging Issues Task Force ("EITF") Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." SFAS No. 146 requires that a liability for a cost associated with an exit or disposal plan be recognized when the liability is incurred. Under SFAS No. 146, an exit or disposal plan exists when the following criteria are met:

- Management, having the authority to approve the action, commits to a plan of termination.
- The plan identifies the number of employees to be terminated, their job classifications or functions and their locations, and the expected completion date.
- The plan establishes the terms of the benefit arrangement, including the benefits that employees will receive upon termination (including but not limited to cash payments), in sufficient detail to enable employees to determine the type and amount of benefits they will receive if they are involuntarily terminated.
- Actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn.

SFAS No. 146 establishes that fair value is the objective for initial measurement of the liability. In cases where employees are required to render service beyond a minimum retention period until they are terminated in order to receive termination benefits, a liability for termination benefits is recognized ratably over the future service period. Under EITF Issue No. 94-3, a liability for the entire amount of the exit cost was recognized at the date that the entity met the four criteria described above. Refer to Note 17.

Effective January 1, 2003, our Company adopted the recognition and measurement provisions of Financial Accounting Standards Board ("FASB") Interpretation No. 45 ("Interpretation 45"), "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others." This interpretation elaborates on the disclosures to be made by a guarantor in interim and annual financial statements about the obligations under certain guarantees. Interpretation 45 also clarifies that a guarantor is required to recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in

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issuing the guarantee. The initial recognition and initial measurement provisions of this interpretation are applicable on a prospective basis to guarantees issued or modified after December 31, 2002. We do not currently provide significant guarantees on a routine basis. As a result, this interpretation has not had a material impact on our financial statements.

As previously disclosed, our Company adopted the disclosure requirements of SFAS No. 132 (revised 2003) related to pensions and other postretirement benefits. Refer to Note 14.

In December 2003, the FASB issued FASB Interpretation No. 46 (revised December 2003) ("Interpretation 46"), "Consolidation of Variable Interest Entities." Application of this interpretation is required in our financial statements for interests in variable interest entities that are considered to be special-purpose entities for the year ended December 31, 2003. Our Company determined that we do not have any arrangements or relationships with special-purpose entities. Application of Interpretation 46 for all other types of variable interest entities is required for our Company effective March 31, 2004.

Interpretation 46 addresses the consolidation of business enterprises to which the usual condition (ownership of a majority voting interest) of consolidation does not apply. This interpretation focuses on controlling financial interests that may be achieved through arrangements that do not involve voting interests. It concludes that in the absence of clear control through voting interests, a company's exposure (variable interest) to the economic risks and potential rewards from the variable interest entity's assets and activities are the best evidence of control. If an enterprise holds a majority of the variable interests of an entity, it would be considered the primary beneficiary. The primary beneficiary is required to include assets, liabilities and the results of operations of the variable interest entity in its financial statements.

Our Company holds interests in certain entities, primarily bottlers, currently accounted for under the equity method of accounting that may be considered variable interest entities. These variable interests relate to profit guarantees or subordinated financial support for these bottlers. Our Company determined that we will increase assets as of March 31, 2004 by approximately \$170 million. We expect that the adoption of Interpretation 46 will not result in a cumulative effect of an accounting change. The results of operations of these variable interest entities will be included in our consolidated results beginning April 1, 2004 and are not expected to have a material impact. Our Company's investment, plus any loans and guarantees, related to these variable interest entities totals approximately \$325 million, representing our maximum exposure to loss. Of this amount, \$280 million is reflected in our December 31, 2003 consolidated balance sheet because we currently account for a majority of these investments on the equity method of accounting. The remaining \$45 million relates to guarantees made to a third party.

The FASB issued FASB Staff Position 106-1 ("FSP 106-1"), "Accounting and Disclosure Requirements Related to the Medicare Prescription Drug, Improvement and Modernization Act of 2003," with an effective date for fiscal years ending after December 7, 2003. FSP 106-1 relates to the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (the "Act") signed into law on December 8, 2003. The Act introduced a prescription drug benefit under Medicare, as well as a federal subsidy to sponsors of retiree health care benefit plans that provide a benefit that is at least actuarially equivalent to Medicare. We do not believe that we would need to amend our postretirement health care plan in order to benefit from the federal subsidy. As permitted by FSP 106-1, our Company made a one-time election to defer accounting for the effect of the Act until specific authoritative guidance is issued. Therefore, in accordance with FSP 106-1, any measures of the accumulated postretirement benefit obligation or net periodic postretirement benefit cost included in our financial statements and accompanying notes do not reflect the effects of the Act on our plans. Specific

authoritative guidance on the accounting for the federal subsidy is pending and that guidance, when issued, could require our Company to change previously reported information.

## NOTE 2: BOTTLING INVESTMENTS

### *Coca-Cola Enterprises Inc.*

Coca-Cola Enterprises Inc. ("CCE") is the world's largest marketer, distributor and producer of bottle and can nonalcoholic beverages, operating in eight countries. On December 31, 2003, our Company owned approximately 37 percent of the outstanding common stock of CCE. We account for our investment by the equity method of accounting. As of December 31, 2003, our proportionate share of the net assets of CCE exceeded our investment by approximately \$358 million. As required by SFAS No. 142, this difference is not amortized.

A summary of financial information for CCE is as follows (in millions):

December 31,	2003	2002	2001
Current assets	\$ 3,000	\$ 2,844	
Noncurrent assets	22,700	21,531	
<b>Total assets</b>	<b>\$ 25,700</b>	<b>\$ 24,375</b>	
Current liabilities	\$ 3,941	\$ 3,455	
Noncurrent liabilities	17,394	17,573	
<b>Total liabilities</b>	<b>\$ 21,335</b>	<b>\$ 21,028</b>	
Share-owners' equity	\$ 4,365	\$ 3,347	
Company equity investment	\$ 1,260	\$ 972	
<b>Year Ended December 31,</b>	<b>2003</b>	<b>2002</b>	<b>2001</b>
Net operating revenues	\$ 17,330	\$ 16,058 <sup>1</sup>	\$ 14,999 <sup>1</sup>
Cost of goods sold	10,165	9,458 <sup>1</sup>	9,015 <sup>1</sup>
<b>Gross profit</b>	<b>\$ 7,165</b>	<b>\$ 6,600<sup>1</sup></b>	<b>\$ 5,984<sup>1</sup></b>
Operating income	\$ 1,577	\$ 1,364	\$ 601

Cumulative effect of accounting change <sup>2</sup>	\$ —	\$ —	\$ (302)
Net income (loss)	\$ 676	\$ 494	\$ (321)
Net income (loss) available to common share owners	\$ 674	\$ 491	\$ (324)

1 These amounts were reclassified to reflect the January 1, 2003 adoption of EITF Issue No. 02-16, "Accounting by a Customer (Including a Reseller) for Certain Consideration Received from a Vendor."

2 Change in CCE's method of accounting for infrastructure payments.

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A summary of our significant transactions with CCE is as follows (in millions):

	2003	2002	2001
Net concentrate and syrup sales to CCE	\$ 4,681	\$ 4,306	\$ 3,852
CCE purchases of sweeteners through our Company	311	325	295
Cash payments made by us directly to CCE	862	837	606
Cash payments made by us directly to CCE customers	214	204	282
Local media and marketing program reimbursements	221	264	252

Cash payments made by us directly to CCE represent support of certain marketing activities and our participation with them in cooperative advertising and other marketing. Cash payments made by us directly to CCE's customers represent support of certain marketing activities and programs. Pursuant to cooperative advertising and trade agreements with CCE, we received funds from CCE for local media and marketing program expense reimbursements.

In 2002, our Company entered into a multi-year Sales Growth Initiative ("SGI") agreement with CCE to support profitable growth of our brands in its territories. Total cash support paid by our Company under the SGI agreement was \$150 million in 2002. This amount is included in the total support of certain marketing activities and our participation with them in cooperative advertising and other marketing programs noted above.

The entire SGI agreement may be terminated by either party by providing six months written notice to the other party; provided, however, that once an annual plan has been agreed upon by both companies, such termination shall not be effective until the end of the applicable plan year. In addition, during the first three quarters of any year, either party may cancel for ensuing quarters the sales volume growth targets and cash support funding provisions of the agreement for that year by providing 10 days' notice prior to the end of such quarter. Upon such quarterly cancellation, all other provisions of the agreement will remain in full force and effect. Volume growth funding is paid to CCE equally over the four quarters of the program year within 30 days after the beginning of each quarter. Our Company recognizes a charge as sales volume growth is attained by CCE. Such amounts are included as allowance deductions in net operating revenues.

The agreement provides for refunds of funding advances should CCE fail to attain specified minimum sales volume growth targets. Accordingly, should CCE not attain specified minimum cumulative sales volume growth targets in the ensuing quarters of a given year, amounts recognized to date for that year would be subject to refund.

In 2002, our Company agreed with CCE to modify the terms of the SGI agreement relating to 2003 and beyond. Under the amended agreement, funding for 2003, anticipated to be \$250 million under the original agreement, was revised to \$200 million. The 2003 amount paid to CCE was \$161 million. This \$39 million difference was due to a shortfall of 39 million unit cases below the sales volume growth target for 2003. The new amendment requires an additional \$275 million in funding to CCE over the next eight years (2004–2011) and significantly reduces the annual reductions in funding that were a part of the original agreement. In addition, the amendment provides for each company to retain all cost savings it generates from future system efficiency initiatives. The previous agreement called for an equal sharing between our Company and CCE of combined proceeds above set targets.

Our Company previously entered into programs with CCE designed to help it develop cold-drink infrastructure. Under these programs, our Company paid CCE for a portion of the cost of developing the

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infrastructure necessary to support accelerated placements of cold-drink equipment. These payments support a common objective of increased sales of Coca-Cola beverages from increased availability and consumption in the cold-drink channel. In connection with these programs, CCE agrees to:

- (1) purchase and place specified numbers of venders/coolers or cold-drink equipment each year through 2008;
- (2) maintain the equipment in service, with certain exceptions, for a period of at least 12 years after placement;
- (3) maintain and stock the equipment in accordance with specified standards; and
- (4) report to our Company minimum average annual unit case sales volume throughout the economic life of the equipment.

CCE must achieve minimum average unit case sales volume for a 12-year period following the placement of equipment. These minimum average unit case sales volume levels ensure adequate gross profit from sales of concentrate to fully recover the capitalized costs plus a return on the Company's investment. Should CCE fail to purchase the specified numbers of venders/coolers or cold-drink equipment for any calendar year through 2008, the parties agree to mutually develop a reasonable solution. Should no mutually agreeable solution be developed, or in the event that CCE otherwise breaches any material obligation under the contracts and such breach is not remedied within a stated period, then CCE would be required to repay a portion of the support funding as determined by our Company. No repayments by CCE have ever been made under these programs. Our Company paid or committed to pay \$3 million in 2002 and \$159 million in 2001 to CCE in connection with these infrastructure programs. These payments are recorded in prepaid expenses and other assets and in noncurrent other assets and amortized as deductions in net operating revenues over the 10-year period following the placement of the equipment. Our carrying values for these infrastructure programs with CCE were approximately \$829 million as of December 31, 2003 and \$879 million as of December 31, 2002. Effective 2002 and thereafter, the Company has no further commitments under these programs.

As of January 1, 2001, CCE changed its method of accounting for infrastructure development payments received from the Company. Prior to this change, CCE recognized these payments as offsets to incremental expenses of the programs in the periods in which they were incurred. CCE now recognizes the infrastructure development payments received from the Company as income when obligations under the contracts are performed. Because the Company eliminates the financial effect of significant intercompany transactions (including transactions with equity method investees), this change in accounting method had no impact on the financial statements of our Company.

In March 2003, our Company acquired a 100 percent ownership interest in Truesdale Packaging Company LLC ("Truesdale") from CCE. Refer to Note 18.

If valued at the December 31, 2003 quoted closing price of CCE shares, the fair value of our investment in CCE exceeded our carrying value by approximately \$2.4 billion.

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### *Other Equity Investments*

Operating results include our proportionate share of income (loss) from our equity investments. A summary of financial information for our equity investments in the aggregate, other than CCE, is as follows (in millions):

December 31,	2003	2002
Current assets	\$ 6,416	\$ 5,649
Noncurrent assets	17,394	14,453
<b>Total assets</b>	<b>\$ 23,810</b>	<b>\$ 20,102</b>
Current liabilities	\$ 5,467	\$ 4,816
Noncurrent liabilities	9,011	6,010
<b>Total liabilities</b>	<b>\$ 14,478</b>	<b>\$ 10,826</b>
<b>Share-owners' equity</b>	<b>\$ 9,332</b>	<b>\$ 9,276</b>
Company equity investment	\$ 3,964	\$ 3,765

Year Ended December 31,	2003	2002	2001
Net operating revenues	\$ 19,797	\$ 17,714 <sup>1</sup>	\$ 19,740 <sup>1</sup>
Cost of goods sold	11,661	10,112 <sup>1</sup>	11,337 <sup>1</sup>
<b>Gross profit</b>	<b>\$ 8,136</b>	<b>\$ 7,602<sup>1</sup></b>	<b>\$ 8,403<sup>1</sup></b>
Operating income	\$ 1,666	\$ 1,744	\$ 1,770
Cumulative effect of accounting change <sup>2</sup>	\$ —	\$ (1,428)	\$ —
<b>Net income (loss)</b>	<b>\$ 580</b>	<b>\$ (630)</b>	<b>\$ 735</b>

Equity investments include nonbottling investees.

<sup>1</sup> These amounts were reclassified to reflect the January 1, 2003 adoption of EITF Issue No. 02-16, "Accounting by a Customer (Including a Reseller) for Certain Consideration Received from a Vendor."

<sup>2</sup> Accounting change is the adoption of SFAS No. 142.

Net sales to equity investees other than CCE, the majority of which are located outside the United States, were \$4.0 billion in 2003, \$3.2 billion in 2002 and \$3.7 billion in 2001. Total support payments, primarily marketing, made to equity investees other than CCE were approximately \$511 million, \$488 million and \$636 million for 2003, 2002 and 2001, respectively.

Effective May 6, 2003, one of our Company's equity method investees, Coca-Cola FEMSA, S.A. de C.V. ("Coca-Cola FEMSA") consummated a merger with another of the Company's equity method investees, Panamerican Beverages, Inc. ("Panamco"). Our Company received new Coca-Cola FEMSA shares in exchange for all Panamco shares previously held by the Company. Our Company's ownership interest in Coca-Cola FEMSA increased from 30 percent to approximately 40 percent as a result of this merger. This exchange of shares was treated as a nonmonetary exchange of similar productive assets, and no gain was recorded by our Company as a result of this merger.

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In connection with the merger, Coca-Cola FEMSA management initiated steps to streamline and integrate operations. This process included the closing of various distribution centers and manufacturing plants. Furthermore, due to the challenging economic conditions and an uncertain political situation in Venezuela, certain intangible assets were determined to be impaired and written down to their fair market value. During 2003, our Company recorded a noncash charge of \$102 million primarily related to our proportionate share of these matters. This charge is included in the line item equity income—net.

In December 2003, the Company issued a stand-by line of credit to Coca-Cola FEMSA. Refer to Note 11.

The Company and the major share owner of Coca-Cola FEMSA have an understanding that will permit this share owner to purchase from our Company an amount of Coca-Cola FEMSA shares sufficient for this share owner to regain a 51 percent ownership interest in Coca-Cola FEMSA. Pursuant to this understanding, which is in place until May 2006, this share owner would pay the higher of the prevailing market price per share at the time of the sale or the sum of approximately \$2.22 per share plus the Company's carrying costs. Both amounts are in excess of our Company's carrying value.

In July 2003, we made a convertible loan of approximately \$133 million to The Coca-Cola Bottling Company of Egypt ("TCCBCE"). The loan is convertible into preferred shares of TCCBCE upon receipt of governmental approvals. Additionally, upon certain defaults under either the loan agreement or the terms of the preferred shares, we have the ability to convert the loan or the preferred shares into common shares. At December 31, 2003, our Company owned approximately 42 percent of the common shares of TCCBCE.

Effective October 1, 2003, the Company and all of its bottling partners in Japan created a nationally integrated supply chain management company to centralize procurement, production and logistics operations for the entire Coca-Cola system in Japan. As a result of the creation of this supply chain management company in Japan, a portion of our Company's business has essentially been converted from a finished product business model to a concentrate business model, thus reducing our net operating revenues and cost of goods sold. The formation of this entity included the sale of Company inventory and leasing of certain Company assets to this new entity on October 1, 2003, as well as our recording of a liability for certain contractual obligations to Japanese bottlers. Such amounts were not material to the Company's results of operations.

In November 2003, Coca-Cola Hellenic Bottling Company S.A. ("CCHBC") approved a share capital reduction totaling approximately 473 million euros and the return of 2 euros per share to all share owners. In December 2003, our Company received our share capital return payment from CCHBC equivalent to \$136 million, and we recorded a reduction to our investment in CCHBC.

Effective February 2002, our Company acquired control of Coca-Cola Erfrischungsgetraenke AG ("CCEAG"), the largest bottler of our Company's beverage products in Germany. Prior to acquiring control, our Company accounted for CCEAG under the equity method of accounting. Refer to Note 18.

In the first quarter of 2002, our Company sold our bottling operations in the Baltics to CCHBC. The proceeds from the sale of the Baltics bottlers were approximately equal to the carrying value of the investment.

In February 2001, the Company reached an agreement with Carlsberg A/S ("Carlsberg") for the dissolution of Coca-Cola Nordic Beverages A/S ("CCNB"), a joint venture bottler in which our Company had a 49 percent ownership interest. In July 2001, our Company and San Miguel Corporation ("San Miguel") acquired Coca-Cola Bottlers Philippines, Inc. ("CCBPI") from Coca-Cola Amatil Limited ("Coca-Cola Amatil"). Refer to Note 18.

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In November 2001, our Company sold nearly all its ownership interests in various Russian bottling operations to CCHBC for approximately \$170 million in cash and notes receivable, of which \$146 million in notes receivable remained outstanding as of December 31, 2001. Such amount was subsequently collected in 2002. These interests consisted of the Company's 40 percent ownership interest in a joint venture with CCHBC that operates bottling territories in Siberia and parts of western Russia, together with our Company's nearly 100 percent interests in bottling operations with territories covering the remainder of Russia.

If valued at the December 31, 2003 quoted closing prices of shares actively traded on stock markets, the value of our equity investments in publicly traded bottlers other than CCE exceeded our carrying value by approximately \$1.6 billion.

### **NOTE 3: ISSUANCES OF STOCK BY EQUITY INVESTEES**

In 2003, our Company recorded approximately \$8 million of noncash pretax gains on issuances of stock by equity investees. These gains primarily related to the issuance by CCE of common stock valued at an amount greater than the book value per share of our investment in CCE. This transaction reduced our ownership interest in the total outstanding shares of CCE common stock by less than 1 percent.

In July 2001, CCE completed its acquisition of Hondo Incorporated and Herbco Enterprises, Inc., collectively known as Herb Coca-Cola. The transaction was valued at approximately \$1.4 billion, with approximately 30 percent of the transaction funded with the issuance of approximately 25 million shares of CCE common stock and the remaining portion funded through debt and assumed debt. The CCE common stock issued was valued in an amount greater than the book value per share of our investment in CCE. The shares issued, combined with other share issuances, exceeded the amount of repurchased shares under CCE's share repurchase plan. As a result, the issuance of these shares resulted in a noncash pretax gain for our Company of approximately \$91 million. We provided deferred taxes of approximately \$36 million on this gain. This transaction reduced our ownership interest in CCE from approximately 40 percent to approximately 38 percent.

No gains or losses on issuances of stock by equity investees were recorded during 2002.

### **NOTE 4: GOODWILL, TRADEMARKS AND OTHER INTANGIBLE ASSETS**

In accordance with SFAS No. 142, goodwill and indefinite-lived intangible assets are no longer amortized but are reviewed annually for impairment. Our Company is the owner of some of the world's most valuable trademarks. As a result, certain trademarks and franchise rights to bottle and distribute such trademarked products are expected to generate positive cash flows for as long as the Company owns such trademarks and franchise rights for a particular territory. Given the Company's more than 100-year history, certain trademarks and the franchise rights to bottle and distribute products under our trademarks have been assigned indefinite lives. Intangible assets that are deemed to have definite lives are amortized over their useful lives. The amortization provisions of SFAS No. 142 apply to goodwill and intangible assets acquired after June 30, 2001. With respect to goodwill and intangible assets acquired prior to July 1, 2001, the Company began applying the new accounting rules effective January 1, 2002.

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The adoption of SFAS No. 142 required the Company to perform an initial impairment assessment of all goodwill and indefinite-lived intangible assets as of January 1, 2002. The Company compared the fair value of trademarks and other intangible assets to the current carrying value. Fair values were derived using discounted cash flow analyses. The assumptions used in these discounted cash flow analyses were consistent with our internal planning. Valuations were completed for intangible assets for both the Company and our equity method investees. For the Company's intangible assets, the cumulative effect of this change in accounting principle in 2002 was an after-tax decrease to net income of approximately \$367 million. For the Company's proportionate share of its equity method investees, the cumulative effect of this change in accounting principle in 2002 was an after-tax decrease to net income of approximately \$559 million. The deferred income tax benefit related to the cumulative effect of this change for the Company's intangible assets in 2002 was approximately \$94 million and for the Company's proportionate share of its equity method investees was approximately \$123 million.

The impairment charges resulting in the after-tax decrease to net income for the cumulative effect of this change by applicable operating segment as of January 1, 2002 were as follows (in millions):

The Company:	
Asia	\$ 108
Europe, Eurasia & Middle East	33
Latin America	226
<hr/>	
Total	\$ 367

The Company's proportionate share of its equity method investees:	
Africa	\$ 63
Europe, Eurasia & Middle East	400
Latin America	96
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Total	\$ 559

Of the \$108 million impairment recorded as of January 1, 2002 for the Company in Asia, \$99 million related to bottlers' franchise rights in our consolidated bottlers in our Southeast and West Asia Division. Difficult economic conditions impacted our business in Singapore, Sri Lanka, Nepal and Vietnam. As a result, bottlers in these countries experienced lower than expected volume and operating margins.

Of the Company's \$226 million impairment recorded as of January 1, 2002 for Latin America, approximately \$113 million related to Company-owned Brazilian bottlers' franchise rights. The Brazilian macroeconomic conditions, the devaluation of the currency and lower pricing impacted the valuation of these bottlers' franchise rights. The remainder of the \$226 million primarily related to a \$109 million impairment for certain trademarks in Latin America. In early 1999, our Company formed a strategic partnership to market and distribute such trademarked brands. The macroeconomic conditions and lower pricing depressed operating margins for these trademarks.

For Europe, Eurasia and Middle East equity method investees, a \$400 million impairment was recorded as of January 1, 2002 for the Company's proportionate share related to bottlers' franchise rights. Of this amount, approximately \$301 million related to CCEAG. This impairment was due to a prolonged difficult economic environment in Germany, resulting in continuing losses for CCEAG in eastern Germany. At that time, the market for nonalcoholic beverages was undergoing a transformation. A changing competitive landscape, continuing price pressure and growing demand for new products and packaging were elements impacting

CCEAG. The \$400 million impairment also included a \$50 million charge for Middle East bottlers' franchise rights. In our Africa operating segment, a \$63 million charge was recorded for the Company's proportionate share of impairments related to equity method investee bottlers' franchise rights. These Middle East and Africa bottlers had challenges as a result of political instability and the resulting economic instability in their respective regions, which adversely impacted financial performance.

A \$96 million impairment was recorded as of January 1, 2002 for the Company's proportionate share related to bottlers' franchise rights of Latin America equity method investees. In southern Latin America, the macroeconomic conditions and devaluation of the Argentine peso significantly impacted the valuation of bottlers' franchise rights.

In 2003, acquisitions of intangible assets totaled approximately \$142 million. Of this amount, approximately \$88 million related to the Company's acquisition of certain intangible assets with indefinite lives, primarily trademarks and brands in various parts of the world. None of these trademarks and brands was considered individually significant. Additionally, the Company acquired certain brands and related contractual rights from Panamco valued at \$54 million in the Latin America operating segment with an estimated useful life of 10 years.

As discussed in Note 18, in 2002 the Company acquired certain intangible assets in connection with the business combinations of CCEAG, Cosmos Bottling Company ("CBC") and CCDA Waters L.L.C. ("CCDA"). Because such assets were assigned indefinite lives, no amortization was recorded.

The following table sets forth the information for intangible assets subject to amortization and for intangible assets not subject to amortization (in millions):

December 31,	2003	2002
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Amortized intangible assets (various, principally trademarks):		
Gross carrying amount	\$ 263	\$ 201
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Accumulated amortization	\$ 98	\$ 80
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Unamortized intangible assets:		
Trademarks	\$ 1,979	\$ 1,724
Goodwill <sup>1</sup>	1,029	876
Bottlers' franchise rights	658	580
Other	158	157
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	\$ 3,824	\$ 3,337

<sup>1</sup> During 2003, the increase in goodwill primarily resulted from translation adjustments.

Year Ended December 31,	2003	2002
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Aggregate amortization expense	\$ 23	\$ 11

Estimated amortization expense (in millions):

For the year ending:	
December 31, 2004	\$ 20
December 31, 2005	\$ 18
December 31, 2006	\$ 16
December 31, 2007	\$ 15
December 31, 2008	\$ 14

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The following table summarizes and reconciles net income before cumulative effect of accounting change for the three years ended December 31, 2003, 2002 and 2001, adjusted to exclude amortization expense recognized in such periods related to trademarks, bottlers' franchise rights, goodwill, other indefinite-lived intangible assets that are no longer amortized and our proportionate share of equity method investees' intangibles (in millions, except per share amounts):

Year Ended December 31,	2003	2002	2001
Reported net income before cumulative effect of accounting change	\$ 4,347	\$ 3,976	\$ 3,979
Add back after-tax amounts:			
Trademarks amortization	—	—	30
Bottlers' franchise rights amortization	—	—	7
Goodwill amortization	—	—	3
Other indefinite-lived intangible amortization	—	—	4
Equity method investees' intangibles amortization	—	—	110
Adjusted net income before cumulative effect of accounting change	\$ 4,347	\$ 3,976	\$ 4,133
Basic and diluted net income per share before accounting change:			
Reported net income	\$ 1.77	\$ 1.60	\$ 1.60
Trademarks amortization	—	—	.01
Bottlers' franchise rights amortization	—	—	—
Goodwill amortization	—	—	—
Other indefinite-lived intangible amortization	—	—	—
Equity method investees' intangibles amortization	—	—	.05
Adjusted basic and diluted net income per share before accounting change	\$ 1.77	\$ 1.60	\$ 1.66

#### NOTE 5: ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses consist of the following (in millions):

December 31,	2003	2002
Trade accounts payable and other accrued expenses	\$ 2,014	\$ 1,975
Accrued marketing	1,046	1,046
Accrued compensation	311	284
Container deposits	256	178
Sales, payroll and other taxes	225	182
Accrued streamlining costs (refer to Note 17)	206	27
	\$ 4,058	\$ 3,692

#### NOTE 6: SHORT-TERM BORROWINGS AND CREDIT ARRANGEMENTS

Loans and notes payable consist primarily of commercial paper issued in the United States. At December 31, 2003 and 2002, we had approximately \$2,234 million and \$2,122 million, respectively, outstanding

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in commercial paper borrowings. Our weighted-average interest rates for commercial paper outstanding were approximately 1.1 percent and 1.4 percent per annum at December 31, 2003 and 2002, respectively. In addition, we had \$1,576 million in lines of credit and other short-term credit facilities available as of December 31, 2003, of which approximately \$246 million was outstanding. This entire \$246 million amount related to our international operations. Our Company also has short-term notes payable of \$103 million related to acquisitions of businesses. Included in the available credit facilities discussed above, the Company had \$1,150 million in lines of credit for general corporate purposes, including commercial paper back-up. There were no borrowings during 2003.

These credit facilities are subject to normal banking terms and conditions. Some of the financial arrangements require compensating balances, none of which is presently significant to our Company.

#### NOTE 7: LONG-TERM DEBT

Long-term debt consists of the following (in millions):

December 31,	2003	2002
6% U.S. dollar notes due 2003	\$ —	\$ 150
Variable rate euro notes due 2004 <sup>1</sup>	296	248
5 <sup>7</sup> / <sub>8</sub> % euro notes due 2005	591	496
4% U.S. dollar notes due 2005	749	748
5 <sup>3</sup> / <sub>4</sub> % U.S. dollar notes due 2009	399	399
5 <sup>3</sup> / <sub>4</sub> % U.S. dollar notes due 2011	498	498
7 <sup>3</sup> / <sub>8</sub> % U.S. dollar notes due 2093	116	116
Other, due through 2013 <sup>2</sup>	191	226
	<b>2,840</b>	<b>2,881</b>
Less current portion	323	180
	<b>\$ 2,517</b>	<b>\$ 2,701</b>

<sup>1</sup> 2.4% at December 31, 2003.

<sup>2</sup> Includes \$27 million fair value adjustment related to interest rate swap agreements (refer to Note 10).

The above notes include various restrictions, none of which is presently significant to our Company.

After giving effect to interest rate management instruments, the principal amount of our long-term debt that had fixed and variable interest rates, respectively, was \$1,742 million and \$1,098 million on December 31, 2003, and \$1,764 million and \$1,117 million on December 31, 2002. The weighted-average interest rate on our Company's long-term debt was 3.9 percent and 4.2 percent per annum for the years ended December 31, 2003 and 2002, respectively. Total interest paid was approximately \$180 million, \$197 million and \$304 million in 2003, 2002 and 2001, respectively. For a more complete discussion of interest rate management, refer to Note 10.

Maturities of long-term debt for the five years succeeding December 31, 2003 are as follows (in millions):

2004	2005	2006	2007	2008
\$ 323	\$ 1,385	\$ 19	\$ 9	\$ 2

## NOTE 8: COMPREHENSIVE INCOME

Accumulated other comprehensive income ("AOCI"), including our proportionate share of equity method investees' AOCI, consists of the following (in millions):

December 31,	2003	2002
Foreign currency translation adjustment	\$ (1,856)	\$ (2,777)
Accumulated derivative net losses	(77)	(44)
Unrealized gain on available-for-sale securities	52	12
Minimum pension liability	(114)	(238)
	<b>\$ (1,995)</b>	<b>\$ (3,047)</b>

A summary of the components of other comprehensive income, including our proportionate share of equity method investees' other comprehensive income, for the years ended December 31, 2003, 2002 and 2001 is as follows (in millions):

	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2003</b>			
Net foreign currency translation	\$ 913	\$ 8	\$ 921
Net loss on derivatives	(63)	30	(33)
Net change in unrealized gain on available-for-sale securities	65	(25)	40
Net change in minimum pension liability	181	(57)	124
Other comprehensive income (loss)	<b>\$ 1,096</b>	<b>\$ (44)</b>	<b>\$ 1,052</b>
<b>2002</b>			
Net foreign currency translation	\$ (51)	\$ (44)	\$ (95)
Net loss on derivatives	(284)	98	(186)
Net change in unrealized gain on available-for-sale securities	104	(37)	67
Net change in minimum pension liability	(299)	104	(195)

Other comprehensive income (loss)	\$ (530)	\$ 121	\$ (409)
	<b>Before-Tax Amount</b>	<b>Income Tax</b>	<b>After-Tax Amount</b>
<b>2001</b>			
Net foreign currency translation	\$ (285)	\$ 78	\$ (207)
Cumulative effect of adopting SFAS No. 133, net	83	(33)	50
Net gain on derivatives	151	(59)	92
Net change in unrealized loss on available-for-sale securities	(39)	10	(29)
Net change in minimum pension liability	(27)	10	(17)
Other comprehensive income (loss)	\$ (117)	\$ 6	\$ (111)

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## NOTE 9: FINANCIAL INSTRUMENTS

### *Fair Value of Financial Instruments*

The carrying amounts reflected in our balance sheets for cash, cash equivalents, marketable equity securities, cost method investments, receivables, loans and notes payable, and long-term debt approximate their respective fair values. Fair values are based primarily on quoted prices for those or similar instruments. Fair values for our derivative financial instruments are included in Note 10.

### *Credit Risk*

With respect to our cash and cash equivalents balances, we manage our exposure to counterparty credit risk through specific minimum credit standards, diversification of counterparties and procedures to monitor concentration of credit risk. Based on these factors, we consider the risk of counterparty default to be minimal.

### *Certain Debt and Marketable Equity Securities*

Investments in debt and marketable equity securities, other than investments accounted for by the equity method, are required to be categorized as either trading, available-for-sale or held-to-maturity. On December 31, 2003 and 2002, we had no trading securities. Securities categorized as available-for-sale are stated at fair value, with unrealized gains and losses, net of deferred income taxes, reported as a component of AOCI. Debt securities categorized as held-to-maturity are stated at amortized cost.

On December 31, 2003 and 2002, available-for-sale and held-to-maturity securities consisted of the following (in millions):

December 31,	Cost	Gross Unrealized		Estimated Fair Value
		Gains	Losses	
<b>2003</b>				
Available-for-sale securities:				
Bank and corporate debt	\$ 118	\$ —	\$ —	\$ 118
Equity securities	143	97	(8)	232
Other debt securities	76	—	—	76
	\$ 337	\$ 97	\$ (8)	\$ 426
Held-to-maturity securities:				
Bank and corporate debt	\$ 2,162	\$ —	\$ —	\$ 2,162
Other debt securities	1	—	—	1
	\$ 2,163	\$ —	\$ —	\$ 2,163

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December 31,	Cost	Gross Unrealized		Estimated Fair Value
		Gains	Losses	
<b>2002</b>				
Available-for-sale securities:				
Bank and corporate debt	\$ 133	\$ —	\$ —	\$ 133
Equity securities	112	25	(2)	135
Collateralized mortgage obligations	5	—	—	5

Other debt securities	57	—	—	57
	\$ 307	\$ 25	\$ (2)	\$ 330
Held-to-maturity securities:				
Bank and corporate debt	\$ 1,083	\$ —	\$ —	\$ 1,083
Other debt securities	1	—	—	1
	\$ 1,084	\$ —	\$ —	\$ 1,084

On December 31, 2003 and 2002, these investments were included in the following captions (in millions):

December 31,	Available-for-Sale Securities	Held-to-Maturity Securities
<b>2003</b>		
Cash and cash equivalents	\$ 118	\$ 2,162
Current marketable securities	120	—
Cost method investments, principally bottling companies	185	—
Other assets	3	1
	\$ 426	\$ 2,163
<b>2002</b>		
Cash and cash equivalents	\$ 133	\$ 1,081
Current marketable securities	83	2
Cost method investments, principally bottling companies	104	—
Other assets	10	1
	\$ 330	\$ 1,084

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The contractual maturities of these investments as of December 31, 2003 were as follows (in millions):

	Available-for-Sale Securities		Held-to-Maturity Securities	
	Cost	Fair Value	Amortized Cost	Fair Value
2004	\$ 190	\$ 190	\$ 2,162	\$ 2,162
2005–2008	—	—	1	1
After 2008	4	4	—	—
Equity securities	143	232	—	—
	\$ 337	\$ 426	\$ 2,163	\$ 2,163

For the years ended December 31, 2003, 2002 and 2001, gross realized gains and losses on sales of available-for-sale securities were not material. The cost of securities sold is based on the specific identification method.

#### NOTE 10: HEDGING TRANSACTIONS AND DERIVATIVE FINANCIAL INSTRUMENTS

Our Company uses derivative financial instruments primarily to reduce our exposure to adverse fluctuations in interest rates and foreign exchange rates and, to a lesser extent, in commodity prices and other market risks. When entered into, the Company formally designates and documents the financial instrument as a hedge of a specific underlying exposure, as well as the risk management objectives and strategies for undertaking the hedge transactions. The Company formally assesses, both at the inception and at least quarterly thereafter, whether the financial instruments that are used in hedging transactions are effective at offsetting changes in either the fair value or cash flows of the related underlying exposure. Because of the high degree of effectiveness between the hedging instrument and the underlying exposure being hedged, fluctuations in the value of the derivative instruments are generally offset by changes in the fair values or cash flows of the underlying exposures being hedged. Any ineffective portion of a financial instrument's change in fair value is immediately recognized in earnings. Virtually all of our derivatives are straightforward over-the-counter instruments with liquid markets. Our Company does not enter into derivative financial instruments for trading purposes.

The fair values of derivatives used to hedge or modify our risks fluctuate over time. We do not view these fair value amounts in isolation, but rather in relation to the fair values or cash flows of the underlying hedged transactions or other exposures. The notional amounts of the derivative financial instruments do not necessarily represent amounts exchanged by the parties and, therefore, are not a direct measure of our exposure to the financial risks described above. The amounts exchanged are calculated by reference to the notional amounts and by other terms of the derivatives, such as interest rates, exchange rates or other financial indices.

On January 1, 2001, the Company adopted SFAS No. 133, as amended by SFAS No. 137 and SFAS No. 138. SFAS No. 133 was further amended by SFAS

No. 149. SFAS No. 149, which did not have a material impact effect on our financial statements, became effective beginning July 1, 2003. These statements require the Company to recognize all derivative instruments as either assets or liabilities in our balance sheets at fair value. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, further, on the type of hedging relationship. At the inception of the hedging relationship, the Company must designate the derivative instrument as a fair value

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hedge, a cash flow hedge or a hedge of a net investment in a foreign operation. This designation is based upon the exposure being hedged.

The adoption of SFAS No. 133 resulted in the Company recording transition adjustments to recognize its derivative instruments at fair value and to recognize the ineffective portion of the change in fair value of its derivatives. The cumulative effect of these transition adjustments was an after-tax reduction to net income of approximately \$10 million and an after-tax net increase to AOCI of approximately \$50 million. The reduction to net income was primarily related to the change in the time value and fair value of foreign currency options and interest rate swap agreements, respectively. The increase in AOCI was primarily related to net gains on foreign currency cash flow hedges. The Company reclassified into earnings during the year ended December 31, 2001 approximately \$54 million of net gains relating to the transition adjustment recorded in AOCI as of January 1, 2001.

We have established strict counterparty credit guidelines and enter into transactions only with financial institutions of investment grade or better. We monitor counterparty exposures daily and review any downgrade in credit rating immediately. If a downgrade in the credit rating of a counterparty were to occur, we have provisions requiring collateral in the form of U.S. government securities for substantially all of our transactions. To mitigate presettlement risk, minimum credit standards become more stringent as the duration of the derivative financial instrument increases. To minimize the concentration of credit risk, we enter into derivative transactions with a portfolio of financial institutions. The Company has master netting agreements with most of the financial institutions that are counterparties to the derivative instruments. These agreements allow for the net settlement of assets and liabilities arising from different transactions with the same counterparty. Based on these factors, we consider the risk of counterparty default to be minimal.

#### ***Interest Rate Management***

Our Company monitors our mix of fixed-rate and variable-rate debt, as well as our mix of term debt versus nonterm debt. This monitoring includes a review of business and other financial risks. We also enter into interest rate swap agreements to manage these risks. These contracts had maturities of less than two years on December 31, 2003. Interest rate swap agreements that meet certain conditions required under SFAS No. 133 for fair value hedges are accounted for as such with the offset recorded to adjust the fair value of the underlying exposure being hedged. Any ineffective portion (which was not significant in 2003, 2002 or 2001) of the changes in the fair value of these agreements is recorded in earnings immediately. The fair values of our Company's interest rate swap agreements were approximately \$28 million and \$44 million at December 31, 2003 and 2002, respectively. The Company estimates the fair value of its interest rate management derivatives based on quoted market prices.

#### ***Foreign Currency Management***

The purpose of our foreign currency hedging activities is to reduce the risk that our eventual U.S. dollar net cash inflows resulting from sales outside the United States will be adversely affected by changes in exchange rates.

We enter into forward exchange contracts and purchase currency options (principally euro and Japanese yen) and collars to hedge certain portions of forecasted cash flows denominated in foreign currencies. The effective portion of the changes in fair value for these contracts, which have been designated as cash flow hedges, are reported in AOCI and reclassified into earnings in the same financial statement line item and in the

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same period or periods during which the hedged transaction affects earnings. Any ineffective portion (which was not significant in 2003, 2002 or 2001) of the change in fair value of these instruments is immediately recognized in earnings. These contracts had maturities up to one year on December 31, 2003, which is also the period in which primarily all amounts included in AOCI will be reclassified into earnings.

Additionally, the Company enters into forward exchange contracts that are not designated as hedging instruments under SFAS No. 133. These instruments are used to offset the earnings impact relating to the variability in exchange rates on certain monetary assets and liabilities denominated in nonfunctional currencies. Changes in the fair value of these instruments are immediately recognized in earnings in the line item other income (loss)—net of our statements of income to offset the effect of remeasurement of the monetary assets and liabilities.

The Company also enters into forward exchange contracts to hedge its net investment position in certain major currencies. Under SFAS No. 133, changes in the fair value of these instruments are recognized in foreign currency translation adjustment, a component of AOCI, to offset the change in the value of the net investment being hedged. For the years ended December 31, 2003, 2002 and 2001, approximately \$29 million, \$26 million and \$43 million, respectively, of losses relating to derivative financial instruments were recorded in foreign currency translation adjustment.

For the years ended December 31, 2003, 2002 and 2001, we recorded an increase (decrease) to AOCI of approximately \$(31) million, \$(151) million and \$92 million, respectively, net of both income taxes and reclassifications to earnings, primarily related to gains and losses on foreign currency cash flow hedges. These items will generally offset cash flow gains and losses relating to the underlying exposures being hedged in future periods. The Company estimates that it will reclassify into earnings during the next 12 months losses of approximately \$40 million from the net amount recorded in AOCI as of December 31, 2003 as the anticipated foreign currency cash flows occur. For the year ended December 31, 2001, the Company recorded approximately \$12 million in earnings, classified within net operating revenues in our statements of income, primarily related to the change in the time value of foreign currency options. During 2001, the FASB issued an interpretation to SFAS No. 133 allowing the entire change in fair value, including the time value, of certain purchased options to be recorded in AOCI until the related underlying exposure is recorded in earnings. The Company adopted this interpretation prospectively.

The Company did not discontinue any cash flow hedge relationships during the years ended December 31, 2003, 2002 and 2001.

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The following table summarizes activity in AOCI related to derivatives designated as cash flow hedges held by the Company during the applicable periods (in millions):

Year Ended December 31,	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2003</b>			
Accumulated derivative net losses as of January 1, 2003	\$ (15)	\$ 6	\$ (9)
Net changes in fair value of derivatives	(165)	65	(100)
Net losses reclassified from AOCI into earnings	114	(45)	69
Accumulated derivative net losses as of December 31, 2003	\$ (66)	\$ 26	\$ (40)

Year Ended December 31,	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2002</b>			
Accumulated derivative net gains as of January 1, 2002	\$ 234	\$ (92)	\$ 142
Net changes in fair value of derivatives	(129)	51	(78)
Net gains reclassified from AOCI into earnings	(120)	47	(73)
Accumulated derivative net losses as of December 31, 2002	\$ (15)	\$ 6	\$ (9)

Year Ended December 31,	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2001</b>			
Cumulative effect of adopting SFAS No. 133, net	\$ 83	\$ (33)	\$ 50
Net changes in fair value of derivatives	311	(122)	189
Net gains reclassified from AOCI into earnings	(160)	63	(97)
Accumulated derivative net gains as of December 31, 2001	\$ 234	\$ (92)	\$ 142

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The following table presents the fair values, carrying values and maturities of the Company's foreign currency derivative instruments outstanding (in millions):

December 31,	Carrying Values Assets (Liabilities)	Fair Values	Maturity
<b>2003</b>			
Forward contracts	\$ (25)	\$ (25)	2004
Options and collars	3	3	2004
	\$ (22)	\$ (22)	
<b>2002</b>			
Forward contracts	\$ (10)	\$ (10)	2003
Options and collars	60	60	2003–2004
	\$ 50	\$ 50	

The Company estimates the fair value of its foreign currency derivatives based on quoted market prices or pricing models using current market rates. This amount is primarily reflected in prepaid expenses and other assets within our balance sheets.

#### NOTE 11: COMMITMENTS AND CONTINGENCIES

On December 31, 2003, we were contingently liable for guarantees of indebtedness owed by third parties in the amount of \$280 million. These guarantees are related to third-party customers, bottlers and vendors and have arisen through the normal course of business. These guarantees have various terms, and none of these guarantees is individually significant. The amount represents the maximum potential future payments that we could be required to make under the guarantees; however, we do not consider it probable that we will be required to satisfy these guarantees.

Additionally in December 2003, we granted a \$250 million stand-by line of credit to Coca-Cola FEMSA with normal market terms.

We believe our exposure to concentrations of credit risk is limited due to the diverse geographic areas covered by our operations.

We have committed to make future marketing and other expenditures of approximately \$3,144 million, of which the majority is payable over the next 12 years. This amount includes our long-term agreements with the National Collegiate Athletic Association and CBS, and with the Houston Astros Baseball Club, for a combined value of approximately \$600 million to \$750 million.

The Company is also involved in various legal proceedings and tax matters. Management believes that any liability to the Company that may arise as a result of currently pending legal proceedings and tax matters, including those discussed below, will not have a material adverse effect on the financial condition of the Company taken as a whole.

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In 2003, the Securities and Exchange Commission began conducting an investigation into whether the Company or certain persons associated with our Company violated federal securities laws in connection with the conduct alleged by a former employee of the Company. Additionally, in 2003 the United States Attorney's Office for the Northern District of Georgia commenced a criminal investigation of the allegations raised by the same former employee. These investigations are ongoing, and to the Company's knowledge no criminal prosecutions or civil enforcement actions have been filed. While the Company cannot predict whether any such actions will be filed in the future, the Company will continue to cooperate fully with the governmental investigations.

During the period from 1970 to 1981, our Company owned Aqua-Chem, Inc. ("Aqua-Chem"). A division of Aqua-Chem manufactured certain boilers that contained gaskets that Aqua-Chem purchased from outside suppliers. Several years after our Company sold this entity, Aqua-Chem received its first lawsuit relating to asbestos, a component of some of the gaskets. Aqua-Chem has notified our Company that it believes we are obligated to them for certain costs and expenses associated with the litigation. Aqua-Chem has demanded that our Company reimburse it for approximately \$10 million for out-of-pocket litigation-related expenses incurred over the last 18 years. Aqua-Chem has also demanded that the Company acknowledge a continuing obligation to Aqua-Chem for any future liabilities and expenses that are excluded from coverage under the applicable insurance or for which there is no insurance. Our Company disputes Aqua-Chem's claims, and we believe we have no obligation to Aqua-Chem for any of its past, present or future liabilities, costs or expenses. Furthermore, we believe we have substantial legal and factual defenses to Aqua-Chem's claims. The parties entered into litigation to resolve this dispute, which is currently pending. The Company believes Aqua-Chem has substantial insurance coverage to pay Aqua-Chem's asbestos claimants. An estimate of possible losses, if any, cannot be made at this time.

The Competition Directorate of the European Commission made unannounced visits to the offices of the Company and certain of our bottlers in Austria, Belgium, Denmark, Germany and Great Britain several years ago. This investigation, which is directed at various commercial and market practices, is continuing and the Company and bottlers are endeavoring to have a dialogue with the Commission in order to address their concerns. The Commission may, following its usual practice, issue one or more statements of objection, after which the Company and the bottlers would have formal rights to reply and to judicial appeal in the event of an adverse decision by the Commission. The Commission has authority to impose fines in connection with an adverse decision, however, the Company is not able to predict whether fines would be imposed or the amount of such fines.

The Spanish competition service made unannounced visits to our own offices and those of certain bottlers in Spain in 2000. In December 2003, the Spanish competition service suspended its investigation until the European Commission notifies the service of how the European Commission will proceed in its aforementioned investigation.

The French competition directorate has also initiated an inquiry into commercial practices related to the soft drinks sector in France. This inquiry has been conducted through visits to the offices of the Company; however, no conclusions have been communicated to the Company by the directorate.

At the time of divesting our interest in a consolidated entity, we sometimes agree to indemnify the buyer for specific liabilities related to the period we owned the entity. Management believes that any liability to the Company that may arise as a result of any such indemnification agreements will not have a material adverse effect on the financial condition of the Company taken as a whole.

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#### NOTE 12: NET CHANGE IN OPERATING ASSETS AND LIABILITIES

Net cash provided by operating activities attributable to the net change in operating assets and liabilities is composed of the following (in millions):

	2003	2002	2001
Decrease (increase) in trade accounts receivable	\$ 80	\$ (83)	\$ (73)
Decrease (increase) in inventories	111	(49)	(17)
Decrease (increase) in prepaid expenses and other assets	(276)	74	(349)
Decrease in accounts payable and accrued expenses	(164)	(442)	(179)
Increase in accrued taxes	53	20	247
Increase (decrease) in other liabilities	28	73	(91)
	<b>\$ (168)</b>	<b>\$ (407)</b>	<b>\$ (462)</b>

#### NOTE 13: RESTRICTED STOCK, STOCK OPTIONS AND OTHER STOCK PLANS

Prior to 2002, our Company accounted for our stock option plans and restricted stock plans under the recognition and measurement provisions of APB No. 25 and related interpretations. Effective January 1, 2002, our Company adopted the preferable fair value recognition provisions of SFAS No. 123. Our Company selected the modified prospective method of adoption described in SFAS No. 148. Compensation cost recognized in 2002 was the same as that which would have been recognized had the fair value method of SFAS No. 123 been applied from its original effective date. Refer to Note 1.

In accordance with the provisions of SFAS No. 123 and SFAS No. 148, \$422 million and \$365 million, respectively, were recorded for total stock-based compensation expense in 2003 and 2002. Of the \$422 million recorded in 2003, \$407 million was recorded in selling, general and administrative expenses and \$15 million was recorded in other operating charges (refer to Note 17). In accordance with APB No. 25, total stock-based compensation expense was \$41 million for the year ended December 31, 2001.

##### *Stock Option Plans*

Under our 1991 Stock Option Plan (the "1991 Option Plan"), a maximum of 120 million shares of our common stock was approved to be issued or transferred to certain officers and employees pursuant to stock options and stock appreciation rights granted under the 1991 Option Plan. The stock appreciation rights permit the holder, upon surrendering all or part of the related stock option, to receive cash, common stock or a combination thereof, in an amount up to 100 percent of the difference between the market

price and the option price. Options to purchase common stock under the 1991 Option Plan have been granted to Company employees at fair market value at the date of grant.

The 1999 Stock Option Plan (the "1999 Option Plan") was approved by share owners in April of 1999. Following the approval of the 1999 Option Plan, no grants were made from the 1991 Option Plan, and shares available under the 1991 Option Plan were no longer available to be granted. Under the 1999 Option Plan, a maximum of 120 million shares of our common stock was approved to be issued or transferred to certain officers and employees pursuant to stock options granted under the 1999 Option Plan. Options to purchase common stock under the 1999 Option Plan have been granted to Company employees at fair market value at the date of grant.

The 2002 Stock Option Plan (the "2002 Option Plan") was approved by share owners in April of 2002. Under the 2002 Option Plan, a maximum of 120 million shares of our common stock was approved to be issued or transferred to certain officers and employees pursuant to stock options granted under the 2002 Option Plan.

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Options to purchase common stock under the 2002 Option Plan have been granted to Company employees at fair market value at the date of grant.

Stock options granted in December 2003 generally become exercisable over a four-year graded vesting period and expire 10 years from the date of grant. Stock option grants from 1999 through July 2003 generally become exercisable over a four-year graded vesting period and expire 15 years from the date of grant. Prior to 1999, stock options generally became exercisable over a three-year vesting period and expired 10 years from the date of grant.

To ensure the best market-based assumptions were used to determine the estimated fair value of stock options granted in 2003 and 2002, we obtained two independent market quotes. Our Black-Scholes value was not materially different from the independent quotes.

The following table sets forth information about the fair value of each option grant on the date of grant using the Black-Scholes option-pricing model and the weighted-average assumptions used for such grants:

	2003	2002	2001
Weighted-average fair value of options granted	\$ 13.49	\$ 13.10	\$ 15.09
Dividend yields	1.9%	1.7%	1.6%
Expected volatility	28.1%	30.2%	31.9%
Risk-free interest rates	3.5%	3.4%	5.1%
Expected lives	6 years	6 years	5 years

A summary of stock option activity under all plans is as follows (shares in millions):

	2003		2002		2001	
	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price
Outstanding on January 1,	159	\$ 50.24	141	\$ 51.16	112	\$ 51.23
Granted <sup>1</sup>	24	49.67	29	44.69	45	48.11
Exercised	(4)	26.96	(3)	31.09	(7)	24.30
Forfeited/Expired <sup>2</sup>	(12)	51.45	(8)	54.21	(9)	56.74
Outstanding on December 31,	167	\$ 50.56	159	\$ 50.24	141	\$ 51.16
Exercisable on December 31,	102	\$ 51.97	80	\$ 51.72	65	\$ 50.83
Shares available on December 31, for options that may be granted	108		122		25	

1 No grants were made from the 1991 Option Plan during 2003, 2002 or 2001.

2 Shares forfeited/expired relate to the 1991, 1999 and 2002 Option Plans.

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The following table summarizes information about stock options at December 31, 2003 (shares in millions):

Range of Exercise Prices	Outstanding Stock Options			Exercisable Stock Options	
	Shares	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price
\$ 20.00 to \$ 30.00	2	0.8 years	\$ 25.31	2	\$ 25.31
\$ 30.01 to \$ 40.00	8	1.8 years	\$ 35.63	8	\$ 35.63
\$ 40.01 to \$ 50.00	95	11.5 years	\$ 47.62	35	\$ 47.61
\$ 50.01 to \$ 60.00	51	10.1 years	\$ 56.29	46	\$ 56.15
\$ 60.01 to \$ 86.75	11	4.8 years	\$ 65.86	11	\$ 65.86

**Restricted Stock Award Plans**

Under the amended 1989 Restricted Stock Award Plan and the amended 1983 Restricted Stock Award Plan (the "Restricted Stock Award Plans"), 40 million and 24 million shares of restricted common stock, respectively, may be granted to certain officers and key employees of our Company.

On December 31, 2003, 29 million shares were available for grant under the Restricted Stock Award Plans. Participants are entitled to vote and receive dividends on the shares and, under the 1983 Restricted Stock Award Plan, participants are reimbursed by our Company for income taxes imposed on the award, but not for taxes generated by the reimbursement payment. The shares are subject to certain transfer restrictions and may be forfeited if a participant leaves our Company for reasons other than retirement, disability or death, absent a change in control of our Company.

The following table summarizes information about restricted stock grants and cancellations in which the restrictions lapse upon the achievement of continued employment over a specified period of time.

Year		Number of shares	Average Fair Value
2003	Grants	52,720	\$ 42.91
	Cancellations	27,000	\$ 44.61
2002	Grants	30,000	\$ 50.99
	Cancellations	2,500	\$ 67.50
2001	Grants	116,300	\$ 48.95
	Cancellations	78,700	\$ 48.49

In 2003, the Company established a program to provide Performance Share Unit Awards under the 1989 Restricted Stock Award Plan to executives. Awards for the 2004–2006 performance period were made in December 2003 at a fair value of \$46.78 per share. The performance measure for these awards is compound annual growth in earnings per share, as adjusted for certain items approved by the Board of Directors ("adjusted EPS"). The number of performance share units earned shall be determined at the end of the three-year performance period and will result in an award at that time of restricted stock under the 1989 Restricted Stock Award Plan. Restrictions on such stock lapse on the fifth anniversary of the original award date. The target award made in December 2003 was 798,931 shares and requires 11 percent adjusted EPS growth over the performance period. The maximum award is 1,198,397 shares, if adjusted EPS growth is 13 percent or more, and

the minimum award is 399,466 shares if adjusted EPS is at 8 percent. Below 8 percent adjusted EPS growth, there is no award of restricted shares at the end of the period.

In 2003, 200,000 shares of five-year performance-based restricted stock were cancelled at an average fair value of \$46.88 per share.

In 2002, 50,000 shares of four-year performance-based restricted stock were granted at an average fair value of \$46.88 per share. The release of the shares is subject to the Company's achievement of a minimum of 11 percent annual growth in earnings per share over the four-year measurement period, as adjusted for certain items approved by the Board of Directors. In 2002, the Company also promised to grant 50,000 shares at the end of three years and 75,000 shares at the end of four years if the Company achieved predefined performance targets over the respective measurement periods.

In 2000, 270,000 shares of three-year performance-based and 2,025,000 shares of five-year performance-based restricted stock were granted. The release of these shares was contingent upon the Company achieving certain predefined performance targets over the three-year and five-year measurement periods, respectively. Participants were entitled to vote and receive dividends on these shares during the measurement period. The Company also promised to grant 180,000 shares of stock at the end of three years and 200,000 shares at the end of five years to certain employees if the Company achieved predefined performance targets over the respective measurement periods.

In May 2001, all performance-based restricted stock awards and promises made to grant shares in the future were cancelled, with the exception of 150,000 shares of five-year performance-based restricted stock. New awards for the same number of cancelled shares, with the exception of the promises made in 2000 to grant 200,000 shares at the end of five years, were granted at an average fair value of \$47.88 per share. The release of the shares is subject to the Company's achievement of a minimum of 11 percent annual growth in earnings per share over the respective measurement periods, as adjusted for certain items approved by the Board of Directors. In 2001, an additional 10,000 shares of three-year performance-based restricted stock and 50,000 shares of five-year performance-based restricted stock were granted at an average fair value of \$46.22 per share and \$45.70 per share, respectively, with predefined performance targets to be achieved over the respective measurement periods. In 2001, an additional 250,000 shares of five-year performance-based restricted stock were granted at an average fair value of \$46.80 per share.

In all cases where the measurement period ended in 2003, the performance conditions for the three-year performance-based restricted stock grants and the promises to grant stock at the end of the three-year period were not achieved.

**NOTE 14: PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS**

Our Company sponsors and/or contributes to pension and postretirement health care and life insurance benefit plans covering substantially all U.S. employees. We also sponsor nonqualified, unfunded defined benefit pension plans for certain members of management. In addition, our Company and its subsidiaries have various pension plans and other forms of postretirement arrangements outside the United States.

Total expense for all benefit plans, including defined benefit pension plans, defined contribution pension plans, and postretirement health care and life insurance benefits plans, amounted to \$243 million in 2003, \$168 million in 2002 and \$142 million in 2001. In addition, in 2003 the Company recorded a charge of \$23 million for special retirement benefits and curtailment costs as part of the streamlining costs discussed in Note 17.

Our Company uses a measurement date of December 31 for substantially all of our pension and postretirement benefit plans.

**Obligations and Funded Status**

The following table sets forth the change in benefit obligations for our benefit plans (in millions):

December 31,	Pension Benefits		Other Benefits	
	2003	2002	2003	2002
Benefit obligation at beginning of year <sup>1</sup>	\$ 2,182	\$ 1,906	\$ 651	\$ 530
Service cost	76	63	25	18
Interest cost	140	132	44	38
Foreign currency exchange rate changes	90	11	1	—
Amendments	(2)	6	(25)	—
Actuarial loss	142	138	86	86
Benefits paid <sup>2</sup>	(122)	(121)	(22)	(23)
Business combinations	—	46	—	—
Curtailments	(23)	—	(6)	—
Special termination benefits	12	—	5	—
Other	—	1	2	2
Benefit obligation at end of year <sup>1</sup>	\$ 2,495	\$ 2,182	\$ 761	\$ 651

<sup>1</sup> For pension benefit plans, the benefit obligation is the projected benefit obligation. For other benefit plans, the benefit obligation is the accumulated postretirement benefit obligation.

<sup>2</sup> Benefits paid from pension benefit plans during 2003 and 2002 included \$27 million and \$26 million, respectively, in payments related to unfunded pension plans that were paid from Company assets. All of the benefits paid from other benefit plans during 2003 and 2002 were paid from Company assets because these plans are unfunded.

The accumulated benefit obligation for our pension plans was \$2,145 million and \$1,893 million at December 31, 2003 and 2002, respectively.

The total projected benefit obligation and fair value of plan assets for the pension plans with projected benefit obligations in excess of plan assets were \$941 million and \$311 million, respectively, as of December 31, 2003 and \$2,016 million and \$1,262 million, respectively, as of December 31, 2002. The total accumulated benefit obligation and fair value of plan assets for the pension plans with accumulated benefit obligations in excess of plan assets were \$770 million and \$274 million, respectively, as of December 31, 2003 and \$1,733 million and \$1,243 million, respectively, as of December 31, 2002.

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The following table sets forth the change in the fair value of plan assets for our benefit plans (in millions):

December 31,	Pension Benefits		Other Benefits	
	2003	2002	2003	2002
Fair value of plan assets at beginning of year <sup>1</sup>	\$ 1,452	\$ 1,492	\$ —	\$ —
Actual return on plan assets	405	(121)	—	—
Employer contributions	208	151	—	—
Foreign currency exchange rate changes	54	23	—	—
Benefits paid	(95)	(95)	—	—
Other	—	2	—	—
Fair value of plan assets at end of year <sup>1</sup>	\$ 2,024	\$ 1,452	\$ —	\$ —

<sup>1</sup> Plan assets include 1.62 million shares of common stock of our Company with a fair value of \$82 million and \$71 million as of December 31, 2003 and 2002, respectively. Dividends received on common stock of our Company during 2003 and 2002 were \$1.4 million and \$1.3 million, respectively.

The pension and other benefit amounts recognized in our balance sheets are as follows (in millions):

December 31,	Pension Benefits		Other Benefits	
	2003	2002	2003	2002
Funded status—plan assets less than benefit obligations	\$ (471)	\$ (730)	\$ (761)	\$ (651)
Unrecognized net actuarial loss	429	584	203	130
Unrecognized prior service cost	55	66	(7)	19
Unrecognized net asset at transition	—	(1)	—	—
Net prepaid asset (liability) recognized	\$ 13	\$ (81)	\$ (565)	\$ (502)
Prepaid benefit cost	\$ 407	\$ 271	\$ —	\$ —
Accrued benefit liability	(519)	(747)	(565)	(502)
Intangible asset	16	60	—	—
Accumulated other comprehensive income	109	335	—	—
Net prepaid asset (liability) recognized	\$ 13	\$ (81)	\$ (565)	\$ (502)

#### Components of Net Periodic Benefit Cost

Net periodic benefit cost for our pension and other postretirement benefit plans consists of the following (in millions):

Year Ended December 31,	Pension Benefits			Other Benefits		
	2003	2002	2001	2003	2002	2001
Service cost	\$ 76	\$ 63	\$ 53	\$ 25	\$ 18	\$ 13
Interest cost	140	132	123	44	38	34
Expected return on plan assets	(130)	(137)	(125)	—	—	(1)
Amortization of prior service cost	7	6	8	—	2	2
Recognized net actuarial loss	27	8	3	6	—	—
Net periodic benefit cost	\$ 120	\$ 72	\$ 62	\$ 75	\$ 58	\$ 48

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### Assumptions

The weighted-average assumptions used in computing the benefit obligations are as follows:

December 31,	Pension Benefits		Other Benefits	
	2003	2002	2003	2002
Discount rate	6%	6 <sup>1</sup> / <sub>4</sub> %	6 <sup>1</sup> / <sub>4</sub> %	6 <sup>3</sup> / <sub>4</sub> %
Rate of increase in compensation levels	4 <sup>1</sup> / <sub>4</sub> %	4 <sup>1</sup> / <sub>4</sub> %	4 <sup>1</sup> / <sub>2</sub> %	4 <sup>1</sup> / <sub>2</sub> %

The weighted-average assumptions used in computing net periodic benefit cost are as follows:

Year Ended December 31,	Pension Benefits			Other Benefits		
	2003	2002	2001	2003	2002	2001
Discount rate <sup>1</sup>	6%	6 <sup>1</sup> / <sub>2</sub> %	7%	6 <sup>1</sup> / <sub>2</sub> %	7 <sup>1</sup> / <sub>4</sub> %	7 <sup>1</sup> / <sub>2</sub> %
Rate of increase in compensation levels	4 <sup>1</sup> / <sub>4</sub> %	4 <sup>1</sup> / <sub>4</sub> %	4 <sup>1</sup> / <sub>2</sub> %			
Expected long-term rate of return on plan assets	7 <sup>3</sup> / <sub>4</sub> %	8 <sup>1</sup> / <sub>4</sub> %	8 <sup>1</sup> / <sub>2</sub> %	—	—	—

<sup>1</sup> On March 27, 2003, the primary qualified and nonqualified U.S. pension plans, as well as the U.S. postretirement health care plan, were remeasured to reflect the effect of the curtailment resulting from the Company streamlining initiatives. Refer to Note 17. The discount rate assumption used to determine 2003 net periodic benefit cost for these U.S. plans was 6<sup>3</sup>/<sub>4</sub> percent prior to the remeasurement and 6<sup>1</sup>/<sub>2</sub> percent subsequent to the remeasurement. This change in the discount rate is reflected in the 2003 weighted-average discount rate of 6 percent for all pension benefit plans and 6<sup>1</sup>/<sub>2</sub> percent for other benefit plans.

The assumed health care cost trend rates are as follows:

December 31,	2003	2002
Health care cost trend rate assumed for next year	10%	10%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	5 <sup>1</sup> / <sub>4</sub> %	5 <sup>1</sup> / <sub>4</sub> %
Year that the rate reaches the ultimate trend rate	2009	2008

Assumed health care cost trend rates have a significant effect on the amounts reported for the postretirement health care plans. A one percentage point change in the assumed health care cost trend rate would have the following effects (in millions):

	One Percentage Point Increase	One Percentage Point Decrease
Effect on accumulated postretirement benefit obligation as of December 31, 2003	\$ 96	\$ (81)
Effect on total of service cost and interest cost in 2003	\$ 13	\$ (11)

Refer to Note 1 for information regarding the Medicare Prescription Drug, Improvement and Modernization Act of 2003.

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### Plan Assets

The fair value of plan assets for our U.S. pension benefit plans as of December 31, 2003 was \$1,467 million. The following table sets forth the actual asset allocation and target asset allocation for our U.S. plan assets:

December 31,	2003	2002	Target Asset Allocation
Equity securities <sup>1</sup>	66%	55%	60%
Debt securities <sup>2</sup>	27%	36%	30%
Real estate and other <sup>3</sup>	7%	9%	10%
Total	100%	100%	100%

<sup>1</sup> As of December 31, 2003 and 2002, 5 percent and 7 percent, respectively, of total U.S. plan assets were invested in common stock of our Company. The target asset allocation for large-capitalization, mid-capitalization, and small-capitalization U.S. equity securities is 20 percent, 9 percent and 20 percent, respectively. The target asset allocation for international equity securities is 11 percent.

<sup>2</sup> The target asset allocation for high-yield debt securities is 15 percent.

<sup>3</sup> As of December 31, 2003 and 2002, 5 percent and 7 percent, respectively, of total U.S. plan assets were invested in real estate.

Investment objectives for the Company's U.S. plan assets are to:

- (1) optimize the long-term return on plan assets at an acceptable level of risk;
- (2) maintain a broad diversification across asset classes and among investment managers;
- (3) maintain careful control of the risk level within each asset class; and
- (4) focus on a long-term return objective.

Asset allocation targets promote optimal expected return and volatility characteristics given the long-term time horizon for fulfilling the obligations of the pension plans. Selection of the targeted asset allocation for U.S. plan assets was based upon a review of the expected return and risk characteristics of each asset class, as well as the correlation of returns among asset classes.

Investment guidelines are established with each investment manager. These guidelines provide the parameters within which the investment managers agree to operate, including criteria that determine eligible and ineligible securities, diversification requirements and credit quality standards, where applicable. Unless exceptions have been approved, investment managers are prohibited from buying or selling commodities, futures or option contracts, as well as from short selling of securities. Furthermore, investment managers agree to obtain written approval for deviations from stated investment style or guidelines.

As of December 31, 2003, no investment manager was responsible for more than 10 percent of total U.S. plan assets. In addition, diversification requirements for each investment manager prevent a single security or other investment from exceeding 10 percent, at historical cost, of the total U.S. plan assets.

External consultants were engaged to conduct an asset and liability study in order to determine the most appropriate investment strategy and asset mix for our U.S. plan assets. To develop our expected long-term rate of return assumption on U.S. plan assets, our Company uses long-term historical return information for the

targeted asset mix identified in the asset and liability study. Adjustments are made to the expected long-term rate of return assumption when deemed necessary based upon revised expectations of future investment performance of the overall capital markets. The expected long-term rate of return assumption used in computing 2003 net periodic pension cost for the U.S. plans was 8.5 percent.

### Contributions

We contributed \$100 million to the primary qualified U.S. pension plan in January 2004, and we anticipate contributing up to an additional \$65 million to this plan later in 2004. We expect to contribute up to \$55 million to the U.S. postretirement benefit plan during 2004.

### NOTE 15: INCOME TAXES

Income before income taxes and cumulative effect of accounting change consists of the following (in millions):

Year Ended December 31,	2003	2002	2001
United States	\$ 2,029	\$ 2,062	\$ 2,430
International	3,466	3,437	3,240
	<b>\$ 5,495</b>	<b>\$ 5,499</b>	<b>\$ 5,670</b>

Income tax expense (benefit) consists of the following (in millions):

Year Ended December 31,	United States	State & Local	International	Total
<b>2003</b>				
Current	\$ 426	\$ 84	\$ 826	\$ 1,336
Deferred	(145)	(11)	(32)	(188)
<b>2002</b>				
Current	\$ 455	\$ 55	\$ 973	\$ 1,483

Deferred	2	23	15	40
<b>2001</b>				
Current	\$ 552	\$ 102	\$ 981	\$ 1,635
Deferred	70	(15)	1	56

We made income tax payments of approximately \$1,325 million, \$1,508 million and \$1,496 million in 2003, 2002 and 2001, respectively.

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A reconciliation of the statutory U.S. federal rate and effective rates is as follows:

Year Ended December 31,	2003	2002	2001
Statutory U.S. federal rate	<b>35.0 %</b>	35.0 %	35.0 %
State income taxes—net of federal benefit	<b>0.9</b>	0.9	1.0
Earnings in jurisdictions taxed at rates different from the statutory U.S. federal rate	<b>(10.6)<sup>1</sup></b>	(6.0)	(4.9)
Equity income or loss	<b>(2.4)<sup>2</sup></b>	(2.0) <sup>4</sup>	(0.9)
Other operating charges	<b>(1.1)<sup>3</sup></b>	—	—
Write-down/sale of certain bottling investments	—	0.7 <sup>5</sup>	—
Other—net	<b>(0.9)</b>	(0.9)	(0.4)
Effective rates	<b>20.9 %</b>	27.7 %	29.8 %

<sup>1</sup> Includes approximately \$50 million or (0.8) percent tax benefit for the release of tax reserves due primarily to the resolution of various tax matters.

<sup>2</sup> Includes the write-down of certain intangible assets held by bottling investments in Latin America. Refer to Note 2.

<sup>3</sup> Includes charges for streamlining initiatives. Refer to Note 17.

<sup>4</sup> Includes charges by equity investees in 2002. Refer to Note 16.

<sup>5</sup> Includes gains on the sale of Cervejarias Kaiser Brazil, Ltda and the write-down of certain bottling investments, primarily in Latin America. Refer to Note 16.

Our effective tax rate reflects the tax benefits from having significant operations outside the United States that are taxed at rates lower than the statutory rate of 35 percent. In 2003, our effective tax rate reflects further benefit from realization of tax benefits on charges related to streamlining initiatives recorded in locations with tax rates higher than our effective tax rate.

In 2003, management concluded that it was more likely than not that tax benefits would not be realized on Coca-Cola FEMSA's write-down of intangible assets in Latin American in connection with its merger with Panamco. Refer to Note 2. In 2002, management concluded that it was more likely than not that tax benefits would not be realized with respect to principally all of the items disclosed in Note 16. Accordingly, valuation allowances were recorded to offset the future tax benefit of these items resulting in an increase in our effective tax rate.

Undistributed earnings of the Company's foreign subsidiaries amounted to approximately \$8.2 billion at December 31, 2003. Those earnings are considered to be indefinitely reinvested and, accordingly, no U.S. federal and state income taxes have been provided thereon. Upon distribution of those earnings in the form of dividends or otherwise, the Company would be subject to both U.S. income taxes (subject to an adjustment for foreign tax credits) and withholding taxes payable to the various foreign countries. Determination of the amount of unrecognized deferred U.S. income tax liability is not practicable because of the complexities associated with its hypothetical calculation; however, unrecognized foreign tax credits would be available to reduce a portion of the U.S. liability.

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The tax effects of temporary differences and carryforwards that give rise to deferred tax assets and liabilities consist of the following (in millions):

December 31,	2003	2002
<b>Deferred tax assets:</b>		
Property, plant and equipment	\$ 87	\$ 227
Trademarks and other intangible assets	68	97
Equity method investments (including translation adjustment)	485	468
Other liabilities	242	123
Benefit plans	669	541
Net operating/capital loss carryforwards	711	663
Other	195	307
Gross deferred tax assets	<b>2,457</b>	2,426
Valuation allowance	<b>(630)</b>	(738)
Total deferred tax assets <sup>1</sup>	<b>\$ 1,827</b>	\$ 1,688

Deferred tax liabilities:			
Property, plant and equipment	\$	(737)	\$ (757)
Trademarks and other intangible assets		(247)	(135)
Equity method investments (including translation adjustment)		(468)	(465)
Other liabilities		(55)	(55)
Other		(211)	(222)
<hr/>			
Total deferred tax liabilities	\$	(1,718)	\$ (1,634)
<hr/>			
Net deferred tax assets	\$	109	\$ 54
<hr/>			

<sup>1</sup> Deferred tax assets of \$446 million and \$358 million were included in the line item other assets at December 31, 2003 and 2002, respectively.

On December 31, 2003 and 2002, we had approximately \$160 million and \$129 million, respectively, of net deferred tax assets located in countries outside the United States.

On December 31, 2003, we had \$2,511 million of loss carryforwards available to reduce future taxable income. Loss carryforwards of \$791 million must be utilized within the next five years; \$673 million must be utilized within the next 10 years; and the remainder can be utilized over an indefinite period.

#### NOTE 16: SIGNIFICANT OPERATING AND NONOPERATING ITEMS

In the first quarter of 2003, the Company reached a settlement with certain defendants in a vitamin antitrust litigation matter. In that litigation, the Company alleged that certain vitamin manufacturers participated in a global conspiracy to fix the price of some vitamins, including vitamins used in the manufacture of some of the Company's products. During the first quarter of 2003, the Company received a settlement relating to this litigation of approximately \$52 million on a pretax basis, or \$0.01 per share on an after-tax basis. The amount was recorded as a reduction to cost of goods sold.

Refer to Note 2 for disclosure regarding the merger of Coca-Cola FEMSA and Panamco in 2003 and the recording of a \$102 million noncash pretax charge to the line item equity income—net.

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In the third quarter of 2002, our Company recorded a noncash pretax charge of approximately \$33 million related to our share of impairment and restructuring charges taken by certain investees in Latin America. This charge was recorded in the line item equity income—net.

Our Company had direct and indirect ownership interests totaling approximately 18 percent in Cervejarias Kaiser S.A. ("Kaiser S.A."). In March 2002, Kaiser S.A. sold its investment in Cervejarias Kaiser Brazil, Ltda to Molson Inc. ("Molson") for cash of approximately \$485 million and shares of Molson valued at approximately \$150 million. Our Company's pretax share of the gain related to this sale was approximately \$43 million, of which approximately \$21 million was recorded in the line item equity income—net, and approximately \$22 million was recorded in the line item other income (loss)—net.

In the first quarter of 2002, our Company recorded a noncash pretax charge of approximately \$157 million (recorded in the line item other income (loss)—net), primarily related to the write-down of certain investments in Latin America. This write-down reduced the carrying value of the investments in Latin America to fair value. The charge was primarily the result of the economic developments in Argentina during the first quarter of 2002, including the devaluation of the Argentine peso and the severity of the unfavorable economic outlook.

#### NOTE 17: STREAMLINING COSTS

During 2003, the Company took steps to streamline and simplify its operations, primarily in North America and Germany. In North America, the Company integrated the operations of three formerly separate North American business units—Coca-Cola North America, Minute Maid and Fountain. In Germany, CCEAG took steps to improve its efficiency in sales, distribution and manufacturing, and our German Division office also implemented streamlining initiatives. Selected other operations also took steps to streamline their operations to improve overall efficiency and effectiveness. As disclosed in Note 1, under SFAS No. 146, a liability is accrued only when certain criteria are met. All of the Company's streamlining initiatives met these criteria as of December 31, 2003, and all related costs have been incurred as of December 31, 2003.

Employees separated from the Company as a result of these streamlining initiatives were offered severance or early retirement packages, as appropriate, which included both financial and nonfinancial components. The expenses recorded during the year ended December 31, 2003 included costs associated with involuntary terminations and other direct costs associated with implementing these initiatives. As of December 31, 2003, approximately 3,700 associates had been separated pursuant to these streamlining initiatives. Other direct costs included the relocation of employees; contract termination costs; costs associated with the development, communication and administration of these initiatives; and asset write-offs. During 2003, the Company incurred total pretax expenses related to these streamlining initiatives of approximately \$561 million, or \$0.15 per share after tax. These expenses were recorded in the line item other operating charges.

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The table below summarizes the costs incurred to date, the balance of accrued streamlining expenses and the movement in that accrual as of and for the year ended December 31, 2003 (in millions):

Cost Summary	Costs Incurred in 2003	Payments	Noncash and Exchange	Accrued Balance December 31, 2003
Severance pay and benefits	\$ 248	\$ (113)	\$ 3	\$ 138
Retirement related benefits	43	—	(14)	29
Outside services—legal, outplacement, consulting	36	(25)	—	11
Other direct costs	133	(81)	(1)	51

Total	\$ 460	\$ (219)	\$ (12)	\$ 229 <sup>1</sup>
Asset impairments	\$ 101			
Total costs incurred	\$ 561			

<sup>1</sup> As of December 31, 2003, \$206 million was included in the balance sheet line item accounts payable and accrued expenses, and \$23 million was included in the balance sheet line item other liabilities.

The total streamlining initiative costs incurred for the year ended December 31, 2003 by operating segment were as follows (in millions):

North America	\$ 273
Africa	12
Asia	18
Europe, Eurasia & Middle East	183
Latin America	8
Corporate	67
Total	\$ 561

#### NOTE 18: ACQUISITIONS AND INVESTMENTS

During 2003, our Company's acquisition and investment activity totaled approximately \$359 million. These acquisitions included purchases of trademarks, brands and related contractual rights of approximately \$142 million, none of which was individually significant. Refer to Note 4. Other acquisition and investing activity totaled approximately \$217 million, and with the exception of the acquisition of Truesdale, none was individually significant. In March 2003, our Company acquired a 100 percent ownership interest in Truesdale from CCE for cash consideration of approximately \$58 million. Truesdale owns a noncarbonated beverage production facility. The purchase price was allocated primarily to the property, plant and equipment acquired. No amount was allocated to intangible assets. Truesdale is included in our North America operating segment.

During 2002, our Company's acquisition and investment activity totaled approximately \$1,144 million. Included in this \$1,144 million, our Company paid \$544 million in cash and recorded a \$600 million note payable to finance the CCEAG acquisition described below.

In November 2001, we entered into the Control and Profit and Loss Transfer Agreement ("CPL") with CCEAG. Under the terms of the CPL, our Company acquired management control of CCEAG. In

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November 2001, we also entered into a Pooling Agreement with certain share owners of CCEAG that provided our Company with voting control of CCEAG. Both agreements became effective in February 2002, when our Company acquired control of CCEAG for a term ending no later than December 31, 2006. CCEAG is included in our Europe, Eurasia and Middle East operating segment. As a result of acquiring control of CCEAG, our Company is working to help focus its sales and marketing programs and assist in developing the business. This transaction was accounted for as a business combination, and the results of CCEAG's operations have been included in the Company's financial statements since February 2002. Prior to February 2002, our Company accounted for CCEAG under the equity method of accounting. As of December 31, 2002, our Company had an approximate 41 percent ownership interest in the outstanding shares of CCEAG. In return for control of CCEAG, pursuant to the CPL we guaranteed annual payments, in lieu of dividends by CCEAG, to all other CCEAG share owners. These guaranteed annual payments equal .76 euro for each CCEAG share outstanding. Additionally, all other CCEAG share owners entered into either a put or a put/call option agreement with the Company, exercisable at any time up to the December 31, 2006 expiration date. In 2003, one of the other share owners exercised its put option that represented approximately 29 percent of the outstanding shares of CCEAG. All payments related to the exercise of the put options will be made in 2006. Our Company entered into either put or put/call agreements for shares representing an approximate 59 percent interest in CCEAG. The spread in the strike prices of the put and call options is approximately 3 percent.

As of the date of the transaction, the Company concluded that the exercise of the put and/or call agreements was a virtual certainty based on the minimal differences in the strike prices. We concluded that either the holder of the put option would require the Company to purchase the shares at the agreed-upon put strike price, or the Company would exercise its call option and require the share owner to tender its shares at the agreed-upon call strike price. If these puts or calls are exercised, the actual transfer of shares would not occur until the end of the term of the CPL. Coupled with the guaranteed payments in lieu of dividends for the term of the CPL, these instruments represented the financing vehicle for the transaction. As such, the Company determined that the economic substance of the transaction resulted in the acquisition of the remaining outstanding shares of CCEAG and required the Company to account for the transaction as a business combination. Furthermore, the terms of the CPL transferred control and all of the economic risks and rewards of CCEAG to the Company immediately.

The present value of the total amount likely to be paid by our Company to all other CCEAG share owners, including the put or put/call payments and the guaranteed annual payments in lieu of dividends, was approximately \$905 million at December 31, 2003. This amount increased from the initial liability of approximately \$600 million due to the accretion of the discounted value to the ultimate maturity of the liability, as well as approximately \$239 million of translation adjustment related to this liability. This liability is included in the line item other liabilities. The accretion of the discounted value to its ultimate maturity value is recorded in the line item other income (loss)—net, and this amount was approximately \$51 million and \$38 million, respectively, for the years ended December 31, 2003 and 2002.

In July 2002, our Company and Danone Waters of North America, Inc. ("DWNA") formed a new limited liability company, CCDA, for the production, marketing and distribution of DWNA's bottled spring and source water business in the United States. In forming CCDA, DWNA contributed assets of its retail bottled spring and source water business in the United States. These assets include five production facilities, a license for the use of the Dannon and Sparkletts brands, as well as ownership of several value brands. Our Company made a cash payment to acquire a controlling 51 percent equity interest in CCDA and is also providing marketing, distribution and management expertise. This transaction was accounted for as a business combination, and the

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consolidated results of CCDA's operations have been included in the Company's financial statements since July 2002. This business combination expanded our water brands to include a national offering in all sectors of the water category with purified, spring and source waters. CCDA is included in our North America operating segment.

In January 2002, our Company and CCBPI finalized the purchase of RFM Corp.'s ("RFM") approximate 83 percent interest in CBC, a publicly traded Philippine beverage company. CBC is an established carbonated soft-drink business in the Philippines and was included in our Asia operating segment. The original sale and purchase agreement with RFM was entered into in November 2001. As of the date of this sale and purchase agreement, the Company began supplying concentrate for this operation. The purchase of RFM's interest was finalized on January 3, 2002. In March 2002, a tender offer was completed with our Company and CCBPI acquiring all shares of the remaining minority share owners except for shares representing a 1 percent interest in CBC. This transaction was accounted for as a business combination, and the results of CBC's operations were included in the Company's financial statements from January 2002 to March 2003.

The Company and CCBPI agreed to restructure the ownership of the operations of CBC, and this transaction was completed in April 2003. This transaction resulted in the Company acquiring all the trademarks of CBC and CCBPI owning approximately 99 percent of the outstanding shares of CBC. Accordingly, CBC was deconsolidated by the Company. No gain or loss was recorded by our Company upon completion of the transaction, as the fair value of the assets exchanged was approximately equal. Additionally, there was no impact on our cash flows related to this transaction.

Our Company acquired controlling interests in CCDA and CBC for total combined consideration of approximately \$328 million. As of December 31, 2003, the Company allocated approximately \$56 million of the purchase price for these acquisitions to goodwill and \$208 million to other indefinite-lived intangible assets, primarily trademarks, brands and licenses. This goodwill is all related to the CCDA acquisition and is allocated to our North America operating segment.

The combined 2002 net operating revenues of CCEAG, CBC and CCDA were approximately \$1.3 billion.

During 2001, our Company's acquisition and investment activity totaled approximately \$651 million. In February 2001, our Company reached an agreement with Carlsberg for the dissolution of CCNB, a joint venture bottler in which our Company had a 49 percent ownership interest. At that time, CCNB had bottling operations in Sweden, Norway, Denmark, Finland and Iceland. Under this agreement with Carlsberg, our Company acquired CCNB's Sweden and Norway bottling operations in June 2001, increasing our Company's ownership in those bottlers to 100 percent. Carlsberg acquired CCNB's Denmark and Finland bottling operations, increasing Carlsberg's ownership in those bottlers to 100 percent. Pursuant to the agreement, CCNB sold its Iceland bottling operations to a third-party group of investors in May 2001.

In March 2001, our Company signed a definitive agreement with La Tondena Distillers, Inc. ("La Tondena") and San Miguel to acquire carbonated soft-drink, water and juice brands for \$84 million. CCBPI acquired the related manufacturing and distribution assets from La Tondena for \$63 million.

In July 2001, our Company and San Miguel acquired CCBPI from Coca-Cola Amatil. Upon the completion of this transaction, our Company owned 35 percent of the common shares and 100 percent of the Preferred B shares, and San Miguel owned 65 percent of the common shares of CCBPI. Additionally, as a result of this transaction, our Company's interest in Coca-Cola Amatil was reduced from approximately 38 percent to approximately 35 percent.

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In December 2001, our Company completed a cash tender offer for all outstanding shares of the common stock of Odwalla, Inc. This acquisition was valued at approximately \$190 million with our Company receiving an ownership interest of 100 percent.

During the first half of 2001, in separate transactions, our Company purchased two bottlers in Brazil: Refrescos Guarapes Ltda. and Sucovalle Sucos e Concentrados do Vale S.A.

The acquisitions and investments have been accounted for by either the purchase method or equity method of accounting, as appropriate. Their results have been included in our financial statements from their respective dates of acquisition using the appropriate method of accounting. Assuming the results of these businesses had been included in operations commencing with 2001, pro forma financial data would not be required due to immateriality.

#### NOTE 19: OPERATING SEGMENTS

Our Company's operating structure includes the following operating segments: North America; Africa; Asia; Europe, Eurasia and Middle East; Latin America; and Corporate. North America includes the United States, Canada and Puerto Rico. Prior-period amounts have been reclassified to conform to the current-period presentation.

##### *Segment Products and Services*

The business of our Company is nonalcoholic beverages. Our operating segments derive a majority of their revenues from the manufacture and sale of beverage concentrates and syrups and, in some cases, the sale of finished beverages. The following table summarizes the contribution to net operating revenues from Company operations (in millions):

Year Ended December 31,	2003	2002	2001
Company operations, excluding bottling operations	\$ 18,236	\$ 17,163	\$ 16,409
Company-owned bottling operations	2,808	2,401	1,136
Consolidated net operating revenues	\$ 21,044	\$ 19,564	\$ 17,545

##### *Method of Determining Segment Profit or Loss*

Management evaluates the performance of our operating segments separately to individually monitor the different factors affecting financial performance. Segment profit or loss includes substantially all the segment's costs of production, distribution and administration. Our Company typically manages and evaluates equity investments and related income on a segment level. However, we manage certain significant investments, such as our equity interests in CCE, at the Corporate segment. Our Company manages income taxes on a global basis. We manage financial costs, such as exchange gains and losses and interest income and expense, on a global basis at the Corporate segment. Thus, we evaluate segment performance based on profit or loss before income taxes and cumulative effect of accounting change.

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Information about our Company's operations by operating segment is as follows (in millions):

North America	Africa	Asia	Europe, Eurasia & Middle East	Latin America	Corporate	Consolidated
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2003							
Net operating revenues	\$ 6,344	\$ 827	\$ 5,052 <sup>1</sup>	\$ 6,556	\$ 2,042	\$ 223	\$ 21,044
Operating income <sup>2,3</sup>	1,198	249	1,690	1,908	970	(794) <sup>4</sup>	5,221
Interest income						176	176
Interest expense						178	178
Depreciation and amortization	305	27	124	230	52	112	850
Equity income (loss)—net	13	13	65	78	(5) <sup>5</sup>	242	406
Income before income taxes and cumulative effect of accounting change <sup>2,3</sup>	1,242	249	1,740	1,921	975	(632) <sup>4</sup>	5,495
Identifiable operating assets	4,953	721	1,923	5,222	1,440	7,545 <sup>6</sup>	21,804
Investments <sup>7</sup>	109	156	1,345	1,229	1,348	1,351	5,538
Capital expenditures	309	13	148	198	35	109	812

2002							
Net operating revenues	\$ 6,264	\$ 684	\$ 5,054 <sup>1</sup>	\$ 5,262 <sup>8</sup>	\$ 2,089	\$ 211	\$ 19,564
Operating income <sup>9</sup>	1,494	224	1,820	1,612	1,033	(725)	5,458
Interest income						209	209
Interest expense						199	199
Depreciation and amortization	266	37	133	193	57	120	806
Equity income (loss)—net	15	(25)	60	(18)	131	221	384
Income before income taxes and cumulative effect of accounting change <sup>9</sup>	1,515	187	1,848	1,540	1,081	(672)	5,499
Identifiable operating assets	4,999	565	2,370	4,481 <sup>8</sup>	1,205	5,795 <sup>6</sup>	19,415
Investments <sup>7</sup>	142	115	1,150	1,211 <sup>8</sup>	1,352	1,021	4,991
Capital expenditures	334	18	209	162	37	91	851

2001							
Net operating revenues	\$ 5,729	\$ 633	\$ 4,861 <sup>1</sup>	\$ 3,961	\$ 2,181	\$ 180	\$ 17,545
Operating income	1,480	276	1,763	1,461	1,094	(722)	5,352
Interest income						325	325
Interest expense						289	289
Depreciation and amortization	249	43	144	118	90	159	803
Equity income (loss)—net	2	(9)	68	(52)	118	25	152
Income before income taxes and cumulative effect of accounting change	1,472	262	1,808	1,413	1,279	(564) <sup>10</sup>	5,670
Identifiable operating assets	4,738	517	2,121	2,292	1,681	5,646 <sup>6</sup>	16,995
Investments <sup>7</sup>	140	184	1,053	1,626	1,572	847	5,422
Capital expenditures	339	11	107	105	37	170	769

Intercompany transfers between operating segments are not material.

Certain prior-year amounts have been reclassified to conform to the current-year presentation.

<sup>1</sup> Net operating revenues in Japan represented approximately 67 percent of total Asia operating segment net operating revenues in 2003, 69 percent in 2002 and 74 percent in 2001.

<sup>2</sup> Operating income and income before income taxes and cumulative effect of accounting change were reduced by stock-based compensation expense of \$127 million for North America, \$26 million for Africa, \$55 million for Asia, \$54 million for Europe, Eurasia and Middle East, \$24 million for Latin America and \$113 million for Corporate.

<sup>3</sup> Operating income and income before income taxes and cumulative effect of accounting change were reduced by \$273 million for North America, \$12 million for Africa, \$18 million for Asia, \$183 million for Europe, Eurasia and Middle East, \$8 million for Latin America and \$67 million for Corporate as a result of streamlining charges. Refer to Note 17.

<sup>4</sup> Operating income and income before income taxes and cumulative effect of accounting change were increased by \$52 million for Corporate as a result of the Company's receipt of a settlement related to a vitamin antitrust litigation matter. Refer to Note 16.

<sup>5</sup> Equity income (loss)—net for Latin America was reduced by \$102 million primarily for a charge related to one of our equity method investees. Refer to Note 2.

<sup>6</sup> Principally marketable securities, finance subsidiary receivables, goodwill, trademarks and other intangible assets, and property, plant and equipment.

<sup>7</sup> Principally equity investments in bottling companies.

<sup>8</sup> Net operating revenues, identifiable operating assets and investments for Europe, Eurasia and Middle East were significantly impacted by the acquisition of CCEAG.

<sup>9</sup> Operating income and income before income taxes and cumulative effect of accounting change were reduced by \$119 million for North America, \$24 million for Africa, \$51 million for Asia, \$51 million for Europe, Eurasia and Middle East, \$22 million for Latin America and \$106 million for Corporate to include the impact of adopting the fair value method of accounting for stock-based compensation under SFAS No. 123.

<sup>10</sup> Income before income taxes and cumulative effect of accounting change was increased by \$91 million for Corporate due to a noncash gain that was recognized on the issuance of stock by CCE, one of our equity investees.

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Compound Growth Rate Ended December 31, 2003	North America	Africa	Asia	Europe, Eurasia & Middle East	Latin America	Corporate	Consolidated
Net operating revenues							
5 years	4.4 %	3.7 %	6.6%	7.8%	(1.1)%	4.8%	5.2%
10 years	5.4 %	11.5 %	7.0%	4.4%	2.0 %	24.0%	5.3%
Operating income							
5 years	(2.9)%	(0.9)%	4.7%	3.4%	(1.5)%	*	1.0%
10 years	4.1 %	3.9 %	5.7%	5.5%	4.7 %	*	5.4%

\* Calculation is not meaningful.

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## Report of Independent Auditors

### Board of Directors and Share Owners *The Coca-Cola Company*

We have audited the accompanying consolidated balance sheets of The Coca-Cola Company and subsidiaries as of December 31, 2003 and 2002, and the related consolidated statements of income, share-owners' equity, and cash flows for each of the three years in the period ended December 31, 2003. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of The Coca-Cola Company and subsidiaries at December 31, 2003 and 2002, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2003, in conformity with accounting principles generally accepted in the United States. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

As discussed in Notes 1, 4 and 13 to the Consolidated Financial Statements, in 2002 the Company changed its method of accounting for goodwill and other intangible assets and changed its method of accounting for stock-based compensation. As discussed in Notes 1 and 10 to the Consolidated Financial Statements, in 2001 the Company changed its method of accounting for derivative instruments and hedging activities.

Atlanta, Georgia  
February 9, 2004

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### REPORT OF MANAGEMENT *The Coca-Cola Company and Subsidiaries*

We are responsible for the preparation and integrity of the Consolidated Financial Statements appearing in our Annual Report on Form 10-K. The financial statements were prepared in conformity with generally accepted accounting principles appropriate in the circumstances and, accordingly, include certain amounts based on our best judgments and estimates. Financial information in this Annual Report on Form 10-K is consistent with that in the financial statements.

We are responsible for maintaining a system of internal accounting controls and procedures to provide reasonable assurance that assets are safeguarded and that transactions are authorized, recorded and reported properly. Internal accounting controls include disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed is appropriately recorded, summarized and reported.

The internal accounting control system is augmented by a program of internal audits and appropriate reviews by management, written policies and guidelines, careful selection and training of qualified personnel and a written Code of Business Conduct adopted by our Company's Board of Directors, applicable to all Company Directors and all officers, employees of our Company and our subsidiaries. In our opinion, our Company's internal accounting controls provide reasonable assurance that assets are safeguarded against material loss from unauthorized use or disposition and that the financial records are reliable for preparing financial statements and other data and for maintaining accountability of assets. In addition, in our opinion, our Company's disclosure controls and procedures provide reasonable assurance that appropriate information is accumulated and communicated to senior management to allow timely decisions regarding required disclosures.

The Audit Committee of our Company's Board of Directors, composed solely of Directors who are independent in accordance with the requirements of the New York Stock Exchange listing standards and the Company's Corporate Governance Guidelines, meets with the independent auditors, management and internal auditors periodically to discuss internal accounting controls and auditing and financial reporting matters. The Committee reviews with the independent auditors the scope and results of the audit effort. The Committee also meets periodically with the independent auditors and the chief internal auditor without management present to ensure that the independent auditors and the chief internal auditor have free access to the Committee. Our Audit Committee's Report can be found in the Company's annual proxy statement.

The independent auditors, Ernst & Young LLP, are appointed by the Audit Committee of the Board of Directors, subject to ratification by our Company's share owners. Ernst & Young LLP is engaged to audit the Consolidated Financial Statements of The Coca-Cola Company and subsidiaries and conduct such tests and related procedures as it deems necessary in conformity with generally accepted auditing standards. The opinion of the independent auditors, based upon their audits of the Consolidated Financial Statements, is contained in this Annual Report.

Douglas N. Daft  
Chairman, Board of Directors,  
and Chief Executive Officer

February 18, 2004

Connie D. McDaniel  
Vice President  
and Controller

February 18, 2004

February 18, 2004

**Quarterly Data (Unaudited)**

Year Ended December 31,	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
<b>(In millions, except per share data)</b>					
<b>2003</b>					
Net operating revenues	\$ 4,502	\$ 5,695	\$ 5,671	\$ 5,176	\$ 21,044
Gross profit	2,885	3,568	3,503	3,326	13,282
Net income	835	1,362	1,223	927	4,347
Basic net income per share	\$ 0.34	\$ 0.55	\$ 0.50	\$ 0.38	\$ 1.77
Diluted net income per share	\$ 0.34	\$ 0.55	\$ 0.50	\$ 0.38	\$ 1.77
<b>2002</b>					
Net operating revenues	\$ 4,079	\$ 5,368	\$ 5,322	\$ 4,795	\$ 19,564
Gross profit	2,685	3,441	3,239	3,094	12,459
Net income before cumulative effect of accounting change	732	1,223	1,091	930	3,976
Net income (loss)	(194)	1,223	1,091	930	3,050
Basic net income (loss) per share:					
Before accounting change	\$ 0.29	\$ 0.49	\$ 0.44	\$ 0.38	\$ 1.60
Cumulative effect of accounting change	(0.37)	—	—	—	(0.37)
Total	\$ (0.08)	\$ 0.49	\$ 0.44	\$ 0.38	\$ 1.23
Diluted net income (loss) per share:					
Before accounting change	\$ 0.29	\$ 0.49	\$ 0.44	\$ 0.38	\$ 1.60
Cumulative effect of accounting change	(0.37)	—	—	—	(0.37)
Total	\$ (0.08)	\$ 0.49	\$ 0.44	\$ 0.38	\$ 1.23

Certain amounts previously reported in our 2003 Quarterly Reports on Form 10-Q were reclassified to conform to our year-end 2003 presentation.

In the first quarter of 2003, the Company reached a settlement with certain defendants in a vitamin antitrust litigation matter. The Company received a settlement relating to this litigation of approximately \$52 million on a pretax basis. Refer to Note 16.

In 2003, the Company took steps to streamline and simplify its operations, primarily in North America and Germany. Selected other operations also took steps to streamline their operations to improve overall efficiency and effectiveness. The pretax expense of these streamlining initiatives for the three months ended March 31, 2003, June 30, 2003, September 30, 2003 and December 31, 2003 was \$159 million, \$70 million, \$43 million and \$289 million, respectively. Refer to Note 17.

Effective May 6, 2003, one of our Company's equity method investees, Coca-Cola FEMSA, S.A. de C.V. ("Coca-Cola FEMSA") consummated a merger with another of the Company's equity method investees, Panamerican Beverages, Inc. During the third quarter of 2003, our Company recorded a pretax noncash charge to equity income—net of \$95 million primarily related to Coca-Cola FEMSA streamlining initiatives and impairment of certain intangible assets. During the fourth quarter of 2003, our Company recorded a pretax noncash charge of \$7 million related solely to the streamlining and integration of these operations. Refer to Note 2.

In the fourth quarter of 2003, we favorably resolved various tax matters (approximately \$50 million), partially offset by additional taxes primarily related to the repatriation of funds.

Effective January 1, 2002, our Company adopted Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets." For the Company's intangible assets, the cumulative effect of this change in accounting principle was a decrease to net income after taxes in the first quarter of 2002 of approximately \$367 million. For the Company's proportionate share of its equity method investees, the cumulative effect of this change in accounting principle was a decrease to net income after taxes in the first quarter of 2002 of approximately \$559 million. Refer to Note 4.

The first quarter of 2002 included a noncash pretax charge of approximately \$157 million primarily related to the write-down of our investments in Latin America. Refer to Note 16.

In the first quarter of 2002, Cervejarias Kaiser S.A. sold its investment in Cervejarias Kaiser Brazil, Ltda to Molson Inc. ("Molson") for cash of approximately \$485 million and shares of Molson valued at approximately \$150 million. Our Company's pretax share of the gain related to this sale was approximately \$43 million. Refer to Note 16.

The third quarter of 2002 includes a noncash pretax charge of approximately \$33 million related to our proportionate share of impairment and restructuring charges taken by certain investees in Latin America. Refer to Note 16.

## GLOSSARY

As used in this report, the following terms have the meanings indicated.

**Bottling Partner or Bottler:** businesses that buy concentrates, beverage bases or syrups from the Company, convert them into finished packaged products and sell them to customers.

**Carbonated Soft Drink:** nonalcoholic carbonated beverage containing flavorings and sweeteners. Excludes, among others, waters and flavored waters, juices and juice drinks, sports drinks, and teas and coffees.

**The Coca-Cola System:** the Company and its bottling partners.

**Company:** The Coca-Cola Company together with its subsidiaries.

**Concentrate:** material manufactured from Company-defined ingredients and sold to bottlers to prepare finished beverages through the addition of sweeteners and/or water and marketed under trademarks of the Company.

**Consumer:** person who drinks Company products.

**Cost of Capital:** after-tax blended cost of equity and borrowed funds used to invest in operating capital required for business.

**Customer:** retail outlet, restaurant or other operation that sells or serves Company products directly to consumers.

**Derivatives:** contracts or agreements, the value of which may change based on changes in interest rates, exchange rates, prices of securities, or financial or commodity indices. The Company uses derivatives to reduce our exposure to adverse fluctuations in interest and exchange rates and other market risks.

**Dividend Payout Ratio:** cash dividends on common stock divided by net income.

**Fountain:** system used by retail outlets to dispense product into cups or glasses for immediate consumption.

**Gallons:** unit of measurement for concentrates, syrups, beverage bases, finished beverages and powders (in all cases, expressed in equivalent gallons of syrup) for all beverage products which are reportable as unit case volume.

**Gross Profit Margin:** gross profit divided by net operating revenues.

**Market:** when used in reference to geographic areas, territory in which the Company and its bottling partners do business, often defined by national boundaries.

**Net Capital:** share-owners' equity added to net debt.

**Net Debt:** debt less the sum of cash, cash equivalents and current marketable securities.

**Noncarbonated Beverages:** nonalcoholic noncarbonated beverages including, but not limited to, waters and flavored waters, juices and juice drinks, sports drinks, and teas and coffees.

**Operating Margin:** operating income divided by net operating revenues.

**Per Capita Consumption:** average number of servings consumed per person, per year in a specific market. Per capita consumption of Company products is calculated by multiplying our unit case volume by 24, and dividing by the population.

**Return on Capital:** income before changes in accounting principles (adding back interest expense, net of related taxes) divided by average total capital.

**Return on Common Equity:** income before changes in accounting principles divided by average common share-owners' equity.

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**Serving:** eight U.S. fluid ounces of a finished beverage.

**Syrup:** concentrate mixed with sweetener and water, sold to bottlers and customers who add carbonated water to produce finished carbonated soft drinks.

**Total Capital:** share-owners' equity plus interest-bearing debt.

**Total Market Value of Common Stock:** stock price as of a date multiplied by the number of shares outstanding as of the same date.

**Unit Case:** unit of measurement equal to 192 U.S. fluid ounces of finished beverage (24 servings).

**Unit Case Volume, or Volume:** the number of unit cases (or unit case equivalents) of Company trademark or licensed beverage products directly or indirectly sold by the Coca-Cola system to customers. Volume primarily consists of beverage products bearing Company trademarks. Also included in volume are certain products licensed to our Company or owned by our bottling partners, for which our Company provides marketing support and derives profit from the sales. Such products licensed to our Company or owned by our bottling partners account for a minimal portion of total unit case volume.

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## ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

## ITEM 9A. CONTROLS AND PROCEDURES

The Company, under the supervision and with the participation of its management, including the Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of the design and operation of the Company's "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Securities Exchange Act) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective in timely making known to them material information relating to the Company and the Company's consolidated subsidiaries required to be disclosed in the Company's reports filed or submitted under the Exchange Act. There has been no change in the Company's internal control over financial reporting during the quarter ended December 31, 2003 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

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## PART III

### ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information under the headings "Board of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance," and the information under the subheading "Information about the Board and Corporate Governance—The Audit Committee," in the Company's 2004 Proxy Statement is incorporated herein by reference. See Item X in Part I of this report for information regarding executive officers of the Company.

The Company has adopted a code of business conduct and ethics applicable to the Company's Directors, officers (including the Company's principal executive officer, principal financial officer and controller) and employees, known as the Code of Business Conduct. The Code of Business Conduct is available on the Company's website. In the event that we amend or waive any of the provisions of the Code of Business Conduct applicable to our principal executive officer, principal financial officer or controller, we intend to disclose the same on the Company's website at [www.coca-cola.com](http://www.coca-cola.com).

### ITEM 11. EXECUTIVE COMPENSATION

The information under the principal heading "EXECUTIVE COMPENSATION," under the subheading "Information about the Board and Corporate Governance—Director Fees," and under the heading "Compensation Committee Interlocks and Insider Participation," in the Company's 2004 Proxy Statement is incorporated herein by reference.

### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information under the headings "Equity Compensation Plan Information," "Ownership of Equity Securities in the Company," "Principal Share Owners" and "Ownership of Securities in Investee Companies" in the Company's 2004 Proxy Statement is incorporated herein by reference.

### ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information under the headings "Information about the Board and Corporate Governance," "Certain Transactions and Relationships" and "Compensation Committee Interlocks and Insider Participation," and the information under the principal heading "CERTAIN INVESTEE COMPANIES," in the Company's 2004 Proxy Statement is incorporated herein by reference.

### ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information under the heading "Audit Fees and All Other Fees" in the Company's 2004 Proxy Statement is incorporated herein by reference.

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## PART IV

### ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a) The following documents are filed as part of this report:

1. Financial Statements:

Consolidated Statements of Income—Years ended December 31, 2003, 2002 and 2001.

Consolidated Balance Sheets—December 31, 2003 and 2002.

Consolidated Statements of Cash Flows—Years ended December 31, 2003, 2002 and 2001.

Consolidated Statements of Share-Owners' Equity—Years ended December 31, 2003, 2002 and 2001.

Notes to Consolidated Financial Statements.

Report of Independent Auditors.

2. Financial Statement Schedules:

All other schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions or are inapplicable and, therefore, have been omitted.

## 3. Exhibits:

**Exhibit No.**

- 2.1 Control and Profit and Loss Transfer Agreement, dated November 21, 2001, between Coca-Cola GmbH and Coca-Cola Erfrischungsgetraenke AG—incorporated herein by reference to Exhibit 2 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2002. (With regard to applicable cross references in this report, the Company's Current, Quarterly and Annual Reports are filed with the SEC under File No. 1-2217.)
- 3.1 Certificate of Incorporation of the Company, including Amendment of Certificate of Incorporation, effective May 1, 1996—incorporated herein by reference to Exhibit 3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 1996.
- 3.2 By-Laws of the Company, as amended and restated through February 19, 2004.
- 4.1 The Company agrees to furnish to the Securities and Exchange Commission, upon request, a copy of any instrument defining the rights of holders of long-term debt of the Company and all of its consolidated subsidiaries and unconsolidated subsidiaries for which financial statements are required to be filed with the SEC.
- 10.1.1 The Key Executive Retirement Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*
- 10.1.2 Third Amendment to the Key Executive Retirement Plan of the Company, dated as of July 9, 1998—incorporated herein by reference to Exhibit 10.1.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.1.3 Fourth Amendment to the Key Executive Retirement Plan of the Company, dated as of February 16, 1999—incorporated herein by reference to Exhibit 10.1.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.1.4 Fifth Amendment to the Key Executive Retirement Plan of the Company, dated as of January 25, 2000—incorporated herein by reference to Exhibit 10.1.4 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*

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- 10.1.5 Amendment Number Six to the Key Executive Retirement Plan of the Company, dated as of February 27, 2003—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
- 10.2 Supplemental Disability Plan of the Company, as amended and restated effective January 1, 2003—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.3 The Performance Incentive Plan of the Company, as amended and restated December 17, 2003, effective as of January 1, 2004.\*
- 10.4 1991 Stock Option Plan of the Company, as amended and restated through April 20, 1999—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 1999.\*
- 10.5 1999 Stock Option Plan of the Company, as amended and restated through February 20, 2002—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2002.\*
- 10.6 2002 Stock Option Plan of the Company, as amended and restated December 17, 2003, effective as of December 1, 2003.\*
- 10.7 1983 Restricted Stock Award Plan of the Company, as amended through February 17, 2000—incorporated herein by reference to Exhibit 10.7 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.8 1989 Restricted Stock Award Plan of the Company, as amended and restated December 17, 2003, effective as of December 1, 2003.\*
- 10.9.1 Compensation Deferral & Investment Program of the Company, as amended, including Amendment Number Four dated November 28, 1995—incorporated herein by reference to Exhibit 10.13 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*
- 10.9.2 Amendment Number Five to the Compensation Deferral & Investment Program of the Company, effective as of January 1, 1998—incorporated herein by reference to Exhibit 10.8.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1997.\*
- 10.9.3 Amendment Number Six to the Compensation Deferral & Investment Program of the Company, dated as of January 12, 2004, effective January 1, 2004.\*
- 10.10.1 Executive Medical Plan of the Company, as amended and restated effective January 1, 2001—incorporated herein by reference to Exhibit 10.10 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.10.2 Amendment Number One to the Executive Medical Plan of the Company, dated April 15, 2003—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2003.\*
- 10.10.3 Amendment Number Two to the Executive Medical Plan of the Company, dated August 27, 2003—incorporated herein by reference to Exhibit 10 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2003.\*
- 10.11.1 Supplemental Benefit Plan of the Company, as amended and restated effective January 1, 2002—incorporated herein by reference to Exhibit 10.11 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.11.2 Amendment One to the Supplemental Benefit Plan of the Company, dated as of February 27, 2003—incorporated herein by reference to Exhibit 10.5 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*

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- 10.11.3 Amendment Two to the Supplemental Benefit Plan of the Company, dated as of November 14, 2003, effective October 21, 2003.\*
- 10.12 Retirement Plan for the Board of Directors of the Company, as amended—incorporated herein by reference to Exhibit 10.22 of the Company's Form 10-K Annual Report for the year ended December 31, 1991.\*
- 10.13 Deferred Compensation Plan for Non-Employee Directors of the Company, as amended and restated through October 16, 2003.\*
- 10.14 Executive and Long-Term Performance Incentive Plan of the Company, effective as of January 1, 2003—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
- 10.15 Letter Agreement, dated March 4, 2003, between the Company and Stephen C. Jones—incorporated herein by reference to Exhibit 10.6 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
- 10.16.1 Letter Agreement, dated December 6, 1999, between the Registrant and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.1 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.16.2 Letter Agreement, dated December 15, 1999, between the Registrant and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.16.3 Letter Agreement, dated February 17, 2000, between the Registrant and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.17 Group Long-Term Performance Incentive Plan of the Company, as amended and restated effective February 17, 2000—incorporated herein by reference to Exhibit 10.18 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*

- 10.18 Executive Incentive Plan of the Company, adopted as of February 14, 2001—incorporated herein by reference to Exhibit 10.19 of the Company's Form 10-K Annual Report for the year ended December 31, 2000.\*
- 10.19 Form of United States Master Bottle Contract, as amended, between the Company and Coca-Cola Enterprises Inc. ("Coca-Cola Enterprises") or its subsidiaries—incorporated herein by reference to Exhibit 10.24 of Coca-Cola Enterprises' Annual Report on Form 10-K for the fiscal year ended December 30, 1988 (File No. 01-09300).
- 10.20.1 Employment Agreement, dated as of February 21, 2001, between the Company and Deval L. Patrick—incorporated herein by reference to Exhibit 10.21.1 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
- 10.20.2 Letter, dated January 4, 2002, from the Company to Deval L. Patrick—incorporated herein by reference to Exhibit 10.21.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
- 10.21.1 Employment Agreement, dated March 2, 2001, between the Company and Steven J. Heyer—incorporated herein by reference to Exhibit 10.22.1 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
- 10.21.2 Letter, dated January 4, 2002, from the Company to Steven J. Heyer—incorporated herein by reference to Exhibit 10.22.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
- 10.22 Letter Agreement, dated March 31, 2001, between the Company and Jack L. Stahl—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2001.\*

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- 10.23 Letter Agreement, dated August 22, 2001, between the Company and Charles S. Frenette—incorporated herein by reference to Exhibit 10.25 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
- 10.24 Letter Agreement, dated September 17, 2001, between the Company and Brian G. Dyson—incorporated herein by reference to Exhibit 10.27 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
- 10.25 Letter, dated October 17, 2001, from the Company to James E. Chestnut—incorporated herein by reference to Exhibit 10.28 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
- 10.26.1 Deferred Compensation Plan of the Company, as amended and restated as of December 17, 2003.\*
- 10.26.2 Deferred Compensation Plan Delegation of Authority from the Compensation Committee to the Management Committee, adopted as of December 17, 2003.\*
- 10.27 Letter Agreement, dated October 24, 2002, between the Company and Carl Ware—incorporated herein by reference to Exhibit 10.30 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.28 The Coca-Cola Export Corporation Employee Share Plan, effective as of March 13, 2002—incorporated herein by reference to Exhibit 10.31 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.29 Employees' Savings and Share Ownership Plan of Coca-Cola Ltd., effective as of January 1, 1990—incorporated herein by reference to Exhibit 10.32 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.30 Share Purchase Plan—Denmark, effective as of 1991—incorporated herein by reference to Exhibit 10.33 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.31 Letter Agreement, dated June 19, 2003, between the Company and Daniel Palumbo—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2003.\*
- 10.32 Consulting Agreement, dated January 22, 2004, effective as of August 1, 2003, between the Company and Chatham International Corporation, regarding consulting services to be provided by Brian G. Dyson.\*
- 10.33.1 The Coca-Cola Company Benefits Plan for Members of the Board of Directors, dated December 11, 2002, effective December 31, 2002.\*
- 10.33.2 Amendment Number One to The Coca-Cola Company Benefits Plan for Members of the Board of Directors, dated April 15, 2003.\*
- 10.33.3 Amendment Number Two to The Coca-Cola Company Benefits Plan for Members of the Board of Directors, dated August 27, 2003.\*
- 12.1 Computation of Ratios of Earnings to Fixed Charges for the years ended December 31, 2003, 2002, 2001, 2000 and 1999.
- 21.1 List of subsidiaries of the Company as of December 31, 2003.
- 23.1 Consent of Independent Auditors.
- 24.1 Powers of Attorney of Officers and Directors signing this report.
- 31.1 Rule 13a-14(a)/15d-14(a) Certification, executed by Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company.
- 31.2 Rule 13a-14(a)/15d-14(a) Certification, executed by Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.

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- 32.1 Certifications required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350), executed by Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company and by Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.
- 99.1 Cautionary Statement Relative to Forward-Looking Statements.

\* Management contracts and compensatory plans and arrangements required to be filed as exhibits pursuant to Item 15(c) of this report.

(b) Reports on Form 8-K.

- (1) On October 16, 2003, we furnished a Current Report on Form 8-K attaching (i) a press release reporting our financial results for the third quarter of 2003 and year-to-date 2003; and (ii) supplemental information prepared for use in connection with such financial results.
- (2) On October 16, 2003, we filed a Current Report on Form 8-K announcing that the Company's By-Laws had been amended such that every director will stand for election annually.

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**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE COCA-COLA COMPANY  
(Registrant)

By: /s/ DOUGLAS N. DAFT

DOUGLAS N. DAFT  
Chairman, Board of Directors, Chief  
Executive Officer and a Director

Date: February 27, 2004

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

/s/ DOUGLAS N. DAFT

\*

DOUGLAS N. DAFT  
Chairman, Board of Directors, Chief Executive Officer and a Director  
(Principal Executive Officer)

RONALD W. ALLEN  
Director

February 27, 2004

February 27, 2004

/s/ GARY P. FAYARD

\*

GARY P. FAYARD  
Executive Vice President and Chief  
Financial Officer  
(Principal Financial Officer)

CATHLEEN P. BLACK  
Director

February 27, 2004

February 27, 2004

/s/ CONNIE D. MCDANIEL

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CONNIE D. MCDANIEL  
Vice President and Controller  
(Principal Accounting Officer)

WARREN E. BUFFETT  
Director

February 27, 2004

February 27, 2004

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HERBERT A. ALLEN  
Director

BARRY DILLER  
Director

February 27, 2004

February 27, 2004

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DONALD R. KEOUGH  
Director

SAM NUNN  
Director

February 27, 2004

February 27, 2004

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SUSAN BENNETT KING  
Director

J. PEDRO REINHARD  
Director

February 27, 2004

February 27, 2004

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MARIA ELENA LAGOMASINO  
Director

JAMES D. ROBINSON III  
Director

February 27, 2004

February 27, 2004

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DONALD F. MCHENRY  
Director

PETER V. UEBERROTH  
Director

February 27, 2004

February 27, 2004

\*

ROBERT L. NARDELLI  
Director

February 27, 2004

\*

JAMES B. WILLIAMS  
Director

February 27, 2004

\*By: /s/ CAROL C. HAYES

CAROL C. HAYES  
*Attorney-in-fact*  
February 27, 2004

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**SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS**  
*The Coca-Cola Company and Subsidiaries*  
Year Ended December 31, 2003  
(in millions)

COL. A	COL. B	COL. C		COL. D	COL. E
Description	Balance at Beginning of Period	Additions		Deductions (Note 1)	Balance at End of Period
		(1)	(2)		
		Charged to Costs and Expenses	Charged to Other Accounts		
<b>RESERVES DEDUCTED IN THE BALANCE SHEET FROM THE ASSETS TO WHICH THEY APPLY</b>					
Allowance for losses on:					
Trade accounts receivable	\$ 55	\$ 28	\$ —	\$ 22	\$ 61
Miscellaneous investments and other assets	203	7	—	155	55
Deferred tax assets	738	69	—	177	630
	<b>\$ 996</b>	<b>\$ 104</b>	<b>\$ —</b>	<b>\$ 354</b>	<b>\$ 746</b>

Note 1—The amounts shown in Column D consist of the following:

	Trade Accounts Receivable	Miscellaneous Investments and Other Assets	Deferred Tax Assets	Total
Charge off of uncollectible accounts	\$ 22	\$ 13	\$ —	\$ 35
Write-off of impaired assets	—	129	54	183
Other transactions and change in assessments about the realization of deferred tax assets	—	13	123	136
	<b>\$ 22</b>	<b>\$ 155</b>	<b>\$ 177</b>	<b>\$ 354</b>

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**SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS**  
*The Coca-Cola Company and Subsidiaries*  
Year Ended December 31, 2002  
(in millions)

COL. A	COL. B	COL. C		COL. D	COL. E
Description	Balance at Beginning of Period	Additions		Deductions (Note 1)	Balance at End of Period
		(1)	(2)		
		Charged to Costs and Expenses	Charged to Other Accounts		
<b>RESERVES DEDUCTED IN THE BALANCE SHEET FROM THE ASSETS TO WHICH THEY APPLY</b>					
Allowance for losses on:					
Trade accounts receivable	\$ 59	\$ 19	\$ 8	\$ 31	\$ 55
Miscellaneous investments and other assets	230	27	—	54	203
Deferred tax assets	563	111	99	35	738
	\$ 852	\$ 157	\$ 107	\$ 120	\$ 996

Note 1—The amounts shown in Column D consist of the following:

	Trade Accounts Receivable	Miscellaneous Investments and Other Assets	Deferred Tax Assets	Total
Charge off of uncollectible accounts	\$ 23	\$ 6	\$ —	\$ 29
Write-off of impaired assets	—	35	—	35
Other transactions	8	13	35	56
	\$ 31	\$ 54	\$ 35	\$ 120

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**SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS**  
*The Coca-Cola Company and Subsidiaries*  
**Year Ended December 31, 2001**  
(in millions)

COL. A	COL. B	COL. C		COL. D	COL. E
Description	Balance at Beginning of Period	Additions		Deductions (Note 1)	Balance at End of Period
		(1)	(2)		
		Charged to Costs and Expenses	Charged to Other Accounts		
<b>RESERVES DEDUCTED IN THE BALANCE SHEET FROM THE ASSETS TO WHICH THEY APPLY</b>					
Allowance for losses on:					
Trade accounts receivable	\$ 62	\$ 20	\$ —	\$ 23	\$ 59
Miscellaneous investments and other assets	294	5	—	69	230
Deferred tax assets	641	218	—	296	563
	\$ 997	\$ 243	\$ —	\$ 388	\$ 852

Note 1—The amounts shown in Column D consist of the following:

	Trade Accounts Receivable	Miscellaneous Investments and Other Assets	Deferred Tax Assets	Total
Charge off of uncollectible accounts	\$ 23	\$ 13	\$ —	\$ 36
Write-off of impaired assets	—	36	—	36
Other transactions	—	20	296	316
	\$ 23	\$ 69	\$ 296	\$ 388

## CERTIFICATIONS

I, Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company, certify that:

1. I have reviewed this annual report on Form 10-K of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) *[Reserved.]*
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2004

/s/ DOUGLAS N. DAFT

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Douglas N. Daft  
*Chairman, Board of Directors, and  
Chief Executive Officer*

## CERTIFICATIONS

I, Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company, certify that:

1. I have reviewed this report on Form 10-K of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) *[Reserved.]*
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of

the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

- (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2004

/s/ GARY P. FAYARD

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Gary P. Fayard  
*Executive Vice President and  
Chief Financial Officer*

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**EXHIBIT 32.1**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of The Coca-Cola Company (the "Company") on Form 10-K for the period ended December 31, 2003 (the "Report"), I, Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of the Company and I, Gary P. Fayard, Executive Vice President and Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) to my knowledge, the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DOUGLAS N. DAFT

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Douglas N. Daft  
*Chairman, Board of Directors, and  
Chief Executive Officer*  
February 27, 2004

/s/ GARY P. FAYARD

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Gary P. Fayard  
*Executive Vice President and  
Chief Financial Officer*  
February 27, 2004



**Printed on Recycled Paper**

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**EXHIBIT INDEX**

**Exhibit No.**

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- 2.1 Control and Profit and Loss Transfer Agreement, dated November 21, 2001, between Coca-Cola GmbH and Coca-Cola Erfrischungsgetraenke AG—incorporated herein by reference to Exhibit 2 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2002. (With regard to applicable cross references in this report, the Company's Current, Quarterly and Annual Reports are filed with the SEC under File No. 1-2217.)
- 3.1 Certificate of Incorporation of the Company, including Amendment of Certificate of Incorporation, effective May 1, 1996—incorporated herein by reference to Exhibit 3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 1996.
- 3.2 By-Laws of the Company, as amended and restated through February 19, 2004.
- 4.1 The Company agrees to furnish to the Securities and Exchange Commission, upon request, a copy of any instrument defining the rights of holders of long-term debt of the Company and all of its consolidated subsidiaries and unconsolidated subsidiaries for which financial statements are required to be filed with the SEC.
- 10.1.1 The Key Executive Retirement Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*

- 10.1.2 Third Amendment to the Key Executive Retirement Plan of the Company, dated as of July 9, 1998—incorporated herein by reference to Exhibit 10.1.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.1.3 Fourth Amendment to the Key Executive Retirement Plan of the Company, dated as of February 16, 1999—incorporated herein by reference to Exhibit 10.1.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
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- 10.9.1 Compensation Deferral & Investment Program of the Company, as amended, including Amendment Number Four dated November 28, 1995—incorporated herein by reference to Exhibit 10.13 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*
  - 10.9.2 Amendment Number Five to the Compensation Deferral & Investment Program of the Company, effective as of January 1, 1998—incorporated herein by reference to Exhibit 10.8.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1997.\*
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  - 10.13 Deferred Compensation Plan for Non-Employee Directors of the Company, as amended and restated through October 16, 2003.\*
  - 10.14 Executive and Long-Term Performance Incentive Plan of the Company, effective as of January 1, 2003—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
  - 10.15 Letter Agreement, dated March 4, 2003, between the Company and Stephen C. Jones—incorporated herein by reference to Exhibit 10.6 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
  - 10.16.1 Letter Agreement, dated December 6, 1999, between the Registrant and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.1 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.16.2 Letter Agreement, dated December 15, 1999, between the Registrant and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.16.3 Letter Agreement, dated February 17, 2000, between the Registrant and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.17 Group Long-Term Performance Incentive Plan of the Company, as amended and restated effective February 17, 2000—incorporated herein by reference to Exhibit 10.18 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*

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- 10.18 Executive Incentive Plan of the Company, adopted as of February 14, 2001—incorporated herein by reference to Exhibit 10.19 of the Company's Form 10-K Annual Report for the year ended December 31, 2000.\*
  - 10.19 Form of United States Master Bottle Contract, as amended, between the Company and Coca-Cola Enterprises Inc. ("Coca-Cola Enterprises") or its subsidiaries—incorporated herein by reference to Exhibit 10.24 of Coca-Cola Enterprises' Annual Report on Form 10-K for the fiscal year ended December 30, 1988 (File No. 01-09300).
  - 10.20.1 Employment Agreement, dated as of February 21, 2001, between the Company and Deval L. Patrick—incorporated herein by reference to Exhibit 10.21.1 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
  - 10.20.2 Letter, dated January 4, 2002, from the Company to Deval L. Patrick—incorporated herein by reference to Exhibit 10.21.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
  - 10.21.1 Employment Agreement, dated March 2, 2001, between the Company and Steven J. Heyer—incorporated herein by reference to Exhibit 10.22.1 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
  - 10.21.2 Letter, dated January 4, 2002, from the Company to Steven J. Heyer—incorporated herein by reference to Exhibit 10.22.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
  - 10.22 Letter Agreement, dated March 31, 2001, between the Company and Jack L. Stahl—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2001.\*
  - 10.23 Letter Agreement, dated August 22, 2001, between the Company and Charles S. Frenette—incorporated herein by reference to Exhibit 10.25 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
  - 10.24 Letter Agreement, dated September 17, 2001, between the Company and Brian G. Dyson—incorporated herein by reference to Exhibit 10.27 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
  - 10.25 Letter, dated October 17, 2001, from the Company to James E. Chestnut—incorporated herein by reference to Exhibit 10.28 of the Company's Form 10-K Annual Report for the year ended December 31, 2001.\*
  - 10.26.1 Deferred Compensation Plan of the Company, as amended and restated as of December 17, 2003.\*
  - 10.26.2 Deferred Compensation Plan Delegation of Authority from the Compensation Committee to the Management Committee, adopted as of December 17, 2003.\*
  - 10.27 Letter Agreement, dated October 24, 2002, between the Company and Carl Ware—incorporated herein by reference to Exhibit 10.30 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.28 The Coca-Cola Export Corporation Employee Share Plan, effective as of March 13, 2002—incorporated herein by reference to Exhibit 10.31 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.29 Employees' Savings and Share Ownership Plan of Coca-Cola Ltd., effective as of January 1, 1990—incorporated herein by reference to Exhibit 10.32 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*

- 10.30 Share Purchase Plan—Denmark, effective as of 1991—incorporated herein by reference to Exhibit 10.33 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.31 Letter Agreement, dated June 19, 2003, between the Company and Daniel Palumbo—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2003.\*
- 10.32 Consulting Agreement, dated January 22, 2004, effective as of August 1, 2003, between the Company and Chatham International Corporation, regarding consulting services to be provided by Brian G. Dyson.\*

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- 10.33.1 The Coca-Cola Company Benefits Plan for Members of the Board of Directors, dated December 11, 2002, effective December 31, 2002.\*
  - 10.33.2 Amendment Number One to The Coca-Cola Company Benefits Plan for Members of the Board of Directors, dated April 15, 2003.\*
  - 10.33.3 Amendment Number Two to The Coca-Cola Company Benefits Plan for Members of the Board of Directors, dated August 27, 2003.\*
    - 12.1 Computation of Ratios of Earnings to Fixed Charges for the years ended December 31, 2003, 2002, 2001, 2000 and 1999.
    - 21.1 List of subsidiaries of the Company as of December 31, 2003.
    - 23.1 Consent of Independent Auditors.
    - 24.1 Powers of Attorney of Officers and Directors signing this report.
    - 31.1 Rule 13a-14(a)/15d-14(a) Certification, executed by Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company.
    - 31.2 Rule 13a-14(a)/15d-14(a) Certification, executed by Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.
    - 32.1 Certifications required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350), executed by Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company and by Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.
  - 99.1 Cautionary Statement Relative to Forward-Looking Statements.
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**BY-LAWS  
OF  
THE COCA-COLA COMPANY**

AS AMENDED AND RESTATED THROUGH FEBRUARY 19, 2004

**ARTICLE I**

**SHAREHOLDERS:**

Section 1. *Place, Date and Time of Holding Annual Meetings.* Annual meetings of shareholders shall be held at such place, date and time as shall be designated from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors establishing such place, date and time, the annual meeting shall be held at 1209 Orange Street, Wilmington, Delaware, on the third Wednesday in April of each year at 9:00 A.M. (local time).

Section 2. *Voting.* Each outstanding share of common stock of the Company is entitled to one vote on each matter submitted to a vote. Directors shall be elected by plurality votes cast in the election for such directors. All other action shall be authorized by a majority of the votes cast unless a greater vote is required by the laws of Delaware. A shareholder may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedures established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or the transmission that could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 3. *Quorum.* The holders of a majority of the issued and outstanding shares of capital stock of the Company, present in person or represented by proxy, shall constitute a quorum at all meetings of shareholders. Where a separate vote by a class or classes or series is required, a majority of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

Section 4. *Adjournment of Meetings.* In the absence of a quorum or for any other reason, the chairman of the meeting may adjourn the meeting from time to time. If the adjournment is not for more than thirty days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than thirty days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

Section 5. *Special Meetings.* Special meetings of the shareholders for any purpose or purposes may be called by the Board of Directors, the Chairman of the Board of Directors or the President. Special meetings shall be held at the place, date and time fixed by the Secretary.

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Section 6. *Notice of Shareholders Meeting.* Notice, stating the place, date, hour and purpose of the annual or special meeting shall be given by the Secretary not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting.

Section 7. *Organization.* The Chairman of the Board of Directors shall preside at all meetings of shareholders. In the absence of, or in case of a vacancy in the office of, the Chairman of the Board of Directors, the President, or in his absence or in the event that the Board of Directors has not selected a President, any Senior Executive Vice President, Executive Vice President, Senior Vice President or Vice President in order of seniority as specified in this sentence, and, within each classification of office in order of seniority in time in that office, shall preside. The Secretary of the Company shall act as secretary at all meetings of the shareholders and in the Secretary's absence, the chairman of the meeting may appoint a secretary.

The Board of Directors of the Company shall be entitled to make such rules or regulations for the conduct of meetings of shareholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and the authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing (i) an agenda or order of business for the meeting, (ii) rules and procedures for maintaining order at the meeting and the safety of those present, (iii) limitations on participation in such meetings to shareholders of record of the Company and their duly authorized and constituted proxies, and such other persons as the chairman of the meeting shall permit, (iv) restrictions on entries to the meeting after the time affixed for the commencement thereof, (v) limitations on the time allotted to the questions or comments by participants and (vi) regulation of the opening and closing of the polls for balloting and matters which are to be voted on by ballot. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with rules of parliamentary procedure.

Section 8. *Inspectors of Election.* All votes by ballot at any meeting of shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by the Company. The Company may designate one or more alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors.

Section 9. *Record Date.* The Board of Directors, in order to determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to take action by written consent, or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action and in such case only such shareholders as shall be shareholders of record on the date so fixed, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or entitled to take action by written consent, or be entitled to receive payment of any such dividend or other distribution or allotment of any rights or be entitled to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid.

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Section 10. *Notice of Shareholder Proposals.* At any annual or special meeting of shareholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual or special meeting, business must be: (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (B) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (C) otherwise properly brought before the meeting by a shareholder. In order for business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the Secretary of the Company and such proposal must be a proper matter for shareholder action under the General Corporation Law of the State of Delaware. To be timely, a shareholder's notice must be delivered to or mailed and received at the principal executive offices of the Company not later than the close of business on the one hundred twentieth (120th) calendar day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event no annual meeting was held in the previous year or the date of the annual meeting has been changed by more than thirty (30) days notice by the shareholder to be timely must be so received not later than the close of business on the later of one hundred twenty (120) calendar days in advance of such annual meeting or ten (10) calendar days following the date on which public announcement of the date of the meeting is first made. A shareholder's notice to the Secretary shall set forth as to each matter the shareholder proposals to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and address, as they appear on the Company's books, of the shareholder proposing such business, (iii) the class and number of shares of the Company which are beneficially owned by the shareholder, (iv) any material interest of the shareholder in such business, and (v) any other information that is required to be provided by the shareholder pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act"), in his capacity as a proponent to a shareholder proposal. Notwithstanding the foregoing, in order to include information with respect to a shareholder proposal in the proxy statement and form of proxy for a shareholders' meeting, shareholders must provide notice as required by the regulations promulgated under the 1934 Act. Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this Section 10. The chairman of the meeting shall, if the facts warrant, determine and declare at the meeting that business was not properly brought before the meeting and in accordance with the provisions of this Section 10, and, if he should so determine, he shall so declare at the meeting that any such business not properly brought before the meeting shall not be transacted.

Section 11. *Election of Directors.* Only persons who are nominated in accordance with the procedures set forth in this Section 11 shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Company may be made (i) at an annual or special meeting of shareholders by or at the direction of the Board of Directors or (ii) at an annual meeting by any shareholder of the Company entitled to vote in the election of directors at the meeting who complies with the notice procedures set forth in this Section 11. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Company in accordance with the provisions of Section 10. Such shareholder's notice shall set forth (i) as to each person, if any, whom the shareholder proposes to nominate for election or re-election as a director: (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) the class and number of shares of the Company which are beneficially owned by such person, (D) a description of all arrangements or understandings between the shareholder and each nominee or any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the shareholder, and (E) any other information relating to such person that is required to be disclosed in solicitations of proxies for elections of directors, or is otherwise required, in each case pursuant to Regulation 14A under the 1934 Act (including, without limitation, such person's written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); and (ii) as to such shareholder giving notice, the information required to be provided pursuant to Section 10. At the request of the Board of Directors, any person nominated by a shareholder for election as a director shall furnish to the Secretary of the Company that information required to be set forth in the shareholder's notice of nomination which pertains to the nominee. No person shall be eligible for election as a director of the Company unless nominated in accordance with the procedures set forth in this Section 11. The chairman of the meeting shall, if the facts warrant, determine and declare at the meeting that nomination was not made in accordance with the procedures prescribed by these By-Laws, and if he should so determine, he shall so declare at the meeting, and the defective nomination shall be disregarded.

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## ARTICLE II

### DIRECTORS:

Section 1. *Number and Term and Classes of Directors.* The whole Board of Directors shall consist of not less than ten (10) nor more than twenty (20) members, the exact number to be set from time to time by the Board of Directors. No decrease in the number of directors shall shorten the term of any incumbent director. In absence of the Board of Directors setting the number of directors, the number shall be 20. The Board of Directors shall be elected each year, at the annual meeting of shareholders, to hold office until the next annual meeting and until their successors are elected and qualified.

Section 2. *Regular Meetings.* Regular meetings of the Board of Directors shall be held at such times as the Board of Directors may determine from time to time.

Section 3. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Secretary or by a majority of the directors by written request to the Secretary.

Section 4. *Notice of Meetings.* The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least three days before each meeting or by telegraphing or telephoning the directors, or sending notice to the directors by facsimile or other electronic transmission, not later than one day before the meeting. The notice shall state the time, date and place of the meeting, which shall be determined by the Chairman of the Board of Directors, or, in absence of the Chairman, by the Secretary of the Company, unless otherwise determined by the Board of Directors by action taken prior to the meeting.

Section 5. *Quorum and Voting.* A majority of the directors holding office shall constitute a quorum for the transaction of business. Except as otherwise specifically required by Delaware law or by the Certificate of Incorporation of the Company or by these By-Laws, any action required to be taken shall be authorized by a majority of the directors present at any meeting at which a quorum is present.

Section 6. *Participation in Meetings; Action by Unanimous Consent.* Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 7. *General Powers of Directors.* The business and affairs of the Company shall be managed under the direction of the Board of Directors.

Section 8. *Chairman.* At all meetings of the Board of Directors, the Chairman of the Board of Directors shall preside and in the absence of, or in the case of a vacancy in the office of, the Chairman of the Board of Directors, a chairman selected by the Chairman of the Board of Directors or, if he fails to do so, by the directors, shall preside.

Section 9. *Compensation of Directors.* Directors and members of any committee of the Board of Directors shall be entitled to such reasonable compensation and fees for their services as shall be fixed from time to time by resolution of the Board of Directors and shall also be entitled to reimbursement for any reasonable expenses incurred in attending meetings of the Board of Directors and any committee thereof, except that a director who is an officer or employee of the Company shall receive no compensation or fees for serving as a director or a committee member.

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Section 10. *Qualification of Directors.* Any director who was elected or re-elected because he or she was an officer of the Company at the time of that election or the most recent re-election shall resign as a member of the Board of Directors simultaneously when he or she ceases to be an officer of the Company.

### ARTICLE III

#### COMMITTEES OF THE BOARD OF DIRECTORS:

Section 1. *Committees of the Board of Directors.* The Board of Directors shall designate an Audit Committee, a Compensation Committee and a Committee on Directors and Corporate Governance, and whatever other committees the Board of Directors deems advisable, each of which shall have and may exercise the powers and authority of the Board of Directors to the extent provided in the charters of each committee adopted by the Board of Directors in one or more resolutions.

The Chairman of the Board shall have the power and authority of a committee of the Board of Directors for purposes of taking any action which the Chairman of the Board is authorized to take under the provisions of this Article.

Section 2. *Election of Committee Members.* The members of each committee shall be elected by the Board of Directors and shall serve until the first meeting of the Board of Directors after the annual meeting of shareholders and until their successors are elected and qualified or until the members' earlier resignation or removal. The Board of Directors may designate the Chairman and Vice Chairman of each committee. Vacancies may be filled by the Board of Directors at any meeting.

The Chairman of the Board may designate one or more directors to serve as an alternate member or members at any committee meeting to replace any absent or disqualified member, such alternate or alternates to serve for that committee meeting only, and the Chairman of the Board may designate a committee member as acting chairman of that committee, in the absence of the elected committee chairman, to serve for that committee meeting only.

Section 3. *Procedure/Quorum/Notice.* The Committee Chairman, Vice Chairman or a majority of any committee may call a meeting of that committee. A quorum of any committee shall consist of a majority of its members unless otherwise provided by resolution of the Board of Directors. The majority vote of a quorum shall be required for the transaction of business. The secretary of the committee or the chairman of the committee shall give notice of all meetings of the committee by mailing the notice to the members of the committee at least three days before each meeting or by telegraphing or telephoning the members or sending the notice to members by facsimile or other electronic transmission, not later than one day before the meeting. The notice shall state the time, date and place of the meeting. Each committee shall fix its other rules of procedure. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

### ARTICLE IV

#### NOTICE AND WAIVER OF NOTICE:

Section 1. *Notice.* Any notice required to be given to shareholders or directors under these By-Laws, the Certificate of Incorporation or by law may be given by mailing the same, addressed to the person entitled thereto, at such person's last known post office address and such notice shall be deemed to be given at the time of such mailing. Without limiting the manner by which notice otherwise may be given effectively to shareholders, any notice to shareholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law.

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Section 2. *Waiver of Notice.* Whenever any notice is required to be given under these By-Laws, the Certificate of Incorporation or by law, a written waiver thereof, signed by the person entitled to notice, or a waiver given by such person by electronic transmission, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the shareholders, directors or a committee of directors need be specified in any written waiver of notice.

### ARTICLE V

#### OFFICERS:

Section 1. *Officers of the Company.* The officers of the Company shall be selected by the Board of Directors and shall be a Chairman of the Board of Directors, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors may elect a Vice Chairman, President and a Controller and one or more of the following: Senior Executive Vice President, Executive Vice President, Senior Vice President, Assistant Vice President, Assistant Secretary, Associate Treasurer, Assistant Treasurer, Associate Controller and Assistant Controller. Two or more offices may be held by the same person.

The Company may have a General Counsel who shall be appointed by the Board of Directors and shall have general supervision of all matters of a legal nature concerning the Company, unless the Board of Directors has also appointed a General Tax Counsel, in which event the General Tax Counsel shall have general supervision of all tax matters of a legal nature concerning the Company.

The Company may have a Chief Financial Officer who shall be appointed by the Board of Directors and shall have general supervision over the financial affairs of the Company. The Company may also have a Chief of Internal Audits who shall be appointed by the Board of Directors.

Section 2. *Election of Officers.* At the first meeting of the Board of Directors after each annual meeting of shareholders, the Board of Directors shall elect the officers. From time to time the Board of Directors may elect other officers.

Section 3. *Tenure of Office; Removal.* Each officer shall hold office until the first meeting of the Board of Directors after the annual meeting of shareholders following the officer's election and until the officer's successor is elected and qualified or until the officer's earlier resignation or removal. Each officer shall be subject to removal at any time, with or without cause, by the affirmative vote of a majority of the entire Board of Directors.

Section 4. *Chairman of the Board of Directors.* The Chairman of the Board of Directors shall be the Chief Executive Officer of the Company and, subject to the overall direction and supervision of the Board of Directors and committees thereof, shall be in general charge of the affairs of the Company; and shall consult and advise with the Board of Directors and committees thereof on the business and the affairs of the Company. The Chairman of the Board of Directors shall have the power to make and execute contracts

on behalf of the Company and to delegate such power to others.

Section 5. *President.* The Board of Directors may select a President who shall have such powers and perform such duties as may be assigned by the Board of Directors or by the Chairman of the Board of Directors. In the absence or disability of the President, his or her duties shall be performed by such Vice Presidents as the Chairman of the Board of Directors or the Board of Directors may designate. The President shall also have the power to make and execute contracts on the Company's behalf and to delegate such power to others.

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Section 6. *Vice Presidents.* Each Senior Executive Vice President, Executive Vice President, Senior Vice President and Vice President shall have such powers and perform such duties as may be assigned to the officer by the Board of Directors or by the Chairman of the Board of Directors or the President.

Section 7. *Secretary.* The Secretary shall keep minutes of all meetings of the shareholders and of the Board of Directors, and shall keep, or cause to be kept, minutes of all meetings of Committees of the Board of Directors, except where such responsibility is otherwise fixed by the Board of Directors. The Secretary shall issue all notices for meetings of the shareholders and Board of Directors and shall have charge of and keep the seal of the Company and shall affix the seal attested by the Secretary's signature to such instruments as may properly require same. The Secretary shall cause to be kept such books and records as the Board of Directors, the Chairman of the Board of Directors or the President may require; and shall cause to be prepared, recorded, transferred, issued, sealed and cancelled certificates of stock as required by the transactions of the Company and its shareholders. The Secretary shall attend to such correspondence and such other duties as may be incident to the office of the Secretary or assigned by the Board of Directors, the Chairman of the Board of Directors, or the President.

In the absence of the Secretary, an Assistant Secretary is authorized to assume the duties herein imposed upon the Secretary.

Section 8. *Treasurer.* The Treasurer shall perform all duties and acts incident to the position of Treasurer, shall have custody of the Company funds and securities, and shall deposit all money and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Company as may be authorized, taking proper vouchers for such disbursements, and shall render to the Board of Directors, whenever required, an account of all the transactions of the Treasurer and of the financial condition of the Company. The Treasurer shall vote all of the stock owned by the Company in any corporation and may delegate this power to others. The Treasurer shall perform such other duties as may be assigned to the Treasurer and shall report to the Chief Financial Officer or, in the absence of the Chief Financial Officer, to the Chairman of the Board of Directors.

In the absence of the Treasurer, an Assistant Treasurer is authorized to assume the duties herein imposed upon the Treasurer.

Section 9. *Controller.* The Board of Directors may select a Controller who shall keep or cause to be kept in the books of the Company provided for that purpose a true account of all transactions and of the assets and liabilities of the Company. The Controller shall prepare and submit to the Chief Financial Officer or, in the absence of the Chief Financial Officer to the Chairman of the Board of Directors, such financial statements and schedules as may be required to keep the Chief Financial Officer and the Chairman of the Board of Directors currently informed of the operations and financial condition of the Company, and perform such other duties as may be assigned by the Chief Financial Officer or the Chairman of the Board.

In the absence of the Controller, an Assistant Controller is authorized to assume the duties herein imposed upon the Controller.

Section 10. *Chief of Internal Audits.* The Board of Directors may select a Chief of Internal Audits, who shall cause to be performed, and have general supervision over, auditing activities of the financial transactions of the Company, including the coordination of such auditing activities with the independent accountants of the Company and who shall perform such other duties as may be assigned to him from time to time. The Chief of Internal Audits shall report to the Chief Financial Officer or, in the absence of the Chief Financial Officer, to the Chairman of the Board of Directors. From time to time at the request of the Audit Committee, the Chief of Internal Audits shall inform that committee of the auditing activities of the Company.

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Section 11. *Assistant Vice Presidents.* The Company may have assistant vice presidents who shall be appointed by a committee whose membership shall include one or more executive officers of the Company (the "Committee"). Each such assistant vice president shall have such powers and shall perform such duties as may be assigned from time to time by the Committee, the Chairman of the Board of Directors, the President or any Vice President, and which are not inconsistent with the powers and duties granted and assigned by these By-Laws or the Board of Directors. Assistant vice presidents appointed by the Committee shall be subject to removal at any time, with or without cause, by the Committee. Annually the Committee shall report to the Board of Directors who it has appointed to serve as assistant vice presidents and their respective responsibilities.

## ARTICLE VI

### RESIGNATIONS: FILLING OF VACANCIES:

Section 1. *Resignations.* Any director, member of a committee, or officer may resign at any time. Such resignation shall be made by notice to the Chairman of the Board or the Secretary given in writing or by electronic transmission and shall take effect at the time specified therein, and, if no time be specified, at the time of its receipt by the Chairman of the Board of Directors or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 2. *Filling of Vacancies.* If the office of any director becomes vacant, the directors in office, although less than a quorum, or, if the number of directors is increased, the directors in office, may elect any qualified person to fill such vacancy. In the case of a vacancy in the office of a director caused by an increase in the number of directors, the person so elected shall hold office until the next annual meeting of shareholders, or until his successor shall be elected and qualified. In the case of a vacancy in the office of a director resulting otherwise than from an increase in the number of directors, the person so elected to fill such vacancy shall hold office for the unexpired term of the director whose office became vacant. If the office of any officer becomes vacant, the Chairman of the Board of Directors may appoint any qualified person to fill such vacancy temporarily until the Board of Directors elects any qualified person for the unexpired portion of the term. Such person shall hold office for the unexpired term and until the officer's successor shall be duly elected and qualified or until the officer's earlier resignation or removal.

## ARTICLE VII

### INDEMNIFICATION:

Section 1. *Indemnification of Directors, Officers, Employees and Agents.* The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the

Company) by reason of the fact that he is or was a director, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding the foregoing, except with respect to a proceeding to enforce rights to indemnification or advancement of expenses under this Article VII, the Company shall be required to indemnify a person under this Article VII in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Company.

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The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 2. *Expenses.* To the extent that a director, officer, employee or agent of the Company has been successful on the merits or otherwise, in whole or in part, in defense of any action, suit or proceeding referred to in Section 1 or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. The entitlement to expenses under this Section 2 shall include any expenses incurred by a director, officer, employee or agent of the Company in connection with any action, suit or proceeding brought by such director, officer, employee or agent to enforce a right to indemnification or payment of expenses under this Article. If successful in whole or in part in any such action, suit or proceeding, or in any action, suit or proceeding brought by the Company to recover a payment of expenses pursuant to the terms of an undertaking provided in accordance with Section 4, the director, officer, employee or agent also shall be entitled to be paid the expense of prosecuting or defending such action, suit or proceeding.

Section 3. *Procedure for Receiving Indemnification.* To receive indemnification under this By-Law, a director, officer, employee or agent of the Company shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to him and reasonably necessary to determine his entitlement to indemnification. Upon receipt by the Company of a written request for indemnification, a determination, if required by applicable law, with respect to a claimant's request shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, even though less than a quorum; or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum; or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or (4) by the shareholders. The determination of a claimant's entitlement to indemnification shall be made within a reasonable time, and in any event within no more than 60 days, after receipt by the Company of a written request for indemnification, together with the supporting documentation required by this Section. The burden of establishing that a claimant is not entitled to be indemnified under this Article or otherwise shall be on the Company.

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Section 4. *Payment of Expenses.* Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding within 30 days after receipt by the Company of a statement requesting payment of such expenses. Such statement shall evidence the expenses incurred by the claimant and shall include an undertaking by or on behalf of the claimant to repay such expenses unless it shall ultimately be determined, by final judicial decision from which there is no further right to appeal, that he is not entitled to be indemnified by the Company as authorized by this Article. The burden of establishing that a claimant is not entitled to payment of expenses under this Article or otherwise shall be on the Company. Any such payment shall not be deemed to be a loan or extension or arrangement of credit by or on behalf of the Company.

Section 5. *Provisions Non-Exclusive; Survival of Rights.* The indemnification and payment of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those indemnified or those who receive payment of expenses may be entitled under any By-Law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6. *Insurance.* The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article.

Section 7. *Authority to Enter into Indemnification Agreements.* The Company shall have the power to enter into contracts with any director, officer, employee or agent of the Company in furtherance of the provisions of this Article to provide for the payment of such amounts as may be appropriate, in the discretion of the Board of Directors, to effect indemnification and payment of expenses as provided in this Article.

Section 8. *Effect of Amendment.* Any amendment, repeal or modification of this Article shall not adversely affect any right or protection existing at the time of such amendment, repeal or modification in respect of any act or omission occurring prior to such amendment, repeal or modification.

Section 9. *No Duplication of Payments.* The Company's obligation, if any, to indemnify or pay expenses to any person under this Article shall be reduced to the extent such person has otherwise received payment (under any insurance policy, indemnity clause, bylaw, agreement, vote or otherwise).

## ARTICLE VIII

### CAPITAL STOCK:

Section 1. *Form and Execution of Certificates.* The certificates of shares of the capital stock of the Company shall be in such form as shall be approved by the Board of Directors. The certificates shall be signed by the Chairman of the Board of Directors or the President, or a Vice President, and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. Each certificate of stock shall certify the number of shares owned by the shareholder in the Company.

A facsimile of the seal of the Company may be used in connection with the certificates of stock of the Company, and facsimile signatures of the officers named in this

Section may be used in connection with said certificates. In the event any officer whose facsimile signature has been placed upon a certificate shall cease to be such officer before the certificate is issued, the certificate may be issued with the same effect as if such person was an officer at the date of issue.

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Section 2. *Record Ownerships.* All certificates shall be numbered appropriately and the names of the owners, the number of shares and the date of issue shall be entered in the books of the Company. The Company shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of Delaware.

Section 3. *Transfer of Shares.* Upon surrender to the Company or to a transfer agent of the Company of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Company, if it is satisfied that all provisions of law regarding transfers of shares have been duly complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. *Lost, Stolen or Destroyed Stock Certificates.* Any person claiming a stock certificate in lieu of one lost, stolen or destroyed shall give the Company an affidavit as to such person's ownership of the certificate and of the facts which go to prove that it was lost, stolen or destroyed. The person shall also, if required by the Board of Directors, give the Company a bond, sufficient to indemnify the Company against any claims that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate. Any Vice President or the Secretary or any Assistant Secretary of the Company is authorized to issue such duplicate certificates or to authorize any of the transfer agents and registrars to issue and register such duplicate certificates.

Section 5. *Regulations.* The Board of Directors from time to time may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of shares.

Section 6. *Transfer Agent and Registrar.* The Board of Directors may appoint such transfer agents and registrars of transfers as may be deemed necessary, and may require all stock certificates to bear the signature of either or both.

#### ARTICLE IX

##### SEAL:

Section 1. *Seal.* The Board of Directors shall provide a suitable seal containing the name of the Company, the year of its creation, and the words, "CORPORATE SEAL, DELAWARE," or other appropriate words. The Secretary shall have custody of the seal.

#### ARTICLE X

##### FISCAL YEAR:

Section 1. *Fiscal Year.* The fiscal year of the Company shall be the calendar year.

#### ARTICLE XI

##### AMENDMENTS:

Section 1. *Directors May Amend By-Laws.* The Board of Directors shall have the power to make, amend and repeal the By-laws of the Company.

Section 2. *By-laws Subject to Amendment by Shareholders.* All By-Laws shall be subject to amendment, alteration, or repeal by the shareholders entitled to vote at any annual meeting or at any special meeting.

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#### ARTICLE XII

##### EMERGENCY BY-LAWS:

Section 1. *Emergency By-laws.* This Article XII shall be operative during any emergency resulting from an attack on the United States or on a locality in which the Company conducts its business or customarily holds meetings of its Board of Directors or its shareholders, or during any nuclear or atomic disaster or during the existence of any catastrophe or other similar emergency condition, as a result of which a quorum of the Board of Directors or, if one has been constituted, the Executive Committee thereof cannot be readily convened (an "emergency"), notwithstanding any different or conflicting provision in the preceding Articles of these By-laws or in the Certificate of Incorporation of the Company. To the extent not inconsistent with the provisions of this Article, the By-laws provided in the preceding Articles and the provisions of the Certificate of Incorporation of the Company shall remain in effect during such emergency, and upon termination of such emergency, the provisions of this Article XII shall cease to be operative.

Section 2. *Meetings.* During any emergency, a meeting of the Board of Directors, or any committee thereof, may be called by any officer or director of the Company. Notice of the time and place of the meeting shall be given by any available means of communication by the person calling the meeting to such of the directors and/or Designated Officers, as defined in Section 3 hereof, as it may be feasible to reach. Such notice shall be given at such time in advance of the meeting as, in the judgment of the person calling the meeting, circumstances permit.

Section 3. *Quorum.* At any meeting of the Board of Directors, or any committee thereof, called in accordance with Section 2 of this Article XII, the presence or participation of two directors, one director and a Designated Officer or two Designated Officers shall constitute a quorum for the transaction of business.

The Board of Directors or the committees thereof, as the case may be, shall, from time to time but in any event prior to such time or times as an emergency may have occurred, designate the officers of the Company in a numbered list (the "Designated Officers") who shall be deemed, in the order in which they appear on such list, directors of the Company for purposes of obtaining a quorum during an emergency, if a quorum of directors cannot otherwise be obtained.

Section 4. *By-laws.* At any meeting called in accordance with Section 2 of this Article XII, the Board of Directors or the committees thereof, as the case may be, may modify, amend or add to the provisions of this Article XII so as to make any provision that may be practical or necessary for the circumstances of the emergency.

Section 5. *Liability.* No officer, director or employee of the Company acting in accordance with the provisions of this Article XII shall be liable except for willful misconduct.

Section 6. *Repeal or Change.* The provisions of this Article XII shall be subject to repeal or change by further action of the Board of Directors or by action of the shareholders, but no such repeal or change shall modify the provisions of Section 5 of this Article XII with regard to action taken prior to the time of such repeal or change.

## QuickLinks

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**THE PERFORMANCE INCENTIVE PLAN  
OF THE COCA-COLA COMPANY**

as amended and restated effective January 1, 2004

**I. Plan Objective**

The purpose of The Performance Incentive Plan of The Coca-Cola Company is to promote the interests of The Coca-Cola Company (the "Company") by providing additional incentive for participating officers and other key employees who contribute to the improvement of operating results of the Company and to reward outstanding performance on the part of those individuals whose decisions and actions most significantly affect the growth and profitability and efficient operation of the Company.

**II. Definitions**

The terms used herein will have the following meanings:

"Award" means an amount awarded under the Plan to a Participant based upon the Participant's base salary and as calculated pursuant to Section VI of the Plan.

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

"Company" means The Coca-Cola Company.

"Compensation Committee" means the Compensation Committee of the Board.

"Employee" means any person regularly employed on a full-time basis by the Company or a Related Company.

"Management Committee" means the committee appointed by the Compensation Committee to administer the Plan.

"Participant" means an Employee who satisfies the eligibility requirements set forth in Section IV of the Plan.

"Plan" means this Performance Incentive Plan of The Coca-Cola Company.

"Plan Year" means the 12-month period beginning January 1 and ending December 31.

"Related Company" means any corporation or business organization in which the Company owns, directly or indirectly, during the relevant time, 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 other entity's financial results to be consolidated with the Company's financial results for financial reporting purposes.

"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 Compensation Committee.

**III. Administration**

The Plan will be administered by the Compensation Committee and/or the Management Committee. No person, other than members of these committees, shall have any discretion concerning decisions regarding the Plan. The Compensation Committee and/or the Management Committee, in its sole discretion, will determine which of the Participants to whom, and the time or times at which, Awards will be granted under the Plan, and the other conditions of the grant of the Awards. The provisions and conditions of the grants of Awards need not be the same with respect to each grantee or with respect to each Award.

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The Compensation Committee will, 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 will make determinations and will take such other action in connection with or in relation to accomplishing the objectives of the Plan as it deems necessary or advisable. Each determination or other action made or taken by the Compensation Committee or the Management Committee pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of the Awards granted hereunder will be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, any Related Company, the Compensation Committee, the Management Committee, the Board, officers, the affected Employees of the Company or Related Companies, and any Participant or former Participant under the Plan, as well as their respective successors in interest.

**IV. Eligibility**

Eligibility for participation in the Plan is limited to those Employees who can make an appreciable contribution to the attainment of overall business objectives of the operating unit for which they work as determined in the sole discretion of the Compensation Committee or the Management Committee. An Employee is eligible to participate in the Plan if:

- a. The Employee is compensated in an amount at least equal to the minimum salary grade guideline established annually by the Management Committee.
- b. During the Plan Year, the Employee is not participating in the Executive and Long-Term Performance Incentive Plan of The Coca-Cola Company.
- c. The Employee is recommended for participation in the Plan by his or her immediate superior and is approved for such participation by the operating head of the Employee's unit.
- d. The Employee is approved as a Participant by the Management Committee.

The fact that an Employee is eligible to participate in the Plan in one Plan Year does not assure that the Employee will be eligible to participate in any subsequent year. The fact that an Employee is eligible to participate in the Plan for any Plan Year does not mean that the Employee will receive an Award in any Plan Year. The Management Committee will determine an Employee's eligibility for participation in the Plan from time to time prior to or during each Plan Year.

## V. Performance Goals

Each operating unit of the Company shall set performance goals and objectives for each Plan Year which in the aggregate form the Company's overall goals and objectives for that Plan Year. Individual goals and objectives for each Participant will be established within the context of the goals of that Participant's operating unit. All goals shall be established by the Management Committee.

## VI. Awards

An Award to a Participant will be based on a percentage of the Participant's base salary and shall be established by the Management Committee. The percentage of base salary which constitutes an Award will increase as salary grade or level of responsibility increases.

The Compensation Committee or the Management Committee shall, in each of their respective sole discretion, adjust the Award for each Participant based upon that Participant's over achievement or under achievement in terms of his or her individual performance and the performance of the Participant's operating unit during the Plan Year.

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An Employee who is selected as a Participant after the beginning of a Plan Year or a Participant who retires, who dies or whose employment is otherwise terminated prior to the end of such Plan Year will be eligible to receive a pro rata share of an Award based on the number of months of participation during any portion of such Plan Year if, in the sole discretion of the Compensation Committee or the Management Committee, such an award is merited.

## VII. Determination and Timing of Awards

All Awards to Participants who are elected officers of the Company will be made by the Compensation Committee in its sole discretion. Awards to all other Participants shall be made by the Management Committee in its sole discretion. Awards will be paid for a particular Plan Year at such time following the end of the Plan Year as shall be determined by the Compensation Committee or the Management Committee.

## VIII. Method of Payment of Awards

a. *Payments of Awards.* Except as otherwise provided in this Plan, Awards for each Participant will be paid in one of the manners set forth in (a)(1), (a)(2) or (a)(3), as determined on a case-by-case basis in the sole discretion of the Compensation Committee or the Management Committee. Awards are subject to forfeiture until paid, as provided below.

1. *Cash.* The Compensation Committee or the Management Committee may, in its sole discretion, pay any Award in cash. Awards paid in cash will be paid at the time described in Section VII above unless the Compensation Committee or the Management Committee has approved a request by a Participant to defer receipt of any Award in accordance with Section VIII(b) below.

2. *Stock Options or SARs.* The Compensation Committee or the Management Committee may, in its sole discretion, pay any Award through the grant of stock options or SARs under The Coca-Cola Company 2002 Stock Option Plan, as amended, or successor stock option plan approved by shareowners (the "Stock Option Plan"). Any Award issued in the form of stock options or SARs shall be subject to the terms and conditions of the Stock Option Plan.

3. *Stock.* The Compensation Committee or the Management Committee may, in its sole discretion, pay any Award by issuing to a Participant stock under The Coca-Cola Company 1989 Restricted Stock Award Plan, as amended, or any successor restricted stock award plan approved by shareowners (the "Restricted Stock Plan"). Any Award issued in the form of stock shall be subject to the terms and conditions of the Restricted Stock Plan.

b. *Deferral of Payment of Award.* An Award paid in cash may be deferred under the Deferred Compensation Plan of The Coca-Cola Company (or comparable international plan, if any) if the Compensation Committee has, not later than the grant of an Award, received and, in its sole discretion, approved a request by a Participant to defer receipt of an Award.

c. *Withholding for Taxes.* The Company will have the right to deduct from any and all Award payments any taxes required to be withheld with respect to such payment, including hypothetical taxes under the Company's International Service Program Policy and/or Tax Equalization Policy. For Participants who are International Service Associates or other international employees, all taxes remain the Participant's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy. The Company and any Related Company (i) make no representations or undertaking regarding the treatment of any taxes in connection with any Award; and (ii) do not commit to structure the terms of the Award to reduce or eliminate the Participant's liability for taxes.

d. *Payments to Estates.* Awards and interest thereon, if any, which are due to a Participant pursuant to the provisions hereof and which remain unpaid at the time of his or her death will be paid in full to the Participant's estate.

e. *Offset for Monies Owed.* Any payments made under this Plan will be offset for any monies that the Management Committee determines are owed to the Company or any Related Company.

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## IX. Amendment and Termination

The Compensation Committee may amend, modify, suspend, reinstate or terminate this Plan in whole or in part at any time or from time to time; provided, however, that no such action will adversely affect any right or obligation with respect to any Award theretofore made. The Compensation Committee and the Management Committee may deviate from the provisions of this Plan to the extent such committee deems appropriate to conform to local, laws and practices.

## X. Applicable Law

The Plan and all rules and determinations made and taken pursuant hereto will be governed by the laws of the State of Georgia, to the extent not preempted by federal law, and construed accordingly.

## XI. Effect on Benefit Plans

Awards may be included in the computation of benefits under the Employee Retirement Plan of The Coca-Cola Company, The Coca-Cola Export Corporation Overseas Retirement Plan and other retirement plans maintained by the Company under which the Participant may be covered and The Coca-Cola Company Thrift & Investment Plan

subject to all applicable laws and in accordance with the provisions of those plans. Awards will only be included as income or compensation under these plans if the language of the applicable plan so provides.

Awards will not be included in the computation of benefits under any group life insurance plan, travel accident insurance plan, personal accident insurance plan or under Company policies such as severance pay and payment for accrued vacation, unless required by applicable laws.

## **XII. Change in Control**

If there is a Change in Control as defined in this Section XII at any time during a Plan Year, (1) the Management Committee promptly shall determine the Award which would have been payable to each Participant under the Plan for such Plan Year if he had continued for work for the Company for such entire year and all performance goals established under Section V had been met in full for such Plan Year by multiplying his target percentage by his annual salary as in effect on the date of such Change in Control and (2) each such Participant's nonforfeitable interest in his Award (as so determined by the Management Committee) thereafter shall be determined by multiplying such Award by a fraction, the numerator of which shall be the number of full, calendar months he is an employee of the Company during such Plan Year and the denominator is 12 or the number of full calendar months the Plan is in effect during such Plan Year, whichever is less. The payment of a Participant's nonforfeitable interest in his Award under this Section XII shall be made in cash as soon as practicable after his employment by the Company terminates or as soon as practicable after the end of such Plan Year, whichever comes first.

A "Change in Control," for purposes of this Section XII, will 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 (the "Exchange Act") as in effect on January 1, 2004, provided that such a change in control will 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 as in effect on January 1, 2004) is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act as in effect on January 1, 2004) 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 cease, for any reason, to constitute at least a majority of the Board, 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 share owners of the Company approve any merger or consolidation as a result of which its stock will 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; or (iv) the share owners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were share owners of the Company immediately prior to the effective date of the merger or consolidation will 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; provided, however, that no Change in Control will be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board determines otherwise.

QuickLinks

[THE PERFORMANCE INCENTIVE PLAN OF THE COCA-COLA COMPANY](#)

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

**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 share owners 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; or (iv) the share owners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were share owners 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; 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.

"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. Eligibility requirements for members of the Committee shall comply with Rule 16b-3 under the 1934 Act, or any successor rule or regulation.

"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.

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"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**

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. KO Common Stock subject to any unexercised portion of an Option or SAR which expires or is canceled, surrendered or terminated for any reason may again be subject to Options or SARs granted 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).

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 ISO exceed ten (10) years from the date of its grant or the duration of an NSO or SAR exceed fifteen (15) 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.

(h) **Deferral of Gains.** Gains associated with any exercise of Options and SARs shall be eligible for deferral in accordance with the terms and subject to the conditions of The Coca-Cola Company Deferred Compensation Plan.

**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:

Event	Impact on Vesting	Impact on Exercise Period
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) 12 months 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) 12 months 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 Share Owner**

An optionee or a transferee of an optionee pursuant to Section 8 shall have no right as a share owner 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 such adjustment, if any, as it may deem appropriate 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 share owners 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**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.



**THE COCA-COLA COMPANY**  
**1989 RESTRICTED STOCK AWARD PLAN**  
**(As Restated Effective December 1, 2003)**

**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 (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 16, 2003) from among its members and shall be comprised of not less than three (3) members of the Board. Unless and until its members are not qualified to serve on the Committee pursuant to the provisions of the Plan, the Compensation Committee shall be members of the Board who are not eligible to participate in the Plan for at least one year prior to the time they become members of the Committee. Eligibility requirements for members of the Committee shall comply with Rule 16b-3 promulgated pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") or any successor rule or regulation. 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.

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**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. 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, 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. 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 Exchange Act as in effect on November 15, 1988, 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) 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; 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; 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.

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(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 or, if applicable, a Subcommittee thereof, 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 to receive awards of restricted stock under the Plan, in such amounts as the Committee or Subcommittee 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"). The Committee or Subcommittee may authorize alternative awards, 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. At the time of each grant, the Committee or Subcommittee 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 or Subcommittee 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:

- (i) average annual growth in earnings per share;
- (ii) increase in share-owner value;
- (iii) earnings per share;
- (iv) net income;
- (v) return on assets;
- (vi) return on share-owners' equity;
- (vii) increase in cash flow;
- (viii) operating profit or operating margins;
- (ix) revenue growth of the Company;
- (x) operating expenses; and
- (xi) quality as determined by the Company's Quality Index.

The Measurement Period will be a period of years, determined by the Committee or Subcommittee 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 will be subject to adjustment as the Committee or Subcommittee may provide in the terms of each award.

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 next 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 and the Committee or Subcommittee certify that the performance targets have been achieved during the Measurement Period.

5. 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.

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(e) The receipt of stock subject to an Award shall be eligible for deferral in accordance with the terms and subject to the conditions of The Coca-Cola Company Deferred Compensation Plan.

(f) 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 such adjustment, if any, as it may deem appropriate 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.

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(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 stock holders 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**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

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QuickLinks

[THE COCA-COLA COMPANY 1989 RESTRICTED STOCK AWARD PLAN \(As Restated Effective December 1, 2003\)](#)

**AMENDMENT NUMBER SIX TO  
THE COCA-COLA COMPANY  
COMPENSATION DEFERRAL & INVESTMENT PROGRAM**

THIS AMENDMENT to The Coca-Cola Company Compensation Deferral & Investment Program (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

**W I T N E S S E T H:**

WHEREAS, The Coca-Cola Company currently maintains the Plan for the benefit of its eligible employees;

WHEREAS, pursuant to Section 6.1 of Plan, the CEO has the authority to appoint a committee to operate and administer the Plan;

WHEREAS, on May 29, 2003, the CEO appointed The Coca-Cola Company Benefits Committee (the "Committee") to operate and administer the Plan;

WHEREAS, pursuant to Section 6.8 of the Plan, the Committee has the authority to amend the Plan at any time; and

WHEREAS, the Committee desires to amend the Plan to provide for certain changes.

NOW THEREFORE, the Plan is hereby amended, effective January 1, 2004, in the following respects:

1. Section 6.1 of the CDIP shall be amended by deleting the section in its entirety and replacing it with the following:

"6.1 *Committee.*

(a) *Authority of Committee.* The Committee shall be responsible for the general administration of the Plan. In the absence of the appointment of a Committee, the functions and powers of the Committee shall reside with the Employer. The Committee and its designated agents shall have the exclusive right and discretion to interpret the terms and conditions of the Plan and to decide all matters arising with respect to the Plan's administration and operation (including factual issues). Any interpretations or decisions so made shall be conclusive and binding on all persons, subject to the claims procedures set forth in each respective coverage document. The Committee or its designee may pay the expenses of administering the Plan or may reimburse the Employer or other person performing administrative services with respect to the Plan if the Employer or such other person directly pays such expenses at the request of the Committee.

(b) *Authority to Appoint Advisors and Agents.* The Committee may appoint and employ such persons as it may deem advisable and as it may require in carrying out the provisions of the Plan. To the extent permitted by law, the members of the Committee shall be fully protected by any action taken in reliance upon advice given by such persons and in reliance on tables, valuations, certificates, determinations, opinions and reports which are furnished by any accountant, counsel, claims administrator or other expert who is employed or engaged by the Committee.

(c) *Compensation and Expenses of Committee.* The members of the Committee shall receive no compensation for its duties hereunder, but the Committee shall be reimbursed for all reasonable and necessary expenses incurred in the performance of its duties, including counsel fees and expenses. Such expenses of the Committee, including the compensation of administrators, actuaries, counsel, agents or others that the Committee may employ, shall be paid out of the general assets of the Company.

(d) *Indemnification of Committee.* The Employer agrees to indemnify and to defend to the fullest extent permitted by law any employee serving as a member of the Committee or as its

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delegate against all liabilities, damages, costs and expenses, including attorneys' fees and amounts paid in settlement of any claims approved by the Employer, occasioned by any act or failure to act in connection with the Plan, unless such act or omission arises out of such employee's gross negligence, willful neglect or willful misconduct."

2. A new section 6.9 shall be added as follows:

"6.9 *Disputes.*

(a) *Claim.* A person who believes that he or she is being denied a benefit to which he or she is entitled under this Plan (hereinafter referred to as "Claimant"), or his or her duly authorized representative, must file a written request for such benefit with the Committee, setting forth his or her claim within one year of the date such Claimant believes he or she was entitled to benefits under the Plan. The request must be addressed to the Director, Global Benefits of the Company at its then principal place of business.

(b) *Claim Decision.* Upon receipt of a claim, the Committee (or its designee) shall deliver such reply within 90 days of receipt of the claim. The Committee may, however, extend the reply period before the end of such 90 days by notifying the Claimant in writing of the special circumstances requiring the extension and the date by which it expects to render its decision. Such extension will not exceed 90 days from the end of the initial period.

If the claim is denied in whole or in part, the Committee (or its designee) shall inform the Claimant in writing, setting forth: (i) the specific reason or reasons for such denial; (ii) the specific reference to pertinent provisions of this Plan on which such denial is based; (iii) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or such information is necessary; (iv) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (v) the time limits for requesting a review under subsection (c).

(c) *Request For Review.* Within 60 days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Committee review the determination of the Company. Such request must be addressed to the Director, Global Benefits of the Company, at its then principal place of business. The Claimant or his or her duly authorized representative may request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits and submit issues and comments in writing for consideration by the Committee. If the Claimant does not request a review within such 60 day period, he or she shall be barred and estopped from challenging the Company's determination.



**AMENDMENT TWO TO THE SUPPLEMENTAL BENEFIT PLAN  
AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2002**

THIS AMENDMENT to The Coca-Cola Company Supplemental Benefit Plan (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

**W I T N E S S E T H:**

WHEREAS, Section 6.4 of the Plan provides that the Committee may amend the Plan at any time;

WHEREAS, the Committee wishes to amend the Plan to clarify that distributions may only be made in cash and to clarify other distribution provisions;

NOW, THEREFORE, the Committee hereby amends the Plan as follows:

Effective October 21, 2003, Section 3.2(b) of the Plan shall be amended to read as follows:

(1) Distribution of the total value of an Account of a Participant shall be received by the Participant when he is no longer an Employee in accordance with this Section 3.2(b)(1) or shall be received by the Beneficiary of a deceased Participant in accordance with Section 3.2(b)(2). A Participant may elect to receive such a distribution upon his permanent and total disability as determined by the Committee (according to such elections as may be prescribed by the Committee). Distributions shall be in cash. Payments shall be in a lump sum, unless the Committee approves another form of benefit. The value of a Participant's Account shall be the cash value of the number of shares of Company Stock, if any, credited to the Account in accordance with Section 3.2(a) as of the date the Participant terminates employment. The value of the hypothetical shares of Company Stock shall be determined using the highest Market Price between the fifteenth day of the month of termination of the Participant and the first working day in the month following termination. Payment shall be made to the Participant or Beneficiary as soon as administratively feasible, but not later than one year, following the termination of the Participant's employment. No interest or other payment relating to changes in the Market Price of Company Stock between termination of employment and payment shall be due to a Participant. If any benefits payable to, or on behalf of, a Participant are not claimed For a period of seven years from the date of entitlement as determined by the Committee, the value of the Account shall revert to the Company. In the event that a Participant resumes his employment prior to the distribution of the value of his Account, the distribution shall not be made, and no subsequent distribution shall be made until the reemployed Participant again ceases to be an Employee.

IN WITNESS WHEREOF, the Committee has adopted this Amendment Two on the date shown below, but effective as of the dates indicated above.

The Coca-Cola Company Benefits Committee

By           /s/ BARBARA S. GILBREATH          

Chairman

Date 11/14/03

# The Coca-Cola Company

## DEFERRED COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS

As amended and restated through October 16, 2003

1. *Purpose.* The purpose of The Coca-Cola Company Deferred Compensation Plan for Non-Employee Directors (the "Plan") is to provide non-employee Directors of The Coca-Cola Company (the "Company") with an opportunity to defer certain compensation as a Director. This Plan replaces the Plan adopted on December 7, 1983 as amended and restated (the "Prior Plan"). All deferrals made pursuant to the Prior Plan shall remain in effect according to their terms unless changed pursuant to Section 8 below.

2. *Effective Date.* The Plan shall become effective upon approval by the Board of Directors of the Company.

3. *Eligibility.* Any Director of the Company who is not an employee of the Company or of any subsidiary or affiliate of the Company is eligible to participate in the Plan.

4. *Election to Defer Compensation.*

a. *Time of Eligibility.* An election to defer compensation shall be made by a nominee for election as a Director who is not then serving as a Director prior to the time of election to the Board for the relevant elected term and prior to the right to receive any compensation with respect to such term. A Director who has not previously elected to defer receipt of compensation or who has subsequently discontinued such election may elect to defer compensation by giving notice prior to November 1 of each year, but any such election shall only be effective for compensation payable during the calendar year following such notice and thereafter. An election shall continue in effect until the end of the participant's service as a Director or until the end of the calendar year during which the Director gives the Company written notice of the discontinuance of the election, whichever shall occur first. Such a notice of discontinuance shall operate prospectively from the first day of the calendar year following the giving of notice referred to in the preceding sentence, and compensation payable during any subsequent calendar year shall not be deferred, but compensation theretofore deferred shall continue to be withheld and shall be paid in accordance with the notice of election pursuant to which it was withheld.

b. *Amount of Deferral.* A participant may only elect to defer receipt of all or a specified portion of the annual retainer fee receivable by such Director for service as a Director of the Company, but not any other compensation or expense reimbursement.

c. *Manner of Electing Deferral.* A participant shall elect to defer compensation by giving written notice to the Company in the form attached hereto as Exhibit A. Such notice shall include:

(i) the percentage or amount of compensation to be deferred;

(ii) whether the deferral will be into the "Cash Fund" or "Share Units"; and

(iii) an election of a lump-sum payment or of a number of annual installments (not to exceed five) for the payment of the deferred compensation, such lump-sum payment or the first installment payment occurring on the later of January 15 of the year following the year in which service as a Director terminates or six months from the date on which service as a Director terminates.

5. *Deferred Compensation Account.* The Company shall establish a deferred compensation account (the "Account") for each participant.

(i) For amounts deferred to the Cash Fund, the Account will be credited

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(a) at the time such amount would otherwise be payable, with the amount of any compensation, receipt of which the participant has elected to defer, and

(b) at the end of each calendar year or initial or terminal portion of a year, with deemed interest, at an annual rate equivalent to the weighted average prime lending rate of SunTrust Bank, Atlanta for the relevant year or portion thereof (the "Interest Equivalents"), upon the average daily balance in the Account during such year or portion thereof.

(ii) For amounts deferred to Share Units, the Account will be credited

(a) at the time such amount would otherwise be payable, with the amount of any compensation, receipt of which the participant has elected to defer. Such amount shall be converted on such date to a number of Share Units equal to the number of shares which theoretically could have been purchased on such date with such amount, using the average share price on the New York Stock Exchange on such date, or if such date is not a trading day, on the next trading day;

(b) on each date on which a dividend is paid on the common shares of The Coca-Cola Company, with the number of Share Units theoretically which could have been purchased with the amount of dividends payable on the number of shares equal to the number of Share Units in the participant's Account immediately prior to the payment of such dividend; the number of additional Share Units shall be calculated as in 5(ii)(a) above; and

(c) on the date of any stock split or stock dividend, with the number of Share Units necessary for an equitable adjustment.

6. *Value of Deferred Compensation Accounts.* The value of each participant's Account shall consist of the compensation deferred in accordance with paragraph 4(c) above and the Interest Equivalents in the case of the Cash Fund and the Share Units described in paragraph 5 above. All credits to an Account shall be credited with Interest Equivalents or additional Share Units in relation to the period from the date credited to the date of payment to a participant or to his or her estate. As promptly as practicable following the close of each calendar year a statement will be sent to each participant as to the balance in the participant's Account as of the end of such year.

7. *Payment of Deferred Compensation.* No payment may be made from a participant's Account except as follows:

a. The balance in a participant's Account in the Cash Fund shall be paid in cash in the manner elected in accordance with the provisions of paragraph 4(c) above. If annual installments are elected, the amount of the first payment shall be a fraction of the balance in the participant's Account as of December 31 of the year preceding

such payment, the numerator of which is one and the denominator of which is the total number of installments elected. The amount of each subsequent payment shall be a fraction of the balance in the participant's Account as of December 31 of the year preceding each subsequent payment, the numerator of which is one and the denominator of which is the total number of installments elected minus the number of installments previously paid. Each payment pursuant to this paragraph 7(a) shall include Interest Equivalents, but only on the amount being paid, from the preceding December 31 to the date of payment.

b. The balance in participant's Account in Share Units shall be paid in cash in an amount equal to the number of Share Units in the participant's Account multiplied by the average of the high and low market prices at which a share of common stock shall have been sold on the date of calculation, 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 (the "Share Unit Account

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Balance"). Upon calculation of the Share Unit Account Balance, such amount shall be credited to the participant's Account in the Cash Fund and paid in accordance with Section 7(a) above.

c. In the event of a participant's death or termination of service due to conflict of interest, illness or disability, the balance in the participant's Account (in the case of (i) the Cash Fund including Interest Equivalents in relation to the elapsed portion of the year of death or termination of service and (ii) the Share Units, valued in accordance with the procedures set forth in Section 7(b) above) shall be determined as of the date of death or termination of service due to conflict of interest, illness or disability and such balance shall be paid in a single payment in cash to the participant or the participant's estate, as the case may be, as soon as reasonably possible thereafter.

8. *One-Time Election.* Participants who were participants in the Prior Plan may choose to transfer the amounts in the Cash Fund to Share Units prior to November 1, 1997. Such election is irrevocable. The number of Share Units will be determined as of November 1, 1997 in accordance with the method described in Section 5 (ii) (a) hereof.

9. *Participant's Rights Unsecured.* The right of a participant to receive any unpaid portion of the participant's Account, whether the Cash Fund or Share Units, shall be an unsecured claim against the general assets of the Company.

10. *Nonassignability.* The right of a participant to receive any unpaid portion of the participant's Account shall not be assigned, transferred, pledged or encumbered or be subject in any manner to alienation or anticipation.

11. *Administration.* This Plan shall be administered by the Secretary of the Company, who shall have the authority to adopt rules and regulations for carrying out the Plan and to interpret, construe and implement the provisions thereof.

12. *Amendment and Termination.* This Plan may be amended, modified or terminated at any time by the Board of Directors of the Company *provided, however*, that no such amendment, modification or termination shall, without the consent of a participant, adversely affect such participant's rights with respect to amounts theretofore accrued to the participant's Account.

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Exhibit A

### Election

TO THE SECRETARY OF THE COCA-COLA COMPANY (the "Company"):

Pursuant to paragraph 4 of The Coca-Cola Company Deferred Compensation Plan for Non-Employee Directors (the "Plan"), the undersigned hereby elects to defer % of all future payments with respect to the annual retainer fee for service on the Board of Directors of the Company in accordance with the terms of the Plan. Of such amount % shall be deferred to the Cash Fund and % shall be deferred to Share Units.

The compensation deferred is to be paid to me in the following manner (check and complete one):

- // single lump-sum payment in cash, to be paid on the later of January 15 of the year following the year in which my service terminates or six months from the termination of my service; or
- // installment payments in (insert number up to five) annual installments, the first annual installment to be paid on the later of January 15 of the year following the year in which my service terminates or six months from the termination of my service, and the subsequent annual installment payments to begin on January 15 of the year following the year in which my first payment was made.

It is understood that this election must be submitted to the Secretary of the Company

- by November 1 for continuing directors to begin deferrals for payments otherwise to be received beginning in the next calendar year or
- prior to beginning service on the Board for new directors.

The undersigned hereby acknowledges that this election is subject to the terms of the Plan.

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(Signature of Director)

Date: , 20

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(Printed or typed name of Director)

Received on the day of , 20 on behalf of The Coca-Cola Company.

QuickLinks

[Election](#)

# THE COCA-COLA COMPANY DEFERRED COMPENSATION PLAN

As Amended and Restated Effective December 17, 2003

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## THE COCA-COLA COMPANY

### DEFERRED COMPENSATION PLAN

As Amended and Restated Effective December 17, 2003

WHEREAS, the Company (as hereinafter defined) has set forth its desire to establish The Coca-Cola Company Deferred Compensation Plan to provide (i) a select group of management or highly compensated employees with a capital accumulation opportunity by deferring compensation on a pre-tax basis and (ii) the Company with a method of rewarding and retaining its highly compensated executives and employees.

NOW, THEREFORE, as of the effective date set forth herein, this Plan (as hereinafter defined) is hereby adopted to read as follows:

#### ARTICLE I

##### DEFINITIONS

Capitalized terms used in this Plan, shall have the meanings specified below.

"Account" or "Accounts" shall mean all of such subaccounts as are specifically authorized for inclusion in this Plan.

"Base Salary" shall mean a Participant's annual base salary, including any salary continuation, excluding bonus, commissions, incentive and all other remuneration for services rendered to the Company and prior to reduction for any salary contributions to a plan established pursuant to Section 125 of the Code or qualified pursuant to Section 401(k) of the Code.

"Beneficiary" or "Beneficiaries" shall mean the person or persons, including a trustee, personal representative or other fiduciary, last designated in writing by a Participant in accordance with procedures established by the Committee to receive the benefits specified hereunder in the event of the Participant's death. No beneficiary designation shall become effective until it is filed with the Committee. Any designation shall be revocable at any time through a written instrument filed by the Participant with the Committee with or without the consent of the previous Beneficiary. No designation of a Beneficiary other than the Participant's spouse shall be valid unless consented to in writing by such spouse. If there is no such designation or if there is no surviving designated Beneficiary, then the Participant's surviving spouse shall be the Beneficiary. If there is no surviving spouse to receive any benefits payable in accordance with the preceding sentence, the duly appointed and currently acting personal representative of the Participant's estate (which shall include either the Participant's probate estate or living trust) shall be the Beneficiary. In any case where there is no such personal representative of the Participant's estate duly appointed and acting in that capacity within 90 days after the Participant's death (or such extended period as the Committee determines is reasonably necessary to allow such personal representative to be appointed, but not to exceed 180 days after the Participant's death), then Beneficiary shall mean the person or persons who can verify by affidavit or court order to the satisfaction of the Committee that they are legally entitled to receive the benefits specified hereunder. In the event any amount is payable under the Plan to a minor, payment shall not be made to the minor, but instead be paid to such minor's legal guardian duly appointed and currently acting to hold the funds for such minor. If no guardian of the estate for the minor is duly appointed and currently acting within 60 days after the date the amount becomes payable, payment shall be deposited with the court having jurisdiction over the estate of the minor. Payment by Company pursuant to any unrevoked Beneficiary designation, or to the Participant's estate if no such designation exists, of all benefits owed hereunder shall terminate any and all liability of Company.

"Board of Directors" or "Board" shall mean the Board of Directors of The Coca-Cola Company.

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"Bonuses" shall mean the bonuses earned as of the last day of the Plan Year pursuant to any bonus plan or program approved by the Committee, provided a Participant is in the employ of the Company on the last day of the Plan Year.

"Cause" shall mean a violation of the Company's Code of Business Conduct or any other policy of the Company or a Participating Subsidiary, or gross misconduct.

"Change of 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 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 (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 share owners of the Company approve any merger or consolidation as a result of which the 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; or (iv) the share owners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were share owners 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; 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.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Committee" shall mean the Management Committee appointed by the Compensation Committee to administer the Plan in accordance with Article VII.

"Company" shall mean The Coca-Cola Company, a Delaware corporation.

"Company Discretionary Contribution Amount" shall mean such discretionary amount, if any, contributed by the Company for a Participant for a Plan Year. Such amount may differ from Participant to Participant both in amount, including no contribution and as a percentage of Compensation.

"Company Matching Contribution Amount" shall mean such amount contributed by the Company, if any, for a Participant for a Plan Year. Such amount may differ from Participant to Participant.

"Company Discretionary Contribution Subaccount" shall mean the bookkeeping account maintained by the Company for each Participant that is credited with an amount equal to (i) the Company Discretionary Contribution Amount, if any, paid by the Company and (ii) earnings and losses pursuant to Section 4.1.

"Company Matching Contribution Subaccount" shall mean the bookkeeping account maintained by the Company for each Participant that is credited with the number of Stock Units equal to the Company Matching Contribution Amount, if any, and the Dividend Equivalent, if any, paid by the Company.

"Compensation" shall mean Base Salary and Bonus.

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"Compensation Committee" shall mean the Compensation Committee of the Board of Directors of the Company or any subcommittee thereof.

"Compensation Deferral Subaccount" shall mean the bookkeeping account maintained by the Committee for each Participant that is credited with amounts equal to (i) the portion of the Participant's Compensation that he or she elects to defer, and (ii) earnings and losses attributable thereto pursuant to Section 4.1.

"Designated Employees" shall mean Eligible Employees designated by the Committee as eligible to defer Stock Option Gains and Restricted Stock Awards.

"Disability" 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 that hereafter may be maintained by the Company or any Related Company.

"Distributable Amount" shall mean the vested balance in the Participant's Accounts subject to distribution in a given Plan Year.

"Dividend Equivalent" shall mean the amount of cash dividends or other cash distributions paid by the Company on that number of shares equal to the number of Stock Units credited to a Participant's Stock Unit Subaccount and Company Matching Contribution Subaccount as of the applicable record date for the dividend or other distribution, which amount shall be credited in the form of additional Stock Units to the Participant's Stock Unit Subaccount and Company Matching Contribution Subaccount.

"Early Distribution" shall mean an election by a Participant in accordance with Section 6.2(d) to receive a withdrawal of amounts from his or her Compensation Deferral Subaccount and any vested Company Discretionary Contribution Subaccount prior to the time at which such Participant would otherwise be entitled to such amounts.

"Effective Date" of this amended and restated Plan shall be December 17, 2003.

"Eligible Employee" shall mean a select group of management and/or highly compensated employees of the Company or a Participating Subsidiary specifically selected by the Management Committee in accordance with the procedures set forth in Article II.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Fund" or "Funds" shall mean, one or more of the investment funds selected by the Compensation Committee, or its designee to which Participants may elect to make deemed deferrals pursuant to Section 3.2(a).

"Hardship Distribution" shall mean a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of his or her Dependent (as defined in Section 152(a) of the Code), loss of a Participant's property due to casualty, or other similar or extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

"Initial Election Period" shall mean the time period associated with the first enrollment period of the plan or the first enrollment period of an eligible participant.

"Investment Rate" shall mean, for each Fund, an amount equal to the net gain or loss on the assets of such Fund during each month.

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"Involuntarily Separated or Involuntary Separation" shall mean a termination of employment in conjunction with which the Participant is eligible for and receives severance benefits under The Coca-Cola Company Severance Pay Plan or any successor severance pay plan.

"Participant" shall mean any Eligible Employee who becomes a Participant in this Plan in accordance with Article II.

"Participating Subsidiary" means a subsidiary of the Company which the Committee has designated as such and whose employees are eligible to participate in the Plan; provided that such employee is an Eligible Employee.

"Payment Date" shall mean:

(1) With respect to Distributable Amounts payable in a lump sum, as soon as practicable following the end of the calendar quarter in which termination occurs; and

(2) With respect to Distributable Amounts payable in annual installments, each February following the Plan Year in which termination occurs, beginning with the year following termination in which the Participant has elected to begin receiving distributions.

"Plan" shall mean The Coca-Cola Company Deferred Compensation Plan.

"Plan Year" shall mean January 1 to December 31 of each year.

"Related Company" shall mean any entity in which the Company owns, directly or indirectly, at least 20% of the outstanding voting stock or capital at the relevant time.

"Restricted Stock" shall mean shares of Stock issued under the Restricted Stock Plan which are subject to forfeiture based upon non-compliance with certain enumerated criteria.

"Restricted Stock Award" shall mean any award of Restricted Stock under the Restricted Stock Plan.

"Restricted Stock Plan" shall mean the 1989 Restricted Stock Award Plan of The Coca-Cola Company.

"Retirement" shall mean any time that is at least five years prior to the earliest permissible retirement date under The Coca-Cola Company Employee Retirement Plan.

"Scheduled Withdrawal Date" shall mean the distribution date elected by the Participant for a withdrawal of amounts from such Accounts deferred in a given Plan Year, and earnings and losses attributable thereto, as set forth on the election form for such Plan Year.

"Stock" shall mean the common stock, \$.25 par value of The Coca-Cola Company.

"Stock Option Gain" shall mean the gains on a Designated Employee's stock options that have been granted by the Company and designated as eligible for deferral under the Plan by the Committee pursuant to Section 3.1(c). With respect to any options granted to Designated Employees that are made subject to a Stock Option Gain deferral election, the gains on such options shall be determined through a deemed sale of related shares of the underlying shares net of the exercise price of the options.

"Stock Unit" means a unit of value, equal at any relevant time to the value of a share of Stock or Restricted Stock, as applicable, established by the Committee as a means of measuring value of the Stock-related portion of an Account under the Plan.

"Stock Unit Subaccount" means the bookkeeping account maintained by the Company on behalf of each Participant who is credited with Stock Units and Dividend Equivalents thereon pursuant to Sections 4.2 and 4.3.

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## ARTICLE II

### *PARTICIPATION*

#### *2.1 Determination of Eligible Employee.*

The Committee shall, from time to time, determine which employees are Eligible Employees under the Plan.

#### *2.2 Enrollment.*

An Eligible Employee shall become a Participant in the Plan by electing to make deferrals in accordance with Section 3.1, in accordance with such procedures as may be established from time to time by the Committee. An individual who, at any time, ceases to be an Eligible Employee, as determined in the sole discretion of the Committee, other than an Eligible Employee who (i) becomes employed by a Related Company, which is not a Participating Subsidiary or (ii) is transferred to an international assignment, shall continue to be eligible to make deferrals until the end of the Plan Year in which the employee ceases to be an Eligible Employee, and no future deferrals will be allowed until such time as the individual again becomes an Eligible Employee. In such case, the individual may remain a Participant in the Plan with respect to amounts already deferred.

#### *2.3 Transferred Employees.*

An Eligible Employee who (i) becomes employed by a Related Company, which is not a Participating Subsidiary or (ii) is transferred to an international assignment, shall not be eligible to make any further deferrals under the Plan; however, such individual shall remain a participant in the Plan with respect to amounts already deferred. Any deferrals for the current Plan Year shall terminate as of the date of transfer.

#### *2.4 Amendment of Eligibility Criteria.*

The Committee may, in its discretion, change the criteria for eligibility for any reason, including to comply with all applicable laws relating to salary grade (or other similar measurement criteria) and compensation levels; provided, however, that no change in the criteria for eligibility of any officer of the Company shall be effected unless such changes are (i) within parameters established by the Compensation Committee or (ii) approved by the Compensation Committee.

## ARTICLE III

### *DEFERRAL ELECTIONS*

#### *3.1 Elections to Defer Compensation.*

(a) *Initial Election Period.* Subject to the provisions of Article II, each Eligible Employee may elect to defer Compensation, earned after the election period, by filing with the Committee an election that conforms to the requirements of this Section 3.1, on a form provided by the Committee, no later than the last day of his or her Initial Election Period.

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(b) *Deferral of Base Salary and Bonus.* The amount of Base Salary and Bonus which an Eligible Employee may elect to defer is such Base Salary and Bonus earned on or after the time at which the Eligible Employee elects to defer in accordance with Section 3.1(a). The Eligible Employee may elect to defer up to 80% of the Eligible Employee's Base Salary and up to 100% of the Eligible Employee's Bonus, provided that the total amount deferred by a Participant shall be limited in any calendar year, if necessary, to satisfy Social Security Tax (including Medicare), income tax withholding for compensation that cannot be deferred and employee benefit plan withholding requirements as determined in the sole and absolute discretion of the Committee. The minimum contribution from Base Salary which must be made in any Plan Year by an Eligible Employee shall not be less than \$5,000. The minimum contribution from the Bonus which must be made in any Plan Year by an Eligible Employee shall not be less than 10% of such Bonus.

(c) *Deferral of Stock Option Gain.* A Designated Employee may elect to defer all or any portion of Stock Option Gains attributable to nonqualified stock options

and receive a credit of Stock Units. Any Deferral election must occur in a time period designated by the Committee from time to time and in accordance with Sections 3.1(e) and 3.1(f), below. The Designated Employee must attest to ownership Stock equal in value to the total amount of the option exercise price and the Stock used for this purpose must have been held by the Designated Employee for at least the period of time required by the applicable stock option plan. All such deferrals shall be invested and held only in Stock Units as provided in Section 3.2(b).

(d) *Deferral of Restricted Stock.* A Designated Employee may elect to defer all or any portion of Restricted Stock awarded pursuant to a Restricted Stock Award and receive a credit of Stock Units. Any such deferral election must be made in a time period designated by the Committee from time to time and in accordance with Sections 3.1(e) and (f). All such deferrals shall be invested and held in Stock Units as provided in Section 3.2(b).

(e) *Duration of Deferral Election.* An Eligible Employee's election to defer Compensation for any Plan Year is to be effective with respect to: (i) Base Salary and Bonus earned after such deferral election is processed, (ii) Stock Option Gains realized after such election is processed and (iii) Restricted Stock vesting at least one year after such election is processed. Elections to defer Base Salary and Bonus are irrevocable for the Plan Year and cease to be effective at the end of the Plan Year. A Participant may initiate, increase or decrease a deferral election with respect to Base Salary and Bonus for any subsequent Plan Year by filing a new election by a date determined by the Committee prior to the beginning of the next Plan Year, which election shall be effective on the first day of the next following Plan Year. Elections to defer Stock Option Gains and Restricted Stock are irrevocable.

(f) *Elections other than Elections during the Initial Election Period.* Subject to the limitations of Sections 3.1(b), 3.1(c) and 3.1(d) above, an Eligible Employee may elect to defer Compensation and a Designated Employee may elect to defer Compensation, Stock Option Gains and Restricted Stock by filing an election on a form provided by the Committee, or, if allowed by the Committee, via voice response, internet or other approved technology. Such election must be filed, if permitted, or, made electronically by a date determined by the Committee and will be effective with the first pay period of the following Plan Year. An election to defer Compensation, Stock Option Gains and Restricted Stock must be filed, if permitted, or, made electronically in a timely manner in accordance with Section 3.1(e).

### 3.2 *Deemed Investment Elections.*

#### (a) *Deferrals of Base Salary and Bonus.*

(i) At the time of making the deferral elections described in Section 3.1(b), the Participant shall designate, on a form provided by the Committee, or, if allowed by the Committee, via voice response, internet or other approved technology, the types of investment funds in which the Participant's Compensation Deferral Subaccount will be deemed to be invested for purposes of determining the amount of earnings or losses to be credited to that subaccount. In making the designation pursuant to this Section 3.2, the Participant may specify that all or any multiple of his or her Compensation Deferral Subaccount be deemed to be invested, in whole percentage increments, in one or more of the types of investment funds provided under the Plan as communicated from time to time by the Committee. Effective as of the first Business Day of the following calendar month, a Participant may change the designation made under this Section 3.2 by filing an election, on a form provided by the Committee, or, if allowed by the Committee, via voice response, internet or other approved technology, by the 25<sup>th</sup> day of such month. If a Participant fails to elect a type of Fund under this Section 3.2, he or she shall be deemed to have elected the most risk-free type of investment fund.

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(ii) Although the Participant may designate the specific fund within each type of investment, the Committee shall not be bound by such designation. The Committee, or its designee, shall select from time to time, in its sole and absolute discretion, investments of each of the types communicated by the Committee to the Participant pursuant to Section 3.2(a)(i). The Investment Rate of each such investment fund shall be used to determine the amount of earnings or losses to be credited to Participant's Compensation Deferral Subaccount under Article IV.

(b) *Deferrals of Stock Option Gains and Restricted Stock Awards.* At the time Stock Option Gains are realized and Restricted Stock vests, a Participant's Stock Unit Subaccount shall be credited with the number of Stock Units equal in number to the amount of Stock Option Gains and shares of Restricted Stock.

## ARTICLE IV

### DEFERRAL ACCOUNTS

#### 4.1 *Compensation Deferral Subaccount.*

The Committee shall establish and maintain a Compensation Deferral Subaccount for each Participant under the Plan. Each Participant's Compensation Deferral Subaccount shall be further divided into separate subaccounts ("investment fund subaccounts"), each of which corresponds to an investment fund elected by the Participant pursuant to Section 3.2(a). A Participant's Compensation Deferral Subaccount shall be credited as follows:

(a) On the day the amounts are withheld and/or deferred from a Participant's Compensation, the Committee shall credit the investment fund subaccounts of the Participant's Compensation Deferral Subaccount with an amount equal to Compensation deferred by the Participant in accordance with the Participant's election under Section 3.2(a).

(b) Each business day, each investment fund subaccount of a Participant's Compensation Deferral Subaccount shall be credited with earnings or losses in an amount equal to that determined by multiplying the balance credited to such investment fund subaccount as of the prior day plus contributions credited that day to the investment fund subaccount by the Investment Rate for the corresponding Fund selected by the Company pursuant to Section 3.2(a)(ii).

(c) In the event that a Participant elects for a given Plan Year's deferral of Compensation to have a Scheduled Withdrawal Date, all amounts attributed to the deferral of Compensation for such Plan Year shall be accounted for in a manner which allows separate accounting for the deferral of Compensation and investment gains and losses associated with such Plan Year's deferral of Compensation.

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#### 4.2 *Company Discretionary Contribution Subaccount.*

The Committee shall establish and maintain a Company Discretionary Contribution Subaccount for each Participant under the Plan. Each Participant's Company Discretionary Contribution Subaccount shall be further divided into separate subaccounts, each of which corresponds to a Fund elected by the Participant pursuant to Section 3.2(a), or as designated by the Company. A Participant's Company Discretionary Contribution Subaccount shall be credited as follows:

(a) The Committee shall credit the investment fund subaccounts of the Participant's Company Discretionary Contribution Subaccount with an amount equal to the Company Discretionary Contribution Amount, if any, applicable to that Participant as of the day such amount is deemed contributed.

(b) Each business day, each investment fund subaccount of a Participant's Company Discretionary Contribution Account shall be credited with earnings or losses in an amount equal to that determined by multiplying the balance credited to such investment fund subaccount as of the prior day plus contributions credited that day to the investment fund subaccount by the Investment Rate for the corresponding Fund, selected by the Company pursuant to Section 3.2(a)(ii).

#### 4.3 *Company Matching Contribution Subaccount.*

The Committee shall establish and maintain a Company Matching Contribution Subaccount for each Participant eligible to defer Restricted Stock and/or Stock Option Gains under the Plan. A Participant's Company Matching Contribution Subaccount shall be credited as follows:

(a) The Committee shall credit the investment fund subaccounts of the Participant's Company Matching Contribution Subaccount with an amount equal to the Company Discretionary Contribution Amount, if any, applicable to that Participant two business days after such amount is contributed.

(b) Each business day, each investment fund subaccount of a Participant's Company Matching Contribution Account shall be credited with earnings or losses in an amount equal to that determined by multiplying the balance credited to such investment fund subaccount as of the prior day plus contributions credited that day to the investment fund subaccount by the Investment Rate for the corresponding Fund, selected by the Company pursuant to Section 3.2(a)(ii).

### ARTICLE V

#### *VESTING*

##### 5.1 *Vesting.*

A Participant shall be 100% vested in his or her Compensation Deferral Subaccount and Stock Unit Subaccount. A Participant shall be vested in accordance with any schedule that the Company or the Compensation Committee, where applicable, may establish with respect to his or her Company Discretionary Contribution Amount, and Company Matching Contribution Subaccount, if any.

##### 5.2 *Vesting Upon Death/Change of Control.*

Upon death of a Participant, or in the event of a Change of Control, the Participant shall be 100% vested in his or her Company Discretionary Contribution Subaccount and Company Matching Contribution Subaccount, unless otherwise provided by the Company or Compensation Committee, where applicable, at the time the Company Discretionary Contribution Amount or Company Matching Contribution Amount is made.

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### ARTICLE VI

#### *DISTRIBUTIONS*

##### 6.1 *Form of Payment.*

Distributions of all Accounts, and earnings thereon, shall be made in cash. All unpaid Account balances shall be distributed in a lump sum in the February following a Participant's 85<sup>th</sup> birthday.

##### 6.2 *Distributions of Accounts.*

(a) *Distribution Due to Termination on Account of Retirement.* In the case of a Participant who terminates employment with the Company due to Retirement, and has an Account balance of \$50,000 or more, the Distributable Amount shall be paid to the Participant in substantially equal annual installments over ten years beginning on the Participant's Payment Date. An optional form of benefit may be elected by the Participant, on a form provided by the Company, or, if permitted by the Committee, via voice response, internet or other approval technology, during an election period, from among the following:

- (i) A lump sum distribution on the Participant's Payment Date;
- (ii) Substantially equal annual installments over five years beginning on the Participant's Payment Date;
- (iii) Substantially equal annual installments over fifteen years beginning on the Participant's Payment Date.

A Participant may modify the form of benefit that he or she has previously elected, provided such modification occurs at least one year before the Participant terminates employment with Company due to Retirement.

A Participant may delay the Payment Date for any Plan Year to a date after his or her Retirement, but in no event later than the date he or she turns age 85, provided such extension occurs at least one year before the Participant's Retirement date. Under no circumstances may any such election to delay be made once a Participant is notified that he will receive severance benefits from the Company or a Related Company. The Committee may, in its sole discretion, reject any requested change in order to preserve the terms and intent of the Plan. The Participant may delay his or her Payment Date only once.

In the case of a Participant who has an Account of less than \$50,000, the Distributable Amount shall be paid to the Participant (and after his or her death to his or her Beneficiary) in a lump sum distribution on the Participant's Payment Date.

If any distribution from the Plan shall have the effect of reducing disability benefits receivable by the Participant under any other policy, plan, program or arrangement, such distribution may be postponed, in the sole discretion of the Committee, upon application by the Participant.

The Participant's Account shall continue to be credited with earnings pursuant to Article IV of the Plan until all amounts credited to his or her Account under the Plan have been distributed.

If a Participant meets the eligibility for Retirement, the distribution method elected by the Participant for Retirement shall apply, even if the Participant also terminates employment for another reason (e.g., Involuntary Separation or Disability). If a Participant who meets the eligibility for Retirement is terminated for Cause (as determined in the sole discretion of the Committee), the Committee may require the Participant's account to be paid in a lump sum as soon as practicable, as provided in Section 6.1(c).

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(b) *Distribution Due to Termination on Account of Disability.* In the case of a Participant who terminates employment with the Company due to Disability, the Account Balance shall be paid to the Participant in a lump sum. In the case of such a Participant whose Account balance is \$50,000 or more, an optional form of benefit may be elected by the Participant, on a form provided by the Company, or, if permitted by the Committee, via voice response, internet or other approved technology, during a Participant's first election period, from among the following:

- (i) Substantially equal annual installments over five years beginning on the Participant's Payment Date;
- (ii) Substantially equal annual installments over ten years beginning on the Participant's Payment Date;
- (iii) Substantially equal annual installments over fifteen years beginning on the Participant's Payment Date.

If any distribution from the Plan shall have the effect of reducing Disability benefits receivable by the Participant under any other policy, plan, program or arrangement, such distribution may be postponed, in the sole discretion of the Committee, upon application by the Participant. However, a Participant may not modify the form or timing of the benefit that he or she previously elected, during the initial election period.

The Participant's Account shall continue to be credited with earnings pursuant to Article IV of the Plan until all amounts credited to his or her Account under the Plan have been distributed.

(c) *Distribution Due to Voluntary Termination or Termination For Cause.* In the case of a Participant who voluntarily terminates his or her employment from the Company or is terminated for Cause (as determined in the sole discretion of the Committee) from his or her employment with the Company, the Participant's Account balance shall be paid to the Participant in a lump sum beginning on the Participant's Payment Date.

(d) *Distribution Due to Involuntary Separation.* In the case of a Participant who is Involuntarily Terminated from his or her employment with the Company other than for Cause, as determined in the sole discretion of the Committee the Participant's Account balance shall be paid to the Participant in a lump sum on the Participant's Payment Date. In the case of such a Participant whose Account balance is \$50,000 or more, an optional form of benefit may be elected by the Participant, on a form provided by the Committee, or, if permitted by the Committee, via voice response, internet or other approved technology during an election period, from among the following:

- (i) Substantially equal annual installments over five years beginning on the Participant's Payment Date;
- (ii) Substantially equal annual installments over ten years beginning on the Participant's Payment Date.

The Participant's Account shall continue to be credited with earnings pursuant to Article IV of the Plan until all amounts credited to his or her Account under the Plan have been distributed.

A Participant may not modify the form or timing of the benefit that he or she previously elected, during the initial election period.

(e) *Distribution With Scheduled Withdrawal Date.*

In the case of a Participant who has elected a Scheduled Withdrawal Date, such Participant shall receive his or her Distributable Amount in a lump sum, but only with respect to those deferrals of Compensation, vested Company Discretionary Contribution Amounts and vested Company Matching Contribution Amounts and earnings or losses attributable thereto, as shall have been elected by the Participant to be subject to the Scheduled Withdrawal Date.

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In the case of a Participant who has a Distributable Amount of \$25,000 or more, the Participant may elect to receive his or her Distributable Amount on a form provided by the Committee, or, if permitted by the Committee, via voice response, internet or other approved technology during an election period, in substantially equal annual installments over two to five years. A Participant may modify the form of benefit that he or she has previously elected, provided such modification occurs at least one year before the Scheduled Withdrawal Date.

A Participant's Scheduled Withdrawal Date in a given Plan Year may be no earlier than three years from the last day of the Plan Year for which the deferrals of Compensation, Stock Option Gains, Restricted Stock, Company Discretionary Contribution Amounts and Company Matching Contribution Amounts are made, or such other time as may be permitted or required by applicable Treasury Regulations or Internal Revenue Service guidance. A Participant may extend the Scheduled Withdrawal Date for any Plan Year, provided such extension occurs at least one year before the Scheduled Withdrawal Date and is for a period of not less than two years from the Scheduled Withdrawal Date. Under no circumstances may any such election to delay be made once a Participant is notified that he will receive severance benefits from the Company or a Related Company. The Committee may, in its sole discretion, reject any requested change in order to preserve the terms and intent of the Plan. The Participant may modify any Scheduled Withdrawal Date in the manner set forth above, no more than two times.

In the event a Participant terminates employment with the Company prior to a Scheduled Withdrawal Date, other than by reason of death or Retirement, the portion of the Participant's Account associated with a Scheduled Withdrawal Date, which has not occurred prior to such termination, shall be distributed in accordance with the election made by the Participant on his or her initial election form.

Distributable Amounts subject to a Scheduled Withdrawal Date shall be paid in February of the Plan Year in which the Scheduled Withdrawal Date falls.

(f) *Distribution for Termination of Employment Due to Death.* In the case of the death of a Participant while employed by the Company, the Participant's Account balance shall be distributed to the Participant's Beneficiary, in a lump sum as soon as practicable following the end of the calendar quarter in which death occurs. In the event a Participant dies after his or her termination of employment and while receiving installment payments, the remaining installments shall be paid to the Participant's Beneficiary in a lump sum as soon as practicable following the end of the calendar quarter in which death occurs.

### 6.3 *Early Non-Scheduled Distributions.*

A Participant shall be permitted to elect an Early Distribution from his or her Account prior to the Payment Date, subject to the following restrictions:

(a) The election to take an Early Distribution shall be made by filing a form provided by and filed with the Committee or, if permitted by the Committee, via voice response, internet or other approved technology prior to the end of any calendar month.

(b) The amount of the Early Distribution shall equal up to 90% of the Participant's vested Account balance. Notwithstanding anything to the contrary in the Plan, amounts credited to the Stock Unit Sub-account Option Gains, Restricted Stock Awards and Company Matching Contribution Sub-account shall not be eligible for an

(c) The amount described in subsection (b) above shall be paid in a cash lump sum as soon as practicable after the end of the calendar month in which the Early Distribution election is made.

(d) If a Participant requests an Early Distribution of his or her entire vested Account, the remaining balance of his or her Account (10% of the Account) shall be permanently forfeited and the Company shall have no obligation to the Participant or his or her Beneficiary with respect to such forfeited amount. If a Participant receives an Early Distribution of less than his or her entire vested Account, such Participant shall forfeit 10% of the gross amount to be distributed from the Participant's Account and the Company shall have no obligation to the Participant or his or her Beneficiary with respect to such forfeited amount.

(e) If a Participant receives an Early Distribution of either all or a part of his or her Account, the Participant will be ineligible to participate in the Plan for the balance of the Plan Year and the following Plan Year; provided, however, that such individual shall remain an Participant in the Plan with respect to amounts already deferred.

(f) Early Distributions up to \$250,000 requested by executive officers of the Company must be reviewed and approved by the Management Committee. Early Distributions in excess of \$250,000 must be reviewed and approved by the Compensation Committee of the Company's Board of Directors.

#### 6.4 *Hardship Distribution.*

Except with respect to a Participant's Stock Unit Subaccount and Company Contribution Matching Subaccount, a Participant shall be permitted to elect a Hardship Distribution from his or her Deferral Compensation Subaccount and vested Company Discretionary Contribution Subaccounts prior to the Payment Date, subject to the following restrictions:

(a) The election to take a Hardship Distribution shall be made by filing a form provided by and filed with Committee prior to the end of any calendar month.

(b) The Committee shall have made a determination, in its sole discretion, that the requested distribution constitutes a Hardship Distribution.

(c) The amount determined by the Committee as a Hardship Distribution shall be paid in a cash lump sum as soon as practicable after the Hardship Distribution election is made and approved by the Committee.

(d) Notwithstanding anything to the contrary, no Hardship Distribution may be made to the extent that such hardship is or may be relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of the Participant's assets, to the extent the liquidation of assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals under this Plan.

#### 6.5 *Inability to Locate Participant.*

In the event that the Committee is unable to locate a Participant or Beneficiary within two years following the required Payment Date, the amount allocated to the Participant's Account shall be forfeited. If, after such forfeiture, the Participant or Beneficiary later claims such benefit, such benefit shall be reinstated without additional interest or earnings.

## ARTICLE VII

### ADMINISTRATION

#### 7.1 *Committee.*

A Committee shall be appointed by, and serve at the pleasure of, the Compensation Committee. The number of members comprising the Committee shall be determined by the Compensation Committee, which may from time to time vary the number of members. A member of the Committee may resign by delivering a written notice of resignation to the Compensation Committee. The Compensation Committee may remove any member by delivering a copy of its resolution of removal to such member. Vacancies in the membership of the Committee shall be filled promptly by the Compensation Committee.

#### 7.2 *Committee Action.*

The Committee shall act at meetings by affirmative vote of a majority of the members of the Committee. Any action permitted to be taken at a meeting may be taken without a meeting if, prior to such action, a written consent to the action is signed by a majority of members of the Committee and such written consent is filed with the minutes of the proceedings of the Committee. A member of the Committee shall not vote or act upon any matter which relates solely to himself or herself as a Participant. The Chairman or any other member or members of the Committee designated by the Chairman may execute any certificate or other written direction on behalf of the Committee.

#### 7.3 *Powers and Duties of the Committee.*

The Committee, on behalf of the Participants and their Beneficiaries, shall enforce the Plan in accordance with its terms, shall be charged with the general administration of the Plan, and shall have all powers necessary to accomplish its purposes, including, but not limited to, the following:

(i) To select the Funds in accordance with Section 3.2(a) hereof;

(ii) To construe and interpret the terms and provisions of this Plan;

(iii) To compute and certify to the amount and kind of benefits payable to Participants and their Beneficiaries;

(iv) To maintain all records that may be necessary for the administration of the Plan;

(v) To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by law;

(vi) To make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan as are not inconsistent with the terms hereof;

(vii) To appoint a Plan administrator, third-party recordkeeper, or any other agent, and to delegate to them such powers and duties in connection with the administration of the Plan as the Committee may from time to time prescribe; and

(viii) To take all actions necessary for the administration of the Plan.

#### 7.4 *Construction and Interpretation.*

The Committee shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretations or construction shall be final and binding on all parties, including but not limited to the Company and any Participant or Beneficiary. The Committee shall administer such terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan.

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#### 7.5 *Information.*

To enable the Committee to perform its functions, the Company shall supply full and timely information to the Committee on all matters relating to the Compensation of all Participants, their death or other events which cause termination of their participation in this Plan, and such other pertinent facts as the Committee may require.

#### 7.6 *Compensation, Expenses and Indemnity.*

(a) The members of the Committee shall serve without compensation for their services hereunder.

(b) The Committee is authorized at the expense of the Company to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. Expenses and fees in connection with the administration of the Plan shall be paid by the Company.

(c) To the extent permitted by applicable state law, the Company shall indemnify and hold harmless the Committee and each member thereof, the Board of Directors and any delegate of the Committee who is an employee of the Company against any and all expenses, liabilities and claims, including legal fees to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Company or provided by the Company under any bylaw, agreement or otherwise, as such indemnities are permitted under state law.

#### 7.7 *Quarterly Statements.*

Under procedures established by the Committee, a Participant shall receive a statement with respect to such Participant's Accounts on a quarterly basis. Such statement may be provided by electronic means.

#### 7.8 *Disputes.*

(a) *Claim.*

A person who believes that he or she is being denied a benefit to which he or she is entitled under this Plan (hereinafter referred to as "Claimant"), or his or her duly authorized representative, must file a written request for such benefit with the Committee, setting forth his or her claim within one year of the date such Claimant believes he or she was entitled to benefits under the Plan (as described in Section 7.8(e)). The request must be addressed to the Director, Executive Compensation of the Company at its then principal place of business.

(b) *Claim Decision.*

Upon receipt of a claim, the Committee (or its designee) shall deliver such reply within 90 days of receipt of the claim. The Committee may, however, extend the reply period before the end of such 90 days by notifying the Claimant in writing of the special circumstances requiring the extension and the date by which it expects to render its decision. Such extension will not exceed 90 days from the end of the initial period.

If the claim is denied in whole or in part, the Committee (or its designee) shall inform the Claimant in writing, setting forth: (i) the specific reason or reasons for such denial; (ii) the specific reference to pertinent provisions of this Plan on which such denial is based; (iii) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or such information is necessary; (iv) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (v) the time limits for requesting a review under subsection (c).

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(c) *Request For Review.*

Within 60 days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Committee review the determination of the Company. Such request must be addressed to the Director, Executive Compensation of the Company, at its then principal place of business. The Claimant or his or her duly authorized representative may request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits and submit issues and comments in writing for consideration by the Committee. If the Claimant does not request a review within such 60 day period, he or she shall be barred and estopped from challenging the Company's determination.

(d) *Review of Decision.*

Within 60 days after the Committee's receipt of a request for review, after considering all materials presented by the Claimant, the Committee will inform the Claimant in writing, the decision setting forth the specific reasons for the decision, written in a manner calculated to be understood by the Claimant, containing specific references to the pertinent provisions of this Plan on which the decision is based. If special circumstances require that the 60 day time period be extended, the Committee will so notify the Claimant in writing before the end of such period and indicate the date on which it expects to render its decision, which shall be no later than 120 days after receipt of the request for review.

(e) *Limitation on Actions.*

A Claimant must submit a written claim and exhaust this claim procedure before legal recourse of any type is sought. Any claim must be brought within one year after (a) in the case of any lump-sum payment, the date on which the payment was made; (b) in the case of an annuity payment or installment payment, the date of the first payment in the series of payments; or (c) for all other claims, the date on which the action complained of occurred. Any suit must be brought within one year after the date the Committee (or its designee) has made a final denial (or deemed denial) of a claim for benefits. Notwithstanding any other provision herein, any suit must be brought within two years after the date the claim first arose (as described above).

## ARTICLE VIII

### MISCELLANEOUS

#### 8.1 *Unsecured General Creditor.*

Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, claims, or interest in any specific property or assets of the Company. No assets of the Company shall be held in any way as collateral security for the fulfilling of the obligations of the Company under this Plan. Any and all of the Company's assets shall be, and remain, the general unpledged, unrestricted assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future, and the rights of the Participants and Beneficiaries shall be no greater than those of unsecured general creditors. It is the intention of the Company that this Plan be unfunded for purposes of the Code and for purposes of Title 1 of ERISA.

#### 8.2 *Restriction Against Assignment.*

The Company shall pay all amounts payable hereunder only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Accounts shall be liable for the debts, contracts, or engagements of any Participant, his or her Beneficiary, or successors in interest, nor shall a Participant's Accounts be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, sell, transfer, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, commute, assign, pledge, encumber or charge any distribution or payment from the Plan, voluntarily or involuntarily, the Committee, in its discretion, may cancel such distribution or payment (or any part thereof) to or for the benefit of such Participant, Beneficiary or successor in interest in such manner as the Committee shall direct.

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#### 8.3 *Withholding.*

Subject to Article II, there shall be deducted from each payment made under the Plan or any other Compensation payable to the Participant (or Beneficiary) all taxes which are required to be withheld by the Company in respect to such payment or this Plan. The Company shall have the right to reduce any payment (or compensation) by the amount of cash sufficient to provide the amount of said taxes.

#### 8.4 *Amendment, Modification, Suspension or Termination.*

The Compensation Committee may amend, modify, suspend or terminate the Plan in whole or in part, except that no amendment, modification, suspension or termination shall have any retroactive effect to reduce any amounts allocated to a Participant's Accounts. The Committee may also amend the Plan, provided that the Committee may only adopt amendments that i) apply to the general population of Participants and do not affect only officers of the Company; ii) do not have a material financial impact on the Company; or iii) are required by tax or legal statutes, regulations or pronouncements. In the event that this Plan is terminated, the amounts allocated to a Participant's Accounts shall be distributed to the Participant or, in the event of his or her death, his or her Beneficiary in a lump sum within 30 days following the date of termination.

#### 8.5 *Governing Law.*

This Plan shall be construed, governed and administered in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof.

#### 8.6 *Receipt or Release.*

Any payment to a Participant or the Participant's Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Committee and the Company. The Committee may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect.

#### 8.7 *Payments on Behalf of Persons Under Incapacity.*

In the event that any amount becomes payable under the Plan to a person who, in the sole judgment of the Committee, is considered by reason of physical or mental condition to be unable to give a valid receipt therefore, the Committee may direct that such payment be made to any person found by the Committee, in its sole judgment, to have assumed the care of such person. Any payment made pursuant to such determination shall constitute a full release and discharge of the Committee and the Company.

#### 8.8 *Limitation of Rights and Employment Relationship.*

Neither the establishment of the Plan nor any modification thereof, nor the creating of any fund or account, nor the payment of any benefits shall be construed as giving to any Participant, or Beneficiary or other person any legal or equitable right against the Company except as provided in the Plan; and in no event shall the terms of employment of any Employee or Participant be modified or in any way be affected by the provisions of the Plan.

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#### 8.9 *Headings.*

Headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

As evidence of the adoption of this Plan, effective December 17, 2003, by The Coca-Cola Company, this document is signed by its duly authorized officers.

**THE COCA-COLA COMPANY**

By: \_\_\_\_\_  
Executive Vice President and General Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Senior Vice President, Human Resources

Date: \_\_\_\_\_

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[THE COCA-COLA COMPANY DEFERRED COMPENSATION PLAN](#)

**DEFERRED COMPENSATION PLAN DELEGATION OF AUTHORITY  
FROM THE COMPENSATION COMMITTEE  
TO THE MANAGEMENT COMMITTEE**

The following parameters define the authority of the Management Committee for The Coca-Cola Company Deferred Compensation Plan (the "Plan") to act on behalf of the Compensation Committee of the Board of Directors. These are the general operating parameters of the Management Committee to carry out the administration of the Plan. This delegation supercedes the delegation made on December 19, 2001.

The Management Committee may:

- Establish and change from time to time the eligibility criteria for any reason, including to comply with all applicable laws relating to salary grade (or other similar measurement criteria) and compensation levels; provided, however, that the Management Committee may not adopt eligibility rules that affect only executive officers of the Company;
- Review and approve individual participant eligibility, including designating which individuals are eligible for equity deferrals under the Plan;
- Provide oversight of the administrative guidelines for the Plan;
- Respond (or delegate responsibility to respond) to individual claims of Plan participants and provide claims resolution procedures;
- Review and approve Hardship Withdrawal requests;
- Establish and change from time to time Sources of Deferrals and minimum and maximum deferral elections and distribution amounts;
- Establish (or delegate responsibility to establish) applicable benchmark funds for deemed investments;
- Construe and interpret the terms and provisions of this Plan;
- Compute and certify to the amount and kind of benefits payable to Participants and their Beneficiaries;
- Maintain all records that may be necessary for the administration of the Plan;
- Provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by law;
- Make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan as are not inconsistent with the terms hereof;
- Appoint a Plan administrator, third-party recordkeeper, or any other agent, and to delegate to them such powers and duties in connection with the administration of the Plan as the Management Committee may from time to time prescribe;
- Amend the Plan; provided that the Management Committee may only adopt amendments that i) apply to the general population of Participants and do not affect only officers of the Company; ii) do not have a material financial impact on the Company; or iii) are required by tax or legal statutes, regulations or pronouncements; and
- Take all actions necessary for the administration of the Plan.

With regards to specific executive officer transactions, the Management Committee may:

- Review and approve sources of deferral, deferral elections and distributions;
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- Review and approve Hardship Withdrawal Requests. With regard to such Hardship requests, the Management Committee is authorized to establish guidelines for approval that are consistent with IRS regulations, and to approve requests, within those specific guidelines, for all participants including Elected Corporate Officers;
  - Review and approve unscheduled in-service distributions up to \$250,000; and
  - Where applicable, determine if such officer is terminated for Cause, as defined in the Plan.
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## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (referred to as "Agreement") made and entered into this 1<sup>st</sup> day of August, 2003 by and between The Coca-Cola Company, a Delaware corporation ("Company") and Chatham International Corporation ("Consultant").

WITNESSETH:

**WHEREAS**, Consultant desires to perform consulting services for Company, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and agreement contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

### 1. *Consultant Undertakings*

1.1 Consultant, by the services of Brian G. Dyson, shall provide consultation to management of Company from time to time as requested by Company's Chairman and Chief Executive Officer (Douglas N. Daft) or his designees.

1.2 Such consultation shall include, without limitation, involvement with Company business plans, bottlers and joint ventures.

### 2. *Consulting Fees and Expenses*

2.1 As full and total compensation for services by Consultant under and during the term of this Agreement, Company shall pay to Consultant \$16,666.67 per month.

2.2 Company shall reimburse Consultant for expenses he may reasonably incur in connection with his performance hereunder provided such expenses are not reimbursed elsewhere and that all such expenses shall be approved in writing by Company's Office of the Chairman.

2.3 Consultant shall also be eligible for discretionary and periodic performance bonuses for exceptional service against specified tasks. Such discretionary bonus shall be determined by the CEO in consultation with the Compensation Committee of the Board of Directors.

### 3. *Term*

3.1 This Agreement shall commence on September 1, 2003 and shall expire on August 31, 2004. This Agreement may be extended by the mutual written agreement of Company and Consultant.

### 4. *Intellectual Property*

4.1 In this Agreement, "Intellectual Property" means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon. Consultant hereby assigns to Company all worldwide right, title and interest in and to Intellectual Property created, made, conceived, reduced to practice or authored by Consultant, or any persons provided by Consultant either solely or jointly with others, during the performance of this Agreement or with the use of information, materials or facilities of Company received by Consultant during the term of this Agreement. Company shall be free to make, have made, use and sell products utilizing the Intellectual Property assigned to Company.

4.2 Consultant shall promptly disclose to Company all Intellectual Property created by Consultant during the term of this Agreement.

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4.3 Consultant shall execute or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure for Company statutory protection including patent, trademark, trade secret or copyright protection throughout the world for all Intellectual Property assigned to Company pursuant to this Section. In addition, any Intellectual Property which qualifies as a work made for hire under the U.S. Copyright laws shall be a work made for hire and shall be owned by Company.

4.4 Consultant shall retain ownership of all Intellectual Property clearly documented as having been made solely by Consultant prior to the date of this Agreement and expressly excluded from this Agreement in an attachment hereto.

### 5. *Confidentiality*

5.1 It is presumed that Company has disclosed or may disclose to Consultant or Consultant may come in contact with or observe business information, know-how, marketing plans, trade secrets, inventions, and other intellectual property rights (all which are hereinafter jointly referred to as "Proprietary Information") that are either the property of Company or controlled by Company. Such Proprietary Information must be held in strict confidence by Consultant and must not be used or disclosed to any third party without the express prior written permission of an officer of Company. Consultant must safeguard all written materials that Company supplies to Consultant, must not copy or duplicate such materials without Company's prior written consent, and must return such materials to Company upon the completion of services hereunder or upon Company's request.

### 6. *Limitations*

6.1 For the duration of this Agreement, and for a period of two years thereafter, Consultant must not, without the prior written consent of Company, render services to any other firm, corporation, or individual engaged in a business competitive with that of Company. Any such performance constitutes a material breach of this Agreement.

### 7. *Miscellaneous*

7.1 *Independent Consultant.* Consultant is and will remain an independent consultant and not an employee of Company and has no authority to bind Company in any way. It is expressly understood that this undertaking does not constitute a joint venture. Consultant agrees that it shall have exclusive control and direction of those persons

engaged in performing the services provided for hereunder, and neither Consultant nor any of its employees or subconsultants shall be deemed to be employees of Company. Consultant agrees to assume full responsibility for the payment of all local, state and federal payroll and withholding taxes or contributions or taxes for unemployment insurance, pension, worker's compensation, or other social security or related protection with respect to those persons engaged in the performance of services in connection with this Agreement. Consultant further understands that Consultant is entitled to no other benefits hereunder except that compensation set forth in Section 2 above. It is understood that Consultant will not be required to work scheduled hours and Consultant may perform the services at those locations that Consultant deems appropriate to fulfill Consultant's obligations under this Agreement.

7.2 *Use of Company's Name.* Consultant must not, without Company's prior written approval, publish or use any advertising, sales promotion or publicity relating to services, reports and materials furnished by Consultant in which the name of Company is mentioned or its identity implied. In addition, Consultant agrees that it will not use Company's name in poor taste or in a disparaging manner.

7.3 *Governing Law.* This Agreement shall be subject to the laws of the State of Georgia, and the parties agree all disputes arising from or related to this Agreement shall be litigated in the state or federal courts located in Fulton County, Georgia. The parties agree that such courts shall be the

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exclusive forums for such disputes and hereby submit to the jurisdiction and venue of such courts for the litigation of all such disputes. The parties hereby waive any claims of improper venue or lack of personal or subject matter jurisdiction as to any such disputes.

7.4 *Waivers.* All waivers of a breach or violation of this Agreement by either party must be in writing and cannot operate as, or be construed to be, a waiver of subsequent breach hereof.

7.5 *Warranties.* Consultant certifies and warrants that:

- (1) Consultant has the experience and ability necessary to perform all services required by this Agreement.
- (2) Consultant has full power and authority to enter into and fully perform this Agreement, and no services, equipment, materials or reports furnished hereunder will in any way infringe upon or violate the rights of any third person, including, without limitation, rights of patent, trade secret, trademark or copyright.

7.6 *Code of Business Conduct.* Consultant acknowledges receipt by him of a copy of the Code of Business Conduct of The Coca-Cola Company, and agrees to be bound by its provisions.

#### 8. *Notices*

8.1 Unless otherwise provided for herein, all notices required or permitted hereunder shall be in writing and delivered to the respective parties at the addresses set forth below (or to such other addresses as either party may provide to the other party in accordance herewith), by hand delivery, by certified mail, return receipt requested, postage prepaid or by telegram, telex or telecopy, charges prepaid and shall be deemed served upon the date of deposit in the mail or at a telegraph office or upon the date of delivery if delivered by hand or by telex or telecopy:

If to The Coca-Cola Company, addressed to:

The Coca-Cola Company  
P.O. Drawer 1734  
Atlanta, Georgia 30301  
Attention: Office of the Chairman

If to Consultant, addressed to:

Mr. Brian G. Dyson  
[address intentionally deleted]

#### 9. *Entire Agreement*

9.1 This Agreement embodies the full and complete understanding of the parties hereto and supersedes any previous agreement, written or oral, relating to the subject matter hereof. The parties may modify this Agreement only by written instrument signed by each of the parties hereto.

#### 10. *Captions*

10.1 The captions used in this Agreement are for convenience only and cannot affect in any way the meaning or interpretation of any of the provisions set forth herein.

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#### 11. *Survival*

11.1 Sections 4, 5, 6 and 7 shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, Company and Consultant have executed this Agreement under seal as of the date first above written.

THE COCA-COLA COMPANY

By: /s/ STEVEN J. HEYER

Title: President and Chief Operating Officer

Date: January 22, 2004

CONSULTANT

By: /s/ BRIAN G. DYSON

Title: President—CIC

Date: January 22, 2004

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QuickLinks

[EXHIBIT 10.32](#)

[CONSULTING AGREEMENT](#)

**THE COCA-COLA COMPANY BENEFITS PLAN  
FOR MEMBERS OF THE BOARD OF DIRECTORS**

**Effective December 31, 2002**

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**ARTICLE I  
PURPOSE OF PLAN**

Effective December 31, 2002, The Coca-Cola Company adopted The Coca-Cola Company Benefits Plan for Members of the Board of Directors (the "Plan"). The purpose of the Plan is to provide certain individuals certain welfare benefits described in this Plan, in the Summary Plan Description (as amended, renamed, and/or replaced) for active employees, any summaries of material modification ("SMMs") issued with respect thereto (the SPD and any subsequent SMMs collectively shall be referred to herein as the "SPD"), and in any other applicable certificates of insurance coverage.

The SPD is attached hereto as Appendix B and is hereby incorporated by reference with those portions describing employee welfare benefits constituting a part of this Plan, except as set forth in a separate written plan document. The employee welfare benefits that are part of this Plan are identified in Appendix A of this Plan. Different versions of the SPD may apply to different classifications of individuals. In such case, the version(s) of the SPD applicable to such classification(s) of Eligible Individuals shall control.

**ARTICLE II  
DEFINITIONS**

Except as otherwise provided in the SPD, the following terms shall have the following meanings:

"*Benefits*" means the various welfare benefits made available to Eligible Individuals and their Dependents hereunder, as set forth in Appendix A. The component Benefits are described in more detail in the SPD. The manner by which such Benefits are provided, e.g., insured, self-funded, etc., and the entity(ies) responsible for Benefit administration are set forth in the SPD and any applicable certificates of insurance coverage.

"*Board*" means the Company's Board of Directors.

"*Committee*" shall mean the Benefits Committee appointed by the Senior Vice President, Human Resources to administer the Plan as provided in Article VII. This term is interchangeable with "Plan Administrator."

"*Company*" means The Coca-Cola Company.

"*Covered Dependent*" means each of the Dependents whom a Participant has elected to cover under the Plan as his or her Dependent.

"*Covered Person(s)*" means a Participant and/or his Covered Dependents, whichever is applicable.

"*Dependent*" means those eligible Dependents described in the plan documents for the component Benefits or in the SPD. The definition of eligible Dependent may vary for purposes of the component Benefits, and the definition contained in each Benefit description shall control.

"*Effective Date*" means the effective date of this Plan document, December 31, 2002.

"*Eligible Individual*" means an active or former member of the Board who is not an employee of the Company. As may be indicated in the SPD or Appendix A, different Eligible Individuals (e.g., active members or former members) may be eligible for different Benefit options.

"*Enrollment Period*" means the enrollment period designated by the Plan Administrator each Plan Year (as set forth in the annual enrollment materials) during which Participants make their Benefit elections for the succeeding Plan Year.

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"*Participant*" means an Eligible Individual who is deemed to have completed the election procedures set forth in the SPD.

"*Plan Year*" means the 12-month period beginning January 1 and ending on the subsequent December 31, or if shorter, such portion of a calendar year beginning with the date an individual becomes a Participant under this Plan and ending on December 31, or if earlier, the date when a Participant's coverage would otherwise end.

**ARTICLE III  
ELIGIBILITY AND PARTICIPATION**

Except as otherwise provided in the SPD, the following provisions shall govern eligibility and participation:

3.01 *Individual's Commencement of Participation.* Each Eligible Individual and Dependent shall be eligible to participate in the Plan under the terms and conditions specified in the SPD. Each Eligible Individual who is deemed to have completed the enrollment and election procedures described in the SPD may become a Participant on the date specified therein.

3.02 *Covered Dependent's Commencement of Participation.* Except as otherwise provided in the SPD, coverage with respect to a Covered Dependent will begin on the

same date that coverage begins for the Participant who elects such Dependent coverage.

3.03 *Cessation of Participation.* A Participant will cease to be a Covered Person, and all Benefit coverage with respect to the Participant and his or her Covered Dependents will end, as of the earliest of:

- (a) the date of the Plan's termination;
- (b) the date on which the Covered Person's coverage is canceled by reason of his or her failure to make timely payment of his share of the cost of Benefit coverage, if applicable;
- (c) the date on which the Participant ceases to be an Eligible Individual;
- (d) with respect to coverage of a Covered Dependent, the date on which the Dependent loses eligibility because he or she no longer qualifies as a Dependent under the Plan.

#### **ARTICLE IV ELECTION PROCEDURES**

Except as otherwise provided in the SPD, the following provisions shall govern Plan elections:

##### 4.01 *Election Procedures.*

- (a) Eligible Individuals shall be provided with sufficient information by which each Eligible Individual may elect Benefits for the upcoming Plan Year. Enrollment in the Plan for the Plan Year may be accomplished by either completion of designated written enrollment and election forms or utilization of a voice response unit or other comparable electronic communications device, or other reasonable procedure as the Plan Administrator shall designate. If enrollment is accomplished by means of a voice response unit, the Participant shall receive written confirmation of his or her Benefit election. The Participant's enrollment and Benefit election shall be effective as of the first day of the upcoming Plan Year and must be completed on or before such date as the Plan Administrator shall specify.
- (b) Unless otherwise provided in the SPD, if an individual becomes an Eligible Individual between annual Enrollment Periods, the Eligible Individual may enroll in the Plan as specified in the SPD.

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- (c) Each Benefit election shall remain effective throughout the Plan Year unless revoked or suspended in accordance with Section 4.02 of this Plan.
  - (d) Any Eligible Individual who fails to make a timely election after his or her initial Plan Year shall be deemed to have elected to continue the same Benefits and coverages then in effect for such Eligible Individual.

##### 4.02 *Revocation and Modification of Elections.*

- (a) The Plan Administrator may establish procedures by which a Participant may modify Benefit elections prior to the end of a Plan Year.
- (b) Any modification of an election under this Section shall be accompanied by the Participant's execution of a revised election form or other method established by the Plan Administrator and shall be effective at such time as the Plan Administrator shall prescribe.

#### **ARTICLE V BENEFITS AND CLAIMS**

Except as otherwise provided in the SPD, the following provisions shall govern Plan Benefits:

5.01 *Benefits Available.* The Benefits which a Participant may elect shall be subject to any additional limitations or restrictions set forth in the coverage documents for each such Benefit as described in the SPD.

5.02 *Provision of Benefits.* The Company shall provide the Benefits the Participant has elected under the Plan, in accordance with the terms of such Benefits as described in the SPD, in any other applicable program, contract or document, and in accordance with any conditions or restrictions imposed by an insurance company providing any Benefit.

5.03 *Insurance Contracts.* Some or all of the Benefits provided under the Plan may, at the discretion of the Company, be provided by the purchase of insurance contracts, as described in the SPD. Any dividends, retroactive rebates, or other refunds or credits which may become payable under any insurance or health care service contracts or benefit programs shall be the property of and retained by the Company. To the extent there is any conflict between the terms of this Plan or the SPD and the insurance documents, the insurance documents shall govern.

5.04 *Benefit Costs.* The Company shall, from time to time, evaluate the funding method for the Plan. The amount of Participant contributions, if any, and the method for payment of Participant contributions will be determined by the Company and disclosed to Participants in annual enrollment information.

##### 5.05 *Claims.* Except as otherwise provided in the SPD:

- (a) Claims payments with respect to Benefits under this Plan shall be made only with respect to claims or expenses incurred on and after the date an individual first becomes a Covered Person hereunder, and before the date participation ceases under Section 3.3. A claim or expense with respect to a Benefit shall be deemed to be incurred when the Covered Person is provided with the service which gives rise to the expense, not when the Covered Person is billed or charged for the service.
- (b) All claims for benefits under the Plan shall be made, processed and paid in accordance with the terms and conditions of the SPD and applicable program, insurance contract or other document that sets forth the terms of such Benefit. With respect to any self-funded Benefits provided under this Plan, a Covered Person's failure to cash a Benefit check within twelve months of issuance of such payment shall result in a forfeiture of such payment to the Plan.

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- (c) A Covered Person or other claimant shall be entitled to reimbursement or payment only if he (or his estate) applies for such reimbursement or payment on or before the date which is twelve months following the date the claim with respect to such Benefit was incurred.
  - (d) Any suit for Benefits must be brought within twelve months after the date the Plan Administrator (or his designee) has made a final denial (or deemed denial) of the claim. Notwithstanding any other provision herein, any suit for Benefits must be brought within two years after the date the claim for Benefits first arose.

5.06 *Claims Procedure and Appeal of Benefit Denials.* The process by which a claim for benefits shall be handled by the Plan Administrator and the process by which a Participant may appeal the denial of a claim for benefits are set forth in the SPD and incorporated herein by reference. As set forth in the SPD, insurance carriers (and other entities) may serve as the claims fiduciary with regard to certain Benefits.

5.07 *Coordination of Benefits with Other Plans.* As set forth in the SPD, in the event that a Covered Person is entitled to any benefits from another plan or policy, Benefits under this Plan may be reduced to an amount, which together with all other amounts paid under any other plan or policy, will not exceed the Benefits that would in fact be eligible for reimbursement under this Plan.

If a Covered Person is eligible for Medicare, Medicare will be primary to the extent permitted under applicable law—for example if a Covered Person receives Plan Benefits other than by virtue of current employment status.

5.08 *Reimbursement Agreement, Subrogation.*

- (a) As described in the SPD, if a Covered Person receives or becomes eligible to receive any dental, medical, vision and/or disability Benefit or other Benefit ("Reimbursable Benefit") arising from an accident, injury or illness for which the Covered Person has, may have, or has asserted any claim or rights to recovery against a third party or parties, then any payments by this Plan with respect to such Reimbursable Benefit shall be made on the condition that this Plan will be reimbursed by the Covered Person, to the extent of any amount or amounts received or receivable from or with respect to the third party or parties, whether by way of suit, judgment, settlement, compromise or otherwise and without regard to how the amount received from the third party or parties is characterized.
- (b) The "make whole doctrine" arising under federal common law and under state law does not apply to the Plan's reimbursement or subrogation rights. The Plan retains its reimbursement and subrogation rights described herein regardless of whether the Covered Person's receipt of payment from other sources fully reimburses the Covered Person or whether the Covered Person has been "made whole," (i.e., the Plan has the right of first reimbursement, even if the Covered Person is not fully compensated for his injury). The Plan's right of recovery applies to the full amount the Covered Person receives (unreduced by attorney's fees and other expenses). The Plan does not share the Covered Person's cost of recovery.
- (c) To the extent set forth in the SPD, the Covered Person may be obligated to sign a reimbursement agreement, as prescribed by the Plan Administrator, before any Reimbursable Benefits are paid from this Plan. If Reimbursable Benefits are to be paid with respect to an Covered Dependent who is a minor, the Plan Administrator may require the Participant to execute a reimbursement agreement on the minor's behalf. All Covered Persons shall be obligated to cooperate with this Plan in its efforts to enforce its reimbursement rights and to refrain from any actions that interfere with those rights. The Plan shall have the right to take all appropriate actions necessary to enforce its reimbursement rights in the event that a Covered Person refuses to sign a reimbursement agreement, refuses to reimburse this Plan in accordance with the Plan's reimbursement rights, or takes any other action inconsistent with

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the Plan's reimbursement rights. In such situations, the Plan's options shall include, without limitation, the right in appropriate cases to deny Benefits to an individual who refuses to sign a reimbursement agreement, to institute legal actions to recover sums wrongfully withheld or to obtain other relief, and/or to offset wrongfully withheld sums against future Benefit payments otherwise owed the Covered Person.

- (d) The Plan shall be subrogated to all claims, demands, actions and rights of recovery of the Covered Person against a third party or parties to the extent of any and all payments made by the Plan with respect to Reimbursable Benefits, and the reimbursement agreement shall so provide.

**ARTICLE VI  
AMENDMENT AND TERMINATION OF PLAN**

6.01 *Amendment of Plan.* The Committee reserves the right to amend the provisions of the Plan to any extent and in any manner it desires by execution of a written document describing the intended amendment(s). The Committee may amend the SPD(s) attached hereto at any time by preparation and publication of a revised SPD (or SMM).

6.02 *Termination of Plan.* The Company shall have no obligation whatsoever to maintain the Plan or any Benefit under the Plan for any given length of time. The Company reserves the right to terminate the Plan or any Benefit option under the Plan at any time. Upon termination or discontinuance of the Plan, all elections with respect to the Plan shall terminate, and payments with respect to Benefits shall be made only with respect to claims incurred on or prior to the date of the Plan's termination.

**ARTICLE VII  
COMMITTEE**

7.01 *Committee.* The Committee shall be responsible for the general administration of the Plan. In the absence of the appointment of a Committee, the functions and powers of the Committee shall reside with the Company. The Committee shall establish regulations for the day to day administration of the Plan. The Committee and its designated agents shall have the exclusive right and discretion to interpret the terms and conditions of the Plan and to decide all matters arising with respect to the Plan's administration and operation (including factual issues). Any interpretations or decisions so made shall be conclusive and binding on all persons, subject to the claims procedures set forth in each respective coverage document. The Committee or its designee may pay the expenses of administering the Plan or may reimburse the Company or other person performing administrative services with respect to the Plan if the Company or such other person directly pays such expenses at the request of the Committee.

7.02 *Authority to Appoint Advisors and Agents.* The Committee may appoint and employ such persons as it may deem advisable and as it may require in carrying out the provisions of the Plan. To the extent permitted by law, the members of the Committee shall be fully protected by any action taken in reliance upon advice given by such persons and in reliance on tables, valuations, certificates, determinations, opinions and reports which are furnished by any accountant, counsel, claims administrator or other expert who is employed or engaged by the Committee.

7.03 *Compensation and Expenses of Committee.* The members of the Committee shall receive no compensation for its duties hereunder, but the Committee shall be reimbursed for all reasonable and necessary expenses incurred in the performance of its duties, including counsel fees and expenses. Such expenses of the Committee, including

7.04 *Records.* The Committee shall keep or cause to be kept books and records with respect to the operations and administration of this Plan.

7.05 *Indemnification of Committee.* The Company agrees to indemnify and to defend to the fullest extent permitted by law any employee serving as a member of the Committee or as its delegate against all liabilities, damages, costs and expenses, including attorneys' fees and amounts paid in settlement of any claims approved by the Company, occasioned by any act or failure to act in connection with the Plan, unless such act or omission arises out of such employee's gross negligence, willful neglect or willful misconduct.

7.06 *Fiduciary Responsibility Insurance, Bonding.* If the Company has not done so, the Committee may purchase appropriate insurance on behalf of the Plan and the Plan's fiduciaries to cover liability or losses occurring by reason of the acts or omissions of a fiduciary; provided, however, that such insurance to the extent purchased by the Plan must permit recourse by the insurer against the fiduciary in the case of a breach of a fiduciary duty or obligation by such fiduciary. The cost of such insurance shall be paid out of the general assets of the Company. The Committee shall also obtain a bond covering all of the Plan's fiduciaries, to be paid from the general assets of the Company.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

8.01 *Plan Is Not an Employment Contract.* This Plan is not a contract of employment, and neither the Plan nor the payment of any Benefits will be construed as giving to any person any legal or equitable right to employment by the Company.

8.02 *Assignment.* If applicable, a Covered Person may authorize the Plan to directly pay the service provider or hospital that provided the Covered Person's covered care and treatment. Except as provided in any insurance contract providing benefits under this Plan, the foregoing sentence, or as otherwise provided in any a Covered Person may not assign or alienate any payment with respect to any Benefit which a Covered Person is entitled to receive from the Plan, and further, except as may be prescribed by law, no Benefits shall be subject to attachment or garnishment of or for a Covered Person's debts or contracts, except for recovery of overpayments made on a Covered Person's behalf by this Plan.

8.03 *Fraud.* No payments with respect to Benefits under this Plan will be paid if the Covered Person or the provider of service attempts to perpetrate a fraud upon the Plan with respect to any such claim. The Plan Administrator shall have the right to make the final determination of whether a fraud has been attempted or committed upon the Plan or if a misrepresentation of fact has been made, and its decision shall be final, conclusive and binding upon all persons. The Plan shall have the right to terminate an otherwise Eligible Individual's eligibility hereunder, fully recover any amounts, with interest, improperly paid by the Plan by reason of fraud, attempted fraud or misrepresentation of fact by a Covered Person or service provider and to pursue all other legal or equitable remedies.

8.04 *Funding Status of Plan.* Benefits under the Plan may be self-funded or provided through one or more insurance contracts selected and obtained by the Plan Administrator for that purpose, or any combination of the above. No Covered Person or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Company from which any payment under the Plan may be made.

8.05 *Construction.* This Plan shall be construed, administered and enforced according to the laws of the State of Georgia, except to the extent preempted by federal law. The headings and subheadings are set forth for convenient reference only and have no substantive effect whatsoever. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person, persons or entity may require.

8.06 *Conclusiveness of Records.* The records of the Company with respect to age, employment history, illnesses and all other relevant matters shall be conclusive for purposes of the administration of, and the resolution of claims arising under, the Plan.

8.07 *Right to Require Information and Reliance Thereon.* The Company, Plan Administrator, and claims administrator shall have the right to require any Covered Person to provide it and its agents with such information, in writing, and in such form as it may deem necessary to the administration of the Plan and may rely on that information in carrying out its duties hereunder. Any payment to a Covered Person in accordance with the provisions of the Plan in good faith reliance upon any written information provided by the Covered Person shall be in full satisfaction of all claims by the Covered Person.

8.08 *Income Taxes.* Company contributions under the Plan, if any, will generally be taxable to Participants. Except as otherwise may be provided in an individual agreement, the Participant shall bear the expense of any income tax required to be withheld from any Benefit payment. In the Plan Administrator's discretion, the amount of any applicable tax may be deducted from the cash payment, or paid by the Covered Person in any other manner permitted by the Plan Administrator.

IN TESTIMONY WHEREOF, The Coca-Cola Company has caused this document to be signed by its duly authorized officer, to be effective as of December 31, 2002.

**THE COCA-COLA COMPANY**

By: \_\_\_\_\_ /s/ COREATHA RUSHING  
Senior Vice President, Human Resources

Date: \_\_\_\_\_ 12/11/02

- a) Medical Benefits
- b) Dental Benefits
- c) Basic Life Insurance (Active Board Members only)
- d) Accidental Death and Dismemberment Insurance (Active Board Members only)
- e) Business Travel Accident Insurance (Active Board Members only)

***APPENDIX B***  
**SUMMARY PLAN DESCRIPTION**

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[Exhibit 10.33.1](#)

[ARTICLE I PURPOSE OF PLAN](#)

[ARTICLE II DEFINITIONS](#)

[ARTICLE III ELIGIBILITY AND PARTICIPATION](#)

[ARTICLE IV ELECTION PROCEDURES](#)

[ARTICLE V BENEFITS AND CLAIMS](#)

[ARTICLE VI AMENDMENT AND TERMINATION OF PLAN](#)

[ARTICLE VII COMMITTEE](#)

[ARTICLE VIII MISCELLANEOUS PROVISIONS](#)

[APPENDIX A WELFARE BENEFITS](#)

[APPENDIX B SUMMARY PLAN DESCRIPTION](#)

**AMENDMENT NUMBER ONE TO  
THE COCA-COLA COMPANY BENEFITS PLAN  
FOR MEMBERS OF THE BOARD OF DIRECTORS**

THIS AMENDMENT to The Coca-Cola Company Benefits Plan for Members of the Board of Directors (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

**W I T N E S S E T H:**

WHEREAS, Section 7.01 of the Plan provides that the Committee may amend the Plan at any time; and

WHEREAS, the Committee wishes to amend the Plan to address the use and disclosure of protected health information.

NOW, THEREFORE, the Committee hereby amends the Plan as follows:

Effective April 14, 2003, the following new Article IX shall be added:

*Article IX  
Protected Health Information*

Article IX is only applicable to medical, dental and employee assistance program benefits.

*9.01 Use and Disclosure of Protected Health Information.*

The Plan will use and disclose protected health information (PHI) for purposes related to the treatment through, payment for, and operation of health care functions. The Plan will disclose PHI to the Company only after receipt of proper confirmation from the Company that the Plan document has been amended to incorporate the following provisions and/or conditions relating to the use and disclosure of PHI.

(a) *Payment* for health care functions includes those activities undertaken by or performed on behalf of the Plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the Plan with respect to an individual to whom health care services are provided. Activities that constitute payment activities include, but are not limited to, the following activities:

1. Determination of eligibility or coverage (including the determination of cost sharing amounts);
2. Coordination of benefits;
3. Adjudication or subrogation of health benefit claims;
4. Risk adjusting amounts due based upon enrollee health status and demographic characteristics;
5. Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing;
6. Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
7. Utilization review activities, including precertification and preauthorization of services, concurrent and retrospective review of services; and
8. Disclosure to consumer reporting agencies of any of the following health information relating to collection of premiums or reimbursement:

(i) Name and address;

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(ii) Date of birth;

(iii) Social Security Number;

(iv) Payment history;

(v) Account number; and

(vi) Name and address of the health care provider and/or health plan.

(b) *Health Care Operations* include, but are not limited to, the following activities:

1. Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines (provided that the obtainment of generalizable knowledge is not the primary purpose of any studies resulting from such activities);
2. Population-based activities relating to the improving health or reducing health care costs, protocol development, case management and care coordination, and contacting of health care providers and patients with information about treatment alternatives (and related functions that do not include treatment);
3. Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs for students, trainees, or practitioners in areas of health care, and training of non-health care professionals;

4. Accreditation, certification, licensing, or credentialing activities;
5. Underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance);
6. Conducting or arranging for medical review, legal services, and auditing functions (including fraud and abuse detection and compliance programs);
7. Business planning and development, such as conducting cost- management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of methods of payment or coverage policies;
8. Business management and general administrative activities of the Plan, including (but not limited to):
  - (i) Management activities relating to implementation of and compliance with the requirements of HIPAA's administrative simplification regulations;
  - (ii) Customer service, including the provision of data analyses for policy holders or other customers (provided that protected health information is not disclosed to such policy holder or customer);
  - (iii) Resolution of internal grievances;
  - (iv) Due diligence in connection with the sale or transfer of assets to a potential successor in interest (if the potential successor in interest is a covered entity under HIPAA or will become a covered entity following the sale or transfer); and
  - (v) Creating de-identified health information, fundraising for the benefit of the covered entity, and marketing for which an individual authorization is not required.

9.02 *Use and Disclosure of PHI as Required by Law or as Permitted by Authorization of the Participant or Beneficiary.* With authorization, the Plan will disclose PHI to the other plans sponsored by the Company for purposes related to administration of these plans.

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9.03 *Conditions relating to the Use and Disclosure of PHI by the Company the Company agree to the following conditions relating to the use and disclosure of PHI:*

- (a) The Company will not use or further disclose PHI other than as permitted or required by the Plan document or required by law;
- (b) The Company will ensure that any agents, including subcontractors, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Company with respect to such PHI;
- (c) The Company will not use or disclose PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Company (unless authorized to do so by the individual);
- (d) The Company will report to the Plan any use or disclosure of PHI that is inconsistent with the uses or disclosures provided for in the Plan document of which the Company becomes aware;
- (e) The Company will make PHI available to the individual in accordance with the access requirements of HIPAA;
- (f) The Company will make PHI available to the individual for amendment and incorporate any amendments to PHI in accordance the amendment requirements of HIPAA;
- (g) The Company will make available such information as is required to provide an accounting of disclosures in accordance with the requirements of HIPAA;
- (h) The Company will make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the requirements of HIPAA;
- (i) The Company will, if feasible, return or destroy all PHI received from the Plan that the Company still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which the disclosure was made. Where such return or destruction is not feasible, the Company will limit further uses or disclosures to those purposes that make the return or destruction of the PHI infeasible.

9.04 *Establishment and Maintenance of Adequate Separation between the Company.* In accordance with the requirements of HIPAA, only the following employees/classes of employees will be given access to PHI to be disclosed:

Barbara Gilbreath	Sharon Ray	Leah Thomason
Jill Welch	Angela Green	Cheryl Lee
Inga Vaystikh Smith	Ann Kroboth	Sandy Lewis
Lisa Bremmer	Porcha Cook	Lisa Taylor

The persons described above will only have access to and use PHI for purposes of Plan administration functions that the Company performs for the Plan.

9.05 *Noncompliance by Plan Administrative Personnel:* In the event that the employee/class of employees described in subsection 9.04 above fail to comply with the terms of the Plan document, the Company shall provide an effective mechanism for the resolution of any such noncompliance issues, to include disciplinary measures.

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IN WITNESS WHEREOF, the Committee has adopted this Amendment on the date shown below, but effective as of the dates indicated above.

The Coca-Cola Company Benefits Committee

By \_\_\_\_\_ /s/ BARBARA S. GILBREATH

Date \_\_\_\_\_ 4/15/2003

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QuickLinks

[Exhibit 10.33.2](#)

[AMENDMENT NUMBER ONE TO THE COCA-COLA COMPANY BENEFITS PLAN FOR MEMBERS OF THE BOARD OF DIRECTORS](#)

[WITNESSETH](#)

[Article IX Protected Health Information](#)

**AMENDMENT NUMBER TWO TO  
THE COCA-COLA COMPANY BENEFITS PLAN  
FOR MEMBERS OF THE BOARD OF DIRECTORS**

THIS AMENDMENT to The Coca-Cola Company Benefits Plan for Members of the Board of Directors (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

**W I T N E S S E T H:**

WHEREAS, the Plan was previously amended by instrument dated April 15, 2003 in order to address the use and disclosure of protected health information; and

WHEREAS, Section 6.01 of the Plan provides that the Committee may amend the Plan at any time; and

WHEREAS, the Committee wishes to amend the Plan in order to correct a typographical error and to clarify certain information that is not considered to be protected health information.

NOW, THEREFORE, the Committee hereby amends the Plan as follows, effective as of the dates specified herein:

***Effective December 31, 2002:***

Article II shall be amended by inserting "The Coca-Cola Company" immediately before "Benefits Committee" in the first sentence of the definition of "Committee."

***Effective August 15, 2003:***

Article IX, which was incorporated into the Plan by Amendment Number One, shall be amended as follows:

1. Section 9.01 shall be amended by adding the following sentence to the end of the first paragraph:

"Notwithstanding any provision to the contrary, PHI shall not include enrollment/disenrollment information or summary health information disclosed to the Company by the Plan (or a business associate, health insurance issuer or HMO on behalf of the Plan)."

2. Section 9.02 shall be amended by adding the following sentence to the end of the section:

"The Plan will disclose PHI to other entities without authorization from a participant or beneficiary if such disclosure is required by law."

3. Section 9.03 shall be amended to correct a typographical error by separating the inadvertently combined title and first sentence to read as follows:

"9.03 *Conditions Relating to the Use and Disclosure of PHI by the Company.* The Company agrees to the following conditions relating to the use and disclosure of PHI:"

4. Subsection 9.03(f) shall be amended by inserting the word "with" between the phrases "...PHI in accordance" and "the amendment..."

5. Section 9.04 shall be amended by (i) correcting the title to read "*Establishment and Maintenance of Adequate Separation between the Company and Plan*," (ii) changing the name "Ann Kroboth" to "Ann Cegielski," (iii) deleting the names "Sandy Lewis" and "Lisa Bremmer," and (iv) inserting the names "Beverly Friez," "Debra Davis," "Angela Coppola," "Linda Hodges," "Flo Lue" and "Miatta Wright."

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IN WITNESS WHEREOF, the Committee has adopted this Amendment Number Two on the date shown below, but effective as of the dates indicated above.

The Coca-Cola Company Benefits Committee

By: \_\_\_\_\_ /s/ BARBARA S. GILBREATH

Date: \_\_\_\_\_ Aug. 27, 2003

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**The Coca-Cola Company and Subsidiaries**  
**Computation of Ratios of Earnings to Fixed Charges**  
(IN MILLIONS EXCEPT RATIOS)

	Year Ended December 31,				
	2003	2002	2001	2000	1999
<b>Earnings:</b>					
Income from continuing operations before income taxes and changes in accounting principles	\$ 5,495	\$ 5,499	\$ 5,670	\$ 3,399	\$ 3,819
Fixed charges	220	236	327	489	386
Less: Capitalized interest, net	(1)	(1)	(8)	(11)	(18)
Equity income, net of dividends	(294)	(256)	(54)	380	292
Adjusted earnings	\$ 5,420	\$ 5,478	\$ 5,935	\$ 4,257	\$ 4,479
<b>Fixed charges:</b>					
Gross interest incurred	\$ 179	\$ 200	\$ 297	\$ 458	\$ 355
Interest portion of rent expense	41	36	30	31	31
Total fixed charges	\$ 220	\$ 236	\$ 327	\$ 489	\$ 386
Ratios of earnings to fixed charges	24.6	23.2	18.1	8.7	11.6

The Company is contingently liable for guarantees of indebtedness owed by third parties in the amount of \$280 million. Fixed charges for these contingent liabilities have not been included in the computation of the above ratios as the amounts are immaterial and, in the opinion of Management, it is not probable that the Company will be required to satisfy the guarantees.

QuickLinks

[EXHIBIT 12.1](#)

[The Coca-Cola Company and Subsidiaries Computation of Ratios of Earnings to Fixed Charges \(IN MILLIONS EXCEPT RATIOS\)](#)

**Subsidiaries of The Coca-Cola Company  
As of December 31, 2003**

	Organized Under Laws of:	Percentages of Voting Power
The Coca-Cola Company	Delaware	
Subsidiaries:		
Barq's, Inc.	Mississippi	100
Bottling Investments Corporation	Delaware	100
ACCBC Holding Company	Georgia	100
Caribbean Refrescos, Inc.	Delaware	100
CRI Financial Corporation, Inc.	Delaware	100
Coca-Cola Oasis, Inc.	Delaware	100
Caribbean International Sales Corporation, Inc.	Nevada	100
Carolina Coca-Cola Bottling Investments, Inc.	Delaware	100
Coca-Cola Financial Corporation	Delaware	100
Coca-Cola Interamerican Corporation	Delaware	100
FTZ Coca-Cola Industrias S.A.	Costa Rica	100
Montevideo Refrescos, S.A.	Uruguay	100
Coca-Cola South Asia Holdings, Inc.	Delaware	100
Coca-Cola (China) Investments Ltd.	China	100
Coca-Cola (China) Beverages Limited	China	100
Coca-Cola Beverages Vietnam Ltd.	Vietnam	77.70
Coca-Cola India Limited	India	100
Coca-Cola (Thailand) Limited	Thailand	100
Coca-Cola Tea Products Co. Ltd.	Japan	100
CTI Holdings, Inc.	Delaware	100
55th & 5th Avenue Corporation	New York	100
F&NCC (Singapore) Pte. Ltd.	Singapore	100
Odwalla, Inc.	Delaware	100
Piedmont Partnership Holding Company	Delaware	100
The Coca-Cola Export Corporation	Delaware	100
Atlantic Industries	Cayman Islands	100
Coca-Cola Beverages Pakistan Ltd.	Pakistan	90.52
Coca-Cola Bottlers Manufacturing (Dongguan) Co. Ltd.	China	100
Coca-Cola Holdings (Asia) Limited	Japan	100
Dulux CBAI 2003 BV	The Netherlands	100
Schweppes Namibia (Prop) Ltd.	Namibia	100
Valser Trading AG	Switzerland	100
Barlan, Inc.	Delaware	100
Coca-Cola Drikker AS	Norway	100
Hindustan Coca-Cola Holdings Pvt. Ltd.	India	100
Hindustan Coca-Cola Beverages Pvt. Ltd.	India	100
S.A. Coca-Cola Financial Services N.V.	Belgium	99.20
Soft Drinks Holdings S.N.C.	France	100
Varoise de Concentrés S.A.	France	100
Worldwide Creative Services	Delaware	100

Beverage Products, Ltd.	Delaware	100
Beverage Brands, S.A.	Peru	50
Corporacion Inca Kola	Peru	50
CCHBC Grouping Inc.	Delaware	100
Coca-Cola Beverages Japan	Japan	67.40
Coca-Cola Bottlers of Sweden	Sweden	100
Coca-Cola Canners of Southern Africa (Pty) Limited	South Africa	51.55
Coca-Cola China Limited	Hong Kong	100

Coca-Cola Computer Services GES.m.b.H.	Austria	100
Coca-Cola de Chile S.A.	Chile	100
Coca-Cola de Colombia, S.A.	Colombia	100
Coca-Cola East Africa Limited	Kenya	100
Coca-Cola Erfrischungsgetranke AG	Germany	80
Coca-Cola G.m.b.H.	Germany	100
Coca-Cola Ges.m.b.H.	Austria	100
Coca-Cola Holdings West Japan, Inc.	Japan	100
Coca-Cola Industrias Ltda.	Brazil	100
Recofarma Industria do Amazonas Ltda.	Brazil	100
Coca-Cola Ltd.	Canada	100
The Minute Maid Company Canada Inc.	Canada	100
Coca-Cola (Japan) Company, Limited	Japan	100
Coca-Cola Korea Company, Limited	Korea	100
Coca-Cola Nigeria Limited	Nigeria	100
Coca-Cola Overseas Parent Limited	Delaware	100
Coca-Cola Holdings (Overseas) Limited	Delaware & Australia	100
Coca-Cola Southern Africa (Pty) Limited	South Africa	100
Companhia Mineira de Refrescos Ltda.	Brazil	100
Conco Limited	Cayman Islands	100
Dulux CBEXINMX 2003 BV	The Netherlands	100
International Beverages	Ireland	100
Refreshment Product Services, Inc.	Delaware	100
Beverage Services Ltd.	England and Wales	100
Coca-Cola Holdings (Nederland) B.V.	Netherlands	100
Coca-Cola Holdings (United Kingdom) Limited	England and Wales	100
Coca-Cola Hungary Services, Ltd.	Hungary	90
Coca-Cola Italia SRL	Italy	100
Coca-Cola Mesrubat Pazarlama ve Danismanlik Hizmetleri A.S.	Turkey	100
Coca-Cola Norge A/S	Norway	100
Coca-Cola Servicios de Venezuela C.A.	Venezuela	100
Coca-Cola South Pacific Pty. Limited	Australia	100
Minute Maid Juices SA/NV	Belgium	100
Soft Drink Services Co.	Delaware	100
SA Coca-Cola Services NV	Belgium	100
Servicios y Productos para Bebidas Refrescantes S.R.L.	Argentina	100
Refrescos Envasados S.A.	Spain	100
Compania de Servicios de Bebidas Refrescantes SLR	Spain	99,99
Refrescos Guararapes Ltda.	Brazil	100

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Refrigerantes Minas Gerais	Brazil	100
The Inmex Corporation	Florida	100
Servicios Integrados de Administracion y Alta Gerencia, S.A. de C.V.	Mexico	100

Other subsidiaries whose combined size is not significant:

- 11 consolidated domestic wholly owned subsidiaries
- 111 consolidated foreign wholly owned subsidiaries
- 4 consolidated foreign majority-owned subsidiaries

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[Subsidiaries of The Coca-Cola Company As of December 31, 2003](#)

**CONSENT OF INDEPENDENT AUDITORS**

We consent to the incorporation by reference in the registration statements and related prospectuses of The Coca-Cola Company listed below of our report dated February 9, 2004, with respect to the consolidated financial statements and schedule of The Coca-Cola Company included in this Annual Report on Form 10-K for the year ended December 31, 2003:

1. Registration Statement Number 2-88085 on Form S-8
2. Registration Statement Number 33-39840 on Form S-8
3. Registration Statement Number 333-78763 on Form S-8
4. Registration Statement Number 2-58584 on Form S-8
5. Registration Statement Number 33-26251 on Form S-8
6. Registration Statement Number 2-79973 on Form S-3
7. Registration Statement Number 2-98787 on Form S-3
8. Registration Statement Number 33-21530 on Form S-3
9. Registration Statement Number 33-45763 on Form S-3
10. Registration Statement Number 33-50743 on Form S-3
11. Registration Statement Number 33-61531 on Form S-3
12. Registration Statement Number 333-27607 on Form S-8
13. Registration Statement Number 333-35298 on Form S-8
14. Registration Statement Number 333-59936 on Form S-3
15. Registration Statement Number 333-59938 on Form S-3
16. Registration Statement Number 333-83270 on Form S-8
17. Registration Statement Number 333-83290 on Form S-8
18. Registration Statement Number 333-88096 on Form S-8

**ERNST & YOUNG LLP**

Atlanta, Georgia  
February 27, 2004

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[CONSENT OF INDEPENDENT AUDITORS](#)

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of The Coca-Cola Company (the "Company"), do hereby appoint STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ DOUGLAS N. DAFT

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Chairman of the Board,  
Chief Executive Officer and Director  
The Coca-Cola Company

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, STEVEN J. HEYER, President and Chief Operating Officer of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ STEVEN J. HEYER

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President and Chief Operating Officer  
The Coca-Cola Company

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ GARY P. FAYARD

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Executive Vice President  
and Chief Financial Officer  
The Coca-Cola Company

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, CONNIE D. MCDANIEL, Vice President and Controller of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ CONNIE D. MCDANIEL

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Vice President and Controller  
The Coca-Cola Company

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, HERBERT A. ALLEN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ HERBERT A. ALLEN

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, RONALD W. ALLEN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ RONALD W. ALLEN

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, CATHLEEN P. BLACK, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ CATHLEEN P. BLACK

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, WARREN E. BUFFETT, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ WARREN E. BUFFETT

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, BARRY DILLER, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ BARRY DILLER

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, DONALD R. KEOUGH, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ DONALD R. KEOUGH

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, SUSAN BENNETT KING, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ SUSAN BENNETT KING

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, MARIA ELENA LAGOMASINO, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ MARIA ELENA LAGOMASINO

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, DONALD F. MCHENRY, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ DONALD F. MCHENRY

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, ROBERT L. NARDELLI, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ ROBERT L. NARDELLI

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, SAM NUNN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ SAM NUNN

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, J. PEDRO REINHARD, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ J. PEDRO REINHARD

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, JAMES D. ROBINSON III, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ JAMES D. ROBINSON III

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, PETER V. UEBERROTH, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of

1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ PETER V. UEBERROTH

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Director  
The Coca-Cola Company

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS THAT I, JAMES B. WILLIAMS, a Director of The Coca-Cola Company (the "Company"), do hereby appoint DOUGLAS N. DAFT, Chairman of the Board, Chief Executive Officer and a Director of the Company, STEVEN J. HEYER, President and Chief Operating Officer of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, DEVAL L. PATRICK, Executive Vice President, General Counsel and Secretary of the Company, and CAROL C. HAYES, Assistant Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report for the year ended December 31, 2003 on Form 10-K, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February 2004.

/s/ JAMES B. WILLIAMS

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Director  
The Coca-Cola Company

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QuickLinks

[EXHIBIT 24.1](#)

[POWER OF ATTORNEY](#)

**CERTIFICATIONS**

I, Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company, certify that:

1. I have reviewed this annual report on Form 10-K of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) *[Reserved.]*
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2004

/s/ DOUGLAS N. DAFT

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Douglas N. Daft  
*Chairman, Board of Directors, and  
Chief Executive Officer*

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**CERTIFICATIONS**

I, Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company, certify that:

1. I have reviewed this report on Form 10-K of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) *[Reserved.]*
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2004

/s/ GARY P. FAYARD

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Gary P. Fayard  
*Executive Vice President and  
Chief Financial Officer*

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of The Coca-Cola Company (the "Company") on Form 10-K for the period ended December 31, 2003 (the "Report"), I, Douglas N. Daft, Chairman, Board of Directors, and Chief Executive Officer of the Company and I, Gary P. Fayard, Executive Vice President and Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) to my knowledge, the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DOUGLAS N. DAFT

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Douglas N. Daft  
*Chairman, Board of Directors, and  
Chief Executive Officer*  
February 27, 2004

/s/ GARY P. FAYARD

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Gary P. Fayard  
*Executive Vice President and  
Chief Financial Officer*  
February 27, 2004

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QuickLinks

[CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)

### CAUTIONARY STATEMENT RELATIVE TO FORWARD-LOOKING STATEMENTS

Certain written and oral statements made by our Company and subsidiaries or with the approval of an authorized executive officer of our Company may constitute "forward-looking statements" as defined under the Private Securities Litigation Reform Act of 1995, including statements made in this report and other filings with the Securities and Exchange Commission. Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future—including statements relating to volume growth, share of sales and earnings per share growth and statements expressing general optimism about future operating results—are forward-looking statements. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our Company's historical experience and our present expectations or projections. As and when made, management believes that these forward-looking statements are reasonable. However, caution should be taken not to place undue reliance on any such forward-looking statements since such statements speak only as of the date when made. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

The following are some of the factors that could cause our Company's actual results to differ materially from the expected results described in or underlying our Company's forward-looking statements:

- Economic and political conditions, especially in international markets, including civil unrest, product boycotts, governmental changes and restrictions on the ability to transfer capital across borders. Without limiting the preceding sentence, the current unstable economic and political conditions and civil unrest in the Middle East, North Korea or elsewhere, the unstable situation in Iraq, or the continuation or escalation of terrorism, could have adverse impacts on our Company's business results or financial condition.
- Changes in the nonalcoholic beverages business environment. These include, without limitation, changes in consumer preferences, including changes based on health and nutrition considerations; competitive product and pricing pressures; and our ability to gain or maintain share of sales in the global market as a result of actions by competitors. Factors such as these could impact our earnings, share of sales and volume growth.
- Foreign currency rate fluctuations, interest rate fluctuations and other capital market conditions. Most of our exposures to capital markets, including foreign currency and interest rates, are managed on a consolidated basis, which allows us to net certain exposures and, thus, take advantage of any natural offsets. We use derivative financial instruments to reduce our net exposure to financial risks. There can be no assurance, however, that our financial risk management program will be successful in reducing capital market exposures.
- Adverse weather conditions, which could reduce demand for Company products.
- The effectiveness of our advertising, marketing and promotional programs.
- Fluctuations in the cost and availability of raw materials, the cost of energy, transportation and other necessary services; our ability to maintain favorable supplier arrangements and relationships; and our ability to avoid disruptions in production output caused by events such as natural disasters, power outages, labor strikes or the like.
- Our ability to achieve earnings forecasts, which are generated based on projected volumes and sales of many product types, some of which are more profitable than others. There can be no assurance that we will achieve the projected level or mix of product sales.

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- Our ability to effectively align ourselves with our bottling system as we focus on increasing the investment in our brands; seeking efficiencies throughout the supply chain; delivering more value for our customers; and better meeting the needs of our consumers.
  - Changes in laws and regulations, including changes in accounting standards, taxation requirements (including tax rate changes, new tax laws and revised tax law interpretations), laws concerning food and beverages, competition laws, employment laws and environmental laws in domestic or foreign jurisdictions.
  - Our ability to penetrate developing and emerging markets, which also depends on economic and political conditions, and how well we are able to acquire or form strategic business alliances with local bottlers and make necessary infrastructure enhancements to production facilities, distribution networks, sales equipment and technology. Moreover, the supply of products in developing markets must match the customers' demand for those products, and due to product price and cultural differences, there can be no assurance of product acceptance in any particular market.
  - The uncertainties of litigation, as well as other risks and uncertainties detailed from time to time in our Company's Securities and Exchange Commission filings.

The foregoing list of important factors is not exclusive.