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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549  
**FORM 10-Q**

(Mark One)

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

For the quarterly period ended **June 30, 2017**

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 Number **001-02217**

*The Coca-Cola Company*

(Exact name of Registrant as specified in its Charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

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

**58-0628465**

(I.R.S. Employer  
Identification No.)

**30313**  
(Zip Code)

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

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 (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Emerging growth company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark if the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date.

Class of Common Stock

Outstanding as of July 24, 2017

\$0.25 Par Value

4,265,304,181 Shares

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THE COCA-COLA COMPANY AND SUBSIDIARIES

Table of Contents

|  | Page Number        |
|--|--------------------|
| <a href="#">Forward-Looking Statements</a>   | <a href="#">1</a>  |
| <b><a href="#">Part I. Financial Information</a></b>   |                    |
| Item 1. <a href="#">Financial Statements (Unaudited)</a>   | <a href="#">2</a>  |
| <a href="#">Condensed Consolidated Statements of Income</a><br><a href="#">Three and six months ended June 30, 2017 and July 1, 2016</a>               | <a href="#">2</a>  |
| <a href="#">Condensed Consolidated Statements of Comprehensive Income</a><br><a href="#">Three and six months ended June 30, 2017 and July 1, 2016</a> | <a href="#">3</a>  |
| <a href="#">Condensed Consolidated Balance Sheets</a><br><a href="#">June 30, 2017 and December 31, 2016</a>   | <a href="#">4</a>  |
| <a href="#">Condensed Consolidated Statements of Cash Flows</a><br><a href="#">Six months ended June 30, 2017 and July 1, 2016</a>                     | <a href="#">5</a>  |
| <a href="#">Notes to Condensed Consolidated Financial Statements</a>   | <a href="#">6</a>  |
| Item 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>  | <a href="#">39</a> |
| Item 3. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>   | <a href="#">63</a> |
| Item 4. <a href="#">Controls and Procedures</a>  | <a href="#">63</a> |
| <b><a href="#">Part II. Other Information</a></b>  |                    |
| Item 1. <a href="#">Legal Proceedings</a>  | <a href="#">63</a> |
| Item 1A. <a href="#">Risk Factors</a>  | <a href="#">64</a> |
| Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>  | <a href="#">64</a> |
| Item 6. <a href="#">Exhibits</a>   | <a href="#">65</a> |

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## FORWARD-LOOKING STATEMENTS

*This report contains information that may constitute "forward-looking statements." Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. However, the absence of these words or similar expressions does not mean that a statement is not forward-looking. 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 views about future operating results — are forward-looking statements. Management believes that these forward-looking statements are reasonable as and when made. However, caution should be taken not to place undue reliance on any such forward-looking statements because such statements speak only as of the date when made. Our Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. In addition, 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. These risks and uncertainties include, but are not limited to, those described in Part II, "Item 1A. Risk Factors" and elsewhere in this report and in our Annual Report on Form 10-K for the year ended December 31, 2016, and those described from time to time in our future reports filed with the Securities and Exchange Commission.*

**Part I. Financial Information**

*Item 1. Financial Statements (Unaudited)*

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(UNAUDITED)  
(In millions except per share data)

|  | Three Months Ended |                  | Six Months Ended |                  |
|--|--------------------|------------------|------------------|------------------|
|  | June 30,<br>2017   | July 1,<br>2016  | June 30,<br>2017 | July 1,<br>2016  |
| <b>NET OPERATING REVENUES</b>  | <b>\$ 9,702</b>    | <b>\$ 11,539</b> | <b>\$ 18,820</b> | <b>\$ 21,821</b> |
| Cost of goods sold   | 3,659              | 4,471            | 7,172            | 8,540            |
| <b>GROSS PROFIT</b>  | <b>6,043</b>       | <b>7,068</b>     | <b>11,648</b>    | <b>13,281</b>    |
| Selling, general and administrative expenses                               | 3,142              | 3,912            | 6,457            | 7,673            |
| Other operating charges  | 823                | 297              | 1,131            | 608              |
| <b>OPERATING INCOME</b>  | <b>2,078</b>       | <b>2,859</b>     | <b>4,060</b>     | <b>5,000</b>     |
| Interest income  | 165                | 164              | 320              | 308              |
| Interest expense   | 231                | 162              | 423              | 303              |
| Equity income (loss) — net   | 409                | 305              | 525              | 397              |
| Other income (loss) — net  | 203                | 1,133            | (351)            | 791              |
| <b>INCOME BEFORE INCOME TAXES</b>  | <b>2,624</b>       | <b>4,299</b>     | <b>4,131</b>     | <b>6,193</b>     |
| Income taxes   | 1,252              | 839              | 1,575            | 1,240            |
| <b>CONSOLIDATED NET INCOME</b>   | <b>1,372</b>       | <b>3,460</b>     | <b>2,556</b>     | <b>4,953</b>     |
| Less: Net income (loss) attributable to noncontrolling interests           | 1                  | 12               | 3                | 22               |
| <b>NET INCOME ATTRIBUTABLE TO SHAREOWNERS OF<br/>THE COCA-COLA COMPANY</b> | <b>\$ 1,371</b>    | <b>\$ 3,448</b>  | <b>\$ 2,553</b>  | <b>\$ 4,931</b>  |
| <b>BASIC NET INCOME PER SHARE<sup>1</sup></b>                              | <b>\$ 0.32</b>     | <b>\$ 0.80</b>   | <b>\$ 0.60</b>   | <b>\$ 1.14</b>   |
| <b>DILUTED NET INCOME PER SHARE<sup>1</sup></b>                            | <b>\$ 0.32</b>     | <b>\$ 0.79</b>   | <b>\$ 0.59</b>   | <b>\$ 1.13</b>   |
| <b>DIVIDENDS PER SHARE</b>   | <b>\$ 0.37</b>     | <b>\$ 0.35</b>   | <b>\$ 0.74</b>   | <b>\$ 0.70</b>   |
| <b>AVERAGE SHARES OUTSTANDING</b>  | <b>4,273</b>       | <b>4,323</b>     | <b>4,280</b>     | <b>4,325</b>     |
| Effect of dilutive securities  | 54                 | 54               | 50               | 54               |
| <b>AVERAGE SHARES OUTSTANDING ASSUMING DILUTION</b>                        | <b>4,327</b>       | <b>4,377</b>     | <b>4,330</b>     | <b>4,379</b>     |

<sup>1</sup> Calculated based on net income attributable to shareowners of The Coca-Cola Company.

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(UNAUDITED)  
(In millions)

|   | Three Months Ended |                 | Six Months Ended |                 |
|---|--------------------|-----------------|------------------|-----------------|
|   | June 30,<br>2017   | July 1,<br>2016 | June 30,<br>2017 | July 1,<br>2016 |
| <b>CONSOLIDATED NET INCOME</b>  | <b>\$ 1,372</b>    | <b>\$ 3,460</b> | <b>\$ 2,556</b>  | <b>\$ 4,953</b> |
| Other comprehensive income:   |                    |                 |                  |                 |
| Net foreign currency translation adjustment   | (103)              | 606             | 818              | 329             |
| Net gain (loss) on derivatives  | (177)              | (138)           | (298)            | (565)           |
| Net unrealized gain (loss) on available-for-sale securities                                   | 5                  | 109             | 164              | 161             |
| Net change in pension and other benefit liabilities   | (8)                | 58              | 33               | 89              |
| <b>TOTAL COMPREHENSIVE INCOME (LOSS)</b>  | <b>1,089</b>       | <b>4,095</b>    | <b>3,273</b>     | <b>4,967</b>    |
| Less: Comprehensive income (loss) attributable to noncontrolling interests                    | 1                  | 11              | 4                | 15              |
| <b>TOTAL COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO SHAREOWNERS OF THE COCA-COLA COMPANY</b> | <b>\$ 1,088</b>    | <b>\$ 4,084</b> | <b>\$ 3,269</b>  | <b>\$ 4,952</b> |

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(UNAUDITED)  
(In millions except par value)

|   | June 30,<br>2017 | December 31,<br>2016 |
|---|------------------|----------------------|
| <b>ASSETS</b>   |                  |                      |
| CURRENT ASSETS  |                  |                      |
| Cash and cash equivalents   | \$ 11,718        | \$ 8,555             |
| Short-term investments  | 11,016           | 9,595                |
| <b>TOTAL CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS</b>  | <b>22,734</b>    | <b>18,150</b>        |
| Marketable securities   | 4,490            | 4,051                |
| Trade accounts receivable, less allowances of \$473 and \$466, respectively                               | 4,024            | 3,856                |
| Inventories   | 2,790            | 2,675                |
| Prepaid expenses and other assets   | 2,866            | 2,481                |
| Assets held for sale  | 2,057            | 2,797                |
| <b>TOTAL CURRENT ASSETS</b>   | <b>38,961</b>    | <b>34,010</b>        |
| EQUITY METHOD INVESTMENTS   | 20,845           | 16,260               |
| OTHER INVESTMENTS   | 1,158            | 989                  |
| OTHER ASSETS  | 4,318            | 4,248                |
| PROPERTY, PLANT AND EQUIPMENT, less accumulated depreciation of \$10,441 and \$10,621, respectively       | 8,672            | 10,635               |
| TRADEMARKS WITH INDEFINITE LIVES  | 6,527            | 6,097                |
| BOTTLERS' FRANCHISE RIGHTS WITH INDEFINITE LIVES  | 772              | 3,676                |
| GOODWILL  | 9,449            | 10,629               |
| OTHER INTANGIBLE ASSETS   | 444              | 726                  |
| <b>TOTAL ASSETS</b>   | <b>\$ 91,146</b> | <b>\$ 87,270</b>     |
| <b>LIABILITIES AND EQUITY</b>   |                  |                      |
| CURRENT LIABILITIES   |                  |                      |
| Accounts payable and accrued expenses   | \$ 10,363        | \$ 9,490             |
| Loans and notes payable   | 14,355           | 12,498               |
| Current maturities of long-term debt  | 3,478            | 3,527                |
| Accrued income taxes  | 351              | 307                  |
| Liabilities held for sale   | 283              | 710                  |
| <b>TOTAL CURRENT LIABILITIES</b>  | <b>28,830</b>    | <b>26,532</b>        |
| LONG-TERM DEBT  | 31,805           | 29,684               |
| OTHER LIABILITIES   | 4,092            | 4,081                |
| DEFERRED INCOME TAXES   | 4,330            | 3,753                |
| THE COCA-COLA COMPANY SHAREOWNERS' EQUITY   |                  |                      |
| Common stock, \$0.25 par value; Authorized — 11,200 shares; Issued — 7,040 and 7,040 shares, respectively | 1,760            | 1,760                |
| Capital surplus   | 15,473           | 14,993               |
| Reinvested earnings   | 64,890           | 65,502               |
| Accumulated other comprehensive income (loss)   | (10,489)         | (11,205)             |
| Treasury stock, at cost — 2,772 and 2,752 shares, respectively  | (49,633)         | (47,988)             |
| <b>EQUITY ATTRIBUTABLE TO SHAREOWNERS OF THE COCA-COLA COMPANY</b>  | <b>22,001</b>    | <b>23,062</b>        |
| <b>EQUITY ATTRIBUTABLE TO NONCONTROLLING INTERESTS</b>  | <b>88</b>        | <b>158</b>           |
| <b>TOTAL EQUITY</b>   | <b>22,089</b>    | <b>23,220</b>        |
| <b>TOTAL LIABILITIES AND EQUITY</b>   | <b>\$ 91,146</b> | <b>\$ 87,270</b>     |

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(UNAUDITED)  
(In millions)

|   | Six Months Ended |                 |
|---|------------------|-----------------|
|   | June 30,<br>2017 | July 1,<br>2016 |
| <b>OPERATING ACTIVITIES</b>   |                  |                 |
| Consolidated net income   | \$ 2,556         | \$ 4,953        |
| Depreciation and amortization   | 629              | 903             |
| Stock-based compensation expense  | 114              | 119             |
| Deferred income taxes   | 620              | (178)           |
| Equity (income) loss — net of dividends   | (303)            | (224)           |
| Foreign currency adjustments  | 33               | 118             |
| Significant (gains) losses on sales of assets — net   | 259              | (762)           |
| Other operating charges   | 970              | 210             |
| Other items   | (68)             | (125)           |
| Net change in operating assets and liabilities  | (1,419)          | (1,194)         |
| Net cash provided by operating activities   | 3,391            | 3,820           |
| <b>INVESTING ACTIVITIES</b>   |                  |                 |
| Purchases of investments  | (10,047)         | (9,045)         |
| Proceeds from disposals of investments  | 8,337            | 9,518           |
| Acquisitions of businesses, equity method investments and nonmarketable securities            | (520)            | (723)           |
| Proceeds from disposals of businesses, equity method investments and nonmarketable securities | 2,055            | 420             |
| Purchases of property, plant and equipment  | (832)            | (1,085)         |
| Proceeds from disposals of property, plant and equipment                                      | 42               | 41              |
| Other investing activities  | (259)            | (63)            |
| Net cash provided by (used in) investing activities   | (1,224)          | (937)           |
| <b>FINANCING ACTIVITIES</b>   |                  |                 |
| Issuances of debt   | 18,586           | 15,947          |
| Payments of debt  | (14,910)         | (12,750)        |
| Issuances of stock  | 917              | 1,108           |
| Purchases of stock for treasury   | (2,197)          | (2,156)         |
| Dividends   | (1,584)          | (3,017)         |
| Other financing activities  | (15)             | 85              |
| Net cash provided by (used in) financing activities   | 797              | (783)           |
| <b>EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS</b>                           | <b>199</b>       | <b>238</b>      |
| <b>CASH AND CASH EQUIVALENTS</b>  |                  |                 |
| Net increase (decrease) during the period   | 3,163            | 2,338           |
| Balance at beginning of period  | 8,555            | 7,309           |
| Balance at end of period  | \$ 11,718        | \$ 9,647        |

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(UNAUDITED)

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Presentation***

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. They do not include all information and notes required by U.S. GAAP for complete financial statements. However, except as disclosed herein, there has been no material change in the information disclosed in the Notes to Consolidated Financial Statements included in the Annual Report on Form 10-K of The Coca-Cola Company for the year ended December 31, 2016.

When used in these notes, the terms "The Coca-Cola Company," "Company," "we," "us" and "our" mean The Coca-Cola Company and all entities included in our Condensed Consolidated Financial Statements. In the opinion of management, all adjustments (including normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and six months ended June 30, 2017 are not necessarily indicative of the results that may be expected for the year ending December 31, 2017. Sales of our nonalcoholic ready-to-drink beverages are somewhat seasonal, with the second and third calendar quarters accounting for the highest sales volumes. The volume of sales in the beverage business may be affected by weather conditions.

Each of our interim reporting periods, other than the fourth interim reporting period, ends on the Friday closest to the last day of the corresponding quarterly calendar period. The second quarter of 2017 and the second quarter of 2016 ended on June 30, 2017 and July 1, 2016, respectively. Our fourth interim reporting period and our fiscal year end on December 31 regardless of the day of the week on which December 31 falls.

***Advertising Costs***

The Company's accounting policy related to advertising costs for annual reporting purposes, as disclosed in Note 1 of our 2016 Annual Report on Form 10-K, is to expense production costs of print, radio, television and other advertisements as of the first date the advertisements take place. All other marketing expenditures are expensed in the annual period in which the expenditure is incurred.

For interim reporting purposes, we allocate our estimated full year marketing expenditures that benefit multiple interim periods to each of our interim reporting periods. We use the proportion of each interim period's actual unit case volume to the estimated full year unit case volume as the basis for the allocation. This methodology results in our marketing expenditures being recognized at a standard rate per unit case. At the end of each interim reporting period, we review our estimated full year unit case volume and our estimated full year marketing expenditures that benefit multiple interim periods in order to evaluate if a change in estimate is necessary. The impact of any changes in these full year estimates is recognized in the interim period in which the change in estimate occurs. Our full year marketing expenditures are not impacted by this interim accounting policy.

***Hyperinflationary Economies***

A hyperinflationary economy is one that has cumulative inflation of 100 percent or more over a three-year period. In accordance with U.S. GAAP, local subsidiaries in hyperinflationary economies are required to use the U.S. dollar as their functional currency and remeasure the monetary assets and liabilities not denominated in U.S. dollars using the rate applicable to conversion of a currency for purposes of dividend remittances. All exchange gains and losses resulting from remeasurement are recognized currently in income.

Venezuela has been designated as a hyperinflationary economy. During the six months ended July 1, 2016, the Venezuelan government devalued its currency and changed its official and most preferential exchange rate, which should be used for purchases of certain essential goods, to 10 bolivars per U.S. dollar from 6.3. The official and most preferential rate is now known as DIPRO. The Venezuelan government also announced a new rate known as DICOM, which is allowed to float freely and is expected to fluctuate based on supply and demand. Management determined that the DICOM rate was the most appropriate legally available rate to remeasure the net monetary assets of our Venezuelan subsidiary.

In addition to the foreign currency exchange exposure related to our Venezuelan subsidiary's net monetary assets, we also sell concentrate to our bottling partner in Venezuela from outside the country. These sales are denominated in U.S. dollars. We also have certain U.S. dollar-denominated intangible assets associated with products sold in Venezuela. As a result of weaker sales and the volatility of foreign currency exchange rates resulting from continued political instability, we recorded impairment charges of \$14 million and \$34 million during the three and six months ended June 30, 2017, respectively, in the line item other



operating charges in our condensed consolidated statements of income. As a result of these impairment charges, the remaining carrying value of all U.S. dollar-denominated intangible assets associated with products sold in Venezuela is zero.

#### ***Recently Issued Accounting Guidance***

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers*, which will replace most existing revenue recognition guidance in U.S. GAAP and is intended to improve and converge with international standards the financial reporting requirements for revenue from contracts with customers. The core principle of ASU 2014-09 is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. ASU 2014-09 also requires additional disclosures about the nature, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. ASU 2014-09 allows for adoption either on a full retrospective basis to each prior reporting period presented or on a modified retrospective basis with the cumulative effect of initially applying the new guidance recognized at the date of initial application, which will be effective for the Company beginning January 1, 2018.

The Company plans to adopt ASU 2014-09 and its amendments on a modified retrospective basis. We expect that ASU 2014-09's broad definition of variable consideration will require the Company to estimate and record certain variable payments resulting from collaborative funding arrangements, rebates and other pricing allowances earlier than it currently does. While we do not expect this change to have a material impact on our net operating revenues on an annual basis, we do expect that it will have an impact on our revenue in interim periods. Additionally, as a result of electing certain of the practical expedients available under the ASU, the Company expects there will be some reclassifications to or from net operating revenues, cost of goods sold, and selling, general and administrative expenses. As we continue our assessment, the Company is also identifying and preparing to implement changes to our accounting policies and practices, business processes, systems and controls to support the new revenue recognition and disclosure requirements. We are in the process of quantifying the identified differences that will result from applying the new guidance. Our assessment will be completed during fiscal year 2017.

In November 2015, the FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*. The amendments in this update are intended to simplify the presentation of deferred income taxes and require that deferred tax liabilities and assets be classified as noncurrent in a consolidated statement of financial position. These amendments may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. The standard was prospectively adopted by the Company on January 1, 2017. Had the Company retrospectively adopted the standard, as of December 31, 2016, the line items prepaid expenses and other assets and accounts payable and accrued expenses in our condensed consolidated balance sheet would have been reduced by \$80 million and \$692 million, respectively, as a result of reclassifying the current deferred tax assets and liabilities. The offsetting impact for the reclassifications as of December 31, 2016 would have increased the noncurrent line items other assets and deferred income taxes in our condensed consolidated balance sheet by \$54 million and \$666 million, respectively.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments — Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*, which addresses certain aspects of the recognition, measurement, presentation and disclosure of financial instruments. The amendment will be effective for the Company beginning January 1, 2018 and will require us to recognize any changes in the fair value of certain equity investments in net income. These changes are currently recognized in other comprehensive income ("OCI").

In February 2016, the FASB issued ASU 2016-02, *Leases*, which requires lessees to recognize on the balance sheet a right-of-use asset, representing their right to use the underlying asset for the lease term, and a lease liability for all leases with terms greater than 12 months. The guidance also requires qualitative and quantitative disclosures designed to assess the amount, timing and uncertainty of cash flows arising from leases. The standard requires the use of a modified retrospective transition approach, which includes a number of optional practical expedients that entities may elect to apply. ASU 2016-02 is effective for the Company beginning January 1, 2019 and we are currently evaluating the impact that ASU 2016-02 will have on our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-09, *Compensation — Stock Compensation: Improvements to Employee Share-Based Payment Accounting*. The standard is intended to simplify several areas of accounting for share-based compensation arrangements, including the income tax impact, classification on the statement of cash flows and forfeitures. The Company adopted ASU 2016-09 on January 1, 2017 by prospectively recognizing excess tax benefits and tax deficiencies in our consolidated statement of income as the awards vested or were settled. Effective January 1, 2017, the Company also prospectively presented excess tax benefits as an operating activity, rather than a financing activity, in our consolidated statement of cash flows. Had these changes been required to be adopted retrospectively, during the three and six months ended July 1, 2016, the Company would have recognized an additional \$24 million and \$120 million, respectively, of excess tax benefits in our condensed consolidated statements of income. Additionally, during the six months ended July 1, 2016, the Company would have reduced our financing activities and increased our operating activities by \$120 million, in our condensed consolidated statement of cash flows. The Company has elected, consistent with past practice, to estimate the number of awards that are expected to vest to determine the amount of stock-based compensation expense recognized in earnings.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments — Measurement of Credit Losses on Financial Instruments*, which requires measurement and recognition of expected credit losses for financial assets held. ASU 2016-13 is effective for the Company beginning January 1, 2020 and we are currently evaluating the impact that ASU 2016-13 will have on our consolidated financial statements.

In October 2016, the FASB issued ASU 2016-16, *Intra-Entity Transfers of Assets Other Than Inventory*, which requires the Company to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. ASU 2016-16 is effective for the Company beginning January 1, 2018 and will be applied using a modified retrospective basis. While we are still evaluating the impact of this ASU, we currently expect the cumulative-effect adjustment to be approximately \$2.7 billion. This amount will be recorded as a deferred tax asset in the line item other assets in our consolidated balance sheet.

In November 2016, the FASB issued ASU 2016-18, *Restricted Cash*. The amendments in this update address diversity in practice that exists in the classification and presentation of changes in restricted cash and require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. ASU 2016-18 is effective for the Company beginning January 1, 2018 and is required to be applied using a retrospective transition method to each period presented. The Company is currently evaluating the impact that ASU 2016-18 will have on our consolidated cash flows.

In January 2017, the FASB issued ASU 2017-01, *Clarifying the Definition of a Business*, which clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. ASU 2017-01 is required to be applied prospectively and will be effective for the Company beginning January 1, 2018. The impact on our consolidated financial statements will depend on the facts and circumstances of any specific future transactions.

In February 2017, the FASB issued ASU 2017-05, *Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets* which defines the term "in-substance nonfinancial asset" and clarifies the scope and accounting of a financial asset that meets the definition. ASU 2017-05 also provides guidance for partial sales of nonfinancial assets. ASU 2017-05 may be adopted under a retrospective or modified retrospective approach and is effective for the Company beginning January 1, 2018. We are currently evaluating the impact that ASU 2017-05 will have on our consolidated financial statements.

In March 2017, the FASB issued ASU 2017-07, *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*, which requires that the service cost component of the Company's net periodic pension cost and net periodic postretirement benefit cost be included in the same line item as other compensation costs arising from services rendered by employees, with the other components of net periodic benefit cost being classified outside of a subtotal of income from operations. Of the components of net periodic benefit cost, only the service cost component will be eligible for asset capitalization. ASU 2017-07 is effective for the Company beginning January 1, 2018 and is required to be applied retrospectively for the presentation of the service cost component and the other components of net periodic pension cost and net periodic postretirement benefit cost in the income statement. ASU 2017-07 allows a practical expedient for the estimation basis for applying the retrospective presentation requirements and requires the prospective adoption, on and after the effective date, for the capitalization of the service cost component of net periodic pension cost and net periodic postretirement benefit cost in assets. The Company is currently evaluating the impact that ASU 2017-07 will have on our consolidated financial statements.

## NOTE 2: ACQUISITIONS AND DIVESTITURES

### *Acquisitions*

During the six months ended June 30, 2017, our Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$20 million, which primarily related to the acquisition of AdeS, a plant-based beverage business, by the Company and several of its bottling partners in Latin America. Additionally, in conjunction with the refranchising of Coca-Cola Refreshments' ("CCR") Southwest operating unit ("Southwest Transaction"), we obtained an equity interest in AC Bebidas, S. de R.L. de C.V. ("AC Bebidas"), a subsidiary of Arca Continental, S.A.B. de C.V. ("Arca").

During the six months ended July 1, 2016, our Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$23 million, which primarily related to our acquisition of Xiamen Culiangwang Beverage Technology Co., Ltd. ("China Green"), a maker of plant-based protein beverages in China, and a minority investment in CHI Limited ("CHI"), a Nigerian producer of value-added dairy and juice beverages, which is accounted for under the equity method of accounting. Under the terms of the agreement for our investment in CHI, the Company is obligated to acquire the remaining ownership interest from the existing shareowners in 2019 based on an agreed-upon formula.

### *Divestitures*

During the six months ended June 30, 2017, proceeds from disposals of businesses, equity method investments and nonmarketable securities totaled \$2,055 million, primarily related to proceeds from the refranchising of certain bottling territories in North America and our China bottling operations.

During the six months ended July 1, 2016, proceeds from disposals of businesses, equity method investments and nonmarketable securities totaled \$420 million, primarily related to proceeds from the refranchising of certain bottling territories in North America.

### *Refranchising of China Bottling Operations*

In November 2016, the Company entered into definitive agreements for the sale of the Company-owned bottling operations in China to the two existing local franchise bottlers and to sell a related cost method investment to one of the franchise bottlers. As a result, the Company's bottling operations in China and a related cost method investment were classified as held for sale as of December 31, 2016. On April 1, 2017, the Company sold a substantial portion of its bottling operations in China to the two local franchise bottlers. We received \$740 million as a result of these sales and recognized a gain of \$9 million, which was included in the line item other income (loss) — net in our condensed consolidated statement of income. On June 30, 2017, we received an advance payment of \$191 million related to the remaining bottling operations and cost method investment, which has been reflected in the line item accounts payable and accrued expenses in our condensed consolidated balance sheet. The remaining bottling operations and cost method investment were sold on July 1, 2017.

### *North America Refranchising*

In conjunction with implementing a new beverage partnership model in North America, the Company refranchised bottling territories that were previously managed by CCR to certain of our unconsolidated bottling partners. These territories generally border these bottlers' existing territories, allowing each bottler to better service local customers and provide more efficient execution. By entering into comprehensive beverage agreements ("CBAs") with each of the bottlers, we granted certain exclusive territory rights for the distribution, promotion, marketing and sale of Company-owned and licensed beverage products as defined by the CBA. In some cases, the Company has entered into, or agreed to enter into, manufacturing agreements that authorize certain bottlers that have executed a CBA to manufacture certain beverage products. If a bottler has not entered into a specific manufacturing agreement, then under the CBA for these territories, CCR retains the rights to produce these beverage products, and the bottlers will purchase from CCR (or other Company-authorized manufacturing bottlers) substantially all of the related finished products needed in order to service the customers in these territories.

Each CBA generally has a term of 10 years and is renewable, in most cases by the bottler and in some cases by the Company, indefinitely for successive additional terms of 10 years each. Under the CBA, except for the CBA entered into in conjunction with the Southwest Transaction, the bottlers will make ongoing quarterly payments to the Company based on their gross profit in the refranchised territories throughout the term of the CBA, including renewals, in exchange for the grant of the exclusive territory rights.

Contemporaneously with the grant of these rights, the Company sold the distribution assets, certain working capital items, and the exclusive rights to distribute certain beverage brands not owned by the Company, but distributed by CCR, in each of these territories, excluding the territory included in the Southwest Transaction, to the respective bottlers in exchange for cash.

In 2016, the Company formed a new National Product Supply System ("NPSS") to facilitate optimal operation of the U.S. product supply system. Under the NPSS, the Company and several of its existing independent producing bottlers administer key national product supply activities for these bottlers. Additionally, we have sold or are in the process of selling certain production

facilities from CCR to these independent producing bottlers in exchange for cash, excluding production facilities included in the Southwest Transaction.

During the six months ended June 30, 2017 and July 1, 2016, cash proceeds from these sales totaled \$1,118 million and \$404 million, respectively. Included in the cash proceeds for the six months ended June 30, 2017 and July 1, 2016, was \$224 million and \$181 million, respectively, from Coca-Cola Bottling Co. Consolidated ("CCBCC"), an equity method investee.

Under the applicable accounting guidance, we were required to derecognize all of the tangible assets sold as well as the intangible assets transferred, including distribution rights, customer relationships and an allocated portion of goodwill related to these territories. We recognized losses of \$1,274 million and \$199 million during the three months ended June 30, 2017 and July 1, 2016, respectively. During the six months ended June 30, 2017 and July 1, 2016, the Company recognized losses of \$1,771 million and \$568 million, respectively. These losses primarily related to the derecognition of the intangible assets transferred or reclassified as held for sale and were included in the line item other income (loss) — net in our condensed consolidated statements of income. See further discussion of assets and liabilities held for sale below. In total, we expect to recover the value of the intangible assets transferred to the bottlers under the CBAs through the future quarterly payments; however, as the payments for the territory rights are dependent on the bottlers' future gross profit in these territories, they are considered a form of contingent consideration.

There is diversity in practice as it relates to the accounting for contingent consideration by the seller. The seller can account for the future contingent payments received as a gain contingency, recognizing the amounts in the income statement only after the related contingencies are resolved and the gain is realized, which in this arrangement will be quarterly as the bottlers earn gross profit in the transferred territories. Alternatively, the seller can record a receivable for the contingent consideration at fair value on the date of sale and record any future differences between the payments received and this receivable in the income statement as they occur. We elected the gain contingency treatment since the quarterly payments will be received throughout the terms of the CBAs, including all subsequent renewals, regardless of the cumulative amount received as compared to the value of the intangible assets transferred.

During the three and six months ended June 30, 2017, the Company incurred charges of \$109 million and \$215 million, respectively, primarily related to payments made to certain of our unconsolidated bottling partners in order to convert the bottling agreements for their legacy territories and any previously refranchised territories to a single form of CBA with additional requirements. The additional requirements generally include a binding national governance model, mandatory incidence pricing and additional core performance requirements, among other things. As a result of these conversions, the legacy territories and any previously refranchised territories for each of the related bottling partners will be governed under similar CBAs, which will provide consistency across each such bottler's respective territory, and consistency with other U.S. bottlers that have been granted or converted to this form of CBA. The expense related to these payments was included in the line item other income (loss) — net in our condensed consolidated statement of income during the three and six months ended June 30, 2017.

On April 1, 2017, the Company refranchised the Southwest operating unit of CCR, which includes Texas and parts of Oklahoma, New Mexico and Arkansas, in the Southwest Transaction. In conjunction with the Southwest Transaction, Arca contributed its existing beverage business to AC Bebidas. CCR contributed its Southwest operating unit, including all of its assets and liabilities, to AC Bebidas in exchange for an approximate 20 percent interest in AC Bebidas. Arca owns the remaining interest in AC Bebidas. After post-closing adjustments, CCR will have made cash payments of approximately \$112 million of cash, net of cash received. As a result of the Southwest Transaction, the Company recognized a gain of \$1,060 million due to the difference in the recorded carrying value of the net assets transferred compared to the value of the interest it obtained in AC Bebidas of \$2,960 million, which was determined using an income and market approach (a Level 3 measurement). This gain was recorded in the line item other income (loss) — net in our condensed consolidated statement of income. AC Bebidas will participate in the NPSS as it relates to its U.S. territory. The Company accounts for its interest in AC Bebidas as an equity method investment based on our equity ownership percentage, our representation on AC Bebidas' Board of Directors, material intercompany transactions and other governance rights. As a condition of the closing of the Southwest Transaction, we anticipate acquiring certain trademarks and a related business from AC Bebidas in the second half of 2017.

#### *Coca-Cola European Partners*

In August 2015, the Company entered into an agreement to merge our German bottling operations with Coca-Cola Enterprises, Inc. ("CCE") and Coca-Cola Iberian Partners, S.A.U., formerly known as Coca-Cola Iberian Partners, S.A. ("CCIP"), to create Coca-Cola European Partners plc ("CCEP"). On May 28, 2016, the transaction closed and we exchanged our German bottling operations for an 18 percent interest in CCEP. As a result of recording our interest in CCEP at fair value based on its quoted market price, the deconsolidation of our German bottling operations, and the related reversal of its cumulative translation

adjustments, we recognized a gain of \$1,400 million. This gain was partially offset by a \$77 million loss incurred as a result of reclassifying losses related to our net investment hedges of our German bottling operations from accumulated other comprehensive income (loss) ("AOCI") into earnings as well as transaction costs incurred resulting in a net gain of \$1,292 million during the three and six months ended July 1, 2016. Refer to Note 8. With the exception of the transaction costs, the net gain was recorded in the line item other income (loss) — net in our condensed consolidated statement of income. The Company accounts for its 18 percent interest in CCEP as an equity method investment based on our equity ownership percentage, our representation on CCEP's Board of Directors, material intercompany transactions and other governance rights.

*Keurig Green Mountain, Inc.*

In March 2016, a JAB Holding Company-led investor group acquired Keurig Green Mountain, Inc. ("Keurig"), including the shares held by the Company, for \$92 per share. As a result of the transaction, the Company received proceeds of \$2,380 million, which were recorded in the line item proceeds from disposals of investments in our condensed consolidated statement of cash flows, and recorded a gain of \$18 million related to the disposal of our shares of Keurig in the line item other income (loss) — net in our condensed consolidated statement of income during the six months ended July 1, 2016.

***Assets and Liabilities Held for Sale***

As of June 30, 2017, the Company had entered into agreements, or otherwise approved plans, to rebrand additional bottling territories. For bottling territories that met the criteria to be classified as held for sale, we were required to record their assets and liabilities at the lower of carrying value or fair value less any costs to sell based on the agreed-upon sale price and present the related assets and liabilities as separate line items in our condensed consolidated balance sheet. The Company expects that these bottling territories will be rebranded at various times throughout the remainder of 2017.

The following table presents information related to the major classes of assets and liabilities that were classified as held for sale in our condensed consolidated balance sheets (in millions):

|   | June 30,<br>2017            | December 31, 2016           |
|---|-----------------------------|-----------------------------|
| Cash, cash equivalents and short-term investments | \$ 21                       | \$ 49                       |
| Trade accounts receivable, less allowances        | 289                         | 43                          |
| Inventories                                       | 187                         | 264                         |
| Prepaid expenses and other assets                 | 32                          | 114                         |
| Equity method investments                         | —                           | 1                           |
| Other investments                                 | 42                          | 42                          |
| Other assets                                      | 17                          | 17                          |
| Property, plant and equipment — net               | 1,252                       | 1,780                       |
| Bottlers' franchise rights with indefinite lives  | 1,127                       | 1,388                       |
| Goodwill  | 353                         | 390                         |
| Other intangible assets                           | 47                          | 51                          |
| Allowance for reduction of assets held for sale   | (1,310)                     | (1,342)                     |
| <b>Total assets</b>                               | <b>\$ 2,057<sup>1</sup></b> | <b>\$ 2,797<sup>3</sup></b> |
| Accounts payable and accrued expenses             | \$ 267                      | \$ 393                      |
| Accrued income taxes                              | 8                           | 13                          |
| Other liabilities                                 | 8                           | 1                           |
| Deferred income taxes                             | —                           | 303                         |
| <b>Total liabilities</b>                          | <b>\$ 283<sup>2</sup></b>   | <b>\$ 710<sup>4</sup></b>   |

<sup>1</sup> Consists of total assets relating to North America rebranding of \$1,724 million, China bottling operations of \$316 million and other assets held for sale of \$17 million, which are included in the Bottling Investments operating segment and Corporate.

<sup>2</sup> Consists of total liabilities relating to North America rebranding of \$189 million and China bottling operations of \$94 million, which are included in the Bottling Investments operating segment.

<sup>3</sup> Consists of total assets relating to North America rebranding of \$1,247 million, China bottling operations of \$1,533 million and other assets held for sale of \$17 million, which are included in the Bottling Investments operating segment and Corporate.

<sup>4</sup> Consists of total liabilities relating to North America rebranding of \$224 million, China bottling operations of \$483 million and other liabilities held for sale of \$3 million, which are included in the Bottling Investments operating segment and Corporate.

We determined that the operations included in the table above did not meet the criteria to be classified as discontinued operations under the applicable guidance.

### NOTE 3: INVESTMENTS

Investments in debt and marketable securities, other than investments accounted for under the equity method, are classified as trading, available-for-sale or held-to-maturity. Our marketable equity investments are classified as either trading or available-for-sale with their cost basis determined by the specific identification method. Our investments in debt securities are carried at either amortized cost or fair value. Investments in debt securities that the Company has the positive intent and ability to hold to maturity are carried at amortized cost and classified as held-to-maturity. Investments in debt securities that are not classified as held-to-maturity are carried at fair value and classified as either trading or available-for-sale. Realized and unrealized gains and losses on trading securities and realized gains and losses on available-for-sale securities are included in net income. Unrealized gains and losses, net of deferred taxes, on available-for-sale securities are included in our condensed consolidated balance sheets as a component of AOCI, except for the change in fair value attributable to the currency risk being hedged. Refer to Note 5 for additional information related to the Company's fair value hedges of available-for-sale securities.

#### Trading Securities

As of June 30, 2017 and December 31, 2016, our trading securities had a fair value of \$415 million and \$384 million, respectively, and consisted primarily of equity securities. The Company had net unrealized gains on trading securities of \$109 million and \$39 million as of June 30, 2017 and December 31, 2016, respectively.

The Company's trading securities were included in the following line items in our condensed consolidated balance sheets (in millions):

|                       |           | June 30,<br>2017 |           | December 31, 2016 |
|-----------------------|-----------|------------------|-----------|-------------------|
| Marketable securities | \$        | 309              | \$        | 282               |
| Other assets          |           | 106              |           | 102               |
| <b>Total</b>          | <b>\$</b> | <b>415</b>       | <b>\$</b> | <b>384</b>        |

#### Available-for-Sale and Held-to-Maturity Securities

As of June 30, 2017 and December 31, 2016, the Company did not have any held-to-maturity securities. As of June 30, 2017, available-for-sale securities consisted of the following (in millions):

|   | Cost            | Gross Unrealized |                | Estimated<br>Fair Value |
|---|-----------------|------------------|----------------|-------------------------|
|   |                 | Gains            | Losses         |                         |
| Available-for-sale securities: <sup>1</sup> |                 |                  |                |                         |
| Equity securities                           | \$ 1,268        | \$ 634           | \$ (31)        | \$ 1,871                |
| Debt securities                             | 6,076           | 117              | (22)           | 6,171                   |
| <b>Total</b>                                | <b>\$ 7,344</b> | <b>\$ 751</b>    | <b>\$ (53)</b> | <b>\$ 8,042</b>         |

<sup>1</sup> Refer to Note 14 for additional information related to the estimated fair value.

As of December 31, 2016, available-for-sale securities consisted of the following (in millions):

|   | Cost            | Gross Unrealized |                | Estimated<br>Fair Value |
|---|-----------------|------------------|----------------|-------------------------|
|   |                 | Gains            | Losses         |                         |
| Available-for-sale securities: <sup>1</sup> |                 |                  |                |                         |
| Equity securities                           | \$ 1,252        | \$ 425           | \$ (22)        | \$ 1,655                |
| Debt securities                             | 4,700           | 89               | (31)           | 4,758                   |
| <b>Total</b>                                | <b>\$ 5,952</b> | <b>\$ 514</b>    | <b>\$ (53)</b> | <b>\$ 6,413</b>         |

<sup>1</sup> Refer to Note 14 for additional information related to the estimated fair value.

The sale and/or maturity of available-for-sale securities resulted in the following realized activity (in millions):

|              | Three Months Ended |                 | Six Months Ended |                 |
|--------------|--------------------|-----------------|------------------|-----------------|
|              | June 30,<br>2017   | July 1,<br>2016 | June 30,<br>2017 | July 1,<br>2016 |
| Gross gains  | \$ 14              | \$ 10           | \$ 40            | \$ 110          |
| Gross losses | (7)                | (6)             | (14)             | (36)            |
| Proceeds     | 3,456              | 2,301           | 6,550            | 6,817           |

As of June 30, 2017 and December 31, 2016, the Company had investments classified as available-for-sale in which our cost basis exceeded the fair value of our investment. Management assessed each of the available-for-sale securities that were in a gross unrealized loss position on an individual basis to determine if the decline in fair value was other than temporary. Management's assessment as to the nature of a decline in fair value is based on, among other things, the length of time and the extent to which the market value has been less than our cost basis; the financial condition and near-term prospects of the issuer; and our intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in market value. As a result of these assessments, management determined that the decline in fair value of these investments was not other than temporary and did not record any impairment charges.

The Company uses two of its consolidated insurance captives to reinsure group annuity insurance contracts that cover the pension obligations of certain of our European and Canadian pension plans. In accordance with local insurance regulations, our insurance captives are required to meet and maintain minimum solvency capital requirements. The Company elected to invest its solvency capital in a portfolio of available-for-sale securities, which are classified in the line item other assets in our condensed consolidated balance sheets because the assets are not available to satisfy our current obligations. As of June 30, 2017 and December 31, 2016, the Company's available-for-sale securities included solvency capital funds of \$1,047 million and \$985 million, respectively.

The Company's available-for-sale securities were included in the following line items in our condensed consolidated balance sheets (in millions):

|                           | June 30,<br>2017 | December 31,<br>2016 |
|---------------------------|------------------|----------------------|
| Cash and cash equivalents | \$ 1,795         | \$ 682               |
| Marketable securities     | 4,180            | 3,769                |
| Other investments         | 1,014            | 849                  |
| Other assets              | 1,053            | 1,113                |
| Total                     | \$ 8,042         | \$ 6,413             |

The contractual maturities of these available-for-sale securities as of June 30, 2017, were as follows (in millions):

|                                | Cost     | Estimated Fair Value |
|--------------------------------|----------|----------------------|
| Within 1 year                  | \$ 2,261 | \$ 2,305             |
| After 1 year through 5 years   | 3,358    | 3,385                |
| After 5 years through 10 years | 142      | 158                  |
| After 10 years                 | 315      | 323                  |
| Equity securities              | 1,268    | 1,871                |
| Total                          | \$ 7,344 | \$ 8,042             |

The Company expects that actual maturities may differ from the contractual maturities above because borrowers have the right to call or prepay certain obligations.

### Cost Method Investments

Cost method investments are initially recorded at cost, and we record dividend income when applicable dividends are declared. Cost method investments are reported as other investments in our condensed consolidated balance sheets, and dividend income from cost method investments is reported in other income (loss) — net in our condensed consolidated statements of income. We review all of our cost method investments quarterly to determine if impairment indicators are present; however, we are not required to determine the fair value of these investments unless impairment indicators exist. When impairment indicators exist, we generally use discounted cash flow analyses to determine the fair value. We estimate that the fair values of our cost method investments approximated or exceeded their carrying values as of June 30, 2017 and December 31, 2016. Our cost method investments had carrying values of \$144 million and \$140 million as of June 30, 2017 and December 31, 2016, respectively.

### NOTE 4: INVENTORIES

Inventories consist primarily of raw materials and packaging (which include ingredients and supplies) and finished goods (which include concentrates and syrups in our concentrate operations and finished beverages in our finished product operations). Inventories are valued at the lower of cost or market. We determine cost on the basis of the average cost or first-in, first-out methods. Inventories consisted of the following (in millions):

|                             | June 30,<br>2017 | December 31,<br>2016 |
|-----------------------------|------------------|----------------------|
| Raw materials and packaging | \$ 1,709         | \$ 1,565             |
| Finished goods              | 828              | 844                  |
| Other                       | 253              | 266                  |
| Total inventories           | \$ 2,790         | \$ 2,675             |

### NOTE 5: HEDGING TRANSACTIONS AND DERIVATIVE FINANCIAL INSTRUMENTS

The Company is directly and indirectly affected by changes in certain market conditions. These changes in market conditions may adversely impact the Company's financial performance and are referred to as "market risks." When deemed appropriate, our Company uses derivatives as a risk management tool to mitigate the potential impact of certain market risks. The primary market risks managed by the Company through the use of derivative and non-derivative financial instruments are foreign currency exchange rate risk, commodity price risk and interest rate risk.

The Company uses various types of derivative instruments including, but not limited to, forward contracts, commodity futures contracts, option contracts, collars and swaps. Forward contracts and commodity futures contracts are agreements to buy or sell a quantity of a currency or commodity at a predetermined future date, and at a predetermined rate or price. An option contract is an agreement that conveys the purchaser the right, but not the obligation, to buy or sell a quantity of a currency or commodity at a predetermined rate or price during a period or at a time in the future. A collar is a strategy that uses a combination of options to limit the range of possible positive or negative returns on an underlying asset or liability to a specific range, or to protect expected future cash flows. To do this, an investor simultaneously buys a put option and sells (writes) a call option, or alternatively buys a call option and sells (writes) a put option. A swap agreement is a contract between two parties to exchange cash flows based on specified underlying notional amounts, assets and/or indices. We do not enter into derivative financial instruments for trading purposes. The Company may also designate certain non-derivative instruments, such as our foreign-denominated debt, in hedging relationships.

All derivative instruments are carried at fair value in our condensed consolidated balance sheets in the following line items, as applicable: prepaid expenses and other assets; other assets; accounts payable and accrued expenses; and other liabilities. The carrying values of the derivatives reflect the impact of legally enforceable master netting agreements and cash collateral held or placed with the same counterparties, as applicable. These master netting agreements allow the Company to net settle positive and negative positions (assets and liabilities) arising from different transactions with the same counterparty.

The accounting for gains and losses that result from changes in the fair values of derivative instruments depends on whether the derivatives have been designated and qualify as hedging instruments and the type of hedging relationships. Derivatives can be designated as fair value hedges, cash flow hedges or hedges of net investments in foreign operations. The changes in the fair values of derivatives that have been designated and qualify for fair value hedge accounting are recorded in the same line item in our condensed consolidated statement of income as the changes in the fair values of the hedged items attributable to the risk being hedged. The changes in the fair values of derivatives that have been designated and qualify as cash flow hedges or hedges of net investments in foreign operations are recorded in AOCI and are reclassified into the line item in our condensed consolidated statement of income in which the hedged items are recorded in the same period the hedged items affect earnings. Due to the high degree of effectiveness between the hedging instruments and the underlying exposures 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. The changes in the fair values of derivatives that were not designated and/or did not qualify as hedging instruments are immediately recognized into earnings.

For derivatives that will be accounted for as hedging instruments, the Company formally designates and documents, at inception, the financial instrument as a hedge of a specific underlying exposure, the risk management objective and the strategy for undertaking the hedge transaction. In addition, the Company formally assesses, both at the inception and at least quarterly thereafter, whether the financial instruments used in hedging transactions are effective at offsetting changes in either the fair values or cash flows of the related underlying exposures. Any ineffective portion of a financial instrument's change in fair value is immediately recognized into earnings.

The Company determines the fair values of its derivatives based on quoted market prices or pricing models using current market rates. Refer to Note 14. 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, foreign currency exchange rates, commodity rates or other financial indices. The Company does not view the fair values of its derivatives in isolation but rather in relation to the fair values or cash flows of the underlying hedged transactions or other exposures. Virtually all of our derivatives are straightforward over-the-counter instruments with liquid markets.

The following table presents the fair values of the Company's derivative instruments that were designated and qualified as part of a hedging relationship (in millions):

| Derivatives Designated as Hedging Instruments | Balance Sheet Location <sup>1</sup>   | Fair Value <sup>1,2</sup> |                   |
|---|---------------------------------------|---------------------------|-------------------|
|   |                                       | June 30, 2017             | December 31, 2016 |
| <b>Assets:</b>                                |                                       |                           |                   |
| Foreign currency contracts                    | Prepaid expenses and other assets     | \$ 229                    | \$ 400            |
| Foreign currency contracts                    | Other assets                          | 43                        | 60                |
| Interest rate contracts                       | Other assets                          | 69                        | 105               |
| <b>Total assets</b>                           |                                       | <b>\$ 341</b>             | <b>\$ 565</b>     |
| <b>Liabilities:</b>                           |                                       |                           |                   |
| Foreign currency contracts                    | Accounts payable and accrued expenses | \$ 72                     | \$ 40             |
| Foreign currency contracts                    | Other liabilities                     | 49                        | 54                |
| Commodity contracts                           | Accounts payable and accrued expenses | 1                         | 1                 |
| Interest rate contracts                       | Accounts payable and accrued expenses | 31                        | 36                |
| Interest rate contracts                       | Other liabilities                     | 51                        | 47                |
| <b>Total liabilities</b>                      |                                       | <b>\$ 204</b>             | <b>\$ 178</b>     |

<sup>1</sup> All of the Company's derivative instruments are carried at fair value in our condensed consolidated balance sheets after considering the impact of legally enforceable master netting agreements and cash collateral held or placed with the same counterparties, as applicable. Current disclosure requirements mandate that derivatives must also be disclosed without reflecting the impact of master netting agreements and cash collateral. Refer to Note 14 for the net presentation of the Company's derivative instruments.

<sup>2</sup> Refer to Note 14 for additional information related to the estimated fair value.

The following table presents the fair values of the Company's derivative instruments that were not designated as hedging instruments (in millions):

| Derivatives Not Designated as Hedging Instruments | Balance Sheet Location <sup>1</sup>   | Fair Value <sup>1,2</sup> |                   |
|---|---------------------------------------|---------------------------|-------------------|
|   |                                       | June 30, 2017             | December 31, 2016 |
| <b>Assets:</b>                                    |                                       |                           |                   |
| Foreign currency contracts                        | Prepaid expenses and other assets     | \$ 46                     | \$ 284            |
| Foreign currency contracts                        | Other assets                          | 10                        | —                 |
| Commodity contracts                               | Prepaid expenses and other assets     | 14                        | 27                |
| Commodity contracts                               | Other assets                          | 1                         | 1                 |
| Other derivative instruments                      | Prepaid expenses and other assets     | 6                         | 4                 |
| Other derivative instruments                      | Other assets                          | 1                         | 1                 |
| Total assets                                      |                                       | \$ 78                     | \$ 317            |
| <b>Liabilities:</b>                               |                                       |                           |                   |
| Foreign currency contracts                        | Accounts payable and accrued expenses | \$ 43                     | \$ 60             |
| Foreign currency contracts                        | Other liabilities                     | 17                        | 16                |
| Commodity contracts                               | Accounts payable and accrued expenses | 7                         | 16                |
| Commodity contracts                               | Other liabilities                     | 2                         | 1                 |
| Interest rate contracts                           | Accounts payable and accrued expenses | —                         | 8                 |
| Interest rate contracts                           | Other liabilities                     | —                         | 1                 |
| Other derivative instruments                      | Accounts payable and accrued expenses | 4                         | 2                 |
| Other derivative instruments                      | Other liabilities                     | 1                         | 5                 |
| Total liabilities                                 |                                       | \$ 74                     | \$ 109            |

<sup>1</sup> All of the Company's derivative instruments are carried at fair value in our condensed consolidated balance sheets after considering the impact of legally enforceable master netting agreements and cash collateral held or placed with the same counterparties, as applicable. Current disclosure requirements mandate that derivatives must also be disclosed without reflecting the impact of master netting agreements and cash collateral. Refer to Note 14 for the net presentation of the Company's derivative instruments.

<sup>2</sup> Refer to Note 14 for additional information related to the estimated fair value.

#### **Credit Risk Associated with Derivatives**

We have established strict counterparty credit guidelines and enter into transactions only with financial institutions of investment grade or better. We monitor counterparty exposures regularly 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 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. In addition, the Company's master netting agreements reduce credit risk by permitting the Company to net settle for transactions with the same counterparty. To minimize the concentration of credit risk, we enter into derivative transactions with a portfolio of financial institutions. Based on these factors, we consider the risk of counterparty default to be minimal.

#### **Cash Flow Hedging Strategy**

The Company uses cash flow hedges to minimize the variability in cash flows of assets or liabilities or forecasted transactions caused by fluctuations in foreign currency exchange rates, commodity prices or interest rates. The changes in the fair values of derivatives designated as cash flow hedges are recorded in AOCI and are reclassified into the line item in our condensed consolidated statement of income in which the hedged items are recorded in the same period the hedged items affect earnings. The changes in fair values of hedges that are determined to be ineffective are immediately reclassified from AOCI into earnings. The maximum length of time for which the Company hedges its exposure to future cash flows is typically three years.

The Company maintains a foreign currency cash flow hedging program to reduce the risk that our eventual U.S. dollar net cash inflows from sales outside the United States and U.S. dollar net cash outflows from procurement activities will be adversely affected by fluctuations in foreign currency exchange rates. We enter into forward contracts and purchase foreign currency options (principally euros and Japanese yen) and collars to hedge certain portions of forecasted cash flows denominated in foreign currencies. When the U.S. dollar strengthens against the foreign currencies, the decline in the present value of future foreign currency cash flows is partially offset by gains in the fair value of the derivative instruments. Conversely, when the U.S. dollar weakens, the increase in the present value of future foreign currency cash flows is partially offset by losses in the fair value of the derivative instruments. The total notional values of derivatives that were designated and qualify for the Company's foreign currency cash flow hedging program were \$4,776 million and \$6,074 million as of June 30, 2017 and December 31, 2016, respectively.

The Company uses cross-currency swaps to hedge the changes in cash flows of certain of its foreign currency denominated debt due to changes in foreign currency exchange rates. For this hedging program, the Company records the change in carrying value of the foreign currency denominated debt due to changes in exchange rates into earnings each period. The changes in fair value of the cross-currency swap derivatives are recorded in AOCI with an immediate reclassification into earnings for the change in fair value attributable to fluctuations in foreign currency exchange rates. The total notional values for the Company's cross-currency swaps were \$1,851 million as of both June 30, 2017 and December 31, 2016.

The Company has entered into commodity futures contracts and other derivative instruments on various commodities to mitigate the price risk associated with forecasted purchases of materials used in our manufacturing process. These derivative instruments have been designated and qualify as part of the Company's commodity cash flow hedging program. The objective of this hedging program is to reduce the variability of cash flows associated with future purchases of certain commodities. The total notional values of derivatives that have been designated and qualify for this program were \$7 million and \$12 million as of June 30, 2017 and December 31, 2016, respectively.

Our Company monitors our mix of short-term debt and long-term debt regularly. From time to time, we manage our risk to interest rate fluctuations through the use of derivative financial instruments. The Company has entered into interest rate swap agreements and has designated these instruments as part of the Company's interest rate cash flow hedging program. The objective of this hedging program is to mitigate the risk of adverse changes in benchmark interest rates on the Company's future interest payments. The total notional values of these interest rate swap agreements that were designated and qualified for the Company's interest rate cash flow hedging program were \$500 million and \$1,500 million as of June 30, 2017 and December 31, 2016, respectively.

The following table presents the pretax impact that changes in the fair values of derivatives designated as cash flow hedges had on AOCI and earnings during the three months ended June 30, 2017 (in millions):

|                            | Gain (Loss) Recognized in OCI | Location of Gain (Loss) Recognized in Income <sup>1</sup> | Gain (Loss) Reclassified from AOCI into Income (Effective Portion) | Gain (Loss) Recognized in Income (Ineffective Portion and Amount Excluded from Effectiveness Testing) |
|----------------------------|-------------------------------|---|--|---|
| Foreign currency contracts | \$ (94)                       | Net operating revenues                                    | \$ 116   | \$ (1)  |
| Foreign currency contracts | (5)                           | Cost of goods sold  | 2  | — <sup>2</sup>  |
| Foreign currency contracts | —                             | Interest expense  | (3)  | —   |
| Foreign currency contracts | (2)                           | Other income (loss) — net                                 | 25   | 8   |
| Interest rate contracts    | (25)                          | Interest expense  | (9)  | 2   |
| Commodity contracts        | —                             | Cost of goods sold  | —  | —   |
| <b>Total</b>               | <b>\$ (126)</b>               |   | <b>\$ 131</b>  | <b>\$ 9</b>   |

<sup>1</sup> The Company records gains and losses reclassified from AOCI into income for the effective portion and the ineffective portion, if any, to the same line items in our condensed consolidated statements of income.

<sup>2</sup> Includes a de minimis amount of ineffectiveness in the hedging relationship.

The following table presents the pretax impact that changes in the fair values of derivatives designated as cash flow hedges had on AOCI and earnings during the six months ended June 30, 2017 (in millions):

|                            | Gain (Loss) Recognized in OCI | Location of Gain (Loss) Recognized in Income <sup>1</sup> | Gain (Loss) Reclassified from AOCI into Income (Effective Portion) | Gain (Loss) Recognized in Income (Ineffective Portion and Amount Excluded from Effectiveness Testing) |
|----------------------------|-------------------------------|---|--|---|
| Foreign currency contracts | \$ (181)                      | Net operating revenues                                    | \$ 223   | \$ (1)  |
| Foreign currency contracts | (16)                          | Cost of goods sold  | 5  | — <sup>2</sup>  |
| Foreign currency contracts | —                             | Interest expense  | (5)  | —   |
| Foreign currency contracts | 13                            | Other income (loss) — net                                 | 52   | — <sup>2</sup>  |
| Interest rate contracts    | (24)                          | Interest expense  | (17)   | 2   |
| Commodity contracts        | (1)                           | Cost of goods sold  | 1  | —   |
| <b>Total</b>               | <b>\$ (209)</b>               |   | <b>\$ 259</b>  | <b>\$ 1</b>   |

<sup>1</sup> The Company records gains and losses reclassified from AOCI into income for the effective portion and the ineffective portion, if any, to the same line items in our condensed consolidated statements of income.

<sup>2</sup> Includes a de minimis amount of ineffectiveness in the hedging relationship.

The following table presents the pretax impact that changes in the fair values of derivatives designated as cash flow hedges had on AOCI and earnings during the three months ended July 1, 2016 (in millions):

|                            | Gain (Loss)<br>Recognized<br>in OCI | Location of Gain (Loss)<br>Recognized in Income <sup>1</sup> | Gain (Loss)<br>Reclassified from<br>AOCI into Income<br>(Effective Portion) | Gain (Loss) Recognized in Income<br>(Ineffective Portion and Amount<br>Excluded from Effectiveness<br>Testing) |
|----------------------------|-------------------------------------|--|---|--|
| Foreign currency contracts | \$ 46                               | Net operating revenues                                       | \$ 138  | \$ (1)   |
| Foreign currency contracts | (19)                                | Cost of goods sold   | 13  | (1)  |
| Foreign currency contracts | —                                   | Interest expense   | (2)   | —  |
| Foreign currency contracts | (53)                                | Other income (loss) — net                                    | (45)  | —  |
| Interest rate contracts    | (95)                                | Interest expense   | (2)   | —  |
| Commodity contracts        | 1                                   | Cost of goods sold   | —   | —  |
| <b>Total</b>               | <b>\$ (120)</b>                     |  | <b>\$ 102</b>   | <b>\$ (2)</b>  |

<sup>1</sup> The Company records gains and losses reclassified from AOCI into income for the effective portion and the ineffective portion, if any, to the same line items in our condensed consolidated statements of income.

The following table presents the pretax impact that changes in the fair values of derivatives designated as cash flow hedges had on AOCI and earnings during the six months ended July 1, 2016 (in millions):

|                            | Gain (Loss)<br>Recognized<br>in OCI | Location of Gain (Loss)<br>Recognized in Income <sup>1</sup> | Gain (Loss)<br>Reclassified from<br>AOCI into Income<br>(Effective Portion) | Gain (Loss) Recognized in Income<br>(Ineffective Portion and Amount<br>Excluded from Effectiveness<br>Testing) |
|----------------------------|-------------------------------------|--|---|--|
| Foreign currency contracts | \$ (300)                            | Net operating revenues                                       | \$ 278  | \$ (1)   |
| Foreign currency contracts | (43)                                | Cost of goods sold   | 33  | (1)  |
| Foreign currency contracts | —                                   | Interest expense   | (4)   | —  |
| Foreign currency contracts | (11)                                | Other income (loss) — net                                    | (2)   | —  |
| Interest rate contracts    | (252)                               | Interest expense   | (4)   | —  |
| Commodity contracts        | 1                                   | Cost of goods sold   | —   | —  |
| <b>Total</b>               | <b>\$ (605)</b>                     |  | <b>\$ 301</b>   | <b>\$ (2)</b>  |

<sup>1</sup> The Company records gains and losses reclassified from AOCI into income for the effective portion and the ineffective portion, if any, to the same line items in our condensed consolidated statements of income.

As of June 30, 2017, the Company estimates that it will reclassify into earnings during the next 12 months \$271 million of gains from the pretax amount recorded in AOCI as the anticipated cash flows occur.

#### **Fair Value Hedging Strategy**

The Company uses interest rate swap agreements designated as fair value hedges to minimize exposure to changes in the fair value of fixed-rate debt that results from fluctuations in benchmark interest rates. The Company also uses cross-currency interest rate swaps to hedge the changes in the fair value of foreign currency denominated debt relating to changes in foreign currency exchange rates and benchmark interest rates. The changes in fair values of derivatives designated as fair value hedges and the offsetting changes in fair values of the hedged items are recognized in earnings. The ineffective portions of these hedges are immediately recognized in earnings. As of June 30, 2017, such adjustments had cumulatively increased the carrying value of our long-term debt by \$10 million. When a derivative is no longer designated as a fair value hedge for any reason, including termination and maturity, the remaining unamortized difference between the carrying value of the hedged item at that time and the face value of the hedged item is amortized to earnings over the remaining life of the hedged item, or immediately if the hedged item has matured. The total notional values of derivatives that related to our fair value hedges of this type were \$6,984 million and \$6,158 million as of June 30, 2017 and December 31, 2016, respectively.

The Company also uses fair value hedges to minimize exposure to changes in the fair value of certain available-for-sale securities from fluctuations in foreign currency exchange rates. The changes in fair values of derivatives designated as fair value hedges and the offsetting changes in fair values of the hedged items due to changes in foreign currency exchange rates are recognized in earnings. As a result, any difference is reflected in earnings as ineffectiveness. The total notional values of derivatives that related to our fair value hedges of this type were \$1,147 million and \$1,163 million as of June 30, 2017 and December 31, 2016, respectively.

The following table summarizes the pretax impact that changes in the fair values of derivatives designated as fair value hedges had on earnings (in millions):

| Hedging Instruments and Hedged Items         | Location of Gain (Loss)<br>Recognized in Income | Gain (Loss)<br>Recognized in Income <sup>1</sup> |                 |
|--|---|--|-----------------|
|  |   | Three Months Ended                               |                 |
|  |   | June 30,<br>2017                                 | July 1,<br>2016 |
| Interest rate contracts                      | Interest expense                                | \$ (23)  | \$ 92           |
| Fixed-rate debt                              | Interest expense                                | 24   | (86)            |
| Net impact to interest expense               |   | \$ 1   | \$ 6            |
| Foreign currency contracts                   | Other income (loss) — net                       | \$ (24)  | \$ (21)         |
| Available-for-sale securities                | Other income (loss) — net                       | 24   | 26              |
| Net impact to other income (loss) — net      |   | \$ —   | \$ 5            |
| Net impact of fair value hedging instruments |   | \$ 1   | \$ 11           |

<sup>1</sup> The net impacts represent the ineffective portions of the hedge relationships and the amounts excluded from the assessment of hedge effectiveness.

The following table summarizes the pretax impact that changes in the fair values of derivatives designated as fair value hedges had on earnings (in millions):

| Hedging Instruments and Hedged Items         | Location of Gain (Loss)<br>Recognized in Income | Gain (Loss)<br>Recognized in Income <sup>1</sup> |                 |
|--|---|--|-----------------|
|  |   | Six Months Ended                                 |                 |
|  |   | June 30,<br>2017                                 | July 1,<br>2016 |
| Interest rate contracts                      | Interest expense                                | \$ (65)  | \$ 398          |
| Fixed-rate debt                              | Interest expense                                | 57   | (363)           |
| Net impact to interest expense               |   | \$ (8)   | \$ 35           |
| Foreign currency contracts                   | Other income (loss) — net                       | \$ (43)  | \$ 30           |
| Available-for-sale securities                | Other income (loss) — net                       | 46   | (32)            |
| Net impact to other income (loss) — net      |   | \$ 3   | \$ (2)          |
| Net impact of fair value hedging instruments |   | \$ (5)   | \$ 33           |

<sup>1</sup> The net impacts represent the ineffective portions of the hedge relationships and the amounts excluded from the assessment of hedge effectiveness.

#### Hedges of Net Investments in Foreign Operations Strategy

The Company uses forward contracts and a portion of its foreign currency denominated debt, a non-derivative financial instrument, to protect the value of our investments in a number of foreign subsidiaries. For derivative instruments that are designated and qualify as hedges of net investments in foreign operations, the changes in fair values of the derivative instruments are recognized in net foreign currency translation adjustment, a component of AOCI, to offset the changes in the values of the net investments being hedged. For non-derivative financial instruments that are designated and qualify as hedges of net investments in foreign operations, the change in the carrying value of the designated portion of the non-derivative financial instrument due to changes in foreign currency exchange rates is recorded in net foreign currency translation adjustment. Any ineffective portions of net investment hedges are reclassified from AOCI into earnings during the period of change.

The following table summarizes the notional values and pretax impact of changes in the fair values of instruments designated as net investment hedges (in millions):

|                                   | Notional Amount  |                   | Gain (Loss) Recognized in OCI |                 | Gain (Loss) Recognized in OCI |                 |
|-----------------------------------|------------------|-------------------|-------------------------------|-----------------|-------------------------------|-----------------|
|                                   | as of            |                   | Three Months Ended            |                 | Six Months Ended              |                 |
|                                   | June 30,<br>2017 | December 31, 2016 | June 30,<br>2017              | July 1,<br>2016 | June 30,<br>2017              | July 1,<br>2016 |
| Foreign currency contracts        | \$ 50            | \$ 100            | \$ (2)                        | \$ (81)         | \$ (15)                       | \$ (226)        |
| Foreign currency denominated debt | 12,569           | 11,113            | (928)                         | 265             | (926)                         | (256)           |
| Total                             | \$ 12,619        | \$ 11,213         | \$ (930)                      | \$ 184          | \$ (941)                      | \$ (482)        |

The Company did not reclassify any gains or losses related to net investment hedges from AOCI into earnings during the three and six months ended June 30, 2017. In addition, the Company did not have any ineffectiveness related to net investment hedges during the three and six months ended June 30, 2017. The cash inflows and outflows associated with the Company's derivative contracts designated as net investment hedges are classified in the line item other investing activities in our condensed consolidated statements of cash flows.

The Company reclassified net deferred losses of \$77 million related to the deconsolidation of our German bottling operations from AOCI into earnings during the three and six months ended July 1, 2016. Refer to Note 2.

#### ***Economic (Nondesignated) Hedging Strategy***

In addition to derivative instruments that are designated and qualify for hedge accounting, the Company also uses certain derivatives as economic hedges of foreign currency, interest rate and commodity exposure. Although these derivatives were not designated and/or did not qualify for hedge accounting, they are effective economic hedges. The changes in fair value of economic hedges are immediately recognized into earnings.

The Company uses foreign currency economic hedges to offset the earnings impact that fluctuations in foreign currency exchange rates have on certain monetary assets and liabilities denominated in nonfunctional currencies. The changes in fair value of economic hedges used to offset those monetary assets and liabilities are immediately recognized into earnings in the line item other income (loss) — net in our condensed consolidated statements of income. In addition, we use foreign currency economic hedges to minimize the variability in cash flows associated with fluctuations in foreign currency exchange rates. The changes in fair values of economic hedges used to offset the variability in U.S. dollar net cash flows are recognized into earnings in the line items net operating revenues or cost of goods sold in our condensed consolidated statements of income, as applicable. The total notional values of derivatives related to our foreign currency economic hedges were \$7,141 million and \$5,276 million as of June 30, 2017 and December 31, 2016, respectively.

The Company also uses certain derivatives as economic hedges to mitigate the price risk associated with the purchase of materials used in the manufacturing process and for vehicle fuel. The changes in fair values of these economic hedges are immediately recognized into earnings in the line items net operating revenues, cost of goods sold, and selling, general and administrative expenses in our condensed consolidated statements of income, as applicable. The total notional values of derivatives related to our economic hedges of this type were \$367 million and \$447 million as of June 30, 2017 and December 31, 2016, respectively.

The following table presents the pretax impact that changes in the fair values of derivatives not designated as hedging instruments had on earnings (in millions):

| Derivatives Not Designated<br>as Hedging Instruments | Location of Gain (Loss)<br>Recognized in Income | Three Months Ended |                 |
|--|---|--------------------|-----------------|
|  |   | June 30,<br>2017   | July 1,<br>2016 |
| Foreign currency contracts                           | Net operating revenues                          | \$ (8)             | \$ (3)          |
| Foreign currency contracts                           | Cost of goods sold                              | —                  | 7               |
| Foreign currency contracts                           | Other income (loss) — net                       | 66                 | (54)            |
| Commodity contracts                                  | Net operating revenues                          | (2)                | 4               |
| Commodity contracts                                  | Cost of goods sold                              | (3)                | 54              |
| Commodity contracts                                  | Selling, general and administrative expenses    | (2)                | 6               |
| Other derivative instruments                         | Selling, general and administrative expenses    | 13                 | —               |
| Other derivative instruments                         | Other income (loss) — net                       | 1                  | (4)             |
| <b>Total</b>   |   | <b>\$ 65</b>       | <b>\$ 10</b>    |

The following table presents the pretax impact that changes in the fair values of derivatives not designated as hedging instruments had on earnings (in millions):

| Derivatives Not Designated<br>as Hedging Instruments | Location of Gain (Loss)<br>Recognized in Income | Six Months Ended |                 |
|--|---|------------------|-----------------|
|  |   | June 30,<br>2017 | July 1,<br>2016 |
| Foreign currency contracts                           | Net operating revenues                          | \$ (18)          | \$ (28)         |
| Foreign currency contracts                           | Cost of goods sold                              | —                | 4               |
| Foreign currency contracts                           | Other income (loss) — net                       | 102              | (116)           |
| Commodity contracts                                  | Net operating revenues                          | (5)              | 3               |
| Commodity contracts                                  | Cost of goods sold                              | 28               | 77              |
| Commodity contracts                                  | Selling, general and administrative expenses    | (3)              | 4               |
| Other derivative instruments                         | Selling, general and administrative expenses    | 25               | 8               |
| Other derivative instruments                         | Other income (loss) — net                       | 1                | (14)            |
| <b>Total</b>   |   | <b>\$ 130</b>    | <b>\$ (62)</b>  |

#### NOTE 6: DEBT AND BORROWING ARRANGEMENTS

During the six months ended June 30, 2017, the Company issued U.S. dollar- and euro-denominated debt of \$1,000 million and €2,500 million, respectively. The carrying value of this debt as of June 30, 2017, was \$3,842 million. The general terms of the notes issued are as follows:

- \$500 million total principal amount of notes due May 25, 2022, at a fixed interest rate of 2.20 percent;
- \$500 million total principal amount of notes due May 25, 2027, at a fixed interest rate of 2.90 percent;
- €1,500 million total principal amount of notes due March 8, 2019, at a variable interest rate equal to the three-month Euro Interbank Offered Rate ("EURIBOR") plus 0.25 percent;
- €500 million total principal amount of notes due March 9, 2021, at a fixed interest rate of 0.00 percent; and
- €500 million total principal amount of notes due March 8, 2024, at a fixed interest rate of 0.50 percent.

During the six months ended June 30, 2017, the Company retired upon maturity €2,000 million total principal amount of notes due March 9, 2017, at a variable interest rate equal to the three-month EURIBOR plus 0.15 percent. The Company also extinguished a portion of the long-term debt that was assumed in connection with our acquisition of CCE's former North America business ("Old CCE"). The extinguished notes had a carrying value of \$360 million, which included fair value adjustments recorded as part of purchase accounting. The general terms of the notes extinguished were as follows:

- \$95.6 million total principal amount of notes due August 15, 2019, at a fixed interest rate of 4.50 percent;
- \$11.7 million total principal amount of notes due September 15, 2022, at a fixed interest rate of 8.00 percent;
- \$36.5 million total principal amount of notes due September 15, 2023, at a fixed interest rate of 6.75 percent;
- \$9.9 million total principal amount of notes due October 1, 2026, at a fixed interest rate of 7.00 percent;
- \$53.8 million total principal amount of notes due November 15, 2026, at a fixed interest rate of 6.95 percent;
- \$41.3 million total principal amount of notes due September 15, 2028, at a fixed interest rate of 6.75 percent;
- \$32.0 million total principal amount of notes due October 15, 2036, at a fixed interest rate of 6.70 percent;
- \$3.4 million total principal amount of notes due March 18, 2037, at a fixed interest rate of 5.71 percent;
- \$24.3 million total principal amount of notes due January 15, 2038, at a fixed interest rate of 6.75 percent; and
- \$4.7 million total principal amount of notes due May 15, 2098, at a fixed interest rate of 7.00 percent.

The Company recorded a net charge of \$38 million in the line item interest expense in our condensed consolidated statement of income during the three and six months ended June 30, 2017. This net charge was due to the extinguishment of long-term debt described above.

## NOTE 7: COMMITMENTS AND CONTINGENCIES

### *Guarantees*

As of June 30, 2017, we were contingently liable for guarantees of indebtedness owed by third parties of \$612 million, of which \$233 million related to variable interest entities. These guarantees are primarily related to third-party customers, bottlers, vendors and container manufacturing operations and have arisen through the normal course of business. These guarantees have various terms, and none of these guarantees was 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.

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

### *Legal Contingencies*

The Company is involved in various legal proceedings. We establish reserves for specific legal proceedings when we determine that the likelihood of an unfavorable outcome is probable and the amount of loss can be reasonably estimated. Management has also identified certain other legal matters where we believe an unfavorable outcome is reasonably possible and/or for which no estimate of possible losses can be made. Management believes that the total liabilities to the Company that may arise as a result of currently pending legal proceedings will not have a material adverse effect on the Company taken as a whole.

### *Tax Audits*

The Company is involved in various tax matters, with respect to some of which the outcome is uncertain. We establish reserves to remove some or all of the tax benefit of any of our tax positions at the time we determine that it becomes uncertain based upon one of the following conditions: (1) the tax position is not "more likely than not" to be sustained, (2) the tax position is "more likely than not" to be sustained, but for a lesser amount, or (3) the tax position is "more likely than not" to be sustained, but not in the financial period in which the tax position was originally taken. For purposes of evaluating whether or not a tax position is uncertain, (1) we presume the tax position will be examined by the relevant taxing authority that has full knowledge of all relevant information; (2) the technical merits of a tax position are derived from authorities such as legislation and statutes, legislative intent, regulations, rulings and case law and their applicability to the facts and circumstances of the tax position; and (3) each tax position is evaluated without consideration of the possibility of offset or aggregation with other tax positions taken. A number of years may elapse before a particular uncertain tax position is audited and finally resolved or when a tax assessment is raised. The number of years subject to tax assessments varies depending on the tax jurisdiction. The tax benefit that has been previously reserved because of a failure to meet the "more likely than not" recognition threshold would be recognized in our income tax expense in the first interim period when the uncertainty disappears under any one of the following conditions: (1) the tax position is "more likely than not" to be sustained, (2) the tax position, amount, and/or timing is ultimately settled through negotiation or litigation, or (3) the statute of limitations for the tax position has expired. Refer to Note 13.

On September 17, 2015, the Company received a Statutory Notice of Deficiency ("Notice") from the Internal Revenue Service ("IRS") for the tax years 2007 through 2009, after a five-year audit. In the Notice, the IRS claims that the Company's United States taxable income should be increased by an amount that creates a potential additional federal income tax liability of approximately \$3.3 billion for the period, plus interest. No penalties were asserted in the Notice. The disputed amounts largely relate to a transfer pricing matter involving the appropriate amount of taxable income the Company should report in the United States in connection with its licensing of intangible property to certain related foreign licensees regarding the manufacturing, distribution, sale, marketing and promotion of products in overseas markets.

The Company has followed the same transfer pricing methodology for these licenses since the methodology was agreed with the IRS in a 1996 closing agreement that applied back to 1987. The closing agreement provides prospective penalty protection as long as the Company follows the prescribed methodology and material facts and circumstances and relevant Federal tax law have not changed. On February 11, 2016, the IRS notified the Company, without further explanation, that the IRS has determined that material facts and circumstances and relevant Federal tax law have changed and that it may assert penalties. The Company does not agree with this determination. The Company's compliance with the closing agreement was audited and confirmed by the IRS in five successive audit cycles covering the subsequent 11 years through 2006, with the last audit concluding as recently as 2009.

The Notice represents a repudiation of the methodology previously adopted in the 1996 closing agreement. The IRS designated the matter for litigation on October 15, 2015. To the extent the matter remains designated, the Company will be prevented from pursuing any administrative settlement at IRS Appeals or under the IRS Advance Pricing and Mutual Agreement Program.

The Company firmly believes that the IRS' claims are without merit and plans to pursue all available administrative and judicial remedies necessary to resolve this matter. To that end, the Company filed a petition in the U.S. Tax Court on December 14, 2015, and the IRS filed its answer on February 12, 2016. A trial date has been set for March 5, 2018. The Company intends to



vigorously defend its position and is confident in its ability to prevail on the merits. On June 20, 2017, the Company filed a motion for summary judgment on the portion of the IRS' adjustments related to our licensee in Mexico. The Company regularly assesses the likelihood of adverse outcomes resulting from examinations such as this to determine the adequacy of its tax reserves. The Company believes that the final adjudication of this matter will not have a material impact on its consolidated financial position, results of operations or cash flows. However, the ultimate outcome of disputes of this nature is uncertain, and if the IRS were to prevail on its assertions, the additional tax, interest and any potential penalties could have a material adverse impact on the Company's financial position, results of operations and cash flows.

#### **Risk Management Programs**

The Company has numerous global insurance programs in place to help protect the Company from the risk of loss. In general, we are self-insured for large portions of many different types of claims; however, we do use commercial insurance above our self-insured retentions to reduce the Company's risk of catastrophic loss. Our reserves for the Company's self-insured losses are estimated using actuarial methods and assumptions of the insurance industry, adjusted for our specific expectations based on our claim history. Our self-insurance reserves totaled \$510 million and \$527 million as of June 30, 2017 and December 31, 2016, respectively.

#### **NOTE 8: OTHER COMPREHENSIVE INCOME**

AOCI attributable to shareowners of The Coca-Cola Company is separately presented in our condensed consolidated balance sheets as a component of The Coca-Cola Company's shareowners' equity, which also includes our proportionate share of equity method investees' AOCI. OCI attributable to noncontrolling interests is allocated to, and included in, our condensed consolidated balance sheets as part of the line item equity attributable to noncontrolling interests.

AOCI attributable to shareowners of The Coca-Cola Company consisted of the following, net of tax (in millions):

|  | June 30,<br>2017 | December 31, 2016 |
|--|------------------|-------------------|
| Foreign currency translation adjustments                       | \$ (8,963)       | \$ (9,780)        |
| Accumulated derivative net gains (losses)                      | 16               | 314               |
| Unrealized net gains (losses) on available-for-sale securities | 469              | 305               |
| Adjustments to pension and other benefit liabilities           | (2,011)          | (2,044)           |
| Accumulated other comprehensive income (loss)                  | \$ (10,489)      | \$ (11,205)       |

The following table summarizes the allocation of total comprehensive income between shareowners of The Coca-Cola Company and noncontrolling interests (in millions):

|  | Six Months Ended June 30, 2017          |       |                             |   |          |
|--|---|-------|-----------------------------|---|----------|
|  | Shareowners of<br>The Coca-Cola Company |       | Noncontrolling<br>Interests |   | Total    |
| Consolidated net income  | \$                                      | 2,553 | \$                          | 3 | \$ 2,556 |
| Other comprehensive income:  |   |       |                             |   |          |
| Net foreign currency translation adjustment  |   | 817   |                             | 1 | 818      |
| Net gain (loss) on derivatives <sup>1</sup>  |   | (298) |                             | — | (298)    |
| Net change in unrealized gain (loss) on available-for-sale securities <sup>2</sup> |   | 164   |                             | — | 164      |
| Net change in pension and other benefit liabilities <sup>3</sup>                   |   | 33    |                             | — | 33       |
| Total comprehensive income   | \$                                      | 3,269 | \$                          | 4 | \$ 3,273 |

<sup>1</sup> Refer to Note 5 for additional information related to the net gain or loss on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Refer to Note 3 for additional information related to the net unrealized gain or loss on available-for-sale securities.

<sup>3</sup> Refer to Note 12 for additional information related to the Company's pension and other postretirement benefit liabilities.

The following tables present OCI attributable to shareowners of The Coca-Cola Company, including our proportionate share of equity method investees' OCI (in millions):

| Three Months Ended June 30, 2017  | Before-Tax<br>Amount | Income Tax    | After-Tax<br>Amount |
|---|----------------------|---------------|---------------------|
| <b>Foreign currency translation adjustments:</b>  |                      |               |                     |
| Translation adjustments arising during the period   | \$ (1,427)           | \$ (15)       | \$ (1,442)          |
| Reclassification adjustments recognized in net income   | 120                  | (6)           | 114                 |
| Gains (losses) on intra-entity transactions that are of a long-term-investment nature         | 1,799                | —             | 1,799               |
| Gains (losses) on net investment hedges arising during the period                             | (930)                | 356           | (574)               |
| Net foreign currency translation adjustments  | (438)                | 335           | (103)               |
| <b>Derivatives:</b>   |                      |               |                     |
| Gains (losses) arising during the period  | (135)                | 43            | (92)                |
| Reclassification adjustments recognized in net income   | (139)                | 54            | (85)                |
| Net gains (losses) on derivatives <sup>1</sup>  | (274)                | 97            | (177)               |
| <b>Available-for-sale securities:</b>   |                      |               |                     |
| Unrealized gains (losses) arising during the period   | 87                   | (19)          | 68                  |
| Reclassification adjustments recognized in net income   | (94)                 | 31            | (63)                |
| Net change in unrealized gain (loss) on available-for-sale securities <sup>2</sup>            | (7)                  | 12            | 5                   |
| <b>Pension and other benefit liabilities:</b>   |                      |               |                     |
| Net pension and other benefit liabilities arising during the period                           | (37)                 | 5             | (32)                |
| Reclassification adjustments recognized in net income   | 32                   | (8)           | 24                  |
| Net change in pension and other benefit liabilities <sup>3</sup>                              | (5)                  | (3)           | (8)                 |
| <b>Other comprehensive income (loss) attributable to shareowners of The Coca-Cola Company</b> | <b>\$ (724)</b>      | <b>\$ 441</b> | <b>\$ (283)</b>     |

<sup>1</sup> Refer to Note 5 for additional information related to the net gain or loss on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Includes reclassification adjustments related to divestitures of certain available-for-sale securities. Refer to Note 3 and Note 10 for additional information related to these divestitures.

<sup>3</sup> Refer to Note 12 for additional information related to the Company's pension and other postretirement benefit liabilities.

| Six Months Ended June 30, 2017  | Before-Tax<br>Amount | Income Tax    | After-Tax<br>Amount |
|---|----------------------|---------------|---------------------|
| <b>Foreign currency translation adjustments:</b>  |                      |               |                     |
| Translation adjustments arising during the period   | \$ (955)             | \$ 32         | \$ (923)            |
| Reclassification adjustments recognized in net income   | 120                  | (6)           | 114                 |
| Gains (losses) on intra-entity transactions that are of a long-term-investment nature         | 2,207                | —             | 2,207               |
| Gains (losses) on net investment hedges arising during the period                             | (941)                | 360           | (581)               |
| Net foreign currency translation adjustments  | 431                  | 386           | 817                 |
| <b>Derivatives:</b>   |                      |               |                     |
| Gains (losses) arising during the period  | (213)                | 75            | (138)               |
| Reclassification adjustments recognized in net income   | (259)                | 99            | (160)               |
| Net gains (losses) on derivatives <sup>1</sup>  | (472)                | 174           | (298)               |
| <b>Available-for-sale securities:</b>   |                      |               |                     |
| Unrealized gains (losses) arising during the period   | 345                  | (106)         | 239                 |
| Reclassification adjustments recognized in net income   | (113)                | 38            | (75)                |
| Net change in unrealized gain (loss) on available-for-sale securities <sup>2</sup>            | 232                  | (68)          | 164                 |
| <b>Pension and other benefit liabilities:</b>   |                      |               |                     |
| Net pension and other benefit liabilities arising during the period                           | (41)                 | 24            | (17)                |
| Reclassification adjustments recognized in net income   | 73                   | (23)          | 50                  |
| Net change in pension and other benefit liabilities <sup>3</sup>                              | 32                   | 1             | 33                  |
| <b>Other comprehensive income (loss) attributable to shareowners of The Coca-Cola Company</b> | <b>\$ 223</b>        | <b>\$ 493</b> | <b>\$ 716</b>       |

<sup>1</sup> Refer to Note 5 for additional information related to the net gain or loss on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Includes reclassification adjustments related to divestitures of certain available-for-sale securities. Refer to Note 3 and Note 10 for additional information related to these divestitures.

<sup>3</sup> Refer to Note 12 for additional information related to the Company's pension and other postretirement benefit liabilities.

| Three Months Ended July 1, 2016  | Before-Tax<br>Amount | Income Tax | After-Tax<br>Amount |
|--|----------------------|------------|---------------------|
| <b>Foreign currency translation adjustments:</b>   |                      |            |                     |
| Translation adjustment arising during the period   | \$ 428               | \$ (108)   | \$ 320              |
| Reclassification adjustments recognized in income  | 126                  | —          | 126                 |
| Gains (losses) on net investment hedges arising during the period                            | 184                  | (70)       | 114                 |
| Reclassification adjustments for net investment hedges recognized in net income <sup>d</sup> | 77                   | (30)       | 47                  |
| Net foreign currency translation adjustments   | 815                  | (208)      | 607                 |
| <b>Derivatives:</b>  |                      |            |                     |
| Gains (losses) arising during the period   | (122)                | 47         | (75)                |
| Reclassification adjustments recognized in net income  | (100)                | 37         | (63)                |
| Net gains (losses) on derivatives <sup>1</sup>   | (222)                | 84         | (138)               |
| <b>Available-for-sale securities:</b>  |                      |            |                     |
| Unrealized gains (losses) arising during the period  | 161                  | (49)       | 112                 |
| Reclassification adjustments recognized in net income  | (4)                  | 1          | (3)                 |
| Net change in unrealized gain (loss) on available-for-sale securities <sup>2</sup>           | 157                  | (48)       | 109                 |
| <b>Pension and other benefit liabilities:</b>  |                      |            |                     |
| Net pension and other benefit liabilities arising during the period                          | (18)                 | 4          | (14)                |
| Reclassification adjustments recognized in net income  | 106                  | (34)       | 72                  |
| Net change in pension and other benefit liabilities <sup>3</sup>                             | 88                   | (30)       | 58                  |
| Other comprehensive income (loss) attributable to shareowners of The Coca-Cola Company       | \$ 838               | \$ (202)   | \$ 636              |

<sup>1</sup> Refer to Note 5 for additional information related to the net gain or loss on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Includes reclassification adjustments related to divestitures of certain available-for-sale securities. Refer to Note 3 for additional information related to these divestitures.

<sup>3</sup> Refer to Note 12 for additional information related to the Company's pension and other postretirement benefit liabilities.

| Six Months Ended July 1, 2016  | Before-Tax<br>Amount | Income Tax | After-Tax<br>Amount |
|--|----------------------|------------|---------------------|
| <b>Foreign currency translation adjustments:</b>   |                      |            |                     |
| Translation adjustment arising during the period   | \$ 462               | \$ (2)     | \$ 460              |
| Reclassification adjustments recognized in income  | 126                  | —          | 126                 |
| Gains (losses) on net investment hedges arising during the period                            | (482)                | 185        | (297)               |
| Reclassification adjustments for net investment hedges recognized in net income <sup>d</sup> | 77                   | (30)       | 47                  |
| Net foreign currency translation adjustments   | 183                  | 153        | 336                 |
| <b>Derivatives:</b>  |                      |            |                     |
| Gains (losses) arising during the period   | (607)                | 229        | (378)               |
| Reclassification adjustments recognized in net income  | (299)                | 112        | (187)               |
| Net gains (losses) on derivatives <sup>1</sup>   | (906)                | 341        | (565)               |
| <b>Available-for-sale securities:</b>  |                      |            |                     |
| Unrealized gains (losses) arising during the period  | 294                  | (77)       | 217                 |
| Reclassification adjustments recognized in net income  | (74)                 | 18         | (56)                |
| Net change in unrealized gain (loss) on available-for-sale securities <sup>2</sup>           | 220                  | (59)       | 161                 |
| <b>Pension and other benefit liabilities:</b>  |                      |            |                     |
| Net pension and other benefit liabilities arising during the period                          | (12)                 | 1          | (11)                |
| Reclassification adjustments recognized in net income  | 149                  | (49)       | 100                 |
| Net change in pension and other benefit liabilities <sup>3</sup>                             | 137                  | (48)       | 89                  |
| Other comprehensive income (loss) attributable to shareowners of The Coca-Cola Company       | \$ (366)             | \$ 387     | \$ 21               |

<sup>1</sup> Refer to Note 5 for additional information related to the net gain or loss on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Includes reclassification adjustments related to divestitures of certain available-for-sale securities. Refer to Note 3 for additional information related to these divestitures.

<sup>3</sup> Refer to Note 12 for additional information related to the Company's pension and other postretirement benefit liabilities.

The following table presents the amounts and line items in our condensed consolidated statements of income where adjustments reclassified from AOCI into income were recorded (in millions):

| Description of AOCI Component                         | Financial Statement Line Item | Amount Reclassified from<br>AOCI into Income |                                   |
|---|-------------------------------|--|-----------------------------------|
|   |                               | Three Months Ended June<br>30, 2017          | Six Months Ended June 30,<br>2017 |
| <b>Foreign currency translation adjustments:</b>      |                               |  |                                   |
| Divestitures, deconsolidations and other <sup>1</sup> | Other income (loss) — net     | \$ 120                                       | \$ 120                            |
|   | Income before income taxes    | 120  | 120                               |
|   | Income taxes                  | (6)  | (6)                               |
|   | Consolidated net income       | \$ 114                                       | \$ 114                            |
| <b>Derivatives:</b>                                   |                               |  |                                   |
| Foreign currency contracts                            | Net operating revenues        | \$ (115)                                     | \$ (222)                          |
| Foreign currency and commodity contracts              | Cost of goods sold            | (2)  | (6)                               |
| Foreign currency contracts                            | Other income (loss) — net     | (33)   | (52)                              |
| Divestitures, deconsolidations and other <sup>1</sup> | Other income (loss) — net     | 1  | 1                                 |
| Foreign currency and interest rate contracts          | Interest expense              | 10   | 20                                |
|   | Income before income taxes    | (139)  | (259)                             |
|   | Income taxes                  | 54   | 99                                |
|   | Consolidated net income       | \$ (85)                                      | \$ (160)                          |
| <b>Available-for-sale securities:</b>                 |                               |  |                                   |
| Divestitures, deconsolidations and other <sup>1</sup> | Other income (loss) — net     | \$ (87)                                      | \$ (87)                           |
| Sale of securities                                    | Other income (loss) — net     | (7)  | (26)                              |
|   | Income before income taxes    | (94)   | (113)                             |
|   | Income taxes                  | 31   | 38                                |
|   | Consolidated net income       | \$ (63)                                      | \$ (75)                           |
| <b>Pension and other benefit liabilities:</b>         |                               |  |                                   |
| Curtailment charge                                    | Other operating charges       | \$ (18)                                      | \$ (18)                           |
| Divestitures, deconsolidations and other <sup>1</sup> | Other income (loss) — net     | 7  | 7                                 |
| Recognized net actuarial loss (gain)                  | *                             | 47   | 93                                |
| Recognized prior service cost (credit)                | *                             | (4)  | (9)                               |
|   | Income before income taxes    | 32   | 73                                |
|   | Income taxes                  | (8)  | (23)                              |
|   | Consolidated net income       | \$ 24  | \$ 50                             |

<sup>1</sup> Primarily related to the integration of Coca-Cola West Co., Ltd. ("CCW") and Coca-Cola East Japan Co., Ltd. ("CCEJ") to establish Coca-Cola Bottlers Japan Inc. ("CCBJI"). Refer to Note 10.

\*This component of AOCI is included in the Company's computation of net periodic benefit cost and is not reclassified out of AOCI into a single line item in our condensed consolidated statements of income in its entirety. Refer to Note 12 for additional information.

**NOTE 9: CHANGES IN EQUITY**

The following table provides a reconciliation of the beginning and ending carrying amounts of total equity, equity attributable to shareowners of The Coca-Cola Company and equity attributable to noncontrolling interests (in millions):

|  | Shareowners of The Coca-Cola Company |           |                     |   |              |                 |                |    | Non-controlling Interests |
|--|--------------------------------------|-----------|---------------------|---|--------------|-----------------|----------------|----|---------------------------|
|  | Common Shares Outstanding            | Total     | Reinvested Earnings | Accumulated Other Comprehensive Income (Loss) | Common Stock | Capital Surplus | Treasury Stock |    |                           |
| December 31, 2016  | 4,288                                | \$ 23,220 | \$ 65,502           | \$ (11,205)                                   | \$ 1,760     | \$ 14,993       | \$ (47,988)    | \$ | 158                       |
| Comprehensive income (loss)                                    | —                                    | 3,273     | 2,553               | 716   | —            | —               | —              | —  | 4                         |
| Dividends paid/payable to shareowners of The Coca-Cola Company | —                                    | (3,165)   | (3,165)             | —   | —            | —               | —              | —  | —                         |
| Dividends paid to noncontrolling interests                     | —                                    | (14)      | —                   | —   | —            | —               | —              | —  | (14)                      |
| Deconsolidation of certain entities                            | —                                    | (95)      | —                   | —   | —            | —               | —              | —  | (95)                      |
| Purchases of treasury stock                                    | (51)                                 | (2,189)   | —                   | —   | —            | —               | (2,189)        | —  | —                         |
| Impact related to stock compensation plans                     | 31                                   | 1,027     | —                   | —   | —            | 483             | 544            | —  | —                         |
| Other activities   | —                                    | 32        | —                   | —   | —            | (3)             | —              | —  | 35                        |
| June 30, 2017  | 4,268                                | \$ 22,089 | \$ 64,890           | \$ (10,489)                                   | \$ 1,760     | \$ 15,473       | \$ (49,633)    | \$ | 88                        |

**NOTE 10: SIGNIFICANT OPERATING AND NONOPERATING ITEMS****Other Operating Charges**

During the three months ended June 30, 2017, the Company recorded other operating charges of \$823 million. These charges primarily consisted of \$653 million of CCR asset impairments and \$87 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$44 million related to costs incurred to rebrand certain of our bottling operations. Costs related to rebranding include, among other items, internal and external costs for individuals directly working on the rebranding efforts, severance and costs associated with the implementation of information technology systems to facilitate consistent data standards and availability throughout our North America bottling system. Other operating charges also included \$14 million related to the impairment of a Venezuelan intangible asset and \$19 million related to tax litigation expense. Refer to Note 1 for additional information about the Venezuelan intangible asset and Note 14 for information on how the Company determined the asset impairment charges. Refer to Note 11 for additional information on the Company's productivity, integration and restructuring initiatives. Refer to Note 15 for the impact these charges had on our operating segments.

During the six months ended June 30, 2017, the Company recorded other operating charges of \$1,131 million. These charges primarily consisted of \$737 million of CCR asset impairments and \$226 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$101 million related to costs incurred to rebrand certain of our bottling operations, \$34 million related to impairments of Venezuelan intangible assets and \$25 million related to tax litigation expense. Refer to Note 1 for additional information about the Venezuelan intangible assets and Note 14 for information on how the Company determined the asset impairment charges. Refer to Note 11 for additional information on the Company's productivity, integration and restructuring initiatives. Refer to Note 15 for the impact these charges had on our operating segments.

During the three months ended July 1, 2016, the Company incurred other operating charges of \$297 million. These charges included \$65 million due to the Company's productivity and reinvestment program and \$41 million due to the integration of our German bottling operations. In addition, the Company recorded charges of \$52 million related to costs incurred to rebrand our North America bottling territories. These costs include, among other items, internal and external costs for individuals directly working on the rebranding efforts, severance and costs associated with the implementation of information technology systems to facilitate consistent data standards and availability throughout the North America bottling system. The Company also recorded a charge of \$100 million related to a cash contribution we made to The Coca-Cola Foundation and charges of \$32 million related to noncapitalizable transaction costs associated with pending and closed transactions. Refer to Note 11 for additional information on the Company's productivity, integration and restructuring initiatives and Note 15 for the impact these charges had on our operating segments.

During the six months ended July 1, 2016, the Company incurred other operating charges of \$608 million. These charges primarily consisted of \$128 million due to the Company's productivity and reinvestment program and \$240 million due to the integration of our German bottling operations. In addition, the Company recorded charges of \$97 million related to costs incurred to rebrand our North America bottling territories. The Company also recorded a charge of \$100 million related to a cash contribution we made to The Coca-Cola Foundation and charges of \$33 million related to noncapitalizable transaction costs associated with pending and closed transactions. Refer to Note 11 for additional information on the Company's productivity, integration and restructuring initiatives. Refer to Note 15 for the impact these charges had on our operating segments.

#### ***Other Nonoperating Items***

##### *Interest Expense*

During the three and six months ended June 30, 2017, the Company recorded a net charge of \$38 million related to the extinguishment of long-term debt. Refer to Note 6.

##### *Equity Income (Loss) — Net*

During the three and six months ended June 30, 2017, the Company recorded a net gain of \$37 million and a net charge of \$21 million, respectively. During the three and six months ended July 1, 2016, the Company recorded net charges of \$18 million and \$21 million, respectively. These amounts represent the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees. Refer to Note 15 for the impact these items had on our operating segments.

##### *Other Income (Loss) — Net*

During the three months ended June 30, 2017, the Company recognized a gain of \$445 million related to the integration of CCW and CCEJ to establish CCBJI. In exchange for our previously existing equity interests in CCW and CCEJ, we received an approximate 17 percent equity interest in CCBJI with a fair market value of \$1,112 million as of April 1, 2017. The Company accounts for its 17 percent interest in CCBJI as an equity method investment based on our equity ownership percentage, our representation on CCBJI's Board of Directors, material intercompany transactions and other governance rights. The Company also recognized a \$25 million gain as a result of Coca-Cola FEMSA, S.A.B. de C.V. ("Coca-Cola FEMSA"), an equity method investee, issuing additional shares of its stock during the period at a per share amount greater than the carrying value of the Company's per share investment and a gain of \$9 million related to rebranding a substantial portion of our China bottling operations. These gains were partially offset by a net charge of \$214 million due to the rebranding of certain bottling territories in North America and charges of \$109 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. The Company also incurred a charge of \$26 million related to our former German bottling operations. Refer to Note 2 for additional information on the rebranding of our China bottling operations, North America rebranding and the conversion payments. Refer to Note 15 for the impact these items had on our operating segments.

During the six months ended June 30, 2017, the Company recognized a net charge of \$711 million due to the rebranding of certain bottling territories in North America and charges of \$215 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. The Company also incurred a charge of \$26 million related to our former German bottling operations. These losses were partially offset by a gain of \$445 million related to the integration of CCW and CCEJ to establish CCBJI. In exchange for our previously existing equity interests in CCW and CCEJ, we received an approximate 17 percent equity interest in CCBJI. The Company also recognized a \$25 million gain as a result of Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock during the period at a per share amount greater than the carrying value of the Company's per share investment and a gain of \$9 million related to rebranding a substantial portion of our China bottling operations. Refer to Note 2 for additional information on the North America rebranding, the conversion payments and the rebranding of our China bottling operations. Refer to Note 15 for the impact these items had on our operating segments.

During the three months ended July 1, 2016, the Company recognized a gain of \$1,323 million due to the deconsolidation of our German bottling operations. This gain was partially offset by losses of \$199 million due to the rebranding of territories in North America. Refer to Note 2 for additional information on the deconsolidation of our German bottling operations and the North America rebranding. Refer to Note 15 for the impact these items had on our operating segments.

During the six months ended July 1, 2016, the Company recognized a gain of \$1,323 million due to the deconsolidation of our German bottling operations and a gain of \$18 million resulting from the Company's disposal of its investment in Keurig. These gains were partially offset by losses of \$568 million due to the rebranding of territories in North America. Refer to Note 2 for additional information on the deconsolidation of our German bottling operations, the Keurig investment disposal and the North America rebranding. Refer to Note 15 for the impact these items had on our operating segments.

## NOTE 11: PRODUCTIVITY, INTEGRATION AND RESTRUCTURING INITIATIVES

### *Productivity and Reinvestment*

In February 2012, the Company announced a productivity and reinvestment program designed to further enable our efforts to strengthen our brands and reinvest our resources to drive long-term profitable growth. This program is focused on the following initiatives: global supply chain optimization; global marketing and innovation effectiveness; operating expense leverage and operational excellence; data and information technology systems standardization; and the integration of Old CCE.

In February 2014, the Company announced the expansion of our productivity and reinvestment program to drive incremental productivity that will primarily be redirected into increased media investments. Our incremental productivity goal consists of two relatively equal components. First, we will expand savings through global supply chain optimization, data and information technology systems standardization, and resource and cost reallocation. Second, we will increase the effectiveness of our marketing investments by transforming our marketing and commercial model to redeploy resources into more consumer-facing marketing investments to accelerate growth.

In October 2014, the Company announced that we were further expanding our productivity and reinvestment program and extending it through 2019. The expansion of the productivity initiatives will focus on four key areas: restructuring the Company's global supply chain; implementing zero-based work, an evolution of zero-based budget principles, across the organization; streamlining and simplifying the Company's operating model; and further driving increased discipline and efficiency in direct marketing investments.

In April 2017, the Company announced its plans to transition to a new, more agile operating model to enable growth. Under this operating model, our business units will be supported by an expanded enabling services organization and a corporate center focused on a few strategic initiatives, policy and governance. The expanded enabling services organization will focus on both simplifying and standardizing key transactional processes and providing support to business units through global centers of excellence.

The Company has incurred total pretax expenses of \$2,634 million related to this program since it commenced. These expenses were recorded in the line item other operating charges in our condensed consolidated statements of income. Refer to Note 15 for the impact these charges had on our operating segments. Outside services reported in the table below primarily relate to expenses in connection with legal, outplacement and consulting activities. Other direct costs reported in the table below include, among other items, internal and external costs associated with the development, communication, administration and implementation of these initiatives; accelerated depreciation on certain fixed assets; contract termination fees; and relocation costs.

The following table summarizes the balance of accrued expenses related to these productivity and reinvestment initiatives and the changes in the accrued amounts as of and for the three months ended June 30, 2017 (in millions):

|                            | Accrued<br>Balance<br>March 31, 2017 | Costs<br>Incurred<br>Three Months Ended<br>June 30, 2017 | Payments | Noncash<br>and<br>Exchange | Accrued<br>Balance<br>June 30, 2017 |
|----------------------------|--------------------------------------|--|----------|----------------------------|-------------------------------------|
| Severance pay and benefits | \$ 177                               | \$ 10  | \$ (22)  | \$ (3)                     | \$ 162                              |
| Outside services           | 10                                   | 27   | (25)     | (1)                        | 11                                  |
| Other direct costs         | 18                                   | 50   | (51)     | (1)                        | 16                                  |
| Total                      | \$ 205                               | \$ 87  | \$ (98)  | \$ (5)                     | \$ 189                              |

The following table summarizes the balance of accrued expenses related to these productivity and reinvestment initiatives and the changes in the accrued amounts as of and for the six months ended June 30, 2017 (in millions):

|                            | Accrued<br>Balance<br>December 31, 2016 | Costs<br>Incurred<br>Six Months Ended<br>June 30, 2017 | Payments | Noncash<br>and<br>Exchange | Accrued<br>Balance<br>June 30, 2017 |
|----------------------------|---|--|----------|----------------------------|-------------------------------------|
| Severance pay and benefits | \$ 123                                  | \$ 100   | \$ (58)  | \$ (3)                     | \$ 162                              |
| Outside services           | 6                                       | 43   | (38)     | —                          | 11                                  |
| Other direct costs         | 22                                      | 83   | (85)     | (4)                        | 16                                  |
| Total                      | \$ 151                                  | \$ 226   | \$ (181) | \$ (7)                     | \$ 189                              |

### Integration of Our German Bottling Operations

In 2008, the Company began the integration of our German bottling operations acquired in 2007. The Company incurred total pretax expenses of \$,367 million related to this initiative since it commenced, including expenses of \$41 million and \$240 million incurred during the three and six months ended July 1, 2016, respectively. These charges were recorded in the line item other operating charges in our condensed consolidated statements of income and impacted the Bottling Investments operating segment. The expenses recorded in connection with these integration activities were primarily due to involuntary terminations. During the year ended December 31, 2016, the Company deconsolidated our German bottling operations. Therefore, there was no remaining accrual balance as of December 31, 2016.

### NOTE 12: PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

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

|  | Pension Benefits   |                 | Other Benefits   |                 |
|--|--------------------|-----------------|------------------|-----------------|
|  | Three Months Ended |                 |                  |                 |
|  | June 30,<br>2017   | July 1,<br>2016 | June 30,<br>2017 | July 1,<br>2016 |
| Service cost   | \$ 50              | \$ 60           | \$ 4             | \$ 6            |
| Interest cost  | 78                 | 80              | 7                | 7               |
| Expected return on plan assets <sup>1</sup>                          | (163)              | (165)           | (3)              | (2)             |
| Amortization of prior service cost (credit)                          | —                  | (1)             | (4)              | (4)             |
| Amortization of net actuarial loss                                   | 45                 | 46              | 2                | 1               |
| Net periodic benefit cost  | 10                 | 20              | 6                | 8               |
| Curtailed charges (credits) <sup>2</sup>                             | —                  | —               | (42)             | —               |
| Special termination benefits <sup>2</sup>                            | 39                 | 5               | —                | —               |
| Total cost recognized in condensed consolidated statements of income | \$ 49              | \$ 25           | \$ (36)          | \$ 8            |

<sup>1</sup> The weighted-average expected long-term rates of return on plan assets used in computing 2017 net periodic benefit cost are 8.0 percent for pension benefits and 4.5 percent for other benefits.

<sup>2</sup> The curtailment credits and special termination benefits were primarily related to North America refranchising and the Company's productivity, restructuring and integration initiatives. Refer to Note 2 and Note 11.

|  | Pension Benefits |                 | Other Benefits   |                 |
|--|------------------|-----------------|------------------|-----------------|
|  | Six Months Ended |                 |                  |                 |
|  | June 30,<br>2017 | July 1,<br>2016 | June 30,<br>2017 | July 1,<br>2016 |
| Service cost   | \$ 100           | \$ 119          | \$ 9             | \$ 11           |
| Interest cost  | 156              | 160             | 15               | 15              |
| Expected return on plan assets <sup>1</sup>                          | (324)            | (329)           | (6)              | (5)             |
| Amortization of prior service cost (credit)                          | —                | (1)             | (9)              | (9)             |
| Amortization of net actuarial loss                                   | 89               | 92              | 4                | 3               |
| Net periodic benefit cost  | 21               | 41              | 13               | 15              |
| Curtailed charges (credits) <sup>2</sup>                             | —                | —               | (42)             | —               |
| Special termination benefits <sup>2</sup>                            | 57               | 13              | —                | —               |
| Total cost recognized in condensed consolidated statements of income | \$ 78            | \$ 54           | \$ (29)          | \$ 15           |

<sup>1</sup> The weighted-average expected long-term rates of return on plan assets used in computing 2017 net periodic benefit cost are 8.0 percent for pension benefits and 4.5 percent for other benefits.

<sup>2</sup> The curtailment credits and special termination benefits were primarily related to North America refranchising and the Company's productivity, restructuring and integration initiatives. Refer to Note 2 and Note 11.

During the six months ended June 30, 2017, the Company contributed \$55 million to our pension plans, and we anticipate making additional contributions of approximately \$37 million during the remainder of 2017. The Company contributed \$502 million to our pension plans during the six months ended July 1, 2016.



#### NOTE 13: INCOME TAXES

Our effective tax rate reflects the benefits of having significant operations outside the United States, which are generally taxed at rates lower than the U.S. statutory rate of 35.0 percent. As a result of employment actions and capital investments made by the Company, certain tax jurisdictions provide income tax incentive grants, including Brazil, Costa Rica, Singapore and Swaziland. The terms of these grants expire from 2017 to 2036. We anticipate that we will be able to extend or renew the grants in these locations. In addition, our effective tax rate reflects the benefits of having significant earnings generated in investments accounted for under the equity method of accounting, which are generally taxed at rates lower than the U.S. statutory rate.

At the end of each interim period, we make our best estimate of the effective tax rate expected to be applicable for the full fiscal year. This estimate reflects, among other items, our best estimate of operating results and foreign currency exchange rates. Based on current tax laws, the Company's estimated effective tax rate for 2017 is 24.0 percent. However, in arriving at this estimate we do not include the estimated impact of significant operating and nonoperating items, which may cause significant variations in the customary relationship between income tax expense and income before income taxes.

On September 17, 2015, the Company received a Statutory Notice of Deficiency from the IRS for the tax years 2007 through 2009, after a five-year audit. Refer to Note 7.

The Company recorded income tax expense of \$1,252 million (47.7 percent effective tax rate) and \$839 million (19.5 percent effective tax rate) during the three months ended June 30, 2017 and July 1, 2016, respectively. The Company recorded income tax expense of \$1,575 million (38.1 percent effective tax rate) and \$1,240 million (20.0 percent effective tax rate) during the six months ended June 30, 2017 and July 1, 2016, respectively.

The following table illustrates the income tax expense (benefit) associated with significant operating and nonoperating items for the interim periods presented (in millions):

|   | Three Months Ended    |                    | Six Months Ended      |                     |
|---|-----------------------|--------------------|-----------------------|---------------------|
|   | June 30,<br>2017      | July 1,<br>2016    | June 30,<br>2017      | July 1,<br>2016     |
| Asset impairments   | \$ (164) <sup>1</sup> | \$ —               | \$ (164) <sup>1</sup> | \$ —                |
| Productivity and reinvestment program                         | (31) <sup>2</sup>     | (24) <sup>8</sup>  | (83) <sup>2</sup>     | (45) <sup>8</sup>   |
| Other productivity, integration and restructuring initiatives | —                     | — <sup>9</sup>     | —                     | — <sup>9</sup>      |
| Transaction gains and losses                                  | 707 <sup>3</sup>      | 26 <sup>10</sup>   | 533 <sup>4</sup>      | (117) <sup>11</sup> |
| Certain tax matters   | (40) <sup>5</sup>     | 83 <sup>12</sup>   | (70) <sup>5</sup>     | 77 <sup>12</sup>    |
| Other — net   | (12) <sup>6</sup>     | (45) <sup>13</sup> | (29) <sup>7</sup>     | (46) <sup>14</sup>  |

<sup>1</sup> Related to charges of \$667 million and \$771 million during the three and six months ended June 30, 2017, respectively, due to the impairment of certain assets. Refer to Note 10 and Note 14.

<sup>2</sup> Related to charges of \$87 million and \$226 million during the three and six months ended June 30, 2017, respectively. These charges were due to the Company's productivity and reinvestment program. Refer to Note 11.

<sup>3</sup> Related to a net gain of \$82 million which primarily consisted of a \$445 million gain related to the merger of CCW and CCEJ, a \$25 million gain related to Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock and a \$9 million gain related to refranchising a substantial portion of our China bottling operations. These gains were partially offset by a net charge of \$214 million as a result of the refranchising of certain bottling territories in North America, charges of \$109 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements, a charge of \$44 million related to costs incurred to refranchise certain of our bottling operations and a charge of \$26 million related to our former German bottling operations. Refer to Note 2 and Note 10.

<sup>4</sup> Related to charges of \$583 million which primarily consisted of \$711 million of net charges as a result of the refranchising of certain bottling territories in North America, charges of \$215 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements, \$101 million related to costs incurred to refranchise certain of our bottling operations and a charge of \$26 million related to our former German bottling operations. These charges were partially offset by a \$445 million gain related to the merger of CCW and CCEJ, a \$25 million gain related to Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock and a \$9 million gain related to refranchising a substantial portion of our China bottling operations. Refer to Note 2 and Note 10.

<sup>5</sup> Related to \$29 million and \$82 million of excess tax benefits associated with the Company's share-based compensation arrangements during the three and six months ended June 30, 2017, respectively, and the tax benefit associated with the reversal of valuation allowances in certain of the Company's foreign jurisdictions both of which were partially offset by changes to our uncertain tax positions, including interest and penalties. The components of the net change in uncertain tax positions were individually insignificant.

<sup>6</sup> Related to charges of \$22 million which primarily consisted of a \$38 million net charge related to the extinguishment of long-term debt and \$19 million due to tax litigation expense partially offset by a \$37 million net gain due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees. Refer to Note 10.

<sup>7</sup> Related to charges of \$86 million which primarily consisted of a \$38 million net charge related to the extinguishment of long-term debt, \$25 million due to tax litigation expense and a \$21 million net charge due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees. Refer to Note 10.

<sup>8</sup> Related to charges of \$65 million and \$128 million during the three and six months ended July 1, 2016, respectively. These charges were due to the Company's productivity and reinvestment program. Refer to Note 11.

<sup>9</sup> Related to charges of \$41 million and \$240 million during the three and six months ended July 1, 2016, respectively. These charges were due to the integration of our German bottling operations. Refer to Note 11.

<sup>10</sup> Related to a net gain of \$1,040 million which primarily consisted of a \$1,292 million gain related to the deconsolidation of our German bottling operations, partially offset by \$199 million of losses due to the refranchising of territories in North America and \$52 million of costs incurred to refranchise our North America bottling territories. Refer to Note 2 and Note 10.

<sup>11</sup> Related to a net gain of \$643 million which primarily consisted of a \$1,292 million gain related to the deconsolidation of our German bottling operations and an \$18 million gain related to the disposal of our investment in Keurig. These gains were partially offset by charges of \$665 million related to \$568 million of losses due to the refranchising of territories in North America and \$97 million related to costs incurred to refranchise our North America bottling territories. Refer to Note 2 and Note 10.

<sup>12</sup> Primarily related to amounts required to be recorded for changes to our uncertain tax positions, including interest and penalties.

<sup>13</sup> Related to charges of \$125 million which included a \$100 million cash contribution to The Coca-Cola Foundation, an \$18 million charge due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees and a \$7 million charge due to tax litigation expense. Refer to Note 10.

<sup>14</sup> Related to charges of \$131 million which included a \$100 million cash contribution to The Coca-Cola Foundation, a \$21 million charge due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees and a \$10 million charge due to tax litigation expense. Refer to Note 10.

The Company evaluates the recoverability of our deferred tax assets in accordance with U.S. GAAP. We perform our recoverability tests on a quarterly basis, or more frequently, to determine whether it is more likely than not that any of our deferred tax assets will not be realized within their life cycle based on the available evidence. The Company's deferred tax asset valuation allowances are primarily the result of uncertainties regarding the future realization of recorded tax benefits on tax loss carryforwards from operations in various jurisdictions.

#### **NOTE 14: FAIR VALUE MEASUREMENTS**

U.S. GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Additionally, the inputs used to measure fair value are prioritized based on a three-level hierarchy. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs other than quoted prices included in Level 1. We value assets and liabilities included in this level using dealer and broker quotations, certain pricing models, bid prices, quoted prices for similar assets and liabilities in active markets, or other inputs that are observable or can be corroborated by observable market data.
- Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

##### ***Recurring Fair Value Measurements***

In accordance with U.S. GAAP, certain assets and liabilities are required to be recorded at fair value on a recurring basis. For our Company, the only assets and liabilities that are adjusted to fair value on a recurring basis are investments in equity and debt securities classified as trading or available-for-sale and derivative financial instruments. Additionally, the Company adjusts the carrying value of certain long-term debt as a result of the Company's fair value hedging strategy.

##### ***Investments in Trading and Available-for-Sale Securities***

The fair values of our investments in trading and available-for-sale securities using quoted market prices from daily exchange traded markets are based on the closing price as of the balance sheet date and are classified as Level 1. The fair values of our investments in trading and available-for-sale securities classified as Level 2 are priced using quoted market prices for similar instruments or non-binding market prices that are corroborated by observable market data. Inputs into these valuation techniques include actual trade data, benchmark yields, broker/dealer quotes and other similar data. These inputs are obtained from quoted market prices, independent pricing vendors or other sources.

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

The fair values of our futures contracts are primarily determined using quoted contract prices on futures exchange markets. The fair values of these instruments are based on the closing contract price as of the balance sheet date and are classified as Level 1.

The fair values of our derivative instruments other than futures are determined using standard valuation models. The significant inputs used in these models are readily available in public markets, or can be derived from observable market transactions, and therefore have been classified as Level 2. Inputs used in these standard valuation models for derivative instruments other than futures include the applicable exchange rates, forward rates, interest rates, discount rates and commodity prices. The standard valuation model for options also uses implied volatility as an additional input. The discount rates are based on the historical U.S. Deposit or U.S. Treasury rates, and the implied volatility specific to options is based on quoted rates from financial institutions.

Included in the fair value of derivative instruments is an adjustment for nonperformance risk. The adjustment is based on current credit default swap ("CDS") rates applied to each contract, by counterparty. We use our counterparty's CDS rate when we are in an asset position and our own CDS rate when we are in a liability position. The adjustment for nonperformance risk did not have a significant impact on the estimated fair value of our derivative instruments.

The following tables summarize those assets and liabilities measured at fair value on a recurring basis (in millions):

| June 30, 2017                              | Level 1         | Level 2         | Level 3          | Other <sup>4</sup> | Netting Adjustment <sup>5</sup> | Fair Value Measurements |
|--|-----------------|-----------------|------------------|--------------------|---------------------------------|-------------------------|
| <b>Assets:</b>                             |                 |                 |                  |                    |                                 |                         |
| Trading securities <sup>1</sup>            | \$ 221          | \$ 120          | \$ 9             | \$ 65              | \$ —                            | \$ 415                  |
| Available-for-sale securities <sup>1</sup> | 2,948           | 4,942           | 152 <sup>3</sup> | —                  | —                               | 8,042                   |
| Derivatives <sup>2</sup>                   | 9               | 410             | —                | —                  | (333) <sup>6</sup>              | 86 <sup>8</sup>         |
| <b>Total assets</b>                        | <b>\$ 3,178</b> | <b>\$ 5,472</b> | <b>\$ 161</b>    | <b>\$ 65</b>       | <b>\$ (333)</b>                 | <b>\$ 8,543</b>         |
| <b>Liabilities:</b>                        |                 |                 |                  |                    |                                 |                         |
| Derivatives <sup>2</sup>                   | \$ (1)          | \$ (277)        | \$ —             | \$ —               | \$ 215 <sup>7</sup>             | \$ (63) <sup>8</sup>    |
| <b>Total liabilities</b>                   | <b>\$ (1)</b>   | <b>\$ (277)</b> | <b>\$ —</b>      | <b>\$ —</b>        | <b>\$ 215</b>                   | <b>\$ (63)</b>          |

<sup>1</sup> Refer to Note 3 for additional information related to the composition of our trading securities and available-for-sale securities.

<sup>2</sup> Refer to Note 5 for additional information related to the composition of our derivative portfolio.

<sup>3</sup> Primarily related to debt securities that mature in 2018.

<sup>4</sup> Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy but are included to reconcile to the amounts presented in Note 3.

<sup>5</sup> Amounts represent the impact of legally enforceable master netting agreements that allow the Company to settle positive and negative positions and also cash collateral held or placed with the same counterparties. There are no amounts subject to legally enforceable master netting agreements that management has chosen not to offset or that do not meet the offsetting requirements. Refer to Note 5.

<sup>6</sup> The Company is obligated to return \$140 million in cash collateral it has netted against its net asset derivative position.

<sup>7</sup> The Company has the right to reclaim \$22 million in cash collateral it has netted against its derivative position.

<sup>8</sup> The Company's derivative financial instruments are recorded at fair value in our condensed consolidated balance sheets as follows: \$86 million in the line item other assets and \$63 million in the line item other liabilities. Refer to Note 5 for additional information related to the composition of our derivative portfolio.

| December 31, 2016                          | Level 1         | Level 2         | Level 3          | Other <sup>4</sup> | Netting Adjustment <sup>5</sup> | Fair Value Measurements |
|--|-----------------|-----------------|------------------|--------------------|---------------------------------|-------------------------|
| <b>Assets:</b>                             |                 |                 |                  |                    |                                 |                         |
| Trading securities <sup>1</sup>            | \$ 202          | \$ 115          | \$ 4             | \$ 63              | \$ —                            | \$ 384                  |
| Available-for-sale securities <sup>1</sup> | 1,655           | 4,619           | 139 <sup>3</sup> | —                  | —                               | 6,413                   |
| Derivatives <sup>2</sup>                   | 4               | 878             | —                | —                  | (369) <sup>6</sup>              | 513 <sup>8</sup>        |
| <b>Total assets</b>                        | <b>\$ 1,861</b> | <b>\$ 5,612</b> | <b>\$ 143</b>    | <b>\$ 63</b>       | <b>\$ (369)</b>                 | <b>\$ 7,310</b>         |
| <b>Liabilities:</b>                        |                 |                 |                  |                    |                                 |                         |
| Derivatives <sup>2</sup>                   | \$ 11           | \$ 276          | \$ —             | \$ —               | \$ (192) <sup>7</sup>           | \$ 95 <sup>8</sup>      |
| <b>Total liabilities</b>                   | <b>\$ 11</b>    | <b>\$ 276</b>   | <b>\$ —</b>      | <b>\$ —</b>        | <b>\$ (192)</b>                 | <b>\$ 95</b>            |

<sup>1</sup> Refer to Note 3 for additional information related to the composition of our trading securities and available-for-sale securities.

<sup>2</sup> Refer to Note 5 for additional information related to the composition of our derivative portfolio.

<sup>3</sup> Primarily related to long-term debt securities that mature in 2018.

<sup>4</sup> Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy but are included to reconcile to the amounts presented in Note 3.

<sup>5</sup> Amounts represent the impact of legally enforceable master netting agreements that allow the Company to settle positive and negative positions and also cash collateral held or placed with the same counterparties. There are no amounts subject to legally enforceable master netting agreements that management has chosen not to offset or that do not meet the offsetting requirements. Refer to Note 5.

<sup>6</sup> The Company is obligated to return \$201 million in cash collateral it has netted against its derivative position.

<sup>7</sup> The Company has the right to reclaim \$17 million in cash collateral it has netted against its derivative position.

<sup>8</sup> The Company's derivative financial instruments are recorded at fair value in our condensed consolidated balance sheets as follows: \$347 million in the line item prepaid expenses and other assets; \$166 million in the line item other assets; \$42 million in the line item accounts payable and accrued expenses; and \$53 million in the line item other liabilities. Refer to Note 5 for additional information related to the composition of our derivative portfolio.

Gross realized and unrealized gains and losses on Level 3 assets and liabilities were not significant for the three and six months ended June 30, 2017 and July 1, 2016.

The Company recognizes transfers between levels within the hierarchy as of the beginning of the reporting period. Gross transfers between levels within the hierarchy were not significant for the three and six months ended June 30, 2017 and July 1, 2016.

### Nonrecurring Fair Value Measurements

In addition to assets and liabilities that are recorded at fair value on a recurring basis, the Company records assets and liabilities at fair value on a nonrecurring basis as required by U.S. GAAP. Generally, assets are recorded at fair value on a nonrecurring basis as a result of impairment charges.

The gains or losses on assets measured at fair value on a nonrecurring basis are summarized in the table below (in millions):

|   | Gains (Losses)     |                 |                    |                 |
|---|--------------------|-----------------|--------------------|-----------------|
|   | Three Months Ended |                 | Six Months Ended   |                 |
|   | June 30, 2017      | July 1, 2016    | June 30, 2017      | July 1, 2016    |
| Assets held for sale <sup>1</sup>             | \$ (1,145)         | \$ (131)        | \$ (1,512)         | \$ (446)        |
| Intangible assets                             | (338) <sup>2</sup> | —               | (442) <sup>2</sup> | —               |
| Other long-lived assets                       | (329) <sup>3</sup> | —               | (329) <sup>3</sup> | —               |
| Valuation of shares in equity method investee | 25 <sup>4</sup>    | —               | 25 <sup>4</sup>    | —               |
| <b>Total</b>                                  | <b>\$ (1,787)</b>  | <b>\$ (131)</b> | <b>\$ (2,258)</b>  | <b>\$ (446)</b> |

<sup>1</sup> The Company is required to record assets and liabilities that are held for sale at the lower of carrying value or fair value less any costs to sell based on the agreed-upon sale price. These losses related to refranchising activities in North America, which were calculated based on Level 3 inputs. Refer to Note 2.

<sup>2</sup> The Company recognized impairment charges of \$291 million and \$375 million during the three and six months ended June 30, 2017, respectively, related to CCR goodwill. These impairment charges were determined by comparing the fair value of the reporting unit, based on Level 3 inputs, to its carrying value. The Company also recognized an impairment charge of \$33 million during the three and six months ended June 30, 2017, related to certain U.S. bottlers' franchise rights. This charge was determined by comparing the fair value of the asset to its current carrying value. Each of these impairment charges were primarily a result of refranchising activities in North America and management's estimates of the proceeds that are expected to be received for the remaining bottling territories upon their refranchising. Additionally, the Company recorded impairment charges of \$14 million and \$34 million during the three and six months ended June 30, 2017, respectively, related to Venezuelan intangible assets due to weaker sales and the volatility of foreign currency exchange rates resulting from continued political instability. The fair value of these assets was derived using discounted cash flow analyses based on Level 3 inputs.

<sup>3</sup> The Company recognized impairment charges of \$310 million during the three and six months ended June 30, 2017, related to CCR property, plant and equipment and \$19 million during the three and six months ended June 30, 2017, related to CCR other assets primarily as a result of refranchising activities in North America. These charges were determined by comparing the expected future cash flows (undiscounted and without interest charges) to the related carrying amounts.

<sup>4</sup> The Company recognized a gain of \$25 million as a result of Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock at a per share amount greater than the carrying value of the Company's per share investment. Accordingly, the Company is required to treat this type of transaction as if the Company had sold a proportionate share of its investment in Coca-Cola FEMSA. These gains were determined using Level 1 inputs.

### Other Fair Value Disclosures

The carrying amounts of cash and cash equivalents; short-term investments; trade accounts receivables; accounts payable and accrued expenses; and loans and notes payable approximate their fair values because of the short-term maturities of these instruments.

The fair value of our long-term debt is estimated using Level 2 inputs based on quoted prices for those instruments. Where quoted prices are not available, fair value is estimated using discounted cash flows and market-based expectations for interest rates, credit risk and the contractual terms of the debt instruments. As of June 30, 2017, the carrying amount and fair value of our long-term debt, including the current portion, were \$35,283 million and \$35,855 million, respectively. As of December 31, 2016, the carrying amount and fair value of our long-term debt, including the current portion, were \$33,211 million and \$33,752 million, respectively.

## NOTE 15: OPERATING SEGMENTS

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

|   | Europe,<br>Middle East &<br>Africa | Latin<br>America | North<br>America | Asia Pacific | Bottling<br>Investments | Corporate | Eliminations | Consolidated |
|---|------------------------------------|------------------|------------------|--------------|-------------------------|-----------|--------------|--------------|
| <b>As of and for the three months ended June 30, 2017</b> |                                    |                  |                  |              |                         |           |              |              |
| Net operating revenues:                                   |                                    |                  |                  |              |                         |           |              |              |
| Third party   | \$ 2,037                           | \$ 935           | \$ 2,286         | \$ 1,384     | \$ 3,015                | \$ 45     | \$ —         | \$ 9,702     |
| Intersegment  | —                                  | 15               | 585              | 123          | 23                      | —         | (746)        | —            |
| Total net revenues  | 2,037                              | 950              | 2,871            | 1,507        | 3,038                   | 45        | (746)        | 9,702        |
| Operating income (loss)                                   | 1,081                              | 557              | 752              | 713          | (652)                   | (373)     | —            | 2,078        |
| Income (loss) before income taxes                         | 1,111                              | 559              | 655              | 716          | (515)                   | 98        | —            | 2,624        |
| Identifiable operating assets                             | 5,409                              | 1,787            | 17,423           | 2,340        | 8,157                   | 34,027    | —            | 69,143       |
| Noncurrent investments                                    | 1,330                              | 880              | 110              | 168          | 16,035                  | 3,480     | —            | 22,003       |
| <b>As of and for the three months ended July 1, 2016</b>  |                                    |                  |                  |              |                         |           |              |              |
| Net operating revenues:                                   |                                    |                  |                  |              |                         |           |              |              |
| Third party   | \$ 1,908                           | \$ 921           | \$ 1,677         | \$ 1,401     | \$ 5,571                | \$ 61     | \$ —         | \$ 11,539    |
| Intersegment  | 123                                | 16               | 1,032            | 159          | 44                      | 2         | (1,376)      | —            |
| Total net revenues  | 2,031                              | 937              | 2,709            | 1,560        | 5,615                   | 63        | (1,376)      | 11,539       |
| Operating income (loss)                                   | 1,056                              | 512              | 735              | 758          | 216                     | (418)     | —            | 2,859        |
| Income (loss) before income taxes                         | 1,078                              | 520              | 745              | 760          | 269                     | 927       | —            | 4,299        |
| Identifiable operating assets                             | 4,765                              | 1,990            | 16,706           | 2,381        | 19,023                  | 31,730    | —            | 76,595       |
| Noncurrent investments                                    | 1,399                              | 743              | 112              | 161          | 11,716                  | 3,368     | —            | 17,499       |
| <b>As of December 31, 2016</b>                            |                                    |                  |                  |              |                         |           |              |              |
| Identifiable operating assets                             | \$ 4,067                           | \$ 1,785         | \$ 16,566        | \$ 2,024     | \$ 15,973               | \$ 29,606 | \$ —         | \$ 70,021    |
| Noncurrent investments                                    | 1,302                              | 804              | 109              | 164          | 11,456                  | 3,414     | —            | 17,249       |

During the three months ended June 30, 2017, the results of our operating segments were impacted by the following items:

- Operating income (loss) and income (loss) before income taxes were reduced by \$1 million for Latin America, \$49 million for North America, \$2 million for Asia Pacific, \$10 million for Bottling Investments and \$31 million for Corporate due to the Company's productivity and reinvestment program. Operating income (loss) and income (loss) before income taxes were increased by \$6 million for Europe, Middle East and Africa due to the refinement of previously established accruals related to the Company's productivity and reinvestment program. Refer to Note 11.
- Operating income (loss) and income (loss) before income taxes were reduced by \$44 million for Bottling Investments due to costs incurred to rebrand certain of our bottling operations. Refer to Note 2 and Note 10.
- Operating income (loss) and income (loss) before income taxes were reduced by \$653 million for Bottling Investments and \$14 million for Corporate due to asset impairment charges. Refer to Note 1 and Note 10.
- Income (loss) before income taxes was increased by \$38 million for Bottling Investments and decreased by \$1 million for Corporate due to the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees. Refer to Note 10.
- Income (loss) before income taxes was reduced by \$109 million for North America primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. Refer to Note 2.
- Income (loss) before income taxes was reduced by \$214 million for Bottling Investments due to the rebranding of certain bottling territories in North America. Refer to Note 2.
- Income (loss) before income taxes was increased by \$445 million for Corporate due to a gain recognized resulting from the merger of CCW and CCEJ. Refer to Note 10.
- Income (loss) before income taxes was increased by \$9 million for Corporate due to a gain recognized upon rebranding a substantial portion of our China bottling operations. Refer to Note 2.
- Income (loss) before income taxes was increased by \$25 million for Corporate due to Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock during the period at a per share amount greater than the carrying value of the Company's per share investment.

- Income (loss) before income taxes was reduced by \$26 million for Corporate due to charges related to our former German bottling operations.
- Income (loss) before income taxes was reduced by \$38 million for Corporate due to the early extinguishment of long-term debt. Refer to Note 6.

During the three months ended July 1, 2016, the results of our operating segments were impacted by the following items:

- Operating income (loss) and income (loss) before income taxes were reduced by \$1 million for Europe, Middle East and Africa, \$27 million for North America, \$58 million for Bottling Investments and \$21 million for Corporate due to the Company's productivity and reinvestment program as well as other restructuring initiatives. Operating income (loss) and income (loss) before income taxes were increased by \$1 million for Latin America due to the refinement of previously established accruals related to the Company's productivity and reinvestment program. Refer to Note 10 and Note 11.
- Operating income (loss) and income (loss) before income taxes were reduced by \$52 million for Bottling Investments due to costs incurred to rebrand our North America bottling territories. Refer to Note 2 and Note 10.
- Operating income (loss) and income (loss) before income taxes were reduced by \$8 million for Bottling Investments and \$24 million for Corporate related to noncapitalizable transaction costs associated with pending and closed transactions. Refer to Note 10.
- Operating income (loss) and income (loss) before income taxes were reduced by \$100 million for Corporate as a result of a cash contribution to The Coca-Cola Foundation. Refer to Note 10.
- Income (loss) before income taxes was reduced by \$199 million for Bottling Investments due to the rebranding of certain bottling territories in North America. Refer to Note 2 and Note 10.
- Income (loss) before income taxes was reduced by \$15 million for Bottling Investments and \$3 million for Corporate due to the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees. Refer to Note 10.
- Income (loss) before income taxes was increased by \$1,323 million for Corporate as a result of the deconsolidation of our German bottling operations. Refer to Note 2.

During the three months ended June 30, 2017 and July 1, 2016, our operating segments were impacted by acquisition and divestiture activities. Refer to Note 2.

|                                       | Europe,<br>Middle East &<br>Africa | Latin<br>America | North<br>America | Asia Pacific | Bottling<br>Investments | Corporate | Eliminations | Consolidated |
|---------------------------------------|------------------------------------|------------------|------------------|--------------|-------------------------|-----------|--------------|--------------|
| <b>Six Months Ended June 30, 2017</b> |                                    |                  |                  |              |                         |           |              |              |
| Net operating revenues:               |                                    |                  |                  |              |                         |           |              |              |
| Third party                           | \$ 3,669                           | \$ 1,848         | \$ 3,908         | \$ 2,462     | \$ 6,859                | \$ 74     | \$ —         | \$ 18,820    |
| Intersegment                          | —                                  | 28               | 1,357            | 253          | 46                      | —         | (1,684)      | —            |
| Total net revenues                    | 3,669                              | 1,876            | 5,265            | 2,715        | 6,905                   | 74        | (1,684)      | 18,820       |
| Operating income (loss)               | 1,948                              | 1,062            | 1,321            | 1,258        | (762)                   | (767)     | —            | 4,060        |
| Income (loss) before income taxes     | 1,996                              | 1,066            | 1,128            | 1,265        | (1,057)                 | (267)     | —            | 4,131        |
| <b>Six Months Ended July 1, 2016</b>  |                                    |                  |                  |              |                         |           |              |              |
| Net operating revenues:               |                                    |                  |                  |              |                         |           |              |              |
| Third party                           | \$ 3,517                           | \$ 1,838         | \$ 3,098         | \$ 2,503     | \$ 10,822               | \$ 43     | \$ —         | \$ 21,821    |
| Intersegment                          | 264                                | 34               | 1,975            | 292          | 85                      | 5         | (2,655)      | —            |
| Total net revenues                    | 3,781                              | 1,872            | 5,073            | 2,795        | 10,907                  | 48        | (2,655)      | 21,821       |
| Operating income (loss)               | 1,983                              | 1,035            | 1,316            | 1,309        | 98                      | (741)     | —            | 5,000        |
| Income (loss) before income taxes     | 2,028                              | 1,038            | 1,325            | 1,314        | (163)                   | 651       | —            | 6,193        |

During the six months ended June 30, 2017, the results of our operating segments were impacted by the following items:

- Operating income (loss) and income (loss) before income taxes were reduced by \$1 million for Latin America, \$84 million for North America, \$3 million for Asia Pacific, \$24 million for Bottling Investments and \$118 million for Corporate due to the Company's productivity and reinvestment program. Operating income (loss) and income (loss) before income taxes were increased by \$4 million for Europe, Middle East and Africa due to the refinement of previously established accruals related to the Company's productivity and reinvestment program. Refer to Note 11.
- Operating income (loss) and income (loss) before income taxes were reduced by \$101 million for Bottling Investments due to costs incurred to rebrand certain of our bottling operations. Refer to Note 2 and Note 10.

- Operating income (loss) and income (loss) before income taxes were reduced by \$737 million for Bottling Investments and \$34 million for Corporate due to asset impairment charges. Refer to Note 1 and Note 10.
- Income (loss) before income taxes was reduced by \$4 million for Europe, Middle East and Africa, \$15 million for Bottling Investments and \$2 million for Corporate due to the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees. Refer to Note 10.
- Income (loss) before income taxes was reduced by \$215 million for North America primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. Refer to Note 2.
- Income (loss) before income taxes was reduced by \$711 million for Bottling Investments due to the refranchising of certain bottling territories in North America. Refer to Note 2.
- Income (loss) before income taxes was increased by \$445 million for Corporate due to a gain recognized resulting from the merger of CCW and CCEJ. Refer to Note 10.
- Income (loss) before income taxes was increased by \$9 million for Corporate due to a gain recognized upon refranchising a substantial portion of our China bottling operations. Refer to Note 2.
- Income (loss) before income taxes was increased by \$25 million for Corporate due to Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock during the period at a per share amount greater than the carrying value of the Company's per share investment.
- Income (loss) before income taxes was reduced by \$26 million for Corporate due to charges related to our former German bottling operations.
- Income (loss) before income taxes was reduced by \$38 million for Corporate due to the early extinguishment of long-term debt. Refer to Note 6.

During the six months ended July 1, 2016, the results of our operating segments were impacted by the following items:

- Operating income (loss) and income (loss) before income taxes were reduced by \$4 million for Europe, Middle East and Africa, \$58 million for North America, \$1 million for Asia Pacific, \$278 million for Bottling Investments and \$28 million for Corporate due to the Company's productivity and reinvestment program as well as other restructuring initiatives. Operating income (loss) and income (loss) before income taxes were increased by \$1 million for Latin America due to the refinement of previously established accruals related to the Company's productivity and reinvestment program. Refer to Note 10 and Note 11.
- Operating income (loss) and income (loss) before income taxes were reduced by \$97 million for Bottling Investments due to costs incurred to refranchise our North America bottling territories. Refer to Note 2 and Note 10.
- Operating income (loss) and income (loss) before income taxes were reduced by \$8 million for Bottling Investments and \$25 million for Corporate related to noncapitalizable transaction costs associated with pending and closed transactions. Refer to Note 10.
- Operating income (loss) and income (loss) before income taxes were reduced by \$100 million for Corporate as a result of a cash contribution to The Coca-Cola Foundation. Refer to Note 10.
- Income (loss) before income taxes was reduced by \$568 million for Bottling Investments due to the refranchising of certain bottling territories in North America. Refer to Note 2 and Note 10.
- Income (loss) before income taxes was reduced by \$18 million for Bottling Investments and \$3 million for Corporate due to the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees. Refer to Note 10.
- Income (loss) before income taxes was increased by \$1,323 million for Corporate as a result of the deconsolidation of our German bottling operations. Refer to Note 2.
- Income (loss) before income taxes was increased by \$18 million for Corporate as a result of the disposal of our investment in Keurig. Refer to Note 2.

During the six months ended June 30, 2017 and July 1, 2016, our operating segments were impacted by acquisition and divestiture activities. Refer to Note 2.



## **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

When used in this report, the terms "The Coca-Cola Company," "Company," "we," "us" and "our" mean The Coca-Cola Company and all entities included in our Condensed Consolidated Financial Statements.

### **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

#### ***Recoverability of Current and Noncurrent Assets***

Our Company faces many uncertainties and risks related to various economic, political and regulatory environments in the countries in which we operate, particularly in developing and emerging markets. Refer to the heading "Item 1A. Risk Factors" in Part I and "Our Business — Challenges and Risks" in Part II of our Annual Report on Form 10-K for the year ended December 31, 2016. As a result, management must make numerous assumptions which involve a significant amount of judgment when completing recoverability and impairment tests of current and noncurrent assets in various regions around the world.

We perform recoverability and impairment tests of current and noncurrent assets in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). For certain assets, recoverability and/or impairment tests are required only when conditions exist that indicate the carrying value may not be recoverable. For other assets, impairment tests are required at least annually, or more frequently if events or circumstances indicate that an asset may be impaired.

Our equity method investees also perform such recoverability and/or impairment tests. If an impairment charge is recorded by one of our equity method investees, the Company records its proportionate share of such charge as a reduction of equity income (loss) — net in our condensed consolidated statement of income. However, the actual amount we record with respect to our proportionate share of such charges may be impacted by items such as basis differences, deferred taxes and deferred gains.

#### ***Investments in Equity and Debt Securities***

Investments classified as trading securities are not assessed for impairment, since they are carried at fair value with the change in fair value included in net income. We review our investments in equity and debt securities that are accounted for using the equity method or cost method or that are classified as available-for-sale or held-to-maturity each reporting period to determine whether a significant event or change in circumstances has occurred that may have an adverse effect on the fair value of each investment. When such events or changes occur, we evaluate the fair value compared to our cost basis in the investment. We also perform this evaluation every reporting period for each investment for which our cost basis has exceeded the fair value. The fair values of most of our Company's investments in publicly traded companies are often readily available based on quoted market prices. For investments in nonpublicly traded companies, management's assessment of fair value is based on valuation methodologies including discounted cash flows, estimates of sales proceeds and appraisals, as appropriate. We consider the assumptions that we believe a hypothetical marketplace participant would use in evaluating estimated future cash flows when employing the discounted cash flow or estimates of sales proceeds valuation methodologies. The ability to accurately predict future cash flows, especially in emerging and developing markets, may impact the determination of fair value.

In the event the fair value of an investment declines below our cost basis, management is required to determine if the decline in fair value is other than temporary. If management determines the decline is other than temporary, an impairment charge is recorded. Management's assessment as to the nature of a decline in fair value is based on, among other things, the length of time and the extent to which the market value has been less than our cost basis; the financial condition and near-term prospects of the issuer; and our intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in market value.

The following table presents the difference between calculated fair values, based on quoted closing prices of publicly traded shares, and our Company's cost basis in investments in publicly traded companies accounted for under the equity method (in millions):

| June 30, 2017                              | Estimated Fair Value | Carrying Value   | Difference      |
|--|----------------------|------------------|-----------------|
| Monster Beverage Corporation               | \$ 5,073             | \$ 3,316         | \$ 1,757        |
| Coca-Cola FEMSA, S.A.B. de C.V.            | 4,838                | 1,699            | 3,139           |
| Coca-Cola European Partners plc            | 3,577                | 3,483            | 94              |
| Coca-Cola HBC AG                           | 2,474                | 1,190            | 1,284           |
| Coca-Cola Amatil Limited                   | 1,534                | 702              | 832             |
| Coca-Cola Bottlers Japan Inc. <sup>1</sup> | 985                  | 1,131            | (146)           |
| Coca-Cola İçecek A.Ş.                      | 580                  | 242              | 338             |
| Coca-Cola Bottling Co. Consolidated        | 568                  | 119              | 449             |
| Embotelladora Andina S.A.                  | 550                  | 271              | 279             |
| Corporación Lindley S.A.                   | 252                  | 120              | 132             |
| <b>Total</b>                               | <b>\$ 20,431</b>     | <b>\$ 12,273</b> | <b>\$ 8,158</b> |

<sup>1</sup> The carrying value of our investment exceeded its fair value as of June 30, 2017. Based on the length of time and the extent to which the market value has been less than our cost basis; the financial condition and near-term prospects of the issuer; and our intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in market value, management determined that the decline in fair value was temporary in nature. Therefore, we did not record an impairment charge.

As of June 30, 2017, gross unrealized gains and losses on available-for-sale securities were \$71 million and \$53 million, respectively. Management assessed each of the available-for-sale securities that were in a gross unrealized loss position on an individual basis to determine if the decline in fair value was other than temporary. As a result of these assessments, management determined that the decline in fair value of these investments was temporary and did not record any impairment charges. We will continue to monitor these investments in future periods. Refer to Note 3 of Notes to Condensed Consolidated Financial Statements.

#### *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 for distribution rights as well as to fund future marketing activities intended to generate profitable volume and expenses such payments over the periods benefited. Payments under these programs are generally capitalized and reported in the line items prepaid expenses and other assets or other assets, as appropriate, in our condensed consolidated balance sheets. When facts and circumstances indicate that the carrying value of these assets or asset groups may not be recoverable, management assesses the recoverability of the carrying value by preparing estimates of sales volume and the resulting gross profit and cash flows. These estimated future cash flows are consistent with those we use in our internal planning. If the sum of the expected future cash 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.

During the three and six months ended June 30, 2017, the Company recorded an impairment charge of \$19 million related to Coca-Cola Refreshments' ("CCR") other noncurrent assets as a result of current year refranchising activities in North America and management's estimate of the proceeds that are expected to be received for the remaining bottling territories upon their refranchising. This charge was recorded in our Bottling Investments operating segment in the line item other operating charges in our condensed consolidated statement of income and was determined by comparing the fair value of the asset to its carrying value.

#### *Property, Plant and Equipment*

As of June 30, 2017, the carrying value of our property, plant and equipment, net of depreciation, was \$8,672 million, or 10 percent of our total assets. Certain events or changes in circumstances may indicate that the recoverability of the carrying amount or remaining useful life of property, plant and equipment should be assessed, including, among others, the manner or length of time in which the Company intends to use the asset, 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. When such events or changes in circumstances are present and an impairment review is performed, we estimate the future cash flows expected to result from the use of the asset or asset group and its eventual disposition. These estimated future cash flows are consistent with those we use in our internal planning. If the sum of the expected future cash 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. We use a variety of

methodologies to determine the fair value of property, plant and equipment, including appraisals and discounted cash flow models, which are consistent with the assumptions we believe a hypothetical marketplace participant would use.

During the three and six months ended June 30, 2017, the Company recorded impairment charges of \$310 million related to CCR's property, plant and equipment as a result of current year refranchising activities in North America and management's estimate of the proceeds that are expected to be received for the remaining bottling territories upon their refranchising. These charges were recorded in our Bottling Investments operating segment in the line item other operating charges in our condensed consolidated statement of income and were determined by comparing the fair value of the assets to their carrying value. Refer to Note 14 of Notes to Condensed Consolidated Financial Statements.

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

Intangible assets are classified into one of 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, or more frequently if events or circumstances indicate that an asset may be impaired.

The assessment of recoverability and the performance of impairment tests of intangible assets involve critical accounting estimates. These estimates require significant management judgment, include inherent uncertainties and are often interdependent; therefore, they do not change in isolation. Factors that management must estimate include, among others, the economic life of the asset, sales volume, pricing, cost of raw materials, delivery costs, inflation, cost of capital, marketing spending, foreign currency exchange rates, tax rates, capital spending and proceeds from the sale of assets. These factors are even more difficult to predict when global financial markets are highly volatile. The estimates we use when assessing the recoverability of intangible assets are consistent with those we use in our internal planning. When performing impairment tests, we estimate the fair values of the assets using management's best assumptions, which we believe would be consistent with what a hypothetical marketplace participant would use. Estimates and assumptions used in these tests are evaluated and updated as appropriate. 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 when these tests were performed, impairment charges could have resulted. As mentioned above, these factors do not change in isolation and, therefore, we do not believe it is practicable or meaningful to present the impact of changing a single factor. Furthermore, if management uses different assumptions or if different conditions exist in future periods, future impairment charges could result. Refer to the heading "Operations Review" below for additional information related to our present business environment. Certain factors discussed above are impacted by our current business environment and are discussed throughout this report, as appropriate.

Intangible assets acquired in recent transactions are naturally more susceptible to impairment, primarily due to the fact that they are recorded at fair value based on recent operating plans and macroeconomic conditions present at the time of acquisition. Consequently, if operating results and/or macroeconomic conditions deteriorate shortly after an acquisition, it could result in the impairment of the acquired assets. A deterioration of macroeconomic conditions may not only negatively impact the estimated operating cash flows used in our cash flow models but may also negatively impact other assumptions used in our analyses, including, but not limited to, the estimated cost of capital and/or discount rates. Additionally, as discussed above, in accordance with U.S. GAAP, we are required to ensure that assumptions used to determine fair value in our analyses are consistent with the assumptions that we believe a hypothetical marketplace participant would use. As a result, the cost of capital and/or discount rates used in our analyses may increase or decrease based on market conditions and trends, regardless of whether our Company's actual cost of capital has changed. Therefore, if the cost of capital and/or discount rates change, our Company may recognize an impairment of an intangible asset in spite of realizing actual cash flows that are approximately equal to, or greater than, our previously forecasted amounts.

We perform impairment tests of goodwill at our reporting unit level, which is one level below our operating segments. Our operating segments are primarily based on geographic responsibility, which is consistent with the way management runs our business. Our operating segments are subdivided into smaller geographic regions or territories that we sometimes refer to as "business units." These business units are also our reporting units. The Bottling Investments operating segment includes all Company-owned or consolidated bottling operations, regardless of geographic location, including CCR's bottling and associated supply chain operations in the United States and Canada. Generally, each Company-owned or consolidated bottling operation within our Bottling Investments operating segment is its own reporting unit. Goodwill is assigned to the reporting unit or units that benefit from the synergies arising from each business combination.

In order to test for goodwill impairment, the Company compares the fair value of the reporting unit to its carrying value, including goodwill. If the fair value of the reporting unit is lower than its carrying amount, goodwill impairment is indicated and goodwill is written down for the amount by which the carrying amount exceeds the reporting unit's fair value. However, the loss recognized cannot exceed the carrying amount of goodwill. We typically use discounted cash flow models to determine the

fair value of a reporting unit. The assumptions used in these models are consistent with those we believe a hypothetical marketplace participant would use.

During the three and six months ended June 30, 2017, the Company recorded impairment charges of \$338 million and \$442 million, respectively, related to certain intangible assets. During the three months ended June 30, 2017, these charges included \$291 million related to goodwill and \$33 million related to bottlers' franchise rights with indefinite lives. During the six months ended June 30, 2017, these charges included \$375 million related to goodwill and \$33 million related to bottlers' franchise rights with indefinite lives. The impairment charges related to goodwill were determined by comparing the fair value of the reporting unit, based on Level 3 inputs, to its carrying value. As a result of these charges, the carrying value of CCR's goodwill is zero. The impairment charge related to bottlers' franchise rights with indefinite lives was determined by comparing the fair value of the assets, based on Level 3 inputs, to the current carrying value. These impairment charges were incurred primarily as a result of current year refranchising activities in North America and management's estimate of the proceeds that are expected to be received for the remaining bottling territories upon their refranchising. These charges were recorded in our Bottling Investments operating segment in the line item other operating charges in our condensed consolidated statement of income. Additionally, we recorded impairment charges related to Venezuelan intangible assets for the three and six months ended June 30, 2017, of \$14 million and \$34 million, respectively. The Venezuelan intangible assets were written down due to weaker sales and the volatility of foreign currency exchange rates resulting from continued political instability. These charges were recorded in Corporate in the line item other operating charges in our condensed consolidated statement of income and were determined by comparing the fair value of the assets, derived using discounted cash flow analyses, to the respective carrying values.

The Company did not record any significant impairment charges related to intangible assets during the three and six months ended July 1, 2016.

If macroeconomic conditions worsen or our current financial projections are not achieved, it is possible that we may experience significant impairments of some of our intangible assets, including goodwill, which would require us to recognize impairment charges. On June 7, 2007, our Company acquired Energy Brands Inc., also known as glacéau, for approximately \$4.1 billion. The total combined fair value of the various trademarks in the glacéau portfolio significantly exceeds the remaining combined carrying value of \$2.9 billion as of June 30, 2017. However, the fair value of one of the individual trademarks in the portfolio currently approximates its carrying value. If the future operating results of this trademark do not support the current financial projections, or if macroeconomic conditions change causing the cost of capital and/or discount rate to increase without an offsetting increase in the operating results, it is likely that we would be required to recognize an additional impairment charge related to this trademark. Management will continue to monitor the fair value of our intangible assets in future periods.

## OPERATIONS REVIEW

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

### *Structural Changes, Acquired Brands and Newly Licensed Brands*

In order to continually improve upon the Company's operating performance, from time to time, we engage in buying and selling ownership interests in bottling partners and other manufacturing operations. In addition, we also acquire brands or enter into license agreements for certain brands to supplement our beverage offerings. These items impact our operating results and certain key metrics used by management in assessing the Company's performance.

Unit case volume growth is a metric used by management to evaluate the Company's performance because it measures demand for our products at the consumer level. The Company's unit case volume represents the number of unit cases (or unit case equivalents) of Company beverage products directly or indirectly sold by the Company and its bottling partners to customers and, therefore, reflects unit case volume for consolidated and unconsolidated bottlers. Refer to the heading "Beverage Volume" below.

Concentrate sales volume represents the amount of concentrates and syrups beverage bases, source waters, and powders/minerals (in all instances expressed in equivalent unit cases) sold by, or used in finished products sold by, the Company to its bottling partners or other customers. Refer to the heading "Beverage Volume" below.

Our Bottling Investments operating segment and our other finished product operations typically generate net operating revenues by selling sparkling soft drinks and a variety of other beverages, such as juices, juice drinks, sports drinks, waters, teas and coffees, to retailers or to distributors, wholesalers and bottling partners who distribute them to retailers. In addition, in the United States, we manufacture fountain syrups and sell them to fountain retailers such as restaurants and convenience stores who use the fountain syrups to produce beverages for immediate consumption, or to authorized fountain wholesalers or bottling partners who resell the fountain syrups to fountain retailers. For these consolidated finished product operations, we recognize

the associated concentrate sales volume at the time the unit case or unit case equivalent is sold to the customer. Our concentrate operations typically generate net operating revenues by selling concentrates and syrups to authorized bottling and canning operations. For these concentrate operations, we recognize concentrate revenue and concentrate sales volume when we sell concentrate to the authorized unconsolidated bottling and canning operations, and we typically report unit case volume when finished products manufactured from the concentrates and syrups are sold to the customer. When we analyze our net operating revenues we generally consider the following four factors:

(1) volume growth (concentrate sales volume or unit case volume, as appropriate), (2) acquisitions and divestitures (including structural changes defined below), as applicable, (3) changes in price, product and geographic mix and (4) foreign currency fluctuations. Refer to the heading "Net Operating Revenues" below.

We generally refer to acquisitions and divestitures of bottling, distribution or canning operations and consolidation or deconsolidation of bottling and distribution entities for accounting purposes as structural changes, which are a component of acquisitions and divestitures ("structural changes"). Typically, structural changes do not impact the Company's unit case volume on a consolidated basis or at the geographic operating segment level. We recognize unit case volume for all sales of Company beverage products regardless of our ownership interest in the bottling partner, if any. However, the unit case volume reported by our Bottling Investments operating segment is generally impacted by structural changes because it only includes the unit case volume of our consolidated bottling operations. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's acquisitions and divestitures.

"Acquired brands" refers to brands acquired during the past 12 months. Typically, the Company has not reported unit case volume or recognized concentrate sales volume related to acquired brands in periods prior to the closing of a transaction. Therefore, the unit case volume and concentrate sales volume from the sale of these brands is incremental to prior year volume. We do not generally consider acquired brands to be structural changes.

"Licensed brands" refers to brands not owned by the Company, but for which we hold certain rights, generally including, but not limited to, distribution rights, and from which we derive an economic benefit when these brands are ultimately sold. Typically, the Company has not reported unit case volume or recognized concentrate sales volume related to these brands in periods prior to the beginning of the term of a license agreement. Therefore, in the year that the licenses are entered into, the unit case volume and concentrate sales volume from the sale of these brands is incremental to prior year volume. We do not generally consider newly licensed brands to be structural changes.

During 2017, the Company sold a substantial portion of its bottling operations in China to the two local franchise bottlers. The impact of these refranchising activities has been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for our Asia Pacific and Bottling Investments operating segments.

During 2017 and 2016, the Company refranchised bottling territories in North America that were previously managed by CCR to certain of our unconsolidated bottling partners. The impact of these refranchising activities has been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for our North America and Bottling Investments operating segments. In addition, for non-Company-owned and licensed beverage products sold in the refranchised territories for which the Company no longer reports unit case volume, we have eliminated the unit case volume from the base year when calculating 2017 versus 2016 volume growth rates on a consolidated basis as well as for the North America and Bottling Investments operating segments. Refer to the headings "Beverage Volume" and "Net Operating Revenues" below.

During 2016, the Company deconsolidated its South African bottling operations and disposed of its related equity method investment in exchange for equity method investments in Coca-Cola Beverages Africa Proprietary Limited ("CCBA") and CCBA's South African subsidiary. As part of the transaction, the Company also acquired and licensed several brands. The impacts of the deconsolidation, the disposal of the related equity method investment and the new equity method investments have been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for our Europe, Middle East and Africa and Bottling Investments operating segments. The brands and licenses that the Company acquired impacted the Company's unit case volume and concentrate sales volume and therefore, in addition to being included as a structural change, they are also considered acquired brands. Refer to the headings "Beverage Volume" and "Net Operating Revenues" below.

During 2016, the Company also deconsolidated our German bottling operations as a result of their being combined to create Coca-Cola European Partners plc ("CCEP"). As a result of the transaction, the Company now owns an equity method investment in CCEP. Accordingly, the impact of the deconsolidation and new equity method investment has been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for our Europe, Middle East and Africa and Bottling Investments operating segments. The Company also changed our funding arrangement with our bottling partners in China, which resulted in a reduction in net operating revenues with an offsetting reduction in direct marketing expense. The impact of the change in the arrangement has been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for our Asia Pacific operating segment. Refer to the headings "Beverage Volume" and "Net Operating Revenues" below.

The Company sells concentrates and syrups to both consolidated and unconsolidated bottling partners. The ownership structure of our bottling partners impacts the timing of recognizing concentrate revenue and concentrate sales volume. When we sell concentrates or syrups to our consolidated bottling partners, we are not able to recognize the concentrate revenue or concentrate sales volume until the bottling partner has sold finished products manufactured from the concentrates or syrups to a third party or independent customer. When we sell concentrates or syrups to our unconsolidated bottling partners, we recognize the concentrate revenue and concentrate sales volume when the concentrates or syrups are sold to the bottling partner. The subsequent sale of the finished products manufactured from the concentrates or syrups to a customer does not impact the timing of recognizing the concentrate revenue or concentrate sales volume. When we account for an unconsolidated bottling partner as an equity method investment, we eliminate the intercompany profit related to these transactions until the equity method investee has sold finished products manufactured from the concentrates or syrups to a third party or independent customer.

The Company is currently pursuing certain transactions that, if completed, will be included as structural changes for the applicable periods. We intend to rebrand 100 percent of Company-owned bottling operations in the United States by the end of 2017. Subsequent to June 30, 2017, the Company completed the sale of its remaining Company-owned bottling operations in China. Additionally, the Company has reached an agreement with Anheuser-Busch InBev ("ABI") to transition its interest in CCBA and agreed in principle to acquire ABI's interest in bottling operations in certain other countries. These transactions are subject to the relevant regulatory and minority shareholder approvals and are expected to close by the end of 2017.

### ***Beverage Volume***

We measure the volume of Company beverage products sold in two ways: (1) unit cases of finished products and (2) concentrate sales. 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" means the number of unit cases (or unit case equivalents) of Company beverage products directly or indirectly sold by the Company and its bottling partners to customers. Unit case volume primarily consists of beverage products bearing Company trademarks. Also included in unit case volume are certain products licensed to, or distributed by, our Company, and brands owned by Coca-Cola system bottlers for which our Company provides marketing support and from the sale of which we derive economic benefit. In addition, unit case volume includes sales by certain joint ventures in which the Company has an equity interest. 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 unit case volume numbers used in this report are derived based on estimates received by the Company from its bottling partners and distributors. Concentrate sales volume represents the amount of concentrates, syrups, beverage bases, source waters, and powders/minerals (in all instances expressed in equivalent unit cases) sold by, or used in finished beverages sold by, the Company to its bottling partners or other customers. Unit case volume and concentrate sales volume growth rates are not necessarily equal during any given period. Factors such as seasonality, bottlers' inventory practices, supply point changes, timing of price increases, new product introductions and changes in product mix can impact unit case volume and concentrate sales volume and can create differences between unit case volume and concentrate sales volume growth rates. In addition to the items mentioned above, the impact of unit case volume from certain joint ventures in which the Company has an equity interest but to which the Company does not sell concentrates or syrups may give rise to differences between unit case volume and concentrate sales volume growth rates.

Information about our volume growth worldwide and by operating segment is as follows:

|                              | Percent Change 2017 versus 2016  |                                |                                |                                |
|------------------------------|----------------------------------|--------------------------------|--------------------------------|--------------------------------|
|                              | Three Months Ended June 30, 2017 |                                | Six Months Ended June 30, 2017 |                                |
|                              | Unit Cases <sup>1,2,3</sup>      | Concentrate Sales <sup>4</sup> | Unit Cases <sup>1,2,3</sup>    | Concentrate Sales <sup>4</sup> |
| Worldwide                    | —                                | —%                             | —%                             | (1)%                           |
| Europe, Middle East & Africa | 3 %                              | 5 % <sup>5</sup>               | 3 %                            | 2 % <sup>8</sup>               |
| Latin America                | (2)                              | (3)                            | (3)                            | (4)                            |
| North America                | —                                | 3 <sup>6</sup>                 | —                              | 1 <sup>9</sup>                 |
| Asia Pacific                 | 1                                | 4 <sup>7</sup>                 | 1                              | 2 <sup>10</sup>                |
| Bottling Investments         | (46)                             | N/A                            | (37)                           | N/A                            |

<sup>1</sup> Bottling Investments operating segment data reflects unit case volume growth for consolidated bottlers only.

<sup>2</sup> Geographic operating segment data reflects unit case volume growth for all bottlers in the applicable geographic areas, both consolidated and unconsolidated.

<sup>3</sup> Unit case volume percent change is based on average daily sales. Unit case volume growth based on average daily sales is computed by comparing the average daily sales in each of the corresponding periods. Average daily sales are the unit cases sold during the period divided by the number of days in the period.

<sup>4</sup> Concentrate sales volume represents the actual amount of concentrates, syrups, beverage bases, source waters and powders/minerals (in all instances expressed in equivalent unit cases) sold by, or used in finished beverages sold by, the Company to its bottling partners or other customers and is not based on average daily sales. Each of our interim reporting periods, other than the fourth interim reporting period, ends on the Friday closest to the last day of the corresponding quarterly calendar period. As a result, the first quarter of 2017 had two fewer days when compared to the first quarter of 2016, and the fourth quarter of 2017 will have one additional day when compared to the fourth quarter of 2016.

<sup>5</sup> After considering the impact of structural changes, concentrate sales volume for Europe, Middle East and Africa for the three months ended June 30, 2017 grew 3 percent.

<sup>6</sup> After considering the impact of structural changes, concentrate sales volume for North America for the three months ended June 30, 2017 grew 1 percent.

<sup>7</sup> After considering the impact of structural changes, concentrate sales volume for Asia Pacific for the three months ended June 30, 2017 was even.

<sup>8</sup> After considering the impact of structural changes, concentrate sales volume for Europe, Middle East and Africa for the six months ended June 30, 2017 grew 1 percent.

<sup>9</sup> After considering the impact of structural changes, concentrate sales volume for North America for the six months ended June 30, 2017 declined 1 percent.

<sup>10</sup> After considering the impact of structural changes, concentrate sales volume for Asia Pacific for the six months ended June 30, 2017 was even.

#### Unit Case Volume

Although a significant portion of our Company's revenues is 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 unit case volume for 2017 and 2016 reflects the impact of the transfer of distribution rights with respect to non-Company-owned brands that were previously licensed to us in North America bottling territories that have since been refranchised. The Company eliminated the unit case volume related to these structural changes from the base year when calculating the volume growth rates. Refer to the heading "Structural Changes, Acquired Brands and Newly Licensed Brands" above.

#### Three Months Ended June 30, 2017 versus Three Months Ended July 1, 2016

Unit case volume in Europe, Middle East and Africa grew 3 percent, including 1 point of growth from acquired brands, which were primarily water brands in Africa. The group's growth reflected an increase of 2 percent in sparkling soft drinks, an increase of 8 percent in water, enhanced water and sports drinks and a 16 percent increase in tea and coffee. Growth in sparkling soft drinks was led by 20 percent growth in Coca-Cola Zero. The group reported increases in unit case volume in the Western Europe, South & East Africa and West Africa business units. The increases in these business units were partially offset by a 2 percent decline in unit case volume in the Middle East & North Africa business unit.

In Latin America, unit case volume declined 2 percent, which reflected a decline of 3 percent in sparkling soft drinks partially offset by growth in juice, dairy and plant-based beverages driven by incremental volume from the recently acquired AdeS brand of plant-based beverages. The group's volume decline reflected declines of 11 percent in the Latin Center business unit and 9 percent in the Brazil business unit as a result of continued macroeconomic challenges in these regions. These declines

were partially offset by unit case volume growth of 2 percent in the Mexico business unit, which reflected 1 percent growth in sparkling soft drinks, 3 percent growth in water, enhanced water and sports drinks and 11 percent growth in juice, dairy and plant-based beverages.

Unit case volume in North America was even, reflecting even sparkling soft drinks volume, a 2 percent increase in juice, dairy and plant-based beverages, growth in energy drinks and a 5 percent decline in water, enhanced water and sports drinks. The group's sparkling soft drinks unit case volume included a 1 percent decline in Trademark Coca-Cola, offset by 5 percent growth in Trademark Sprite and 3 percent growth in Trademark Fanta.

In Asia Pacific, unit case volume increased 1 percent, reflecting even sparkling soft drinks volume and 6 percent growth in juice, dairy and plant-based beverages. Sparkling soft drinks volume included 2 percent growth in Trademark Coca-Cola, 1 percent growth in Trademark Sprite and a 2 percent decline in Trademark Fanta. Unit case volume in our Greater China and Korea business unit grew 6 percent. This growth was partially offset by a unit case volume decline in the ASEAN business unit.

Unit case volume for Bottling Investments declined 46 percent. This decrease primarily reflects the deconsolidation of our German bottling operations in May 2016, the refranchising of a substantial portion of our Chinese bottling operations in April 2017, as well as a decline in CCR's unit case volume of 51 percent. The decline in CCR's unit case volume was primarily driven by North America refranchising activities.

*Six Months Ended June 30, 2017 versus Six Months Ended July 1, 2016*

In Europe, Middle East and Africa, unit case volume grew 3 percent, including 1 point of growth from acquired brands, which were primarily water brands in Africa. The group's growth reflected an increase of 2 percent in sparkling soft drinks, an increase of 9 percent in water, enhanced water and sports drinks and a 13 percent increase in tea and coffee. These increases were partially offset by a decrease of 3 percent in juice, dairy and plant-based beverages. All business units within the group reported growth in unit case volume.

Unit case volume in Latin America declined 3 percent, which reflected a decline of 4 percent in sparkling soft drinks partially offset by growth in water, enhanced water and sports drinks, and energy drinks. The group's volume reflects declines of 15 percent in the Latin Center business unit and 9 percent in the Brazil business unit. These declines were partially offset by unit case volume growth of 4 percent in the Mexico business unit, which reflected 2 percent growth in sparkling soft drinks, 4 percent growth in water, enhanced water and sports drinks, and 12 percent growth in juice, dairy and plant-based beverages. Mexico's sparkling soft drinks unit case growth was led by 2 percent growth in Trademark Coca-Cola.

In North America, unit case volume was even, reflecting even sparkling soft drinks volume, a 2 percent increase in juice, dairy and plant-based beverages, growth in energy drinks and a 3 percent decline in water, enhanced water and sports drinks. The group's sparkling soft drinks unit case volume included a 4 percent decline in Diet Coke, offset by 5 percent growth in Trademark Sprite and 4 percent growth in Trademark Fanta.

Unit case volume in Asia Pacific grew 1 percent, reflecting an increase of 1 percent in sparkling soft drinks and 5 percent growth in juice, dairy and plant-based beverages. The increase in sparkling soft drinks volume included 2 percent growth in Trademark Coca-Cola and 1 percent growth in Trademark Sprite. Unit case volume in our Greater China and Korea business unit grew 4 percent. Unit case volume in the Japan business unit was even. This growth was partially offset by unit case volume declines of 2 percent in both our ASEAN and India & Southwest Asia business units.

Unit case volume for Bottling Investments declined 37 percent. This decrease primarily reflects the deconsolidation of our German bottling operations in May 2016, the refranchising of a substantial portion of our Chinese bottling operations in April 2017, as well as a decline in CCR's unit case volume of 40 percent. The decline in CCR's unit case volume was primarily driven by North America refranchising activities.

***Concentrate Sales Volume***

During the three months ended June 30, 2017, worldwide unit case volume and concentrate sales volume were even compared to the three months ended July 1, 2016. During the six months ended June 30, 2017, worldwide unit case volume was even and concentrate sales volume declined 1 percent compared to the six months ended July 1, 2016. The difference between the consolidated unit case volume and concentrate sales volume growth rates during the six months ended June 30, 2017, was primarily due to having two fewer days during the first quarter of 2017 when compared to the first quarter of 2016. Concentrate sales volume growth is calculated based on the actual amount of concentrate sold during the reporting period, which is impacted by the number of days. Conversely, unit case volume growth is calculated based on average daily sales, which is not impacted by the number of days in a reporting period. In addition to the impact of two fewer days, the differences between unit case volume and concentrate sales volume growth rates in the individual operating segments during the three and six months ended June 30, 2017 were impacted by the timing of concentrate shipments and the impact of unit case volume from certain joint ventures in which the Company has an equity interest, but to which the Company does not sell concentrates, syrups, beverage bases or powders.



## Net Operating Revenues

Three Months Ended June 30, 2017 versus Three Months Ended July 1, 2016

The Company's net operating revenues decreased \$1,837 million, or 16 percent.

The following table illustrates, on a percentage basis, the estimated impact of key factors resulting in the increase (decrease) in net operating revenues for each of our operating segments:

|                              | Percent Change 2017 versus 2016 |                             |                                 |                       | Total        |
|------------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------|--------------|
|                              | Volume <sup>1</sup>             | Acquisitions & Divestitures | Price, Product & Geographic Mix | Currency Fluctuations |              |
| Consolidated                 | —%                              | (17)%                       | 3%                              | (2)%                  | <b>(16)%</b> |
| Europe, Middle East & Africa | 3%                              | (1)%                        | 3%                              | (5)%                  | —            |
| Latin America                | (3)                             | (1)                         | 5                               | —                     | <b>2</b>     |
| North America                | 1                               | 2                           | 4                               | —                     | <b>6</b>     |
| Asia Pacific                 | —                               | —                           | (1)                             | (3)                   | <b>(3)</b>   |
| Bottling Investments         | (2)                             | (46)                        | 2                               | —                     | <b>(46)</b>  |

Note: Certain rows may not add due to rounding.

<sup>1</sup> Represents the percent change in net operating revenues attributable to the increase (decrease) in concentrate sales volume for our geographic operating segments (expressed in equivalent unit cases) after considering the impact of structural changes. For our Bottling Investments operating segment, this represents the percent change in net operating revenues attributable to the increase (decrease) in unit case volume after considering the impact of structural changes. Our Bottling Investments operating segment data reflects unit case volume growth for consolidated bottlers only. Refer to the heading "Beverage Volume" above.

Refer to the heading "Beverage Volume" above for additional information related to changes in our unit case and concentrate sales volumes.

"Acquisitions and Divestitures" refers to acquisitions and divestitures of brands or businesses, some of which the Company considers to be structural changes. Refer to the heading "Structural Changes, Acquired Brands and Newly Licensed Brands" above for additional information related to the structural changes.

"Price, product and geographic mix" refers to the change in revenue caused by factors such as price changes, the mix of products and packages sold, and the mix of channels and geographic territories where the sales occurred.

Price, product and geographic mix had a 3 percent favorable impact on our consolidated net operating revenues. Price, product and geographic mix was impacted by a variety of factors and events including, but not limited to, the following:

- Europe, Middle East and Africa — favorably impacted as a result of pricing initiatives, product and package mix, and geographic mix;
- Latin America — favorable price mix in all four of the segment's business units and the impact of inflationary environments in certain markets, partially offset by unfavorable geographic mix;
- North America — favorably impacted as a result of pricing initiatives and product and package mix;
- Asia Pacific — unfavorably impacted by geographic mix; and
- Bottling Investments — favorably impacted as a result of pricing initiatives and product and package mix in North America, partially offset by unfavorable price mix in India.

Fluctuations in foreign currency exchange rates decreased our consolidated net operating revenues by 2 percent. This unfavorable impact was primarily due to a stronger U.S. dollar compared to certain foreign currencies, including the euro, U.K. pound sterling, Japanese yen, Argentine peso and Mexican peso, which had an unfavorable impact on our Europe, Middle East and Africa, Asia Pacific, Latin America and Bottling Investments operating segments. The unfavorable impact of a stronger U.S. dollar compared to the currencies listed above was partially offset by the impact of a weaker U.S. dollar compared to certain other foreign currencies, including the South African rand and Brazilian real, which had a favorable impact on our Europe, Middle East and Africa, and Latin America operating segments. Refer to the heading "Liquidity, Capital Resources and Financial Position — Foreign Exchange" below.

Six Months Ended June 30, 2017 versus Six Months Ended July 1, 2016

The Company's net operating revenues decreased \$3,001 million, or 14 percent.

The following table illustrates, on a percentage basis, the estimated impact of key factors resulting in the increase (decrease) in net operating revenues for each of our operating segments:

|                              | Percent Change 2017 versus 2016 |                             |                                 |                       | Total |
|------------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------|-------|
|                              | Volume <sup>1</sup>             | Acquisitions & Divestitures | Price, Product & Geographic Mix | Currency Fluctuations |       |
| Consolidated                 | (1)%                            | (14)%                       | 3%                              | (1)%                  | (14)% |
| Europe, Middle East & Africa | 1%                              | (2)%                        | 3%                              | (5)%                  | (3)%  |
| Latin America                | (4)                             | (1)                         | 6                               | —                     | —     |
| North America                | (1)                             | 2                           | 3                               | —                     | 4     |
| Asia Pacific                 | —                               | —                           | (1)                             | (3)                   | (3)   |
| Bottling Investments         | (3)                             | (35)                        | 2                               | —                     | (37)  |

Note: Certain rows may not add due to rounding.

<sup>1</sup> Represents the percent change in net operating revenues attributable to the increase (decrease) in concentrate sales volume for our geographic operating segments (expressed in equivalent unit cases) after considering the impact of structural changes. For our Bottling Investments operating segment, this represents the percent change in net operating revenues attributable to the increase (decrease) in unit case volume after considering the impact of structural changes. Our Bottling Investments operating segment data reflects unit case volume growth for consolidated bottlers only. Refer to the heading "Beverage Volume" above.

Refer to the heading "Beverage Volume" above for additional information related to changes in our unit case and concentrate sales volumes.

"Acquisitions and Divestitures" refers to acquisitions and divestitures of brands or businesses, some of which the Company considers to be structural changes. Refer to the heading "Structural Changes, Acquired Brands and Newly Licensed Brands" above for additional information related to the structural changes.

"Price, product and geographic mix" refers to the change in revenue caused by factors such as price changes, the mix of products and packages sold, and the mix of channels and geographic territories where the sales occurred.

Price, product and geographic mix had a 3 percent favorable impact on our consolidated net operating revenues. Price, product and geographic mix was impacted by a variety of factors and events including, but not limited to, the following:

- Europe, Middle East and Africa — favorably impacted as a result of pricing initiatives, product and package mix, and geographic mix;
- Latin America — favorable price mix in all four of the segment's business units and the impact of inflationary environments in certain markets, partially offset by unfavorable geographic mix;
- North America — favorably impacted as a result of pricing initiatives and product and package mix;
- Asia Pacific — unfavorably impacted by geographic mix; and
- Bottling Investments — favorably impacted as a result of pricing initiatives and product and package mix in North America, partially offset by unfavorable price mix in India.

Fluctuations in foreign currency exchange rates decreased our consolidated net operating revenues by 1 percent. This unfavorable impact was primarily due to a stronger U.S. dollar compared to certain foreign currencies, including the euro, U.K. pound sterling, Japanese yen, Argentine peso and Mexican peso, which had an unfavorable impact on our Europe, Middle East and Africa, Asia Pacific, Latin America and Bottling Investments operating segments. The unfavorable impact of a stronger U.S. dollar compared to the currencies listed above was partially offset by the impact of a weaker U.S. dollar compared to certain other foreign currencies, including the South African rand and Brazilian real, which had a favorable impact on our Europe, Middle East and Africa, and Latin America operating segments. Refer to the heading "Liquidity, Capital Resources and Financial Position — Foreign Exchange" below.

Net operating revenue growth rates are impacted by sales volume; acquisitions and divestitures; price, product and geographic mix; and foreign currency fluctuations. The size and timing of acquisitions and divestitures are not consistent from period to period. The Company currently expects acquisitions and divestitures to have an 18 to 19 percent unfavorable impact on 2017 full year net operating revenues. Based on current spot rates and our hedging coverage in place, we expect currencies will continue to have an unfavorable impact on net operating revenues through the end of the year.

### Gross Profit Margin

As a result of our finished goods operations, which are primarily included in our North America and Bottling Investments operating segments, the following inputs represent a substantial portion of the Company's total cost of goods sold: (1) sweeteners, (2) metals, (3) juices and (4) polyethylene terephthalate ("PET"). The Company enters into hedging activities related to certain commodities in order to mitigate a portion of the price risk associated with forecasted purchases. Many of the derivative financial instruments used by the Company to mitigate the risk associated with these commodity exposures, including any related foreign currency exposure, do not qualify for hedge accounting. As a result, the changes in fair value of these derivative instruments have been, and will continue to be, included as a component of net income in each reporting period. During the three and six months ended June 30, 2017, the Company recorded a net loss of \$3 million and a net gain of \$28 million, respectively, in the line item cost of goods sold in our condensed consolidated statement of income related to the changes in the fair value of these derivative instruments. Refer to Note 5 of Notes to Condensed Consolidated Financial Statements.

Our gross profit margin increased to 62.3 percent for the three months ended June 30, 2017, compared to 61.3 percent for the three months ended July 1, 2016. Our gross profit margin increased to 61.9 percent for the six months ended June 30, 2017, compared to 60.9 percent for the six months ended July 1, 2016. These increases were primarily due to the impact of positive price mix and lower commodity costs, partially offset by the unfavorable impact of foreign currency exchange rate fluctuations and acquisitions and divestitures. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information related to acquisitions and divestitures.

### Selling, General and Administrative Expenses

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

|  | Three Months Ended |              | Six Months Ended |              |
|--|--------------------|--------------|------------------|--------------|
|  | June 30, 2017      | July 1, 2016 | June 30, 2017    | July 1, 2016 |
| Stock-based compensation expense               | \$ 59              | \$ 50        | \$ 114           | \$ 119       |
| Advertising expenses                           | 985                | 1,002        | 1,883            | 1,905        |
| Selling and distribution expenses <sup>1</sup> | 838                | 1,355        | 1,919            | 2,751        |
| Other operating expenses                       | 1,260              | 1,505        | 2,541            | 2,898        |
| Total  | \$ 3,142           | \$ 3,912     | \$ 6,457         | \$ 7,673     |

<sup>1</sup> Includes operating expenses as well as general and administrative expenses primarily related to our Bottling Investments operating segment.

During the three and six months ended June 30, 2017, selling, general and administrative expenses decreased \$770 million, or 20 percent, and \$1,216 million, or 16 percent, respectively, versus the prior year comparable periods. During the three and six months ended June 30, 2017, fluctuations in foreign currency exchange rates decreased total selling, general and administrative expenses for both periods by 1 percent. Advertising expenses during the three and six months ended June 30, 2017 decreased by 2 percent as a result of foreign currency exchange rate fluctuations, which were partially offset by increased marketing investments. The decrease in selling and distribution expenses during the three and six months ended June 30, 2017 reflects the impact of divestitures and the impact of having two fewer days during the first quarter of 2017 when compared to the first quarter of 2016. The decrease in other operating expenses during the three and six months ended June 30, 2017 reflects the impact of fluctuations in foreign currency exchange rates, timing of expenses as well as savings from our productivity and reinvestment initiatives. Foreign currency exchange rate fluctuations have a more significant impact on both advertising and other operating expenses as compared to our selling and distribution expenses since they are generally transacted in local currency. Our selling and distribution expenses are primarily related to our Company-owned bottling operations, of which the majority of expenses are attributable to CCR and are primarily denominated in U.S. dollars. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information related to divestitures.

During the six months ended June 30, 2017, the Company contributed \$55 million to our pension plans, and we anticipate making additional contributions of approximately \$37 million to our pension plans during the remainder of 2017. During the year ended December 31, 2016, the Company's total pension expense related to defined benefit plans was \$238 million, which primarily included \$86 million of net periodic benefit cost and \$155 million of settlement charges and special termination benefit costs. We expect our total 2017 pension expense to be \$364 million, which includes \$43 million of net periodic benefit cost and \$321 million of estimated settlement charges, curtailment charges and special termination benefit costs expected to be incurred. The decrease in 2017 expected net periodic benefit cost is due to favorable asset performance in 2016 compared to our expected return, partially offset by a decrease in the expected long-term rate of return on assets for the U.S. plans and a decrease in the weighted-average discount rate.

As of June 30, 2017, we had \$301 million of total unrecognized compensation cost related to nonvested stock-based compensation arrangements granted under our plans, which we expect to recognize over a weighted-average period of 1.4 years as stock-based compensation expense. This expected cost does not include the impact of any future stock-based compensation awards.

### Other Operating Charges

Other operating charges incurred by operating segment were as follows (in millions):

|                              | Three Months Ended |                 | Six Months Ended |                 |
|------------------------------|--------------------|-----------------|------------------|-----------------|
|                              | June 30,<br>2017   | July 1,<br>2016 | June 30,<br>2017 | July 1,<br>2016 |
| Europe, Middle East & Africa | \$ (6)             | \$ 1            | \$ (4)           | \$ 4            |
| Latin America                | 1                  | (1)             | 1                | (1)             |
| North America                | 49                 | 27              | 84               | 58              |
| Asia Pacific                 | 2                  | —               | 3                | 1               |
| Bottling Investments         | 708                | 119             | 863              | 384             |
| Corporate                    | 69                 | 151             | 184              | 162             |
| <b>Total</b>                 | <b>\$ 823</b>      | <b>\$ 297</b>   | <b>\$ 1,131</b>  | <b>\$ 608</b>   |

During the three months ended June 30, 2017, the Company recorded other operating charges of \$823 million. These charges primarily consisted of \$653 million of CCR asset impairments and \$87 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$44 million related to costs incurred to rebrand certain of our bottling operations. Costs related to rebranding include, among other items, internal and external costs for individuals directly working on the rebranding efforts, severance, and costs associated with the implementation of information technology systems to facilitate consistent data standards and availability throughout our North America bottling system. Other operating charges also included \$14 million related to the impairment of a Venezuelan intangible asset and \$19 million related to tax litigation expense. Refer to Note 1 of Notes to Condensed Consolidated Financial Statements for additional information about the Venezuelan intangible asset and Note 14 of Notes to Condensed Consolidated Financial Statements for information on how the Company determined the asset impairment charges. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's productivity, integration and restructuring initiatives. Refer to Note 15 of Notes to Condensed Consolidated Financial Statements for the impact these charges had on our operating segments.

During the six months ended June 30, 2017, the Company recorded other operating charges of \$1,131 million. These charges primarily consisted of \$737 million of CCR asset impairments and \$226 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$101 million related to costs incurred to rebrand certain of our bottling operations, \$34 million related to impairments of Venezuelan intangible assets and \$25 million related to tax litigation expense. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's productivity, integration and restructuring initiatives. Refer to Note 1 of Notes to Condensed Consolidated Financial Statements for additional information about the Venezuelan intangible assets and Note 14 of Notes to Condensed Consolidated Financial Statements for information on how the Company determined the asset impairment charges. Refer to Note 15 for the impact these charges had on our operating segments.

During the three months ended July 1, 2016, the Company incurred other operating charges of \$297 million. These charges included \$65 million due to the Company's productivity and reinvestment program and \$41 million due to the integration of our German bottling operations. In addition, the Company recorded charges of \$52 million related to costs incurred to rebrand our North America bottling territories. The Company also recorded a charge of \$100 million related to a cash contribution we made to The Coca-Cola Foundation and charges of \$32 million related to noncapitalizable transaction costs associated with pending and closed transactions. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements for additional information on our productivity, integration and restructuring initiatives. Refer to Note 15 of Notes to Condensed Consolidated Financial Statements for additional information related to the impact these charges had on our operating segments.

During the six months ended July 1, 2016, the Company incurred other operating charges of \$608 million. These charges primarily consisted of \$128 million due to the Company's productivity and reinvestment program and \$240 million due to the integration of our German bottling operations. In addition, the Company recorded charges of \$97 million related to costs incurred to rebrand our North America bottling territories. The Company also recorded a charge of \$100 million related to a cash contribution we made to The Coca-Cola Foundation and charges of \$33 million related to noncapitalizable transaction costs associated with pending and closed transactions. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's productivity, integration and restructuring initiatives. Refer to Note 15 of Notes to Condensed Consolidated Financial Statements for the impact these charges had on our operating segments.

### *Productivity and Reinvestment Program*

In February 2012, the Company announced a productivity and reinvestment program designed to further enable our efforts to strengthen our brands and reinvest our resources to drive long-term profitable growth. This program is focused on the following initiatives: global supply chain optimization; global marketing and innovation effectiveness; operating expense leverage and operational excellence; data and information technology systems standardization; and the integration of Coca-Cola Enterprises Inc.'s former North America bottling operations ("Old CCE").

In February 2014, the Company announced the expansion of our productivity and reinvestment program to drive incremental productivity that will primarily be redirected into increased media investments. Our incremental productivity goal consists of two relatively equal components. First, we will expand savings through global supply chain optimization, data and information technology systems standardization, and resource and cost reallocation. Second, we will increase the effectiveness of our marketing investments by transforming our marketing and commercial model to redeploy resources into more consumer-facing marketing investments to accelerate growth.

In October 2014, the Company announced that we were further expanding our productivity and reinvestment program and extending it through 2019. The expansion of the productivity initiatives will focus on four key areas: restructuring the Company's global supply chain; implementing zero-based work, an evolution of zero-based budget principles, across the organization; streamlining and simplifying the Company's operating model; and further driving increased discipline and efficiency in direct marketing investments. The Company expects that the expanded productivity initiatives will generate an incremental \$2.0 billion in annualized productivity. This productivity will enable the Company to fund marketing initiatives and innovation required to deliver sustainable net revenue growth and will also support margin expansion and increased returns on invested capital over time. We expect to achieve total annualized productivity of approximately \$3.0 billion by 2019 as a result of the initiatives implemented under the 2014 expansions of the program.

In April 2017, the Company announced that we were expanding the current productivity and reinvestment program, with planned initiatives that are expected to generate an incremental \$800 million in annualized savings by 2019. We expect to achieve these savings through additional efficiencies in both our supply chain and our marketing expenditures as well as the transition to a new, more agile operating model to enable growth. Under this operating model, our business units will be supported by an expanded enabling services organization and a corporate center focused on a few strategic initiatives, policy and governance. The expanded enabling services organization will focus on both simplifying and standardizing key transactional processes and providing support to business units through global centers of excellence. The Company has incurred total pretax expenses of \$2,634 million related to this program since it began in 2012. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements for additional information.

### *Integration of Our German Bottling Operations*

In 2008, the Company began the integration of our German bottling operations acquired in 2007. The Company incurred total pretax expenses of \$3,367 million as a result of this initiative, primarily related to involuntary terminations, including expenses of \$41 million and \$240 million incurred during the three and six months ended July 1, 2016, respectively. During the year ended December 31, 2016, the Company deconsolidated our German bottling operations.

### *Operating Income and Operating Margin*

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

|                              | Three Months Ended |                 | Six Months Ended |                 |
|------------------------------|--------------------|-----------------|------------------|-----------------|
|                              | June 30,<br>2017   | July 1,<br>2016 | June 30,<br>2017 | July 1,<br>2016 |
| Europe, Middle East & Africa | 52.0%              | 37.0%           | 48.0%            | 39.7%           |
| Latin America                | 26.8               | 17.9            | 26.2             | 20.7            |
| North America                | 36.2               | 25.7            | 32.5             | 26.3            |
| Asia Pacific                 | 34.3               | 26.5            | 31.0             | 26.2            |
| Bottling Investments         | (31.3)             | 7.5             | (18.8)           | 1.9             |
| Corporate                    | (18.0)             | (14.6)          | (18.9)           | (14.8)          |
| Total                        | 100.0%             | 100.0%          | 100.0%           | 100.0%          |

Information about our operating margin on a consolidated basis and by operating segment is as follows:

|                              | Three Months Ended |                 | Six Months Ended |                 |
|------------------------------|--------------------|-----------------|------------------|-----------------|
|                              | June 30,<br>2017   | July 1,<br>2016 | June 30,<br>2017 | July 1,<br>2016 |
| Consolidated                 | 21.4%              | 24.8%           | 21.6%            | 22.9%           |
| Europe, Middle East & Africa | 53.1%              | 55.3%           | 53.1%            | 56.4%           |
| Latin America                | 59.6               | 55.6            | 57.5             | 56.3            |
| North America                | 32.9               | 43.8            | 33.8             | 42.5            |
| Asia Pacific                 | 51.5               | 54.1            | 51.1             | 52.3            |
| Bottling Investments         | (21.6)             | 3.9             | (11.1)           | 0.9             |

*Three Months Ended June 30, 2017 versus Three Months Ended July 1, 2016*

Operating income for the three months ended June 30, 2017, was unfavorably impacted by the refranchising of bottling territories in North America and China, which unfavorably impacted our Bottling Investments operating segment. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on North America and China refranchising.

During the three months ended June 30, 2017, fluctuations in foreign currency exchange rates unfavorably impacted consolidated operating income by 4 percent due to a stronger U.S. dollar compared to certain foreign currencies, including the euro, U.K. pound sterling, Japanese yen, Argentine peso and Mexican peso, which had an unfavorable impact on our Europe, Middle East and Africa, Asia Pacific, Latin America and Bottling Investments operating segments. The unfavorable impact of a stronger U.S. dollar compared to the currencies listed above was partially offset by the impact of a weaker U.S. dollar compared to certain other foreign currencies, including the South African rand and Brazilian real, which had a favorable impact on our Europe, Middle East and Africa, and Latin America operating segments. Refer to the heading "Liquidity, Capital Resources and Financial Position — Foreign Exchange" below.

The Company's Europe, Middle East and Africa segment reported operating income of \$1,081 million and \$1,056 million for the three months ended June 30, 2017 and July 1, 2016, respectively. Operating income for the segment reflects favorable product mix and geographic mix partially offset by an unfavorable foreign currency exchange rate impact of 5 percent.

Latin America reported operating income of \$557 million and \$512 million for the three months ended June 30, 2017 and July 1, 2016, respectively. Operating income for the segment reflects favorable price and product mix, offset by an unfavorable foreign currency exchange rate impact of 1 percent.

Operating income for North America for the three months ended June 30, 2017 and July 1, 2016, was \$752 million and \$735 million, respectively. The increase in operating income was primarily due to favorable price mix and product mix, partially offset by an unfavorable foreign currency exchange rate impact of 1 percent.

Asia Pacific's operating income for the three months ended June 30, 2017 and July 1, 2016, was \$713 million and \$758 million, respectively. Foreign currency exchange rate fluctuations unfavorably impacted the segment's operating income by 4 percent.

Operating loss for our Bottling Investments segment for the three months ended June 30, 2017 was \$652 million compared to operating income of \$216 million for the three months ended July 1, 2016. The segment was unfavorably impacted by acquisitions and divestitures and \$653 million of asset impairment charges related to CCR, partially offset by a 1 percent favorable impact due to fluctuations in foreign currency exchange rates.

Corporate's operating loss for the three months ended June 30, 2017 and July 1, 2016, was \$373 million and \$418 million, respectively. Operating loss in 2017 was favorably impacted by a decrease in other operating charges and was unfavorably impacted by 4% due to foreign currency exchange rate fluctuations.

*Six Months Ended June 30, 2017 versus Six Months Ended July 1, 2016*

Operating income for the six months ended June 30, 2017, was unfavorably impacted by two fewer days in the first quarter of 2017 when compared to the first quarter of 2016. During the six months ended June 30, 2017, the Company's operating income was also unfavorably impacted by the refranchising of bottling territories in North America and China, which unfavorably impacted our Bottling Investments operating segment. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on North America and China refranchising.

During the six months ended June 30, 2017, fluctuations in foreign currency exchange rates unfavorably impacted consolidated operating income by 4 percent due to a stronger U.S. dollar compared to certain foreign currencies, including the euro, U.K. pound sterling, Japanese yen, Argentine peso and Mexican peso, which had an unfavorable impact on our Europe, Middle East and Africa, Asia Pacific, Latin America and Bottling Investments operating segments. The unfavorable impact of a stronger

U.S. dollar compared to the currencies listed above was partially offset by the impact of a weaker U.S. dollar compared to certain other foreign currencies, including the South African rand and Brazilian real, which had a favorable impact on our Europe, Middle East and Africa, and Latin America operating segments. Refer to the heading "Liquidity, Capital Resources and Financial Position — Foreign Exchange" below.

The Company's Europe, Middle East and Africa segment reported operating income of \$1,948 million and \$1,983 million for the six months ended June 30, 2017 and July 1, 2016, respectively. Operating income for the segment reflects favorable product mix and geographic mix offset by an unfavorable foreign currency exchange rate impact of 5 percent.

Latin America reported operating income of \$1,062 million and \$1,035 million for the six months ended June 30, 2017 and July 1, 2016, respectively. Operating income for the segment reflects favorable price and product mix offset by an unfavorable foreign currency exchange rate impact of 2 percent.

Operating income for North America for the six months ended June 30, 2017 and July 1, 2016, was \$1,321 million and \$1,316 million, respectively. The increase in operating income was primarily due to favorable price mix and product mix, partially offset by an unfavorable foreign currency exchange rate impact of 1 percent.

Asia Pacific's operating income for the six months ended June 30, 2017 and July 1, 2016, was \$1,258 million and \$1,309 million, respectively. Foreign currency exchange rate fluctuations unfavorably impacted the segment's operating income by 4 percent.

Operating loss for our Bottling Investments segment for the six months ended June 30, 2017 was \$762 million compared to operating income of \$98 million for the six months ended July 1, 2016. The segment was unfavorably impacted by acquisitions and divestitures and \$737 million of asset impairment charges related to CCR.

Corporate's operating loss for the six months ended June 30, 2017 and July 1, 2016, was \$767 million and \$741 million, respectively. Fluctuations in foreign currency exchange rates decreased Corporate's operating loss by 3 percent.

Based on current spot rates and our hedging coverage in place, we expect currencies will have an unfavorable impact on operating income through the end of the year.

### ***Interest Income***

During the three months ended June 30, 2017, interest income was \$165 million, compared to \$164 million during the three months ended July 1, 2016, an increase of \$1 million. During the six months ended June 30, 2017, interest income was \$320 million, compared to \$308 million during the six months ended July 1, 2016, an increase of \$12 million.

### ***Interest Expense***

During the three months ended June 30, 2017, interest expense was \$231 million, compared to \$162 million during the three months ended July 1, 2016, an increase of \$69 million. During the six months ended June 30, 2017, interest expense was \$423 million, compared to \$303 million during the six months ended July 1, 2016, an increase of \$120 million. This increase primarily reflects the impact of higher interest rates on the Company's debt portfolio. In addition, during the three and six months ended, the Company recorded a net charge of \$38 million due to the extinguishment of certain long-term debt. This net charge included the difference between the reacquisition price and the net carrying amount of the debt extinguished. Refer to the heading "Liquidity, Capital Resources and Financial Position — Cash Flows from Financing Activities" below for additional information related to the Company's long-term debt.

### ***Equity Income (Loss) — Net***

#### *Three Months Ended June 30, 2017 versus Three Months Ended July 1, 2016*

During the three months ended June 30, 2017, equity income was \$409 million, compared to equity income of \$305 million during the three months ended July 1, 2016, an increase of \$104 million, or 34 percent. This increase reflects, among other items, more favorable operating results reported by several of our equity method investees as well as equity investments that the Company recently acquired in CCEP, CCBA and CCBA's South African subsidiary, and AC Bebidas, S. de R.L. de C.V. ("AC Bebidas"), a subsidiary of Arca Continental, S.A.B. de C.V. ("Arca"). The favorable impact of these items was partially offset by the unfavorable impact of fluctuations in foreign currency exchange rates and the derecognition of the Company's former equity method investment in South Africa. Refer to the heading "Structural Changes, Acquired Brands and Newly Licensed Brands" above for additional information on the deconsolidation of both our German and South African bottling operations. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's investment in AC Bebidas.

The Company recorded a net gain of \$37 million and a net charge of \$18 million in the line item equity income (loss) — net during the three months ended June 30, 2017 and July 1, 2016, respectively. These amounts represent the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees.

*Six Months Ended June 30, 2017 versus Six Months Ended July 1, 2016*

During the six months ended June 30, 2017, equity income was \$525 million, compared to equity income of \$397 million during the six months ended July 1, 2016, an increase of \$128 million, or 32 percent. This increase reflects, among other items, more favorable operating results reported by several of our equity method investees as well as equity investments that the Company recently acquired in CCEP, CCBA and CCBA's South African subsidiary, and AC Bebidas. The favorable impact of these items was partially offset by the unfavorable impact of fluctuations in foreign currency exchange rates and the derecognition of the Company's former equity method investment in South Africa. Refer to the heading "Structural Changes, Acquired Brands and Newly Licensed Brands" above for additional information on the deconsolidation of both our German and South African bottling operations. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's investment in AC Bebidas.

The Company recorded net charges of \$21 million and \$21 million in the line item equity income (loss) — net during the six months ended June 30, 2017 and July 1, 2016, respectively. These amounts represent the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees.

**Other Income (Loss) — Net**

*Three Months Ended June 30, 2017 versus Three Months Ended July 1, 2016*

Other income (loss) — net includes, among other things, the impact of foreign currency exchange gains and losses; dividend income; rental income; gains and losses related to the disposal of property, plant and equipment; gains and losses related to business combinations and disposals; realized and unrealized gains and losses on trading securities; realized gains and losses on available-for-sale securities; and other-than-temporary impairments of available-for-sale securities. The foreign currency exchange gains and losses are primarily the result of the remeasurement of monetary assets and liabilities from certain currencies into functional currencies. The effects of the remeasurement of these assets and liabilities are partially offset by the impact of our economic hedging program for certain exposures on our condensed consolidated balance sheets. Refer to Note 5 of Notes to Condensed Consolidated Financial Statements.

During the three months ended June 30, 2017, other income (loss) — net was income of \$203 million. The Company recognized a gain of \$445 million related to the integration of Coca-Cola West Co., Ltd. ("CCW") and Coca-Cola East Japan Co., Ltd. ("CCEJ") to establish Coca-Cola Bottlers Japan Inc. ("CCBJI"). In exchange for our previously existing equity interests in CCW and CCEJ, we received an approximate 17 percent equity interest in CCBJI. The Company also recognized a \$25 million gain as a result of Coca-Cola FEMSA, S.A.B. de C.V. ("Coca-Cola FEMSA"), an equity method investee, issuing additional shares of its stock during the period at a per share amount greater than the carrying value of the Company's per share investment and a gain of \$9 million related to refranchising a substantial portion of our China bottling operations. These gains were partially offset by a net charge of \$214 million due to the refranchising of certain bottling territories in North America and charges of \$109 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of comprehensive beverage agreement ("CBA") with additional requirements. The Company also incurred a charge of \$26 million related to our former German bottling operations. Other income (loss) — net also included net gains of \$23 million related to trading securities and the sale of available-for-sale securities and \$38 million of dividend income, partially offset by net foreign currency exchange losses of \$3 million. None of the other items included in other income (loss) — net during the three months ended June 30, 2017, was individually significant. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the refranchising of our China bottling operations, North America refranchising and the conversion payments. Refer to Note 15 of Notes to Condensed Consolidated Financial Statements for the impact these items had on our operating segments.

During the three months ended July 1, 2016, other income (loss) — net was income of \$1,133 million. The Company recognized a gain of \$1,323 million due to the deconsolidation of our German bottling operations, which was partially offset by losses of \$199 million due to the refranchising of territories in North America. Other income (loss) — net also included dividend income of \$23 million and foreign currency exchange losses of \$28 million. None of the other items included in other income (loss) — net during the three months ended July 1, 2016, was individually significant. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the deconsolidation of the German bottling operations and the North America refranchising.

*Six Months Ended June 30, 2017 versus Six Months Ended July 1, 2016*

During the six months ended June 30, 2017, other income (loss) — net was a loss of \$351 million. The Company recognized net losses of \$711 million due to the refranchising of certain bottling territories in North America and charges of \$215 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. The Company also incurred a charge of \$26 million related to our former German bottling operations. These losses were partially offset by a gain of \$445 million related to the integration of CCW and CCEJ to establish CCBJI. In exchange for our previously existing equity interests in CCW and CCEJ, we received an



approximate 17 percent equity interest in CCBJI. The Company also recognized a \$25 million gain as a result of Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock during the period at a per share amount greater than the carrying value of the Company's per share investment and a gain of \$9 million related to refranchising a substantial portion of our China bottling operations. Other income (loss) — net also included net gains of \$55 million related to trading securities and available-for-sale securities and \$52 million of dividend income, partially offset by net foreign currency exchange losses of \$11 million. None of the other items included in other income (loss) — net during the six months ended June 30, 2017, was individually significant. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the refranchising of our China bottling operations, North America refranchising and the conversion payments. Refer to Note 15 of Notes to Condensed Consolidated Financial Statements for the impact these items had on our operating segments.

During the six months ended July 1, 2016, other income (loss) — net was income of \$791 million. The Company recognized a gain of \$1,323 million due to the deconsolidation of our German bottling operations and a gain of \$18 million resulting from the Company's disposal of its investment in Keurig Green Mountain, Inc. ("Keurig"). These gains were partially offset by losses of \$568 million due to the refranchising of territories in North America. Other income (loss) — net also included gains of \$44 million related to trading securities and available-for-sale securities, dividend income of \$38 million and foreign currency exchange losses of \$82 million. None of the other items included in other income (loss) — net during the six months ended July 1, 2016, was individually significant. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the deconsolidation of the German bottling operations, the North America refranchising and the disposal of the Company's Keurig investment. Refer to Note 15 of Notes to Condensed Consolidated Financial Statements for the impact these items had on our operating segments.

We are in discussions with, and in some cases have signed non-binding letters of intent with, various parties regarding the refranchising of additional territories in North America. The Company has not finalized or approved definitive agreements related to these additional territories. Due to our accounting policy election related to contingent consideration, if the Company approves any future transactions with a similar structure to the North America refranchising transactions discussed in Note 2 of Notes to Condensed Consolidated Financial Statements, we will be required to record additional losses as a result of the derecognition of the related intangible assets.

### ***Income Taxes***

Our effective tax rate reflects the benefits of having significant operations outside the United States, which are generally taxed at rates lower than the U.S. statutory rate of 35.0 percent. As a result of employment actions and capital investments made by the Company, certain tax jurisdictions provide income tax incentive grants, including Brazil, Costa Rica, Singapore and Swaziland. The terms of these grants expire from 2017 to 2036. We anticipate that we will be able to extend or renew the grants in these locations. In addition, our effective tax rate reflects the benefits of having significant earnings generated in investments accounted for under the equity method of accounting, which are generally taxed at rates lower than the U.S. statutory rate.

At the end of each interim period, we make our best estimate of the effective tax rate expected to be applicable for the full fiscal year. This estimate reflects, among other items, our best estimate of operating results and foreign currency exchange rates. Based on current tax laws, the Company's estimated effective tax rate for 2017 is 24.0 percent. However, in arriving at this estimate we do not include the estimated impact of significant operating and nonoperating items, which may cause significant variations in the customary relationship between income tax expense and income before income taxes.

On September 17, 2015, the Company received a Statutory Notice of Deficiency from the IRS for the tax years 2007 through 2009, after a five-year audit. Refer to Note 7 of Notes to Condensed Consolidated Financial Statements.

The Company recorded income tax expense of \$1,252 million (47.7 percent effective tax rate) and \$839 million (19.5 percent effective tax rate) during the three months ended June 30, 2017 and July 1, 2016, respectively. The Company recorded income tax expense of \$1,575 million (38.1 percent effective tax rate) and \$1,240 million (20.0 percent effective tax rate) during the six months ended June 30, 2017 and July 1, 2016, respectively.

The following table illustrates the income tax expense (benefit) associated with significant operating and nonoperating items for the interim periods presented (in millions):

|   | Three Months Ended    |                    | Six Months Ended      |                     |
|---|-----------------------|--------------------|-----------------------|---------------------|
|   | June 30,<br>2017      | July 1,<br>2016    | June 30,<br>2017      | July 1,<br>2016     |
| Asset impairments   | \$ (164) <sup>1</sup> | \$ —               | \$ (164) <sup>1</sup> | \$ —                |
| Productivity and reinvestment program                         | (31) <sup>2</sup>     | (24) <sup>8</sup>  | (83) <sup>2</sup>     | (45) <sup>8</sup>   |
| Other productivity, integration and restructuring initiatives | —                     | — <sup>9</sup>     | —                     | — <sup>9</sup>      |
| Transaction gains and losses                                  | 707 <sup>3</sup>      | 26 <sup>10</sup>   | 533 <sup>4</sup>      | (117) <sup>11</sup> |
| Certain tax matters   | (40) <sup>5</sup>     | 83 <sup>12</sup>   | (70) <sup>5</sup>     | 77 <sup>12</sup>    |
| Other — net   | (12) <sup>6</sup>     | (45) <sup>13</sup> | (29) <sup>7</sup>     | (46) <sup>14</sup>  |

<sup>1</sup> Related to charges of \$667 million and \$771 million during the three and six months ended June 30, 2017, respectively, due to the impairment of certain assets. Refer to Note 10 and Note 14 of Notes to Condensed Consolidated Financial Statements.

<sup>2</sup> Related to charges of \$87 million and \$226 million during the three and six months ended June 30, 2017, respectively. These charges were due to the Company's productivity and reinvestment program. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements.

<sup>3</sup> Related to a net gain of \$82 million which primarily consisted of a \$445 million gain related to the merger of CCW and CCEJ, a \$25 million gain related to Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock and a \$9 million gain related to refranchising a substantial portion of our China bottling operations. These gains were partially offset by a net charge of \$214 million as a result of the refranchising of certain bottling territories in North America, charges of \$109 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements, a charge of \$44 million related to costs incurred to refranchise certain of our bottling operations and a charge of \$26 million related to our former German bottling operations. Refer to Note 2 and Note 10 of Notes to Condensed Consolidated Financial Statements.

<sup>4</sup> Related to charges of \$583 million which primarily consisted of \$711 million of net charges as a result of the refranchising of certain bottling territories in North America, charges of \$215 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements, \$101 million related to costs incurred to refranchise certain of our bottling operations and a charge of \$26 million related to our former German bottling operations. These charges were partially offset by a \$445 million gain related to the merger of CCW and CCEJ, a \$25 million gain related to Coca-Cola FEMSA, an equity method investee, issuing additional shares of its stock and a \$9 million gain related to refranchising a substantial portion of our China bottling operations. Refer to Note 2 and Note 10 of Notes to Condensed Consolidated Financial Statements.

<sup>5</sup> Related to \$29 million and \$82 million of excess tax benefits associated with the Company's share-based compensation arrangements during the three and six months ended June 30, 2017, respectively, and the tax benefit associated with the reversal of valuation allowances in certain of the Company's foreign jurisdictions both of which were partially offset by changes to our uncertain tax positions, including interest and penalties. The components of the net change in uncertain tax positions were individually insignificant.

<sup>6</sup> Related to charges of \$22 million which primarily consisted of a \$38 million net charge related to the extinguishment of long-term debt and \$19 million due to tax litigation expense partially offset by a \$37 million net gain due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees. Refer to Note 10 of Notes to Condensed Consolidated Financial Statements.

<sup>7</sup> Related to charges of \$86 million which primarily consisted of a \$38 million net charge related to the extinguishment of long-term debt, \$25 million due to tax litigation expense and a \$21 million net charge due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees. Refer to Note 10 of Notes to Condensed Consolidated Financial Statements.

<sup>8</sup> Related to charges of \$65 million and \$128 million during the three and six months ended July 1, 2016, respectively. These charges were due to the Company's productivity and reinvestment program. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements.

<sup>9</sup> Related to charges of \$41 million and \$240 million during the three and six months ended July 1, 2016, respectively. These charges were due to the integration of our German bottling operations. Refer to Note 11 of Notes to Condensed Consolidated Financial Statements.

<sup>10</sup> Related to a net gain of \$1,040 million which primarily consisted of a \$1,292 million gain related to the deconsolidation of our German bottling operations, partially offset by \$199 million of losses due to the refranchising of territories in North America and \$52 million of costs incurred to refranchise our North America bottling territories. Refer to Note 2 and Note 10 of Notes to Condensed Consolidated Financial Statements.

<sup>11</sup> Related to a net gain of \$643 million which primarily consisted of a \$1,292 million gain related to the deconsolidation of our German bottling operations and an \$18 million gain related to the disposal of our investment in Keurig. These gains were partially offset by charges of \$665 million related to \$568 million of losses due to the refranchising of territories in North America and \$97 million related to costs incurred to refranchise our North America bottling territories. Refer to Note 2 and Note 10 of Notes to Condensed Consolidated Financial Statements.

<sup>12</sup> Primarily related to amounts required to be recorded for changes to our uncertain tax positions, including interest and penalties.

<sup>13</sup> Related to charges of \$125 million which included a \$100 million cash contribution to The Coca-Cola Foundation, an \$18 million charge due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees and a \$7 million charge due to tax litigation expense. Refer to Note 10 of Notes to Condensed Consolidated Financial Statements.

<sup>14</sup> Related to charges of \$131 million which included a \$100 million cash contribution to The Coca-Cola Foundation, a \$21 million charge due to our proportionate share of unusual or infrequent items recorded by certain of our equity method investees and a \$10 million charge due to tax litigation expense. Refer to Note 10 of Notes to Condensed Consolidated Financial Statements.

The Company evaluates the recoverability of our deferred tax assets in accordance with U.S. GAAP. We perform our recoverability tests on a quarterly basis, or more frequently, to determine whether it is more likely than not that any of our deferred tax assets will not be realized within their life cycle based on the available evidence. The Company's deferred tax asset valuation allowances are primarily the result of uncertainties regarding the future realization of recorded tax benefits on tax loss carryforwards from operations in various jurisdictions.

## LIQUIDITY, CAPITAL RESOURCES AND FINANCIAL POSITION

We believe our ability to generate cash flows from operating activities is one of our fundamental financial strengths. Refer to the heading "Cash Flows from Operating Activities" below. The near-term outlook for our business remains strong, and we expect to generate substantial cash flows from operations in 2017. As a result of our expected cash flows from operations, we have significant flexibility to meet our financial commitments. The Company does not typically raise capital through the issuance of stock. Instead, we use debt financing to lower our overall cost of capital and increase our return on shareowners' equity. Refer to the heading "Cash Flows from Financing Activities" below. We have a history of borrowing funds domestically and continue to have the ability to borrow funds domestically at reasonable interest rates. In addition, our domestic entities have recently borrowed and continue to have the ability to borrow funds in international markets at reasonable interest rates. Our debt financing includes the use of an extensive commercial paper program as part of our overall cash management strategy. The Company reviews its optimal mix of short-term and long-term debt regularly and may replace certain amounts of commercial paper, short-term debt and current maturities of long-term debt with new issuances of long-term debt in the future. In addition to the Company's cash balances, commercial paper program, and our ability to issue long-term debt, we also had \$8,265 million in lines of credit available for general corporate purposes as of June 30, 2017. These backup lines of credit expire at various times between 2017 and 2022.

We have significant operations outside the United States. Unit case volume outside the United States represented 81 percent of the Company's worldwide unit case volume for the six months ended June 30, 2017. We earn a substantial amount of our consolidated operating income and income before income taxes in foreign subsidiaries that either sell concentrate to our local bottling partners or, in certain instances, sell finished products directly to our customers to fulfill the demand for Company beverage products outside the United States. A significant portion of these foreign earnings is considered to be indefinitely reinvested in foreign jurisdictions where the Company has made, and will continue to make, substantial investments to support the ongoing development and growth of our international operations. Accordingly, no U.S. federal and state income taxes have been provided on the portion of our foreign earnings that is considered to be indefinitely reinvested in foreign jurisdictions. The Company's cash, cash equivalents, short-term investments and marketable securities held by our foreign subsidiaries totaled \$23.8 billion as of June 30, 2017.

Net operating revenues in the United States were \$8.2 billion for the six months ended June 30, 2017, or 44 percent of the Company's consolidated net operating revenues. We expect existing domestic cash, cash equivalents, short-term investments, marketable securities, cash flows from operations and the issuance of debt to continue to be sufficient to fund our domestic operating activities and cash commitments for investing and financing activities. In addition, we expect existing foreign cash, cash equivalents, short-term investments, marketable securities and cash flows from operations to continue to be sufficient to fund our foreign operating activities and cash commitments for investing activities.

In the future, should we require more capital to fund significant discretionary activities in the United States than is generated by our domestic operations and is available through the issuance of domestic debt, we could elect to repatriate future periods' earnings from foreign jurisdictions. This alternative could result in a higher effective tax rate in the future. While the likelihood is remote, the Company could also elect to repatriate earnings from foreign jurisdictions that have previously been considered to be indefinitely reinvested. Upon distribution of those earnings in the form of dividends or otherwise, the Company would be subject to additional U.S. income taxes (net of an adjustment for foreign tax credits) and withholding taxes payable to various foreign jurisdictions, where applicable. This alternative could also result in a higher effective tax rate in the period in which such a determination is made to repatriate prior period foreign earnings.

Based on all the aforementioned factors, the Company believes its current liquidity position is strong, and we will continue to meet all of our financial commitments for the foreseeable future.

### *Cash Flows from Operating Activities*

Net cash provided by operating activities for the six months ended June 30, 2017 and July 1, 2016, was \$3,391 million and \$3,820 million, respectively, a decrease of \$429 million, or 11 percent. This decrease was driven by unfavorable impacts resulting from changes in working capital of \$225 million, two fewer days in the first quarter of 2017 compared to the first quarter of 2016 and foreign currency exchange rate fluctuations. Included in the changes in working capital are unfavorable impacts resulting from hedging activities and additional income tax payments which were partially offset by a favorable impact resulting from reduced pension contributions compared to the prior year comparable period.

#### ***Cash Flows from Investing Activities***

Net cash used in investing activities for the six months ended June 30, 2017 and July 1, 2016, was \$1,224 million and \$937 million, respectively, an increase of \$287 million, or 31 percent.

#### ***Purchases of Investments and Proceeds from Disposals of Investments***

During the six months ended June 30, 2017, purchases of investments were \$10,047 million and proceeds from disposals of investments were \$8,337 million, resulting in a net cash outflow of \$1,710 million. The activity primarily represents the purchases of and proceeds from short-term investments that were made as part of the Company's overall cash management strategy. Refer to Note 3 of Notes to Condensed Consolidated Financial Statements for additional information.

During the six months ended July 1, 2016, purchases of investments were \$9,045 million and proceeds from disposals of investments were \$9,518 million, resulting in a net cash inflow of \$473 million. The proceeds during the six months ended July 1, 2016 included the disposal of the Company's investment in Keurig. The remaining activity primarily represents the purchases of and proceeds from short-term investments that were made as part of the Company's overall cash management strategy. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on our investment in Keurig.

#### ***Acquisitions of Businesses, Equity Method Investments and Nonmarketable Securities***

During the six months ended June 30, 2017, the Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$20 million, which primarily related to the acquisition of AdeS, a plant-based beverage business, by the Company and several of its bottling partners in Latin America. Additionally, in conjunction with the refranchising of CCR's Southwest operating unit ("Southwest Transaction"), we obtained an equity interest in AC Bebidas. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.

During the six months ended June 30, 2017, the Company and ABI reached definitive agreements regarding the transition of ABI's stake in CCBA for an equity value of \$3,150 million, after customary adjustments. The Company has also agreed in principle to acquire ABI's interest in bottling operations in certain other countries. The transactions are subject to the relevant regulatory and minority approvals and are expected to close by the end of 2017.

During the six months ended July 1, 2016, the Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$23 million, which primarily related to our acquisition of Xiamen Culiangwang Beverage Technology Co., Ltd. ("China Green"), a maker of plant-based protein beverages in China, and a minority investment in CHI Limited ("CHI"), a Nigerian producer of value-added dairy and juice beverages, which is accounted for under the equity method of accounting. Under the terms of the agreement related to our investment in CHI Limited, the Company is obligated to acquire the remaining ownership interest from the existing shareowners in 2019 based on an agreed-upon formula. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.

#### ***Proceeds from Disposals of Businesses, Equity Method Investments and Nonmarketable Securities***

During the six months ended June 30, 2017, proceeds from disposals of businesses, equity method investments and nonmarketable securities were \$2,055 million, primarily related to proceeds from the refranchising of certain bottling territories in North America and the refranchising of a substantial portion of our China bottling operations. During the six months ended July 1, 2016, proceeds from disposals of businesses, equity method investments and nonmarketable securities were \$420 million, primarily related to proceeds from the refranchising of certain bottling territories in North America. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.

#### ***Purchases of Property, Plant and Equipment***

Purchases of property, plant and equipment net of disposals for the six months ended June 30, 2017, were \$790 million. The Company currently expects our 2017 full year capital expenditures net of disposals to be \$2.0 billion to \$2.5 billion, primarily in our Bottling Investments operating segment.

During the six months ended July 1, 2016, cash outflows for investing activities included purchases of property, plant and equipment net of disposals of \$1,044 million.

### *Cash Flows from Financing Activities*

Our financing activities include net borrowings, issuances of stock, share repurchases and dividends. Net cash provided by financing activities during the six months ended June 30, 2017 totaled \$797 million compared to net cash used in financing activities of \$783 million during the prior year comparable period.

#### *Debt Financing*

Issuances and payments of debt included both short-term and long-term financing activities. During the six months ended June 30, 2017, the Company had issuances of debt of \$18,586 million, which included \$1,151 million of net issuances related to commercial paper and short-term debt with maturities of 90 days or less, \$13,802 million of issuances related to commercial paper and short-term debt with maturities greater than 90 days, and issuances of long-term debt of \$3,633 million, net of related discounts and issuance costs. The Company made payments of debt of \$14,910 million during the six months ended June 30, 2017, which included \$12,365 million of payments of commercial paper and short-term debt with maturities greater than 90 days and payments of long-term debt of \$2,545 million. Refer below for additional details on our long-term debt issuances and payments.

During the six months ended June 30, 2017, the Company issued U.S. dollar- and euro-denominated debt of \$1,000 million and €2,500 million, respectively. The general terms of the notes issued are as follows:

- \$500 million total principal amount of notes due May 25, 2022, at a fixed interest rate of 2.20 percent;
- \$500 million total principal amount of notes due May 25, 2027, at a fixed interest rate of 2.90 percent;
- €1,500 million total principal amount of notes due March 8, 2019, at a variable interest rate equal to the three-month Euro Interbank Offered Rate ("EURIBOR") plus 0.25 percent;
- €500 million total principal amount of notes due March 9, 2021, at a fixed interest rate of 0.00 percent; and
- €500 million total principal amount of notes due March 8, 2024, at a fixed interest rate of 0.50 percent.

During the six months ended June 30, 2017, the Company retired upon maturity €2,000 million total principal amount of notes due March 9, 2017, at a variable interest rate equal to the three-month EURIBOR plus 0.15 percent. The Company also extinguished a portion of the long-term debt that was assumed in connection with our acquisition of Old CCE. The extinguished notes had a carrying value of \$360 million, which included fair value adjustments recorded as part of purchase accounting. The general terms of the notes extinguished were as follows:

- \$95.6 million total principal amount of notes due August 15, 2019, at a fixed interest rate of 4.50 percent;
- \$11.7 million total principal amount of notes due September 15, 2022, at a fixed interest rate of 8.00 percent;
- \$36.5 million total principal amount of notes due September 15, 2023, at a fixed interest rate of 6.75 percent;
- \$9.9 million total principal amount of notes due October 1, 2026, at a fixed interest rate of 7.00 percent;
- \$53.8 million total principal amount of notes due November 15, 2026, at a fixed interest rate of 6.95 percent;
- \$41.3 million total principal amount of notes due September 15, 2028, at a fixed interest rate of 6.75 percent;
- \$32.0 million total principal amount of notes due October 15, 2036, at a fixed interest rate of 6.70 percent;
- \$3.4 million total principal amount of notes due March 18, 2037, at a fixed interest rate of 5.71 percent;
- \$24.3 million total principal amount of notes due January 15, 2038, at a fixed interest rate of 6.75 percent; and
- \$4.7 million total principal amount of notes due May 15, 2098, at a fixed interest rate of 7.00 percent.

As of June 30, 2017, the carrying value of the Company's long-term debt included \$278 million of fair value adjustments related to the remaining debt assumed in connection with our acquisition of Old CCE. These fair value adjustments will be amortized over a weighted-average period of approximately 24 years, which is equal to the weighted-average maturity of the assumed debt to which these fair value adjustments relate. The amortization of these fair value adjustments will be a reduction of interest expense in future periods, which will typically result in our interest expense being less than the actual interest paid to service the debt.

### *Issuances of Stock*

During the six months ended June 30, 2017, the Company received cash proceeds from issuances of stock of \$917 million, a decrease of \$191 million when compared to cash proceeds of \$1,108 million from issuances of stock during the six months ended July 1, 2016. This decrease is primarily due to a decrease in the exercise of stock options by Company employees.

### *Share Repurchases*

During the six months ended June 30, 2017, the Company repurchased 50.8 million shares of common stock under the share repurchase plan authorized by our Board of Directors. These shares were repurchased at an average price per share of \$43.13 per share, for a total cost of \$2,189 million. However, due to the timing of settlements, the total cash outflow for treasury stock purchases was \$2,197 million during the six months ended June 30, 2017. The total cash outflow for treasury stock during the first six months of 2017 includes treasury stock that was purchased and settled during the six months ended June 30, 2017, as well as stock purchased in December 2016 that settled in early 2017; however, it does not include treasury stock that was purchased but did not settle during the six months ended June 30, 2017. In addition to shares repurchased under the share repurchase program authorized by our Board of Directors, the Company's treasury stock activity also includes shares surrendered to the Company to pay the exercise price and/or to satisfy tax withholding obligations in connection with so-called stock swap exercises of employee stock options and/or the vesting of restricted stock issued to employees. The net impact of the Company's issuances of stock and share repurchases during the six months ended June 30, 2017, resulted in a net cash outflow of \$1,280 million. We currently expect to repurchase approximately \$2.0 billion of our stock during 2017, net of proceeds from the issuance of treasury stock due to the exercise of employee stock options.

During the six months ended July 1, 2016, the Company repurchased 48.8 million shares of common stock under the share repurchase plan authorized by our Board of Directors. These shares were repurchased at an average price per share of \$44.82 per share, for a total cost of \$2,187 million. However, due to the timing of settlements, the total cash outflow for treasury stock purchases during the six months ended July 1, 2016, was \$2,156 million. The total cash outflow for treasury stock during the first three months of 2016 includes treasury stock that was purchased and settled during the six months ended July 1, 2016, as well as stock purchased in December 2015 that settled in early 2016; however, it does not include treasury stock that was purchased but did not settle during the six months ended July 1, 2016. In addition to shares repurchased under the share repurchase program authorized by our Board of Directors, the Company's treasury stock activity also includes shares surrendered to the Company to pay the exercise price and/or to satisfy tax withholding obligations in connection with so-called stock swap exercises of employee stock options and/or the vesting of restricted stock issued to employees. The net impact of the Company's issuances of stock and share repurchases during the six months ended July 1, 2016, resulted in a net cash outflow of \$1,048 million.

### *Dividends*

During the six months ended June 30, 2017, the Company paid dividends of \$1,584 million. The Company paid the second quarter dividend during the first week of July 2017. During the six months ended July 1, 2016, the Company paid dividends of \$3,017 million.

Our Board of Directors approved the Company's regular quarterly dividend of \$0.37 per share at its July 2017 meeting. This dividend is payable on October 2, 2017, to shareowners of record as of September 15, 2017.

### *Foreign 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.

Our Company conducts business in more than 200 countries. Due to the geographic diversity of our operations, weakness in some foreign currencies may be offset by strength in others. Our foreign currency management program is designed to mitigate, over time, a portion of the potentially unfavorable impact of exchange rate changes on net income and earnings per share. Taking into account the effects of our hedging activities, the impact of changes in foreign currency exchange rates decreased our operating income for the three and six months ended June 30, 2017 by 4 percent. As a result of the U.S. dollar continuing to strengthen against other currencies, including many of those that we do not traditionally hedge, the Company expects foreign currency exchange rates to have an unfavorable impact on our results through the end of the year.

### *Hyperinflationary Economies*

A hyperinflationary economy is one that has cumulative inflation of 100 percent or more over a three-year period. In accordance with U.S. GAAP, local subsidiaries in hyperinflationary economies are required to use the U.S. dollar as their functional currency and remeasure the monetary assets and liabilities not denominated in U.S. dollars using the rate applicable

to conversion of a currency for purposes of dividend remittances. All exchange gains and losses resulting from remeasurement are recognized currently in income.

Venezuela has been designated as a hyperinflationary economy. During the six months ended July 1, 2016, the Venezuelan government devalued its currency and changed its official and most preferential exchange rate, which should be used for purchases of certain essential goods, to 10 bolivars per U.S. dollar from 6.3. The official and most preferential rate is now known as DIPRO. The Venezuelan government also announced a new rate known as DICOM, which is allowed to float freely and is expected to fluctuate based on supply and demand. Management determined that the DICOM rate was the most appropriate legally available rate to remeasure the net monetary assets of our Venezuelan subsidiary.

In addition to the foreign currency exchange exposure related to our Venezuelan subsidiary's net monetary assets, we also sell concentrate to our bottling partner in Venezuela from outside the country. These sales are denominated in U.S. dollars. We also have certain U.S. dollar-denominated intangible assets associated with products sold in Venezuela. As a result of weaker sales and the volatility of foreign currency exchange rates resulting from continued political instability, we recorded impairment charges of \$14 million and \$34 million during the three and six months ended June 30, 2017, respectively, in the line item other operating charges in our condensed consolidated statement of income. As a result of these impairment charges, the remaining carrying value of all U.S. dollar-denominated intangible assets associated with products sold in Venezuela is zero.

## Overview of Financial Position

The following table illustrates the change in the individual line items of the Company's condensed consolidated balance sheet (in millions):

|  | June 30,<br>2017 | December 31, 2016 | Increase<br>(Decrease)         | Percent<br>Change |
|--|------------------|-------------------|--------------------------------|-------------------|
| Cash and cash equivalents                        | \$ 11,718        | \$ 8,555          | \$ 3,163                       | 37 %              |
| Short-term investments                           | 11,016           | 9,595             | 1,421                          | 15                |
| Marketable securities                            | 4,490            | 4,051             | 439                            | 11                |
| Trade accounts receivable — net                  | 4,024            | 3,856             | 168                            | 4                 |
| Inventories                                      | 2,790            | 2,675             | 115                            | 4                 |
| Prepaid expenses and other assets                | 2,866            | 2,481             | 385                            | 16                |
| Assets held for sale                             | 2,057            | 2,797             | (740)                          | (26)              |
| Equity method investments                        | 20,845           | 16,260            | 4,585                          | 28                |
| Other investments                                | 1,158            | 989               | 169                            | 17                |
| Other assets                                     | 4,318            | 4,248             | 70                             | 2                 |
| Property, plant and equipment — net              | 8,672            | 10,635            | (1,963)                        | (18)              |
| Trademarks with indefinite lives                 | 6,527            | 6,097             | 430                            | 7                 |
| Bottlers' franchise rights with indefinite lives | 772              | 3,676             | (2,904)                        | (79)              |
| Goodwill   | 9,449            | 10,629            | (1,180)                        | (11)              |
| Other intangible assets                          | 444              | 726               | (282)                          | (39)              |
| <b>Total assets</b>                              | <b>\$ 91,146</b> | <b>\$ 87,270</b>  | <b>\$ 3,876</b>                | <b>4 %</b>        |
| Accounts payable and accrued expenses            | \$ 10,363        | \$ 9,490          | \$ 873                         | 9 %               |
| Loans and notes payable                          | 14,355           | 12,498            | 1,857                          | 15                |
| Current maturities of long-term debt             | 3,478            | 3,527             | (49)                           | (1)               |
| Accrued income taxes                             | 351              | 307               | 44                             | 14                |
| Liabilities held for sale                        | 283              | 710               | (427)                          | (60)              |
| Long-term debt                                   | 31,805           | 29,684            | 2,121                          | 7                 |
| Other liabilities                                | 4,092            | 4,081             | 11                             | —                 |
| Deferred income taxes                            | 4,330            | 3,753             | 577                            | 15                |
| <b>Total liabilities</b>                         | <b>\$ 69,057</b> | <b>\$ 64,050</b>  | <b>\$ 5,007</b>                | <b>8 %</b>        |
| <b>Net assets</b>                                | <b>\$ 22,089</b> | <b>\$ 23,220</b>  | <b>\$ (1,131) <sup>1</sup></b> | <b>(5)%</b>       |

<sup>1</sup> Includes a decrease in net assets of \$818 million resulting from foreign currency translation adjustments in various balance sheet line items.

The increases (decreases) in the table above include the impact of the following transactions and events:

- Assets held for sale and liabilities held for sale decreased primarily due to North America and China bottling refranchising activities. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.
- Equity method investments increased primarily due to our new investments in AC Bebidas and CCBJI. Refer to Note 2 and Note 10 of Notes to Condensed Consolidated Financial Statements for additional information.
- Property, plant and equipment, bottlers' franchise rights with indefinite lives and goodwill decreased primarily as a result of additional North America bottling territories being refranchised or reclassified as held for sale as well as impairment charges recorded. Refer to Note 2 and Note 14 of Notes to Condensed Consolidated Financial Statements for additional information.
- Accounts payable and accrued expenses increased primarily due to the Company's second quarter 2017 dividend payment, which was payable to shareowners of record as of June 15, 2017. This payment was made during the first week of July 2017.
- Loans and notes payable increased due to commercial paper activity.
- Deferred income taxes increased primarily due to the adoption of Accounting Standards Update ("ASU") 2015-17, *Balance Sheet Classification of Deferred Taxes*. Refer to Note 1 of Notes to Condensed Consolidated Financial Statements for additional information.



### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

We have no material changes to the disclosures on this matter made in our Annual Report on Form 10-K for the year ended December 31, 2016.

### **Item 4. Controls and Procedures**

#### *Evaluation of Disclosure 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 of 1934, as amended (the "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 were effective as of June 30, 2017.

#### *Changes in Internal Control Over Financial Reporting*

There have been no changes in the Company's internal control over financial reporting during the quarter ended June 30, 2017, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

## **Part II. Other Information**

### **Item 1. Legal Proceedings**

Information regarding reportable legal proceedings is contained in Part I, "Item 3. Legal Proceedings" in our Annual Report on Form 10-K for the year ended December 31, 2016. The following updates and restates the description of the previously reported *U.S. Federal Income Tax Dispute* matter.

#### *U.S. Federal Income Tax Dispute*

On September 17, 2015, the Company received a Statutory Notice of Deficiency ("Notice") from the IRS for the tax years 2007 through 2009, after a five-year audit. In the Notice, the IRS claims that the Company's United States taxable income should be increased by an amount that creates a potential additional federal income tax liability of approximately \$3.3 billion for the period, plus interest. No penalties were asserted in the Notice. The disputed amounts largely relate to a transfer pricing matter involving the appropriate amount of taxable income the Company should report in the United States in connection with its licensing of intangible property to certain related foreign licensees regarding the manufacturing, distribution, sale, marketing and promotion of products in overseas markets.

The Company has followed the same transfer pricing methodology for these licenses since the methodology was agreed with the IRS in a 1996 closing agreement that applied back to 1987. The closing agreement provides prospective penalty protection as long as the Company follows the prescribed methodology and material facts and circumstances and relevant Federal tax law have not changed. On February 11, 2016, the IRS notified the Company, without further explanation, that the IRS has determined that material facts and circumstances and relevant Federal tax law have changed and that it may assert penalties. The Company does not agree with this determination. The Company's compliance with the closing agreement was audited and confirmed by the IRS in five successive audit cycles covering the subsequent 11 years through 2006, with the last audit concluding as recently as 2009.

The Notice represents a repudiation of the methodology previously adopted in the 1996 closing agreement. The IRS designated the matter for litigation on October 15, 2015. To the extent the matter remains designated, the Company will be prevented from pursuing any administrative settlement at IRS Appeals or under the IRS Advance Pricing and Mutual Agreement Program.

The Company firmly believes that the IRS' claims are without merit and plans to pursue all available administrative and judicial remedies necessary to resolve this matter. To that end, the Company filed a petition in the U.S. Tax Court on December 14, 2015, and the IRS filed its answer on February 12, 2016. A trial date has been set for March 5, 2018. On June 20, 2017, the Company filed a motion for summary judgment on the portion of the IRS' adjustments related to our licensee in Mexico.

The Company intends to vigorously defend its position and is confident in its ability to prevail on the merits.

**Item 1A. Risk Factors**

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2016, which could materially affect our business, financial condition or future results. The risks described in this report and in our Annual Report on Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or future results.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

The following table presents information with respect to purchases of common stock of the Company made during the three months ended June 30, 2017, by The Coca-Cola Company or any "affiliated purchaser" of The Coca-Cola Company as defined in Rule 10b-18(a)(3) under the Exchange Act:

| Period                               | Total Number of Shares Purchased <sup>1</sup> | Average Price Paid Per Share | Total Number of Shares Purchased as Part of the Publicly Announced Plan <sup>2</sup> | Maximum Number of Shares That May Yet Be Purchased Under the Publicly Announced Plan |
|--------------------------------------|---|------------------------------|--|--|
| April 1, 2017 through April 28, 2017 | 3,047,873                                     | \$ 42.93                     | 3,047,510  | 120,076,548  |
| April 29, 2017 through May 26, 2017  | 6,072,201                                     | \$ 43.95                     | 6,067,620  | 114,008,928  |
| May 27, 2017 through June 30, 2017   | 12,406,189                                    | \$ 45.35                     | 12,406,189   | 101,602,739  |
| Total                                | 21,526,263                                    | \$ 44.61                     | 21,521,319   |  |

<sup>1</sup> The total number of shares purchased includes: (1) shares purchased pursuant to the 2012 Plan described in footnote 2 below; and (2) shares surrendered to the Company to pay the exercise price and/or to satisfy tax withholding obligations in connection with so-called stock swap exercises of employee stock options and/or the vesting of restricted stock issued to employees, totaling 363 shares and 4,581 shares for the fiscal months of April and May, respectively.

<sup>2</sup> On October 18, 2012, we publicly announced that our Board of Directors had authorized a plan (the "2012 Plan") for the Company to purchase up to 500 million shares of our Company's common stock. This column discloses the number of shares purchased pursuant to the 2012 Plan during the indicated time periods (including shares purchased pursuant to the terms of preset trading plans meeting the requirements of Rule 10b5-1 under the Exchange Act).

**Item 6. Exhibits**

In reviewing the agreements included as exhibits to this report, please remember they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. The agreements contain representations, warranties, covenants and conditions by or of each of the parties to the applicable agreement. These representations, warranties, covenants and conditions have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- may have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors;  
and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations, warranties, covenants and conditions may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this report and the Company's other public filings, which are available without charge through the Securities and Exchange Commission's website at <http://www.sec.gov>.

Exhibit No.

(With regard to applicable cross-references in the list of exhibits below, the Company's Current, Quarterly and Annual Reports are filed with the Securities and Exchange Commission (the "SEC") under File No. 001-02217; and Coca-Cola Refreshments USA, Inc.'s (formerly known as Coca-Cola Enterprises Inc.) Current, Quarterly and Annual Reports are filed with the SEC under File No. 001-09300).

- 3.1 [Certificate of Incorporation of the Company, including Amendment of Certificate of Incorporation, dated July 27, 2012 — incorporated herein by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 28, 2012.](#)
- 3.2 [By-Laws of the Company, as amended and restated through September 2, 2015 — incorporated herein by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed on September 3, 2015.](#)
- 4.1 As permitted by the rules of the SEC, the Company has not filed certain instruments defining the rights of holders of long-term debt of the Company or consolidated subsidiaries under which the total amount of securities authorized does not exceed 10 percent of the total assets of the Company and its consolidated subsidiaries. The Company agrees to furnish to the SEC, upon request, a copy of any omitted instrument.
- 4.2 [Amended and Restated Indenture, dated as of April 26, 1988, between the Company and Deutsche Bank Trust Company Americas, as successor to Bankers Trust Company, as trustee — incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
- 4.3 [First Supplemental Indenture, dated as of February 24, 1992, to Amended and Restated Indenture, dated as of April 26, 1988, between the Company and Deutsche Bank Trust Company Americas, as successor to Bankers Trust Company, as trustee — incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
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- 31.2 [Rule 13a-14\(a\)/15d-14\(a\) Certification, executed by Kathy N. Waller, Executive Vice President, Chief Financial Officer and President of Enabling Services 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 \(18 U.S.C. Section 1350\), executed by James Quincey, President and Chief Executive Officer of The Coca-Cola Company, and by Kathy N. Waller, Executive Vice President, Chief Financial Officer and President of Enabling Services of The Coca-Cola Company.](#)
- 101 The following financial information from The Coca-Cola Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2017, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Statements of Income for the three and six months ended June 30, 2017 and July 1, 2016, (ii) Condensed Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2017 and July 1, 2016, (iii) Condensed Consolidated Balance Sheets as of June 30, 2017 and December 31, 2016, (iv) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2017 and July 1, 2016, and (v) Notes to Condensed Consolidated Financial Statements.

**SIGNATURE**

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

**THE COCA-COLA COMPANY  
(REGISTRANT)**

Date: July 27, 2017

/s/ LARRY M. MARK

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Larry M. Mark  
Vice President and Controller  
(On behalf of the Registrant)

Date: July 27, 2017

/s/ MARK RANDAZZA

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Mark Randazza  
Vice President, Assistant Controller and Chief Accounting Officer  
(As Principal Accounting Officer)

## EXHIBIT INDEX

### Exhibit No.

(With regard to applicable cross-references in the list of exhibits below, the Company's Current, Quarterly and Annual Reports are filed with the Securities and Exchange Commission (the "SEC") under File No. 001-02217; and Coca-Cola Refreshments USA, Inc.'s (formerly known as Coca-Cola Enterprises Inc.) Current, Quarterly and Annual Reports are filed with the SEC under File No. 001-09300).

- 3.1 [Certificate of Incorporation of the Company, including Amendment of Certificate of Incorporation, dated July 27, 2012 — incorporated herein by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 28, 2012.](#)
- 3.2 [By-Laws of the Company, as amended and restated through September 2, 2015 — incorporated herein by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed on September 3, 2015.](#)
- 4.1 As permitted by the rules of the SEC, the Company has not filed certain instruments defining the rights of holders of long-term debt of the Company or consolidated subsidiaries under which the total amount of securities authorized does not exceed 10 percent of the total assets of the Company and its consolidated subsidiaries. The Company agrees to furnish to the SEC, upon request, a copy of any omitted instrument.
- 4.2 [Amended and Restated Indenture, dated as of April 26, 1988, between the Company and Deutsche Bank Trust Company Americas, as successor to Bankers Trust Company, as trustee — incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
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AMENDMENT FOUR  
TO THE  
THE COCA-COLA COMPANY SUPPLEMENTAL PENSION PLAN

WHEREAS, The Coca-Cola Company (the "Company") established The Coca-Cola Company Supplemental Pension Plan (the "Plan");

WHEREAS, The Coca-Cola Company Benefits Committee ("Benefits Committee") is authorized to amend Plan; and

NOW, THEREFOR, the Plan is amended as follows:

1. Effective June 1, 2017 Schedule A is replaced with a new Schedule A substantially in the form attached hereto.
2. Effective June 1, 2017 Schedule B is replaced with a new Schedule B substantially in the form attached hereto.

IN WITNESS WHEREOF, the Benefits Committee has caused this Amendment to be signed by its duly authorized member as of this 29 day of June 2017.

THE COCA-COLA COMPANY  
BENEFITS COMMITTEE

By: \_\_\_\_\_

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## SCHEDULE A - PILOT PARTICIPANTS IN PAY STATUS

The following Pilot Participants were in pay status as of June 1, 2017:

| <u>Last Name</u> | <u>Fist Name</u> | <u>Amount of Monthly Benefit</u> | <u>Type of Annuity</u>         |
|------------------|------------------|----------------------------------|--------------------------------|
| Atkins           | E. Ward          | \$1,235.50                       | Single Life Annuity            |
| Crowe            | Bobby D.         | \$1,172.64                       | Joint & 50% Contingent Annuity |

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## SCHEUDLE B - FLIGHT DUTY CREDITS

As of June 1, 2017, a Pilot Participant shall have the following Flight Duty Credits (after rounding up Flight Duty Credits as described in Section IV(b) above).

| <u>Last Name</u> | <u>First Name</u> | <u>Amount of Flight Duty Credits</u> | <u>100% Vested or Years of Vesting Service Earned</u> |
|------------------|-------------------|--------------------------------------|---|
| Brinson          | Sheldon           | 3                                    | 100   |
| Clemons Jr.      | Harry L.          | 2                                    | 100   |
| Goodwin          | Michael           | 2                                    | 100   |
| Jablonski        | Jeffrey M.        | 2                                    | 100   |
| Martens          | Michael H.        | 2                                    | 100   |
| Miller           | Mark              | 2                                    | 100   |
| Shelby           | Cassandra Ann     | 2                                    | 100   |
| Tatum            | Martin K.         | 2                                    | 100   |
| Woodsides        | Kenneth T.        | 3                                    | 100   |

[Letterhead of The Coca-Cola Company]

COCA-COLA PLAZA  
ATLANTA, GEORGIA**JAMES R. QUINCEY**  
PRESIDENT AND CHIEF OPERATING OFFICER  
THE COCA-COLA COMPANYADDRESS REPLY TO:  
PO BOX 1734  
ATLANTA, GA 303011+404 676-4082  
FAX: +1-404 676-7121

March 15, 2017

Ceree Eberly  
The Coca-Cola Company  
Atlanta, Georgia

Dear Ceree,

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

1. You will step down from your current position as Senior Vice President and Chief People Officer, on April 30, 2017.
  2. You will no longer be on the Executive Committee and will cease to be an Executive Officer effective May 1, 2017 and will not be re-elected as a corporate officer.
  3. As we have discussed, we would like you to continue with the Company as executive human resource advisor through February 28, 2018. In this role, you will continue to work your normal schedule and assist with the transition of your responsibilities and related work as necessary and would separate on February 28, 2018 ("Separation Date"). The information in this letter assumes that you will continue this work and will sign the enclosed release by April 26, 2017. Otherwise, your Separation Date will be April 30, 2017.
  4. If you sign the enclosed release, you will be eligible for a benefit under The Coca-Cola Company Severance Pay Plan equivalent to two years of base salary, based on your current annual salary. This amount will be paid in a lump sum shortly after your Separation Date. This amount is subject to all applicable tax and withholdings.
  5. If you remain employed through December 31, 2017, you will receive an annual incentive award for 2017. The actual payment amount is contingent upon actual Company performance and your performance. Any award will be paid on or about March 15, 2018. Your participation and any award made to you shall be determined by the Compensation Committee.
  6. If you remain employed through February 28, 2018, you will receive an annual incentive award for 2018, prorated for two months. The actual payment amount is contingent upon actual Company performance and your performance. Any award will be paid on or about March 15, 2019. Your participation and any award made to you shall be determined by the Compensation Committee.
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7. You will be eligible for retiree health and welfare coverage. Enrollment information will be mailed to you shortly after your Separation Date and will provide information about your coverage options and the costs.
8. All performance share unit (PSU) awards which you previously have received will be treated according to the terms of The Coca-Cola Company's applicable restricted stock plans and programs as well as your related PSU Agreements. You are eligible for special treatment under the PSU agreements as summarized in the attachment to the Release. You will be personally liable for paying any taxes owed upon receipt of any award.
9. All options you previously have received will be exercisable according to the terms of the Company's applicable stock option plans and programs as well as your related Stock Option Grant Agreements. You are eligible for the Special Equity Program and the treatment of your options under this program is summarized in the attachment to the Release. When you exercise your vested stock options, you will be personally liable for paying any taxes owed on such exercises.
10. You will not receive any additional equity grants.
11. Your retirement benefits will consist of those benefits you have accrued under the standard terms and conditions of the plans in which you participate and in which benefits are vested as of your Separation Date.
12. You will continue to be reimbursed up to \$10,000 per year in financial planning and related expenses incurred by you annually up through your Separation Date.
13. The Company will provide at its expense outplacement services through a designated services provider.
14. The terms and conditions in this letter are further conditioned upon your signing and adhering to the attached Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality by April 26, 2017.

Please contact Jason Gibbins should you have any additional questions regarding the terms of this letter or the terms of any of the benefit plans.

Sincerely,

/s/ James Quincey

James Quincey  
President and Chief Operating Officer

Agreed to and accepted this 20<sup>th</sup> day of April, 2017.

/s/ Ceree Eberly  
Ceree Eberly

Attachments

cc: Jason Gibbins  
Executive Compensation  
GBS Executive Services

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

1. **Release.** In consideration of my receipt of each of continued employment with The Coca-Cola Company (“TCCC”) through February 28, 2018 (the “Separation Date”), the lump sum payment of benefits under The Coca-Cola Company Severance Pay Plan (the “Severance Plan”) in the amount of two times my current base salary (the “Severance Payment”), the special rights under the long term incentive and equity programs (“LTI Programs”) of The Coca-Cola Company, and other good and valuable consideration, I, for myself and my heirs, executors, administrators and assigns, do hereby knowingly, voluntarily and unconditionally release and forever discharge TCCC and its subsidiaries, affiliates, joint ventures, joint venture partners, and benefit plans (collectively with TCCC referred to herein as the “Company”), and their respective current and former directors, officers, administrators, trustees, employees, agents, and other representatives, (collectively with the Company, referred to herein as “Releasees”) from: (i) all debts, claims, actions, causes of action including without limitation (a) claims arising from or in connection with my employment, pay, bonuses, vacation or any other benefits, and/or other terms and conditions of employment or employment practices of Company, (b) claims arising out of or relating to the termination of my employment with the Company or the surrounding circumstances thereof, (c) any causes of action that I may have under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq., the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et seq., and those federal, state, local, and foreign laws prohibiting employment discrimination based on age, sex, race, color, national origin, religion, disability, veteran or marital status, sexual orientation, or any other protected trait or characteristic, or retaliation for engaging in any protected activity, including without limitation the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. (“ADEA”), as amended by the Older Workers Benefit Protection Act, P.L. 101-433, the Equal Pay Act of 1963, 9 U.S.C. § 206, et seq., Title VII of The Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Civil Rights Act of 1991, 42 U.S.C. § 1981a, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq., the Family Medical Leave Act, and (d) comparable state, local, and foreign causes of action, whether statutory or common law, including but not limited to all claims related to wrongful discharge, negligence, defamation, tort and contract; and (ii) all suits, dues, sums of money, accounts, reckonings, covenants, contracts, claims for costs or attorneys’ fees, controversies, agreements, promises, and all liabilities of any kind or nature whatsoever, at law, in equity, or otherwise, KNOWN OR UNKNOWN, fixed or contingent, which I (or my heirs, executors, administrators and assigns) ever had, now have, or may have based on facts or events that occur on or prior to the date that I execute this Full and Complete Release and Agreement on Trade Secrets and Confidentiality (“Agreement”).

Further, I expressly waive any and all rights that I have under any state or local statute, executive order, regulation, common law and/or public policy relating to known and unknown claims based on facts or events occurring on or prior to the date that I execute this Agreement, including but not limited to: the New Jersey Conscientious Employee Protection Act (N.J. Sta. Ann. 34:19-1, et seq.); the New Jersey Law Against Discrimination (N.J. Stat. Ann. 10:5-1, et seq.); the New Jersey Family Leave Act; the New Jersey Wage Payment Law; Massachusetts Fair Employment Practices Act (Mass. G.L. 151B); West Virginia

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Human Rights Act; South Dakota Codified Laws Section 20-7-11; North Dakota Century Code Section 9-13-02; and Section 1542 of the California Civil Code, the latter of which reads as follows: “**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**” I understand that I am referred to in this statute as the “creditor” and the Company or other Releasees are referred to as the “debtor.” I consciously intend these consequences even as to claims for damages that may exist as of the date I execute this Agreement that I do not know exist, and which, if known, would materially affect my decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

I fully understand and agree that:

- a. this Agreement is in exchange for continued employment with TCCC through the Separation Date, the Severance Payment, the special rights under the LTI Programs, and other good and valuable consideration to which I would otherwise not be entitled;
- b. the Company’s obligation to pay and my right to receive the Severance Payment and the special rights under the LTI Programs is subject to and conditioned upon my compliance with the covenants set forth in Sections 2 through 9 of this Agreement. In the event I breach any such covenant, the Company’s obligation to pay and my right to receive the Severance Payment and special rights under the LTI Programs will automatically terminate and I shall remain liable for damages hereto.
- c. I am hereby advised to consult with an attorney before signing this Agreement;
- d. I have 21 days from my receipt of this Agreement within which to consider whether to sign it. I may choose to sign this Agreement before the expiration of the 21-day consideration period, and if I choose to do so, I understand that I do so voluntarily. I agree that changes to this Agreement, whether material or immaterial, will not start the consideration period;
- e. I have seven days following my signature of this Agreement to revoke the Agreement;  
and
- f. this Agreement shall not become effective or enforceable until the revocation period of seven days has expired.

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

Notwithstanding any other provision or paragraph of this Agreement, I understand that by signing this Agreement I do not hereby waive, but rather, I have retained and shall continue to have the full right to receive and the Company shall remain fully obligated to perform and pay or cause to be performed or paid, all rights or claims (collectively “Reserved Rights”): (i) for unemployment or workers’ compensation; (ii) for or with respect to any and all amounts, benefits or payments (including those becoming due in connection with my continuing employment through the Separation Date, the Severance Payment, and/or the special rights under the LTI Programs) owed or payable to me under this Agreement; (iii) for any benefits payable to me under the terms of any annual incentive or equity plan or agreement, (iv) to seek and receive indemnification from the Company, including coverage under any liability insurance policies maintained by or for the benefit of the Company or the Releasees and/or any rights I may have under Article VII of TCCC’s by-laws as in effect on the date of this Agreement, for and with respect to all acts, errors or omissions committed by me in my capacity as a shareholder, director, officer, employee, fiduciary, agent or representative of the Company, all in the manner provided under TCCC’s by-laws and applicable law; (v) for or with respect to any and all accrued and vested benefits (including without limit health and welfare, pension or deferred compensation benefits) as determined through and including the “Separation Date” under the Company’s applicable and governing plans and programs

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including without limit all rights received under or attributable to any coverage extended to me under any insurance policies maintained by, with or through third parties; (vi) that arise after the Separation Date; or (vii) for which private waivers or releases are prohibited by applicable law. Nothing in this Agreement shall be construed to prevent me from filing or participating in a charge of discrimination filed with the Equal Employment Opportunity Commission (“EEOC”) or any similar state or local agency, or a charge with the National Labor Relations Board (“NLRB”) or any other governmental agency; it being intended that such filings or participation shall be included in my Reserved Rights. I further understand that this Paragraph 1 is not intended to restrict or limit in any way the foregoing Reserved Rights or those Protected Rights set forth below in Paragraph 7 of this Agreement. However, subject only to and except for the Reserved Rights and the Protected Rights, by signing this Agreement, I waive the right to recover any monetary damages for any alleged injury personally suffered by me, individual relief, or attorneys’ fees from the Company or the Releasees in any claim, charge, or lawsuit filed by me or any other person or entity. If there is any claim for loss of consortium, or any other similar claim, arising out of or related to my employment or separation of employment with the Company, I will indemnify and hold Releasees harmless from any liability, including costs and expenses (as well as reasonable attorneys’ fees) incurred by the Releasees as a result of any such claim.

I further acknowledge and represent that: (i) I have reported to the Company any and all work-related injuries incurred by me during my employment by the Company; (ii) I have not engaged in any act or omission in violation of the Company’s Code of Business Conduct (the “COBC”); (iii) I am not aware of any act, failure to act, practice, policy, or activity that I believe may violate the COBC; and (iv) I have reported to the Company any actual or suspected Code violations. I additionally understand and agree that this Agreement is not and shall not be construed to be an admission of liability of any kind on the part of any of the Releasees.

**1A. Company Release.** For and in consideration of my release of the Releasees under the preceding provisions and my undertaking of all covenants and agreements provided under this Agreement and other good and valuable consideration, TCCC for and on behalf of itself and all other persons or entities comprising the Company or the Releasees hereunder (collectively the “Company Releasing Parties”), does hereby knowingly and voluntarily release and forever discharge me and my heirs, executors, administrators and assigns (collectively the “Executive Released Parties”), from all debts, claims, actions, causes of action, suits, dues, sums of money, accounts, reckonings, covenants, contracts, claims for costs or attorneys’ fees, controversies, agreements, promises, and all liabilities of any kind or nature whatsoever, at law, in equity, or otherwise, fixed or contingent, which the Company Releasing Parties ever had, now have, or may have, based on facts or events that occur on or prior to the Separation Date including without limitation those arising out of or related to my employment or my separation from employment with the Company, except for any claims, actions, causes of actions or liabilities arising out of or related to either my commission of any violations of the Company’s Code of Business Conduct or actions of fraud that occur and/or are discovered by the Company or become known to the Company after the date of this Agreement, such claims being specifically retained by the Company.

Notwithstanding the foregoing, it is understood and agreed that TCCC does not hereby waive, but rather TCCC shall have retained and continue to have all rights and entitlements to enforce all of its rights and my obligations as against me as provided or contemplated under and in accordance with the terms of this Agreement

It is further understood and agreed that this Agreement is not and shall not be construed to be an admission of liability of any kind on the part of any one or more of the Executive Released Parties.

**1B. Confirmation and Re-affirmation.** Upon the Separation Date, (i) I agree to confirm and re-affirm my release provided under Section 1 of this Agreement for the benefit of the Releasees as of the Separation Date and (ii) TCCC agrees to confirm and re-affirm its release provided under Section 1A of this Agreement for the benefit of the Executive Released Parties

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as of the Separation Date. Such confirmation and re-affirmation shall occur by means of my and TCCC's respective execution of a simple written acknowledgement that the provisions of this Agreement remain in effect as of such Separation Date.

2. **Future Cooperation.** I covenant and agree that I shall, to the extent reasonably requested in writing, cooperate with and serve in any reasonable capacity requested by the Company in any investigation and/or threatened or pending litigation (now or in the future) in which the Company is a party, and regarding which I, by virtue of my employment with the Company, have knowledge or information relevant to said litigation, including, but not limited to (i) meeting with representatives of the Company to provide truthful information regarding my knowledge, (ii) acting as the Company's representative, and (iii) providing, in any jurisdiction in which the Company requests, truthful testimony relevant to said litigation, provided the Company shall: (a) pay me reasonable compensation and reimburse me for reasonable expenses incurred in connection with such cooperation; (b) remain and be exclusively responsible for all costs incurred in undertaking the defense or prosecution of any such investigation or litigation including without limit all attorneys' fees, court costs, and other expenses; and (c) notify me as promptly as possible as to its need for my involvement or and cooperate with me in scheduling my participation so as to reasonably accommodate my other personal and professional obligations and commitments. I understand that this Paragraph 2 is not intended to restrict or limit in any way my Reserved Rights or Protected Rights.

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

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Notwithstanding the foregoing, nothing contained herein shall prevent me from disclosing or otherwise utilizing any information (i) in any manner required by applicable law, judicial order or other governmental mandate or investigation provided I shall advise TCCC of any such intended disposition or use and reasonably cooperate with TCCC in allowing it to seek and obtain from the recipient governmental or judicial body any protective order or assurance of confidentiality regarding such information, (ii) in fulfillment of my duties or obligations owed to the Company under this Agreement or my continuing employment with the Company through the Separation Date, or (iii) to the limited extent reasonably necessary to permit my defense of any claim made against me or my enforcement of any rights held by me which claim or rights are directly related to my employment or position with TCCC and involve and are substantially dependent upon the information so used or disclosed, provided I shall advise TCCC of any such intended disclosure or use so as to permit TCCC the opportunity to seek or obtain any protective order or other assurance of confidentiality regarding the information so used or disclosed by me.

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

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

6. **Non-Disparagement.** I agree that I will not make any statement, written or verbal, in any forum or media or take any action in disparagement of the Company, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates. I understand that this Paragraph 6 is not intended to restrict or limit in any way the Protected Rights set forth in Paragraph 7 of this Agreement. The Company agrees not to make, verify or otherwise support any public or official statement, written or verbal, in any forum or media, or take any action in disparagement of me, including but not limited to negative references to me or my levels of competency or aptitudes.

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

8. **Inventions, Discoveries and Authorship.** I agree to and do hereby assign to the Company, without charge, all my rights, title, and interest in and to any and all inventions and discoveries that I have made or may make, solely or jointly with others, while in the employ of the Company, that (a) relate to or are useful to or are useful in connection with the business of the nature,

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type or character carried on or contemplated by the Company, or (b) were or are made using the Company's equipment, supplies, facilities, or trade secret information (collectively the "Work Product") and all my rights, title, and interest in and to any and all Patent Properties (as defined below) which relate to or cover any Work Product; and upon request of the Company, whether during or subsequent to my employment with the Company, I will do any and all acts and execute and deliver such instruments as may be deemed and prepared by the Company necessary or proper to vest all my rights, title, and interest in and to said Work Product and related Patent Properties and to secure or maintain such Patent Properties for, on behalf or in the name of the Company. For the purpose of this agreement, "Patent Properties" shall mean any and all domestic and foreign (i) applications for utility patents, design patents or industrial designs, petty patents, utility models, or Gebrauchsmuster covering the Work Product; (ii) divisions, continuations, or other application claiming the priority of any of the above and covering such Work Product; (iii) any and all utility patents, design patents or industrial designs, petty patents, utility models, or Gebrauchsmuster granted for such Work Product; and (iv) any and all reissues, extensions and revivals of any of the items identified in sub-clauses (i) through (iii) above. All necessary and proper expenses in connection with the foregoing will be borne by the Company, and, if I perform services in connection therewith at the Company's request after termination of my employment with the Company, the Company will pay reasonable compensation for such services. Any inventions and discoveries relating to the Company's business made or conceived by me within one year after termination of my employment with the Company will be deemed to be within this provision, unless I can prove that such conception or invention is not based upon or related to any Confidential Information or Trade Secrets, as defined herein, of which I became aware during and pursuant to my employment with the Company. I also assign to the Company, without charge, all my rights, title, and interest in and to all original works of authorship fixed in any tangible form or medium or expression that have been or are prepared by me, solely or jointly with others, within the scope of my employment with the Company. In addition, the Company and I hereby agree that any such original work of authorship that qualifies as a "work made for hire" under the U.S. copyright laws will be a "work made for hire" and will be owned by the Company as to contract formation, interpretation and construction issues, and by the federal patent and copyright laws of the United States as to potential copyright issues. Notwithstanding anything contained herein to the contrary, I make no representations and warranties to the Company regarding any Work Product, Patent Properties, works of authorship, or other items delivered or provided by me to the Company hereunder and the Company hereby agrees to indemnify, defend and hold me harmless from and against any claims, losses or other liabilities resulting from the Company's use or exploitation thereof.

9. **Non-Competition and Non-Solicitation**

(a) I agree that for two years after my employment with the Company ends for any reason whatsoever, I will not, directly or indirectly, except with the prior written consent of the Company: (i) enter into or maintain an employment, contractual, or other relationship to perform the Prohibited Activities (as defined below) in the Territory (as defined below) for or on behalf of any person or business entity that competes with the Business of the Company (as defined below); (ii) enter into or maintain an employment, contractual, or other relationship to perform the Prohibited Activities (as defined below) in any geographic area that the Company did business during my employment, for or on behalf of any company listed in Attachment B to this Agreement; (iii) solicit or encourage, or attempt to solicit or encourage, directly or by assisting others, any Customer to do business with any person or entity that competes with the Business of the Company for purposes of providing services or products that are competitive with those provided by the Company, whether or not the relationship between the Company and such Customer was originally established in whole or in part through my efforts; and/or (iv) solicit or encourage, or attempt to solicit or encourage, any person who is an employee of the Company, or who was an employee of the Company at any time during the six- month period immediately preceding the termination of my employment with the Company, and with whom I had contact during or within the two (2) year

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period prior to the termination of my employment with the Company, to terminate his or her employment with the Company or to accept employment with any other person or entity.

(b) Notwithstanding the foregoing, in all events it is agreed that I shall not be prohibited hereunder and shall remain entitled to (i) perform Prohibited Activities for any person or entity who or which does not provide or perform products or services which are competitive with the Business of the Company or (ii) solicit or encourage any Customer to do business with any person or entity who or which does not provide or perform products or services which are competitive with the Business of the Company.

10. **Definitions.** For purposes of this Agreement

(a) products or services will be considered competitive with those provided by the Company if the products or services (i) involve or consist of the development, production, sale, distribution, and marketing of either carbonated soft drinks, coffee, tea, water, sports drinks, energy drinks, milk, juices or fruit-based beverages ("Non-Alcoholic Beverages) or beverage enhancers, beverage solutions, beverage enablers, or other additives primarily intended for use in Non-Alcoholic Beverages ("Beverage Enhancers") and (ii) are of the type conducted, authorized, offered or provided by the Company within two years prior to the termination of my employment;

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

(c) the "Business" of the Company will be the development, production, marketing, sale and distribution of Non-Alcoholic Beverages and Beverage Enhancers conducted, authorized, offered or provided by the Company within two years before the termination of my employment;

(d) the "Prohibited Activities" means the involvement in, development of, or oversight of human resource strategies, activities or business plans; and

(e) "Customer" means anyone who is or was a customer of the Company during and within one (1) year prior to the termination of my employment with the Company, or is a prospective customer of the Company to whom the Company has made a presentation (or similar offering of services) during and within the one-year period immediately preceding the termination of my employment with the Company, in each instance with which customer or prospective customer I had professional involvement, interaction or oversight during my employment with the Company.

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

12. **Arbitration and Class Action Waiver.** I understand and agree that, in the event there is any dispute or claim arising out of or relating to this Agreement or the release of claims set forth in Paragraph 1 of this Agreement (the "Release"), my employment by the Company, my promises or duties owed to the Company or the Company's promises or duties owed to me, including, without limitation, a dispute about the validity, enforceability, or coverage of the Release or the assertion of a claim covered by the Release, all such disputes or claims will be resolved exclusively through a final and binding arbitration on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding ("Class Action Waiver"). Notwithstanding the foregoing, this Paragraph 12 shall not apply to any action seeking injunctive relief arising out of

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

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

14. **Acknowledgment.** I hereby acknowledge and affirm that I have read this Agreement carefully, that I have had a full and reasonable opportunity to consider this Agreement, and that I have not been pressured or in any way coerced, threatened, or

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intimidated into its execution. I understand that it is my right to have this Agreement reviewed by an attorney of my choosing, and I have been encouraged to do so by the Company. By knowingly and voluntarily signing this Agreement below, I acknowledge and affirm that I fully understand each of this Agreement's terms and conditions, and that I intend to abide by them in every respect.

THE COCA-COLA COMPANY

/s/ Ceree Eberly  
CEREE EBERLY

Date: April 20, 2017

By: /s/ Bernhard Goepelt  
Name: Bernhard Goepelt  
Title: Senior Vice President and General Counsel

Date: April 20, 2017

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## ATTACHMENT A

1. The following States of the United States.

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

2. The following Territories of the United States.

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

3. Canada and Mexico,

4. South America, Asia, Africa, Europe, and Australia and Oceania.
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**ATTACHMENT B**  
**(Competitors for purposes of Section 9(c))**

Prohibited Competitors.

PepsiCo., Inc., Nestlé

Dr. Pepper Snapple Group, Inc. Groupe Danone

Kraft Foods Inc. Unilever

Cott Corporation

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**ATTACHMENT C**  
**(Surviving Agreements)**

None.

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Terms of Special Rights under the LTI Programs

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

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

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



[Letterhead of The Coca-Cola Company]

COCA-COLA PLAZA  
ATLANTA, GEORGIA

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

ADDRESS REPLY TO:  
PO BOX 1734  
ATLANTA, GA 30301

404 676-4082  
FAX: +1-404 676-7121

March 13, 2017

Clyde Tuggle  
The Coca-Cola Company  
Atlanta, Georgia

Dear Clyde,

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

1. You will step down from your current position as Senior Vice President, Chief Public Affairs & Communications Officer, on April 30, 2017.
  2. You will no longer be on the Executive Committee and will cease to be an Executive Officer effective May 1, 2017 and will not be re-elected as a corporate officer.
  3. As we have discussed, we would like you to continue with the Company as executive communications advisor through February 28, 2018. In this role, you will continue to work your normal schedule and assist with the transition of your responsibilities and related work as necessary and would separate on February 28, 2018 ("Separation Date"). The information in this letter assumes that you will continue this work and will sign the enclosed release by April 26, 2017. Otherwise, your Separation Date will be April 30, 2017.
  4. If you sign the enclosed release, you will be eligible for a benefit under The Coca-Cola Company Severance Pay Plan equivalent to two years of base salary, based on your current annual salary. This amount will be paid in a lump sum shortly after your Separation Date. This amount is subject to all applicable tax and withholdings.
  5. If you remain employed through December 31, 2017, you will receive your full annual incentive award for 2017. The actual payment amount is contingent upon actual Company performance and your performance. Any award will be paid on or about March 15, 2018. Your participation and any award made to you shall be determined by the Compensation Committee.
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6. If you remain employed through February 28, 2018, you will receive an annual incentive award for 2018, prorated for two months. The actual payment amount is contingent upon actual Company performance and your performance. Any award will be paid on or about March 15, 2019. Your participation and any award made to you shall be determined by the Compensation Committee.
7. You will be eligible for retiree health and welfare coverage. Enrollment information will be mailed to you shortly after your Separation Date and will provide information about your coverage options and the costs.
8. All performance share unit (PSU) awards which you previously have received will be treated according to the terms of The Coca-Cola Company's applicable restricted stock plans and programs as well as your related PSU Agreements. You are eligible for special treatment under the PSU agreements as summarized in the attachment to the Release. You will be personally liable for paying any taxes owed upon receipt of any award.
9. All options you previously have received will be exercisable according to the terms of the Company's applicable stock option plans and programs as well as your related Stock Option Grant Agreements. You are eligible for the Special Equity Program and the treatment of your options under this program is summarized in the attachment to the Release. When you exercise your vested stock options, you will be personally liable for paying any taxes owed on such exercises.
10. You will not receive any additional equity grants.
11. Your retirement benefits will consist of those benefits you have accrued under the standard terms and conditions of the plans in which you participate and in which benefits are vested as of your Separation Date.
12. You will continue to be reimbursed up to \$10,000 per year in financial planning and related expenses incurred by you annually up through your Separation Date.
13. The Company will provide at its expense outplacement services through a designated services provider.
14. The terms and conditions in this letter are further conditioned upon your signing and adhering to the attached Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality by April 26, 2017.

Please contact Jason Gibbins should you have any additional questions regarding the terms of this letter or the terms of any of the benefit plans.

Sincerely,

/s/ James Quincey

James Quincey  
President and Chief Operating Officer

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Agreed to and accepted this 24<sup>th</sup> day of April, 2017.

/s/ Clyde Tuggle  
Clyde Tuggle

Attachments

cc: Jason Gibbins  
Executive Compensation  
GBS Executive Services

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

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

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

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for damages that may exist as of the date I execute this Agreement that I do not know exist, and which, if known, would materially affect my decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

I fully understand and agree that:

- a. this Agreement is in exchange for the payment of benefits under the Severance Plan, special rights under the LTI Programs, and other good and valuable consideration to which I would otherwise not be entitled;
- b. the Company's obligation to pay and my right to receive the severance payment and special rights under the LTI Programs is subject to and conditioned upon my compliance with the covenants set forth in Sections 2 through 7 of this Agreement. In the event I breach any such covenant, the Company's obligation to pay and my right to receive the severance payment and special rights under the LTI Programs will automatically terminate and I shall remain liable to damages hereto.
- c. I am hereby advised to consult with an attorney before signing this Agreement;
- d. I have 21 days from my receipt of this Agreement within which to consider whether to sign it. I may choose to sign this Agreement before the expiration of the 21-day consideration period, and if I choose to do so, I understand that I do so voluntarily. I agree that changes to this Agreement, whether material or immaterial, will not start the consideration period;
- e. I have seven days following my signature of this Agreement to revoke the Agreement;  
and
- f. this Agreement shall not become effective or enforceable until the revocation period of seven days has expired.

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

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

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

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

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

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

6. **Non-Disparagement.** I agree that I will not make any statement, written or verbal, in any forum or media or take any action in disparagement of the Company, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates. I understand that this Paragraph 6 is not intended to restrict or limit in any way the Protected Rights set forth in Paragraph 7 of this Agreement. The Company agrees that if contacted by third parties regarding my service with the Company, the Company shall state only my final title and dates of service, and make no further comment.

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

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

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of authorship was created during my employment. In addition, the Company and I hereby agree that any such original work of authorship that qualifies as a “work made for hire” under the U.S. copyright laws will be a “work made for hire” and will be owned by the Company as to contract formation, interpretation and construction issues, and by the federal patent and copyright laws of the United States as to potential copyright issues.

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

**10. Definitions.** For purposes of this Agreement

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

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

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

(d) the “Prohibited Activities” means the involvement in, development of, or oversight of communication, government relations, public relations or public affairs strategies, activities or business plans.

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

**11. Governing Law; Forum.** I hereby agree that this Agreement, and the rights and obligations established herein, shall be governed and construed in accordance with the laws of the State of Georgia, irrespective of its choice-of-law rules; provided,

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however, that Section 8 of this Agreement (Inventions, Discoveries and Authorship) is to be governed by and interpreted in accordance with the patent and copyright laws of the United States. I further agree that any litigation regarding this Agreement or the claims released herein that is not subject to the arbitration provisions set forth in Paragraph 12 of this Agreement shall be conducted in a court of competent jurisdiction in the State of Georgia, and I hereby irrevocably consent to the jurisdiction of such courts.

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

**13. General Provisions.** (i) Entire Agreement. **With the exception of any continuing LTI grant agreements,** this Agreement is the complete understanding between me and the Company in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter to the extent, and only to the extent, this Agreement is inconsistent with the provisions of such prior agreements. I expressly agree that the provisions of any agreement I have previously signed regarding assignment to the Company of all rights in and to certain inventions, discoveries, and original works of authorship relates

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to a different subject matter, and the provisions of that agreement shall remain enforceable according to its terms and shall not be subject to Section 12 of this Agreement (Arbitration and Class Action Waiver). By signing this Agreement, I acknowledge and affirm that I have not relied upon any representations, promises or agreements of any kind except those set forth herein. (ii) Severability. In the event that any provision of this Agreement should be held to be invalid or unenforceable, each and every other provision of this Agreement shall remain in full force and effect. Further, if any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Agreement to be upheld and enforced to the maximum extent permitted by law. (iii) Successors and Assigns. This Agreement inures to me and to the benefit of the Company and its successors and assigns. (v) Amendment/Waiver. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto.

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

/s/ Clyde Tuggle  
Clyde Tuggle

Date: April 24, 2017

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## ATTACHMENT A

1. The following States of the United States.

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

2. The following Territories of the United States.

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

3. Canada, Mexico

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

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

Prohibited Competitors.

PepsiCo., Inc.,

Nestlé

Dr. Pepper Snapple Group, Inc.

Groupe Danone

Kraft Foods Inc.

Unilever

Cott Corporation

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Terms of Special Rights under the LTI Programs

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

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

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

[Letterhead of The Coca-Cola Company]

COCA-COLA PLAZA  
ATLANTA, GEORGIA**JAMES R. QUINCEY**  
PRESIDENT AND CHIEF EXECUTIVE OFFICER  
THE COCA-COLA COMPANYADDRESS REPLY TO:  
PO BOX 1734  
ATLANTA, GA 30301+1-404 676-9980  
FAX: +1-404 676-9980

June 5, 2017

Mr. Francisco Xavier Crespo Benitez  
Mexico City, Mexico

Dear Francisco,

This letter amends and restates our letter dated March 22, 2017.

We are delighted to confirm your new position as Chief Growth Officer, Job Grade 21, with an effective date of May 1, 2017. You will report to me. The information contained in this letter provides details of your new position.

- Your principal place of assignment will be Atlanta, Georgia. Your employer in Atlanta will be The Coca-Cola Company.
  - Your annual base salary for your new position will be \$550,000.
  - You will continue to be eligible to participate in the annual Performance Incentive Plan. The target annual incentive for a Job Grade 21 is 100% of annual base salary. The actual amount of an incentive award may vary and is based on individual performance and the financial performance of the Company. Awards are made at the discretion of the Compensation Committee of the Board of Directors based upon recommendations by Senior Management. The plan may be modified from time to time.
  - You will continue to be eligible to participate in The Coca-Cola Company's Long-Term Incentive program. Awards are made at the discretion of the Compensation Committee of the Board of Directors based upon recommendations by Senior Management. You will be eligible to receive long-term incentive awards within guidelines for the job grade assigned to your position and based upon your personal performance, Company performance, and leadership potential to add value to the Company in the future. As a discretionary program, the award timing, frequency, size and mix of award vehicles are variable.
  - You are expected to continue to maintain share ownership pursuant to the Company's share ownership guidelines at a level equal to two times your base salary. You will be asked to provide information in December each year on your progress toward your ownership goal, and that information will be reviewed with the Compensation Committee of the Board of Directors the following February.
-

- You will continue to be eligible for the Company's Financial Planning program which provides reimbursement of certain financial planning services, up to \$10,000 at Job Grade 21 annually, subject to taxes and withholding.
- You will continue to be eligible for the Emory Executive Health benefit which includes a comprehensive physical exam and one-on-one medical and lifestyle management consultation.
- In addition to the standard relocation allowances pursuant to the Company's policy, the Company will provide housing expenses, utility expenses, a car and driver, bank fee reimbursement, an environmental allowance, assignee choice points and home leave costs in Mexico through July 31, 2017, to the extent that the value of these benefits does not exceed \$55,000. Should any of these expenses be paid through reimbursement to you, the reimbursement amount will be grossed up for taxes.
- If you have not done so already, you are required to enter into the Agreement on Confidentiality, Non-Competition, and Non-Solicitation, as well as the Agreement Covering Inventions, Discoveries, Copyrightable Material, Trade Secrets, and Confidential Information (enclosed).
- This letter is provided as information and does not constitute an employment contract.

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

Sincerely,

/s/ James R. Quincey  
James R. Quincey

c: Executive Compensation  
GBS Executive Services  
Global Mobility

I, **Francisco Xavier Crespo Benitez**, accept this offer:

Signature:  /s/ Francisco Xavier Crespo Benitez \_\_\_\_\_

Date:  June 12, 2017 \_\_\_\_\_

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**

|   | Six Months Ended<br>June 30, 2017 | Year Ended December 31, |           |          |           |           |
|---|-----------------------------------|-------------------------|-----------|----------|-----------|-----------|
|   |                                   | 2016                    | 2015      | 2014     | 2013      | 2012      |
| (In millions except ratio)                            |                                   |                         |           |          |           |           |
| <b>EARNINGS:</b>                                      |                                   |                         |           |          |           |           |
| Income from continuing operations before income taxes | \$ 4,131                          | \$ 8,136                | \$ 9,605  | \$ 9,325 | \$ 11,477 | \$ 11,809 |
| Fixed charges   | 459                               | 804                     | 931       | 569      | 553       | 486       |
| Less:   |                                   |                         |           |          |           |           |
| Capitalized interest, net                             | (2)                               | (3)                     | (1)       | (1)      | (1)       | (1)       |
| Equity (income) loss — net of dividends               | (303)                             | (449)                   | (122)     | (371)    | (201)     | (426)     |
| Adjusted earnings                                     | \$ 4,285                          | \$ 8,488                | \$ 10,413 | \$ 9,522 | \$ 11,828 | \$ 11,868 |
| <b>FIXED CHARGES:</b>                                 |                                   |                         |           |          |           |           |
| Gross interest incurred                               | \$ 425                            | \$ 736                  | \$ 857    | \$ 484   | \$ 464    | \$ 398    |
| Interest portion of rent expense                      | 34                                | 68                      | 74        | 85       | 89        | 88        |
| Total fixed charges                                   | \$ 459                            | \$ 804                  | \$ 931    | \$ 569   | \$ 553    | \$ 486    |
| Ratio of earnings to fixed charges                    | 9.3                               | 10.6                    | 11.2      | 16.7     | 21.4      | 24.4      |

As of June 30, 2017, the Company was contingently liable for guarantees of indebtedness owed by third parties, including certain variable interest entities, in the amount of \$12 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. The interest amount in the above table does not include interest expense associated with unrecognized tax benefits.

## CERTIFICATIONS

I, James Quincey, President and Chief Executive Officer of The Coca-Cola Company, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (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: July 27, 2017

/s/ JAMES QUINCEY

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James Quincey  
*President and Chief Executive Officer of The Coca-Cola Company*

## CERTIFICATIONS

I, Kathy N. Waller, Executive Vice President, and Chief Financial Officer and President of Enabling Services of The Coca-Cola Company, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (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: July 27, 2017

/s/ KATHY N. WALLER

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Kathy N. Waller  
*Executive Vice President, Chief Financial Officer and President of Enabling  
Services of The Coca-Cola Company*

**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 quarterly report of The Coca-Cola Company (the "Company") on Form 10-Q for the period ended June 30, 2017 (the "Report"), I, James Quincey, President and Chief Executive Officer of the Company and I, Kathy N. Waller, Executive Vice President, Chief Financial Officer and President of Enabling Services 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/ JAMES QUINCEY*

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James Quincey  
*President and Chief Executive Officer of The Coca-Cola Company*  
July 27, 2017

*/s/ KATHY N. WALLER*

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Kathy N. Waller  
*Executive Vice President, Chief Financial Officer and President of Enabling Services of The Coca-Cola Company*  
July 27, 2017