

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

**FORM 10-K**

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

For the fiscal year ended December 31, 2006

OR

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

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

Commission File No. 1-2217

*The Coca-Cola Company*

(Exact name of Registrant as specified in its charter)

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

**58-0628465**  
(IRS Employer  
Identification No.)

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

**30313**  
(Zip Code)

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

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

Title of each class

Name of each exchange on which registered

COMMON STOCK, \$0.25 PAR VALUE

NEW YORK STOCK EXCHANGE

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

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes  No

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

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

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer. See definition of "accelerated filer" or "large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

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

The aggregate market value of the common equity held by non-affiliates of the Registrant (assuming for these purposes, but without conceding, that all executive officers and Directors are "affiliates" of the Registrant) as of June 30, 2006, the last business day of the Registrant's most recently completed second fiscal quarter, was \$95,705,925,512 (based on the closing sale price of the Registrant's Common Stock on that date as reported on the New York Stock Exchange).

The number of shares outstanding of the Registrant's Common Stock as of February 20, 2007 was 2,315,288,508.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Company's Proxy Statement for the Annual Meeting of Shareowners to be held on April 18, 2007, are incorporated by reference in Part III.



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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. 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. 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 I, "Item 1A. Risk Factors" and elsewhere in this report and those described from time to time in our future reports filed with the Securities and Exchange Commission.*

## PART I

### ITEM 1. BUSINESS

#### General

The Coca-Cola Company is the largest manufacturer, distributor and marketer of nonalcoholic beverage concentrates and syrups in the world. Finished beverage products bearing our trademarks, sold in the United States since 1886, are now sold in more than 200 countries. Along with Coca-Cola, which is recognized as the world's most valuable brand, we market four of the world's top five nonalcoholic sparkling brands, including Diet Coke, Fanta and Sprite. In this report, the terms "Company," "we," "us" or "our" mean The Coca-Cola Company and all entities included in our consolidated financial statements.

Our business is nonalcoholic beverages—principally sparkling beverages, but also a variety of still beverages. We manufacture beverage concentrates and syrups, which we sell to bottling and canning operations, fountain wholesalers and some fountain retailers, as well as some finished beverages, which we sell primarily to distributors. Our Company owns or licenses more than 400 brands, including diet and light beverages, waters, juice and juice drinks, teas, coffees, and energy and sports drinks. In addition, we have ownership interests in numerous bottling and canning operations, although most of these operations are independently owned and managed.

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

Our Company is one of numerous competitors in the commercial beverages market. Of the approximately 52 billion beverage servings of all types consumed worldwide every day, beverages bearing trademarks owned by or licensed to us account for more than 1.4 billion.

We believe that our success depends on our ability to connect with consumers by providing them with a wide variety of choices to meet their desires, needs and lifestyle choices. Our success further depends on the ability of our people to execute effectively, every day.

Our goal is to use our Company's assets—our brands, financial strength, unrivaled distribution system, and the strong commitment of management and employees—to become more competitive and to accelerate growth in a manner that creates value for our shareowners.

## Operating Segments

The Company's operating structure is the basis for our Company's internal financial reporting. As of December 31, 2006, our operating structure included the following operating segments, the first seven of which are sometimes referred to as "operating groups" or "groups:"

- Africa
- East, South Asia and Pacific Rim
- European Union
- Latin America
- North America
- North Asia, Eurasia and Middle East
- Bottling Investments
- Corporate

Our operating structure as of December 31, 2006, reflected changes we made during the first quarter of 2006, primarily to establish a separate internal organization for our consolidated bottling operations and our unconsolidated bottling investments. As a result of such changes, we began reporting Bottling Investments as a new operating segment beginning with the first quarter of 2006.

Effective January 1, 2007, we combined the Eurasia and Middle East Division, and the Russia, Ukraine and Belarus Division, both of which were previously included in the North Asia, Eurasia and Middle East operating segment, with the India Division, previously included in the East, South Asia and Pacific Rim operating segment, to form the Eurasia operating segment; and we combined the China Division and the Japan Division, previously included in the North Asia, Eurasia and Middle East operating segment, with the remaining East, South Asia and Pacific Rim operating segment to form the Pacific operating segment. As a result, beginning with the first quarter of 2007, we will report the following operating segments: Africa; Eurasia; European Union; Latin America; North America; Pacific; Bottling Investments; and Corporate.

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

For financial information about our operating segments and geographic areas, refer to Note 6 and Note 20 of Notes to Consolidated Financial Statements set forth in Part II, "Item 8. Financial Statements and Supplementary Data" of this report, incorporated herein by reference. For certain risks attendant to our non-U.S. operations, refer to "Item 1A. Risk Factors," below.

## Products and Distribution

Our Company manufactures and sells beverage concentrates, sometimes referred to as "beverage bases," and syrups, including fountain syrups, and some finished beverages.

As used in this report:

- "concentrates" means flavoring ingredients and, depending on the product, sweeteners used to prepare syrups or finished beverages;
- "syrups" means the beverage ingredients produced by combining concentrates and, depending on the product, sweeteners and added water;

- "fountain syrups" means syrups that are sold to fountain retailers, such as restaurants, that use dispensing equipment to mix the syrups with sparkling or still water at the time of purchase to produce finished beverages that are served in cups or glasses for immediate consumption;
- "sparkling beverages" means nonalcoholic ready-to-drink beverages with carbonation, including energy drinks and waters and flavored waters with carbonation;
- "still beverages" means nonalcoholic beverages without carbonation, including waters and flavored waters without carbonation, juice and juice drinks, teas, coffees and sports drinks; and
- "Company Trademark Beverages" means beverages bearing our trademarks and certain other beverage products licensed to us for which we provide marketing support and from the sale of which we derive income.

We sell the concentrates and syrups for bottled and canned beverages to authorized bottling and canning operations. In addition to concentrates and syrups for sparkling beverages and flavored still beverages, we also sell concentrates (in powder form) for purified water products such as Dasani to authorized bottling operations.

Authorized bottlers and canners either combine our syrups with sparkling water or combine our concentrates with sweeteners (depending on the product), water and sparkling water to produce finished sparkling beverages. The finished sparkling beverages are packaged in authorized containers bearing our trademarks—such as cans and refillable and nonrefillable glass and plastic bottles ("bottle/can products")—and are then sold to retailers ("bottle/can retailers") or, in some cases, wholesalers.

For our fountain products in the United States, we manufacture fountain syrups and sell them to authorized fountain wholesalers and some fountain retailers. The wholesalers are authorized to sell the Company's fountain syrups by a nonexclusive appointment from us that neither restricts us in setting the prices at which we sell fountain syrups to the wholesalers, nor restricts the territory in which the wholesalers may resell in the United States. Outside the United States, fountain syrups typically are manufactured by authorized bottlers from concentrates sold to them by the Company. The bottlers then typically sell the fountain syrups to wholesalers or directly to fountain retailers.

Finished beverages manufactured by us include a variety of sparkling and still beverages. We sell most of these beverages to authorized bottlers or distributors, who in turn sell these products to retailers or, in some cases, wholesalers. We manufacture and sell juice and juice-drink products and certain water products to retailers and wholesalers in the United States and numerous other countries, both directly and through a network of business partners, including certain Coca-Cola bottlers.

Our beverage products include Coca-Cola, Coca-Cola Classic, caffeine free Coca-Cola, caffeine free Coca-Cola Classic, Cherry Coke, Diet Coke (sold under the trademark Coca-Cola Light in many countries other than the United States), caffeine free Diet Coke, Diet Coke Sweetened with Splenda, Diet Coke with Lime, Diet Cherry Coke, Black Cherry Vanilla Diet Coke, Coca-Cola Zero (sold under the trademark Coke Zero in some countries), Fanta brand sparkling beverages, Sprite, Diet Sprite/Sprite Zero (sold under the trademark Sprite Light in many countries other than the United States), Sprite Remix, Pibb Xtra, Mello Yello, Tab, Fresca brand sparkling beverages, Barq's, Powerade, Minute Maid brand sparkling beverages, Aquarius, Sokenbicha, Ciel, Bonaqa/Bonaqua, Dasani, Dasani brand flavored waters, Lift, Thums Up, Kinley, Eight O'Clock, Qoo, Vault, Full Throttle and other products developed for specific countries (including Georgia brand ready-to-drink coffees). In many countries (excluding the United States, among others), our Company's beverage products also include Schweppes, Canada Dry, Dr Pepper and Crush. Our Company produces, distributes and markets juice and juice-drink products including Minute Maid Premium juice and juice drinks, Simply juices and juice drinks, Odwalla nourishing health beverages, Five Alive refreshment beverages, Bacardi mixers concentrate (manufactured and marketed under license agreements from Bacardi & Company Limited) and Hi-C ready-to-serve juice drinks. We have a license to manufacture and sell concentrates for Seagram's mixers, a line of sparkling drinks, in the United States and certain other countries. Our Company is the exclusive master

distributor of Evian bottled water in the United States and Canada, and of Rockstar, an energy drink, in most of the United States and in Canada. Multon, a Russian juice business ("Multon") operated as a joint venture with Coca-Cola Hellenic Bottling Company S.A. ("Coca-Cola HBC"), markets juice products under various trademarks, including Dobryi, Rich and Nico, in Russia, Ukraine and Belarus. Beverage Partners Worldwide ("BPW"), the Company's joint venture with Nestlé S.A. ("Nestlé") and certain of its subsidiaries, markets ready-to-drink tea products under the trademarks Enviga, Gold Peak, Nestea, Belté, Yang Guang, Nagomi, Heaven and Earth, Frestea, Ten Ren, Modern Tea Workshop, Café Zu, Shizen and Tian Tey, and ready-to-drink coffee products under the trademarks Nescafé, Taster's Choice and Georgia Club.

Consumer demand determines the optimal menu of Company product offerings. Consumer demand can vary from one locale to another and can change over time within a single locale. Employing our business strategy, and with special focus on core brands, our Company seeks to build its existing brands and, at the same time, to broaden its historical family of brands, products and services in order to create and satisfy consumer demand locale by locale.

Our Company introduced a variety of new brands, brand extensions and new beverage products in 2006. Among numerous examples, in North America, the Company launched Coca-Cola Blak, a new Coca-Cola and coffee fusion beverage designed to appeal to adult consumers, Black Cherry Vanilla Coca-Cola and Black Cherry Vanilla Diet Coke, Vault Zero, Tab Energy, Full Throttle Fury, Simply Lemonade and Limeade. In collaboration with Godiva Chocolatier, Inc., the Company also launched a new line of premium blended indulgent beverages called Godiva Belgian Blends. BPW, our joint venture with Nestlé, launched both Enviga, a sparkling green tea product, and Gold Peak, a premium ready-to-drink iced tea in five flavors. The Company introduced Dasani Sparkling in Kenya and Mauritius; Five Alive and Coca-Cola Light in Kenya; Powerade Balance, Five Alive, Fanta Free and Bonaqua flavored waters in South Africa; and Burn in Nigeria, Ghana and Morocco. We introduced Karada Meguri Cha in Japan and Healthworks in China. Multon, our joint venture with Coca-Cola HBC, introduced new Diva juice in Russia. In addition, we launched Coke Zero in Australia and Korea, Haru Tea in Korea, and Schweppes Clear Lemonade in Serbia, Romania and Bulgaria. In Europe, the Company launched Coca-Cola Zero/Coke Zero in the United Kingdom, Germany, Spain, Norway, Belgium, the Netherlands and Luxembourg; Burn in Norway; and Chaudfontaine (a still and sparkling water) in Belgium, the Netherlands and Luxembourg. In Latin America, the products launched included Minute Maid Forte, Ciel Naturae (a sparkling flavored water) and Coca-Cola Light Caffeine Free. The Company unveiled Far Coast, a new brand of premium brewed beverages, and Chaqwa, a line of brewed beverages for quick service restaurants and convenience stores, in Canada and Singapore.

Our Company measures the volume of products sold in two ways: (1) unit cases of finished products and (2) gallons. 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 ("Coca-Cola system") 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 it derives income. Such products licensed to, or distributed by, our Company or owned by Coca-Cola system bottlers account for a minimal portion of total unit case volume. In addition, unit case volume includes sales by joint ventures in which the Company is a partner. Although most of our Company's revenues are not based directly on unit case volume, we believe unit case volume is one of the measures of the underlying strength of the Coca-Cola system because it measures trends at the consumer level. The unit case volume numbers used in this report are based on estimates received by the Company from its bottling partners and distributors. As used in this report, "gallon" means a unit of measurement for concentrates (sometimes referred to as "beverage bases"), syrups, finished beverages and powders (in all cases, expressed in equivalent gallons of syrup) sold by our Company to its bottling partners or other customers. Most of our revenues are based on gallon sales, a primarily "wholesale" activity. Unit case volume and gallon sales growth

rates are not necessarily equal during any given period. Items 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 gallon sales and can create differences between unit case volume and gallon sales growth rates.

In 2006, concentrates and syrups for beverages bearing the trademark "Coca-Cola" or including the trademark "Coke" ("Coca-Cola Trademark Beverages") accounted for approximately 55 percent of the Company's total gallon sales.

In 2006, gallon sales in the United States ("U.S. gallon sales") represented approximately 26 percent of the Company's worldwide gallon sales. Approximately 54 percent of U.S. gallon sales for 2006 was attributable to sales of beverage concentrates and syrups to 76 authorized bottler ownership groups in 393 licensed territories. Those bottlers prepare and sell finished beverages bearing our trademarks for the food store and vending machine distribution channels and for other distribution channels supplying products for home and immediate consumption. Approximately 34 percent of 2006 U.S. gallon sales was attributable to fountain syrups sold to fountain retailers and to 507 authorized fountain wholesalers, some of which are authorized bottlers. The remaining approximately 12 percent of 2006 U.S. gallon sales was attributable to sales by the Company of finished beverages, including juice and juice-drink products and certain water products. Coca-Cola Enterprises Inc., including its bottling subsidiaries and divisions ("CCE"), accounted for approximately 51 percent of the Company's U.S. gallon sales in 2006. At December 31, 2006, our Company held an ownership interest of approximately 35 percent in CCE, which is the world's largest bottler of Company Trademark Beverages.

In 2006, gallon sales outside the United States represented approximately 74 percent of the Company's worldwide gallon sales. The countries outside the United States in which our gallon sales were the largest in 2006 were Mexico, Brazil, China and Japan, which together accounted for approximately 27 percent of our worldwide gallon sales. Approximately 90 percent of non-U.S. unit case volume for 2006 was attributable to sales of beverage concentrates and syrups to authorized bottlers together with sales by the Company of finished beverages other than juice and juice-drink products, in 535 licensed territories. Approximately 5 percent of 2006 non-U.S. unit case volume was attributable to fountain syrups. The remaining approximately 5 percent of 2006 non-U.S. unit case volume was attributable to juice and juice-drink products.

In addition to conducting our own independent advertising and marketing activities, we may provide promotional and marketing services or funds to our bottlers. In most cases, we do this on a discretionary basis under the terms of commitment letters or agreements, even though we are not obligated to do so under the terms of the bottling or distribution agreements between our Company and the bottlers. Also, on a discretionary basis in most cases, our Company may develop and introduce new products, packages and equipment to assist its bottlers. Likewise, in many instances, we provide promotional and marketing services and/or funds and/or dispensing equipment and repair services to fountain and bottle/can retailers, typically pursuant to marketing agreements. The aggregate amount of funds provided by our Company to bottlers, resellers or other customers of our Company's products, principally for participation in promotional and marketing programs was approximately \$3.8 billion in 2006.

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

Most of our products are manufactured and sold by our bottling partners. We typically sell concentrates and syrups to our bottling partners who convert them into finished packaged products which they sell to distributors and other customers. Separate contracts ("Bottler's Agreements") exist between our Company and each of our bottling partners regarding the manufacture and sale of Company products. Subject to specified terms and conditions and certain variations, the Bottler's Agreements generally authorize the bottlers to prepare specified Company Trademark Beverages, to package the same in authorized containers, and to distribute and sell the same in (but, subject to applicable local law, generally only in) an identified territory. The bottler is obligated to



purchase its entire requirement of concentrates or syrups for the designated Company Trademark Beverages from the Company or Company-authorized suppliers. We typically agree to refrain from selling or distributing, or from authorizing third parties to sell or distribute, the designated Company Trademark Beverages throughout the identified territory in the particular authorized containers; however, we typically reserve for ourselves or our designee the right (1) to prepare and package such beverages in such containers in the territory for sale outside the territory, and (2) to prepare, package, distribute and sell such beverages in the territory, in any other manner or form. Territorial restrictions on bottlers vary in some cases in accordance with local law.

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

#### *Outside the United States*

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

In certain parts of the world outside the United States, we have not granted comprehensive beverage production rights to the bottlers. In such instances, we or our authorized suppliers sell Company Trademark Beverages to the bottlers for sale and distribution throughout the designated territory, often on a nonexclusive basis. A majority of the Bottler's Agreements in force between us and bottlers outside the United States authorize the bottlers to manufacture and distribute fountain syrups, usually on a nonexclusive basis.

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

#### *Within the United States*

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

- the bottler's insolvency, dissolution, receivership or the like;
- any disposition by the bottler or any of its subsidiaries of any voting securities of any bottler subsidiary without the consent of the Company;
- any material breach of any obligation of the bottler under the 1987 Contract; or

- except in the case of certain bottlers, if a person or affiliated group acquires or obtains any right to acquire beneficial ownership of more than 10 percent of any class or series of voting securities of the bottler without authorization by the Company.

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

In the United States, the form of Bottler's Agreement for cola-flavored sparkling beverages that covers the largest amount of U.S. gallon sales (the "1987 Contract") gives us complete flexibility to determine the price and other terms of sale of concentrates and syrups for Company Trademark Beverages. In some instances, we have agreed or may in the future agree with the bottler with respect to concentrate pricing on a prospective basis for specified time periods. Bottlers operating under the 1987 Contract accounted for approximately 90 percent of our Company's total U.S. gallon sales for bottled and canned beverages in 2006, excluding direct sales by the Company of juice and juice-drink products and other finished beverages ("U.S. bottle/can gallon sales"). Certain other forms of U.S. Bottler's Agreements, entered into prior to 1987, provide for concentrates or syrups for certain Coca-Cola Trademark Beverages and other cola-flavored Company Trademark Beverages to be priced pursuant to a stated formula. Bottlers accounting for approximately 9.8 percent of U.S. bottle/can gallon sales in 2006 have contracts for certain Coca-Cola Trademark Beverages and other cola-flavored Company Trademark Beverages with pricing formulas that generally provide for a baseline price. This baseline price may be adjusted periodically by the Company, up to a maximum indexed ceiling price, and is adjusted quarterly based upon changes in certain sugar or sweetener prices, as applicable. Bottlers accounting for the remaining approximately 0.2 percent of U.S. bottle/can gallon sales in 2006 operate under our oldest form of contract, which provides for a fixed price for Coca-Cola syrup used in bottles and cans. This price is subject to quarterly adjustments to reflect changes in the quoted price of sugar.

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

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

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

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

Our Company maintains business relationships with three types of bottlers:

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

In 2006, bottling operations in which we had no ownership interest produced and distributed approximately 25 percent of our worldwide unit case volume. We have equity positions in 52 unconsolidated bottling, canning and distribution operations for our products worldwide. These cost or equity method investees produced and distributed approximately 58 percent of our worldwide unit case volume in 2006. Controlled and consolidated bottling operations produced and distributed approximately 7 percent of our worldwide unit case volume in 2006. The remaining approximately 10 percent of our worldwide unit case volume in 2006 was produced and distributed by our fountain operations and our juice and juice drink, sports drink and other finished beverage operations.

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

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

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

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

Significant investees in which we have noncontrolling ownership interests include the following:

*Coca-Cola Enterprises Inc. ("CCE").* Our ownership interest in CCE was approximately 35 percent at December 31, 2006. CCE is the world's largest bottler of the Company's beverage products. In 2006, sales of concentrates, syrups and finished products by the Company to CCE were approximately \$5.4 billion. CCE estimates that the territories in which it markets beverage products to retailers (which include portions of 46 states and the District of Columbia in the United States, the United States Virgin Islands, Canada, Great Britain, continental France, the Netherlands, Luxembourg, Belgium and Monaco) contain approximately 79 percent of the United States population, 98 percent of the population of Canada, and 100 percent of the populations of Great Britain, continental France, the Netherlands, Luxembourg, Belgium and Monaco. In 2006, CCE's net operating revenues were approximately \$19.8 billion. Excluding fountain products, in 2006, approximately 60 percent of the unit case volume of CCE consisted of Coca-Cola Trademark Beverages, 33 percent of its unit case volume consisted of other Company Trademark Beverages and 7 percent of its unit case volume consisted of beverage products of other companies.

*Coca-Cola Hellenic Bottling Company S.A. ("Coca-Cola HBC").* At December 31, 2006, our ownership interest in Coca-Cola HBC was approximately 23 percent. Coca-Cola HBC has bottling and distribution rights, through direct ownership or joint ventures, in Armenia, Austria, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Estonia, Former Yugoslavian Republic of Macedonia, Greece, Hungary, Italy, Latvia, Lithuania, Moldova, Nigeria, Northern Ireland, Poland, Republic of Ireland, Romania, Russia,

Serbia and Montenegro, Slovakia, Slovenia, Switzerland and Ukraine. Coca-Cola HBC estimates that the territories in which it markets beverage products contain approximately 67 percent of the population of Italy and 100 percent of the populations of the other countries named above in which Coca-Cola HBC has bottling and distribution rights. In 2006, Coca-Cola HBC's net sales of beverage products were approximately \$7 billion. In 2006, approximately 44 percent of the unit case volume of Coca-Cola HBC consisted of Coca-Cola Trademark Beverages, approximately 49 percent of its unit case volume consisted of other Company Trademark Beverages and approximately 7 percent of its unit case volume consisted of beverage products of Coca-Cola HBC or other companies.

*Coca-Cola FEMSA, S.A.B. de C.V. ("Coca-Cola FEMSA").* Our ownership interest in Coca-Cola FEMSA was approximately 32 percent at December 31, 2006. Coca-Cola FEMSA is a Mexican holding company with bottling subsidiaries in a substantial part of central Mexico, including Mexico City and southeastern Mexico; greater São Paulo, Campinas, Santos, the state of Matto Grosso do Sul and part of the state of Goias in Brazil; central Guatemala; most of Colombia; all of Costa Rica, Nicaragua, Panama and Venezuela; and greater Buenos Aires, Argentina. Coca-Cola FEMSA estimates that the territories in which it markets beverage products contain approximately 48 percent of the population of Mexico, 16 percent of the population of Brazil, 98 percent of the population of Colombia, 47 percent of the population of Guatemala, 100 percent of the populations of Costa Rica, Nicaragua, Panama and Venezuela and 30 percent of the population of Argentina. In 2006, Coca-Cola FEMSA's net sales of beverage products were approximately \$5.2 billion. In 2006, approximately 62 percent of the unit case volume of Coca-Cola FEMSA consisted of Coca-Cola Trademark Beverages, 34 percent of its unit case volume consisted of other Company Trademark Beverages and 4 percent of its unit case volume consisted of beverage products of Coca-Cola FEMSA or other companies.

*Coca-Cola Amatil Limited ("Coca-Cola Amatil").* At December 31, 2006, our Company's ownership interest in Coca-Cola Amatil was approximately 32 percent. Coca-Cola Amatil has bottling and distribution rights, through direct ownership or joint ventures, in Australia, New Zealand, Fiji, Papua New Guinea, Indonesia and South Korea. Coca-Cola Amatil estimates that the territories in which it markets beverage products contain 100 percent of the populations of Australia, New Zealand, Fiji, South Korea and Papua New Guinea, and 98 percent of the population of Indonesia. In 2006, Coca-Cola Amatil's net sales of beverage products were approximately \$3 billion. In 2006, approximately 50 percent of the unit case volume of Coca-Cola Amatil consisted of Coca-Cola Trademark Beverages, approximately 40 percent of its unit case volume consisted of other Company Trademark Beverages and approximately 10 percent of its unit case volume consisted of beverage products of Coca-Cola Amatil.

*Other Interests.* BPW, our joint venture with Nestlé and certain of its subsidiaries, is focused upon the ready-to-drink tea and coffee businesses. BPW products were sold in the United States and 63 other countries during the year ended December 31, 2006. BPW serves as the exclusive vehicle through which our Company and Nestlé participate in the ready-to-drink tea and coffee businesses worldwide, except in Japan. In November 2006, our Company and Nestlé jointly announced an agreement to refocus BPW's activities on black tea beverages and Enviga. The implementation of this agreement, which is subject to certain regulatory approvals, would allow our Company and Nestlé to independently develop, produce and market ready-to-drink coffee and non-black tea-based beverages, other than Enviga. Multon, a Russian juice business operated as a joint venture with Coca-Cola HBC, generated revenues from sales of juice products in Russia, Ukraine and Belarus in 2006.

## Seasonality

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

## Competition

Our Company competes in the nonalcoholic beverages segment of the commercial beverages industry. Based on internally available data and a variety of industry sources, we believe that, in 2006, worldwide sales of Company products accounted for approximately 10 percent of total worldwide sales of nonalcoholic beverage products. The nonalcoholic beverages segment of the commercial beverages industry is highly competitive, consisting of numerous firms. These include firms that, like our Company, compete in multiple geographic areas as well as firms that are primarily local in operation. Competitive products include numerous nonalcoholic sparkling beverages; various water products, including packaged water; juices and nectars; fruit drinks and dilutables (including syrups and powdered drinks); coffees and teas; energy and sports drinks; and various other nonalcoholic beverages. These competitive beverages are sold to consumers in both ready-to-drink and not-ready-to-drink form. In many of the countries in which we do business, including the United States, PepsiCo, Inc. is one of our primary competitors. Other significant competitors include, but are not limited to, Nestlé, Cadbury Schweppes plc, Groupe Danone and Kraft Foods Inc. We also compete against numerous local firms in various geographic areas in which we operate.

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

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

## Raw Materials

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

The principal non-nutritive sweeteners we use in our business are aspartame, acesulfame potassium, saccharin, cyclamate and sucralose. Generally, these raw materials are readily available from numerous sources. However, our Company purchases aspartame, an important non-nutritive sweetener that is used alone or in combination with other important non-nutritive sweeteners such as saccharin or acesulfame potassium in our low-calorie sparkling beverage products, primarily from The NutraSweet Company and Ajinomoto Co., Inc., which we consider to be our only viable sources for the supply of this product. We currently purchase acesulfame potassium from Nutrinova Nutrition Specialties & Food Ingredients GmbH, which we consider to be our only

viable source for the supply of this product. Our Company generally has not experienced any difficulties in obtaining its requirements for non-nutritive sweeteners.

Our Company sells a number of products sweetened with sucralose, a non-nutritive sweetener. We work closely with Tate & Lyle, our sucralose supplier, to maintain continuity of supply. Although Tate & Lyle is our single source for sucralose, we do not anticipate difficulties in obtaining our requirements for sucralose.

With regard to juice and juice-drink products, citrus fruit, particularly orange juice concentrate, is our principal raw material. The citrus industry is subject to the variability of weather conditions. In particular, freezing weather or hurricanes in central Florida may result in shortages and higher prices for orange juice concentrate throughout the industry. Due to our ability to also source orange juice concentrate from the Southern Hemisphere (particularly from Brazil), we normally have an adequate supply of orange juice concentrate that meets our Company's standards.

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

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

We own numerous trademarks that are very important to our business. Depending upon the jurisdiction, trademarks are valid as long as they are in use and/or their registrations are properly maintained. Pursuant to our Bottler's Agreements, we authorize our bottlers to use applicable Company trademarks in connection with their manufacture, sale and distribution of Company products. In addition, we grant licenses to third parties from time to time to use certain of our trademarks in conjunction with certain merchandise and food products.

#### **Governmental Regulation**

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

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

A California law requires that a specific warning appear on any product that contains a component listed by the state as having been found to cause cancer or birth defects. The law exposes all food and beverage producers to the possibility of having to provide warnings on their products. This is because the law recognizes no generally applicable quantitative thresholds below which a warning is not required. Consequently, even trace amounts of listed components can expose affected products to the prospect of warning labels. Products containing listed substances that occur naturally or that are contributed to such products solely by a municipal water supply are generally exempt from the warning requirement. No Company beverages produced for sale in California are currently required to display warnings under this law. However, we are unable to predict whether a component found in a Company product might be added to the California list in the future. Furthermore, we are also unable to predict when or whether the increasing sensitivity of detection methodology that may become applicable

under this law and related regulations as they currently exist, or as they may be amended, might result in the detection of an infinitesimal quantity of a listed substance in a Company beverage produced for sale in California.

Bottlers of our beverage products presently offer nonrefillable, recyclable containers in the United States and various other markets around the world. Some of these bottlers also offer refillable containers, which are also recyclable. Legal requirements have been enacted in jurisdictions in the United States and overseas requiring that deposits or certain ecotaxes or fees be charged for the sale, marketing and use of certain nonrefillable beverage containers. The precise requirements imposed by these measures vary. Other beverage container-related deposit, recycling, ecotax and/or product stewardship proposals have been introduced in various jurisdictions in the United States and overseas. We anticipate that similar legislation or regulations may be proposed in the future at local, state and federal levels, both in the United States and elsewhere.

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

### **Employees**

As of December 31, 2006 and 2005, our Company had approximately 71,000 and 55,000 employees, respectively, of which 13,600 and 9,800, respectively, were employed by entities that we have consolidated under the Financial Accounting Standards Board Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities" ("Interpretation No. 46(R)"). At the end of 2006 and 2005, our Company had approximately 12,200 and 10,400 employees, respectively, located in the United States, of which approximately 1,200 and none, respectively, were employed by entities that we have consolidated under Interpretation No. 46(R). The increase in the number of employees in 2006 was primarily due to the acquisitions and the consolidation of certain bottling operations, mainly in China and the United States.

Our Company, through its divisions and subsidiaries, has entered into numerous collective bargaining agreements. We currently expect that we will be able to renegotiate such agreements on satisfactory terms when they expire. The Company believes that its relations with its employees are generally satisfactory.

### **Securities Exchange Act Reports**

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

We make available on or through our website certain reports and amendments to those reports that we file with or furnish to the Securities and Exchange Commission (the "SEC") in accordance with the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These include our annual reports on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K, and Section 16 filings. We make this information available on our website free of charge as soon as reasonably practicable after we electronically file the information with, or furnish it to, the SEC.

### **ITEM 1A. RISK FACTORS**

In addition to the other information set forth in this report, you should carefully consider the following factors, which could materially affect our business, financial condition or future results. The risks described below 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 results of operations.

***Obesity concerns may reduce demand for some of our products.***

Consumers, public health officials and government officials are becoming increasingly aware of and concerned about the public health consequences associated with obesity, particularly among young people. In addition, press reports indicate that lawyers and consumer advocates have publicly threatened to instigate litigation against companies in our industry, including us, alleging unfair and/or deceptive practices related to contracts to sell sparkling and other beverages in schools. Increasing public awareness about these issues and negative publicity resulting from actual or threatened legal actions may reduce demand for our sparkling beverages, which could affect our profitability.

***Water scarcity and poor quality could negatively impact the Coca-Cola system's production costs and capacity.***

Water is the main ingredient in substantially all of our products. It is also a limited resource in many parts of the world, facing unprecedented challenges from overexploitation, increasing pollution and poor management. As demand for water continues to increase around the world and as the quality of available water deteriorates, our system may incur increasing production costs or face capacity constraints which could adversely affect our profitability or net operating revenues in the long run.

***Changes in the nonalcoholic beverages business environment could impact our financial results.***

The nonalcoholic beverages business environment is rapidly evolving as a result of, among other things, changes in consumer preferences, including changes based on health and nutrition considerations and obesity concerns, shifting consumer tastes and needs, changes in consumer lifestyles, increased consumer information and competitive product and pricing pressures. In addition, the industry is being affected by the trend toward consolidation in the retail channel, particularly in Europe and the United States. If we are unable to successfully adapt to this rapidly changing environment, our net income, share of sales and volume growth could be negatively affected.

***Increased competition could hurt our business.***

The nonalcoholic beverages segment of the commercial beverages industry is highly competitive. We compete with major international beverage companies that, like our Company, operate in multiple geographic areas, as well as numerous firms that are primarily local in operation. In many countries in which we do business, including the United States, PepsiCo, Inc. is a primary competitor. Other significant competitors include, but are not limited to, Nestlé, Cadbury Schweppes plc, Groupe Danone and Kraft Foods Inc. Our ability to gain or maintain share of sales or gross margins in the global market or in various local markets may be limited as a result of actions by competitors.

***If we are unable to expand our operations in developing and emerging markets, our growth rate could be negatively affected.***

Our success depends in part on our ability to grow our business in developing and emerging markets, which in turn depends on economic and political conditions in those markets and on our ability to acquire or form strategic business alliances with local bottlers and to make necessary infrastructure enhancements to production facilities, distribution networks, sales equipment and technology. Moreover, the supply of our products in developing and emerging markets must match customers' demand for those products. Due to product price, limited purchasing power and cultural differences, there can be no assurance that our products will be accepted in any particular developing or emerging market.

***Fluctuations in foreign currency exchange and interest rates could affect our financial results.***

We earn revenues, pay expenses, own assets and incur liabilities in countries using currencies other than the U.S. dollar, including the euro, the Japanese yen, the Brazilian real and the Mexican peso. In 2006, we used 63



functional currencies in addition to the U.S. dollar and derived approximately 72 percent of our net operating revenues from operations outside of the United States. Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, income and expenses, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, increases or decreases in the value of the U.S. dollar against other major currencies will affect our net operating revenues, operating income and the value of balance sheet items denominated in foreign currencies. Because of the geographic diversity of our operations, weaknesses in some currencies might be offset by strengths in others over time. We also use derivative financial instruments to further reduce our net exposure to currency exchange rate fluctuations. However, we cannot assure you that fluctuations in foreign currency exchange rates, particularly the strengthening of the U.S. dollar against major currencies, would not materially affect our financial results. In addition, we are exposed to adverse changes in interest rates. When appropriate, we use derivative financial instruments to reduce our exposure to interest rate risks. We cannot assure you, however, that our financial risk management program will be successful in reducing the risks inherent in exposures to interest rate fluctuations.

***We rely on our bottling partners for a significant portion of our business. If we are unable to maintain good relationships with our bottling partners, our business could suffer.***

We generate a significant portion of our net operating revenues by selling concentrates and syrups to bottlers in which we do not have any ownership interest or in which we have a noncontrolling ownership interest. In 2006, approximately 83 percent of our worldwide unit case volume was produced and distributed by bottling partners in which the Company did not have controlling interests. As independent companies, our bottling partners, some of which are publicly traded companies, make their own business decisions that may not always align with our interests. In addition, many of our bottling partners have the right to manufacture or distribute their own products or certain products of other beverage companies. If we are unable to provide an appropriate mix of incentives to our bottling partners through a combination of pricing and marketing and advertising support, they may take actions that, while maximizing their own short-term profits, may be detrimental to our Company or our brands, or they may devote more of their energy and resources to business opportunities or products other than those of the Company. Such actions could, in the long run, have an adverse effect on our profitability. In addition, the loss of one or more major customers by one of our major bottling partners, or disruptions of bottling operations that may be caused by strikes, work stoppages or labor unrest affecting such bottlers, could indirectly affect our results.

***If our bottling partners' financial condition deteriorates, our business and financial results could be affected.***

The success of our business depends on the financial strength and viability of our bottling partners. Our bottling partners' financial condition is affected in large part by conditions and events that are beyond our control, including competitive and general market conditions in the territories in which they operate and the availability of capital and other financing resources on reasonable terms. While under our bottlers' agreements we generally have the right to unilaterally change the prices we charge for our concentrates and syrups, our ability to do so may be materially limited by the financial condition of the applicable bottlers and their ability to pass price increases along to their customers. In addition, because we have investments in certain of our bottling partners, which we account for under the equity method, our operating results include our proportionate share of such bottling partners' income or loss. Also, a deterioration of the financial condition of bottling partners in which we have investments could affect the carrying values of such investments and result in write-offs. Therefore, a significant deterioration of our bottling partners' financial condition could adversely affect our financial results.

***If we are unable to renew collective bargaining agreements on satisfactory terms or we experience strikes or work stoppages, our business could suffer.***

Many of our employees at our key manufacturing locations are covered by collective bargaining agreements. If we are unable to renew such agreements on satisfactory terms, our labor costs could increase, which would affect our profit margins. In addition, strikes or work stoppages at any of our major manufacturing plants could impair our ability to supply concentrates and syrups to our customers, which would reduce our revenues and could expose us to customer claims.

***Increase in the cost of energy could affect our profitability.***

Our Company-owned bottling operations and our bottling partners operate a large fleet of trucks and other motor vehicles. In addition, we and our bottlers use a significant amount of electricity, natural gas and other energy sources to operate our concentrate and bottling plants. An increase in the price of fuel and other energy sources would increase our and the Coca-Cola system's operating costs and, therefore, could negatively impact our profitability.

***Increase in cost, disruption of supply or shortage of raw materials could harm our business.***

We and our bottling partners use various raw materials in our business including high fructose corn syrup, sucrose, aspartame, saccharin, acesulfame potassium, sucralose and orange juice concentrate. The prices for these raw materials fluctuate depending on market conditions. Substantial increases in the prices for our raw materials, to the extent they cannot be recouped through increases in the prices of finished beverage products, would increase our and the Coca-Cola system's operating costs and could reduce our profitability. Increases in the prices of our finished products resulting from higher raw material costs could affect affordability in some markets and reduce Coca-Cola system sales. In addition, some of these raw materials, such as aspartame, acesulfame potassium and sucralose, are available from a limited number of suppliers. We cannot assure you that we will be able to maintain favorable arrangements and relationships with these suppliers. An increase in the cost or a sustained interruption in the supply or shortage of some of these raw materials that may be caused by a deterioration of our relationships with suppliers or by events such as natural disasters, power outages, labor strikes or the like, could negatively impact our net revenues and profits.

***Changes in laws and regulations relating to beverage containers and packaging could increase our costs and reduce demand for our products.***

We and our bottlers currently offer nonrefillable, recyclable containers in the United States and in various other markets around the world. Legal requirements have been enacted in various jurisdictions in the United States and overseas requiring that deposits or certain ecotaxes or fees be charged for the sale, marketing and use of certain nonrefillable beverage containers. Other beverage container-related deposit, recycling, ecotax and/or product stewardship proposals have been introduced in various jurisdictions in the United States and overseas and we anticipate that similar legislation or regulations may be proposed in the future at local, state and federal levels, both in the United States and elsewhere. If these types of requirements are adopted and implemented on a large scale in any of the major markets in which we operate, they could affect our costs or require changes in our distribution model, which could reduce our net operating revenues or profitability. In addition, container-deposit laws, or regulations that impose additional burdens on retailers, could cause a shift away from our products to retailer-proprietary brands, which could impact the demand for our products in the affected markets.

***Significant additional labeling or warning requirements may inhibit sales of affected products.***

Various jurisdictions may seek to adopt significant additional product labeling or warning requirements relating to the chemical content or perceived adverse health consequences of certain of our products. These types of requirements, if they become applicable to one or more of our major products under current or future

environmental or health laws or regulations, may inhibit sales of such products. In California, a law requires that a specific warning appear on any product that contains a component listed by the state as having been found to cause cancer or birth defects. This law recognizes no generally applicable quantitative thresholds below which a warning is not required. If a component found in one of our products is added to the list, or if the increasing sensitivity of detection methodology that may become available under this law and related regulations as they currently exist, or as they may be amended, results in the detection of an infinitesimal quantity of a listed substance in one of our beverages produced for sale in California, the resulting warning requirements or adverse publicity could affect our sales.

***Unfavorable economic and political conditions in international markets could hurt our business.***

We derive a significant portion of our net operating revenues from sales of our products in international markets. In 2006, our operations outside of the United States accounted for approximately 72 percent of our net operating revenues. Unfavorable economic and political conditions in certain of our international markets, including civil unrest and governmental changes, could undermine consumer confidence and reduce the consumers' purchasing power, thereby reducing demand for our products. In addition, product boycotts resulting from political activism could reduce demand for our products, while restrictions on our ability to transfer earnings or capital across borders that may be imposed or expanded as a result of political and economic instability could impact our profitability. Without limiting the generality of the preceding sentence, the current unstable economic and political conditions and civil unrest and political activism in the Middle East, India or the Philippines, the unstable situation in Iraq, or the continuation or escalation of terrorist activities could adversely impact our international business.

***Changes in commercial and market practices within the European Economic Area may affect the sales of our products.***

We and our bottlers are subject to an Undertaking, rendered legally binding in June 2005 by a decision of the European Commission, pursuant to which we committed to make certain changes in our commercial and market practices in the European Economic Area Member States. The Undertaking potentially applies in 27 countries and in all channels of distribution where our sparkling beverages account for over 40 percent of national sales and twice the nearest competitor's share. The commitments we and our bottlers made in the Undertaking relate broadly to exclusivity, percentage-based purchasing commitments, transparency, target rebates, tying, assortment or range commitments, and agreements concerning products of other suppliers. The Undertaking also applies to shelf space commitments in agreements with take-home customers and to financing and availability agreements in the on-premise channel. In addition, the Undertaking includes commitments that are applicable to commercial arrangements concerning the installation and use of technical equipment (such as coolers, fountain equipment and vending machines). Adjustments to our business model in the European Economic Area Member States as a result of these commitments or of future interpretations of European Union competition laws and regulations could adversely affect our sales in the European Economic Area markets.

***Litigation or legal proceedings could expose us to significant liabilities and damage our reputation.***

We are party to various litigation claims and legal proceedings. We evaluate these litigation claims and legal proceedings to assess the likelihood of unfavorable outcomes and to estimate, if possible, the amount of potential losses. Based on these assessments and estimates, we establish reserves and/or disclose the relevant litigation claims or legal proceedings, as appropriate. These assessments and estimates are based on the information available to management at the time and involve a significant amount of management judgment. We caution you that actual outcomes or losses may differ materially from those envisioned by our current assessments and estimates. In addition, we have bottling and other business operations in emerging or developing markets with high risk legal compliance environments. Our policies and procedures require strict

compliance by our employees and agents with all United States and local laws and regulations applicable to our business operations, including those prohibiting improper payments to government officials. Nonetheless, we cannot assure you that our policies, procedures and related training programs will always ensure full compliance by our employees and agents with all applicable legal requirements. Improper conduct by our employees or agents could damage our reputation in the United States and internationally or lead to litigation or legal proceedings that could result in civil or criminal penalties, including substantial monetary fines, as well as disgorgement of profits.

***Adverse weather conditions could reduce the demand for our products.***

The sales of our products are influenced to some extent by weather conditions in the markets in which we operate. Unusually cold weather during the summer months may have a temporary effect on the demand for our products and contribute to lower sales, which could have an adverse effect on our results of operations for those periods.

***If we are unable to maintain brand image and product quality, or if we encounter other product issues such as product recalls, our business may suffer.***

Our success depends on our ability to maintain brand image for our existing products and effectively build up brand image for new products and brand extensions. We cannot assure you, however, that additional expenditures and our renewed commitment to advertising and marketing will have the desired impact on our products' brand image and on consumer preferences. Product quality issues, real or imagined, or allegations of product contamination, even when false or unfounded, could tarnish the image of the affected brands and may cause consumers to choose other products. In addition, because of changing government regulations or implementation thereof, allegations of product contamination or lack of consumer interest in certain products, we may be required from time to time to recall products entirely or from specific markets. Product recalls could affect our profitability and could negatively affect brand image. Also, adverse publicity surrounding obesity concerns, water usage, labor relations and the like could negatively affect our Company's overall reputation and our products' acceptance by consumers.

***Changes in the legal and regulatory environment in the countries in which we operate could increase our costs or reduce our net operating revenues.***

Our Company's business is subject to various laws and regulations in the numerous countries throughout the world in which we do business, including laws and regulations relating to competition, product safety, advertising and labeling, container deposits, recycling or stewardship, the protection of the environment, and employment and labor practices. In the United States, the production, distribution and sale of many of our products are subject to, among others, the Federal Food, Drug, and Cosmetic Act, the Federal Trade Commission Act, the Lanham Act, state consumer protection laws, the Occupational Safety and Health Act, various environmental statutes, as well as various state and local statutes and regulations. Outside the United States, the production, distribution, sale, advertising and labeling of many of our products are also subject to various laws and regulations. Changes in applicable laws or regulations or evolving interpretations thereof could, in certain circumstances result in increased compliance costs or capital expenditures, which could affect our profitability, or impede the production or distribution of our products, which could affect our net operating revenues.

***Changes in accounting standards and taxation requirements could affect our financial results.***

New accounting standards or pronouncements that may become applicable to our Company from time to time, or changes in the interpretation of existing standards and pronouncements, could have a significant effect on our reported results for the affected periods. We are also subject to income tax in the numerous jurisdictions in which we generate net operating revenues. In addition, our products are subject to import and excise duties

and/or sales or value-added taxes in many jurisdictions in which we operate. Increases in income tax rates could reduce our after-tax income from affected jurisdictions, while increases in indirect taxes could affect our products' affordability and therefore reduce demand for our products.

***If we are not able to achieve our overall long term goals, the value of an investment in our Company could be negatively affected.***

We have established and publicly announced certain long-term growth objectives. These objectives were based on our evaluation of our growth prospects, which are generally based on volume and sales potential of many product types, some of which are more profitable than others, and on an assessment of potential level or mix of product sales. There can be no assurance that we will achieve the required volume or revenue growth or mix of products necessary to achieve our growth objectives.

***If we are unable to protect our information systems against data corruption, cyber-based attacks or network security breaches, our operations could be disrupted.***

We are increasingly dependent on information technology networks and systems, including the Internet, to process, transmit and store electronic information. In particular, we depend on our information technology infrastructure for digital marketing activities and electronic communications among our locations around the world and between Company personnel and our bottlers and other customers and suppliers. Security breaches of this infrastructure can create system disruptions, shutdowns or unauthorized disclosure of confidential information. If we are unable to prevent such breaches, our operations could be disrupted or we may suffer financial damage or loss because of lost or misappropriated information.

***We may be required to recognize additional impairment charges.***

We assess our goodwill, trademarks and other intangible assets and our long-lived assets as and when required by generally accepted accounting principles in the United States to determine whether they are impaired. In 2006, we recorded a charge of approximately \$602 million to equity income resulting from the impact of our proportionate share of an impairment charge recorded by CCE, and impairment charges of approximately \$41 million primarily related to trademarks for beverages sold in the Philippines and Indonesia; in 2005, we recorded impairment charges of approximately \$89 million primarily related to our operations and investments in the Philippines; and in 2004, we recorded impairment charges of approximately \$374 million primarily related to franchise rights at Coca-Cola Erfrischungsgetraenke AG ("CCEAG"). If market conditions in North America, India, Indonesia or the Philippines do not improve or deteriorate further, we may be required to record additional impairment charges. In addition, unexpected declines in our operating results and structural changes or divestitures in these and other markets may also result in impairment charges. Additional impairment charges would reduce our reported earnings for the periods in which they are recorded.

***If we do not successfully manage our Company-owned bottling operations, our results could suffer.***

While we primarily manufacture, market and sell concentrates and syrups to our bottling partners, from time to time we do acquire or take control of bottling operations. Often, though not always, these bottling operations are in underperforming markets where we believe we can use our resources and expertise to improve performance. We may incur unforeseen liabilities and obligations in connection with acquiring, taking control of or managing such bottling operations and may encounter unexpected difficulties and costs in restructuring and integrating them into our Company's operating and internal control structures. In addition, our financial performance and the strength and efficiency of the Coca-Cola system depend in part on how well we can manage and improve the performance of Company-owned or controlled bottling operations. We cannot assure you, however, that we will be able to achieve our strategic and financial objectives for such bottling operations.

*Global or regional catastrophic events could impact our operations and financial results.*

Because of our global presence and worldwide operations, our business can be affected by large-scale terrorist acts, especially those directed against the United States or other major industrialized countries; the outbreak or escalation of armed hostilities; major natural disasters; or widespread outbreaks of infectious diseases such as avian influenza or severe acute respiratory syndrome (generally known as SARS). Such events could impair our ability to manage our business around the world, could disrupt our supply of raw materials, and could impact production, transportation and delivery of concentrates, syrups and finished products. In addition, such events could cause disruption of regional or global economic activity, which can affect consumers' purchasing power in the affected areas and, therefore, reduce demand for our products.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

Our worldwide headquarters is located on a 35-acre office complex in Atlanta, Georgia. The complex includes the approximately 621,000 square foot headquarters building, the approximately 870,000 square foot Coca-Cola North America building and the approximately 264,000 square foot Coca-Cola Plaza building. The complex also includes several other buildings, including technical and engineering facilities, a learning center and a reception center. Our Company leases approximately 250,000 square feet of office space at 10 Glenlake Parkway, Atlanta, Georgia, which we currently sublease to third parties. In addition, we lease approximately 218,000 square feet of office space at Northridge Business Park, Dunwoody, Georgia. The North America operating segment owns and occupies an office building located in Houston, Texas, that contains approximately 330,000 square feet. The Company has facilities for administrative operations, manufacturing, processing, packaging, packing, storage and warehousing throughout the United States.

As of December 31, 2006, our Company owned and operated 32 principal beverage concentrate and/or syrup manufacturing plants located throughout the world. In addition, we own, hold a majority interest in or otherwise consolidate under applicable accounting rules 37 operations with 95 principal beverage bottling and canning plants located outside the United States. We also own four bottled water production facilities and lease one such facility in the United States.

Our North America operating segment operates nine still beverage production facilities, in addition to the bottled water facilities mentioned above, located throughout the United States and Canada. It also utilizes a system of contract packers to produce and/or distribute certain products where appropriate. In addition, our North America operating segment owns a facility that manufactures juice concentrates for foodservice use.

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

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

### ITEM 3. LEGAL PROCEEDINGS

On October 27, 2000, a class action lawsuit (*Carpenters Health & Welfare Fund of Philadelphia & Vicinity v. The Coca-Cola Company, et al*) was filed in the United States District Court for the Northern District of Georgia alleging that the Company, M. Douglas Ivester, Jack L. Stahl and James E. Chestnut violated antifraud provisions of the federal securities laws by making misrepresentations or material omissions relating to the Company's financial condition and prospects in late 1999 and early 2000. A second, largely identical lawsuit (*Gaetan LaValla v. The Coca-Cola Company, et al*) was filed in the same court on November 9, 2000. The complaints allege that the Company and the individual named officers: (1) forced certain Coca-Cola system bottlers to accept "excessive, unwanted and unneeded" sales of concentrate during the third and fourth quarters of 1999, thus creating a misleading sense of improvement in our Company's performance in those quarters; (2) failed to write down the value of impaired assets in Russia, Japan and elsewhere on a timely basis, again resulting in the presentation of misleading interim financial results in the third and fourth quarters of 1999; and (3) misrepresented the reasons for Mr. Ivester's departure from the Company and then misleadingly reassured the financial community that there would be no changes in the Company's core business strategy or financial outlook following that departure. Damages in an unspecified amount are sought in both complaints.

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

On September 25, 2001, the defendants filed a Motion to Dismiss all counts of the Consolidated Amended Complaint. On August 20, 2002, the Court granted in part and denied in part the defendants' Motion to Dismiss. The Court also granted the plaintiffs' Motion for Leave to Amend the Complaint. On September 4, 2002, the defendants filed a Motion for Partial Reconsideration of the Court's August 20, 2002 ruling. The motion was denied by the Court on April 15, 2003.

On June 2, 2003, the plaintiffs filed an Amended Consolidated Complaint. The defendants moved to dismiss the Amended Complaint on June 30, 2003. On March 31, 2004, the Court granted in part and denied in part the defendants' Motion to Dismiss the Amended Complaint. In its order, the Court dismissed a number of the plaintiffs' allegations, including the claim that the Company made knowingly false statements to financial analysts. The Court permitted the remainder of the allegations to proceed to discovery. The Court denied the plaintiffs' request for leave to further amend and replead their complaint. Discovery commenced on May 14, 2004, and is ongoing. The fact discovery cutoff currently is March 23, 2007.

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

On December 20, 2002, the Company filed a lawsuit (*The Coca-Cola Company v. Aqua-Chem, Inc., Civil Action No. 2002CV631-50*) in the Superior Court, Fulton County, Georgia (the "Georgia Case"), seeking a declaratory judgment that the Company has no obligation to its former subsidiary, Aqua-Chem, Inc., now known as Cleaver-Brooks, Inc. ("Aqua-Chem"), for any past, present or future liabilities or expenses in connection with any claims or lawsuits against Aqua-Chem. Subsequent to the Company's filing but on the same day,

Aqua-Chem filed a lawsuit (*Aqua-Chem, Inc. v. The Coca-Cola Company, Civil Action No. 02CV012179*) in the Circuit Court, Civil Division of Milwaukee County, Wisconsin (the "Wisconsin Case"). In the Wisconsin Case, Aqua-Chem sought a declaratory judgment that the Company is responsible for all liabilities and expenses not covered by insurance in connection with certain of Aqua-Chem's general and product liability claims arising from occurrences prior to the Company's sale of Aqua-Chem in 1981, and a judgment for breach of contract in an amount exceeding \$9 million for costs incurred by Aqua-Chem to date in connection with such claims. The Wisconsin Case initially was stayed, pending final resolution of the Georgia Case, and later was voluntarily dismissed without prejudice by Aqua-Chem.

The Company owned Aqua-Chem from 1970 to 1981. During that time, the Company purchased over \$400 million of insurance coverage, of which approximately \$350 million is still available to cover Aqua-Chem's costs for certain product liability and other claims. The Company sold Aqua-Chem to Lyonnaise American Holding, Inc. in 1981 under the terms of a stock sale agreement. The 1981 agreement, and a subsequent 1983 settlement agreement, outlined the parties' rights and obligations concerning past and future claims and lawsuits involving Aqua-Chem. Cleaver Brooks, a division of Aqua-Chem, manufactured boilers, some of which contained asbestos gaskets. Aqua-Chem was first named as a defendant in asbestos lawsuits in or around 1985 and currently has more than 100,000 claims pending against it.

The parties agreed in 2004 to stay the Georgia Case pending the outcome of insurance coverage litigation filed by certain Aqua-Chem insurers on March 26, 2004. In the coverage action, five plaintiff insurance companies filed suit (*Century Indemnity Company, et al. v. Aqua-Chem, Inc., The Coca-Cola Company, et al., Case No. 04CV002852*) in the Circuit Court, Civil Division of Milwaukee County, Wisconsin, against the Company, Aqua-Chem and 16 insurance companies. Several of the policies that are the subject of the coverage action were issued to the Company during the period (1970 to 1981) when the Company owned Aqua-Chem. The complaint seeks a determination of the respective rights and obligations under the insurance policies issued with regard to asbestos-related claims against Aqua-Chem. The action also seeks a monetary judgment reimbursing any amounts paid by the plaintiffs in excess of their obligations. Two of the insurers, one with a \$15 million policy limit and one with a \$25 million policy limit, have asserted cross-claims against the Company, alleging that the Company and/or its insurers are responsible for Aqua-Chem's asbestos liabilities before any obligation is triggered on the part of that cross-claimant insurers to pay for those costs under their policies.

Aqua-Chem and the Company filed and obtained a partial summary judgment determination in the coverage action that the insurers for Aqua-Chem and the Company were jointly and severally liable for coverage amounts, but reserving judgment on other defenses that might apply. Aqua-Chem and the Company subsequently reached settlements with six of the insurers in the Wisconsin insurance coverage litigation, and those insurers will pay funds into an escrow account for payment of costs arising from the asbestos claims against Aqua-Chem. Aqua-Chem also has reached a settlement with an additional insurer regarding payment of that insurer's policy proceeds for Aqua-Chem's asbestos claims. Aqua-Chem and the Company continue to negotiate their claims for coverage with the remaining insurers that are parties to the Wisconsin insurance coverage case. To the extent that these negotiations do not result in settlements, the Company believes that there are substantial legal and factual arguments supporting the position that the insurance policies at issue provide coverage for the asbestos-related claims against Aqua-Chem, and both the Company and Aqua-Chem have asserted these arguments in response to the complaint. The Company also believes it has substantial legal and factual defenses to the claims of the cross-claimant insurer.

The Company is discussing with the Competition Directorate of the European Commission (the "European Commission") issues relating to parallel trade within the European Union arising out of comments received by the European Commission from third parties. The Company is fully cooperating with the European Commission and is providing information on these issues and the measures taken and to be taken to address any issues raised. The Company is unable to predict at this time with any reasonable degree of certainty what action, if any, the European Commission will take with respect to these issues.



In May and July 2005, two putative class action lawsuits (*Selbst v. The Coca-Cola Company and Douglas N. Daft and Amalgamated Bank, et al. v. The Coca-Cola Company, Douglas N. Daft, E. Neville Isdell, Steven J. Heyer and Gary P. Fayard*) alleging violations of the anti-fraud provisions of the federal securities laws were filed in the United States District Court for the Northern District of Georgia against the Company and certain current and former executive officers. These cases were subsequently consolidated, and an amended and consolidated complaint was filed in September 2005. The purported class consists of persons, except the defendants, who purchased Company stock between January 30, 2003, and September 15, 2004, and were damaged thereby. The amended and consolidated complaint alleges, among other things, that during the class period the defendants made false and misleading statements about (a) the Company's new business strategy/model, (b) the Company's execution of its new business strategy/model, (c) the state of the Company's critical bottler relationships, (d) the Company's North American business, (e) the Company's European operations, with a particular emphasis on Germany, (f) the Company's marketing and introduction of new products, particularly Coca-Cola C2, and (g) the Company's forecast for growth going forward. The plaintiffs claim that as a result of these allegedly false and misleading statements, the price of the Company stock increased dramatically during the purported class period. The amended and consolidated complaint also alleges that in September and November of 2004, the Company and E. Neville Isdell acknowledged that the Company's performance had been below expectations, that various corrective actions were needed, that the Company was lowering its forecasts, and that there would be no quick fixes. In addition, the amended and consolidated complaint alleges that the charge announced by the Company in November 2004 should have been taken early in 2003 and that, as a result, the Company's financial statements were materially misstated during 2003 and the first three quarters of 2004. The plaintiffs, on behalf of the putative class, seek compensatory damages in an amount to be proved at trial, extraordinary, equitable and/or injunctive relief as permitted by law to assure that the class has an effective remedy, award of reasonable costs and expenses, including counsel and expert fees, and such other further relief as the Court may deem just and proper. On November 21, 2005, the Company and the individual parties filed a motion to dismiss the amended and consolidated complaint. The plaintiffs filed their response to that motion on January 27, 2006. On September 29, 2006, the Court entered its order granting the Company's motion to dismiss the amended complaint in its entirety and granted the plaintiffs 20 days from its date of entry within which to seek leave to file a second amended complaint to attempt to correct deficiencies noted therein. On October 23, 2006, plaintiffs advised the court that they would not seek leave to file a second amended complaint thereby concluding this matter.

On June 30, 2005, Maryann Chapman filed a purported shareholder derivative action (*Chapman v. Isdell, et al.*) in the Superior Court of Fulton County, Georgia, alleging violations of state law by certain individual current and former members of the Board of Directors of the Company and senior management, including breaches of fiduciary duties, abuse of control, gross mismanagement, waste of corporate assets and unjust enrichment, between January 2003 and the date of filing of the complaint that have caused substantial losses to the Company and other damages, such as to its reputation and goodwill. The defendants named in the lawsuit include Neville Isdell, Douglas Daft, Gary Fayard, Ronald Allen, Cathleen Black, Warren Buffett, Herbert Allen, Barry Diller, Donald McHenry, Sam Nunn, James Robinson, Peter Ueberroth, James Williams, Donald Keough, Maria Lagomasino, Pedro Reinhard, Robert Nardelli and Susan Bennett King. The Company is also named a nominal defendant. The complaint further alleges that the September 2004 earnings warning issued by the Company resulted from factors known by the individual defendants as early as January 2003 that were not adequately disclosed to the investing public until the earnings warning. The factors cited in the complaint include (i) a flawed business strategy and a business model that was not working; (ii) a workforce so depleted by layoffs that it was unable to properly react to changing market conditions; (iii) impaired relationships with key bottlers; and (iv) the fact that the foregoing conditions would lead to diminished earnings. The plaintiff, purportedly on behalf of the Company, seeks damages in an unspecified amount, extraordinary equitable and/or injunctive relief, restitution and disgorgement of profits, reimbursement for costs and disbursements of the action, and such other and further relief as the Court deems just and proper. The Company's motion to dismiss the complaint and the plaintiff's response were filed and fully briefed. The Court heard oral argument on the

Company's motion to dismiss on June 6, 2006. Following the hearing, the Court took the matter under advisement and the parties are awaiting a ruling. The Company intends to vigorously defend its interests in this matter.

During May, June and July 2005, three similar putative class action lawsuits (*Pedraza v. The Coca-Cola Company, et al.*, *Shamrey, et al. v. The Coca-Cola Company, et al.* and *Jackson v. The Coca-Cola Company, et al.*) were filed in the United States District Court for the Northern District of Georgia by participants in the Company's Thrift & Investment Plan (the "Plan") alleging breach of fiduciary duties under the Employee Retirement Income Security Act of 1974 by the Company, certain current and former executive officers, and the Company's Benefits Committee. The purported class in each of these cases consists of the Plan and persons who were participants in or beneficiaries of the Plan between May 13, 1997 and April 18, 2005 and whose accounts included investments in Company stock. The complaints allege that, among other things, the defendants failed to exercise the required care, skill, prudence and diligence in managing the Plan and its assets; take steps to eliminate or reduce the amount of Company stock in the Plan; adequately diversify the Plan's investments in Company stock, appoint qualified administrators and properly monitor their and the Plan's performance; and disclose accurate information about the Company. The plaintiffs, on behalf of the putative class, seek, among other things, declaratory relief, damages for Plan losses and lost profits, imposition of constructive trust as a remedy for unjust enrichment, injunctive relief, costs and attorneys' fees, equitable restitution and other appropriate equitable and monetary relief. By order of the Court, an amended complaint was filed in the *Jackson* case on September 16, 2005. The amended complaint supplements the detailed allegations of the original complaint and names specific individual defendants who served on the Benefits Committee. Identical amended complaints were also filed in *Pedraza* and *Shamrey*. In each of the three cases, the plaintiff voluntarily dismissed three individual defendants. The Company filed motions to dismiss all claims in each case.

On September 29, 2006, the Court dismissed all but one claim against the Benefits Committee and its members. The Court ordered plaintiffs to replead the remaining claim against the Benefits Committee with specificity within 20 days. On November 14, 2006, the Court entered a stipulation and order to dismiss the remaining claim with prejudice thereby concluding this matter.

In February 2006, the International Brotherhood of Teamsters, a purported shareholder of CCE, filed a derivative suit (*International Brotherhood of Teamsters v. The Coca-Cola Company, et al.*) in the Delaware Court of Chancery for New Castle County naming the Company and current and former CCE board members, including certain current and former Company officers who serve or served on CCE's board, as defendants. The plaintiff alleged that the Company breached fiduciary duties owed to CCE shareholders based upon alleged control of CCE by the Company. The complaint also alleged that the Company had actual control over CCE and that the Company abused its control by maximizing its own financial condition at the expense of CCE's financial condition. Subsequently, two lawsuits virtually identical to *Teamsters* were filed in the same court: *Lang v. The Coca-Cola Company, et al.*, filed March 30, 2006, and *Gordon v. The Coca-Cola Company, et al.*, filed April 10, 2006. On April 6, 2006, the Company moved to dismiss *Teamsters* or, in the alternative, for a stay of discovery (the "Dismissal Motion"). On May 19, 2006, the Chancery Court entered an order consolidating *Teamsters*, *Lang* and *Gordon* under the caption *In re Coca-Cola Enterprises, Inc. Shareholders Litigation* and requiring the plaintiffs to file an amended consolidated complaint in the consolidated action as soon as practicable.

On September 29, 2006, plaintiffs filed their Consolidated Amended Shareholders' Derivative Complaint (the "Amended Complaint"). The Amended Complaint omits certain former Company officers from the group of individual defendants and defines the "relevant time period" for purposes of the claims as October 15, 2003, through the date of the filing. The original complaint did not identify any specific dates. The Amended Complaint also includes additional allegations about the conduct of the Company and certain of its executive officers, including new allegations about the Company's purported control over CCE and allegations of improper conduct in connection with the establishment of a warehouse delivery system to supply Powerade to a major customer. On December 7, 2006, the Company filed its motion to dismiss the amended complaint and accompanying brief. The plaintiffs' reply brief was filed on January 22, 2007.

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

In February 2006, two largely identical cases were filed against the Company and CCE, one in the Circuit Court of Jefferson County, Alabama (*Coca-Cola Bottling Company United, et al. v. The Coca-Cola Company and Coca-Cola Enterprises Inc.*), and the other in the United States District Court for the Western District of Missouri, Southern Division (*Ozarks Coca-Cola/Dr Pepper Bottling Company, et al. v. The Coca-Cola Company and Coca-Cola Enterprises Inc.*) by bottlers that collectively represented approximately 10 percent of the Company's U.S. unit case volume for 2005. The plaintiffs in these lawsuits allege, among other things, that the Company and CCE are acting in concert to establish a warehouse delivery system to supply Powerade to a major customer, which the plaintiffs contend would be detrimental to their interests as authorized distributors of this product. The plaintiffs claim that the alleged conduct constitutes breach of contract, implied covenant of good faith and fair dealing, and expressed covenant of good faith by the Company and CCE. In addition, the plaintiffs seek remedies against the Company and CCE on a promissory estoppel theory. The plaintiffs seek actual and punitive damages, interest, and costs and attorneys' fees, as well as permanent injunctive relief, in the Alabama case, and preliminary and permanent injunctive relief in the federal case. The Company and CCE filed motions to dismiss the plaintiffs' complaint in the Alabama case, and the Court scheduled a hearing on these motions for early May 2006. In the federal case, the Court granted the Company's and CCE's motion to change venue to the United States District Court for the Northern District of Georgia. Shortly thereafter, the plaintiffs in the federal case withdrew their request for preliminary injunctive relief. The Company and CCE also filed motions to dismiss the plaintiffs' complaint in the federal case.

During the third quarter of 2006, a motion by Coca-Cola Bottling Co. Consolidated ("Consolidated") to intervene in the federal case was granted, and the plaintiffs in both cases amended their pleadings to add claims challenging warehouse delivery programs for Dasani and Minute Maid juices. Also, during the fourth quarter of 2006, the parties engaged in a temporary "slow-down" of the litigation in order to explore business discussions that might lead to resolution of the issues in the case. As a result of these discussions, the parties have agreed to work together to develop and test new customer service and distribution systems to supplement their direct store delivery system. Pursuant to that agreement, as of February 13, 2007, all but five of the plaintiffs in these lawsuits have signed settlement agreements and will dismiss their lawsuits without prejudice. CCE and Consolidated have also signed agreements in which they have committed to participate in the new customer service and delivery systems as part of the settlement arrangements.

In the event settlement is not reached with the remaining plaintiffs in these lawsuits, the Company believes that it has substantial factual and legal defenses to the remaining plaintiffs' claims and intends to defend the cases vigorously.

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

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

Not applicable.

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

The following are the executive officers of our Company as of February 20, 2007:

*Ahmet Bozer*, 46, is President of the Eurasia Group. Mr. Bozer joined the Company in 1990 as a Financial Control Manager for Coca-Cola USA and held a number of other roles in the finance organization. In 1994, he joined Coca-Cola Bottlers of Turkey (now Coca-Cola Icecek A.S.), a joint venture between the Company, The

Anadolu Group and Özgörkey Companies, as Chief Financial Officer and was later named Managing Director in 1998. In 2000, Mr. Bozer was named President of the Eurasia Division of the Company. During the period 2000 until 2006, the Eurasia & Middle East Division was expanded to include 34 countries and, in 2006, he was given the additional leadership responsibility for the Russia, Ukraine and Belarus Division. He was appointed to his current position, effective January 1, 2007.

*Alexander B. Cummings*, 50, is President of the Africa Group. Mr. Cummings joined the Company in 1997 as Deputy Region Manager, Nigeria, based in Lagos, Nigeria. In 1998, he was made Managing Director/Region Manager, Nigeria. In 2000, Mr. Cummings became President of the North West Africa Division based in Morocco and in 2001 became President of the Africa Group overseeing the entire African continent. Mr. Cummings started his career in 1982 with The Pillsbury Company and held various positions within Pillsbury, the last position being Vice President of Finance for all of Pillsbury's international businesses. Mr. Cummings was appointed to his current position in March 2001.

*J. Alexander M. Douglas, Jr.*, 45, is Senior Vice President and President of the North America Group. Mr. Douglas joined the Company in January 1988 as a District Sales Manager for the Foodservice Division of Coca-Cola USA. In May 1994, he was named Vice President of Coca-Cola USA, initially assuming leadership of the CCE Sales & Marketing Group and eventually assuming leadership of the entire North American Field Sales and Marketing Groups. In January 2000, Mr. Douglas was appointed President of the North American Division within the North America operating group. He served as Senior Vice President and Chief Customer Officer of the Company from February 2003 until August 2006. Mr. Douglas was elected to his current position in August 2006.

*Gary P. Fayard*, 54, is Executive Vice President and Chief Financial Officer of the Company. Mr. Fayard joined the Company in April 1994. In July 1994, he was elected Vice President and Controller. In December 1999, he was elected Senior Vice President and Chief Financial Officer. Mr. Fayard was elected Executive Vice President of the Company in February 2003.

*Irial Finan*, 49, is Executive Vice President of the Company and President, Bottling Investments and Supply Chain. Mr. Finan joined the Coca-Cola system in 1981 with Coca-Cola Bottlers Ireland, Ltd., where for several years he held a variety of accounting positions. From 1987 until 1990, Mr. Finan served as Finance Director of Coca-Cola Bottlers Ireland, Ltd. From 1991 to 1993, he served as Managing Director of Coca-Cola Bottlers Ulster, Ltd. He was Managing Director of Coca-Cola Bottlers in Romania and Bulgaria until late 1994. From 1995 to 1999, he served as Managing Director of Molino Beverages, with responsibility for expanding markets including the Republic of Ireland, Northern Ireland, Romania, Moldova, Russia and Nigeria. Mr. Finan served from May 2001 until 2003 as Chief Executive Officer of Coca-Cola HBC. In August 2004, Mr. Finan joined the Company and was named President, Bottling Investments. He was elected Executive Vice President of the Company in October 2004.

*E. Neville Isdell*, 63, is Chairman of the Board of Directors and Chief Executive Officer of the Company. Mr. Isdell joined the Coca-Cola system in 1966 with the local bottling company in Zambia. In 1972, he became General Manager of Coca-Cola Bottling of Johannesburg, the largest Coca-Cola bottler in South Africa at the time. Mr. Isdell was named Region Manager for Australia in 1980. In 1981, he became President of Coca-Cola Bottlers Philippines, Inc., the bottling joint venture between the Company and San Miguel Corporation in the Philippines. Mr. Isdell was appointed President of the Central European Division of the Company in 1985. In January 1989, he was elected Senior Vice President of the Company and was appointed President of the Northeast Europe/Africa Group, which was renamed the Northeast Europe/Middle East Group in 1992. In 1995, Mr. Isdell was named President of the Greater Europe Group. From July 1998 to September 2000, he was Chairman and Chief Executive Officer of Coca-Cola Beverages Plc in Great Britain, where he oversaw that company's merger with Hellenic Bottling and the formation of Coca-Cola HBC, one of the Company's largest bottlers. Mr. Isdell served as Chief Executive Officer of Coca-Cola HBC from September 2000 until May 2001 and served as Vice Chairman of Coca-Cola HBC from May 2001 until December 2001. From January 2002 to

May 2004, Mr. Isdell was an international consultant to the Company. He was elected to his current positions on June 1, 2004.

*Glenn G. Jordan S.*, 50, is President of the Pacific Group. Mr. Jordan joined the Company in 1978 as a field representative for Coca-Cola de Colombia where, for several years, he held various positions, including Region Manager from 1985 to 1989. Mr. Jordan served as Marketing Operations Manager, Pacific Group from 1989 to 1990 and as Vice President of Coca-Cola International and Executive Assistant to the Pacific Group President from 1990 to 1991. Mr. Jordan served as Senior Vice President, Marketing and Operations, for the Brazil Division from 1991 to 1995, as President of the River Plate Division, which comprised Argentina, Uruguay and Paraguay from 1995 to 2000, and as President of the South Latin America Division, comprising Argentina, Bolivia, Chile, Ecuador, Paraguay, Peru and Uruguay from 2000 to 2003. In February 2003, Mr. Jordan was appointed Executive Vice President and Director of Operations for the Latin America Group and served in that capacity until February 2006. Mr. Jordan was appointed President of the East, South Asia and Pacific Rim Group in February 2006. The East, South Asia and Pacific Rim Group was reconfigured and renamed the Pacific Group, effective January 1, 2007.

*Geoffrey J. Kelly*, 62, is Senior Vice President and General Counsel of the Company. Mr. Kelly joined the Company in 1970 in Australia as manager of the Legal Department for the Australasia Area. Since then he has held a number of key roles, including Senior Counsel for the Pacific Group and subsequently for the Middle and Far East Group. In 2000, Mr. Kelly was appointed Senior Counsel for International Operations. He became Chief Deputy General Counsel in 2003 and was elected Senior Vice President in 2004. In January 2005, he assumed the role of Acting General Counsel to the Company, and in July 2005, he was elected General Counsel of the Company.

*Muhtar Kent*, 54, is President and Chief Operating Officer of the Company. Mr. Kent joined the Company in 1978 and held a variety of marketing and operations roles throughout his career with the Company. In 1985, he was appointed General Manager of Coca-Cola Turkey and Central Asia. From 1989 to 1995, Mr. Kent served as President of the East Central Europe Division and Senior Vice President of Coca-Cola International. Between 1995 and 1998, he served as Managing Director of Coca-Cola Amatil-Europe, and from 1999 until 2005, he served as President and Chief Executive Officer of Efes Beverage Group and as a board member of Coca-Cola Icecek. Mr. Kent rejoined the Company in May 2005 as President, North Asia, Eurasia and Middle East Group, was appointed President, Coca-Cola International in January 2006 and was elected Executive Vice President in February 2006. He was elected to his current positions in December 2006.

*Thomas G. Mattia*, 58, is Senior Vice President of the Company and Director of Worldwide Public Affairs and Communications. Prior to joining the Company, Mr. Mattia served since 2000 as Vice President of Global Communications at technology services leader EDS, where he was responsible for a wide range of activities from brand management and media relations to advertising and on-line marketing and communications. From 1995 to 2000, Mr. Mattia held a variety of executive positions with Ford Motor Company, including head of International Public Affairs, Vice President of Lincoln Mercury and Director of North American Public Affairs. Mr. Mattia was appointed Director of Worldwide Public Affairs and Communications effective January 20, 2006, and was elected Senior Vice President of the Company in February 2006.

*Cynthia P. McCague*, 56, is Senior Vice President of the Company and Director of Human Resources. Ms. McCague initially joined the Company in 1982, and since then has worked across the Coca-Cola business system in a variety of human resources and business roles in Europe and the United States. In 1998, she was appointed to lead the human resources function for Coca-Cola Beverages Plc in Great Britain, which in 2000 became Coca-Cola HBC, a large publicly traded Coca-Cola bottler. Ms. McCague rejoined the Company in June 2004 as Director of Human Resources. She was elected Senior Vice President in July 2004.

*Mary E. Minnick*, 47, is Executive Vice President of the Company and President, Marketing, Strategy and Innovation. Ms. Minnick joined the Company in 1983 and spent 10 years working in Fountain Sales and the Bottle/Can Division of Coca-Cola USA. In 1993, she joined Corporate Marketing. In 1996, she was appointed

Vice President and Director, Middle and Far East Marketing, and served in that capacity until 1997 when she was appointed President of the South Pacific Division. In 2000, she was named President of Coca-Cola (Japan) Company, Limited. Ms. Minnick served as President and Chief Operating Officer of the Asia-Pacific Group from January 2002 until May 2005. She was elected Executive Vice President of the Company in February 2002 and was appointed President, Marketing, Strategy and Innovation in May 2005. On January 18, 2007, the Company announced that Ms. Minnick will be leaving the Company, effective February 28, 2007.

*Dominique Reiniche*, 51, is President of the European Union Group. Ms. Reiniche joined the Company in May 2005 and was appointed to her current position at that time. Prior to joining the Company, she held a number of marketing, sales and general management positions with CCE. From May 1998 until December 2002, she served as General Manager of France for CCE, and from January 2003 until May 2005, Ms. Reiniche was President of CCE Europe. Before joining the Coca-Cola system, she was Director of Marketing and Strategy with Kraft Jacobs-Suchard.

*José Octavio Reyes*, 54, is President of the Latin America Group. He began his career with The Coca-Cola Company in 1980 at Coca-Cola de México as Manager of Strategic Planning. In 1987, he was appointed Manager of the Sprite and Diet Coke brands at Corporate Headquarters. In 1990, he was appointed Marketing Director for the Brazil Division, and later became Marketing and Operations Vice President for the Mexico Division. Mr. Reyes assumed the role of Deputy Division President for the Mexico Division in January 1996 and was named Division President for the Mexico Division in May 1996. He assumed his position as President of the Latin America Group in December 2002.

*Danny L. Strickland*, 58, is Senior Vice President and Chief Innovation/Research and Development Officer of the Company. Mr. Strickland joined the Company in April 2003 and was elected Senior Vice President in June 2003. Prior to joining the Company, Mr. Strickland served as Senior Vice President, Innovation, Technology & Quality at General Mills, Inc. from January 1997 until March 2003. There he was responsible for building a strong product pipeline, innovation culture and organization. Prior to his position with General Mills, Mr. Strickland held several research and development, innovation, engineering, quality and strategy roles in the United States and abroad with Johnson & Johnson from March 1993 until December 1996, Kraft Foods Inc. from February 1988 until March 1993, and the Procter & Gamble Company from June 1970 until February 1988.

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

**PART II**

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

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

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

	Common Stock Market Price		Dividends Declared
	High	Low	
<b>2006</b>			
<b>Fourth quarter</b>	<b>\$ 49.35</b>	<b>\$ 43.72</b>	<b>\$ 0.31</b>
<b>Third quarter</b>	<b>45.40</b>	<b>42.37</b>	<b>0.31</b>
<b>Second quarter</b>	<b>44.76</b>	<b>40.86</b>	<b>0.31</b>
<b>First quarter</b>	<b>42.99</b>	<b>39.36</b>	<b>0.31</b>
 2005			
Fourth quarter	\$ 43.60	\$ 40.31	\$ 0.28
Third quarter	44.75	41.39	0.28
Second quarter	45.26	40.74	0.28
First quarter	44.15	40.55	0.28

As of February 20, 2007, there were approximately 315,505 shareowner accounts of record.

The information under the principal heading "EQUITY COMPENSATION PLAN INFORMATION" in the Company's definitive Proxy Statement for the Annual Meeting of Shareowners to be held on April 18, 2007, to be filed with the SEC (the "Company's 2007 Proxy Statement"), is incorporated herein by reference.

During the fiscal year ended December 31, 2006, no equity securities of the Company were sold by the Company that were not registered under the Securities Act of 1933, as amended.

The following table presents information with respect to purchases of common stock of the Company made during the three months ended December 31, 2006, by the Company or any "affiliated purchaser" of the 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 Publicly Announced Plans or Programs <sup>2</sup>	Maximum Number of Shares That May Yet Be Purchased Under the Publicly Announced Plans or Programs <sup>3</sup>
September 30, 2006 through October 27, 2006	0	\$ 0.00	0	35,444,540
October 28, 2006 through November 24, 2006	6,530,640	\$ 46.91	6,530,640	293,469,360
November 25, 2006 through December 31, 2006	20,586,137	\$ 48.09	20,586,137	272,883,223
<b>Total</b>	<b>27,116,777</b>	<b>\$ 47.81</b>	<b>27,116,777</b>	

<sup>1</sup> The total number of shares purchased includes (i) shares purchased pursuant to the 1996 Plan prior to October 31, 2006 and pursuant to the 2006 Plan thereafter (the 1996 Plan and 2006 Plan are described in footnote 2 below); and (ii) 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, of which there were none for the months of October, November and December 2006.

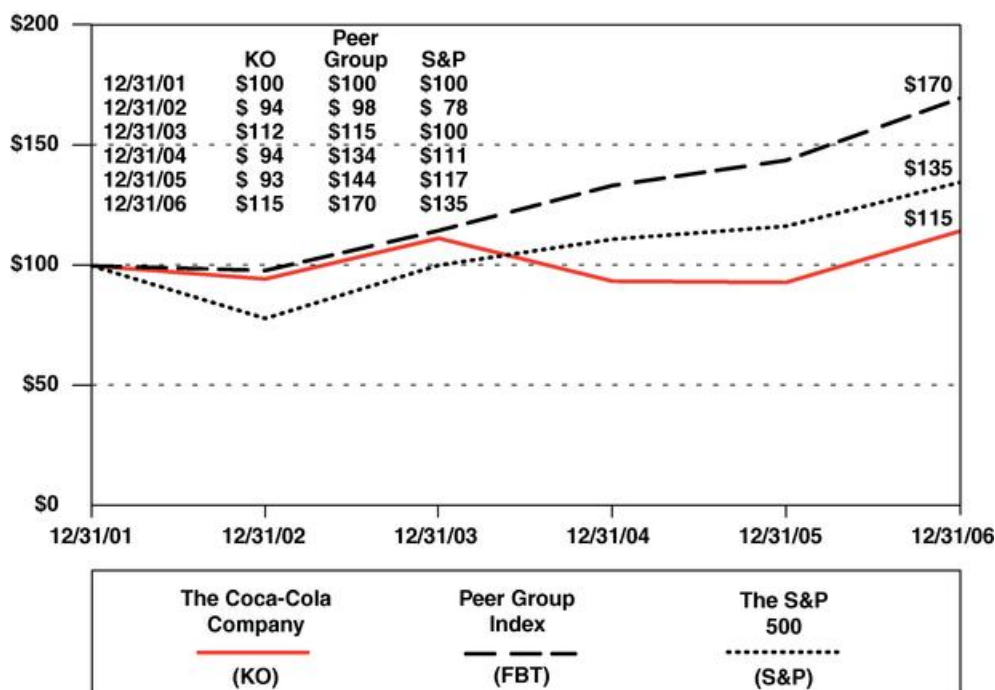
<sup>2</sup> On October 17, 1996, we publicly announced that our Board of Directors had authorized a plan (the "1996 Plan") for the Company to purchase up to 206 million shares of the Company's common stock prior to October 31, 2006. This was in addition to approximately 44 million shares authorized for purchase under a previous plan, which shares had not been purchased by the Company as of October 16, 1996, but were purchased by the Company prior to the commencement of purchases under the 1996 Plan in 1998. On July 20, 2006, the Board of Directors authorized a new share repurchase program (the "2006 Plan") of up to 300 million shares of the Company's common stock. The 2006 Plan took effect upon the expiration of the 1996 Plan. This column discloses the number of shares purchased pursuant to the 1996 Plan prior to October 31, 2006 and pursuant to the 2006 Plan thereafter.

<sup>3</sup> Shares authorized for purchase under the 1996 Plan but not purchased prior to its expiration were not carried over to the 2006 Plan.



### Performance Graph

Comparison of Five-Year Cumulative Total Return Among  
The Coca-Cola Company, the Peer Group Index and the S&P 500 Index  
Total Return  
Stock Price Plus Reinvested Dividends



The total return assumes that dividends were reinvested quarterly and is based on a \$100 investment on December 31, 2001.

The Peer Group Index is a self-constructed peer group of companies included in the Food, Beverage and Tobacco Groups of companies as published in *The Wall Street Journal*, from which the Company has been excluded.

The Peer Group Index consists of the following companies: Altria Group, Inc., Anheuser-Busch Companies, Inc., Archer-Daniels-Midland Company, Brown-Forman Corporation, Bunge Limited, Campbell Soup Company, Loews Corporation (Carolina Group tracking stock), Chiquita Brands International, Inc., Coca-Cola Enterprises Inc., ConAgra Foods, Inc., Constellation Brands, Inc., Corn Products International, Inc., Dean Foods Company, Del Monte Foods Company, Flowers Foods, Inc., General Mills, Inc., Hansen Natural Corporation, Herbalife Ltd., H.J. Heinz Company, Hormel Foods Corporation, Kellogg Company, Kraft Foods Inc., Lancaster Colony Corporation, Martek Biosciences Corporation, McCormick & Company, Incorporated, Molson Coors Brewing Company, NBTY, Inc., Nu Skin Enterprises, Inc., Nutrisystem, Inc., PepsiAmericas, Inc., PepsiCo, Inc., Ralcorp Holdings, Inc., Reynolds American Inc., Sara Lee Corporation, Smithfield Foods, Inc., The Hain Celestial Group, Inc., The Hershey Company, The J.M. Smucker Company, The Pepsi Bottling Group, Inc., Tootsie Roll Industries, Inc., TreeHouse Foods, Inc., Tyson Foods, Inc., Universal Corporation, UST Inc., Weight Watchers International, Inc. and Wm. Wrigley Jr. Company. *The Wall Street Journal* periodically changes the companies reported as a part of the Food, Beverage and Tobacco Groups of companies. This year, the Groups include Hansen Natural Corporation, Herbalife Ltd., Nu Skin Enterprises, Inc. and Nutrisystem, Inc., which were not included in the Groups last year. Dreyer's Grand Ice Cream Holdings, Inc., which was included in the Groups last year, is not included in the Groups this year.

## ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data should be read in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and consolidated financial statements and notes thereto contained in "Item 8. Financial Statements and Supplementary Data" of this report.

Year Ended December 31,	2006 <sup>1</sup>	2005 <sup>2</sup>	2004 <sup>2,3</sup>	2003	2002 <sup>4,5</sup>
(In millions except per share data)					
<b>SUMMARY OF OPERATIONS</b>					
Net operating revenues	\$ 24,088	\$ 23,104	\$ 21,742	\$ 20,857	\$ 19,394
Cost of goods sold	8,164	8,195	7,674	7,776	7,118
Gross profit	15,924	14,909	14,068	13,081	12,276
Selling, general and administrative expenses	9,431	8,739	7,890	7,287	6,818
Other operating charges	185	85	480	573	—
Operating income	6,308	6,085	5,698	5,221	5,458
Interest income	193	235	157	176	209
Interest expense	220	240	196	178	199
Equity income — net	102	680	621	406	384
Other income (loss) — net	195	(93)	(82)	(138)	(353)
Gains on issuances of stock by equity investees	—	23	24	8	—
Income before income taxes and changes in accounting principles	6,578	6,690	6,222	5,495	5,499
Income taxes	1,498	1,818	1,375	1,148	1,523
Net income before changes in accounting principles	\$ 5,080	\$ 4,872	\$ 4,847	\$ 4,347	\$ 3,976
Net income	\$ 5,080	\$ 4,872	\$ 4,847	\$ 4,347	\$ 3,050
Average shares outstanding	2,348	2,392	2,426	2,459	2,478
Average shares outstanding assuming dilution	2,350	2,393	2,429	2,462	2,483
<b>PER SHARE DATA</b>					
Net income before changes in accounting principles — basic	\$ 2.16	\$ 2.04	\$ 2.00	\$ 1.77	\$ 1.60
Net income before changes in accounting principles — diluted	2.16	2.04	2.00	1.77	1.60
Basic net income	2.16	2.04	2.00	1.77	1.23
Diluted net income	2.16	2.04	2.00	1.77	1.23
Cash dividends	1.24	1.12	1.00	0.88	0.80
Market price on December 31	48.25	40.31	41.64	50.75	43.84
<b>TOTAL MARKET VALUE OF COMMON STOCK</b>	\$ 111,857	\$ 95,504	\$ 100,325	\$ 123,908	\$ 108,328
<b>BALANCE SHEET DATA</b>					
Cash, cash equivalents and current marketable securities	\$ 2,590	\$ 4,767	\$ 6,768	\$ 3,482	\$ 2,345
Property, plant and equipment — net	6,903	5,831	6,091	6,097	5,911
Depreciation	763	752	715	667	614
Capital expenditures	1,407	899	755	812	851
Total assets	29,963	29,427	31,441	27,410	24,470
Long-term debt	1,314	1,154	1,157	2,517	2,701
Shareowners' equity	16,920	16,355	15,935	14,090	11,800
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	\$ 5,957	\$ 6,423	\$ 5,968	\$ 5,456	\$ 4,742

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

- 1 In 2006, we adopted SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)."
- 2 We adopted FSP No. 109-2, "Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004" in 2004. FSP No. 109-2 allowed the Company to record the tax expense associated with the repatriation of foreign earnings in 2005 when the previously unremitted foreign earnings were actually repatriated.
- 3 We adopted FASB Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities," effective April 2, 2004.
- 4 In 2002, we adopted SFAS No. 142, "Goodwill and Other Intangible Assets."
- 5 In 2002, we adopted the fair value method provisions of SFAS No. 123, "Accounting for Stock-Based Compensation," and we adopted SFAS No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure."

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

### Overview

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand The Coca-Cola Company, our operations and our present business environment. MD&A is provided as a supplement to—and should be read in conjunction with—our consolidated financial statements and the accompanying notes thereto contained in "Item 8. Financial Statements and Supplementary Data" of this report. This overview summarizes the MD&A, which includes the following sections:

- *Our Business* — a general description of our business and the nonalcoholic beverages segment of the commercial beverages industry; our objective; our areas of focus; and challenges and risks of our business.
- *Critical Accounting Policies and Estimates* — a discussion of accounting policies that require critical judgments and estimates.
- *Operations Review* — an analysis of our Company's consolidated results of operations for the three years presented in our consolidated financial statements. Except to the extent that differences among our operating segments are material to an understanding of our business as a whole, we present the discussion in the MD&A on a consolidated basis.
- *Liquidity, Capital Resources and Financial Position* — an analysis of cash flows; off-balance sheet arrangements and aggregate contractual obligations; foreign exchange; an overview of financial position; and the impact of inflation and changing prices.

### Our Business

#### *General*

We are the largest manufacturer, distributor and marketer of nonalcoholic beverage concentrates and syrups in the world. Along with Coca-Cola, which is recognized as the world's most valuable brand, we market four of the world's top five nonalcoholic sparkling brands, including Diet Coke, Fanta and Sprite. Our Company owns or licenses more than 400 brands, including diet and light beverages, waters, juice and juice drinks, teas, coffees, and energy and sports drinks. Through the world's largest beverage distribution system, consumers in more than 200 countries enjoy the Company's beverages at a rate exceeding 1.4 billion servings each day. Our Company generates revenues, income and cash flows by selling beverage concentrates and syrups as well as some finished beverages. We generally sell these products to bottling and canning operations, fountain wholesalers and some fountain retailers and, in the case of finished products, to distributors. Our bottlers sell our branded products to businesses and institutions including retail chains, supermarkets, restaurants, small neighborhood grocers, sports and entertainment venues, and schools and colleges. We continue to expand our marketing presence and increase our unit case volume in most developing and emerging markets. Our strong and stable system helps us to capture growth by manufacturing, distributing and marketing existing, enhanced and new innovative products to our consumers throughout the world.

We have three types of bottling relationships: bottlers in which our Company has no ownership interest, bottlers in which our Company has a noncontrolling ownership interest and bottlers in which our Company has a controlling ownership interest. We authorize our bottling partners to manufacture and package products made from our concentrates and syrups into branded finished products that they then distribute and sell. In 2006, bottling partners in which our Company has no ownership interest or a noncontrolling ownership interest produced and distributed approximately 83 percent of our worldwide unit case volume.

We make significant marketing expenditures in support of our brands, including expenditures for advertising, sponsorship fees and special promotional events. As part of our marketing activities, we, at our discretion, provide retailers and distributors with promotions and point-of-sale displays; our bottling partners with advertising support and funds designated for the purchase of cold-drink equipment; and our consumers with coupons, discounts and promotional incentives. These marketing expenditures help to enhance awareness of and increase consumer preference for our brands. We believe that greater awareness and preference promotes long-term growth in unit case volume, per capita consumption and our share of worldwide nonalcoholic beverage sales.

### ***The Nonalcoholic Beverages Segment of the Commercial Beverages Industry***

We operate in the highly competitive nonalcoholic beverages segment of the commercial beverages industry. We face strong competition from numerous other general and specialty beverage companies. We, along with other beverage companies, are affected by a number of factors, including, but not limited to, cost to manufacture and distribute products, consumer spending, economic conditions, availability and quality of water, consumer preferences, inflation, political climate, local and national laws and regulations, foreign currency exchange fluctuations, fuel prices and weather patterns.

### ***Our Objective***

Our objective is to use our formidable assets—brands, financial strength, unrivaled distribution system, global reach, and a strong commitment by our management and employees worldwide—to achieve long-term sustainable growth. Our vision for sustainable growth includes the following:

- **People:** Being a great place to work where people are inspired to be the best they can be.
- **Portfolio:** Bringing to the world a portfolio of beverage brands that anticipates and satisfies people's desires and needs.
- **Partners:** Nurturing a winning network of partners and building mutual loyalty.
- **Planet:** Being a responsible global citizen that makes a difference.
- **Profit:** Maximizing return to shareowners while being mindful of our overall responsibilities.

### ***Areas of Focus***

We intend to continue to strengthen our capabilities in consumer marketing, customer and commercial leadership, and franchise leadership to create long-term sustainable growth for our Company and the Coca-Cola system and value for our shareowners.

### ***Consumer Marketing***

Marketing investments are designed to enhance consumer awareness and increase consumer preference for our brands. This produces long-term growth in unit case volume, per capita consumption and our share of worldwide nonalcoholic beverage sales. We heighten consumer awareness of and product appeal for our brands using integrated marketing programs. Through our relationships with our bottling partners and those who sell our products in the marketplace, we create and implement marketing programs both globally and locally. In developing a strategy for a Company brand, we conduct product and packaging research, establish brand positioning, develop precise consumer communications and solicit consumer feedback. Our integrated global and local marketing programs include activities such as advertising, point-of-sale merchandising and sales promotions.

### *Customer and Commercial Leadership*

The Coca-Cola system has millions of customers around the world who sell or serve our products directly to consumers. We focus on enhancing value for our customers and providing solutions to grow their beverage businesses. Our approach includes understanding each customer's business and needs, whether that customer is a sophisticated retailer in a developed market or a kiosk owner in an emerging market. We focus on ensuring that our customers have the right product and package offerings and the right promotional tools to deliver enhanced value to themselves and the Company. We are constantly looking to build new beverage consumption occasions in our customers' outlets through unique and innovative consumer experiences, product availability and delivery systems, and beverage merchandising and displays.

### *Franchise Leadership*

We are renewing our franchise leadership to give our Company and our bottling partners the ability to grow together through shared values, aligned incentives and a sense of urgency and flexibility that supports consumers' always changing needs and tastes. The financial health and success of our bottling partners are critical components of the Company's success. We work with our bottling partners to continuously look for ways to improve system economics, and we share best practices throughout the bottling system. We also design business models for still beverages in specific markets to ensure that we appropriately share the value created by these beverages with our bottling partners. We will continue to build a supply chain network that leverages the size and scale of the Coca-Cola system to gain a competitive advantage.

### *Challenges and Risks*

Being a global company provides unique opportunities for our Company. Challenges and risks accompany those opportunities.

Our management has identified certain challenges and risks that demand the attention of the nonalcoholic beverages segment of the commercial beverages industry and our Company. Of these, four key challenges and risks are discussed below.

*Obesity and Inactive Lifestyles.* Increasing awareness among consumers, public health professionals and government agencies of the potential health problems associated with obesity and inactive lifestyles represents a significant challenge to our industry. We recognize that obesity is a complex public health problem. Our commitment to consumers begins with our broad product line, which includes a wide selection of diet and light beverages, juice and juice drinks, sports drinks and water products. Our commitment also includes adhering to responsible policies in schools and in the marketplace; supporting programs to encourage physical activity and promote nutrition education; and continuously meeting changing consumer needs through beverage innovation, choice and variety. We are committed to playing an appropriate role in helping address this issue in cooperation with governments, educators and consumers through science-based solutions and programs.

*Water Quality and Quantity.* Water quality and quantity is an issue that increasingly requires our Company's attention and collaboration with the nonalcoholic beverages segment of the commercial beverages industry, governments, nongovernmental organizations and communities where we operate. Water is the main ingredient in substantially all of our products. It is also a limited natural resource facing unprecedented challenges from overexploitation, increasing pollution and poor management. Our Company is in an excellent position to share the water-related knowledge we have developed in the communities we serve—water-resource management, water treatment, wastewater treatment systems, and models for working with communities and partners in addressing water and sanitation needs. We are actively engaged in assessing the specific water-related risks that we and many of our bottling partners face and have implemented a formal water risk management program. We are working with our global partners to develop water sustainability projects. We are actively encouraging improved water efficiency and conservation efforts throughout our system. As demand for water

continues to increase around the world, we expect commitment and continued action on our part will be crucial in the successful long-term stewardship of this critical natural resource.

*Evolving Consumer Preferences.* Consumers want more choices. We are impacted by shifting consumer demographics and needs, on-the-go lifestyles, aging populations in developed markets and consumers who are empowered with more information than ever. We are committed to generating new avenues for growth through our core brands with a focus on diet and light products. We are also committed to continuing to expand the variety of choices we provide to consumers to meet their needs, desires and lifestyle choices.

*Increased Competition and Capabilities in the Marketplace.* Our Company is facing strong competition from some well-established global companies and many local players. We must continue to selectively expand into other profitable segments of the nonalcoholic beverages segment of the commercial beverages industry and strengthen our capabilities in marketing and innovation in order to maintain our brand loyalty and market share.

All four of these challenges and risks—obesity and inactive lifestyles, water quality and quantity, evolving consumer preferences and increased competition and capabilities in the marketplace—have the potential to have a material adverse effect on the nonalcoholic beverages segment of the commercial beverages industry and on our Company; however, we believe our Company is well positioned to appropriately address these challenges and risks.

See also "Item 1A. Risk Factors" in Part I of this report for additional information about risks and uncertainties facing our Company.

### **Critical Accounting Policies and Estimates**

Our consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States, which require management to make estimates, judgments and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We believe that our most critical accounting policies and estimates relate to the following:

- Basis of Presentation and Consolidation
- Recoverability of Noncurrent Assets
- Revenue Recognition
- Income Taxes
- Contingencies

Management has discussed the development, selection and disclosure of critical accounting policies and estimates with the Audit Committee of the Company's Board of Directors. While our estimates and assumptions are based on our knowledge of current events and actions we may undertake in the future, actual results may ultimately differ from these estimates and assumptions. For a discussion of the Company's significant accounting policies, refer to Note 1 of Notes to Consolidated Financial Statements.

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

In December 2003, the Financial Accounting Standards Board ("FASB") issued Interpretation No. 46(R). We adopted Interpretation No. 46(R) effective April 2, 2004. Refer to Note 1 of Notes to Consolidated Financial Statements.

Our Company consolidates all entities that we control by ownership of a majority voting interest as well as variable interest entities for which our Company is the primary beneficiary. Our judgment in determining if we are the primary beneficiary of the variable interest entities includes assessing our Company's level of involvement in setting up the entity, determining if the activities of the entity are substantially conducted on

behalf of our Company, determining whether the Company provides more than half of the subordinated financial support to the entity, and determining if we absorb the majority of the entity's expected losses or returns.

We use the equity method to account for investments for which we have the ability to exercise significant influence over operating and financial policies. Our consolidated net income includes our Company's share of the net earnings of these companies. Our judgment regarding the level of influence over each equity method investment includes considering key factors such as our ownership interest, representation on the board of directors, participation in policy-making decisions and material intercompany transactions.

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

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

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

Management's assessments of the recoverability of noncurrent assets involve critical accounting estimates. These assessments reflect management's best assumptions, which, when appropriate, are consistent with the assumptions that we believe hypothetical marketplace participants would use. Factors that management must estimate when performing recoverability and impairment tests include, among others, sales volume, prices, inflation, cost of capital, marketing spending, foreign currency exchange rates, tax rates and capital spending. These factors are often interdependent and therefore do not change in isolation. These factors include inherent uncertainties, and significant management judgment is involved in estimating their impact. However, when appropriate, the assumptions we use for financial reporting purposes are consistent with those we use in our internal planning and we believe are consistent with those that a hypothetical marketplace participant would use. Management periodically evaluates and updates the estimates based on the conditions that influence these factors. The variability of these factors depends on a number of conditions, including uncertainty about future events, and thus our accounting estimates may change from period to period. If other assumptions and estimates had been used in the current period, the balances for noncurrent assets could have been materially impacted. Furthermore, if management uses different assumptions or if different conditions occur in future periods, future operating results could be materially impacted.

Our Company faces many uncertainties and risks related to various economic, political and regulatory environments in the countries in which we operate. Refer to the heading "Our Business—Challenges and Risks," above, and "Item 1A. Risk Factors" in Part I of this report. As a result, management must make numerous assumptions which involve a significant amount of judgment when determining the recoverability of noncurrent assets in various regions around the world.

For the noncurrent assets listed in the table below, we perform tests of impairment as appropriate. For applicable assets, we perform these tests when certain conditions exist that indicate the carrying value may not

be recoverable. For other applicable assets, we perform these tests at least annually or more frequently if events or circumstances indicate that an asset may be impaired:

December 31, 2006	Carrying Value	Percentage of Total Assets
(In millions except percentages)		
Tested for impairment when conditions exist that indicate carrying value may be impaired:		
Equity method investments	\$ 6,310	21%
Cost method investments, principally bottling companies	473	2
Other assets	2,701	9
Property, plant and equipment, net	6,903	23
Amortized intangible assets, net (various, principally trademarks)	198	0
<b>Total</b>	<b>\$ 16,585</b>	<b>55%</b>
Tested for impairment at least annually or when events indicate that an asset may be impaired:		
Trademarks with indefinite lives	\$ 2,045	7%
Goodwill	1,403	5
Bottlers' franchise rights	1,359	5
Other intangible assets not subject to amortization	130	0
<b>Total</b>	<b>\$ 4,937</b>	<b>17%</b>

Many of the noncurrent assets listed above are located in markets that we consider to be developing or to have changing political environments. These markets include, but are not limited to, the Middle East and Egypt, where political and civil unrest continues; the Philippines, where affordability and availability of beverages in the marketplace continue to impact operating results; India, where affordability issues remain; and certain markets in Latin America, Asia and Africa, where local economic and political conditions are unstable. We have bottling assets and investments in many of these markets. The table below reflects the Company's carrying value of noncurrent assets in these markets.

December 31, 2006	Carrying Value	Percentage of Applicable Line Item Above
(In millions except percentages)		
Tested for impairment when conditions exist that indicate carrying value may be impaired:		
Equity method investments	\$ 533	8%
Cost method investments, principally bottling companies	123	26
Other assets	83	3
Property, plant and equipment, net	2,150	31
Amortized intangible assets, net (various, principally trademarks)	11	6
<b>Total</b>	<b>\$ 2,900</b>	<b>17</b>
Tested for impairment at least annually or when events indicate that an asset may be impaired:		
Trademarks with indefinite lives	\$ 394	19%
Goodwill	—	0
Bottlers' franchise rights	52	4
Other intangible assets not subject to amortization	23	18
<b>Total</b>	<b>\$ 469</b>	<b>9</b>



### Equity Method and Cost Method Investments

We review our equity and cost method investments in every 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 the carrying value of the related investment. We also perform this evaluation every reporting period for each investment for which the carrying value has exceeded the fair value in the prior period. 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 external appraisals, as appropriate. We consider the assumptions that we believe hypothetical marketplace participants would use in evaluating estimated future cash flows when employing the discounted cash flow or estimate of sales proceeds valuation methodologies. The ability to accurately predict future cash flows, especially in developing and unstable markets, may impact the determination of fair value.

In the event a decline in fair value of an investment occurs, management may be required to determine if the decline in fair value is other than temporary. Management's assessment as to the nature of a decline in fair value is based on the valuation methodologies discussed above, our ability and intent to hold the investment, and whether evidence indicating the cost of the investment is recoverable within a reasonable period of time outweighs evidence to the contrary. We consider most of our equity method investees to be strategic long-term investments. If the fair value of an investment is less than its carrying value and the decline in value is considered to be other than temporary, a write-down is recorded. Management's assessments of fair value represent our best estimates as of the time of the impairment review and are consistent with the assumptions that we believe hypothetical marketplace participants would use. If different assessments were made, this could have a material impact on our consolidated financial statements.

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

December 31, 2006	Fair Value	Carrying Value	Difference
Coca-Cola Enterprises Inc.	\$ 3,450	\$ 1,312 <sup>1</sup>	\$ 2,138
Coca-Cola Hellenic Bottling Company S.A.	2,247	1,251	996
Coca-Cola FEMSA, S.A.B. de C.V.	2,172	835	1,337
Coca-Cola Amatil Limited	1,456	817	639
Coca-Cola Icecek A.S.	372	110	262
Grupo Continental, S.A.	327	165	162
Coca-Cola Embonor S.A.	228	189	39
Coca-Cola Bottling Company Consolidated	170	68	102
Embotelladoras Polar S.A.	93	59	34
	\$ 10,515	\$ 4,806	\$ 5,709

<sup>1</sup> In 2006, our carrying value of CCE was reduced by our proportionate share of an impairment charge recorded by CCE. Refer to Note 3 of Notes to 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 to fund future marketing activities intended to generate profitable volume and expenses such payments over the periods benefited. Advance payments are also made to certain customers for distribution rights. Payments under these programs are generally capitalized and reported as other assets in our consolidated

balance sheets. Management evaluates the recoverability of the carrying value of these assets when facts and circumstances indicate that the carrying value of these assets may not be recoverable by preparing estimates of sales volume and the resulting gross profit and cash flows. If the carrying value of these assets is assessed to be recoverable, it is amortized over the periods benefited. If the carrying value of these assets is considered to be not recoverable, an impairment is recognized, resulting in a write-down of assets.

#### *Property, Plant and Equipment*

Certain events or changes in circumstances may indicate that the recoverability of the carrying amount of property, plant and equipment should be assessed. Such events or changes may include a significant decrease in market value, a significant change in the business climate in a particular market, or a current-period operating or cash flow loss combined with historical losses or projected future losses. If an event occurs or changes in circumstances are present, we estimate the future cash flows expected to result from the use of the asset and its eventual disposition. If the sum of the expected future cash flows (undiscounted and without interest charges) is less than the carrying amount, we recognize an impairment loss. The impairment loss recognized is the amount by which the carrying amount exceeds the fair value.

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

Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets," classifies intangible assets into three categories: (1) intangible assets with definite lives subject to amortization; (2) intangible assets with indefinite lives not subject to amortization; and (3) goodwill. For intangible assets with definite lives, tests for impairment must be performed if conditions exist that indicate the carrying value may not be recoverable. For intangible assets with indefinite lives and goodwill, tests for impairment must be performed at least annually or more frequently if events or circumstances indicate that assets might be impaired. Our equity method investees also perform such tests for impairment for intangible assets and/or goodwill. If an impairment charge was recorded by one of our equity method investees, the Company would record its proportionate share of such charge.

In 2006, our Company recorded a charge of approximately \$602 million in the line item equity income—net resulting from the impact of our proportionate share of an impairment charge recorded by CCE, which impacted Bottling Investments. Refer to the heading "Operations Review—Equity Income—Net" and Note 3 of Notes to Consolidated Financial Statements.

Our trademarks and other intangible assets determined to have definite lives are amortized over their useful lives. In accordance with SFAS No. 142, if conditions exist that indicate the carrying value may not be recoverable, we review such trademarks and other intangible assets with definite lives for impairment to ensure they are appropriately valued. Such conditions may include an economic downturn in a market or a change in the assessment of future operations. Trademarks and other intangible assets determined to have indefinite useful lives are not amortized. We test such trademarks and other intangible assets with indefinite useful lives for impairment annually, or more frequently if events or circumstances indicate that assets might be impaired. Goodwill is not amortized. We also perform tests for impairment of goodwill annually, or more frequently if events or circumstances indicate it might be impaired. All goodwill is assigned to reporting units, which are one level below our operating segments. Goodwill is assigned to the reporting unit that benefits from the synergies arising from each business combination. We perform our impairment tests of goodwill at our reporting unit level. Impairment tests for goodwill include comparing the fair value of the respective reporting unit with its carrying value, including goodwill. We use a variety of methodologies in conducting these impairment assessments, including cash flow analyses that, when appropriate, are consistent with the assumptions we believe hypothetical marketplace participants would use, estimates of sales proceeds and independent appraisals. Where applicable, we use an appropriate discount rate based on the Company's cost of capital rate or location-specific economic factors.

In 2006, our Company recorded impairment charges of approximately \$41 million primarily related to trademarks for beverages sold in the Philippines and Indonesia. The Philippines and Indonesia are components of East, South Asia and Pacific Rim. The amount of these impairment charges was determined by comparing the fair values of the intangible assets to their respective carrying values. The fair values were determined using discounted cash flow analyses. Because the fair values were less than the carrying values of the assets, we recorded impairment charges to reduce the carrying values of the assets to their respective fair values. These impairment charges were recorded in the line item other operating charges in the consolidated statement of income.

In December 2006, the Company entered into a purchase agreement with San Miguel Corporation and two of its subsidiaries (collectively, "SMC") to acquire all of the shares of capital stock of Coca-Cola Bottlers Philippines, Inc. ("CCBPI") held by SMC, representing 65 percent of all the issued and outstanding capital stock of CCBPI. CCBPI is the Company's authorized bottler in the Philippines. The transaction is subject to certain conditions. Upon the closing of this transaction, the Company will own 100 percent of the issued and outstanding capital stock of CCBPI. Management will continue to monitor the Philippines and conduct impairment reviews as required.

In 2005, our Company recorded impairment charges of approximately \$84 million related to intangible assets. These intangible assets related to trademarks for beverages sold in the Philippines. The carrying value of our trademarks in the Philippines, prior to the recording of the impairment charges in 2005, was approximately \$268 million. The impairments were the result of our revised outlook for the Philippines, which had been unfavorably impacted by declines in volume and income before income taxes resulting from the continued lack of an affordable package offering and the continued limited availability of these trademark beverages in the marketplace. We determined the amounts of the impairment charges by comparing the fair values of the intangible assets to their then carrying values. Fair values were derived using discounted cash flow analyses with a number of scenarios that were weighted based on the probability of different outcomes. Because the fair values were less than the carrying values of the assets, we recorded impairment charges to reduce the carrying values of the assets to fair values. In addition, in 2005, we recorded an impairment charge of approximately \$4 million in the line item equity income—net related to our proportionate share of a write-down of intangible assets recorded by our equity method investee bottler in the Philippines.

In 2004, our Company recorded impairment charges related to intangible assets of approximately \$374 million, primarily related to franchise rights at CCEAG. CCEAG is a component of Bottling Investments. The CCEAG impairment charges were the result of our revised outlook for the German market, which was unfavorably impacted by volume declines resulting from market shifts related to the deposit law on nonrefillable beverage packages and the corresponding lack of availability of our products in the discount retail channel. The deposit law in Germany had led to discount chains creating proprietary nonrefillable packages that could only be returned to their own stores. We determined the amount of the impairment by comparing the fair value of the intangible assets to its then carrying value. Fair values were derived using discounted cash flow analyses with a number of scenarios that were weighted based on the probability of different outcomes. Because the fair value was less than the carrying value of the assets, we recorded an impairment charge to reduce the carrying value of the assets to fair value. These impairment charges were recorded in the line item other operating charges in our consolidated statement of income for 2004. At the end of 2004, the German government passed an amendment to the mandatory deposit legislation that requires retailers, including discount chains, to accept returns of each type of nonrefillable beverage package they sell, regardless of where the beverage package type was purchased. In addition, the mandatory deposit requirement was expanded to other beverage categories.

In August 2006, the Company announced that it had reached an agreement in principle with its independent bottlers in Germany regarding the creation of a single bottler. A non-binding letter of intent was signed containing the financial framework and the key conditions under which CCEAG and the seven independent bottlers will become one bottler. We currently expect that this consolidation will occur in 2007. The Company will be the majority owner of the consolidated bottling operation in Germany. The Company has

considered and will continue to consider the effect of these future structural changes on the recoverability of noncurrent assets and investments in bottling operations in Germany.

### ***Revenue Recognition***

We recognize revenue when persuasive evidence of an arrangement exists, delivery of products has occurred, the sales price is fixed or determinable, and collectibility is reasonably assured. For our Company, this generally means that we recognize revenue when title to our products is transferred to our bottling partners, resellers or other customers. In particular, title usually transfers upon shipment to or receipt at our customers' locations, as determined by the specific sales terms of each transaction.

In addition, our customers can earn certain incentives, which are included in deductions from revenue, a component of net operating revenues in the consolidated statements of income. These incentives include, but are not limited to, cash discounts, funds for promotional and marketing activities, volume-based incentive programs and support for infrastructure programs. Refer to Note 1 of Notes to Consolidated Financial Statements. The aggregate deductions from revenue recorded by the Company in relation to these programs, including amortization expense on infrastructure programs, was approximately \$3.8 billion, \$3.7 billion and \$3.6 billion for the years ended December 31, 2006, 2005 and 2004, respectively.

### ***Income Taxes***

In July 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("Interpretation No. 48"). Interpretation No. 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109, "Accounting for Income Taxes." Interpretation No. 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Interpretation No. 48 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. For our Company, Interpretation No. 48 was effective beginning January 1, 2007, and the cumulative effect adjustment will be recorded in the first quarter of 2007. We believe that the adoption of Interpretation No. 48 will not have a material impact on our consolidated financial statements.

Our annual tax rate is based on our income, statutory tax rates and tax planning opportunities available to us in the various jurisdictions in which we operate. Significant judgment is required in determining our annual tax expense and in evaluating our tax positions. We establish reserves at the time we determine it is probable we will be liable to pay additional taxes related to certain matters. We adjust these reserves, including any impact on the related interest and penalties, in light of changing facts and circumstances, such as the progress of a tax audit.

A number of years may elapse before a particular matter for which we have established a reserve is audited and finally resolved. The number of years with open tax audits varies depending on the tax jurisdiction. While it is often difficult to predict the final outcome or the timing of resolution of any particular tax matter, we record a reserve when we determine the likelihood of loss is probable. Such liabilities are recorded in the line item accrued income taxes in the Company's consolidated balance sheets. Settlement of any particular issue would usually require the use of cash. Favorable resolutions of tax matters for which we have previously established reserves are recognized as a reduction to our income tax expense when the amounts involved become known.

Tax law requires items to be included in the tax return at different times than when these items are reflected in the consolidated financial statements. As a result, the annual tax rate reflected in our consolidated financial statements is different than that reported in our tax return (our cash tax rate). Some of these differences are permanent, such as expenses that are not deductible in our tax return, and some differences reverse over time, such as depreciation expense. These timing differences create deferred tax assets and liabilities. Deferred tax assets and liabilities are determined based on temporary differences between the financial reporting and tax

bases of assets and liabilities. The tax rates used to determine deferred tax assets or liabilities are the enacted tax rates in effect for the year in which the differences are expected to reverse. Based on the evaluation of all available information, the Company recognizes future tax benefits, such as net operating loss carryforwards, to the extent that realizing these benefits is considered more likely than not.

We evaluate our ability to realize the tax benefits associated with deferred tax assets by analyzing our forecasted taxable income using both historical and projected future operating results, the reversal of existing temporary differences, taxable income in prior carryback years (if permitted) and the availability of tax planning strategies. A valuation allowance is required to be established unless management determines that it is more likely than not that the Company will ultimately realize the tax benefit associated with a deferred tax asset.

Additionally, undistributed earnings of a subsidiary are accounted for as a temporary difference, except that deferred tax liabilities are not recorded for undistributed earnings of a foreign subsidiary that are deemed to be indefinitely reinvested in the foreign jurisdiction. The Company has formulated a specific plan for reinvestment of undistributed earnings of its foreign subsidiaries which demonstrates that such earnings will be indefinitely reinvested in the applicable tax jurisdictions. Should we change our plans, we would be required to record a significant amount of deferred tax liabilities.

The American Jobs Creation Act of 2004 (the "Jobs Creation Act") was enacted in October 2004. Among other things, it provided a one-time benefit related to foreign tax credits generated by equity investments in prior years. In 2004, the Company recorded an income tax benefit of approximately \$50 million as a result of this new law. The Jobs Creation Act also included a temporary incentive for U.S. multinationals to repatriate foreign earnings at an approximate 5.25 percent effective tax rate. During 2005, the Company repatriated approximately \$6.1 billion in previously unremitted foreign earnings, with an associated tax liability of approximately \$315 million. The reinvestment requirements of this repatriation are expected to be fulfilled by 2008 and are not expected to require any material change in the nature, amount or timing of future expenditures from what was otherwise expected. Refer to Note 1 and Note 17 of Notes to Consolidated Financial Statements.

The Company's effective tax rate is expected to be approximately 23 percent in 2007. This estimated tax rate does not reflect the impact of any unusual or special items that may affect our tax rate in 2007.

### ***Contingencies***

Our Company is subject to various claims and contingencies, mostly related to legal proceedings. Due to their nature, such legal proceedings involve inherent uncertainties including, but not limited to, court rulings, negotiations between affected parties and governmental actions. Management assesses the probability of loss for such contingencies and accrues a liability and/or discloses the relevant circumstances, as appropriate. Management believes that any liability to the Company that may arise as a result of currently pending legal proceedings or other contingencies will not have a material adverse effect on the financial condition of the Company taken as a whole. Refer to Note 13 of Notes to Consolidated Financial Statements.

### ***Recent Accounting Standards and Pronouncements***

Refer to Note 1 of Notes to Consolidated Financial Statements for a discussion of recent accounting standards and pronouncements.

### **Operations Review**

We manufacture, distribute and market nonalcoholic beverage concentrates and syrups. We also manufacture, distribute and market some finished beverages. Our organizational structure as of December 31, 2006 consisted of the following operating segments, the first seven of which are sometimes referred to as "operating groups" or "groups": Africa; East, South Asia and Pacific Rim; European Union; Latin America; North America; North Asia, Eurasia and Middle East; Bottling Investments; and Corporate. For further information regarding our operating segments, including a discussion of changes made to our operating segments during 2006, refer to Note 20 of Notes to Consolidated Financial Statements.

## Volume

We measure our sales volume in two ways: (1) unit cases of finished products and (2) gallons. A "unit case" is a unit of measurement equal to 192 U.S. fluid ounces of finished beverage (24 eight-ounce servings). Unit case volume represents the number of unit cases of Company beverage products directly or indirectly sold by the Company and its bottling partners ("Coca-Cola system") to consumers. 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 it derives income. Such products licensed to, or distributed by, our Company or owned by Coca-Cola system bottlers account for a minimal portion of total unit case volume. In addition, unit case volume includes sales by joint ventures in which the Company is a partner. Unit case volume is derived based on estimates supplied by our bottling partners and distributors. A "gallon" is a unit of measurement for concentrates, syrups, beverage bases, finished beverages and powders (in all cases expressed in equivalent gallons of syrup) sold by the Company to its bottling partners or other customers. Most of our revenues are based on gallon sales, a primarily wholesale activity, as discussed under "Item 1. Business" in Part I of this report and the heading "Net Operating Revenues," below. Unit case volume and gallon sales growth rates are not necessarily equal during any given period. Items such as seasonality, bottlers' inventory practices, supply point changes, timing of price increases and new product introductions and changes in product mix can impact unit case volume and gallon sales and can create differences between unit case volume and gallon sales growth rates.

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

Year Ended December 31,	Percentage Change			
	2006 vs. 2005		2005 vs. 2004	
	Unit Cases <sup>1,2</sup>	Gallons	Unit Cases <sup>1,2</sup>	Gallons
Worldwide	4%	4%	4%	3%
International	6	5	5	4
Africa	4	3	6	7
East, South Asia and Pacific Rim	(5)	(4)	(4)	(6)
European Union	6	4	—	—
Latin America	7	7	6	6
North America	—	—	2	1
North Asia, Eurasia and Middle East	11	7	15	10
Bottling Investments	16	N/A	6	N/A

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

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

### Unit Case Volume

Although most of our Company's revenues are not based directly on unit case volume, we believe unit case volume is one of the measures of the underlying strength of the Coca-Cola system because it measures our product trends at the consumer level. The Coca-Cola system sold approximately 21.4 billion unit cases of our products in 2006, approximately 20.6 billion unit cases in 2005, and approximately 19.8 billion unit cases in 2004.

In Africa, unit case volume increased 4 percent in 2006 compared to 2005, reflecting growth across the majority of divisions, which was partially offset by a slight decline in Nigeria primarily related to affordability issues and competitive and economic pressure. The unit case volume increase in Africa was also partially offset

by an industrywide temporary shortage in the supply of carbon dioxide in South Africa in the fourth quarter of 2006.

Unit case volume in East, South Asia and Pacific Rim decreased 5 percent in 2006 versus 2005, primarily due to a double-digit decline in the Philippines, which was mainly driven by the continued impact of affordability and availability issues. In December 2006, the Company and SMC entered into an agreement for the Company to acquire, subject to the fulfillment of certain conditions, the 65 percent ownership interest in CCBPI held by SMC. Upon the closing of the acquisition, the Company will own 100 percent of the issued and outstanding capital stock of CCBPI. The transaction is expected to close during the first quarter of 2007. The Company expects performance in the Philippines to remain weak during 2007. Performance in this operating segment was also impacted by a 5 percent decline in India primarily due to price increases in the second half of 2005 and steps taken to drive revenue growth and improve operating and working capital efficiency. The results in India reflected high single-digit declines in sparkling beverages which was partially offset by growth in still beverages. Continued investment in marketing initiatives around the quality and safety of our products and focus on execution in the consolidated bottling operations delivered positive results during the second half of 2006, despite the renewed unfounded allegations of unsafe pesticide levels in the Company's products.

Unit case volume in the European Union increased 6 percent in 2006 compared to 2005, primarily due to solid growth across all divisions driven by successful marketing campaigns, launches of Coca-Cola Zero in nine countries and favorable weather in the second half of 2006. In addition, the acquisition of Apollinaris GmbH, a German premium source water brand ("Apollinaris"), and the joint acquisition of Fonti del Vulture S.r.l., also known as Traficante, an Italian mineral water company, with Coca-Cola HBC during 2006 contributed approximately 2 percentage points of unit case volume growth in 2006. Unit case volume in Germany increased 5 percent in 2006 versus 2005, and reflected strong growth of Trademark Coca-Cola in 2006 compared to 2005. The results were driven by improved marketplace execution capabilities, the launch of Coca-Cola Zero in July 2006, increased availability in the discounter channel and generally favorable weather. As mentioned above, the acquisition of Apollinaris also contributed to unit case volume growth in Germany. The Company expects stabilizing trends in Germany to continue during 2007. Unit case volume in Northwest Europe increased 3 percent in 2006 versus 2005 as performance stabilized. The results reflected 3 percent unit case volume growth in sparkling beverages, led by growth of Trademark Coca-Cola, and solid growth in still beverages. In addition, the successful launch of Coca-Cola Zero in Great Britain at the end of June 2006 and generally favorable weather during the second half of the year contributed to the performance. Unit case volume in Iberia increased 6 percent in 2006 versus 2005, led by strong growth in Spain.

In Latin America, unit case volume increased 7 percent in 2006 versus 2005, primarily due to growth in sparkling beverages led by growth of Trademark Coca-Cola. This performance was seen in all key markets, especially Brazil, Mexico and Argentina. In Mexico, the increase in unit case volume was driven by strong growth in Trademark Coca-Cola. In Brazil, strong marketing and bottler execution led to unit case volume growth in sparkling beverages. In Argentina, consumer marketing activities and bottler execution drove unit case volume growth. Additionally, in December 2006, the Company and Coca-Cola FEMSA entered into an agreement to jointly acquire Jugos del Valle, S.A.B. de C.V., the second largest producer of packaged juices, nectars and fruit-flavored beverages in Mexico and the largest producer of such products in Brazil.

Unit case volume in North America was even in 2006 versus 2005. Foodservice and Hospitality unit case volume increased 1 percent in 2006, reflecting growth in all key beverage categories. Unit case volume in Retail decreased 1 percent primarily driven by weak sparkling beverage trends in the second half of 2006, declines in the warehouse-delivered water business resulting from the strategic decision to refocus resources behind the more profitable Dasani business and declines in the warehouse-delivered juice business as a result of price increases to cover higher ingredient costs. These declines in Retail were partially offset by the continued success of Dasani, Coca-Cola Zero and Powerade, as well as the introduction of Black Cherry Vanilla Coca-Cola and the national rollout of Vault. In February 2007, our Company entered into an agreement to purchase Fuze

Beverage, LLC, maker of Fuze enhanced juices, teas, waters and energy drinks. The Company expects performance in North America to be weak during 2007.

In North Asia, Eurasia and Middle East, unit case volume grew 11 percent in 2006 compared to 2005, led by double-digit growth in China, Russia and Turkey, partially offset by a 3 percent decline in Japan. The increase in unit case volume in China was led by significant growth in both sparkling and still beverages. The unit case volume growth in Russia and Turkey was the result of improving macroeconomic trends, strong bottler execution and successful marketing programs. Unit case volume in Russia also benefited from the full-year impact of the joint acquisition of Multon, compared to a partial year in 2005. The Company and Coca-Cola HBC jointly acquired Multon, a Russian juice company, in April 2005. The decrease in unit case volume in Japan was primarily due to weakness across core brands including Trademark Coca-Cola, Georgia Coffee and our green tea brands. However, results in Japan gradually improved during 2006 and position Japan for growth in 2007.

Unit case volume for Bottling Investments increased 16 percent in 2006 versus 2005, primarily due to the acquisition of Kerry Beverages Limited, which was subsequently renamed Coca-Cola China Industries Limited ("CCCL"), and the acquisitions of TJC Holdings (Pty) Ltd., a South African bottling company ("TJC"), and Apollinaris. The Company intends to sell a portion of its investment in TJC to Black Economic Empowerment entities at a future date. Unit case volume for Bottling Investments also increased due to the consolidation of Brucephil, Inc. ("Brucephil"), the parent company of The Philadelphia Coca-Cola Bottling Company. In the third quarter of 2006, our Company signed agreements with J. Bruce Llewellyn and Brucephil for the potential purchase of the remaining shares of Brucephil not currently owned by the Company. The agreements provide for the Company's purchase of the shares upon the election of Mr. Llewellyn or the election of the Company. Based on the terms of these agreements, the Company concluded that it must consolidate Brucephil under Interpretation No. 46(R). Brucephil's financial statements were consolidated effective September 29, 2006. The acquisition of the German bottling company Bremer Erfrischungsgetraenke GmbH ("Bremer") during the third quarter of 2005 also contributed to unit case volume increases in 2006, reflecting the impact of full-year unit case volume in 2006 for Bremer compared to a partial year in 2005. The unit case volume increase was partially offset by a decline in India.

In Africa, unit case volume increased 6 percent in 2005 compared to 2004. This increase was driven by growth in core sparkling beverages as well as still beverages across all divisions in this operating segment.

In East, South Asia and Pacific Rim, unit case volume decreased 4 percent in 2005 compared to 2004, primarily due to declines in India and the Philippines. The decline in India was related to the impact of price increases to cover rising raw material and distribution costs and the lingering effects of the 2003 pesticide allegations. The decline in the Philippines was primarily related to affordability and availability issues.

Unit case volume in the European Union was even in 2005 versus 2004, primarily due to strong growth in Spain and Central Europe partially offset by declines primarily in Germany and Northwest Europe. Unit case volume in Germany declined 2 percent in 2005 due to the continued impact of the mandatory deposit legislation on the availability of nonrefillable packages and the corresponding limited availability of our products in the discount retail channel, along with overall industry weakness. In the second half of 2005, the Company achieved availability of a limited range of its products in most discounters. Results in Germany stabilized in the second half of 2005. Unit case volume in Northwest Europe declined 3 percent in 2005, primarily due to the soft economic environment and declines in sparkling beverages, which was associated with a decrease in competitors' prices at retailers, and the discount channel becoming a larger part of the retail market, together with a shift in consumer preferences away from regular sparkling beverages driven by health and wellness trends and the associated public opinion, media and government attention.

Unit case volume for Latin America increased 6 percent in 2005 versus 2004, reflecting strong growth in Brazil, Argentina and Mexico, primarily due to growth in sparkling beverages. The increase in Brazil and Mexico was primarily due to strong marketing, execution and package innovation.



In North America, unit case volume in Retail increased 2 percent in 2005 versus 2004, reflecting improved performance in the bottler-delivered business primarily related to Dasani, Coca-Cola Zero and still beverages, along with growth in the warehouse juice and warehouse water operations. Foodservice and Hospitality had a 1 percent increase in 2005 compared to 2004, reflecting improved trends in restaurant traffic and the impact of a new customer conversion partially offset by the impact of higher fuel costs and Hurricane Katrina on consumer restaurant spending.

In North Asia, Eurasia and Middle East, unit case volume grew 15 percent in 2005 versus 2004, led by 22 percent growth in China, 2 percent growth in Japan, 54 percent growth in Russia and 14 percent growth in Turkey. The increase in unit case volume in China was led by significant growth in both sparkling and still beverages. Japan's growth was primarily due to new product introductions. The unit case volume growth in Turkey was largely due to improving macroeconomic trends, strong bottler execution and successful marketing programs. The unit case volume growth in Russia was the result of the joint acquisition of Multon as well as improving macroeconomic trends, strong bottler execution and successful marketing programs.

Unit case volume for Bottling Investments increased 6 percent in 2005 versus 2004, primarily related to the acquisitions and full-year impact of consolidation of certain bottling operations under Interpretation No. 46(R). The unit case volume increase in 2005 was partially offset by a decline in India bottling operations and dispositions of certain bottling operations.

#### *Gallon Sales*

Company-wide gallon sales and unit case volume both grew 4 percent in 2006 when compared to 2005. In Africa, the gallon sales increase was lower than the unit case volume increase mostly due to planned inventory reductions in Nigeria. In East, South Asia and Pacific Rim, the gallon sales decline was lower than the unit case volume decline due to demand for Coca-Cola Zero in Australia and timing of gallon sales in India. In the European Union, unit case volume increased ahead of gallon sales volume due to timing of gallon sales. Both in Latin America and North America, gallon sales and unit case volume were approximately equal. In North Asia, Eurasia and Middle East, unit case volume increased ahead of gallon sales primarily due to inventory reductions in Russia. Unit case volume growth also reflected the impact of a full-year of unit case volume compared to a partial year in 2005 due to the joint acquisition of Multon with Coca-Cola HBC in the second quarter of 2005. The Company only reports unit case volume related to Multon, as the Company does not sell concentrates or syrups to Multon.

Company-wide gallon sales grew 3 percent while unit case volume grew 4 percent in 2005 compared to 2004. In Africa, gallon sales growth of 7 percent exceeded unit case volume growth of 6 percent in 2005 compared to 2004, primarily due to timing of gallon shipments. In East, South Asia and Pacific Rim, the gallon sales decline was higher than the unit case volume decline primarily due to timing of gallon sales in India and the impact of 2005 planned inventory reductions in Australia. Both in the European Union and in Latin America, gallon sales growth and unit case volume growth were even in 2005 versus 2004. In North America, gallon sales increased 1 percent while unit case volume increased 2 percent, primarily due to the impact of higher gallon sales in 2004 related to the launch of Coca-Cola C2 and a change in shipping routes in 2004. In North Asia, Eurasia and Middle East, unit case volume increased ahead of gallon sales volume due to the joint acquisition of Multon, which contributed to unit case volume in 2005, along with timing of 2004 gallon sales, which impacted most of the remaining divisions in the operating segment. Multon had full-year unit case volume of approximately 80 million unit cases in 2004.

*Analysis of Consolidated Statements of Income*

Year Ended December 31,	Percent Change				
	2006	2005	2004	2006 vs. 2005	2005 vs. 2004
(In millions except per share data and percentages)					
<b>NET OPERATING REVENUES</b>	<b>\$ 24,088</b>	<b>\$ 23,104</b>	<b>\$ 21,742</b>	<b>4%</b>	<b>6%</b>
Cost of goods sold	<b>8,164</b>	8,195	7,674	0	7
<b>GROSS PROFIT</b>	<b>15,924</b>	14,909	14,068	7	6
<b>GROSS PROFIT MARGIN</b>	<b>66.1%</b>	64.5%	64.7%		
Selling, general and administrative expenses	<b>9,431</b>	8,739	7,890	8	11
Other operating charges	<b>185</b>	85	480	*	*
<b>OPERATING INCOME</b>	<b>6,308</b>	6,085	5,698	4	7
<b>OPERATING MARGIN</b>	<b>26.2%</b>	26.3%	26.2%		
Interest income	<b>193</b>	235	157	(18)	50
Interest expense	<b>220</b>	240	196	(8)	22
Equity income — net	<b>102</b>	680	621	(85)	10
Other income (loss) — net	<b>195</b>	(93)	(82)	*	*
Gains on issuances of stock by equity investees	<b>—</b>	23	24	*	*
<b>INCOME BEFORE INCOME TAXES</b>	<b>6,578</b>	6,690	6,222	(2)	8
Income taxes	<b>1,498</b>	1,818	1,375	(18)	32
Effective tax rate	<b>22.8%</b>	27.2%	22.1%		
<b>NET INCOME</b>	<b>\$ 5,080</b>	<b>\$ 4,872</b>	<b>\$ 4,847</b>	<b>4%</b>	<b>1%</b>
<b>PERCENTAGE OF NET OPERATING REVENUES</b>	<b>21.1%</b>	21.1%	22.3%		
<b>NET INCOME PER SHARE:</b>					
Basic	<b>\$ 2.16</b>	\$ 2.04	\$ 2.00	6%	2%
Diluted	<b>\$ 2.16</b>	\$ 2.04	\$ 2.00	6%	2%

\* Calculation is not meaningful.

### Net Operating Revenues

Net operating revenues increased by \$984 million or 4 percent in 2006 versus 2005. Net operating revenues increased by \$1,362 million or 6 percent in 2005 versus 2004.

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

Year Ended December 31,	Percent Change	
	2006 vs. 2005	2005 vs. 2004
Increase in gallon sales	4%	3%
Structural changes	(2)	0
Price and product/geographic mix	2	1
Impact of currency fluctuations versus the U.S. dollar	0	2
Total percentage increase	4%	6%

Refer to the heading "Volume" for a detailed discussion on gallon sales.

"Structural changes" refers to acquisitions or dispositions of bottling or canning operations and consolidation or deconsolidation of bottling entities for accounting purposes. In 2006, structural changes decreased net operating revenues by 2 percent compared to 2005, primarily due to the change of the business model in Spain, partially offset by the acquisitions of Bremer in the third quarter of 2005, TJC in the first quarter of 2006, CCCIL in the third quarter of 2006 and the consolidation of Brucephil under Interpretation No. 46(R) effective September 29, 2006. Refer to Note 19 of Notes to Consolidated Financial Statements. Effective January 1, 2006, the Company granted our bottling partners in Spain the rights to manufacture and distribute Company trademarked products in can packages. Prior to granting these rights to our bottling partners, the Company held the manufacturing and distribution rights for these can packages in Spain. In connection with granting these rights, the Company reduced our planned future annual marketing support payments to our bottling partners in Spain. These changes resulted in a reduction of net operating revenues and cost of goods sold. This change did not materially impact gross profit for 2006. If the change had occurred as of January 1, 2005, net operating revenues for 2005 would have been reduced by approximately \$779 million.

Price and product/geographic mix increased net operating revenues by 2 percent in 2006 compared to 2005, primarily due to price increases across the majority of the operating segments and improved pricing and product/package mix in Bottling Investments partially offset by unfavorable product mix primarily in Japan.

In 2005, structural changes reflect the impact of a full year of revenue in 2005 for variable interest entities compared to a partial year in 2004. Under Interpretation No. 46(R), the results of operations of variable interest entities in which the Company was determined to be the primary beneficiary were included in our consolidated results beginning April 2, 2004. Refer to Note 1 of Notes to Consolidated Financial Statements. The acquisition of Bremer during the third quarter of 2005 also favorably impacted net operating revenues. Refer to Note 19 of Notes to Consolidated Financial Statements. These increases in net operating revenues were offset by the dispositions of certain bottling and canning operations which were not material individually or in aggregate.

The favorable impact of foreign currency fluctuations in 2005 versus 2004 resulted from the strength of most key foreign currencies versus the U.S. dollar, especially a stronger euro, which favorably impacted the European Union and Bottling Investments, and a stronger Brazilian real and Mexican peso, that favorably impacted Latin America and Bottling Investments. The favorable impact of fluctuation in these currencies was partially offset by a weaker Japanese yen, which unfavorably impacted North Asia, Eurasia and Middle East. Refer to the heading "Liquidity, Capital Resources and Financial Position—Foreign Exchange."

Price and product/geographic mix increased net operating revenues by 1 percent in 2005 compared to 2004, primarily due to price increases across the majority of the operating segments and improved product/package mix in Bottling Investments, partially offset by unfavorable country mix.

Information about our net operating revenues by operating segment as a percentage of Company net operating revenues is as follows:

Year Ended December 31,	2006	2005	2004
Africa	4.6%	4.8%	4.4%
East, South Asia and Pacific Rim	3.3	3.1	3.2
European Union	14.6	17.8	18.0
Latin America	10.3	8.9	8.2
North America	29.1	28.9	29.5
North Asia, Eurasia and Middle East	16.5	17.7	17.9
Bottling Investments	21.2	18.4	18.3
Corporate	0.4	0.4	0.5
	<b>100.0%</b>	100.0%	100.0%

The percentage contribution of each operating segment has changed due to net operating revenues in certain segments growing at a faster rate compared to the other operating segments, the impact of foreign currency fluctuations; and the acquisitions of CCCIL and TJC, and the consolidation of Brucephil under Interpretation No. 46(R), which impacted Bottling Investments. The acquisition of Bremer during the third quarter of 2005 also increased net operating revenues in 2006, reflecting the impact of full-year net operating revenues in 2006 for Bremer compared to a partial year in 2005.

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

### ***Gross Profit***

Our gross profit margin increased to 66.1 percent in 2006 from 64.5 percent in 2005. Our gross margin was favorably impacted by the change in the business model in Spain, as discussed above. Other structural changes, which included the consolidation of Brucephil under Interpretation No. 46(R) in 2006, the acquisitions of CCCIL and TJC in 2006, and the acquisition of Bremer in 2005, unfavorably impacted our gross profit margin. Generally, bottling and finished product operations produce higher net operating revenues but lower gross profit margins compared to concentrate and syrup operations. Our gross margin in 2006 was also impacted favorably by price increases, partially offset by increases in the cost of raw materials and freight, primarily in North America, and by an unfavorable product mix, primarily in Japan. Gross profit margin in 2005 was favorably impacted by the receipt of approximately \$109 million in proceeds related to a class action lawsuit settlement concerning price-fixing in the sale of high fructose corn syrup ("HFCS") purchased by the Company during the years 1991 to 1995. Subsequent to the receipt of this settlement, the Company distributed approximately \$62 million to certain bottlers in North America. From 1991 to 1995, the Company purchased HFCS on behalf of those bottlers. Therefore, those bottlers ultimately were entitled to a portion of the proceeds. The Company's portion of the settlement was approximately \$47 million, which was recorded as a reduction of cost of goods sold and impacted Corporate. Refer to Note 18 of Notes to Consolidated Financial Statements.

In 2007, the Company expects the cost of raw materials to increase, primarily in North America. We will attempt to mitigate the overall impact on our business through appropriate pricing and other strategies.

Our gross profit margin decreased to 64.5 percent in 2005 from 64.7 percent in 2004, primarily due to higher raw material and freight costs driven by rising oil prices. This decrease was partially offset by the receipt of net settlement proceeds of approximately \$47 million, as discussed above. Our gross margin was also impacted by the consolidation of certain bottling operations under Interpretation No. 46(R) as of April 2, 2004. Refer to Note 1 of Notes to Consolidated Financial Statements.

### *Selling, General and Administrative Expenses*

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

Year Ended December 31,	2006	2005	2004
Selling expenses	\$ 3,924	\$ 3,453	\$ 3,031
Advertising expenses	2,553	2,475	2,165
General and administrative expenses	2,630	2,487	2,349
Stock-based compensation expense	324	324	345
Selling, general and administrative expenses	\$ 9,431	\$ 8,739	\$ 7,890

Total selling, general and administrative expenses were approximately 8 percent higher in 2006 versus 2005. The increases in selling and advertising expenses were primarily related to increased investments in marketing activities, including World Cup and Winter Olympics promotions in the European Union, combined with new product innovation activities and increased costs in our consolidated bottling investments as a result of acquisitions and consolidation of certain bottling operations. General and administrative expenses increased due to higher costs in Bottling Investments related to the acquisitions of CCCIL and TJC and the consolidation of Brucephil under Interpretation No. 46(R). The acquisition of Bremer during the third quarter of 2005 also increased general and administrative expenses in 2006, reflecting a full-year impact in 2006 for Bremer compared to a partial year in 2005. General and administrative expenses in 2006 also reflected the impact of a \$100 million donation made to The Coca-Cola Foundation, which impacted Corporate. Stock-based compensation expense was flat in 2006 compared to 2005. Stock-based compensation expense in 2005 included approximately \$50 million of expense due to a change in our estimated service period for retirement-eligible participants in our plans. This amount was offset primarily by the impact of the timing of stock-based compensation grants in prior years.

As of December 31, 2006, we had approximately \$376 million of total unrecognized compensation cost related to nonvested share-based compensation arrangements granted under our plans. This cost is expected to be recognized as stock-based compensation expense over a weighted-average period of 1.7 years. This expected cost does not include the impact of any future stock-based compensation awards. Refer to Note 15 of Notes to Consolidated Financial Statements.

Total selling, general and administrative expenses were approximately 11 percent higher in 2005 versus 2004. Approximately 1 percentage point of this increase was due to an overall weaker U.S. dollar (especially compared to the Brazilian real, the Mexican peso and the euro). The increase in selling, advertising and general and administrative expenses was primarily related to increased marketing and innovation expenses and the full-year impact of the consolidation of certain bottling operations under Interpretation No. 46(R). The decrease in stock-based compensation expense was primarily related to the lower average fair value per share of stock options expensed in 2005 compared to the average fair value per share expensed in 2004. This decrease was partially offset by approximately \$50 million of accelerated amortization of compensation expense related to a change in our estimated service period for retirement-eligible participants when the terms of their stock-based compensation awards provided for accelerated vesting upon early retirement. Refer to Note 15 of Notes to Consolidated Financial Statements.

### **Other Operating Charges**

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

Year Ended December 31,	2006	2005	2004
Africa	\$ 3	\$ —	\$ —
East, South Asia and Pacific Rim	44	85	—
European Union	36	—	—
Latin America	—	—	—
North America	—	—	18
North Asia, Eurasia and Middle East	17	—	—
Bottling Investments	84	—	398
Corporate	1	—	64
<b>Total</b>	<b>\$ 185</b>	<b>\$ 85</b>	<b>\$ 480</b>

During 2006, our Company recorded other operating charges of \$185 million. Of these charges, approximately \$108 million were primarily related to the impairment of assets and investments in our bottling operations, approximately \$53 million were for contract termination costs related to production capacity efficiencies and approximately \$24 million were related to other restructuring costs. None of these charges was individually significant. The impairment charges were primarily the result of a revised outlook for certain assets and bottling operations in Asia, which have been impacted by unfavorable market conditions and declines in volume. Refer to the discussion under "Critical Accounting Policies and Estimates—Goodwill, Trademarks and Other Intangible Assets," above.

Other operating charges in 2005 reflected the impact of approximately \$84 million of expenses related to impairment charges for intangible assets and approximately \$1 million related to impairments of other assets. These intangible assets primarily relate to trademark beverages sold in the Philippines, which is part of East, South Asia and Pacific Rim. Refer to the heading "Critical Accounting Policies and Estimates—Goodwill, Trademarks and Other Intangible Assets."

Other operating charges in 2004 reflected the impact of approximately \$480 million of expenses primarily related to impairment charges for franchise rights and certain manufacturing assets. Bottling Investments accounted for approximately \$398 million of the impairment charges, which were primarily related to the impairment of franchise rights at CCEAG. For a discussion of the operating environment in Germany, refer to the heading "Critical Accounting Policies and Estimates—Goodwill, Trademarks and Other Intangible Assets." Corporate accounted for approximately \$64 million of impairment charges, which were primarily related to the impairment of certain manufacturing assets.

### Operating Income and Operating Margin

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

Year Ended December 31,	2006	2005	2004
Africa	6.7%	6.5%	5.9%
East, South Asia and Pacific Rim	5.7	4.6	7.7
European Union	35.7	36.5	37.3
Latin America	23.0	19.3	18.5
North America	26.7	25.5	28.2
North Asia, Eurasia and Middle East	24.7	29.0	29.3
Bottling Investments	—	(1.0)	(8.0)
Corporate	(22.5)	(20.4)	(18.9)
	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

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

Year Ended December 31,	2006	2005	2004
Consolidated	26.2%	26.3%	26.2%
Africa	38.4%	35.8%	35.0%
East, South Asia and Pacific Rim	45.0	39.5	62.2
European Union	64.3	54.1	54.3
Latin America	57.9	57.0	59.2
North America	24.0	23.3	25.0
North Asia, Eurasia and Middle East	39.1	42.4	43.0
Bottling Investments	—	(1.0)	(11.4)
Corporate	*	*	*

\* Calculation is not meaningful.

As demonstrated by the tables above, the percentage contribution to operating income and operating margin by each operating segment fluctuated from year to year. Operating income and operating margin by operating segment were influenced by a variety of factors and events including the following:

- In 2006, foreign currency exchange rates unfavorably impacted operating income by approximately 1 percent, primarily related to a weaker Japanese yen, which impacted North Asia, Eurasia and Middle East. The unfavorable impact from the weaker Japanese yen was partially offset by favorable foreign currency exchange rate changes primarily related to the euro, which impacted the European Union and Bottling Investments, and the Brazilian real, which impacted Latin America and Bottling Investments.
- In 2006, price increases across the majority of operating segments favorably impacted both operating income and operating margins.
- In 2006, increased spending on marketing and innovation activities impacted the majority of the operating segments' operating income and operating margins. Refer to the heading "Selling, General and Administrative Expenses."
- In 2006, operating income was reduced by approximately \$3 million for Africa, \$44 million for East, South Asia and Pacific Rim, \$36 million for the European Union, \$17 million for North Asia, Eurasia and Middle East, \$88 million for Bottling Investments and \$1 million for Corporate primarily due to contract termination costs related to production capacity efficiencies, asset impairments and other restructuring costs. Refer to Note 20 of Notes to Consolidated Financial Statements.

- In 2006, the increase in operating margin for the European Union was primarily due to a change in the business model in Spain. Refer to the headings "Net Operating Revenues" and "Gross Profit," above.
- In 2006, the decrease in operating income and operating margin for North Asia, Eurasia and Middle East was primarily due to unfavorable product mix in Japan, which was partially offset by increased operating income in Russia and Turkey. Operating margins in Japan are higher than the operating margins in Russia and Turkey.
- In 2006, the increase in operating income and operating margin for Bottling Investments was primarily due to price increases, favorable package mix and actions to improve efficiency.
- In 2006, operating income was reduced by \$100 million for Corporate as a result of a donation made to The Coca-Cola Foundation.
- In 2005, operating income increased approximately 7 percent. Of this amount, 4 percent was due to favorable foreign currency exchange primarily related to the Brazilian real and the Mexican peso, which impacted Latin America and Bottling Investments, and the euro, which impacted the European Union and Bottling Investments.
- In 2005, operating income was impacted by an increase in net operating revenues and gross profit, partially offset by increased spending on marketing and innovation activities in each operating segment. Refer to the headings "Net Operating Revenues" and "Selling, General and Administrative Expenses."
- In 2005, as a result of impairment charges totaling approximately \$85 million related to the Philippines, operating margins in the East, South Asia and Pacific Rim operating segment decreased. Refer to the heading "Other Operating Charges."
- In 2005, operating income in Corporate decreased \$146 million, primarily due to increased marketing and innovation expenses, which were partially offset by our receipt of a net settlement of approximately \$47 million related to a class action lawsuit concerning the purchase of HFCS. Refer to the headings "Gross Profit" and "Selling, General and Administrative Expenses."
- In 2004, operating income was reduced by approximately \$18 million for North America, \$398 million for Bottling Investments and \$64 million for Corporate as a result of impairment charges. Refer to the heading "Other Operating Charges."
- In 2004, operating income increased approximately 9 percent. Of this amount, 8 percent was due to favorable foreign currency exchange primarily related to the euro, which impacted the European Union, and the Japanese yen, which impacted North Asia, Eurasia and Middle East.
- In 2004, as a result of the creation of a nationally integrated supply chain management company in Japan, operating margins in North Asia, Eurasia and Middle East increased. Effective October 1, 2003, the Company and all of our bottling partners in Japan created a nationally integrated supply chain management company to centralize procurement, production and logistics operations for the entire Coca-Cola system in Japan. As a result, a portion of our Company's business was essentially converted from a finished product business model to a concentrate business model. This shift of certain products to a concentrate business model resulted in reductions in our revenues and cost of goods sold, each in the same amount. This change in the business model did not impact gross profit. Generally, concentrate and syrup operations produce lower net revenues but higher operating margins compared to finished product operations.
- In 2004, as a result of the consolidation of certain bottling operations that are considered variable interest entities under Interpretation No. 46(R), operating margin for Bottling Investments was reduced. Generally, bottling operations produce higher net revenues but lower operating margins compared to concentrate and syrup operations.



- In 2004, operating income in Corporate increased \$75 million due to the receipt of an insurance settlement related to the class action lawsuit which was settled in 2000.
- In 2004, operating income in Corporate decreased \$75 million due to a donation to The Coca-Cola Foundation.

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

We monitor our mix of fixed-rate and variable-rate debt as well as our mix of short-term debt versus long-term debt. From time to time we enter into interest rate swap agreements to manage our mix of fixed-rate and variable-rate debt.

In 2006, interest income decreased by \$42 million compared to 2005, primarily due to lower average short-term investment balances, partially offset by higher average interest rates. Interest expense in 2006 decreased by \$20 million compared to 2005. This decrease is primarily the result of lower average balances on commercial paper borrowings, partially offset by higher average interest rates. We expect 2007 net interest expense to increase due to forecasted lower cash balances and higher debt balances.

In 2005, interest income increased by \$78 million compared to 2004, primarily due to higher average short-term investment balances and higher average interest rates on U.S. dollar denominated deposits. Interest expense in 2005 increased by \$44 million compared to 2004, primarily due to higher average interest rates on commercial paper borrowings in the United States, partially offset by lower interest expense at CCEAG due to the repayment of current maturities of long-term debt in 2005.

### ***Equity Income—Net***

Our Company's share of income from equity method investments for 2006 totaled \$102 million, compared to \$680 million in 2005, a decrease of \$578 million. Equity income in 2006 was reduced by approximately \$602 million resulting from the impact of our proportionate share of an impairment charge recorded by CCE. CCE recorded a \$2.9 billion pretax (\$1.8 billion after tax) impairment of its North American franchise rights. The decline in the estimated fair value of CCE's North American franchise rights was the result of several factors, including but not limited to (1) CCE's revised outlook on 2007 raw material costs driven by significant increases in aluminum and HFCS; (2) a challenging marketplace environment with increased pricing pressures in several high-growth beverage categories; and (3) increased interest rates contributing to a higher discount rate and corresponding capital charge. Our 2006 equity income—net also reflected a net decrease of approximately \$37 million primarily related to other impairment and restructuring charges recorded by CCE and certain other equity method investees, partially offset by approximately \$33 million related to our proportionate share of favorable changes in certain of CCE's state and Canadian federal and provincial tax rates. In addition, our 2006 equity income was slightly impacted by the Company's sale of shares representing 8 percent of the capital stock of Coca-Cola FEMSA. The Company sold these shares to Fomento Economico Mexicano, S.A.B. de C.V. ("FEMSA"), the major shareowner of Coca-Cola FEMSA, in November 2006. As a result of this sale, our ownership interest in Coca-Cola FEMSA was reduced from approximately 40 percent to approximately 32 percent. The decrease in 2006 equity income was also the result of the sale of a portion of our investment in Coca-Cola Icecek A.S. ("Coca-Cola Icecek") in an initial public offering during the second quarter of 2006. As a result of this public offering, our Company's interest in Coca-Cola Icecek decreased from approximately 36 percent to approximately 20 percent. These reductions in ownership of Coca-Cola FEMSA and Coca-Cola Icecek will reduce our future equity income related to these equity method investees. Refer to Note 3 of Notes to Consolidated Financial Statements. The decrease in equity income for 2006 was partially offset by our Company's proportionate share of increased net income from certain of the equity method investees and our proportionate share of the net income of the Multon juice joint venture in Russia.

In February 2007, CCE announced that it would restructure segments of its Corporate, North America and European operations. As a part of the restructuring, CCE expects a net job reduction of approximately 3,500

positions, or 5 percent of its total workforce. CCE expects this restructuring will result in a charge of approximately \$300 million, with the majority to be recognized in 2007 and 2008. The Company's equity income in 2007 and 2008 will reflect our proportionate share of the restructuring charges recorded by CCE.

Our Company's share of income from equity method investments for 2005 totaled \$680 million compared to \$621 million in 2004, an increase of \$59 million or 10 percent, primarily due to the overall improving health of the Coca-Cola bottling system in most of the world and the joint acquisition of Multon in April 2005. The increase was offset by approximately \$33 million related to our proportionate share of certain charges recorded by CCE. These charges included approximately \$51 million, primarily related to the tax liability resulting from the repatriation of previously unremitted foreign earnings under the Jobs Creation Act, and approximately \$18 million due to restructuring charges recorded by CCE. These charges were offset by approximately \$37 million from CCE's HFCS lawsuit settlement and changes in certain of CCE's state and provincial tax rates.

#### ***Other Income (Loss)—Net***

Other income (loss)—net was a net income of \$195 million for 2006 compared to a net loss of \$93 million for 2005, a difference of \$288 million. In 2006, other income (loss)—net included a gain of approximately \$175 million resulting from the sale of a portion of our Coca-Cola FEMSA shares to FEMSA and a gain of approximately \$123 million resulting from the sale of a portion of our investment in Coca-Cola Icecek shares in an initial public offering. Refer to Note 18 of Notes to Consolidated Financial Statements. This line item in 2006 also included \$15 million in foreign currency exchange losses, the accretion of \$58 million for the discounted value of our liability to purchase CCEAG shares (refer to Note 8 of Notes to Consolidated Financial Statements) and the minority shareowners' proportional share of net income of certain consolidated subsidiaries.

Other income (loss)—net amounted to a net loss of \$93 million for 2005 compared to a net loss of \$82 million for 2004, a difference of \$11 million. The difference was primarily related to a reduction in foreign exchange losses. This line item in 2005 primarily consisted of \$23 million in foreign currency exchange losses, the accretion of \$60 million for the discounted value of our liability to purchase CCEAG shares (refer to Note 8 of Notes to Consolidated Financial Statements) and the minority shareowners' proportional share of net income of certain consolidated subsidiaries.

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

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

In 2006, our equity method investees did not issue any additional shares to third parties that resulted in our Company recording any noncash pretax gains.

In 2005, our Company recorded approximately \$23 million of noncash pretax gains on the issuances of stock by equity method investees. The issuances primarily related to Coca-Cola Amatil's issuance of common stock in connection with the acquisition of SPC Ardmona Pty. Ltd., an Australian packaged fruit company. These issuances of common stock reduced our ownership interest in the total outstanding shares of Coca-Cola Amatil from approximately 34 percent to approximately 32 percent.

In 2004, our Company recorded approximately \$24 million of noncash pretax gains on issuances of stock by CCE. The issuances primarily related to the exercise of CCE stock options by CCE employees at amounts greater than the book value per share of our investment in CCE. These issuances of stock reduced our

ownership interest in the total outstanding shares of CCE common stock from approximately 37 percent to approximately 36 percent.

### *Income Taxes*

Our effective tax rate reflects tax benefits derived from significant operations outside the United States, which are generally taxed at rates lower than the U.S. statutory rate of 35 percent.

Our effective tax rate of approximately 22.8 percent for the year ended December 31, 2006, included the following:

- a tax benefit of approximately 1.8 percent primarily related to the sale of a portion of our investments in Coca-Cola Icecek and Coca-Cola FEMSA. The tax benefit was a result of the reversal of a valuation allowance that covered certain deferred tax assets recorded on capital loss carryforwards. The reversal of the valuation allowance was offset by a reduction of deferred tax assets due to the utilization of these capital loss carryforwards. These capital loss carryforwards offset the taxable gain on the sale of a portion of our investments in Coca-Cola Icecek and Coca-Cola FEMSA. Also included in this tax benefit is the reversal of the deferred tax liability recorded for the differences between the financial reporting and tax bases in the stock sold;
- an income tax benefit primarily related to the impairment of assets and investments in our bottling operations, contract termination costs related to production capacity efficiencies and other restructuring charges at a rate of approximately 16 percent;
- a tax charge of approximately \$24 million related to the resolution of certain tax matters; and
- an income tax benefit related to our proportionate share of CCE's charges recorded at a rate of approximately 8.8 percent. Refer to Note 3 and Note 18 of Notes to Consolidated Financial Statements.

Our effective tax rate of approximately 27.2 percent for the year ended December 31, 2005, included the following:

- an income tax benefit primarily related to the Philippines impairment charges at a rate of approximately 4 percent;
- an income tax benefit of approximately \$101 million related to the reversal of previously accrued taxes resulting from the favorable resolution of various tax matters; and
- a tax provision of approximately \$315 million related to repatriation of previously unremitted foreign earnings under the Jobs Creation Act.

Our effective tax rate of approximately 22.1 percent for the year ended December 31, 2004, included the following:

- an income tax benefit of approximately \$128 million related to the reversal of previously accrued taxes resulting from the favorable resolution of various tax matters;
- an income tax benefit on "Other Operating Charges," discussed above, at a rate of approximately 36 percent;
- an income tax provision of approximately \$75 million related to the recording of a valuation allowance on deferred tax assets of CCEAG; and
- an income tax benefit of approximately \$50 million as a result of the realization of certain tax credits related to the Jobs Creation Act.

Based on current tax laws, the Company's effective tax rate in 2007 is expected to be approximately 23 percent before considering the effect of any unusual or special items that may affect our tax rate in future years.

### Liquidity, Capital Resources and Financial Position

We believe our ability to generate cash from operating activities is one of our fundamental financial strengths. We expect cash flows from operating activities to be strong in 2007 and in future years. Accordingly, our Company expects to meet all of our financial commitments and operating needs for the foreseeable future. We expect to use cash generated from operating activities primarily for dividends, share repurchases, acquisitions and aggregate contractual obligations.

#### *Cash Flows from Operating Activities*

Net cash provided by operating activities for the years ended December 31, 2006, 2005 and 2004 was approximately \$6.0 billion, \$6.4 billion and \$6.0 billion, respectively.

Cash flows from operating activities decreased 7 percent in 2006 compared to 2005. This decrease was primarily the result of payments in 2006 of marketing accruals recorded in 2005 related to increased marketing and innovation activities and increased tax payments made in the first quarter of 2006 related to the 2005 repatriation of foreign earnings under the Jobs Creation Act. This decrease was partially offset by an increase in cash receipts in 2006 from customers, which was driven by a 4 percent growth in net operating revenues. Our cash flows from operating activities in 2006 also decreased versus 2005 as a result of a contribution of approximately \$216 million to a U.S. Voluntary Employee Beneficiary Association ("VEBA"), a tax-qualified trust to fund retiree medical benefits (refer to Note 16 of Notes to Consolidated Financial Statements) and a \$100 million donation made to The Coca-Cola Foundation.

Cash flows from operating activities increased 8 percent in 2005 compared to 2004. The increase was primarily related to an increase in cash receipts from customers, which was driven by a 6 percent growth in net operating revenues. These higher cash collections were offset by increased payments to suppliers and vendors, including payments related to our increased marketing spending. Our cash flows from operating activities in 2005 also improved versus 2004 as a result of a \$137 million reduction in payments related to our 2003 streamlining initiatives. Cash flows from operating activities in 2005 were unfavorably impacted by a \$176 million increase in income tax payments primarily related to payment of a portion of the tax provision associated with the repatriation of previously unremitted foreign earnings under the Jobs Creation Act.

#### *Cash Flows from Investing Activities*

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

Year Ended December 31,	2006	2005	2004
<b>Cash flows (used in) provided by investing activities:</b>			
Acquisitions and investments, principally trademarks and bottling companies	<b>\$ (901)</b>	\$ (637)	\$ (267)
Purchases of other investments	<b>(82)</b>	(53)	(46)
Proceeds from disposals of other investments	<b>640</b>	33	161
Purchases of property, plant and equipment	<b>(1,407)</b>	(899)	(755)
Proceeds from disposals of property, plant and equipment	<b>112</b>	88	341
Other investing activities	<b>(62)</b>	(28)	63
<b>Net cash used in investing activities</b>	<b>\$ (1,700)</b>	\$ (1,496)	\$ (503)

Purchases of property, plant and equipment accounted for the most significant cash outlays for investing activities in each of the three years ended December 31, 2006. Our Company currently estimates that purchases of property, plant and equipment in 2007 will be approximately \$1.5 billion.

Total capital expenditures for property, plant and equipment (including our investments in information technology) and the percentage of such totals by operating segment for 2006, 2005 and 2004 were as follows:

Year Ended December 31,	2006	2005	2004
Capital expenditures (in millions)	<b>\$ 1,407</b>	\$ 899	\$ 755
Africa	<b>2.7%</b>	2.5%	2.3%
East, South Asia and Pacific Rim	<b>0.7</b>	0.8	0.9
European Union	<b>6.6</b>	8.6	5.1
Latin America	<b>3.1</b>	2.7	3.4
North America	<b>29.9</b>	29.5	32.7
North Asia, Eurasia and Middle East	<b>9.2</b>	9.9	6.0
Bottling Investments	<b>29.7</b>	29.4	34.1
Corporate	<b>18.1</b>	16.6	15.5

Acquisitions and investments represented the next most significant investing activity, accounting for \$901 million in 2006, \$637 million in 2005 and \$267 million in 2004.

In 2006, our Company acquired a controlling interest in CCCIL and acquired Apollinaris and TJC. Refer to Note 19 of Notes to Consolidated Financial Statements. The remaining amount of cash used for acquisitions and investments was primarily related to the acquisition of various trademarks and brands, none of which were individually significant.

Investing activities in 2006 also included proceeds of approximately \$198 million received from the sale of shares in connection with the initial public offering of Coca-Cola Icecek and proceeds of approximately \$427 million received from the sale of a portion of Coca-Cola FEMSA shares to FEMSA. Refer to Note 3 of Notes to Consolidated Financial Statements.

In April 2005, our Company and Coca-Cola HBC jointly acquired Multon for a total purchase price of approximately \$501 million, split equally between the Company and Coca-Cola HBC. During the third quarter of 2005, our Company acquired the German bottling company Bremer for approximately \$160 million from InBev SA. Also in 2005, the Company acquired Sucos Mais, a Brazilian juice company, and completed the acquisition of the remaining 49 percent interest in the business of CCDA Waters L.L.C. not previously owned by our Company. Refer to Note 19 of Notes to Consolidated Financial Statements.

In 2004, proceeds from disposals of property, plant and equipment of approximately \$341 million related primarily to the sale of production assets in Japan. Refer to Note 3 of Notes to Consolidated Financial Statements. In 2004, cash payments for acquisitions and investments were primarily related to the purchase of trademarks in Latin America.

#### ***Cash Flows from Financing Activities***

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

Year Ended December 31,	2006	2005	2004
Cash flows provided by (used in) financing activities:			
Issuances of debt	<b>\$ 617</b>	\$ 178	\$ 3,030
Payments of debt	<b>(2,021)</b>	(2,460)	(1,316)
Issuances of stock	<b>148</b>	230	193
Purchases of stock for treasury	<b>(2,416)</b>	(2,055)	(1,739)
Dividends	<b>(2,911)</b>	(2,678)	(2,429)
Net cash used in financing activities	<b>\$ (6,583)</b>	\$ (6,785)	\$ (2,261)

## *Debt Financing*

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

As of December 31, 2006, our long-term debt was rated "A+" by Standard & Poor's and "Aa3" by Moody's, and our commercial paper program was rated "A-1" and "P-1" by Standard & Poor's and Moody's, respectively. In assessing our credit strength, both Standard & Poor's and Moody's consider our capital structure and financial policies as well as the aggregated balance sheet and other financial information for the Company and certain bottlers, including CCE and Coca-Cola HBC. While the Company has no legal obligation for the debt of these bottlers, the rating agencies believe the strategic importance of the bottlers to the Company's business model provides the Company with an incentive to keep these bottlers viable. If our credit ratings were reduced by the rating agencies, our interest expense could increase. Additionally, if certain bottlers' credit ratings were to decline, the Company's share of equity income could be reduced as a result of the potential increase in interest expense for these bottlers.

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

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

Issuances and payments of debt included both short-term and long-term financing activities. On December 31, 2006, we had \$1,952 million in lines of credit and other short-term credit facilities available, of which approximately \$225 million was outstanding. The outstanding amount of \$225 million was primarily related to our international operations.

The issuances of debt in 2006 primarily included approximately \$484 million of issuances of commercial paper and short-term debt with maturities of greater than 90 days. The payments of debt in 2006 primarily included approximately \$580 million related to commercial paper and short-term debt with maturities of greater than 90 days and approximately \$1,383 million of net repayments of commercial paper and short-term debt with maturities of 90 days or less.

The issuances of debt in 2005 primarily included approximately \$144 million of issuances of commercial paper with maturities of 90 days or more. The payments of debt primarily included approximately \$1,037 million related to net repayments of commercial paper with maturities of less than 90 days, repayments of commercial paper with maturities greater than 90 days of approximately \$32 million and repayment of approximately \$1,363 million of long-term debt.

The issuances of debt in 2004 primarily included approximately \$2,109 million of net issuances of commercial paper with maturities of 90 days or less, and approximately \$818 million of issuances of commercial paper with maturities of more than 90 days. The payments of debt in 2004 primarily included approximately \$927 million related to commercial paper with maturities of more than 90 days and \$367 million of long-term debt.

### Share Repurchases

In October 1996, our Board of Directors authorized a plan ("1996 Plan") to repurchase up to 206 million shares of our Company's common stock through 2006. On July 20, 2006, the Board of Directors of the Company authorized a new share repurchase program of up to 300 million shares of the Company's common stock. The new program took effect upon the expiration of the 1996 Plan on October 31, 2006. The table below presents annual shares repurchased and average price per share:

Year Ended December 31,	2006	2005	2004
Number of shares repurchased (in millions)	55	46	38
Average price per share	\$ 45.19	\$ 43.26	\$ 46.33

Since the inception of our initial share repurchase program in 1984 through our current program as of December 31, 2006, we have purchased more than 1.2 billion shares of our Company's common stock at an average price per share of \$17.53.

As strong cash flows are expected to continue in the future, the Company currently expects 2007 share repurchases to be in the range of \$2.5 billion to \$3.0 billion.

### Dividends

At its February 2007 meeting, our Board of Directors increased our quarterly dividend by 10 percent, raising it to \$0.34 per share, equivalent to a full-year dividend of \$1.36 per share in 2007. This is our 45<sup>th</sup> consecutive annual increase. Our annual common stock dividend was \$1.24 per share, \$1.12 per share and \$1.00 per share in 2006, 2005 and 2004, respectively. The 2006 dividend represented a 10 percent increase from 2005, and the 2005 dividend represented a 12 percent increase from 2004.

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

#### Off-Balance Sheet Arrangements

In accordance with the definition under SEC rules, the following qualify as off-balance sheet arrangements:

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

As of December 31, 2006, our Company was contingently liable for guarantees of indebtedness owed by third parties in the amount of approximately \$270 million. Management concluded that the likelihood of any material amounts being paid by our Company under these guarantees is not probable. As of December 31, 2006, we were not directly liable for the debt of any unconsolidated entity, and we did not have any retained or contingent interest in assets as defined above.

Our Company recognizes all derivatives as either assets or liabilities at fair value in our consolidated balance sheets. Refer to Note 12 of Notes to Consolidated Financial Statements.

In December 2003, we granted a \$250 million standby line of credit to Coca-Cola FEMSA with normal market terms. This standby line of credit expired in December 2006.

*Aggregate Contractual Obligations*

As of December 31, 2006, the Company's contractual obligations, including payments due by period, were as follows (in millions):

	Payments Due by Period				
	Total	2007	2008-2009	2010-2011	2012 and Thereafter
Short-term loans and notes payable <sup>1</sup> :					
Commercial paper borrowings	\$ 1,942	\$ 1,942	\$ —	\$ —	\$ —
Lines of credit and other short-term borrowings	225	225	—	—	—
Liability to CCEAG shareowners <sup>2</sup>	1,068	1,068	—	—	—
Current maturities of long-term debt <sup>3</sup>	33	33	—	—	—
Long-term debt, net of current maturities <sup>3</sup>	1,314	—	611	576	127
Estimated interest payments <sup>4</sup>	993	80	135	73	705
Purchase obligations <sup>5</sup>	8,401	4,815	1,237	636	1,713
Marketing obligations <sup>6</sup>	3,925	1,579	832	583	931
Lease obligations	545	141	193	127	84
<b>Total contractual obligations</b>	<b>\$ 18,446</b>	<b>\$ 9,883</b>	<b>\$ 3,008</b>	<b>\$ 1,995</b>	<b>\$ 3,560</b>

- <sup>1</sup> Refer to Note 8 of Notes to Consolidated Financial Statements for information regarding short-term loans and notes payable. Upon payment of outstanding commercial paper, we typically issue new commercial paper. Lines of credit and other short-term borrowings are expected to fluctuate depending upon current liquidity needs, especially at international subsidiaries.
- <sup>2</sup> Refer to Note 8 of Notes to Consolidated Financial Statements for a discussion of our liability to CCEAG shareowners as of December 31, 2006. We paid the amount due to CCEAG shareowners in January 2007 to discharge our liability.
- <sup>3</sup> Refer to Note 9 of Notes to Consolidated Financial Statements for information regarding long-term debt. We will consider several alternatives to settle this long-term debt, including the use of cash flows from operating activities, issuance of commercial paper or issuance of other long-term debt.
- <sup>4</sup> We calculated estimated interest payments for long-term debt as follows: for fixed-rate debt and term debt, we calculated interest based on the applicable rates and payment dates; for variable-rate debt and/or non-term debt, we estimated interest rates and payment dates based on our determination of the most likely scenarios for each relevant debt instrument. We typically expect to settle such interest payments with cash flows from operating activities and/or short-term borrowings.
- <sup>5</sup> The purchase obligations include agreements to purchase goods or services that are enforceable and legally binding and that specify all significant terms, including long-term contractual obligations, open purchase orders, accounts payable and certain accrued liabilities. We expect to fund these obligations with cash flows from operating activities.
- <sup>6</sup> We expect to fund these marketing obligations with cash flows from operating activities.

In accordance with SFAS No. 87, "Employers' Accounting for Pensions," and SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions," as amended by SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)," the total accrued benefit liability for pension and other postretirement benefit plans recognized as of December 31, 2006, was \$1,273 million. Refer to Note 16 of Notes to Consolidated Financial Statements. This accrued liability is included in the consolidated balance sheet line item other liabilities. This amount is impacted by, among other items, pension expense funding levels, changes in plan demographics and assumptions, investment return on plan assets, and the application of SFAS No. 158. Because the accrued liability does not represent expected liquidity needs, we did not include this amount in the contractual obligations table.



The Pension Protection Act of 2006 ("PPA") was enacted in August 2006 and established, among other things, new standards for funding of U.S. defined benefit pension plans. One of the primary objectives of the PPA is to improve the financial integrity of underfunded plans through the requirement of additional contributions. The requirements of the PPA will not have a significant impact on our financial condition because, under the provisions of the PPA, the minimum required contribution for the primary funded U.S. plan is projected to be zero through 2017 as a result of contributions we have made to the plan since 2001. Therefore, we did not include any amounts as a contractual obligation in the above table. We may, however, decide to make additional discretionary contributions to our pension and other benefit plans in future years. In addition, as a result of contributions totaling approximately \$224 million in 2006 to fund a portion of our U.S. postretirement healthcare obligation, including a contribution of \$216 million to a VEBA trust, we do not expect to contribute to our U.S. postretirement healthcare plan in 2007. We generally expect to fund all future contributions with cash flows from operating activities.

Our international pension plans are funded in accordance with local laws and income tax regulations. We do not expect contributions to these plans to be material in 2007 or thereafter. Therefore, no amounts have been included in the table above.

As of December 31, 2006, the projected benefit obligation of the U.S. qualified pension plans was \$1,660 million, and the fair value of plan assets was \$2,120 million. As of December 31, 2006, the projected benefit obligation of all pension plans other than the U.S. qualified pension plans was \$1,385 million, and the fair value of all other pension plan assets was \$723 million. The majority of this underfunding is attributable to an international pension plan for certain non-U.S. employees that is unfunded due to tax law restrictions, as well as our unfunded U.S. nonqualified pension plans. These U.S. nonqualified pension plans provide, for certain associates, benefits that are not permitted to be funded through a qualified plan because of limits imposed by the Internal Revenue Code of 1986. Disclosure of amounts are not included in the above table regarding expected benefit payments for our unfunded pension plans. However, we anticipate annual benefit payments to be in the range of approximately \$25 million to \$30 million in 2007 and to remain at or near this annual level for the next several years. We can not reasonably estimate these payments for 2012 and thereafter due to the ongoing nature of the obligations under these plans.

Deferred income tax liabilities as of December 31, 2006, were \$641 million. Refer to Note 17 of Notes to Consolidated Financial Statements. This amount is not included in the total contractual obligations table because we believe this presentation would not be meaningful. Deferred income tax liabilities are calculated based on temporary differences between the tax bases of assets and liabilities and their respective book bases, which will result in taxable amounts in future years when the liabilities are settled at their reported financial statement amounts. The results of these calculations do not have a direct connection with the amount of cash taxes to be paid in any future periods. As a result, scheduling deferred income tax liabilities as payments due by period could be misleading, because this scheduling would not relate to liquidity needs.

Minority interests of \$358 million as of December 31, 2006, for consolidated entities in which we do not have a 100 percent ownership interest were recorded in the consolidated balance sheet line item other liabilities. Such minority interests are not liabilities requiring the use of cash or other resources; therefore, this amount is excluded from the contractual obligations table.

#### ***Foreign Exchange***

Our international operations are subject to opportunities and risks relating to foreign currency fluctuations and governmental actions. We closely monitor our operations in each country and seek to adopt appropriate strategies that are responsive to fluctuations in foreign currency exchange rates.

We use 64 functional currencies. Due to our global operations, weaknesses in some of these currencies might be offset by strength in others. In 2006, 2005 and 2004, the weighted-average exchange rates for foreign

currencies in which the Company conducted operations (all operating currencies), and for certain individual currencies, strengthened (weakened) against the U.S. dollar as follows:

Year Ended December 31,	2006	2005	2004
All operating currencies	(1)%	2 %	6 %
Brazilian real	10 %	21 %	5 %
Mexican peso	0 %	4 %	(5)%
Australian dollar	(1)%	3 %	13 %
South African rand	(7)%	1 %	18 %
British pound	1 %	0 %	12 %
Euro	1 %	1 %	9 %
Japanese yen	(6)%	(1)%	7 %

These percentages do not include the effects of our hedging activities and, therefore, do not reflect the actual impact of fluctuations in exchange rates on our operating results. Our foreign currency management program is designed to mitigate, over time, a portion of the impact of exchange rate changes on our net income and earnings per share. The total currency impact on operating income, including the effect of our hedging activities, was a decrease of approximately 1 percent in 2006. The impact of a weaker U.S. dollar increased our operating income by approximately 4 percent and 8 percent in 2005 and 2004, respectively. The Company currently expects currencies to have little impact on operating income in 2007.

Exchange losses—net amounted to approximately \$15 million in 2006, \$23 million in 2005 and \$39 million in 2004 and were recorded in other income (loss)—net in our consolidated statements of income. Exchange losses—net include the remeasurement of monetary assets and liabilities from certain currencies into functional currencies and the costs of hedging certain exposures of our consolidated balance sheets. Refer to Note 12 of Notes to Consolidated Financial Statements.

The Company will continue to manage its foreign currency exposure to mitigate, over time, a portion of the impact of exchange rate changes on net income and earnings per share.

#### *Overview of Financial Position*

Our consolidated balance sheet as of December 31, 2006, compared to our consolidated balance sheet as of December 31, 2005, was impacted by the following:

- increases in trademarks with indefinite lives, goodwill and other intangible assets of \$99 million, \$356 million and \$859 million, respectively, primarily due to our acquisitions of CCCIL, Apollinaris and TJC as well as the consolidation of Brucephil in 2006;
- an increase in property, plant and equipment of \$1,727 million, primarily due to 2006 purchases and acquisitions and consolidation under Interpretation No. 46(R), as discussed above; and
- a decrease in loans and notes payable of \$1,283 million, primarily due to the net repayment of commercial paper and short-term debt during 2006.

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

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

**Additional Information**

Effective January 1, 2007, we combined the Eurasia and Middle East Division, and the Russia, Ukraine and Belarus Division, both of which were previously included in the North Asia, Eurasia and Middle East operating segment, with the India Division, previously included in the East, South Asia and Pacific Rim operating segment, to form the Eurasia operating segment; and we combined the China Division and the Japan Division, previously included in the North Asia, Eurasia and Middle East operating segment, with the remaining East, South Asia and Pacific Rim operating segment to form the Pacific operating segment. As a result, beginning with the first quarter of 2007, our organizational structure will consist of the following operating segments: Africa; Eurasia; European Union; Latin America; North America; Pacific; Bottling Investments; and Corporate.

For information concerning our operating segments as of December 31, 2006, refer to Note 20 of Notes to Consolidated Financial Statements.

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

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

### *Foreign Exchange*

We manage most of our foreign currency exposures on a consolidated basis, which allows us to net certain exposures and take advantage of any natural offsets. In 2006, we generated approximately 72 percent of our net operating revenues from operations outside of the United States; therefore, weakness in one particular currency might be offset by strengths in other currencies over time. We use derivative financial instruments to further reduce our net exposure to currency fluctuations.

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

### *Interest Rates*

We monitor our mix of fixed-rate and variable-rate debt, as well as our mix of term debt versus non-term debt. From time to time we enter into interest rate swap agreements to manage our mix of fixed-rate and variable-rate debt.

### *Value-at-Risk*

We monitor our exposure to financial market risks using several objective measurement systems, including value-at-risk models. Our value-at-risk calculations use a historical simulation model to estimate potential future losses in the fair value of our derivatives and other financial instruments that could occur as a result of adverse movements in foreign currency and interest rates. We have not considered the potential impact of favorable movements in foreign currency and interest rates on our calculations. We examined historical weekly returns over the previous 10 years to calculate our value-at-risk. The average value-at-risk represents the simple average of quarterly amounts over the past year. As a result of our foreign currency value-at-risk calculations, we estimate with 95 percent confidence that the fair values of our foreign currency derivatives and other financial instruments, over a one-week period, would decline by approximately \$14 million, \$9 million and \$17 million, respectively, using 2006, 2005 or 2004 average fair values, and by approximately \$14 million and \$9 million, respectively, using December 31, 2006 and 2005 fair values. According to our interest rate value-at-risk calculations, we estimate with 95 percent confidence that any increase in our net interest expense due to an adverse move in our 2006 average or in our December 31, 2006, interest rates over a one-week period would not have a material impact on our consolidated financial statements. Our December 31, 2005 and 2004 estimates also were not material to our consolidated financial statements.

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THE COCA-COLA COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

Year Ended December 31,	2006	2005	2004
(In millions except per share data)			
<b>NET OPERATING REVENUES</b>	<b>\$ 24,088</b>	\$ 23,104	\$ 21,742
Cost of goods sold	<b>8,164</b>	8,195	7,674
<b>GROSS PROFIT</b>	<b>15,924</b>	14,909	14,068
Selling, general and administrative expenses	<b>9,431</b>	8,739	7,890
Other operating charges	<b>185</b>	85	480
<b>OPERATING INCOME</b>	<b>6,308</b>	6,085	5,698
Interest income	<b>193</b>	235	157
Interest expense	<b>220</b>	240	196
Equity income — net	<b>102</b>	680	621
Other income (loss) — net	<b>195</b>	(93)	(82)
Gains on issuances of stock by equity method investees	<b>—</b>	23	24
<b>INCOME BEFORE INCOME TAXES</b>	<b>6,578</b>	6,690	6,222
Income taxes	<b>1,498</b>	1,818	1,375
<b>NET INCOME</b>	<b>\$ 5,080</b>	\$ 4,872	\$ 4,847
<b>BASIC NET INCOME PER SHARE</b>	<b>\$ 2.16</b>	\$ 2.04	\$ 2.00
<b>DILUTED NET INCOME PER SHARE</b>	<b>\$ 2.16</b>	\$ 2.04	\$ 2.00
<b>AVERAGE SHARES OUTSTANDING</b>	<b>2,348</b>	2,392	2,426
Effect of dilutive securities	<b>2</b>	1	3
<b>AVERAGE SHARES OUTSTANDING ASSUMING DILUTION</b>	<b>2,350</b>	2,393	2,429

Refer to Notes to Consolidated Financial Statements.

THE COCA-COLA COMPANY AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31,	2006	2005
(In millions except par value)		
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,440	\$ 4,701
Marketable securities	150	66
Trade accounts receivable, less allowances of \$63 and \$72, respectively	2,587	2,281
Inventories	1,641	1,379
Prepaid expenses and other assets	1,623	1,778
<b>TOTAL CURRENT ASSETS</b>	<b>8,441</b>	<b>10,205</b>
<b>INVESTMENTS</b>		
Equity method investments:		
Coca-Cola Enterprises Inc.	1,312	1,731
Coca-Cola Hellenic Bottling Company S.A.	1,251	1,039
Coca-Cola FEMSA, S.A.B. de C.V.	835	982
Coca-Cola Amatil Limited	817	748
Other, principally bottling companies	2,095	2,062
Cost method investments, principally bottling companies	473	360
<b>TOTAL INVESTMENTS</b>	<b>6,783</b>	<b>6,922</b>
<b>OTHER ASSETS</b>	<b>2,701</b>	<b>2,648</b>
<b>PROPERTY, PLANT AND EQUIPMENT — net</b>	<b>6,903</b>	<b>5,831</b>
<b>TRADEMARKS WITH INDEFINITE LIVES</b>	<b>2,045</b>	<b>1,946</b>
<b>GOODWILL</b>	<b>1,403</b>	<b>1,047</b>
<b>OTHER INTANGIBLE ASSETS</b>	<b>1,687</b>	<b>828</b>
<b>TOTAL ASSETS</b>	<b>\$ 29,963</b>	<b>\$ 29,427</b>
<b>LIABILITIES AND SHAREOWNERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 5,055	\$ 4,493
Loans and notes payable	3,235	4,518
Current maturities of long-term debt	33	28
Accrued income taxes	567	797
<b>TOTAL CURRENT LIABILITIES</b>	<b>8,890</b>	<b>9,836</b>
<b>LONG-TERM DEBT</b>	<b>1,314</b>	<b>1,154</b>
<b>OTHER LIABILITIES</b>	<b>2,231</b>	<b>1,730</b>
<b>DEFERRED INCOME TAXES</b>	<b>608</b>	<b>352</b>
<b>SHAREOWNERS' EQUITY</b>		
Common stock, \$0.25 par value; Authorized — 5,600 shares; Issued — 3,511 and 3,507 shares, respectively	878	877
Capital surplus	5,983	5,492
Reinvested earnings	33,468	31,299
Accumulated other comprehensive income (loss)	(1,291)	(1,669)
Treasury stock, at cost — 1,193 and 1,138 shares, respectively	(22,118)	(19,644)
<b>TOTAL SHAREOWNERS' EQUITY</b>	<b>16,920</b>	<b>16,355</b>
<b>TOTAL LIABILITIES AND SHAREOWNERS' EQUITY</b>	<b>\$ 29,963</b>	<b>\$ 29,427</b>

Refer to Notes to Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Year Ended December 31,	2006	2005	2004
(In millions)			
<b>OPERATING ACTIVITIES</b>			
Net income	\$ 5,080	\$ 4,872	\$ 4,847
Depreciation and amortization	938	932	893
Stock-based compensation expense	324	324	345
Deferred income taxes	(35)	(88)	162
Equity income or loss, net of dividends	124	(446)	(476)
Foreign currency adjustments	52	47	(59)
Gains on issuances of stock by equity investees	—	(23)	(24)
Gains on sales of assets, including bottling interests	(303)	(9)	(20)
Other operating charges	159	85	480
Other items	233	299	437
Net change in operating assets and liabilities	(615)	430	(617)
Net cash provided by operating activities	5,957	6,423	5,968
<b>INVESTING ACTIVITIES</b>			
Acquisitions and investments, principally trademarks and bottling companies	(901)	(637)	(267)
Purchases of other investments	(82)	(53)	(46)
Proceeds from disposals of other investments	640	33	161
Purchases of property, plant and equipment	(1,407)	(899)	(755)
Proceeds from disposals of property, plant and equipment	112	88	341
Other investing activities	(62)	(28)	63
Net cash used in investing activities	(1,700)	(1,496)	(503)
<b>FINANCING ACTIVITIES</b>			
Issuances of debt	617	178	3,030
Payments of debt	(2,021)	(2,460)	(1,316)
Issuances of stock	148	230	193
Purchases of stock for treasury	(2,416)	(2,055)	(1,739)
Dividends	(2,911)	(2,678)	(2,429)
Net cash used in financing activities	(6,583)	(6,785)	(2,261)
<b>EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS</b>			
	65	(148)	141
<b>CASH AND CASH EQUIVALENTS</b>			
Net (decrease) increase during the year	(2,261)	(2,006)	3,345
Balance at beginning of year	4,701	6,707	3,362
Balance at end of year	\$ 2,440	\$ 4,701	\$ 6,707

Refer to Notes to Consolidated Financial Statements.



**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREOWNERS' EQUITY**

Year Ended December 31,	2006	2005	2004
(In millions except per share data)			
<b>NUMBER OF COMMON SHARES OUTSTANDING</b>			
Balance at beginning of year	2,369	2,409	2,442
Stock issued to employees exercising stock options	4	7	5
Purchases of stock for treasury <sup>1</sup>	(55)	(47)	(38)
Balance at end of year	2,318	2,369	2,409
<b>COMMON STOCK</b>			
Balance at beginning of year	\$ 877	\$ 875	\$ 874
Stock issued to employees exercising stock options	1	2	1
Balance at end of year	878	877	875
<b>CAPITAL SURPLUS</b>			
Balance at beginning of year	5,492	4,928	4,395
Stock issued to employees exercising stock options	164	229	175
Tax benefit from employees' stock option and restricted stock plans	3	11	13
Stock-based compensation	324	324	345
Balance at end of year	5,983	5,492	4,928
<b>REINVESTED EARNINGS</b>			
Balance at beginning of year	31,299	29,105	26,687
Net income	5,080	4,872	4,847
Dividends (per share — \$1.24, \$1.12 and \$1.00 in 2006, 2005 and 2004, respectively)	(2,911)	(2,678)	(2,429)
Balance at end of year	33,468	31,299	29,105
<b>ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)</b>			
Balance at beginning of year	(1,669)	(1,348)	(1,995)
Net foreign currency translation adjustment	603	(396)	665
Net gain (loss) on derivatives	(26)	57	(3)
Net change in unrealized gain on available-for-sale securities	43	13	39
Net change in pension liability, prior to adoption of SFAS No. 158	46	5	(54)
Net other comprehensive income adjustments	666	(321)	647
Adjustment to initially apply SFAS No. 158	(288)	—	—
Balance at end of year	(1,291)	(1,669)	(1,348)
<b>TREASURY STOCK</b>			
Balance at beginning of year	(19,644)	(17,625)	(15,871)
Purchases of treasury stock	(2,474)	(2,019)	(1,754)
Balance at end of year	(22,118)	(19,644)	(17,625)
<b>TOTAL SHAREOWNERS' EQUITY</b>	<b>\$ 16,920</b>	<b>\$ 16,355</b>	<b>\$ 15,935</b>
<b>COMPREHENSIVE INCOME</b>			
Net income	\$ 5,080	\$ 4,872	\$ 4,847
Net other comprehensive income adjustments	666	(321)	647
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>\$ 5,746</b>	<b>\$ 4,551</b>	<b>\$ 5,494</b>

<sup>1</sup> Common stock purchased from employees exercising stock options numbered approximately zero shares, 0.5 shares and 0.4 shares for the years ended December 31, 2006, 2005 and 2004, respectively.

Refer to Notes to Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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

**Description of Business**

The Coca-Cola Company is predominantly a manufacturer, distributor and marketer of nonalcoholic beverage concentrates and syrups. We also manufacture, distribute and market some finished beverages. In these notes, the terms "Company," "we," "us" or "our" mean The Coca-Cola Company and all subsidiaries included in the consolidated financial statements. We primarily sell concentrates and syrups, as well as some finished beverages, to bottling and canning operations, distributors, fountain wholesalers and fountain retailers. Our Company owns or licenses more than 400 brands, including Coca-Cola, Diet Coke, Fanta and Sprite, and a variety of diet and light beverages, waters, juice and juice drinks, teas, coffees, and energy and sports drinks. Additionally, we have ownership interests in numerous bottling and canning operations. Significant markets for our products exist in all the world's geographic regions.

**Basis of Presentation and Consolidation**

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. Our Company consolidates all entities that we control by ownership of a majority voting interest as well as variable interest entities for which our Company is the primary beneficiary. Refer to the heading "Variable Interest Entities," below, for a discussion of variable interest entities.

We use the equity method to account for our investments for which we have the ability to exercise significant influence over operating and financial policies. Consolidated net income includes our Company's share of the net income of these companies.

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

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

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

**Variable Interest Entities**

Financial Accounting Standards Board ("FASB") Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities" ("Interpretation No. 46(R)") addresses the consolidation of business enterprises to which the usual condition (ownership of a majority voting interest) of consolidation does not apply. Interpretation No. 46(R) focuses on controlling financial interests that may be achieved through arrangements that do not involve voting interests. It concludes that in the absence of clear control through voting interests, a company's exposure (variable interest) to the economic risks and potential rewards from the variable interest entity's assets and activities is the best evidence of control. If an enterprise holds a majority of the variable interests of an entity, it would be considered the primary beneficiary. Upon consolidation, the primary beneficiary is generally required to include assets, liabilities and noncontrolling interests at fair value and subsequently account for the variable interest as if it were consolidated based on majority voting interest.

In our consolidated financial statements as of December 31, 2003, and prior to December 31, 2003, we consolidated all entities that we controlled by ownership of a majority of voting interests. As a result of Interpretation No. 46(R), effective as of April 2, 2004, our consolidated balance sheets include the assets and liabilities of the following:

- all entities in which the Company has ownership of a majority of voting interests; and
- all variable interest entities for which we are the primary beneficiary.

Our Company holds interests in certain entities, primarily bottlers accounted for under the equity method of accounting prior to April 2, 2004 that are considered variable interest entities. These variable interests relate to profit guarantees or subordinated financial support for these entities. Upon adoption of Interpretation No. 46(R) as of April 2, 2004, we consolidated assets of approximately \$383 million and liabilities of approximately \$383 million that were previously not recorded on our consolidated balance sheets. We did not record a cumulative effect of an accounting change, and prior periods were not restated. The results of operations of these variable interest entities were included in our consolidated results beginning April 3, 2004, and did not have a material impact for the year ended December 31, 2004. Our Company's investment, plus any loans and guarantees, related to these variable interest entities totaled approximately \$429 million and \$263 million at December 31, 2006 and 2005, respectively, representing our maximum exposures to loss. Any creditors of the variable interest entities do not have recourse against the general credit of the Company as a result of including these variable interest entities in our consolidated financial statements.

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

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

#### **Risks and Uncertainties**

Factors that could adversely impact the Company's operations or financial results include, but are not limited to, the following: obesity concerns; water scarcity and quality; changes in the nonalcoholic beverages business environment; increased competition; inability to expand operations in developing and emerging markets; fluctuations in foreign currency exchange and interest rates; inability to maintain good relationships with our bottling partners; a deterioration in our bottling partners' financial condition; strikes or work stoppages (including at key manufacturing locations); increased cost of energy; increased cost, disruption of supply or shortage of raw materials; changes in laws and regulations relating to our business, including those regarding beverage containers and packaging; additional labeling or warning requirements; unfavorable economic and political conditions in international markets; changes in commercial and market practices within the European Economic Area; litigation or legal proceedings; adverse weather conditions; an inability to maintain brand image and product issues such as product recalls; changes in the legal and regulatory environment in various countries in which we operate; changes in accounting and taxation standards including an increase in tax rates; an inability to achieve our overall long-term goals; an inability to protect our information systems; future impairment charges; an inability to successfully manage our Company-owned bottling operations; and global or regional catastrophic events.

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

### **Revenue Recognition**

Our Company recognizes revenue when persuasive evidence of an arrangement exists, delivery of products has occurred, the sales price charged is fixed or determinable, and collectibility is reasonably assured. For our Company, this generally means that we recognize revenue when title to our products is transferred to our bottling partners, resellers or other customers. In particular, title usually transfers upon shipment to or receipt at our customers' locations, as determined by the specific sales terms of the transactions.

In addition, our customers can earn certain incentives, which are included in deductions from revenue, a component of net operating revenues in the consolidated statements of income. These incentives include, but are not limited to, cash discounts, funds for promotional and marketing activities, volume-based incentive programs and support for infrastructure programs (refer to the heading "Other Assets"). The aggregate deductions from revenue recorded by the Company in relation to these programs, including amortization expense on infrastructure initiatives, was approximately \$3.8 billion, \$3.7 billion and \$3.6 billion for the years ended December 31, 2006, 2005 and 2004, respectively.

### **Advertising Costs**

Our Company expenses production costs of print, radio, television and other advertisements as of the first date the advertisements take place. Advertising costs included in selling, general and administrative expenses were approximately \$2.6 billion, \$2.5 billion and \$2.2 billion for the years ended December 31, 2006, 2005 and 2004, respectively. As of December 31, 2006 and 2005, advertising and production costs of approximately \$214 million and \$170 million, respectively, were recorded in prepaid expenses and other assets and in noncurrent other assets in our consolidated balance sheets.

### **Stock-Based Compensation**

Our Company currently sponsors stock option plans and restricted stock award plans. Refer to Note 15. Prior to January 1, 2006, the Company accounted for these plans under the fair value recognition and measurement provisions of Statement of Financial Accounting Standards ("SFAS") No. 123, "Accounting for Stock-Based Compensation." Effective January 1, 2006, the Company adopted SFAS No. 123 (revised 2004), "Share Based Payment" ("SFAS No. 123(R)"). Our Company adopted SFAS No. 123(R) using the modified prospective method. Based on the terms of our plans, our Company did not have a cumulative effect related to our plans. The adoption of SFAS No. 123(R) did not have a material impact on our stock-based compensation expense for the year ended December 31, 2006. Further, we believe the adoption of SFAS No. 123(R) will not have a material impact on our Company's future stock-based compensation expense. The fair values of the stock awards are determined using an estimated expected life. The Company recognizes compensation expense on a straight-line basis over the period the award is earned by the employee.

Our equity method investees also adopted SFAS No. 123(R) effective January 1, 2006. Our proportionate share of the stock-based compensation expense resulting from the adoption of SFAS No. 123(R) by our equity method investees is recognized as a reduction of equity income. The adoption of SFAS No. 123(R) by our equity method investees did not have a material impact on our consolidated financial statements.

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

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

If gains or losses have been previously recognized on issuances of an equity method investee's stock and shares of the equity method investee are subsequently repurchased by the equity method investee, gain or loss recognition does not occur on issuances subsequent to the date of a repurchase until shares have been issued in an amount equivalent to the number of repurchased shares. This type of transaction is reflected as an equity transaction, and the net effect is reflected in our consolidated balance sheets. Refer to Note 4.

### **Income Taxes**

Income tax expense includes United States, state, local and international income taxes, plus a provision for U.S. taxes on undistributed earnings of foreign subsidiaries not deemed to be indefinitely reinvested. Deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the financial reporting and the tax basis of existing assets and liabilities. The tax rate used to determine the deferred tax assets and liabilities is the enacted tax rate for the year in which the differences are expected to reverse. Valuation allowances are recorded to reduce deferred tax assets to the amount that will more likely than not be realized. Refer to Note 17.

### **Net Income Per Share**

Basic net income per share is computed by dividing net income by the weighted average number of common shares outstanding during the reporting period. Diluted net income per share is computed similarly to basic net income per share except that it includes the potential dilution that could occur if dilutive securities were exercised. Approximately 175 million, 180 million and 151 million stock option awards were excluded from the computations of diluted net income per share in 2006, 2005 and 2004, respectively, because the awards would have been antidilutive for the periods presented.

### **Cash Equivalents**

We classify marketable securities that are highly liquid and have maturities of three months or less at the date of purchase as cash equivalents. We manage our exposure to counterparty credit risk through specific minimum credit standards, diversification of counterparties and procedures to monitor our credit risk concentrations.

### **Trade Accounts Receivable**

We record trade accounts receivable at net realizable value. This value includes an appropriate allowance for estimated uncollectible accounts to reflect any loss anticipated on the trade accounts receivable balances and charged to the provision for doubtful accounts. We calculate this allowance based on our history of write-offs, level of past-due accounts based on the contractual terms of the receivables, and our relationships with and the economic status of our bottling partners and customers.

Activity in the allowance for doubtful accounts was as follows (in millions):

Year Ended December 31,	2006	2005	2004
Balance, beginning of year	\$ 72	\$ 69	\$ 61
Net charges to costs and expenses	2	17	28
Write-offs	(12)	(12)	(19)
Other <sup>1</sup>	1	(2)	(1)
Balance, end of year	\$ 63	\$ 72	\$ 69

<sup>1</sup> Other includes acquisitions, divestitures and currency translation.

A significant portion of our net operating revenues is derived from sales of our products in international markets. Refer to Note 20. We also generate a significant portion of our net operating revenues by selling concentrates and syrups to bottlers in which we have a noncontrolling interest, including Coca-Cola Enterprises Inc. ("CCE"), Coca-Cola Hellenic Bottling Company S.A. ("Coca-Cola HBC"), Coca-Cola FEMSA, S.A.B. de C.V. ("Coca-Cola FEMSA") and Coca-Cola Amatil Limited ("Coca-Cola Amatil"). Refer to Note 3.

### Inventories

Inventories consist primarily of raw materials and packaging (which includes ingredients and supplies) and finished goods (which includes concentrates and syrups in our concentrate and foodservice operations, and finished beverages in our bottling and canning 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. Refer to Note 2.

### Recoverability of Equity Method and Cost Method Investments

Management periodically assesses the recoverability of our Company's equity method and cost method investments. For publicly traded investments, readily available quoted market prices are an indication of the fair value of our Company's investments. For nonpublicly traded investments, if an identified event or change in circumstances requires an impairment evaluation, management assesses fair value based on valuation methodologies, including discounted cash flows, estimates of sales proceeds and external appraisals, as appropriate. We consider the assumptions that we believe hypothetical marketplace participants would use in evaluating estimated future cash flows when employing the discounted cash flows and estimates of sales proceeds valuation methodologies. If an investment is considered to be impaired and the decline in value is other than temporary, we record a write-down.

### Other Assets

Our Company advances payments to certain customers for marketing to fund future activities intended to generate profitable volume, and we expense such payments over the applicable period. Advance payments are also made to certain customers for distribution rights. Additionally, our Company invests in infrastructure programs with our bottlers that are directed at strengthening our bottling system and increasing unit case volume. When facts and circumstances indicate that the carrying value of the assets may not be recoverable, management evaluates the recoverability of these assets by preparing estimates of sales volume, the resulting gross profit and cash flows. Costs of these programs are recorded in prepaid expenses and other assets and

noncurrent other assets and are being amortized over the remaining periods to be directly benefited, which range from 1 to 12 years. Amortization expense for infrastructure programs was approximately \$136 million, \$134 million and \$136 million for the years ended December 31, 2006, 2005 and 2004, respectively. Refer to heading "Revenue Recognition," above, and Note 3.

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

Property, plant and equipment are stated at cost. Repair and maintenance costs that do not improve service potential or extend economic life are expensed as incurred. Depreciation is recorded principally by the straight-line method over the estimated useful lives of our assets, which generally have the following ranges: buildings and improvements: 40 years or less; machinery and equipment: 15 years or less; containers: 10 years or less. Land is not depreciated, and construction in progress is not depreciated until ready for service and capitalized. Leasehold improvements are amortized using the straight-line method over the shorter of the remaining lease term, including renewals that are deemed to be reasonably assured, or the estimated useful life of the improvement. Depreciation expense totaled approximately \$763 million, \$752 million and \$715 million for the years ended December 31, 2006, 2005 and 2004, respectively. Amortization expense for leasehold improvements totaled approximately \$21 million, \$17 million and \$7 million for the years ended December 31, 2006, 2005 and 2004, respectively. Refer to Note 5.

Management assesses the recoverability of the carrying amount of property, plant and equipment if certain events or changes in circumstances indicate that the carrying value of such assets may not be recoverable, such as a significant decrease in market value of the assets or a significant change in the business conditions in a particular market. If we determine that the carrying value of an asset is not recoverable based on expected undiscounted future cash flows, excluding interest charges, we record an impairment loss equal to the excess of the carrying amount of the asset over its fair value.

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

In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets," we classify intangible assets into three categories: (1) intangible assets with definite lives subject to amortization, (2) intangible assets with indefinite lives not subject to amortization, and (3) goodwill. We test intangible assets with definite lives for impairment if conditions exist that indicate the carrying value may not be recoverable. Such conditions may include an economic downturn in a geographic market or a change in the assessment of future operations. We record an impairment charge when the carrying value of the definite lived intangible asset is not recoverable by the cash flows generated from the use of the asset.

Intangible assets with indefinite lives and goodwill are not amortized. We test these intangible assets and goodwill for impairment at least annually or more frequently if events or circumstances indicate that such intangible assets or goodwill might be impaired. Such tests for impairment are also required for intangible assets with indefinite lives and/or goodwill recorded by our equity method investees. All goodwill is assigned to reporting units, which are one level below our operating segments. Goodwill is assigned to the reporting unit that benefits from the synergies arising from each business combination. We perform our impairment tests of goodwill at our reporting unit level. Such impairment tests for goodwill include comparing the fair value of the respective reporting unit with its carrying value, including goodwill. We use a variety of methodologies in conducting these impairment tests, including discounted cash flow analyses with a number of scenarios, where applicable, that are weighted based on the probability of different outcomes. When appropriate, we consider the

assumptions that we believe hypothetical marketplace participants would use in estimating future cash flows. In addition, where applicable, an appropriate discount rate is used, based on the Company's cost of capital rate or location-specific economic factors. When the fair value is less than the carrying value of the intangible assets or the reporting unit, we record an impairment charge to reduce the carrying value of the assets to fair value. These impairment charges are generally recorded in the line item other operating charges or, to the extent they relate to equity method investees, as a reduction of equity income—net, in the consolidated statements of income.

Our Company determines the useful lives of our identifiable intangible assets after considering the specific facts and circumstances related to each intangible asset. Factors we consider when determining useful lives include the contractual term of any agreement, the history of the asset, the Company's long-term strategy for the use of the asset, any laws or other local regulations which could impact the useful life of the asset, and other economic factors, including competition and specific market conditions. Intangible assets that are deemed to have definite lives are amortized, generally on a straight-line basis, over their useful lives, ranging from 1 to 45 years. Intangible assets with definite lives have estimated remaining useful lives ranging from 1 to 35 years. Refer to Note 6.

#### **Derivative Financial Instruments**

Our Company accounts for derivative financial instruments in accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended by SFAS No. 137, "Accounting for Derivative Instruments and Hedging Activities—Deferral of the Effective Date of FASB Statement No. 133—an amendment of FASB Statement No. 133," SFAS No. 138, "Accounting for Certain Derivative Instruments and Certain Hedging Activities—an amendment of FASB Statement No. 133," and SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." We recognize all derivative instruments as either assets or liabilities at fair value in our consolidated balance sheets, with fair values of foreign currency derivatives estimated based on quoted market prices or pricing models using current market rates. Refer to Note 12.

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

Using appropriate actuarial methods and assumptions, our Company accounts for defined benefit pension plans in accordance with SFAS No. 87, "Employers' Accounting for Pensions," and we account for our nonpension postretirement benefits in accordance with SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions," as amended by SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)." Effective December 31, 2006 for our Company, SFAS No. 158 requires that previously unrecognized actuarial gains or losses, prior service costs or credits and transition obligations or assets be recognized generally through adjustments to accumulated other comprehensive income and credits to prepaid benefit cost or accrued benefit liability. As a result of these adjustments, the current funded status of defined benefit pension plans and other postretirement benefit plans is reflected in the Company's consolidated balance sheet as of December 31, 2006. Refer to Note 16.

Our equity method investees also adopted SFAS No. 158 effective December 31, 2006. Refer to Note 3 for the impact on our consolidated balance sheet resulting from the adoption of SFAS No. 158 by our equity method investees.



## Contingencies

Our Company is involved in various legal proceedings and tax matters. Due to their nature, such legal proceedings and tax matters involve inherent uncertainties including, but not limited to, court rulings, negotiations between affected parties and governmental actions. Management assesses the probability of loss for such contingencies and accrues a liability and/or discloses the relevant circumstances, as appropriate. Refer to Note 13.

## Business Combinations

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

## Recent Accounting Standards and Pronouncements

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115." SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value. Unrealized gains and losses on items for which the fair value option has been elected will be recognized in earnings at each subsequent reporting date. SFAS No. 159 is effective for our Company January 1, 2008. The Company is evaluating the impact that the adoption of SFAS No. 159 will have on our consolidated financial statements.

In September 2006, the Securities and Exchange Commission staff published Staff Accounting Bulletin ("SAB") No. 108, "Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements." SAB No. 108 addresses quantifying the financial statement effects of misstatements, specifically, how the effects of prior year uncorrected errors must be considered in quantifying misstatements in the current year financial statements. SAB No. 108 is effective for fiscal years ending after November 15, 2006. The adoption of SAB No. 108 by our Company in the fourth quarter of 2006 did not have a material impact on our consolidated financial statements.

As previously discussed, our Company adopted SFAS No. 158 related to defined benefit pension and other postretirement plans. Refer to Note 16.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements." SFAS No. 157 defines fair value, establishes a framework for measuring fair value and expands disclosure requirements about fair value measurements. SFAS No. 157 is effective for our Company January 1, 2008. We believe that the adoption of SFAS No. 157 will not have a material impact on our consolidated financial statements.

In July 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("Interpretation No. 48"). Interpretation No. 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with SFAS No. 109, "Accounting for Income Taxes." Interpretation No. 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Interpretation No. 48 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. For our Company, Interpretation No. 48 was effective beginning January 1, 2007, and the cumulative effect adjustment will be recorded in the first quarter of 2007. We believe that the adoption of Interpretation No. 48 will not have a material impact on our consolidated financial statements.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections, a replacement of Accounting Principles Board ("APB") Opinion No. 20 and FASB Statement No. 3." SFAS No. 154 requires

retrospective application to prior periods' financial statements of a voluntary change in accounting principle unless it is impracticable. APB Opinion No. 20, "Accounting Changes," previously required that most voluntary changes in accounting principle be recognized by including in net income of the period of the change the cumulative effect of changing to the new accounting principle. SFAS No. 154 became effective for our Company on January 1, 2006. The adoption of SFAS No. 154 did not have a material impact on our consolidated financial statements.

In December 2004, the FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29." SFAS No. 153 is based on the principle that exchanges of nonmonetary assets should be measured based on the fair value of the assets exchanged. APB Opinion No. 29, "Accounting for Nonmonetary Transactions," provided an exception to its basic measurement principle (fair value) for exchanges of similar productive assets. Under APB Opinion No. 29, an exchange of a productive asset for a similar productive asset was based on the recorded amount of the asset relinquished. SFAS No. 153 eliminates this exception and replaces it with an exception for exchanges of nonmonetary assets that do not have commercial substance. SFAS No. 153 became effective for our Company as of July 2, 2005, and did not have a material impact on our consolidated financial statements.

As previously discussed, our Company adopted SFAS No. 123(R) related to share based payments. Refer to Note 15.

During 2004, the FASB issued FASB Staff Position 106-2, "Accounting and Disclosure Requirements Related to the Medicare Prescription Drug, Improvement and Modernization Act of 2003" ("FSP 106-2"). FSP 106-2 relates to the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (the "Act"). The Act introduced a prescription drug benefit under Medicare known as Medicare Part D. The Act also established a federal subsidy to sponsors of retiree health care plans that provide a benefit that is at least actuarially equivalent to Medicare Part D. During the second quarter of 2004, our Company adopted the provisions of FSP 106-2 retroactive to January 1, 2004. The adoption of FSP 106-2 did not have a material impact on our consolidated financial statements. Refer to Note 16.

In November 2004, the FASB issued SFAS No. 151, "Inventory Costs, an amendment of Accounting Research Bulletin No. 43, Chapter 4." SFAS No. 151 requires that abnormal amounts of idle facility expense, freight, handling costs and wasted materials (spoilage) be recorded as current period charges and that the allocation of fixed production overheads to inventory be based on the normal capacity of the production facilities. The Company adopted SFAS No. 151 on January 1, 2006. The adoption of SFAS No. 151 did not have a material impact on our consolidated financial statements.

In October 2004, the American Jobs Creation Act of 2004 (the "Jobs Creation Act") was signed into law. The Jobs Creation Act includes a temporary incentive for U.S. multinationals to repatriate foreign earnings at an approximate 5.25 percent effective tax rate. Issued in December 2004, FASB Staff Position 109-2, "Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004" ("FSP 109-2"), indicated that the lack of clarification of certain provisions within the Jobs Creation Act and the timing of the enactment necessitated a practical exception to the SFAS No. 109, "Accounting for Income Taxes," requirement to reflect in the period of enactment the effect of a new tax law. Accordingly, enterprises were allowed time beyond 2004 to evaluate the effect of the Jobs Creation Act on their plans for reinvestment or repatriation of foreign earnings for purposes of applying SFAS No. 109. Accordingly, in 2005, the Company repatriated \$6.1 billion of its previously unremitted earnings and recorded an associated tax expense of approximately \$315 million. Refer to Note 17.

In 2004, our Company recorded an income tax benefit of approximately \$50 million as a result of the realization of certain tax credits related to certain provisions of the Jobs Creation Act not related to repatriation provisions. Refer to Note 17.

**NOTE 2: INVENTORIES**

Inventories consisted of the following (in millions):

December 31,	2006	2005
Raw materials and packaging	<b>\$ 923</b>	\$ 704
Finished goods	<b>548</b>	512
Other	<b>170</b>	163
Inventories	<b>\$ 1,641</b>	\$ 1,379

**NOTE 3: BOTTLING INVESTMENTS****Coca-Cola Enterprises Inc.**

CCE is a marketer, producer and distributor of bottle and can nonalcoholic beverages, operating in eight countries. As of December 31, 2006, our Company owned approximately 35 percent of the outstanding common stock of CCE. We account for our investment by the equity method of accounting and, therefore, our net income includes our proportionate share of income resulting from our investment in CCE. As of December 31, 2006, our proportionate share of the net assets of CCE exceeded our investment by approximately \$282 million. This difference is not amortized.

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

December 31,	2006	2005	2004
Current assets	<b>\$ 3,691</b>	\$ 3,395	
Noncurrent assets	<b>19,534</b>	21,962	
Total assets	<b>\$ 23,225</b>	\$ 25,357	
Current liabilities	<b>\$ 3,818</b>	\$ 3,846	
Noncurrent liabilities	<b>14,881</b>	15,868	
Total liabilities	<b>\$ 18,699</b>	\$ 19,714	
Shareowners' equity	<b>\$ 4,526</b>	\$ 5,643	
Company equity investment	<b>\$ 1,312</b>	\$ 1,731	
Year Ended December 31,	2006	2005	2004
Net operating revenues	<b>\$ 19,804</b>	\$ 18,743	\$ 18,190
Cost of goods sold	<b>11,986</b>	11,185	10,771
Gross profit	<b>\$ 7,818</b>	\$ 7,558	\$ 7,419
Operating (loss) income	<b>\$ (1,495)</b>	\$ 1,431	\$ 1,436
Net (loss) income	<b>\$ (1,143)</b>	\$ 514	\$ 596

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

Year Ended December 31,	2006	2005	2004
Concentrate, syrup and finished product sales to CCE	\$ 5,378	\$ 5,125	\$ 5,203
Syrup and finished product purchases from CCE	415	428	428
CCE purchases of sweeteners through our Company	274	275	309
Marketing payments made by us directly to CCE	514	482	609
Marketing payments made to third parties on behalf of CCE	113	136	104
Local media and marketing program reimbursements from CCE	279	245	246
Payments made to CCE for dispensing equipment repair services	74	70	63
Other payments — net	99	81	19

Syrup and finished product purchases from CCE represent purchases of fountain syrup in certain territories that have been resold by our Company to major customers and purchases of bottle and can products. Marketing payments made by us directly to CCE represent support of certain marketing activities and our participation with CCE in cooperative advertising and other marketing activities to promote the sale of Company trademark products within CCE territories. These programs are agreed to on an annual basis. Marketing payments made to third parties on behalf of CCE represent support of certain marketing activities and programs to promote the sale of Company trademark products within CCE's territories in conjunction with certain of CCE's customers. Pursuant to cooperative advertising and trade agreements with CCE, we received funds from CCE for local media and marketing program reimbursements. Payments made to CCE for dispensing equipment repair services represent reimbursement to CCE for its costs of parts and labor for repairs on cooler, dispensing, or post-mix equipment owned by us or our customers. The Other payments—net line in the table above represents payments made to and received from CCE that are individually not significant.

In 2006, our Company's equity income related to CCE decreased by approximately \$587 million, related to our proportionate share of certain items recorded by CCE. Our proportionate share of these items included approximately \$602 million resulting from the impact of an impairment charge recorded by CCE. CCE recorded a \$2.9 billion pretax (\$1.8 billion after tax) impairment of its North American franchise rights. The decline in the estimated fair value of CCE's North American franchise rights was the result of several factors, including but not limited to (1) CCE's revised outlook on 2007 raw material costs driven by significant increases in aluminum and high fructose corn syrup ("HFCS"); (2) a challenging marketplace environment with increased pricing pressures in several high-growth beverage categories; and (3) increased interest rates contributing to a higher discount rate and corresponding capital charge. Our proportionate share of CCE's charges also included approximately \$18 million due to restructuring charges recorded by CCE. These charges were partially offset by approximately \$33 million related to our proportionate share of changes in certain of CCE's state and Canadian federal and provincial tax rates. All of these charges and changes impacted our Bottling Investments operating segment.

In 2005, our equity income related to CCE was reduced by approximately \$33 million related to our proportionate share of certain charges and gains recorded by CCE. Our proportionate share of CCE's charges included an approximate \$51 million decrease to equity income, primarily related to the tax liability recorded by CCE in the fourth quarter of 2005 resulting from the repatriation of previously unremitted foreign earnings under the Jobs Creation Act and approximately \$18 million due to restructuring charges recorded by CCE. These restructuring charges were primarily related to workforce reductions associated with the reorganization of CCE's North American operations, changes in executive management and elimination of certain positions in

CCE's corporate headquarters. These charges were partially offset by an approximate \$37 million increase to equity income in the second quarter of 2005 resulting from CCE's HFCS lawsuit settlement proceeds and changes in certain of CCE's state and provincial tax rates. Refer to Note 18.

In the second quarter of 2004, our Company and CCE agreed to terminate the Sales Growth Initiative ("SGI") agreement and certain other marketing funding programs that were previously in place. Due to termination of these agreements, a significant portion of the cash payments to be made by us directly to CCE was eliminated prospectively. At the termination of these agreements, we agreed that the concentrate price that CCE pays us for sales made in the United States and Canada would be reduced. Total cash support paid by our Company under the SGI agreement prior to its termination was approximately \$58 million and approximately \$161 million for 2004 and 2003, respectively. These amounts are included in the line item marketing payments made by us directly to CCE in the table above.

In the second quarter of 2004, our Company and CCE agreed to establish a Global Marketing Fund, under which we expect to pay CCE \$62 million annually through December 31, 2014, as support for certain marketing activities. The term of the agreement will automatically be extended for successive 10-year periods thereafter unless either party gives written notice of termination of this agreement. The marketing activities to be funded under this agreement will be agreed upon each year as part of the annual joint planning process and will be incorporated into the annual marketing plans of both companies. We paid CCE a prorated amount of \$42 million for 2004. The prorated amount was determined based on the agreement date. These amounts are included in the line item marketing payments made by us directly to CCE in the table above.

Our Company previously entered into programs with CCE designed to help develop cold-drink infrastructure. Under these programs, our Company paid CCE for a portion of the cost of developing the infrastructure necessary to support accelerated placements of cold-drink equipment. These payments support a common objective of increased sales of Company trademarked beverages from increased availability and consumption in the cold-drink channel. In connection with these programs, CCE agreed to:

- (1) purchase and place specified numbers of Company-approved cold-drink equipment each year through 2010;
- (2) maintain the equipment in service, with certain exceptions, for a period of at least 12 years after placement;
- (3) maintain and stock the equipment in accordance with specified standards; and
- (4) annual reporting to our Company of minimum average annual unit case volume throughout the economic life of the equipment and other specified information.

CCE must achieve minimum average unit case volume for a 12-year period following the placement of equipment. These minimum average unit case volume levels ensure adequate gross profit from sales of concentrate to fully recover the capitalized costs plus a return on the Company's investment. Should CCE fail to purchase the specified numbers of cold-drink equipment for any calendar year through 2010, the parties agreed to mutually develop a reasonable solution. Should no mutually agreeable solution be developed, or in the event that CCE otherwise breaches any material obligation under the contracts and such breach is not remedied within a stated period, then CCE would be required to repay a portion of the support funding as determined by our Company. In the third quarter of 2004, our Company and CCE agreed to amend the contract to defer the placement of some equipment from 2004 and 2005, as previously agreed under the original contract, to 2009 and

2010. In connection with this amendment, CCE agreed to pay the Company approximately \$2 million in 2004, \$3 million annually in 2005 through 2008, and \$1 million in 2009. In 2005, our Company and CCE agreed to amend the contract for North America to move to a system of purchase and placement credits, whereby CCE earns credit toward its annual purchase and placement requirements based upon the type of equipment it purchases and places. The amended contract also provides that no breach by CCE will occur even if they do not achieve the required number of purchase and placement credits in any given year, so long as (1) the shortfall does not exceed 20 percent of the required purchase and placement credits for that year; (2) a compensating payment is made to our Company by CCE; (3) the shortfall is corrected in the following year; and (4) CCE meets all specified purchase and placement credit requirements by the end of 2010. The payments we made to CCE under these programs are recorded in prepaid expenses and other assets and in noncurrent other assets and amortized as deductions from revenues over the 10-year period following the placement of the equipment. Our carrying values for these infrastructure programs with CCE were approximately \$576 million and \$662 million as of December 31, 2006 and 2005, respectively. The Company has no further commitments under these programs.

In March 2004, the Company and CCE launched the Dasani water brand in Great Britain. The product was voluntarily recalled. During 2004, our Company reimbursed CCE \$32 million for product recall costs incurred by CCE.

Effective December 31, 2006, CCE adopted SFAS No. 158. Our proportionate share of the impact of CCE's adoption of SFAS No. 158 was an approximate \$132 million pretax (\$84 million after tax) reduction in both the carrying value of our investment in CCE and our accumulated other comprehensive income (loss) ("AOCI"). Refer to Note 10 and Note 16.

If valued at the December 31, 2006 quoted closing price of CCE shares, the fair value of our investment in CCE would have exceeded our carrying value by approximately \$2.1 billion.

#### **Other Equity Method Investments**

Our other equity method investments include our ownership interests in Coca-Cola HBC, Coca-Cola FEMSA and Coca-Cola Amatil. As of December 31, 2006, we owned approximately 23 percent, 32 percent and 32 percent, respectively, of these companies' common shares.

Operating results include our proportionate share of income (loss) from our equity method investments. As of December 31, 2006, our investment in our equity method investees in the aggregate, other than CCE, exceeded our proportionate share of the net assets of these equity method investees by approximately \$1,375 million. This difference is not amortized.

A summary of financial information for our equity method investees in the aggregate, other than CCE, is as follows (in millions):

December 31,	2006	2005	
Current assets	\$ 8,778	\$ 7,803	
Noncurrent assets	21,304	20,698	
<b>Total assets</b>	<b>\$ 30,082</b>	<b>\$ 28,501</b>	
Current liabilities	\$ 8,030	\$ 7,705	
Noncurrent liabilities	9,469	8,395	
<b>Total liabilities</b>	<b>\$ 17,499</b>	<b>\$ 16,100</b>	
Shareowners' equity	\$ 12,583	\$ 12,401	
Company equity investment	\$ 4,998	\$ 4,831	

Year Ended December 31,	2006	2005	2004
Net operating revenues	\$ 24,990	\$ 24,389	\$ 21,202
Cost of goods sold	14,717	14,141	12,132
<b>Gross profit</b>	<b>\$ 10,273</b>	<b>\$ 10,248</b>	<b>\$ 9,070</b>
Operating income	\$ 2,697	\$ 2,669	\$ 2,406
Net income (loss)	\$ 1,475	\$ 1,501	\$ 1,389
Net income (loss) available to common shareowners	\$ 1,455	\$ 1,477	\$ 1,364

Net sales to equity method investees other than CCE, the majority of which are located outside the United States, were approximately \$7.6 billion in 2006, \$7.4 billion in 2005 and \$5.2 billion in 2004. Total support payments, primarily marketing, made to equity method investees other than CCE were approximately \$512 million, \$475 million and \$442 million in 2006, 2005 and 2004, respectively.

In 2003, one of our Company's equity method investees, Coca-Cola FEMSA, consummated a merger with another of the Company's equity method investees, Panamerican Beverages, Inc. At the time of the merger, the Company and Fomento Economico Mexicano, S.A.B. de C.V. ("FEMSA"), the major shareowner of Coca-Cola FEMSA, reached an understanding under which this shareowner could purchase from our Company an amount of Coca-Cola FEMSA shares sufficient for this shareowner to regain majority ownership interest in Coca-Cola FEMSA. That understanding expired in May 2006; however, in the third quarter of 2006, the Company and the shareowner reached an agreement under which the Company would sell a number of shares representing 8 percent of the capital stock of Coca-Cola FEMSA to FEMSA. As a result of this sale, which occurred in the fourth quarter of 2006, the Company received cash proceeds of approximately \$427 million and realized a gain of approximately \$175 million, which was recorded in the consolidated statement of income line item other income (loss)—net and impacted the Corporate operating segment. Also as a result of this sale, our ownership interest in Coca-Cola FEMSA was reduced from approximately 40 percent to approximately 32 percent. Refer to Note 18.

In 2006, our Company sold a portion of our investment in Coca-Cola Icecek A.S. ("Coca-Cola Icecek"), an equity method investee bottler incorporated in Turkey, in an initial public offering. Our Company received cash proceeds of approximately \$198 million and realized a gain of approximately \$123 million, which was recorded in the consolidated statement of income line item other income (loss)—net and impacted the Corporate operating segment. As a result of this public offering, our Company's interest in Coca-Cola Icecek decreased from approximately 36 percent to approximately 20 percent. Refer to Note 18.

Our Company owns a 50 percent interest in Multon, a Russian juice business ("Multon"), which we acquired in April 2005 jointly with Coca-Cola HBC, for a total purchase price of approximately \$501 million, split equally between the Company and Coca-Cola HBC. Multon produces and distributes juice products under the Dobriy, Rich, Nico and other trademarks in Russia, Ukraine and Belarus. Equity income—net includes our proportionate share of Multon's net income beginning April 20, 2005. Refer to Note 19.

During the second quarter of 2004, the Company's equity income benefited by approximately \$37 million for its share of a favorable tax settlement related to Coca-Cola FEMSA.

In December 2004, the Company sold to an unrelated financial institution certain of its production assets that were previously leased to the Japanese supply chain management company (refer to discussion below). The assets were sold for approximately \$271 million, and the sale resulted in no gain or loss. The financial institution entered into a leasing arrangement with the Japanese supply chain management company. These assets were previously reported in our consolidated balance sheet line item property, plant and equipment—net and assigned to our North Asia, Eurasia and Middle East operating segment.

During 2004, our Company sold our bottling operations in Vietnam, Cambodia, Sri Lanka and Nepal to Coca-Cola Sabco (Pty) Ltd. ("Sabco") for a total consideration of \$29 million. In addition, Sabco assumed certain debts of these bottling operations. The proceeds from the sale of these bottlers were approximately equal to the carrying value of the investment.

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

Effective December 31, 2006, our equity method investees other than CCE also adopted SFAS No. 158. Our proportionate share of the impact of the adoption of SFAS No. 158 by our equity method investees other than CCE was an approximate \$18 million pretax (\$12 million after tax) reduction in the carrying value of our investments in those equity method investees and our AOCI. Refer to Note 10 and Note 16.

If valued at the December 31, 2006, quoted closing prices of shares actively traded on stock markets, the value of our equity method investments in publicly traded bottlers other than CCE would have exceeded our carrying value by approximately \$3.6 billion.



### Net Receivables and Dividends from Equity Method Investees

The total amount of net receivables due from equity method investees, including CCE, was approximately \$857 million and \$644 million as of December 31, 2006 and 2005, respectively. The total amount of dividends received from equity method investees, including CCE, was approximately \$226 million, \$234 million and \$145 million for the years ended December 31, 2006, 2005 and 2004, respectively.

### NOTE 4: ISSUANCES OF STOCK BY EQUITY METHOD INVESTEES

In 2006, our equity method investees did not issue any additional shares to third parties that resulted in our Company recording any noncash pretax gains.

In 2005, our Company recorded approximately \$23 million of noncash pretax gains on issuances of stock by equity method investees. We recorded deferred taxes of approximately \$8 million on these gains. These gains primarily related to an issuance of common stock by Coca-Cola Amatil, which was valued at an amount greater than the book value per share of our investment in Coca-Cola Amatil. Coca-Cola Amatil issued approximately 34 million shares of common stock with a fair value of \$5.78 each in connection with the acquisition of SPC Ardmona Pty. Ltd., an Australian packaged fruit company. This issuance of common stock reduced our ownership interest in the total outstanding shares of Coca-Cola Amatil from approximately 34 percent to approximately 32 percent.

In 2004, our Company recorded approximately \$24 million of noncash pretax gains on issuances of stock by CCE. The issuances primarily related to the exercise of CCE stock options by CCE employees at amounts greater than the book value per share of our investment in CCE. We recorded deferred taxes of approximately \$9 million on these gains. These issuances of stock reduced our ownership interest in the total outstanding shares of CCE from approximately 37 percent to approximately 36 percent.

### NOTE 5: PROPERTY, PLANT AND EQUIPMENT

The following table summarizes our property, plant and equipment (in millions):

December 31,	2006	2005
Land	\$ 495	\$ 447
Buildings and improvements	3,020	2,692
Machinery and equipment	7,333	6,271
Containers	556	468
Construction in progress	507	306
	<b>\$ 11,911</b>	<b>\$ 10,184</b>
Less accumulated depreciation	5,008	4,353
Property, plant and equipment — net	<b>\$ 6,903</b>	<b>\$ 5,831</b>

**NOTE 6: GOODWILL, TRADEMARKS AND OTHER INTANGIBLE ASSETS**

The following tables set forth information for intangible assets subject to amortization and for intangible assets not subject to amortization (in millions):

December 31,	2006	2005
<b>Amortized intangible assets (various, principally trademarks):</b>		
Gross carrying amount <sup>1</sup>	\$ 372	\$ 314
Less accumulated amortization	174	168
<b>Amortized intangible assets — net</b>	<b>\$ 198</b>	<b>\$ 146</b>
<b>Unamortized intangible assets:</b>		
Trademarks <sup>2</sup>	\$ 2,045	\$ 1,946
Goodwill <sup>3</sup>	1,403	1,047
Bottlers' franchise rights <sup>3</sup>	1,359	521
Other	130	161
<b>Unamortized intangible assets</b>	<b>\$ 4,937</b>	<b>\$ 3,675</b>

<sup>1</sup> The increase in 2006 is primarily related to business combinations and acquisitions of trademarks with definite lives totaling approximately \$75 million and the effect of translation adjustments, which were partially offset by impairment charges of approximately \$9 million and disposals. Refer to Note 19.

<sup>2</sup> The increase in 2006 is primarily related to business combinations and acquisitions of trademarks and brands totaling approximately \$118 million and the effect of translation adjustments, which were partially offset by impairment charges of approximately \$32 million. Refer to Note 19.

<sup>3</sup> The increase in 2006 is primarily related to the acquisition of Kerry Beverages Limited, TJC Holdings (Pty) Ltd. and Apollinaris GmbH, the consolidation of Brucephil, Inc., and the effect of translation adjustments. Refer to Note 19.

Total amortization expense for intangible assets subject to amortization was approximately \$18 million, \$29 million and \$35 million for the years ended December 31, 2006, 2005 and 2004, respectively.

Information about estimated amortization expense for intangible assets subject to amortization for the five years succeeding December 31, 2006, is as follows (in millions):

	Amortization Expense
2007	\$ 26
2008	24
2009	23
2010	22
2011	22

Goodwill by operating segment was as follows (in millions):

December 31,	2006	2005
Africa	\$ —	\$ —
East, South Asia and Pacific Rim	22	22
European Union	696	593
Latin America	119	82
North America	141	141
North Asia, Eurasia and Middle East	21	21
Bottling Investments	404	188
	<b>\$ 1,403</b>	<b>\$ 1,047</b>

In 2006, our Company recorded impairment charges of approximately \$41 million primarily related to trademarks for beverages sold in the Philippines and Indonesia. The Philippines and Indonesia are components of our East, South Asia and Pacific Rim operating segment. The amount of these impairment charges was determined by comparing the fair values of the intangible assets to their respective carrying values. The fair values were determined using discounted cash flow analyses. Because the fair values were less than the carrying values of the assets, we recorded impairment charges to reduce the carrying values of the assets to their respective fair values. These impairment charges were recorded in the line item other operating charges in the consolidated statement of income. Refer to Note 18.

In 2005, our Company recorded an impairment charge related to trademarks for beverages sold in the Philippines of approximately \$84 million. The carrying value of our trademarks in the Philippines, prior to the recording of the impairment charges in 2005, was approximately \$268 million. The impairment was the result of our revised outlook for the Philippines, which had been unfavorably impacted by declines in volume and income before income taxes resulting from the continued lack of an affordable package offering and the continued limited availability of these trademark beverages in the marketplace. We determined the amount of this impairment charge by comparing the fair value of the intangible assets to the carrying value. Fair values were derived using discounted cash flow analyses with a number of scenarios that were weighted based on the probability of different outcomes. Because the fair value was less than the carrying value of the assets, we recorded an impairment charge to reduce the carrying value of the assets to fair value. This impairment charge was recorded in the line item other operating charges in the consolidated statement of income.

**NOTE 7: ACCOUNTS PAYABLE AND ACCRUED EXPENSES**

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

December 31,	2006	2005
Other accrued expenses	<b>\$ 1,653</b>	\$ 1,413
Accrued marketing	<b>1,348</b>	1,268
Trade accounts payable	<b>929</b>	902
Accrued compensation	<b>550</b>	468
Sales, payroll and other taxes	<b>264</b>	215
Container deposits	<b>264</b>	209
Accrued streamlining costs	<b>47</b>	18
Accounts payable and accrued expenses	<b>\$ 5,055</b>	\$ 4,493

**NOTE 8: SHORT-TERM BORROWINGS AND CREDIT ARRANGEMENTS**

Loans and notes payable consist primarily of commercial paper issued in the United States and a liability to acquire the remaining approximate 59 percent of the outstanding stock of Coca-Cola Erfrischungsgetraenke AG ("CCEAG"). As of December 31, 2006, the Company owned approximately 41 percent of CCEAG's outstanding stock. In February 2002, the Company acquired control of CCEAG and agreed to put/call agreements with the other shareowners of CCEAG, which resulted in the recording of a liability to acquire the remaining shares in CCEAG. The present value of the total amount to be paid by our Company to all other CCEAG shareowners was approximately \$1,068 million at December 31, 2006, and approximately \$941 million at December 31, 2005. This amount increased from the initial liability of approximately \$600 million due to the accretion of the discounted value to the ultimate maturity of the liability and the translation adjustment related to this liability, partially offset by payments made to the other CCEAG shareowners during the term of the agreements. The accretion of the discounted value to its ultimate maturity value is recorded in the line item other income (loss)—net, and this amount was approximately \$58 million, \$60 million and \$58 million, respectively, for the years ended December 31, 2006, 2005 and 2004.

As of December 31, 2006 and 2005, we had approximately \$1,942 million and \$3,311 million, respectively, outstanding in commercial paper borrowings. Our weighted-average interest rates for commercial paper outstanding were approximately 5.2 percent and 4.2 percent per year at December 31, 2006 and 2005, respectively. In addition, we had \$1,952 million in lines of credit and other short-term credit facilities available as of December 31, 2006, of which approximately \$225 million was outstanding. The outstanding amount of approximately \$225 million was primarily related to our international operations. Included in the available credit facilities discussed above, the Company had \$1,150 million in lines of credit for general corporate purposes, including commercial paper backup. There were no borrowings under these lines of credit during 2006.

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

**NOTE 9: LONG-TERM DEBT**

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

December 31,	2006	2005
5 <sup>3</sup> / <sub>4</sub> % U.S. dollar notes due 2009	<b>\$ 399</b>	\$ 399
5 <sup>3</sup> / <sub>4</sub> % U.S. dollar notes due 2011	<b>499</b>	499
7 <sup>3</sup> / <sub>8</sub> % U.S. dollar notes due 2093	<b>116</b>	116
Other, due through 2014 <sup>1</sup>	<b>333</b>	168
	<b>\$ 1,347</b>	\$ 1,182
Less current portion	<b>33</b>	28
Long-term debt	<b>\$ 1,314</b>	\$ 1,154

<sup>1</sup> The weighted-average interest rate on outstanding balances was 6% for both the years ended December 31, 2006 and 2005.

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

The principal amount of our long-term debt that had fixed and variable interest rates, respectively, was \$1,346 million and \$1 million on December 31, 2006. The principal amount of our long-term debt that had fixed and variable interest rates, respectively, was \$1,181 million and \$1 million on December 31, 2005. The weighted-average interest rate on the outstanding balances of our Company's long-term debt was 6.0 percent for both the years ended December 31, 2006 and 2005.

Total interest paid was approximately \$212 million, \$233 million and \$188 million in 2006, 2005 and 2004, respectively. For a more detailed discussion of interest rate management, refer to Note 12.

Maturities of long-term debt for the five years succeeding December 31, 2006, are as follows (in millions):

	Maturities of Long-Term Debt
2007	\$ 33
2008	175
2009	436
2010	54
2011	522

**NOTE 10: COMPREHENSIVE INCOME**

AOCI, including our proportionate share of equity method investees' AOCI, consisted of the following (in millions):

December 31,	2006	2005
Foreign currency translation adjustment	\$ (984)	\$ (1,587)
Accumulated derivative net losses	(49)	(23)
Unrealized gain on available-for-sale securities	147	104
Adjustment to pension and other benefit liabilities	(405) <sup>1</sup>	(163)
<b>Accumulated other comprehensive income (loss)</b>	<b>\$ (1,291)</b>	<b>\$ (1,669)</b>

<sup>1</sup> Includes adjustment of \$(288) million, net of tax, relating to the initial adoption of SFAS No. 158. Refer to Note 16.

A summary of the components of other comprehensive income (loss), including our proportionate share of equity method investees' other comprehensive income (loss), for the years ended December 31, 2006, 2005 and 2004, is as follows (in millions):

	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2006</b>			
Net foreign currency translation adjustment	\$ 685	\$ (82)	\$ 603
Net loss on derivatives	(44)	18	(26)
Net change in unrealized gain on available-for-sale securities	53	(10)	43
Net change in pension liability, prior to adoption of SFAS No. 158	68	(22)	46
<b>Other comprehensive income (loss)</b>	<b>\$ 762</b>	<b>\$ (96)</b>	<b>\$ 666</b>

	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2005</b>			
Net foreign currency translation adjustment	\$ (440)	\$ 44	\$ (396)
Net gain on derivatives	94	(37)	57
Net change in unrealized gain on available-for-sale securities	20	(7)	13
Net change in pension liability, prior to adoption of SFAS No. 158	5	—	5
<b>Other comprehensive income (loss)</b>	<b>\$ (321)</b>	<b>\$ —</b>	<b>\$ (321)</b>

	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2004</b>			
Net foreign currency translation adjustment	\$ 766	\$ (101)	\$ 665
Net loss on derivatives	(4)	1	(3)
Net change in unrealized gain on available-for-sale securities	48	(9)	39
Net change in pension liability, prior to adoption of SFAS No. 158	(81)	27	(54)
<b>Other comprehensive income (loss)</b>	<b>\$ 729</b>	<b>\$ (82)</b>	<b>\$ 647</b>

**NOTE 11: FINANCIAL INSTRUMENTS**

**Certain Debt and Marketable Equity Securities**

Investments in debt and marketable equity securities, other than investments accounted for by the equity method, are categorized as trading, available-for-sale or held-to-maturity. Our marketable equity investments are categorized as trading or available-for-sale with their cost basis determined by the specific identification method. Trading securities are carried at fair value with realized and unrealized gains and losses included in net income. We record available-for-sale instruments at fair value, with unrealized gains and losses, net of deferred income taxes, reported as a component of AOCI. Debt securities categorized as held-to-maturity are stated at amortized cost.

As of December 31, 2006 and 2005, trading, available-for-sale and held-to-maturity securities consisted of the following (in millions):

	Cost	Gross Unrealized		Estimated Fair Value
		Gains	Losses	
<b>2006</b>				
Trading Securities:				
Equity securities	\$ 60	\$ 6	\$ —	\$ 66
Available-for-sale securities:				
Equity securities	\$ 240	\$ 219	\$ (1)	\$ 458
Other securities	13	—	—	13
	\$ 253	\$ 219	\$ (1)	\$ 471
Held-to-maturity securities:				
Bank and corporate debt	\$ 83	\$ —	\$ —	\$ 83
	Cost	Gross Unrealized		Estimated Fair Value
		Gains	Losses	
<b>2005</b>				
Trading Securities:				
Equity securities	\$ —	\$ —	\$ —	\$ —
Available-for-sale securities:				
Equity securities	\$ 138	\$ 167	\$ (2)	\$ 303
Other securities	13	—	—	13
	\$ 151	\$ 167	\$ (2)	\$ 316
Held-to-maturity securities:				
Bank and corporate debt	\$ 348	\$ —	\$ —	\$ 348

As of December 31, 2006 and 2005, these investments were included in the following captions (in millions):

	Trading Securities	Available-for-Sale Securities	Held-to-Maturity Securities
<b>2006</b>			
Cash and cash equivalents	\$ —	\$ —	\$ 82
Current marketable securities	66	83	1
Cost method investments, principally bottling companies	—	372	—
Other assets	—	16	—
	<b>\$ 66</b>	<b>\$ 471</b>	<b>\$ 83</b>
<b>2005</b>			
Cash and cash equivalents	\$ —	\$ —	\$ 346
Current marketable securities	—	64	2
Cost method investments, principally bottling companies	—	239	—
Other assets	—	13	—
	<b>\$ —</b>	<b>\$ 316</b>	<b>\$ 348</b>

The contractual maturities of these investments as of December 31, 2006, were as follows (in millions):

	Trading Securities		Available-for-Sale Securities		Held-to-Maturity Securities	
	Cost	Fair Value	Cost	Fair Value	Amortized Cost	Fair Value
2007	\$ —	\$ —	\$ —	\$ —	\$ 83	\$ 83
2008-2011	—	—	—	—	—	—
2012-2016	—	—	—	—	—	—
After 2016	—	—	13	13	—	—
Equity securities	60	66	240	458	—	—
	<b>\$ 60</b>	<b>\$ 66</b>	<b>\$ 253</b>	<b>\$ 471</b>	<b>\$ 83</b>	<b>\$ 83</b>

For the years ended December 31, 2006, 2005 and 2004, gross realized gains and losses on sales of trading and available-for-sale securities were not material. The cost of securities sold is based on the specific identification method.

#### Fair Value of Other Financial Instruments

The carrying amounts of cash and cash equivalents, receivables, accounts payable and accrued expenses, and loans and notes payable approximate their fair values because of the relatively short-term maturity of these instruments.

We estimate that the fair values of non-marketable cost method investments approximate their carrying amounts.



We carry our non-marketable cost method investments at cost or, if a decline in the value of the investment is deemed to be other than temporary, at fair value. Estimates of fair value are generally based upon discounted cash flow analyses.

We recognize all derivative instruments as either assets or liabilities at fair value in our consolidated balance sheets, with fair values estimated based on quoted market prices or pricing models using current market rates. Virtually all of our derivatives are straightforward, over-the-counter instruments with liquid markets. For further discussion of our derivatives, including a disclosure of derivative values, refer to Note 12.

The fair value of our long-term debt is estimated based on quoted prices for those or similar instruments. As of December 31, 2006, the carrying amounts and fair values of our long-term debt, including the current portion, were approximately \$1,347 million and approximately \$1,386 million, respectively. As of December 31, 2005, these carrying amounts and fair values were approximately \$1,182 million and approximately \$1,240 million, respectively.

#### **NOTE 12: HEDGING TRANSACTIONS AND DERIVATIVE FINANCIAL INSTRUMENTS**

When deemed appropriate our Company uses derivative financial instruments primarily to reduce our exposure to adverse fluctuations in interest rates and foreign currency exchange rates, commodity prices and other market risks. Derivative instruments used to manage fluctuations in commodity prices were not material to the consolidated financial statements for the three years ended December 31, 2006. The Company formally designates and documents the financial instrument as a hedge of a specific underlying exposure, as well as the risk management objectives and strategies for undertaking the hedge transactions. The Company formally assesses, both at the inception and at least quarterly thereafter, whether the financial instruments that are used in hedging transactions are effective at offsetting changes in either the fair value or cash flows of the related underlying exposure. Because of the high degree of effectiveness between the hedging instrument and the underlying exposure being hedged, fluctuations in the value of the derivative instruments are generally offset by changes in the fair values or cash flows of the underlying exposures being hedged. Any ineffective portion of a financial instrument's change in fair value is immediately recognized in earnings. Virtually all of our derivatives are straightforward over-the-counter instruments with liquid markets. Our Company does not enter into derivative financial instruments for trading purposes.

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

Our Company recognizes all derivative instruments as either assets or liabilities in our consolidated balance sheets at fair value. The accounting for changes in fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, further, on the type of hedging relationship. At the inception of the hedging relationship, the Company must designate the instrument as a fair value hedge, a cash flow hedge, or a hedge of a net investment in a foreign operation. This designation is based upon the exposure being hedged.

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

#### **Interest Rate Management**

Our Company monitors our mix of fixed-rate and variable-rate debt as well as our mix of term debt versus non-term debt. This monitoring includes a review of business and other financial risks. We also enter into interest rate swap agreements to manage our mix of fixed-rate and variable-rate debt. Interest rate swap agreements that meet certain conditions required under SFAS No. 133 for fair value hedges are accounted for as such, with the offset recorded to adjust the fair value of the underlying exposure being hedged. The Company had no outstanding interest rate swaps as of December 31, 2006 and 2005. The Company estimates the fair value of its interest rate derivatives based on quoted market prices. Any ineffective portion, which was not significant in 2006, 2005 or 2004, of the changes in the fair value of these instruments was immediately recognized in net income.

#### **Foreign Currency Management**

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

We enter into forward exchange contracts and purchase foreign currency options (principally euro and Japanese yen) and collars to hedge certain portions of forecasted cash flows denominated in foreign currencies. The effective portion of the changes in fair value for these contracts, which have been designated as cash flow hedges, was reported in AOCI and reclassified into earnings in the same financial statement line item and in the same period or periods during which the hedged transaction affects earnings. Any ineffective portion, which was not significant in 2006, 2005 or 2004, of the change in the fair value of these instruments was immediately recognized in net income.

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

The Company also enters into forward exchange contracts to hedge its net investment position in certain major currencies. Under SFAS No. 133, changes in the fair value of these instruments are recognized in foreign currency translation adjustment, a component of AOCI, to offset the change in the value of the net investment

being hedged. For the years ended December 31, 2006, 2005 and 2004, we recorded net gain (loss) in foreign currency translation adjustment of approximately \$3 million, \$(40) million and \$(8) million, respectively.

The following table presents the carrying values, fair values and maturities of the Company's foreign currency derivative instruments outstanding as of December 31, 2006 and 2005 (in millions):

	Carrying Values Assets/(Liabilities)	Fair Values Assets/(Liabilities)	Maturity
<b>2006</b>			
Forward contracts	\$ (21)	\$ (21)	2007-2008
Options and collars	18	18	2007
	\$ (3)	\$ (3)	
<b>2005</b>			
Forward contracts	\$ 28	\$ 28	2006
Options and collars	11	11	2006
	\$ 39	\$ 39	

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

#### Summary of AOCI

For the years ended December 31, 2006, 2005 and 2004, we recorded a net gain (loss) to AOCI of approximately \$(31) million, \$55 million and \$6 million, respectively, net of both income taxes and reclassifications to earnings, primarily related to gains and losses on foreign currency cash flow hedges. These items will generally offset cash flow gains and losses relating to the underlying exposures being hedged in future periods. The Company estimates that it will reclassify into earnings during the next 12 months losses of approximately \$11 million from the after-tax amount recorded in AOCI as of December 31, 2006, as the anticipated cash flows occur.

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

	Before-Tax Amount	Income Tax	After-Tax Amount
<b>2006</b>			
Accumulated derivative net gains as of January 1, 2006	\$ 35	\$ (14)	\$ 21
Net changes in fair value of derivatives	(38)	15	(23)
Net gains reclassified from AOCI into earnings	(13)	5	(8)
Accumulated derivative net losses as of December 31, 2006	\$ (16)	\$ 6	\$ (10)
<b>2005</b>			
Accumulated derivative net losses as of January 1, 2005	\$ (56)	\$ 22	\$ (34)
Net changes in fair value of derivatives	135	(53)	82
Net gains reclassified from AOCI into earnings	(44)	17	(27)
Accumulated derivative net gains as of December 31, 2005	\$ 35	\$ (14)	\$ 21
<b>2004</b>			
Accumulated derivative net losses as of January 1, 2004	\$ (66)	\$ 26	\$ (40)
Net changes in fair value of derivatives	(76)	30	(46)
Net losses reclassified from AOCI into earnings	86	(34)	52
Accumulated derivative net losses as of December 31, 2004	\$ (56)	\$ 22	\$ (34)

The Company did not discontinue any cash flow hedge relationships during the years ended December 31, 2006, 2005 and 2004.

#### NOTE 13: COMMITMENTS AND CONTINGENCIES

As of December 31, 2006, we were contingently liable for guarantees of indebtedness owed by third parties in the amount of approximately \$270 million. These guarantees primarily are related to third-party customers, bottlers and vendors and have arisen through the normal course of business. These guarantees have various terms, and none of these guarantees 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.

In December 2003, we granted a \$250 million standby line of credit to Coca-Cola FEMSA with normal market terms. This standby line of credit expired in December 2006.

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

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 any liability to the Company that may arise as a result of currently pending legal proceedings, including those discussed below, will not have a material adverse effect on the financial condition of the Company taken as a whole.

During the period from 1970 to 1981, our Company owned Aqua-Chem, Inc., now known as Cleaver-Brooks, Inc. ("Aqua-Chem"). A division of Aqua-Chem manufactured certain boilers that contained gaskets that Aqua-Chem purchased from outside suppliers. Several years after our Company sold this entity, Aqua-Chem received its first lawsuit relating to asbestos, a component of some of the gaskets. In September 2002, Aqua-Chem notified our Company that it believed we were obligated for certain costs and expenses associated with its asbestos litigations. Aqua-Chem demanded that our Company reimburse it for approximately \$10 million for out-of-pocket litigation-related expenses. Aqua-Chem also demanded that the Company acknowledge a continuing obligation to Aqua-Chem for any future liabilities and expenses that are excluded from coverage under the applicable insurance or for which there is no insurance. Our Company disputes Aqua-Chem's claims, and we believe we have no obligation to Aqua-Chem for any of its past, present or future liabilities, costs or expenses. Furthermore, we believe we have substantial legal and factual defenses to Aqua-Chem's claims. The parties entered into litigation to resolve this dispute, which was stayed by agreement of the parties pending the outcome of litigation filed in Wisconsin by certain insurers of Aqua-Chem. In that case, five plaintiff insurance companies filed a declaratory judgment action against Aqua-Chem, the Company and 16 defendant insurance companies seeking a determination of the parties' rights and liabilities under policies issued by the insurers and reimbursement for amounts paid by plaintiffs in excess of their obligations. That litigation remains pending, and the Company believes it has substantial legal and factual defenses to the insurers' claims. Aqua-Chem and the Company subsequently reached a settlement agreement with six of the insurers in the Wisconsin insurance coverage litigation, and those insurers will pay funds into an escrow account for payment of costs arising from the asbestos claims against Aqua-Chem. Aqua-Chem has also reached a settlement agreement with an additional insurer regarding payment of that insurer's policy proceeds for Aqua-Chem's asbestos claims. Aqua-Chem and the Company will continue to negotiate with the remaining insurers that are parties to the Wisconsin insurance coverage case and will litigate their claims against such insurers to the extent negotiations do not result in settlements. The Company also believes Aqua-Chem has substantial insurance coverage to pay Aqua-Chem's asbestos claimants.

The Company is discussing with the Competition Directorate of the European Commission (the "European Commission") issues relating to parallel trade within the European Union arising out of comments received by the European Commission from third parties. The Company is cooperating fully with the European Commission and is providing information on these issues and the measures taken and to be taken to address any issues raised. The Company is unable to predict at this time with any reasonable degree of certainty what action, if any, the European Commission will take with respect to these issues.

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

The Company is involved in various tax matters. We establish reserves at the time that we determine it is probable we will be liable to pay additional taxes related to certain matters and the amounts of such possible additional taxes are reasonably estimable. We adjust these reserves, including any impact on the related interest and penalties, in light of changing facts and circumstances, such as the progress of a tax audit. A number of years may elapse before a particular matter, for which we may have established a reserve, is audited and finally resolved or when a tax assessment is raised. The number of years with open tax audits varies depending on the tax jurisdiction. While it is often difficult to predict the final outcome or the timing of resolution of any particular tax matter, we record a reserve when we determine the likelihood of loss is probable and the amount of loss is reasonably estimable. Such liabilities are recorded in the line item accrued income taxes in the Company's consolidated balance sheets. Favorable resolution of tax matters that had been previously reserved would be recognized as a reduction to our income tax expense, when known.

The Company is also involved in various tax matters where we have determined that the probability of an unfavorable outcome is reasonably possible. Management believes that any liability to the Company that may arise as a result of currently pending tax matters will not have a material adverse effect on the financial condition of the Company taken as a whole.

#### NOTE 14: NET CHANGE IN OPERATING ASSETS AND LIABILITIES

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

Year Ended December 31,	2006	2005	2004
(Increase) in trade accounts receivable	\$ (214)	\$ (79)	\$ (5)
(Increase) in inventories	(150)	(79)	(57)
(Increase) decrease in prepaid expenses and other assets	(152)	244	(397)
Increase in accounts payable and accrued expenses	173	280	45
(Decrease) increase in accrued taxes	(68)	145	(194)
(Decrease) in other liabilities	(204)	(81)	(9)
	<b>\$ (615)</b>	<b>\$ 430</b>	<b>\$ (617)</b>

#### NOTE 15: STOCK COMPENSATION PLANS

Effective January 1, 2006, the Company adopted SFAS No. 123(R). Our Company adopted SFAS No. 123(R), using the modified prospective method. Based on the terms of our plans, our Company did not have a cumulative effect related to its plans. The adoption of SFAS No. 123(R) did not have a material impact on our stock-based compensation expense for the year ended December 31, 2006. Further, we believe the adoption of SFAS No. 123(R) will not have a material impact on our Company's future stock-based compensation expense. Prior to 2006, our Company accounted for stock option plans and restricted stock plans under the preferable fair value recognition provisions of SFAS No. 123.

Our total stock-based compensation expense was approximately \$324 million, \$324 million and \$345 million in 2006, 2005 and 2004, respectively. These amounts were recorded in selling, general and administrative expenses in 2006, 2005 and 2004, respectively. The total income tax benefit recognized in the income statement for share-based compensation arrangements was approximately \$93 million, \$90 million and \$92 million for 2006, 2005 and 2004, respectively. As of December 31, 2006, we had approximately \$376 million of total

unrecognized compensation cost related to nonvested share-based compensation arrangements granted under our plans. This cost is expected to be recognized as stock-based compensation expense over a weighted-average period of 1.7 years. This expected cost does not include the impact of any future stock-based compensation awards. Additionally, our equity method investees also adopted SFAS No. 123(R) effective January 1, 2006. Our proportionate share of the stock-based compensation expense resulting from the adoption of SFAS No. 123(R) by our equity method investees is recognized as a reduction to equity income. The adoption of SFAS No. 123(R) by our equity method investees did not have a material impact on our consolidated financial statements.

During 2005, the Company changed its estimated service period for retirement-eligible participants in its plans when the terms of their stock-based compensation awards provide for accelerated vesting upon early retirement. The full-year impact of this change in our estimated service period was approximately \$50 million for 2005.

### **Stock Option Plans**

Under our 1991 Stock Option Plan (the "1991 Option Plan"), a maximum of 120 million shares of our common stock was approved to be issued or transferred to certain officers and employees pursuant to stock options granted under the 1991 Option Plan. Options to purchase common stock under the 1991 Option Plan have been granted to Company employees at fair market value at the date of grant.

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

The 2002 Stock Option Plan (the "2002 Option Plan") was approved by shareowners in April 2002. An amendment to the 2002 Option Plan which permitted the issuance of stock appreciation rights was approved by shareowners in April 2003. Under the 2002 Option Plan, a maximum of 120 million shares of our common stock was approved to be issued or transferred to certain officers and employees pursuant to stock options and stock appreciation rights granted under the 2002 Option Plan. The stock appreciation rights permit the holder, upon surrendering all or part of the related stock option, to receive common stock in an amount up to 100 percent of the difference between the market price and the option price. No stock appreciation rights have been issued under the 2002 Option Plan as of December 31, 2006. Options to purchase common stock under the 2002 Option Plan have been granted to Company employees at fair market value at the date of grant.

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

The fair value of each option award is estimated on the date of the grant using a Black-Scholes-Merton option-pricing model that uses the assumptions noted in the following table. The expected term of the options granted represents the period of time that options granted are expected to be outstanding and is derived by

analyzing historic exercise behavior. Expected volatilities are based on implied volatilities from traded options on the Company's stock, historical volatility of the Company's stock, and other factors. The risk-free interest rate for the period matching the expected term of the option is based on the U.S. Treasury yield curve in effect at the time of the grant. The dividend yield is the calculated yield on the Company's stock at the time of the grant.

The following table sets forth information about the weighted-average fair value of options granted during the past three years and the weighted-average assumptions used for such grants:

	2006	2005	2004
Fair value of options at grant date	<b>\$ 8.16</b>	\$ 8.23	\$ 8.84
Dividend yields	<b>2.7%</b>	2.6%	2.5%
Expected volatility	<b>19.3%</b>	19.9%	23.0%
Risk-free interest rates	<b>4.5%</b>	4.3%	3.8%
Expected term of the option	<b>6 years</b>	6 years	6 years



A summary of stock option activity under all plans for the years ended December 31, 2006, 2005 and 2004, is as follows:

	Shares (In millions)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life	Aggregate Intrinsic Value (In millions)
<b>2006</b>				
Outstanding on January 1, 2006	203	\$ 48.50		
Granted <sup>1</sup>	2	41.65		
Exercised	(4)	44.53		
Forfeited/expired <sup>2</sup>	(15)	48.30		
Outstanding on December 31, 2006	186	\$ 48.52	8.1 years	\$ 502
Expected to vest at December 31, 2006	182	\$ 48.65	8.1 years	\$ 478
Exercisable on December 31, 2006	141	\$ 50.50	8.0 years	\$ 227
Shares available on December 31, 2006 for options that may be granted	64			
<b>2005</b>				
Outstanding on January 1, 2005	183	\$ 49.41		
Granted <sup>1</sup>	34	41.26		
Exercised	(7)	35.63		
Forfeited/expired <sup>2</sup>	(7)	49.11		
Outstanding on December 31, 2005	203	\$ 48.50	8.8 years	\$ 0
Exercisable on December 31, 2005	131	\$ 51.61	8.4 years	\$ 0
Shares available on December 31, 2005 for options that may be granted	58			
<b>2004</b>				
Outstanding on January 1, 2004	167	\$ 50.56		
Granted <sup>1</sup>	31	41.63		
Exercised	(5)	35.54		
Forfeited/expired <sup>2</sup>	(10)	51.64		
Outstanding on December 31, 2004	183	\$ 49.41	9.3 years	\$ 51
Exercisable on December 31, 2004	116	\$ 52.02	8.7 years	\$ 39
Shares available on December 31, 2004 for options that may be granted	85			

<sup>1</sup> No grants were made from the 1991 Option Plan during 2006, 2005 or 2004.

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

The total intrinsic value of the options exercised during the years ended December 31, 2006, 2005 and 2004, was \$11 million, \$49 million and \$67 million, respectively.

## Restricted Stock Award Plans

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

On December 31, 2006, approximately 31 million shares remain available for grant under the Restricted Stock Award Plans. Participants are entitled to vote and receive dividends on the shares and, under the 1983 Restricted Stock Award Plan, participants are reimbursed by our Company for income taxes imposed on the award, but not for taxes generated by the reimbursement payment. The shares are subject to certain transfer restrictions and may be forfeited if a participant leaves our Company for reasons other than retirement, disability or death, absent a change in control of our Company.

The following awards were outstanding and nonvested as of December 31, 2006:

- 382,700 shares of time-based restricted stock in which the restrictions lapse upon the achievement of continued employment over a specified period of time. An additional 31,000 shares were promised for employees based outside of the United States;
- 416,852 shares of performance-based restricted stock in which restrictions lapse upon the achievement of specific performance goals over a specified performance period; and
- 2,271,240 performance share unit ("PSU") awards which could result in a future grant of restricted stock after the achievement of specific performance goals over a specified performance period. Such awards are subject to adjustment based on the final performance relative to the goals, resulting in a minimum grant of no shares and a maximum grant of 3,370,860 shares.

### *Time-Based Restricted Stock Awards*

The following table summarizes information about time-based restricted stock awards:

	2006		2005		2004	
	Shares	Weighted-Average Grant-Date Fair Value	Shares	Weighted-Average Grant-Date Fair Value	Shares	Weighted-Average Grant-Date Fair Value
Nonvested on January 1	<b>422,700</b>	<b>\$ 36.31</b>	513,700	\$ 39.97	1,224,900	\$ 45.20
Granted <sup>1</sup>	—	—	9,000	41.80	140,000	48.97
Vested and released <sup>2</sup>	<b>(30,000)</b>	<b>58.48</b>	(100,000)	55.62	(296,800)	36.68
Cancelled/Forfeited	<b>(10,000)</b>	<b>21.91</b>	—	—	(554,400)	55.57
Nonvested on December 31	<b>382,700<sup>1</sup></b>	<b>\$ 34.95</b>	422,700 <sup>1</sup>	\$ 36.31	513,700	\$ 39.97

<sup>1</sup> In 2006, the Company promised to grant an additional 21,000 shares with a grant-date fair value of \$48.84 per share to an employee upon retirement. In 2005, the Company promised to grant an additional 10,000 shares to an employee with a grant-date fair value of \$42.84 per share upon completion of three years of service. These awards are similar to time-based restricted stock, including the payment of dividend equivalents, but were granted in this manner because the employees were based outside of the United States.

<sup>2</sup> The total fair value of time-based restricted shares vested and released during the years ended December 31, 2006, 2005 and 2004, was approximately \$1.3 million, \$4.3 million, and \$13.2 million, respectively. The grant date fair value is the quoted market value of the Company stock on the respective grant date.

In the third quarter of 2004, in connection with Douglas N. Daft's retirement, the Compensation Committee of the Board of Directors released to Mr. Daft 200,000 shares of restricted stock previously granted to him during the period from April 1992 to October 1998. The weighted average grant-date fair value was \$32.26 per share and the total fair value of shares released was approximately \$8.3 million. The terms of these grants provided that the restricted shares be released upon retirement after age 62 but not earlier than five years from the date of grant. The Compensation Committee determined to release the shares in recognition of Mr. Daft's 27 years of service to the Company and the fact that he would turn 62 in March 2005. Mr. Daft forfeited 500,000 shares of restricted stock granted to him in November 2000, since as of the date of his retirement, he had not held these shares for five years from the date of grant. In addition, Mr. Daft forfeited 1,000,000 shares of performance-based restricted stock, since Mr. Daft retired prior to the completion of the performance period.

### *Performance-Based Restricted Stock Awards*

In 2001, shareowners approved an amendment to the 1989 Restricted Stock Award Plan to allow for the grant of performance-based awards. These awards are released only upon the achievement of specific measurable performance criteria. These awards pay dividends during the performance period. The majority of awards have specific earnings per share targets for achievement. If the earnings per share targets are not met, the awards will be cancelled.

The following table summarizes information about performance-based restricted stock awards:

	2006		2005		2004	
	Shares	Weighted-Average Grant-Date Fair Value	Shares	Weighted-Average Grant-Date Fair Value	Shares	Weighted-Average Grant-Date Fair Value
Nonvested on January 1	713,000	\$ 47.37	713,000	\$ 47.75	2,507,720	\$ 47.93
Granted	224,000	43.66	50,000	42.40	—	—
PSU conversion <sup>1</sup>	123,852	42.07	—	—	—	—
Vested and released <sup>2</sup>	(50,000)	56.25	—	—	(110,000)	50.54
Cancelled/Forfeited	(594,000)	47.18	(50,000)	47.88	(1,684,720)	47.84
Nonvested on December 31	416,852	\$ 43.00	713,000	\$ 47.37	713,000	\$ 47.75

<sup>1</sup> Represents issuance of restricted stock to executives from conversion of previously granted performance share units due to their retirement during the year. The weighted-average grant-date fair value is based on the fair values of the performance share unit awards' grant-date fair values.

<sup>2</sup> The total fair value of performance-based restricted shares vested and released during the years ended December 31, 2006 and 2004, was approximately \$2.1 million and \$5.0 million, respectively. The grant-date fair value is the quoted market value of the Company stock on the respective grant date.

#### *Performance Share Unit Awards*

In 2003, the Company modified its use of performance-based awards and established a program to grant performance share unit awards under the 1989 Restricted Stock Award Plan to executives. The number of performance share units earned shall be determined at the end of each performance period, generally three years, based on performance criteria determined by the Board of Directors and may result in an award of restricted stock for U.S. participants and certain international participants at that time. The restricted stock may be granted to other international participants shortly before the fifth anniversary of the original award. Restrictions on such stock generally lapse on the fifth anniversary of the original award date. Generally, performance share unit awards are subject to the performance criteria of compound annual growth in earnings per share over the performance period, as adjusted for certain items approved by the Compensation Committee of the Board of Directors ("adjusted EPS"). The purpose of these adjustments is to ensure a consistent year to year comparison of the specified performance criteria. Performance share units do not pay dividends during the performance period. Accordingly, the fair value of these units is the quoted market value of the Company stock on the date of the grant less the present value of the expected dividends not received during the performance period.

Performance share unit Target Awards for the 2004-2006, 2005-2007 and 2006-2008 performance periods require adjusted EPS growth in line with our Company's internal projections over the performance periods. In the event adjusted EPS exceeds the target projection, additional shares up to the Maximum Award may be granted. In the event adjusted EPS falls below the target projection, a reduced number of shares as few as the Threshold Award may be granted. If adjusted EPS falls below the Threshold Award performance level, no shares will be granted. Performance share unit awards provide for cash equivalent payments to former executives who become ineligible for restricted stock grants due to certain events such as death, disability or termination.

Of the outstanding granted performance share unit awards as of December 31, 2006, 590,964; 787,576; and 820,700 awards are for the 2004-2006, 2005-2007 and 2006-2008 performance periods, respectively. In addition, 72,000 performance share unit awards, with predefined qualitative performance criteria and release criteria that differ from the program described above, were granted in 2004 and were outstanding as of December 31, 2006.

The following table summarizes information about performance share unit awards:

	2006		2005		2004	
	Share Units	Weighted-Average Grant-Date Fair Value	Share Units	Weighted-Average Grant-Date Fair Value	Share Units	Weighted-Average Grant-Date Fair Value
Outstanding on January 1	2,356,728	\$ 40.42	1,583,447	\$ 41.83	798,931	\$ 46.78
Granted	160,000	37.84	835,440	37.71	953,196	38.71
Converted to restricted stock <sup>1</sup>	(123,852)	42.07	—	—	—	—
Paid in cash equivalent <sup>2</sup>	(7,178)	41.87	—	—	—	—
Cancelled/Forfeited	(114,458)	43.45	(62,159)	40.06	(168,680)	47.62
Outstanding on December 31	2,271,240	\$ 39.99	2,356,728	\$ 40.42	1,583,447	\$ 41.83

1 Represents performance share units converted to restricted stock for certain executives prior to retirement. The vesting of this restricted stock is subject to certification of the applicable performance periods.

2 Represents share units that converted to cash equivalent payments to former executives who were ineligible for restricted stock grants due to certain events such as death, disability or termination.

December 31,	Number of Performance Share Units Outstanding		
	2006	2005	2004
Threshold Award	1,297,632	1,352,388	950,837
Target Award	2,271,240	2,356,728	1,583,447
Maximum Award	3,370,860	3,499,092	2,339,171

The Company recognizes compensation expense when it becomes probable that the performance criteria specified in the plan will be achieved. The compensation expense is recognized over the remaining performance period and is recorded in selling, general and administrative expenses.

#### NOTE 16: PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

Our Company sponsors and/or contributes to pension and postretirement health care and life insurance benefit plans covering substantially all U.S. employees. We also sponsor nonqualified, unfunded defined benefit pension plans for certain associates. In addition, our Company and its subsidiaries have various pension plans and other forms of postretirement arrangements outside the United States. We use a measurement date of December 31 for substantially all of our pension and postretirement benefit plans.

Effective December 31, 2006, the Company adopted SFAS No. 158, which required the recognition in pension obligations and AOCI of actuarial gains or losses, prior service costs or credits and transition assets or obligations that had previously been deferred under the reporting requirements of SFAS No. 87, SFAS No. 106 and SFAS No. 132(R). The following table reflects the effects of the adoption of SFAS No. 158 on our consolidated balance sheet as of December 31, 2006. SFAS No. 158 also impacted the reporting of equity method investees as described in Note 3.

December 31, 2006 (in millions)	Before Application of SFAS No. 158	Adjustments	After Application of SFAS No. 158
Equity method investments	\$ 6,460	\$ (150)	\$ 6,310
Other assets	2,776	(75)	2,701
Other intangible assets	1,699	(12)	1,687
Total assets	30,200	(237)	29,963
Other liabilities	2,039	192	2,231
Deferred income taxes	749	(141)	608
Total liabilities	12,992	51	13,043
Accumulated other comprehensive income	(1,003)	(288)	(1,291)
Total shareowners' equity	17,208	(288)	16,920
Total liabilities and shareowners' equity	30,200	(237)	29,963

Amounts recognized in AOCI consist of the following (in millions, pretax):

December 31,	Pension Benefits	Other Benefits
	2006	2006
Net actuarial loss (gain)	\$ 267	\$ 97
Prior service cost (credit)	37	(5)
	\$ 304	\$ 92

Amounts in AOCI expected to be recognized as components of net periodic pension cost in 2007 are as follows (in millions, pretax):

	Pension Benefits	Other Benefits
	2007	2007
Net actuarial loss (gain)	\$ 20	\$ 1
Prior service cost (credit)	6	—
	\$ 26	\$ 1

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

### Obligations and Funded Status

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

December 31,	Pension Benefits		Other Benefits	
	2006	2005	2006	2005
Benefit obligation at beginning of year <sup>1</sup>	\$ 2,806	\$ 2,592	\$ 787	\$ 801
Service cost	104	88	31	28
Interest cost	158	146	46	43
Foreign currency exchange rate changes	53	(56)	(1)	—
Amendments	4	2	—	—
Actuarial (gain) loss	(41)	186	(25)	(63)
Benefits paid <sup>2</sup>	(127)	(123)	(23)	(25)
Business combinations	95	—	10	—
Settlements	(10)	(28)	—	—
Curtailments	—	(7)	—	—
Other	3	6	3	3
Benefit obligation at end of year <sup>1</sup>	\$ 3,045	\$ 2,806	\$ 828	\$ 787

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

<sup>2</sup> Benefits paid from pension benefit plans during 2006 and 2005 included \$31 million and \$28 million, respectively, in payments related to unfunded pension plans that were paid from Company assets. All of the benefits paid from other benefit plans during 2006 and 2005 were paid from Company assets.

The accumulated benefit obligation for our pension plans was \$2,648 million and \$2,428 million at December 31, 2006 and 2005, respectively.

For pension plans with projected benefit obligations in excess of plan assets, the total projected benefit obligation and fair value of plan assets were \$1,339 million and \$642 million, respectively, as of December 31, 2006, and \$1,156 million and \$470 million, respectively, as of December 31, 2005. For pension plans with accumulated benefit obligations in excess of plan assets, the total accumulated benefit obligation and fair value of plan assets were \$852 million and \$278 million, respectively, as of December 31, 2006, and \$875 million and \$331 million, respectively, as of December 31, 2005.

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

December 31,	Pension Benefits		Other Benefits	
	2006	2005	2006	2005
Fair value of plan assets at beginning of year <sup>1</sup>	\$ 2,406	\$ 2,166	\$ 19	\$ 10
Actual return on plan assets	339	213	5	1
Employer contributions	94	161	224	8
Foreign currency exchange rate changes	36	(35)	—	—
Benefits paid	(96)	(95)	—	—
Business combinations	68	—	—	—
Other	(4)	(4)	—	—
Fair value of plan assets at end of year <sup>1</sup>	\$ 2,843	\$ 2,406	\$ 248	\$ 19

<sup>1</sup> Plan assets include 1.6 million shares of common stock of our Company with a fair value of \$77 million and \$65 million as of December 31, 2006 and 2005, respectively. Dividends received on common stock of our Company during 2006 and 2005 were \$2.0 million and \$1.8 million, respectively.

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

December 31,	Pension Benefits		Other Benefits	
	2006 <sup>1</sup>	2005	2006 <sup>1</sup>	2005
Funded status — plan assets less than benefit obligations	\$ (202)	\$ (400)	\$ (580)	\$ (768)
Unrecognized net actuarial loss	—	512	—	123
Unrecognized prior service cost (credit)	—	39	—	(6)
Fourth quarter contribution	3	—	—	—
Net prepaid asset (liability) recognized	\$ (199)	\$ 151	\$ (580)	\$ (651)
Prepaid benefit cost	\$ 494	\$ 581	\$ —	\$ —
Accrued benefit liability	(693)	(570)	(580)	(651)
Intangible asset	—	12	—	—
Accumulated other comprehensive income	—	128	—	—
Net prepaid asset (liability) recognized	\$ (199)	\$ 151	\$ (580)	\$ (651)

<sup>1</sup> Effective December 31, 2006, the Company adopted SFAS No. 158.



### Components of Net Periodic Benefit Cost

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

December 31,	Pension Benefits			Other Benefits		
	2006	2005	2004	2006	2005	2004
Service cost	\$ 104	\$ 88	\$ 82	\$ 31	\$ 28	\$ 27
Interest cost	158	146	136	46	43	44
Expected return on plan assets	(179)	(154)	(141)	(5)	(1)	—
Amortization of prior service cost (credit)	7	7	8	—	—	(1)
Recognized net actuarial loss	46	42	35	3	1	3
Net periodic benefit cost <sup>1</sup>	\$ 136	\$ 129	\$ 120	\$ 75	\$ 71	\$ 73

<sup>1</sup> During 2004, net periodic benefit cost for our other postretirement benefit plans was reduced by \$12 million due to our adoption of FSP 106-2. Refer to Note 1.

### Assumptions

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

December 31,	Pension Benefits		Other Benefits	
	2006	2005	2006	2005
Discount rate	5 <sup>3</sup> / <sub>4</sub> %	5 <sup>1</sup> / <sub>2</sub> %	6%	5 <sup>3</sup> / <sub>4</sub> %
Rate of increase in compensation levels	4 <sup>1</sup> / <sub>4</sub> %	4 <sup>1</sup> / <sub>4</sub> %	4 <sup>1</sup> / <sub>2</sub> %	4 <sup>1</sup> / <sub>2</sub> %

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

Year Ended December 31,	Pension Benefits			Other Benefits		
	2006	2005	2004	2006	2005	2004
Discount rate	5 <sup>1</sup> / <sub>2</sub> %	5 <sup>1</sup> / <sub>2</sub> %	6%	5 <sup>3</sup> / <sub>4</sub> %	6%	6 <sup>1</sup> / <sub>4</sub> %
Rate of increase in compensation levels	4 <sup>1</sup> / <sub>4</sub> %	4%	4 <sup>1</sup> / <sub>4</sub> %	4 <sup>1</sup> / <sub>2</sub> %	4 <sup>1</sup> / <sub>2</sub> %	4 <sup>1</sup> / <sub>2</sub> %
Expected long-term rate of return on plan assets	8%	8%	8%	8 <sup>1</sup> / <sub>2</sub> %	8 <sup>1</sup> / <sub>2</sub> %	8 <sup>1</sup> / <sub>2</sub> %

The assumed health care cost trend rates are as follows:

December 31,	2006	2005
Health care cost trend rate assumed for next year	9%	9%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	5%	5 <sup>1</sup> / <sub>4</sub> %
Year that the rate reaches the ultimate trend rate	2011	2010

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

	One Percentage Point Increase	One Percentage Point Decrease
Effect on accumulated postretirement benefit obligation as of December 31, 2006	\$ 117	\$ (95)
Effect on total of service cost and interest cost in 2006	\$ 15	\$ (12)

The discount rate assumptions used to account for pension and other postretirement benefit plans reflect the rates at which the benefit obligations could be effectively settled. These rates were determined using a cash flow matching technique whereby a hypothetical portfolio of high quality debt securities was constructed that mirrors the specific benefit obligations for each of our primary U.S. plans. The rate of compensation increase assumption is determined by the Company based upon annual reviews. We review external data and our own historical trends for health care costs to determine the health care cost trend rate assumptions.

### **Plan Assets**

#### *Pension Benefit Plans*

The following table sets forth the actual asset allocation and weighted-average target asset allocation for our U.S. and non-U.S. pension plan assets:

December 31,	2006	2005	Target Asset Allocation
Equity securities <sup>1</sup>	<b>62%</b>	63%	61%
Debt securities	<b>27</b>	24	29
Real estate and other <sup>2</sup>	<b>11</b>	13	10
<b>Total</b>	<b>100%</b>	100%	100%

<sup>1</sup> As of December 31, 2006 and 2005, 3 percent of total pension plan assets were invested in common stock of our Company.

<sup>2</sup> As of December 31, 2006 and 2005, 6 percent of total pension plan assets were invested in real estate.

Investment objectives for the Company's U.S. pension plan assets, which comprise 75 percent of total pension plan assets as of December 31, 2006, are to:

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

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

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

As of December 31, 2006, no investment manager was responsible for more than 10 percent of total U.S. plan assets. In addition, diversification requirements for each investment manager prevent a single security or other investment from exceeding 10 percent, at historical cost, of the individual manager's portfolio.

The expected long-term rate of return assumption for U.S. plan assets is based upon the target asset allocation and is determined using forward-looking assumptions in the context of historical returns and volatilities for each asset class, as well as correlations among asset classes. We evaluate the rate of return assumption on an annual basis. The expected long-term rate of return assumption used in computing 2006 net periodic pension cost for the U.S. plans was 8.5 percent. As of December 31, 2006, the 10-year annualized return on U.S. plan assets was 9.0 percent, the 15-year annualized return was 11.0 percent, and the annualized return since inception was 12.8 percent.

Plan assets for our pension plans outside the United States are insignificant on an individual plan basis.

#### *Other Benefit Plans*

Plan assets associated with other benefits represent funding of the primary U.S. postretirement benefit plans. In late 2006, we established and contributed \$216 million to a U.S. Voluntary Employee Beneficiary Association, a tax-qualified trust. As of December 31, 2006, the majority of these funds were held in short-term investments pending the implementation of long-term asset allocation strategies. While these assets will remain segregated from the primary U.S. pension master trust, the investment objectives, asset allocation targets and investment guidelines will be determined in a methodology similar to that applied to the U.S. pension plans described above.

### Cash Flows

Information about the expected cash flows for our pension and other postretirement benefit plans is as follows (in millions):

	Pension Benefits	Other Benefits
Expected employer contributions:		
2007	\$ 49	\$ —
Expected benefit payments <sup>1</sup> :		
2007	\$ 135	\$ 30
2008	133	33
2009	134	36
2010	145	39
2011	142	42
2012-2016	834	253

<sup>1</sup> The expected benefit payments for our other postretirement benefit plans are net of estimated federal subsidies expected to be received under the Medicare Prescription Drug, Improvement and Modernization Act of 2003. Federal subsidies are estimated to range from \$2 million to \$3 million in 2007 to 2011 and are estimated to be \$23 million for the period 2012-2016.

### Defined Contribution Plans

Our Company sponsors a qualified defined contribution plan covering substantially all U.S. employees. Under this plan, we match 100 percent of participants' contributions up to a maximum of 3 percent of compensation. Company contributions to the U.S. plan were approximately \$25 million, \$21 million and \$18 million in 2006, 2005 and 2004, respectively. We also sponsor defined contribution plans in certain locations outside the United States. Company contributions to those plans were approximately \$18 million, \$16 million and \$13 million in 2006, 2005 and 2004, respectively.

### NOTE 17: INCOME TAXES

Income before income taxes consisted of the following (in millions):

Year Ended December 31,	2006	2005	2004
United States	\$ 2,126	\$ 2,268	\$ 2,535
International	4,452	4,422	3,687
	<b>\$ 6,578</b>	<b>\$ 6,690</b>	<b>\$ 6,222</b>

Income tax expense (benefit) consisted of the following for the years ended December 31, 2006, 2005 and 2004 (in millions):

	United States	State and Local	International	Total
<b>2006</b>				
Current	\$ 608	\$ 47	\$ 878	\$ 1,533
Deferred	(20)	(22)	7	(35)
2005				
Current	\$ 873	\$ 188	\$ 845	\$ 1,906
Deferred	(72)	(25)	9	(88)
2004				
Current	\$ 350	\$ 64	\$ 799	\$ 1,213
Deferred	209	29	(76)	162

We made income tax payments of approximately \$1,601 million, \$1,676 million and \$1,500 million in 2006, 2005 and 2004, respectively.

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

Year Ended December 31,	2006	2005	2004
Statutory U.S. federal rate	35.0 %	35.0 %	35.0 %
State and local income taxes — net of federal benefit	0.7	1.2	1.0
Earnings in jurisdictions taxed at rates different from the statutory U.S. federal rate	(11.4) <sup>1</sup>	(12.1) <sup>5</sup>	(9.4) <sup>9,10</sup>
Equity income or loss	(0.6) <sup>2</sup>	(2.3)	(3.1) <sup>11</sup>
Other operating charges	0.6 <sup>3</sup>	0.46	(0.9) <sup>12</sup>
Other — net	(1.5) <sup>4</sup>	0.37	(0.5) <sup>13</sup>
Repatriation under the Jobs Creation Act	—	4.78	—
Effective rates	22.8 %	27.2 %	22.1 %

<sup>1</sup> Includes approximately \$24 million (or 0.4 percent) tax charge related to the resolution of certain tax matters in various international jurisdictions.

<sup>2</sup> Includes approximately 2.4 percent impact to our effective tax rate related to charges recorded by our equity method investees. Refer to Note 3 and Note 18.

<sup>3</sup> Includes the tax rate impact related to the impairment of assets and investments in our bottling operations, contract termination costs related to production capacity efficiencies and other restructuring charges. Refer to Note 18.

<sup>4</sup> Includes approximately 1.8 percent tax rate benefit related to the sale of a portion of our investment in Coca-Cola FEMSA and Coca-Cola Icecek. Refer to Note 3 and Note 18.

<sup>5</sup> Includes approximately \$29 million (or 0.4 percent) tax benefit related to the favorable resolution of certain tax matters in various international jurisdictions.

<sup>6</sup> Includes approximately \$4 million tax benefit related to the Philippines impairment charges. Refer to Note 6 and Note 18.

<sup>7</sup> Includes approximately \$72 million (or 1.1 percent) tax benefit related to the favorable resolution of certain domestic tax matters.

<sup>8</sup> Related to repatriation of approximately \$6.1 billion of previously unremitted foreign earnings under the Jobs Creation Act, resulting in a tax provision of approximately \$315 million.

- 9 Includes approximately \$92 million (or 1.4 percent) tax benefit related to the favorable resolution of certain tax matters in various international jurisdictions.
- 10 Includes a tax charge of approximately \$75 million (or 1.2 percent) related to the recording of a valuation allowance on various deferred tax assets recorded in Germany.
- 11 Includes an approximate \$50 million (or 0.8 percent) tax benefit related to the realization of certain foreign tax credits per provisions of the Jobs Creation Act.
- 12 Includes a tax benefit of approximately \$171 million primarily related to impairment of franchise rights at CCEAG and certain manufacturing investments. Refer to Note 18.
- 13 Includes an approximate \$36 million (or 0.6 percent) tax benefit related to the favorable resolution of various domestic tax matters.

Our effective tax rate reflects the tax benefits from having significant operations outside the United States that are taxed at rates lower than the statutory U.S. rate of 35 percent. During 2006, the Company had several subsidiaries that benefited from various tax incentive grants. The terms of these grants range from 2010 to 2018. The Company expects each of the grants to be renewed indefinitely. The grants did not have a material effect on the results of operations for the years ended December 31, 2006, 2005 or 2004.

Undistributed earnings of the Company's foreign subsidiaries amounted to approximately \$7.7 billion at December 31, 2006. Those earnings are considered to be indefinitely reinvested and, accordingly, no U.S. federal and state income taxes have been provided thereon. Upon distribution of those earnings in the form of dividends or otherwise, the Company would be subject to both U.S. income taxes (subject to an adjustment for foreign tax credits) and withholding taxes payable to the various foreign countries. Determination of the amount of unrecognized deferred U.S. income tax liability is not practical because of the complexities associated with its hypothetical calculation; however, unrecognized foreign tax credits would be available to reduce a portion of the U.S. tax liability.

As discussed in Note 1, the Jobs Creation Act was enacted in October 2004. One of the provisions provides a one-time benefit related to foreign tax credits generated by equity investments in prior years. The Company recorded an income tax benefit of approximately \$50 million as a result of this law change in 2004. The Jobs Creation Act also included a temporary incentive for U.S. multinationals to repatriate foreign earnings at an approximate 5.25 percent effective tax rate. During the first quarter of 2005, the Company decided to repatriate approximately \$2.5 billion in previously unremitted foreign earnings. Therefore, the Company recorded a provision for taxes on such previously unremitted foreign earnings of approximately \$152 million in the first quarter of 2005. During 2005, the United States Internal Revenue Service and the United States Department of Treasury issued additional guidance related to the Jobs Creation Act. As a result of this guidance, the Company reduced the accrued taxes previously provided on such unremitted earnings by \$25 million in the second quarter of 2005. During the fourth quarter of 2005, the Company repatriated an additional \$3.6 billion, with an associated tax liability of approximately \$188 million. Therefore, the total previously unremitted earnings that were repatriated during the full year of 2005 was \$6.1 billion with an associated tax liability of approximately \$315 million. This liability was recorded in 2005 as federal and state and local tax expenses in the amount of \$301 million and \$14 million, respectively.

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

December 31,	2006	2005
<b>Deferred tax assets:</b>		
Property, plant and equipment	\$ 58	\$ 60
Trademarks and other intangible assets	75	64
Equity method investments (including translation adjustment)	354	445
Other liabilities	190	200
Benefit plans	866	649
Net operating/capital loss carryforwards	593	750
Other	224	295
<hr/>		
Gross deferred tax assets	2,360	2,463
Valuation allowances	(678)	(786)
<hr/>		
Total deferred tax assets <sup>1,2</sup>	\$ 1,682	\$ 1,677
<hr/>		
<b>Deferred tax liabilities:</b>		
Property, plant and equipment	\$ (630)	\$ (641)
Trademarks and other intangible assets	(504)	(278)
Equity method investments (including translation adjustment)	(622)	(674)
Other liabilities	(82)	(80)
Other	(200)	(170)
<hr/>		
Total deferred tax liabilities <sup>3</sup>	\$ (2,038)	\$ (1,843)
<hr/>		
Net deferred tax liabilities	\$ (356)	\$ (166)

<sup>1</sup> Noncurrent deferred tax assets of \$168 million and \$192 million were included in the consolidated balance sheets line item other assets at December 31, 2006 and 2005, respectively.

<sup>2</sup> Current deferred tax assets of \$117 million and \$153 million were included in the consolidated balance sheets line item prepaid expenses and other assets at December 31, 2006 and 2005, respectively.

<sup>3</sup> Current deferred tax liabilities of \$33 million and \$159 million were included in the consolidated balance sheets line item accounts payable and accrued expenses at December 31, 2006 and 2005, respectively.

As of December 31, 2006 and 2005, we had approximately \$93 million of net deferred tax liabilities and \$116 million of net deferred tax assets, respectively, located in countries outside the United States.

As of December 31, 2006, we had approximately \$2,324 million of loss carryforwards available to reduce future taxable income. Loss carryforwards of approximately \$373 million must be utilized within the next five years; \$91 million must be utilized within the next 10 years; and the remainder can be utilized over a period greater than 10 years.

An analysis of our deferred tax asset valuation allowances is as follows (in millions):

Year Ended December 31,	2006	2005	2004
Balance, beginning of year	\$ 786	\$ 854	\$ 630
Additions	50	43	291
Deductions	(158)	(111)	(67)
Balance, end of year	\$ 678	\$ 786	\$ 854

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. In 2006, the Company recognized a net decrease in its valuation allowances of \$108 million. This decrease was primarily related to the reversal of valuation allowances that covered certain deferred tax assets recorded on capital loss carryforwards. A portion of the capital loss carryforwards was utilized to offset taxable gains on the sale of a portion of the investments in Coca-Cola Icecek and Coca-Cola FEMSA. In 2005, the Company recognized a decrease in its valuation allowances of \$68 million. This decrease was primarily related to a change in tax rates which resulted in a reduction of certain deferred tax assets and corresponding valuation allowances. In 2004, the Company recognized an increase in its valuation allowances of \$224 million. This increase was primarily related to the recording of a valuation allowance on Germany's net operating losses, the recording of a valuation allowance on a deferred tax asset recorded on the basis difference in an equity investment and a change in the valuation allowance in India.

#### NOTE 18: SIGNIFICANT OPERATING AND NONOPERATING ITEMS

In 2006, our Company recorded charges of approximately \$606 million related to our proportionate share of charges recorded by our equity method investees. Of this amount, approximately \$602 million related to our proportionate share of an impairment charge recorded by CCE for its North American franchise rights. Our proportionate share of CCE's charges also included approximately \$18 million due to restructuring charges recorded by CCE. These charges were partially offset by approximately \$33 million related to our proportionate share of changes in certain of CCE's state and Canadian federal and provincial tax rates. The charges were recorded in the line item equity income—net in the consolidated statement of income. All of these charges and changes impacted our Bottling Investments operating segment. Refer to Note 3.

During 2006, our Company also recorded charges of approximately \$112 million, primarily related to the impairment of assets and investments in our bottling operations, approximately \$53 million for contract termination costs related to production capacity efficiencies and approximately \$24 million related to other restructuring costs. These charges impacted the Africa, the East, South Asia and Pacific Rim, the European Union, the North Asia, Eurasia and Middle East, the Bottling Investments and the Corporate operating segments. None of these charges was individually significant. Approximately \$4 million of these charges were recorded in the line item cost of goods sold and approximately \$185 million of these charges were recorded in the line item other operating charges in the consolidated statement of income. Refer to Note 20.



The Company made a \$100 million donation to The Coca-Cola Foundation in 2006, which resulted in a charge to the consolidated statement of income line item selling, general and administrative expenses and impacted the Corporate operating segment.

In 2006, the Company sold a portion of its Coca-Cola FEMSA shares to FEMSA and recorded a pretax gain of approximately \$175 million to the consolidated statement of income line item other income (loss)—net, which impacted the Corporate operating segment. Refer to Note 3.

The Company sold a portion of our investment in Coca-Cola Icecek in an initial public offering in 2006. Our Company received net cash proceeds of approximately \$198 million and realized a pretax gain of approximately \$123 million, which was recorded as other income (loss)—net in the consolidated statement of income and impacted the Corporate operating segment. Refer to Note 3.

In 2005, our Company received approximately \$109 million related to the settlement of a class action lawsuit concerning price-fixing in the sale of HFCS purchased by the Company during the years 1991 to 1995. Subsequent to the receipt of this settlement amount, the Company distributed approximately \$62 million to certain bottlers in North America. From 1991 to 1995, the Company purchased HFCS on behalf of these bottlers. Therefore, these bottlers were ultimately entitled to a portion of the proceeds of the settlement. Of the approximately \$62 million we distributed to certain bottlers in North America, approximately \$49 million was distributed to CCE. The Company's remaining share of the settlement was approximately \$47 million, which was recorded as a reduction of cost of goods sold and impacted the Corporate operating segment.

During 2005, we recorded approximately \$23 million of noncash pretax gains on the issuances of stock by equity method investees. Refer to Note 4.

The Company recorded approximately \$50 million of expense in 2005 as a result of a change in our estimated service period for the acceleration of certain stock-based compensation awards. Refer to Note 15.

Equity income in 2005 was reduced by approximately \$33 million for the Bottling Investments operating segment, primarily related to our proportionate share of the tax liability recorded by CCE resulting from its repatriation of previously unremitted foreign earnings under the Jobs Creation Act, as well as our proportionate share of restructuring charges. Those amounts were partially offset by our proportionate share of CCE's HFCS lawsuit settlement proceeds and changes in certain of CCE's state and provincial tax rates. Refer to Note 3.

Our Company recorded impairment charges during 2005 of approximately \$84 million related to certain trademarks for beverages sold in the Philippines and approximately \$1 million related to impairment of other assets. These impairment charges were recorded in the consolidated statement of income line item other operating charges.

During 2004, our Company's equity income benefited by approximately \$37 million for our proportionate share of a favorable tax settlement related to Coca-Cola FEMSA. Refer to Note 3.

In 2004, we recorded approximately \$24 million of noncash pretax gains on the issuances of stock by CCE. Refer to Note 4.

We recorded impairment charges during 2004 of approximately \$374 million, primarily related to the impairment of franchise rights at CCEAG and approximately \$18 million related to other assets. These impairment charges were recorded in the consolidated statement of income line item other operating charges.

We recorded additional impairment charges in 2004 of approximately \$88 million. These impairments primarily related to the write-downs of certain manufacturing investments and an intangible asset. As a result of operating losses, management prepared analyses of cash flows expected to result from the use of the assets and their eventual disposition. Because the sum of the undiscounted cash flows was less than the carrying value of such assets, we recorded an impairment charge to reduce the carrying value of the assets to fair value. These impairment charges were recorded in the consolidated statement of income line item other operating charges.

Also in 2004, our Company received a \$75 million insurance settlement related to the class action lawsuit that was settled in 2000. The Company donated \$75 million to The Coca-Cola Foundation in 2004.

#### **NOTE 19: ACQUISITIONS AND INVESTMENTS**

In December 2006, the Company entered into a purchase agreement with San Miguel Corporation and two of its subsidiaries (collectively, "SMC") to acquire all of the shares of capital stock of Coca-Cola Bottlers Philippines, Inc. ("CCBPI") held by SMC, representing 65 percent of all the issued and outstanding capital stock of CCBPI. CCBPI is the Company's authorized bottler in the Philippines. The transaction is subject to certain conditions. Upon the closing of this transaction, the Company will own 100 percent of the issued and outstanding capital stock of CCBPI. The total purchase price is expected to be approximately \$590 million, subject to adjustment based on the terms and conditions of the purchase agreement. The results of operations of CCBPI will be included in our consolidated financial statements from the date of the closing.

In December 2006, the Company and Coca-Cola FEMSA entered into an agreement to jointly acquire Jugos del Valle, S.A.B. de C.V., the second largest producer of packaged juices, nectars and fruit-flavored beverages in Mexico and the largest producer of such beverages in Brazil. The total purchase price is expected to be approximately \$380 million in cash plus the assumption of approximately \$90 million in debt. The transaction is subject to certain conditions, including required regulatory approvals.

During 2006, our Company's acquisition and investment activity, including the acquisition of trademarks, totaled approximately \$901 million. In the third quarter of 2006, our Company acquired a controlling shareholding interest in Kerry Beverages Limited ("KBL"). KBL was formed by the Company and the Kerry Group in 1993 and has a majority ownership in 11 joint ventures that manufacture and distribute Company products across nine provinces in China. KBL also has a minority interest in the joint venture bottler in Beijing. Subsequent to the acquisition, the Company changed KBL's name to Coca-Cola China Industries Limited ("CCCIL"). As a result of the transaction, the Company owns 89.5 percent of the outstanding shares of CCCIL, and we have agreed to purchase the remaining 10.5 percent by the end of 2008 at the same price per share as the initial purchase price plus interest. We have all voting and economic rights over the remaining shares. This transaction was accounted for as a business combination, and the results of CCCIL's operations have been included in the Company's consolidated financial statements since August 29, 2006. CCCIL is included in the Bottling Investments operating segment.

In the third quarter of 2006, our Company signed agreements with J. Bruce Llewellyn and Brucephil, Inc. ("Brucephil"), the parent company of The Philadelphia Coca-Cola Bottling Company, for the potential purchase of the remaining shares of Brucephil not currently owned by the Company. The agreements provide for the Company's purchase of the shares upon the election of Mr. Llewellyn or the election of the Company. Based on the terms of these agreements, the Company concluded that it must consolidate Brucephil under Interpretation No. 46(R). Brucephil's financial statements were consolidated effective September 29, 2006. Brucephil is included in our Bottling Investments operating segment.

Also in the third quarter of 2006, our Company acquired Apollinaris GmbH ("Apollinaris"). Apollinaris has been selling sparkling and still mineral water in Germany since 1862. This transaction was accounted for as a business combination, and the results of Apollinaris' operations have been included in the Company's consolidated financial statements since July 1, 2006. A portion of Apollinaris' business is included in the European Union operating segment, and the balance is included in the Bottling Investments operating segment.

The combined amount paid or to be paid to complete these third-quarter 2006 transactions totals approximately \$707 million. As a result of these transactions, the Company recorded approximately \$707 million of franchise rights, approximately \$74 million of trademarks and \$182 million of goodwill. These amounts reflect a preliminary allocation of the purchase price of the applicable transactions and are subject to refinement. The franchise rights and trademarks have been assigned an indefinite life.

In January 2006, our Company acquired a 100 percent interest in TJC Holdings (Pty) Ltd. ("TJC"), a bottling company in South Africa, from Chef Limited and Tom Cook Trust for cash consideration of approximately \$200 million. This transaction was accounted for as a business combination, with the results of TJC included in the Company's consolidated financial statements since the date of acquisition. TJC is included in our Bottling Investments operating segment. The Company allocated the purchase price, based on estimated fair values, to all of the assets and liabilities that we acquired. The amount of the purchase price allocated to property, plant and equipment was approximately \$21 million, franchise rights was approximately \$169 million and goodwill was approximately \$59 million. The franchise rights have been assigned an indefinite life.

Assuming the results of these businesses had been included in operations beginning on January 1, 2006, pro forma financial data would not be required due to immateriality.

During 2005, our Company's acquisition and investment activity totaled approximately \$637 million and included the acquisition of the German bottling company Bremer Erfrischungsgetraenke GmbH ("Bremer") for approximately \$160 million from InBev SA. This transaction was accounted for as a business combination, and the results of Bremer's operations have been included in the Company's consolidated financial statements beginning in September 2005. The Company recorded approximately \$54 million of property, plant and equipment, approximately \$85 million of franchise rights and approximately \$58 million of goodwill related to this acquisition. The franchise rights have been assigned an indefinite life, and the goodwill was allocated to the Germany and Nordic reporting unit within the European Union operating segment.

In August 2005, we completed the acquisition of the remaining 49 percent interest in the business of CCDA Waters L.L.C. ("CCDA") not previously owned by our Company. Our Company and Danone Waters of North America, Inc. ("DWNA") had formed CCDA in July 2002 for the production, marketing and distribution of DWNA's bottled spring and source water business in the United States. This transaction was accounted for as a business combination, and the consolidated results of CCDA's operations have been included in the Company's consolidated financial statements since July 2002. CCDA is included in our North America operating segment. In July 2005, the Company acquired Sucos Mais, a Brazilian juice company. The results of Sucos Mais have been included in our consolidated financial statements since July 2005.

Assuming the results of these businesses had been included in operations beginning on January 1, 2005, pro forma financial data would not be required due to immateriality.

On April 20, 2005, our Company and Coca-Cola HBC jointly acquired Multon for a total purchase price of approximately \$501 million, split equally between the Company and Coca-Cola HBC. The Company's

investment in Multon is accounted for under the equity method. Equity income—net includes our proportionate share of the results of Multon's operations beginning April 20, 2005.

During 2004, our Company's acquisition and investment activity totaled approximately \$267 million, primarily related to the purchase of trademarks, brands and related contractual rights in Latin America, none of which was individually significant.

#### **NOTE 20: OPERATING SEGMENTS**

During 2006, the Company made certain changes to its operating structure, primarily to establish a separate internal organization for its consolidated bottling operations and its unconsolidated bottling investments. This structure resulted in the reporting of a Bottling Investments operating segment, along with the six existing geographic operating segments and Corporate, beginning with the first quarter of 2006. Prior to this change in the operating structure, the financial results of the consolidated bottling operations and our proportionate share of the earnings of unconsolidated bottling operations had been generally included in the geographic operating segments in which they conducted business. As of December 31, 2006, our Company's operating structure consisted of the following operating segments: Africa; East, South Asia and Pacific Rim; European Union; Latin America; North America; North Asia, Eurasia and Middle East; Bottling Investments; and Corporate. Prior-year amounts have been reclassified to conform to the new operating structure described above.

#### **Segment Products and Services**

The business of our Company is nonalcoholic beverages. Our operating segments derive a majority of their revenues from the manufacture and sale of beverage concentrates and syrups and, in some cases, the sale of finished beverages.

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

Management evaluates the performance of our operating segments separately to individually monitor the different factors affecting financial performance. Our Company manages income taxes and financial costs, such as interest income and expense, on a global basis within the Corporate operating segment. We evaluate segment performance based on income or loss before income taxes.

Information about our Company's operations by operating segment for the years ended December 31, 2006, 2005 and 2004, is as follows (in millions):

	Africa	East, South Asia and Pacific Rim	European Union	Latin America	North America	North Asia, Eurasia and Middle East	Bottling Investments	Corporate	Eliminations	Consolidated
<b>2006</b>										
Net operating revenues:										
Third party	\$ 1,103	\$ 795	\$ 3,505	\$ 2,484	\$ 7,013	\$ 3,986 <sup>1</sup>	\$ 5,109	\$ 93	\$ —	\$ 24,088
Intersegment	37	77	859	132	16	137	89	—	(1,347)	—
Total net revenues	1,140	872	4,364	2,616	7,029	4,123	5,198	93	(1,347)	24,088
Operating income (loss)	424 <sup>2</sup>	358 <sup>2</sup>	2,254 <sup>2</sup>	1,438	1,683	1,557 <sup>2</sup>	182	(1,424) <sup>2,3</sup>	—	6,308
Interest income	—	—	—	—	—	—	—	193	—	193
Interest expense	—	—	—	—	—	—	—	220	—	220
Depreciation and amortization	16	13	100	25	361	55	278	90	—	938
Equity income — net	—	—	(4)	—	—	27	566	23	—	102
Income (loss) before income taxes	413 <sup>2</sup>	358 <sup>2</sup>	2,258 <sup>2</sup>	1,434	1,681	1,579 <sup>2</sup>	672. <sup>6</sup>	(1,212) <sup>2,3,4</sup>	—	6,578
Identifiable operating assets <sup>5,7</sup>	573	390	2,557	1,516	4,778	1,043	5,953	6,370	—	23,180
Investments <sup>8</sup>	—	—	24	—	2	428	6,276	53	—	6,783
Capital expenditures	37	10	93	44	421	129	418	255	—	1,407
<b>2005</b>										
Net operating revenues:										
Third party	\$ 1,107	\$ 719	\$ 4,104	\$ 2,064	\$ 6,676	\$ 4,089 <sup>1</sup>	\$ 4,262	\$ 83	\$ —	\$ 23,104
Intersegment	13	60	807	94	—	130	—	—	(1,104)	—
Total net revenues	1,120	779	4,911	2,158	6,676	4,219	4,262	83	(1,104)	23,104
Operating income (loss)	396 <sup>9</sup>	284 <sup>9,10</sup>	2,219 <sup>9</sup>	1,176 <sup>9</sup>	1,553 <sup>9</sup>	1,735 <sup>9</sup>	(37)	(1,241) <sup>9,11</sup>	—	6,085
Interest income	—	—	—	—	—	—	—	235	—	235
Interest expense	—	—	—	—	—	—	—	240	—	240
Depreciation and amortization	18	16	86	27	348	43	265	129	—	932
Equity income — net	—	—	—	—	—	20	624 <sup>12</sup>	36	—	680
Income (loss) before income taxes	382 <sup>9</sup>	283 <sup>9,10</sup>	2,225 <sup>9</sup>	1,175 <sup>9</sup>	1,549 <sup>9</sup>	1,748 <sup>9</sup>	590 <sup>12</sup>	(1,262) <sup>9,11,13</sup>	—	6,690
Identifiable operating assets <sup>5,7</sup>	561	339	2,183	1,324	4,645	987	3,842	8,624	—	22,505
Investments <sup>8</sup>	—	1	16	6	—	281	6,538	80	—	6,922
Capital expenditures	23	7	78	24	265	89	264	149	—	899
<b>2004</b>										
Net operating revenues:										
Third party	\$ 961	\$ 706	\$ 3,913	\$ 1,778	\$ 6,423	\$ 3,885 <sup>1</sup>	\$ 3,975	\$ 101	\$ —	\$ 21,742
Intersegment	10	109	773	69	—	96	—	—	(1,057)	—
Total net revenues	971	815	4,686	1,847	6,423	3,981	3,975	101	(1,057)	21,742
Operating income (loss)	336	439	2,126	1,053	1,606 <sup>14</sup>	1,671	(454) <sup>14</sup>	(1,079) <sup>14,15</sup>	—	5,698
Interest income	—	—	—	—	—	—	—	157	—	157
Interest expense	—	—	—	—	—	—	—	196	—	196
Depreciation and amortization	18	14	75	33	347	69	245	92	—	893
Equity income — net	—	—	—	—	—	—	580 <sup>16</sup>	41	—	621
Income (loss) before income taxes	322	440	2,125	1,059	1,615 <sup>14</sup>	1,667	131 <sup>14,16</sup>	(1,137) <sup>14,15,17</sup>	—	6,222
Identifiable operating assets <sup>5,7</sup>	575	360	2,300	1,202	4,728	939	4,144	10,941	—	25,189
Investments <sup>8</sup>	—	1	16	5	—	8	6,138	84	—	6,252
Capital expenditures	17	7	39	25	247	45	258	117	—	755

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

<sup>1</sup> Net operating revenues in Japan represented approximately 11 percent of total net operating revenues in 2006, 13 percent in 2005 and 14 percent in 2004.

- 2 Operating income (loss) and income (loss) before income taxes were reduced by approximately \$3 million for Africa, \$44 million for East, South Asia and Pacific Rim, \$36 million for the European Union, \$17 million for North Asia, Eurasia and Middle East, \$88 million for Bottling Investments and \$1 million for Corporate primarily due to asset impairments, contract termination costs related to production capacity efficiencies and other restructuring costs during 2006. Refer to Note 18.
- 3 Operating income (loss) and income (loss) before income taxes were reduced by \$100 million for Corporate as a result of a donation made to The Coca-Cola Foundation. Refer to Note 18.
- 4 Income (loss) before income taxes was increased by approximately \$298 million for Corporate as a result of net gains on the sale of Coca-Cola FEMSA shares and the sale of a portion of our investment in Coca-Cola Icecek in an initial public offering. Refer to Note 18.
- 5 Principally cash and cash equivalents, marketable securities, finance subsidiary receivables, goodwill, trademarks and other intangible assets and property, plant and equipment—net.
- 6 Equity income—net and income (loss) before income taxes were reduced by approximately \$587 million for Bottling Investments primarily related to our proportionate share of impairment and restructuring charges recorded by CCE which were partially offset by our proportionate share of changes in certain of CCE's state and Canadian federal and provincial tax rates (refer to Note 3) and by \$19 million due to our proportionate share of restructuring charges recorded by other equity method investees.
- 7 Property, plant and equipment—net in Germany represented approximately 19 percent of total property, plant and equipment—net in 2006, 19 percent in 2005 and 20 percent in 2004.
- 8 Principally equity and cost method investments in bottling companies.
- 9 Operating income (loss) and income (loss) before income taxes were reduced by approximately \$3 million for Africa, \$3 million for East, South Asia and Pacific Rim, \$3 million for the European Union, \$4 million for Latin America, \$12 million for North America, \$3 million for North Asia, Eurasia and Middle East, and \$22 million for Corporate as a result of accelerated amortization of stock-based compensation expense due to a change in our estimated service period for retirement-eligible participants. Refer to Note 15.
- 10 Operating income (loss) and income (loss) before income taxes were reduced by approximately \$85 million for East, South Asia and Pacific Rim related to the Philippines impairment charges. Refer to Note 18.
- 11 Operating income (loss) and income (loss) before income taxes benefited by approximately \$47 million for Corporate related to the settlement of a class action lawsuit related to HFCS purchases. Refer to Note 18.
- 12 Equity income—net and income (loss) before income taxes were reduced by approximately \$33 million for Bottling Investments primarily related to our proportionate share of the tax liability recorded as a result of CCE's repatriation of unremitted foreign earnings under the Jobs Creation Act and restructuring charges, offset by CCE's HFCS lawsuit settlement proceeds and changes in certain of CCE's state and provincial tax rates and by \$4 million due to our proportionate share of impairments of certain intangible assets and investments recorded by an equity method investee in the Philippines. Refer to Note 18.
- 13 Income (loss) before income taxes benefited by approximately \$23 million for Corporate due to noncash pretax gains on issuances of stock by Coca-Cola Amatil in connection with the acquisition of SPC Ardmona Pty. Ltd., an Australian fruit company. Refer to Note 4.
- 14 Operating income (loss) and income (loss) before income taxes were reduced by approximately \$18 million for North America, \$398 million for Bottling Investments and \$64 million for Corporate as a result of other operating charges recorded for asset impairments. Refer to Note 18.
- 15 Operating income (loss) and income (loss) before income taxes for Corporate were impacted as a result of the Company's receipt of a \$75 million insurance settlement related to the class action lawsuit settled in 2000. The Company subsequently donated \$75 million to The Coca-Cola Foundation.
- 16 Equity income—net and income (loss) before income taxes were increased by approximately \$37 million for Bottling Investments as a result of a favorable tax settlement related to Coca-Cola FEMSA. Refer to Note 3.
- 17 Income (loss) before income taxes was increased by approximately \$24 million for Corporate due to noncash pretax gains that were recognized on the issuances of stock by CCE. Refer to Note 4.

**Geographic Data** (in millions)

Year Ended December 31,	2006	2005	2004
Net operating revenues:			
United States	\$ 6,662	\$ 6,299	\$ 6,084
International	17,426	16,805	15,658
Net operating revenues	\$ 24,088	\$ 23,104	\$ 21,742
December 31,	2006	2005	2004
Property, plant and equipment—net:			
United States	\$ 2,607	\$ 2,309	\$ 2,371
International	4,296	3,522	3,720
Property, plant and equipment—net	\$ 6,903	\$ 5,831	\$ 6,091

**Five-Year Compound Growth Rates**

Five Years Ended December 31, 2006	Net Operating Revenues	Operating Income
Consolidated	6.8%	3.3%
Africa	11.7%	9.0%
East, South Asia and Pacific Rim	8.0%	2.8%
European Union	2.7%	9.5%
Latin America	5.4%	5.0%
North America	4.8%	3.2%
North Asia, Eurasia and Middle East	(0.6)%	1.2%
Bottling Investments	28.6%	*
Corporate	*	*

\* Calculation is not meaningful.

**NOTE 21: SUBSEQUENT EVENTS**

On January 8, 2007, our Company sold substantially all of our interest in Vonpar Refrescos S.A. ("Vonpar"), a bottler headquartered in Brazil. Total proceeds from the sale were approximately \$238 million, and we recognized a gain on this sale of approximately \$71 million. Prior to this sale, our Company owned approximately 49 percent of Vonpar's outstanding common stock and accounted for the investment using the equity method.

On February 1, 2007, our Company entered into an agreement to purchase Fuze Beverage, LLC, maker of Fuze enhanced juices and teas in the U.S. The acquisition, which is subject to regulatory clearance and certain other terms and conditions, includes all Fuze Beverage, LLC brands, including the Vitalize, Refresh, Tea and Slenderize lines under the Fuze trademark, WaterPlus enhanced water products, and license rights to the NOS Energy Drink brands. If regulatory clearance is obtained, the transfer of ownership is expected to occur within the first quarter of 2007.

## REPORT OF MANAGEMENT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

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

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

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934 ("Exchange Act"). The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the consolidated financial statements. Our internal control over financial reporting is supported by a program of internal audits and appropriate reviews by management, written policies and guidelines, careful selection and training of qualified personnel and a written Code of Business Conduct adopted by our Company's Board of Directors, applicable to all Company Directors and all officers and employees of our Company and subsidiaries.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements and even when determined to be effective, can only provide reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The Audit Committee of our Company's Board of Directors, composed solely of Directors who are independent in accordance with the requirements of the New York Stock Exchange listing standards, the Exchange Act and the Company's Corporate Governance Guidelines, meets with the independent auditors, management and internal auditors periodically to discuss internal control over financial reporting and auditing and financial reporting matters. The Audit Committee reviews with the independent auditors the scope and results of the audit effort. The Audit Committee also meets periodically with the independent auditors and the chief internal auditor without management present to ensure that the independent auditors and the chief internal auditor have free access to the Audit Committee. Our Audit Committee's Report can be found in the Company's 2007 Proxy statement.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2006. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control—Integrated Framework*. During 2006, the Company acquired Kerry Beverages Limited (subsequently renamed Coca-Cola China Industries Limited), Apollinaris GmbH and TJC Holdings (Pty) Ltd. and began consolidating the operations of Brucephil, Inc. Refer to Note 19 of Notes to Consolidated Financial Statements for additional information regarding these events. Management has excluded these businesses from its evaluation of the effectiveness of the Company's internal control over financial reporting as of December 31, 2006. The net operating revenues attributable to these businesses represented approximately 1.6 percent of the Company's consolidated net operating revenues for the year ended December 31, 2006, and their aggregate total assets represented approximately 6.1 percent of the Company's consolidated total assets as of December 31, 2006. Based on our assessment, management believes that the Company maintained effective internal control over financial reporting as of December 31, 2006.

The Company's independent auditors, Ernst & Young LLP, a registered public accounting firm, are appointed by the Audit Committee of the Company's Board of Directors, subject to ratification by our Company's shareowners. Ernst & Young LLP have audited and reported on the consolidated financial statements of The Coca-Cola Company and subsidiaries, management's assessment of the effectiveness of the Company's internal control over financial reporting and the effectiveness of the Company's internal control over financial reporting. The reports of the independent auditors are contained in this annual report.



E. Neville Isdell  
Chairman, Board of Directors,  
and Chief Executive Officer  
February 20, 2007



Connie D. McDaniel  
Vice President  
and Controller  
February 20, 2007



Gary P. Fayard  
Executive Vice President  
and Chief Financial Officer  
February 20, 2007



**Report of Independent Registered Public Accounting Firm**

**Board of Directors and Shareowners**

***The Coca-Cola Company***

We have audited the accompanying consolidated balance sheets of The Coca-Cola Company and subsidiaries as of December 31, 2006 and 2005, and the related consolidated statements of income, shareowners' equity, and cash flows for each of the three years in the period ended December 31, 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of The Coca-Cola Company and subsidiaries at December 31, 2006 and 2005, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2006, in conformity with U.S. generally accepted accounting principles.

As discussed in Note 1 to the consolidated financial statements, in 2006 the Company adopted SFAS No. 158 related to defined benefit pension and other postretirement plans.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of The Coca-Cola Company and subsidiaries' internal control over financial reporting as of December 31, 2006, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 20, 2007, expressed an unqualified opinion thereon.

*Ernst + Young LLP*

Atlanta, Georgia  
February 20, 2007

**Report of Independent Registered Public Accounting Firm  
on Internal Control Over Financial Reporting**

**Board of Directors and Shareowners  
The Coca-Cola Company**

We have audited management's assessment, included in the accompanying Report of Management on Internal Control Over Financial Reporting, that The Coca-Cola Company and subsidiaries maintained effective internal control over financial reporting as of December 31, 2006, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). The Coca-Cola Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express an opinion on management's assessment and an opinion on the effectiveness of the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As indicated in the accompanying Report of Management on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Kerry Beverages Limited (subsequently renamed Coca-Cola China Industries Limited), Brucephil, Inc., Apollinaris GmbH and TJC Holdings (Pty) Ltd. which are included in the 2006 consolidated financial statements of The Coca-Cola Company and subsidiaries and constituted approximately 6.1 percent of the Company's consolidated total assets as of December 31, 2006 and approximately 1.6 percent of the Company's consolidated net operating revenues for the year then ended. Our audit of internal control over financial reporting of The Coca-Cola Company also did not include an evaluation of the internal control over financial reporting of Kerry Beverages Limited (subsequently renamed Coca-Cola China Industries Limited), Brucephil, Inc., Apollinaris GmbH and TJC Holdings (Pty) Ltd.

In our opinion, management's assessment that The Coca-Cola Company and subsidiaries maintained effective internal control over financial reporting as of December 31, 2006, is fairly stated, in all material respects, based on the COSO criteria. Also, in our opinion, The Coca-Cola Company and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2006, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of The Coca-Cola Company and subsidiaries as of December 31, 2006 and 2005, and the related consolidated statements of income, shareowners' equity, and cash flows for each of the three years in the period ended December 31, 2006, and our report dated February 20, 2007, expressed an unqualified opinion thereon.

*Ernst + Young LLP*

Atlanta, Georgia  
February 20, 2007

**Quarterly Data (Unaudited)**

Year Ended December 31,	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
(In millions, except per share data)					
<b>2006</b>					
Net operating revenues	\$ 5,226	\$ 6,476	\$ 6,454	\$ 5,932	\$ 24,088
Gross profit	3,500	4,366	4,189	3,869	15,924
Net income	1,106	1,836	1,460	678	5,080
Basic net income per share	\$ 0.47	\$ 0.78	\$ 0.62	\$ 0.29	\$ 2.16
Diluted net income per share	\$ 0.47	\$ 0.78	\$ 0.62	\$ 0.29	\$ 2.16
<b>2005</b>					
Net operating revenues	\$ 5,206	\$ 6,310	\$ 6,037	\$ 5,551	\$ 23,104
Gross profit	3,388	4,164	3,802	3,555	14,909
Net income	1,002	1,723	1,283	864	4,872
Basic net income per share	\$ 0.42	\$ 0.72	\$ 0.54	\$ 0.36	\$ 2.04
Diluted net income per share	\$ 0.42	\$ 0.72	\$ 0.54	\$ 0.36	\$ 2.04

Our reporting period ends on the Friday closest to the last day of the quarterly calendar period. Our fiscal year ends on December 31 regardless of the day of the week on which December 31 falls.

The Company's first quarter of 2006 results were impacted by one less shipping day as compared to the first quarter of 2005. Additionally, the Company recorded the following transactions which impacted results:

- Impairment charges totaling approximately \$42 million primarily related to the impairment of certain assets and investments in certain bottling operations in Asia. Refer to Note 18.
- Approximately \$3 million of charges primarily related to restructuring in East, South Asia and Pacific Rim. Refer to Note 18.
- An approximate \$9 million charge to equity income for our proportionate share of CCE's restructuring costs. Refer to Note 3.
- An income tax benefit of approximately \$7 million primarily related to asset impairment and restructuring charges in Asia. Refer to Note 17.
- Approximately \$10 million of income tax expense primarily related to increases in tax reserves. Refer to Note 17.

In the second quarter of 2006, the Company recorded the following transactions which impacted results:

- An approximate \$123 million net gain related to the sale of a portion of our investment in Coca-Cola Icecek in an initial public offering. This gain was recorded in the line item other income (loss) — net. Refer to Note 18.
- Charges totaling approximately \$31 million primarily related to costs associated with production capacity efficiencies and other restructuring costs in Asia and the European Union. Refer to Note 18.
- An approximate \$21 million benefit to equity income for our proportionate share of favorable changes in certain of CCE's state and Canadian federal and provincial tax rates. Refer to Note 3.
- Approximately \$22 million of income tax expense related to the anticipated future resolution of certain tax matters. Refer to Note 17.
- An income tax benefit of approximately \$14 million related to the sale of a portion of our investment in Coca-Cola Icecek. Refer to Note 17.

In the third quarter of 2006, the Company recorded the following transactions which impacted results:

- Approximately \$39 million of charges primarily related to the impairment of certain intangible assets and investments in certain bottling operations, costs to rationalize production and other restructuring costs in Africa, the European Union and Asia. Refer to Note 18.

- An approximate \$3 million charge to equity income — net for our proportionate share of items impacting investees. Refer to Note 3.
- An income tax benefit of approximately \$41 million related to the reversal of a tax valuation allowance due to the sale of a portion of our equity method investment in Coca-Cola FEMSA, partially offset by a charge for the anticipated future resolution of certain tax matters and a change in the tax rate applicable to a portion of the temporary difference between the book and tax basis of our investment in Coca-Cola FEMSA. Refer to Note 3.
- An income tax benefit of approximately \$12 million associated with impairment charges, costs to rationalize production and other restructuring costs. Refer to Note 17.

The Company's fourth quarter of 2006 results were impacted by one additional shipping day as compared to the fourth quarter of 2005. Additionally, the Company recorded the following transactions which impacted results:

- An approximate \$615 million charge to equity income related to the Company's proportionate share of CCE's impairment charges and restructuring charges recorded by other equity method investees, partially offset by changes in certain of CCE's state and Canadian federal and provincial tax rates. Refer to Note 3.
- Approximately \$74 million of charges primarily related to restructuring and asset impairments in East, South Asia and Pacific Rim and certain bottling operations and asset impairments in North Asia, Eurasia and Middle East. Refer to Note 18.
- A \$100 million donation made to The Coca-Cola Foundation.
- An approximate \$175 million net gain related to the sale of Coca-Cola FEMSA shares. This gain was recorded in the line item other income (loss) — net. Refer to Note 18.
- An income tax benefit of approximately \$10 million associated with restructuring costs and impairment charges. Refer to Note 17.
- An income tax benefit of approximately \$38 million associated with a donation made to The Coca-Cola Foundation.
- An income tax benefit of approximately \$37 million related to the reversal of previously accrued taxes resulting from the anticipated future resolution of certain tax matters. Refer to Note 17.
- An income tax benefit of approximately \$57 million associated with items impacting investees. Refer to Note 17.
- Approximately \$76 million of income tax expense associated with the gain on the sale of Coca-Cola FEMSA shares. Refer to Note 17.

In the first quarter of 2005, the Company recorded the following transactions which impacted results:

- A provision for taxes on unremitted foreign earnings of approximately \$152 million. Refer to Note 17.
- Approximately \$23 million of noncash pretax gains on issuances of stock by Coca-Cola Amatil in connection with the acquisition of SPC Ardmona Pty. Ltd., an Australian fruit company. Refer to Note 4.
- An income tax benefit of approximately \$56 million related to the reversal of previously accrued taxes resulting from favorable resolution of tax matters. Refer to Note 17.
- Approximately \$50 million of accelerated amortization of stock-based compensation expense related to a change in our estimated service period for retirement-eligible participants. Refer to Note 15.

In the second quarter of 2005, the Company recorded the following transactions which impacted results:

- The receipt of approximately \$42 million related to the settlement of a class action lawsuit concerning the purchase of HFCS. Refer to Note 18.
- An approximate \$21 million benefit to equity income for our proportionate share of CCE's HFCS lawsuit settlement. Refer to Note 3.
- An income tax benefit of approximately \$17 million related to the reversal of previously accrued taxes resulting from favorable resolution of tax matters. Refer to Note 17.

- An income tax benefit of approximately \$25 million as a result of additional guidance issued by the United States Internal Revenue Service and the United States Department of the Treasury related to the Jobs Creation Act. Refer to Note 17.

In the third quarter of 2005, the Company recorded the following transactions which impacted results:

- Approximately \$89 million of impairment charges primarily related to intangible assets (mainly trademark beverages sold in the Philippines market). Approximately \$85 million and \$4 million of these impairment charges are recorded in the line items other operating charges and equity income — net, respectively. Refer to Note 18.
- Approximately \$5 million of a noncash pretax charge to equity income — net due to our proportionate share of CCE's restructuring charges. Refer to Note 3.
- An income tax benefit of approximately \$18 million related to the reversal of previously accrued taxes resulting from favorable resolution of tax matters. Refer to Note 17.
- An income tax benefit of approximately \$4 million primarily related to the Philippines impairment charges. Refer to Note 17.

In the fourth quarter of 2005, the Company recorded the following transactions which impacted results:

- The receipt of approximately \$5 million related to the settlement of a class action lawsuit concerning the purchase of HFCS. Refer to Note 18.
- An approximate \$49 million reduction to equity income due to our proportionate share of CCE's tax expense related to repatriation of previously unremitted foreign earnings under the Jobs Creation Act and restructuring charges recorded by CCE, partially offset by changes in certain of CCE's state and provincial tax rates and additional proceeds from CCE's HFCS lawsuit settlement. Refer to Note 3.
- An income tax benefit of approximately \$10 million related to the reversal of previously accrued taxes resulting from favorable resolution of tax matters. Refer to Note 17.
- A provision for taxes on unremitted foreign earnings of approximately \$188 million. Refer to Note 17.

## ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

## ITEM 9A. CONTROLS AND PROCEDURES

The Company, under the supervision and with the participation of its management, including the Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of the design and operation of the Company's "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Securities Exchange Act 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 are effective in timely making known to them material information relating to the Company and the Company's consolidated subsidiaries required to be disclosed in the Company's reports filed or submitted under the Exchange Act.

The report called for by Item 308(a) of Regulation S-K is incorporated herein by reference to Report of Management on Internal Control Over Financial Reporting, included in Part II, "Item 8. Financial Statements and Supplementary Data" of this report. During 2006, the Company acquired Kerry Beverages Limited (subsequently renamed Coca-Cola China Industries Limited), Apollinaris GmbH and TJC Holdings (Pty) Ltd. and began consolidating the operations of Brucephil, Inc. Refer to Note 19 of Notes to Consolidated Financial Statements for additional information regarding these events. Management has excluded these businesses from its evaluation of the effectiveness of the Company's internal control over financial reporting as of December 31, 2006. The net operating revenues attributable to these businesses represented approximately 1.6 percent of the Company's consolidated net operating revenues for the year ended December 31, 2006, and their aggregate total assets represented approximately 6.1 percent of the Company's consolidated total assets as of December 31, 2006.

The attestation report called for by Item 308(b) of Regulation S-K is incorporated herein by reference to Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting, included in Part II, "Item 8. Financial Statements and Supplementary Data" of this report.

There has been no change in the Company's internal control over financial reporting during the quarter ended December 31, 2006 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## ITEM 9B. OTHER INFORMATION

Not applicable.

## PART III

### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information under the headings "Board of Directors," "Section 16(a) Beneficial Ownership Reporting Compliance," "Information About the Board of Directors and Corporate Governance—The Audit Committee" and "Information About the Board of Directors and Corporate Governance—The Board and Board Committees" in the Company's 2007 Proxy Statement is incorporated herein by reference. See Item X in Part I of this report for information regarding executive officers of the Company.

The Company has adopted a code of business conduct and ethics applicable to the Company's Directors, officers (including the Company's principal executive officer, principal financial officer and controller) and employees, known as the Code of Business Conduct. The Code of Business Conduct is available on the Company's website. In the event that we amend or waive any of the provisions of the Code of Business Conduct applicable to our principal executive officer, principal financial officer or controller that relates to any element of the code of ethics definition enumerated in Item 406(b) of Regulation S-K, we intend to disclose the same on the Company's website at [www.thecocacola.com](http://www.thecocacola.com).

On May 17, 2006, we filed with the New York Stock Exchange ("NYSE") the Annual CEO Certification regarding the Company's compliance with the NYSE's Corporate Governance listing standards as required by Section 303A-12(a) of the NYSE Listed Company Manual. In addition, the Company has filed as exhibits to this annual report and to the annual report on Form 10-K for the year ended December 31, 2005, the applicable certifications of its Chief Executive Officer and its Chief Financial Officer required under Section 302 of the Sarbanes-Oxley Act of 2002, regarding the quality of the Company's public disclosures.

### ITEM 11. EXECUTIVE COMPENSATION

The information under the headings "Information About the Board of Directors and Corporate Governance—Director Compensation" and the information under the principal headings "EXECUTIVE COMPENSATION," "REPORT OF THE COMPENSATION COMMITTEE," and "COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION" in the Company's 2007 Proxy Statement is incorporated herein by reference.

### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information under the principal heading "EQUITY COMPENSATION PLAN INFORMATION," and the information under the headings "Ownership of Equity Securities in the Company," "Principal Shareowners" and "Ownership of Securities in Investee Companies" in the Company's 2007 Proxy Statement is incorporated herein by reference.

### ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information under the headings "Information About the Board of Directors and Corporate Governance" and "Certain Related Person Transactions" and the information under the principal headings "COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION," and "CERTAIN INVESTEE COMPANIES" in the Company's 2007 Proxy Statement is incorporated herein by reference.

### ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information under the heading "Audit Fees and All Other Fees" in the Company's 2007 Proxy Statement is incorporated herein by reference.

## PART IV

### ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this report:

1. Financial Statements:

Consolidated Statements of Income—Years ended December 31, 2006, 2005 and 2004.

Consolidated Balance Sheets—December 31, 2006 and 2005.

Consolidated Statements of Cash Flows—Years ended December 31, 2006, 2005 and 2004.

Consolidated Statements of Shareowners' Equity—Years ended December 31, 2006, 2005 and 2004.

Notes to Consolidated Financial Statements.

Report of Independent Registered Public Accounting Firm.

Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting.

2. Financial Statement Schedules:

The schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions or are inapplicable and, therefore, have been omitted.

3. Exhibits

**Exhibit No.**

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- 2.1 Control and Profit and Loss Transfer Agreement, dated November 21, 2001, between Coca-Cola GmbH and Coca-Cola Erfrischungsgetraenke AG—incorporated herein by reference to Exhibit 2 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2002. (With regard to applicable cross-references in this report, the Company's Current, Quarterly and Annual Reports are filed with the SEC under File No. 1-2217.)
- 3.1 Certificate of Incorporation of the Company, including Amendment of Certificate of Incorporation, effective May 1, 1996—incorporated herein by reference to Exhibit 3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 1996.
- 3.2 By-Laws of the Company, as amended and restated through October 19, 2006—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report, filed October 20, 2006.
- 4.1 The Company agrees to furnish to the Securities and Exchange Commission, upon request, a copy of any instrument defining the rights of holders of long-term debt of the Company and all of its consolidated subsidiaries and unconsolidated subsidiaries for which financial statements are required to be filed with the SEC.
- 10.1.1 The Key Executive Retirement Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*
- 10.1.2 Third Amendment to the Key Executive Retirement Plan of the Company, dated as of July 9, 1998—incorporated herein by reference to Exhibit 10.1.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.1.3 Fourth Amendment to the Key Executive Retirement Plan of the Company, dated as of February 16, 1999—incorporated herein by reference to Exhibit 10.1.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.1.4 Fifth Amendment to the Key Executive Retirement Plan of the Company, dated as of January 25, 2000—incorporated herein by reference to Exhibit 10.1.4 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*



- 10.1.5 Amendment Number Six to the Key Executive Retirement Plan of the Company, dated as of February 27, 2003—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
- 10.1.6 Amendment Number Seven to the Key Executive Retirement Plan of the Company, dated July 28, 2004, effective as of June 1, 2004—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2004.\*
- 10.2 Supplemental Disability Plan of the Company, as amended and restated effective January 1, 2003—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.3 Performance Incentive Plan of the Company, as amended and restated December 13, 2006.\*
- 10.4 1991 Stock Option Plan of the Company, as amended and restated through December 13, 2006.\*
- 10.5 1999 Stock Option Plan of the Company, as amended and restated through December 13, 2006.\*
- 10.6.1 2002 Stock Option Plan of the Company, as amended and restated through December 13, 2006.\*
- 10.6.2 Form of Stock Option Agreement in connection with the 2002 Stock Option Plan, as amended—incorporated by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on December 8, 2004.\*
- 10.6.3 Form of Stock Option Agreement for E. Neville Isdell in connection with the 2002 Stock Option Plan, as amended—incorporated by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed February 23, 2005.\*
- 10.7 1983 Restricted Stock Award Plan of the Company, as amended through December 13, 2006.\*
- 10.8.1 1989 Restricted Stock Award Plan of the Company, as amended through December 13, 2006.\*
- 10.8.2 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 10.1 of the Company's Form 8-K Current Report filed April 19, 2005.\*
- 10.8.3 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with the 1989 Restricted Stock Award Plan of the Company, effective as of December 2005—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed December 14, 2005.\*
- 10.8.4 Form of Restricted Stock Agreement (Performance Share Unit Agreement) for E. Neville Isdell in connection with the 1989 Restricted Stock Award Plan of the Company, as amended—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on February 23, 2005.\*
- 10.8.5 Form of Restricted Stock Award Agreement for Mary E. Minnick in connection with the 1989 Restricted Stock Award Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.7 of the Company's Form 10-Q Quarterly Report for the quarter ended July 1, 2005.\*
- 10.8.6 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on February 15, 2006.\*
- 10.8.7 Form of Restricted Stock Agreement (Performance Share Unit Agreement) for E. Neville Isdell in connection with the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on February 17, 2006.\*
- 10.9.1 Compensation Deferral & Investment Program of the Company, as amended, including Amendment Number Four dated November 28, 1995—incorporated herein by reference to Exhibit 10.13 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*
- 10.9.2 Amendment Number Five to the Compensation Deferral & Investment Program of the Company, effective as of January 1, 1998—incorporated herein by reference to Exhibit 10.8.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1997.\*

- 10.9.3 Amendment Number Six to the Compensation Deferral & Investment Program of the Company, dated as of January 12, 2004, effective January 1, 2004—incorporated herein by reference to Exhibit 10.9.3 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
- 10.10.1 Executive Medical Plan of the Company, as amended and restated effective January 1, 2001—incorporated herein by reference to Exhibit 10.10 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.10.2 Amendment Number One to the Executive Medical Plan of the Company, dated April 15, 2003—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2003.\*
- 10.10.3 Amendment Number Two to the Executive Medical Plan of the Company, dated August 27, 2003—incorporated herein by reference to Exhibit 10 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2003.\*
- 10.10.4 Amendment Number Three to the Executive Medical Plan of the Company, dated December 29, 2004, effective January 1, 2005—incorporated herein by reference to Exhibit 10.10.4 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.10.5 Amendment Number Four to the Executive Medical Plan of the Company—incorporated herein by reference to Exhibit 10.6 of the Company's Form 10-Q Quarterly Report for the quarter ended July 1, 2005.\*
- 10.10.6 Amendment Number Five to the Executive Medical Plan of the Company, dated December 20, 2005—incorporated herein by reference to Exhibit 10.10.6 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
- 10.11.1 Supplement Benefit Plan of the Company, as amended and restated effective January 1, 2002—incorporated herein by reference to Exhibit 10.11 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.11.2 Amendment One to the Supplemental Benefit Plan of the Company, dated as of February 27, 2003—incorporated herein by reference to Exhibit 10.5 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
- 10.11.3 Amendment Two to the Supplemental Benefit Plan of the Company, dated as of November 14, 2003, effective October 21, 2003—incorporated herein by reference to Exhibit 10.11.3 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
- 10.11.4 Amendment Three to the Supplemental Benefit Plan of the Company, dated April 14, 2004, effective as of January 1, 2004—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2004.\*
- 10.11.5 Amendment Four to the Supplemental Benefit Plan of the Company, dated December 15, 2004, effective January 1, 2005—incorporated herein by reference to Exhibit 10.11.5 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.11.6 Amendment Five to the Supplemental Benefit Plan of the Company, dated December 21, 2005—incorporated herein by reference to Exhibit 10.11.6 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
- 10.11.7 Amendment Six to the Supplemental Benefit Plan of the Company, dated July 18, 2006—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2006.\*
- 10.13 Deferred Compensation Plan for Non-Employee Directors of the Company, as amended and restated effective April 1, 2006—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed April 5, 2006.\*
- 10.14 Compensation Plan for Non-Employee Directors of The Coca-Cola Company—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on April 5, 2006.\*

- 10.15 Letter Agreement, dated March 4, 2003, between the Company and Stephen C. Jones—incorporated herein by reference to Exhibit 10.6 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
- 10.16.1 Letter Agreement, dated December 6, 1999, between the Company and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.1 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.16.2 Letter Agreement, dated December 15, 1999, between the Company and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.16.3 Letter Agreement, dated February 17, 2000, between the Company and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
- 10.17 Long-Term Performance Incentive Plan of the Company, as amended and restated effective December 13, 2006.\*
- 10.18 Executive Incentive Plan of the Company, adopted as of February 14, 2001—incorporated herein by reference to Exhibit 10.19 of the Company's Form 10-K Annual Report for the year ended December 31, 2000.\*
- 10.19 Form of United States Master Bottler Contract, as amended, between the Company and Coca-Cola Enterprises Inc. ("Coca-Cola Enterprises") or its subsidiaries—incorporated herein by reference to Exhibit 10.24 of Coca-Cola Enterprises' Annual Report on Form 10-K for the fiscal year ended December 30, 1988 (File No. 01-09300).
- 10.24.1 Deferred Compensation Plan of the Company, as amended and restated December 17, 2003—incorporated herein by reference to Exhibit 10.26.1 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
- 10.24.2 Deferred Compensation Plan Delegation of Authority from the Compensation Committee to the Management Committee, adopted as of December 17, 2003—incorporated herein by reference to Exhibit 10.26.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
- 10.24.3 Amendment One to the Deferred Compensation Plan of the Company, as amended and restated effective December 17, 2003—incorporated herein by reference to Exhibit 10.24.3 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
- 10.25 Letter Agreement, dated October 24, 2002, between the Company and Carl Ware—incorporated herein by reference to Exhibit 10.30 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.26 The Coca-Cola Export Corporation Employee Share Plan, effective as of March 13, 2002—incorporated herein by reference to Exhibit 10.31 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.27 Employees' Savings and Share Ownership Plan of Coca-Cola Ltd., effective as of January 1, 1990—incorporated herein by reference to Exhibit 10.32 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.28 Share Purchase Plan—Denmark, effective as of 1991—incorporated herein by reference to Exhibit 10.33 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
- 10.29 Letter Agreement, dated June 19, 2003, between the Company and Daniel Palumbo—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2003.\*
- 10.30 Consulting Agreement, dated January 22, 2004, effective as of August 1, 2003, between the Company and Chatham International Corporation, regarding consulting services to be provided by Brian G. Dyson—incorporated herein by reference to Exhibit 10.32 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*

- 10.31.1 The Coca-Cola Company Benefits Plan for Members of the Board of Directors, as amended and restated through April 14, 2004—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2004.\*
- 10.31.2 Amendment Number One to the Company's Benefits Plan for Members of the Board of Directors, dated December 16, 2005—incorporated herein by reference to Exhibit 10.31.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
- 10.32 Letter Agreement, dated March 2, 2004, between the Company and Jeffrey T. Dunn—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2004.\*
- 10.33 Full and Complete Release, dated June 8, 2004, between the Company and Steven J. Heyer—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2004.\*
- 10.34 Employment Agreement, dated as of March 11, 2002, between the Company and Alexander R.C. Allan—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2004.\*
- 10.35 Employment Agreement, dated as of March 11, 2002, between The Coca-Cola Export Corporation and Alexander R.C. Allan—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2004.\*
- 10.36 Letter, dated September 16, 2004, from the Company to E. Neville Isdell—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on September 17, 2004.\*
- 10.37 Stock Award Agreement for E. Neville Isdell, dated September 14, 2004, under the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on September 17, 2004.\*
- 10.38 Stock Option Agreement for E. Neville Isdell, dated July 22, 2004, under the 2002 Stock Option Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2004.\*
- 10.39 Letter, dated August 6, 2004, from the Chairman of the Compensation Committee of the Board of Directors of the Company to Douglas N. Daft—incorporated herein by reference to Exhibit 10.5 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2004.\*
- 10.40 Letter, dated January 4, 2006, from the Company to Tom Mattia—incorporated herein by reference to Exhibit 10.40 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
- 10.41 Letter Agreement, dated October 7, 2004, between the Company and Daniel Palumbo—incorporated herein by reference to Exhibit 10.41 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.42 Letter, dated February 12, 2005, from the Company to Mary E. Minnick—incorporated herein by reference to Exhibit 99.3 to the Company's Form 8-K Current Report filed on February 23, 2005.\*
- 10.43 Employment Agreement, dated as of February 20, 2003, between the Company and José Octavio Reyes—incorporated herein by reference to Exhibit 10.43 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.44 Severance Pay Plan of the Company, including Amendments One through Three.\*
- 10.45 Employment Agreement, dated as of July 18, 2002, between the Company and Alexander B. Cummings—incorporated herein by reference to Exhibit 10.45 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.46 Employment Agreement, dated as of July 18, 2002, between The Coca-Cola Export Corporation and Alexander B. Cummings—incorporated herein by reference to Exhibit 10.46 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*

- 10.47 Letter, dated as of April 1, 2005, from Cynthia P. McCague, Senior Vice President of the Company, to Deval L. Patrick—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on April 7, 2005.\*
- 10.48 Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality between the Company and Deval L. Patrick—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on April 7, 2005.\*
- 10.49 Order Instituting Cease and Desist Proceedings, Making Findings and Imposing a Cease-and-Desist Order Pursuant to Section 8A of the Securities Act of 1933 and Section 21C of the Securities Exchange Act of 1934—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on April 18, 2005.
- 10.50 Offer of Settlement of The Coca-Cola Company—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on April 18, 2005.
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- 21.1 List of subsidiaries of the Company as of December 31, 2006.
- 23.1 Consent of Independent Registered Public Accounting Firm.
- 24.1 Powers of Attorney of Officers and Directors signing this report.
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- 31.2 Rule 13a-14(a)/15d-14(a) Certification, executed by Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.
- 32.1 Certifications required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350), executed by E. Neville Isdell, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company and by Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.

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\* Management contracts and compensatory plans and arrangements required to be filed as exhibits pursuant to Item 15(c) of this report.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE COCA-COLA COMPANY  
(Registrant)

By: /s/ E. NEVILLE ISDELL

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E. NEVILLE ISDELL  
Chairman, Board of Directors, Chief  
Executive Officer

Date: February 21, 2007

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

/s/ E. NEVILLE ISDELL

\*

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E. NEVILLE ISDELL  
Chairman, Board of Directors, Chief Executive Officer and a Director  
(Principal Executive Officer)

February 21, 2007

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CATHLEEN P. BLACK  
Director

February 21, 2007

/s/ GARY P. FAYARD

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GARY P. FAYARD  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

February 21, 2007

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BARRY DILLER  
Director

February 21, 2007

/s/ CONNIE D. MCDANIEL

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CONNIE D. MCDANIEL  
Vice President and Controller (Principal Accounting Officer)

February 21, 2007

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DONALD R. KEOUGH  
Director

February 21, 2007

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HERBERT A. ALLEN  
Director

February 21, 2007

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DONALD F. MCHENRY  
Director

February 21, 2007

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RONALD ALLEN  
Director

February 21, 2007

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JAMES D. ROBINSON III  
Director  
February 21, 2007

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PETER V. UEBERROTH  
Director

February 21, 2007

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SAM NUNN  
Director

February 21, 2007

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JAMES B. WILLIAMS  
Director  
February 21, 2007

By: /s/ CAROL CROFOOT HAYES

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CAROL CROFOOT HAYES  
*Attorney-in-fact*  
February 21, 2007

## EXHIBIT INDEX

### Exhibit No.

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- 2.1 Control and Profit and Loss Transfer Agreement, dated November 21, 2001, between Coca-Cola GmbH and Coca-Cola Erfrischungsgetraenke AG—incorporated herein by reference to Exhibit 2 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2002. (With regard to applicable cross-references in this report, the Company's Current, Quarterly and Annual Reports are filed with the SEC under File No. 1-2217.)
  - 3.1 Certificate of Incorporation of the Company, including Amendment of Certificate of Incorporation, effective May 1, 1996—incorporated herein by reference to Exhibit 3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 1996.
  - 3.2 By-Laws of the Company, as amended and restated through October 19, 2006—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report, filed October 20, 2006.
  - 4.1 The Company agrees to furnish to the Securities and Exchange Commission, upon request, a copy of any instrument defining the rights of holders of long-term debt of the Company and all of its consolidated subsidiaries and unconsolidated subsidiaries for which financial statements are required to be filed with the SEC.
  - 10.1.1 The Key Executive Retirement Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*
  - 10.1.2 Third Amendment to the Key Executive Retirement Plan of the Company, dated as of July 9, 1998—incorporated herein by reference to Exhibit 10.1.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.1.3 Fourth Amendment to the Key Executive Retirement Plan of the Company, dated as of February 16, 1999—incorporated herein by reference to Exhibit 10.1.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.1.4 Fifth Amendment to the Key Executive Retirement Plan of the Company, dated as of January 25, 2000—incorporated herein by reference to Exhibit 10.1.4 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.1.5 Amendment Number Six to the Key Executive Retirement Plan of the Company, dated as of February 27, 2003—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
  - 10.1.6 Amendment Number Seven to the Key Executive Retirement Plan of the Company, dated July 28, 2004, effective as of June 1, 2004—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2004.\*
  - 10.2 Supplemental Disability Plan of the Company, as amended and restated effective January 1, 2003—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.3 Performance Incentive Plan of the Company, as amended and restated December 13, 2006.\*
  - 10.4 1991 Stock Option Plan of the Company, as amended and restated through December 13, 2006.\*
  - 10.5 1999 Stock Option Plan of the Company, as amended and restated through December 13, 2006.\*
  - 10.6.1 2002 Stock Option Plan of the Company, as amended and restated through December 13, 2006.\*
  - 10.6.2 Form of Stock Option Agreement in connection with the 2002 Stock Option Plan, as amended—incorporated by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on December 8, 2004.\*
  - 10.6.3 Form of Stock Option Agreement for E. Neville Isdell in connection with the 2002 Stock Option Plan, as amended—incorporated by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed February 23, 2005.\*
  - 10.7 1983 Restricted Stock Award Plan of the Company, as amended through December 13, 2006.\*
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- 10.8.1 1989 Restricted Stock Award Plan of the Company, as amended through December 13, 2006.\*
  - 10.8.2 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 10.1 of the Company's Form 8-K Current Report filed April 19, 2005.\*
  - 10.8.3 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with the 1989 Restricted Stock Award Plan of the Company, effective as of December 2005—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed December 14, 2005.\*
  - 10.8.4 Form of Restricted Stock Agreement (Performance Share Unit Agreement) for E. Neville Isdell in connection with the 1989 Restricted Stock Award Plan of the Company, as amended—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on February 23, 2005.\*
  - 10.8.5 Form of Restricted Stock Award Agreement for Mary E. Minnick in connection with the 1989 Restricted Stock Award Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.7 of the Company's Form 10-Q Quarterly Report for the quarter ended July 1, 2005.\*
  - 10.8.6 Form of Restricted Stock Agreement (Performance Share Unit Agreement) in connection with the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on February 15, 2006.\*
  - 10.8.7 Form of Restricted Stock Agreement (Performance Share Unit Agreement) for E. Neville Isdell in connection with the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on February 17, 2006.\*
  - 10.9.1 Compensation Deferral & Investment Program of the Company, as amended, including Amendment Number Four dated November 28, 1995—incorporated herein by reference to Exhibit 10.13 of the Company's Form 10-K Annual Report for the year ended December 31, 1995.\*
  - 10.9.2 Amendment Number Five to the Compensation Deferral & Investment Program of the Company, effective as of January 1, 1998—incorporated herein by reference to Exhibit 10.8.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1997.\*
  - 10.9.3 Amendment Number Six to the Compensation Deferral & Investment Program of the Company, dated as of January 12, 2004, effective January 1, 2004—incorporated herein by reference to Exhibit 10.9.3 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
  - 10.10.1 Executive Medical Plan of the Company, as amended and restated effective January 1, 2001—incorporated herein by reference to Exhibit 10.10 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.10.2 Amendment Number One to the Executive Medical Plan of the Company, dated April 15, 2003—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2003.\*
  - 10.10.3 Amendment Number Two to the Executive Medical Plan of the Company, dated August 27, 2003—incorporated herein by reference to Exhibit 10 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2003.\*
  - 10.10.4 Amendment Number Three to the Executive Medical Plan of the Company, dated December 29, 2004, effective January 1, 2005—incorporated herein by reference to Exhibit 10.10.4 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
  - 10.10.5 Amendment Number Four to the Executive Medical Plan of the Company—incorporated herein by reference to Exhibit 10.6 of the Company's Form 10-Q Quarterly Report for the quarter ended July 1, 2005.\*
  - 10.10.6 Amendment Number Five to the Executive Medical Plan of the Company, dated December 20, 2005—incorporated herein by reference to Exhibit 10.10.6 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
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- 10.11.1 Supplemental Benefit Plan of the Company, as amended and restated effective January 1, 2002—incorporated herein by reference to Exhibit 10.11 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.11.2 Amendment One to the Supplemental Benefit Plan of the Company, dated as of February 27, 2003—incorporated herein by reference to Exhibit 10.5 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
  - 10.11.3 Amendment Two to the Supplemental Benefit Plan of the Company, dated as of November 14, 2003, effective October 21, 2003—incorporated herein by reference to Exhibit 10.11.3 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
  - 10.11.4 Amendment Three to the Supplemental Benefit Plan of the Company, dated April 14, 2004, effective as of January 1, 2004—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2004.\*
  - 10.11.5 Amendment Four to the Supplemental Benefit Plan of the Company, dated December 15, 2004, effective January 1, 2005—incorporated herein by reference to Exhibit 10.11.5 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
  - 10.11.6 Amendment Five to the Supplemental Benefit Plan of the Company, dated December 21, 2005—incorporated herein by reference to Exhibit 10.11.6 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
  - 10.11.7 Amendment Six to the Supplemental Benefit Plan of the Company, dated July 18, 2006—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2006.\*
  - 10.13 Deferred Compensation Plan for Non-Employee Directors of the Company, as amended and restated effective April 1, 2006—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed April 5, 2006.\*
  - 10.14 Compensation Plan for Non-Employee Directors of The Coca-Cola Company—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on April 5, 2006.\*
  - 10.15 Letter Agreement, dated March 4, 2003, between the Company and Stephen C. Jones—incorporated herein by reference to Exhibit 10.6 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2003.\*
  - 10.16.1 Letter Agreement, dated December 6, 1999, between the Company and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.1 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.16.2 Letter Agreement, dated December 15, 1999, between the Company and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.2 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.16.3 Letter Agreement, dated February 17, 2000, between the Company and M. Douglas Ivester—incorporated herein by reference to Exhibit 10.17.3 of the Company's Form 10-K Annual Report for the year ended December 31, 1999.\*
  - 10.17 Long-Term Performance Incentive Plan of the Company, as amended and restated effective December 13, 2006.\*
  - 10.18 Executive Incentive Plan of the Company, adopted as of February 14, 2001—incorporated herein by reference to Exhibit 10.19 of the Company's Form 10-K Annual Report for the year ended December 31, 2000.\*
  - 10.19 Form of United States Master Bottler Contract, as amended, between the Company and Coca-Cola Enterprises Inc. ("Coca-Cola Enterprises") or its subsidiaries—incorporated herein by reference to Exhibit 10.24 of Coca-Cola Enterprises' Annual Report on Form 10-K for the fiscal year ended December 30, 1988 (File No. 01-09300).
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- 10.24.1 Deferred Compensation Plan of the Company, as amended and restated December 17, 2003—incorporated herein by reference to Exhibit 10.26.1 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
  - 10.24.2 Deferred Compensation Plan Delegation of Authority from the Compensation Committee to the Management Committee, adopted as of December 17, 2003—incorporated herein by reference to Exhibit 10.26.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
  - 10.24.3 Amendment One to the Deferred Compensation Plan of the Company, as amended and restated effective December 17, 2003—incorporated herein by reference to Exhibit 10.24.3 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
  - 10.25 Letter Agreement, dated October 24, 2002, between the Company and Carl Ware—incorporated herein by reference to Exhibit 10.30 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.26 The Coca-Cola Export Corporation Employee Share Plan, effective as of March 13, 2002—incorporated herein by reference to Exhibit 10.31 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.27 Employees' Savings and Share Ownership Plan of Coca-Cola Ltd., effective as of January 1, 1990—incorporated herein by reference to Exhibit 10.32 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.28 Share Purchase Plan—Denmark, effective as of 1991—incorporated herein by reference to Exhibit 10.33 of the Company's Form 10-K Annual Report for the year ended December 31, 2002.\*
  - 10.29 Letter Agreement, dated June 19, 2003, between the Company and Daniel Palumbo—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2003.\*
  - 10.30 Consulting Agreement, dated January 22, 2004, effective as of August 1, 2003, between the Company and Chatham International Corporation, regarding consulting services to be provided by Brian G. Dyson—incorporated herein by reference to Exhibit 10.32 of the Company's Form 10-K Annual Report for the year ended December 31, 2003.\*
  - 10.31.1 The Coca-Cola Company Benefits Plan for Members of the Board of Directors, as amended and restated through April 14, 2004—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2004.\*
  - 10.31.2 Amendment Number One to the Company's Benefits Plan for Members of the Board of Directors, dated December 16, 2005—incorporated herein by reference to Exhibit 10.31.2 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
  - 10.32 Letter Agreement, dated March 2, 2004, between the Company and Jeffrey T. Dunn—incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q Quarterly Report for the quarter ended March 31, 2004.\*
  - 10.33 Full and Complete Release, dated June 8, 2004, between the Company and Steven J. Heyer—incorporated herein by reference to Exhibit 10.1 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2004.\*
  - 10.34 Employment Agreement, dated as of March 11, 2002, between the Company and Alexander R.C. Allan—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2004.\*
  - 10.35 Employment Agreement, dated as of March 11, 2002, between The Coca-Cola Export Corporation and Alexander R.C. Allan—incorporated herein by reference to Exhibit 10.4 of the Company's Form 10-Q Quarterly Report for the quarter ended June 30, 2004.\*
  - 10.36 Letter, dated September 16, 2004, from the Company to E. Neville Isdell—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on September 17, 2004.\*
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- 10.37 Stock Award Agreement for E. Neville Isdell, dated September 14, 2004, under the 1989 Restricted Stock Award Plan of the Company—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on September 17, 2004.\*
- 10.38 Stock Option Agreement for E. Neville Isdell, dated July 22, 2004, under the 2002 Stock Option Plan of the Company, as amended—incorporated herein by reference to Exhibit 10.3 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2004.\*
- 10.39 Letter, dated August 6, 2004, from the Chairman of the Compensation Committee of the Board of Directors of the Company to Douglas N. Daft—incorporated herein by reference to Exhibit 10.5 of the Company's Form 10-Q Quarterly Report for the quarter ended September 30, 2004.\*
- 10.40 Letter, dated January 4, 2006, from the Company to Tom Mattia—incorporated herein by reference to Exhibit 10.40 of the Company's Form 10-K Annual Report for the year ended December 31, 2005.\*
- 10.41 Letter Agreement, dated October 7, 2004, between the Company and Daniel Palumbo—incorporated herein by reference to Exhibit 10.41 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.42 Letter, dated February 12, 2005, from the Company to Mary E. Minnick—incorporated herein by reference to Exhibit 99.3 to the Company's Form 8-K Current Report filed on February 23, 2005.\*
- 10.43 Employment Agreement, dated as of February 20, 2003, between the Company and José Octavio Reyes—incorporated herein by reference to Exhibit 10.43 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.44 Severance Pay Plan of the Company, including Amendments One through Three.\*
- 10.45 Employment Agreement, dated as of July 18, 2002, between the Company and Alexander B. Cummings—incorporated herein by reference to Exhibit 10.45 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.46 Employment Agreement, dated as of July 18, 2002, between The Coca-Cola Export Corporation and Alexander B. Cummings—incorporated herein by reference to Exhibit 10.46 of the Company's Form 10-K Annual Report for the year ended December 31, 2004.\*
- 10.47 Letter, dated as of April 1, 2005, from Cynthia P. McCague, Senior Vice President of the Company, to Deval L. Patrick—incorporated herein by reference to Exhibit 99.1 of the Company's Form 8-K Current Report filed on April 7, 2005.\*
- 10.48 Full and Complete Release and Agreement on Competition, Trade Secrets and Confidentiality between the Company and Deval L. Patrick—incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K Current Report filed on April 7, 2005.\*
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- 32.1 Certifications required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350), executed by E. Neville Isdell, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company and by Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.

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**PERFORMANCE INCENTIVE PLAN  
OF THE COCA-COLA COMPANY  
(Amended and Restated through December 13, 2006)**

**I. Plan Objective**

The purpose of the Performance Incentive Plan of The Coca-Cola Company is to promote the interests of The Coca-Cola Company (the "Company") by providing additional incentive for participating officers and other employees who contribute to the improvement of operating results of the Company and to reward outstanding performance on the part of those individuals whose decisions and actions most significantly affect the growth and profitability and efficient operation of the Company.

The Company intends for the Awards payable to certain Executive Officers under this Plan to be performance-based compensation under Code Section 162(m).

**II. Definitions**

The terms used herein will have the following meanings:

"Award" means an amount calculated and awarded under the Plan to a Participant.

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

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means The Coca-Cola Company.

"Compensation Committee" means the Compensation Committee of the Board (or a subset thereof) consisting of not less than two members of the Board, each of whom is an "outside director" under Code Section 162(m).

"Employee" means any person regularly employed on a full-time or part-time basis by the Company or a Related Company.

"Executive Officer" means any Employee whose compensation is within the purview of the Compensation Committee pursuant to the Compensation Committee's practices and policies.

"Management Committee" means the committee appointed by the Compensation Committee to administer the Plan.

"Participant" means an Employee who satisfies the eligibility requirements set forth in Section IV of the Plan.

"Performance Period" means the time period for which a Participant's performance is measured for purposes of receiving an Award.

"Plan" means this Performance Incentive Plan of The Coca-Cola Company.

"Plan Year" means the 12-month period beginning January 1 and ending December 31.

"Related Company" means any corporation or business organization in which the Company owns, directly or indirectly, during the relevant time, either (i) 50% or more of the voting stock or capital where such entity is not publicly held, or (ii) an interest which causes the other entity's financial results to be consolidated with the Company's financial results for financial reporting purposes.



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

### III. Administration

The Plan will be administered by the Compensation Committee and/or the Management Committee. No person, other than members of these committees, shall have any discretion concerning decisions regarding the Plan. The Compensation Committee and/or the Management Committee, in its sole discretion, will determine which of the Participants to whom, and the time or times at which, Awards will be granted under the Plan, and the other conditions of the grant of the Awards. The provisions and conditions of the grants of Awards need not be the same with respect to each grantee or with respect to each Award.

The Compensation Committee will, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and will make determinations and will take such other action in connection with or in relation to accomplishing the objectives of the Plan as it deems necessary or advisable. Each determination or other action made or taken by the Compensation Committee or the Management Committee pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of the Awards granted hereunder will be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, any Related Company, the Compensation Committee, the Management Committee, the Board, officers, the affected Employees of the Company or Related Companies, and any Participant or former Participant under the Plan, as well as their respective successors in interest.

### IV. Eligibility and Participation

a. **Eligibility.** Eligibility for participation in the Plan is limited to those Employees who can make an appreciable contribution to the attainment of overall business objectives of the operating unit for which they work as determined in the sole discretion of the Compensation Committee or the Management Committee. An Employee is eligible to participate in the Plan if 1) the Employee is compensated in an amount at least equal to the minimum salary grade guideline established annually by the Management Committee, and 2) the Employee is recommended for participation in the Plan by his or her immediate superior and is approved for such participation by the operating head of the Employee's unit.

The fact that an Employee is eligible to participate in the Plan in one Plan Year does not assure that the Employee will be eligible to participate in any subsequent year. The fact that an Employee is eligible to participate in the Plan for any Plan Year does not mean that the Employee will receive an Award in any Plan Year. The Management Committee will determine an Employee's eligibility for participation in the Plan from time to time prior to or during each Plan Year.

b. **Participation.** In the case of Executive Officers, generally, the Compensation Committee annually will select the Participants no later than 90 days after the beginning of a Performance Period (or, if shorter, before 25% of the Performance Period has elapsed) in accordance with Code Section 162(m). Following such selection by the Compensation Committee, the Participants will be advised they are participants in the Plan for a Performance Period.

### V. Performance Criteria and Performance Goals

a. **Performance Criteria.** Performance will be measured based upon one or more objective criteria for each Performance Period. Criteria will be measured over the Performance Period. Within 90 days of the beginning of a Performance Period (or, if shorter, before 25% of the Performance

Period has elapsed), the Compensation Committee shall specify in writing which of the following criteria will apply during such Performance Period, as well as any applicable matrices, schedules, or formulae applicable to weighting of such criteria in determining performance:

- increase in shareowner value;
- earnings per share;
- net income;
- return on assets;
- return on shareowners' equity;
- increase in cash flow;
- operating profit or operating margins;
- revenue growth of the Company;
- operating expenses;
- quality as determined by the Company's Quality Index;
- economic profit;
- return on capital;
- return on invested capital;
- earnings before interest, taxes, depreciation and amortization;
- goals relating to acquisitions or divestitures;
- unit case volume;
- operating income;
- brand contribution;
- value share of Non Alcoholic Ready-To-Drink segment;
- volume share of Non Alcoholic Ready-To-Drink segment;
- net revenue;
- gross profit; and
- profit before tax.

**b. Performance Goals.** Using any applicable matrices, schedules, or formulae applicable to weighting of the performance criteria, the Compensation Committee will develop, in writing, performance goals for the Participants for a Performance Period, no later than 90 days of the start of the Performance Period (or, if shorter, before 25% of the Performance Period has elapsed) in which they would apply. The Compensation Committee shall have the right to use different performance criteria for different Participants. When the Compensation Committee sets the performance goals for a Participant, the Compensation Committee shall establish the general, objective rules which will be used to determine the extent, if any, that a Participant's performance goals have been met and the specific, objective rules, if any, regarding any exceptions to the use of such general rules, and any such specific, objective rules may be designed as the Compensation Committee deems appropriate to take into account any extraordinary or one-time or other non-recurring items of income or expense or gain or loss or any events, transactions or other circumstances that the Compensation Committee deems

relevant in light of the nature of the performance goals set for the Participant or the assumptions made by the Compensation Committee regarding such goals.

In the case of an Executive Officer, in the event that a Participant is assigned a performance goal following the time at which performance goals are normally established for the Performance Period due to placement in a position, or due to a change in position after the start of the Performance Period, the Performance Period for such Participant shall be the portion of the Plan Year or original Performance Period remaining, whichever is applicable. In such case, the Compensation Committee will develop in writing performance goals for each such Participant before 25% of the Performance Period in which they would apply elapses.

#### **VI. Awards**

An Award to a Participant will be based on a percentage of the Participant's base salary and shall be established by the Compensation Committee or the Management Committee. The percentage of base salary which constitutes an Award will increase as salary grade or level of responsibility increases.

The Compensation Committee or the Management Committee shall, in each of their respective sole discretion, adjust the Award for each Participant based upon that Participant's over achievement or under achievement in terms of his or her individual performance and the performance of the Participant's operating unit during the Plan Year.

An Employee who is selected as a Participant after the beginning of a Plan Year or a Participant who retires or who dies prior to the end of such Plan Year will be eligible to receive a pro rata share of an Award based on the number of months of participation during any portion of such Plan Year if, in the sole discretion of the Compensation Committee or the Management Committee, such an award is merited. A Participant whose employment is otherwise terminated prior to the end of such Plan Year will not be eligible for an Award.

#### **VII. Determination and Timing of Awards**

At the end of each applicable Performance Period, the Compensation Committee shall certify the extent, if any, to which the measures established in accordance with Section V have been met. All Awards to Participants who are Executive Officers of the Company will be made by the Compensation Committee in its sole discretion. Awards to all other Participants shall be made by the Management Committee in its sole discretion. Awards will be paid for a particular Plan Year at such time following the end of the Plan Year as shall be determined by the Compensation Committee or the Management Committee.

#### **VIII. Method of Payment of Awards**

a. Payments of Awards. Except as otherwise provided in this Plan, Awards for each Participant will be paid in one of the manners set forth in (a)(1), (a)(2) or (a)(3), as determined on a case-by-case basis in the sole discretion of the Compensation Committee or the Management Committee. Awards are subject to forfeiture until paid, as provided below. In no event will the value of any Award to a Participant for any Performance Period exceed the amount of \$10,000,000.

1. Cash. The Compensation Committee or the Management Committee may, in its sole discretion, pay any Award in cash. Awards paid in cash will be paid at the time described in Section VII above unless the Compensation Committee or the Management Committee has approved a request by a Participant to defer receipt of any Award in accordance with Section VIII(b) below.

2. Stock Options or SARs. The Compensation Committee or the Management Committee may, in its sole discretion, pay any Award through the grant of stock options or SARs under

The Coca-Cola Company 1999 Stock Option Plan, as amended, The Coca-Cola Company 2002 Stock Option Plan, as amended, or any successor stock option plan approved by shareowners (the "Stock Option Plan"). Any Award issued in the form of stock options or SARs shall be subject to the terms and conditions of the Stock Option Plan.

3. Stock. The Compensation Committee or the Management Committee may, in its sole discretion, pay any Award by issuing to a Participant stock under The Coca-Cola Company 1989 Restricted Stock Award Plan, as amended, or any successor restricted stock award plan approved by shareowners (the "Restricted Stock Plan"). Any Award issued in the form of stock shall be subject to the terms and conditions of the Restricted Stock Plan.

b. Deferral of Payment of Award. An Award paid in cash may be deferred under the Deferred Compensation Plan of The Coca-Cola Company (or comparable international plan, if any) if the Compensation Committee has, not later than the grant of an Award, received and, in its sole discretion, approved a request by a Participant to defer receipt of an Award.

c. Withholding for Taxes. The Company will have the right to deduct from any and all Award payments any taxes required to be withheld with respect to such payment, including hypothetical taxes under the Company's International Service Program Policy and/or Tax Equalization Policy. For Participants who are International Service Associates or other international employees, all taxes remain the Participant's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy. The Company and any Related Company (i) make no representations or undertaking regarding the treatment of any taxes in connection with any Award; and (ii) do not commit to structure the terms of the Award to reduce or eliminate the Participant's liability for taxes.

d. Payments to Estates. Awards and interest thereon, if any, which are due to a Participant pursuant to the provisions hereof and which remain unpaid at the time of his or her death will be paid in full to the Participant's estate.

e. Offset for Monies Owed. Any payments made under this Plan will be offset for any monies that the Management Committee determines are owed to the Company or any Related Company.

#### **IX. Amendment and Termination**

The Compensation Committee may amend, modify, suspend, reinstate or terminate this Plan in whole or in part at any time or from time to time; provided, however, that no such action will adversely affect any right or obligation with respect to any Award theretofore made. The Compensation Committee and the Management Committee may deviate from the provisions of this Plan to the extent such committee deems appropriate to conform to local, laws and practices.

#### **X. Applicable Law**

The Plan and all rules and determinations made and taken pursuant hereto will be governed by the laws of the State of Georgia, to the extent not preempted by federal law, and construed accordingly.

#### **XI. Effect on Benefit Plans**

Awards may be included in the computation of benefits under the Employee Retirement Plan of The Coca-Cola Company, The Coca-Cola Export Corporation Overseas Retirement Plan and other retirement plans maintained by the Company under which the Participant may be covered and The Coca-Cola Company Thrift & Investment Plan subject to all applicable laws and in accordance with the provisions of those plans. Awards will only be included as income or compensation under these plans if the language of the applicable plan so provides.

Awards will not be included in the computation of benefits under any group life insurance plan, travel accident insurance plan, personal accident insurance plan or under Company policies such as severance pay and payment for accrued vacation, unless required by applicable laws.

## **XII. Change in Control**

If there is a Change in Control as defined in this Section XII at any time during a Plan Year, (1) the Management Committee promptly shall determine the Award which would have been payable to each Participant under the Plan for such Plan Year if he had continued for work for the Company for such entire year and all performance goals established under Section V had been met in full for such Plan Year by multiplying his target percentage by his annual salary as in effect on the date of such Change in Control and (2) each such Participant's nonforfeitable interest in his Award (as so determined by the Management Committee) thereafter shall be determined by multiplying such Award by a fraction, the numerator of which shall be the number of full, calendar months he is an employee of the Company during such Plan Year and the denominator is 12 or the number of full calendar months the Plan is in effect during such Plan Year, whichever is less. The payment of a Participant's nonforfeitable interest in his Award under this Section XII shall be made in cash as soon as practicable after his employment by the Company terminates or as soon as practicable after the end of such Plan Year, whichever comes first.

A "Change in Control," for purposes of this Section XII, will mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect on January 1, 2004, provided that such a change in control will be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the Exchange Act as in effect on January 1, 2004) is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act as in effect on January 1, 2004) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board cease, for any reason, to constitute at least a majority of the Board, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the share owners of the Company approve any merger or consolidation as a result of which its stock will be changed, converted or exchanged (other than a merger with a wholly-owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company; or (iv) the share owners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were share owners of the Company immediately prior to the effective date of the merger or consolidation will have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation; provided, however, that no Change in Control will be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board determines otherwise.

QuickLinks

[PERFORMANCE INCENTIVE PLAN OF THE COCA-COLA COMPANY \(Amended and Restated through December 13, 2006\)](#)

THE COCA-COLA COMPANY  
1991 STOCK OPTION PLAN  
(Amended and Restated through December 13, 2006)

SECTION 1. PURPOSE

The purpose of the 1991 Stock Option Plan of The Coca-Cola Company (the "Plan") is to advance the interest of The Coca-Cola Company (the "Company") and its Related Companies (as defined in Section 4 hereof) by encouraging and enabling the acquisition of a financial interest in the Company by officers and other key employees of the Company or its Related Companies. In addition, the Plan is intended to aid the Company and its Related Companies in attracting and retaining key employees, to stimulate the efforts of such employees and to strengthen their desire to remain in the employ of the Company and its Related Companies.

The Company may grant stock options which constitute "incentive stock options" ("ISOs") within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or stock options which do not constitute ISOs ("NSOs") (ISOs and NSOs being hereinafter collectively referred to as "Options"). The Company may grant certain officers of the Company stock appreciation rights ("Rights") for use in connection with Options or with other stock options granted by the Company.

SECTION 2. ADMINISTRATION

The Plan shall be administered by a committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") or in accordance with Section 7, Article III of the By-Laws of the Company (as amended through October 17, 1996) from among its members. Unless and until its members are not qualified to serve on the Committee pursuant to the provisions of the Plan, the Compensation Committee of the Board shall function as the Committee. Eligibility requirements for members of the Committee shall comply with Rule 16b-3 promulgated pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), or any successor rule or regulation. No person, other than members of the Committee, shall have any discretion concerning decisions regarding the Plan. The Committee shall determine the key employees of the Company and its Related Companies (including officers, whether or not they are directors) to whom, and the time or times at which, Options and Rights will be granted, the number of shares to be subject to each Option, the duration of each Option or Right, the time or times within which the Option or Right may be exercised, the cancellation of the Option or Right (with the consent of the holder thereof) and the other conditions of the grant of the Option or Right at grant or while outstanding pursuant to the terms of the Plan. The provisions and conditions of the Options and Rights need not be the same with respect to each optionee or with respect to each Option or each Right.

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

### SECTION 3. STOCK

The stock to be issued, transferred and/or sold under the Plan shall be shares of Common Stock, \$.25 par value, of the Company (the "Stock"). The Stock shall be made available from authorized and unissued Common Stock of the Company or from the Company's treasury shares. The total number of shares of Stock that may be issued or transferred under the Plan pursuant to Options and Rights granted thereunder may not exceed 59,551,338 shares (subject to adjustment as described below). This number represents the number of shares originally authorized in the Plan, adjusted for a 2-for-1 stock split which occurred on May 1, 1992 and subsequently for a 2-for-1 stock split which occurred on May 1, 1996 in accordance with Section 10, less the number of shares already issued or subject to outstanding Options or Rights issued pursuant to the Plan as of October 1, 1996. Such number of shares shall be subject to adjustment in accordance with Section 10 hereof and this Section 3. Stock subject to any unexercised portion of an Option or Right which expires or is cancelled, surrendered or terminated for any reason may again be subject to Options and/or Rights granted under the Plan. Upon surrender of an Option or stock option granted under any other plan heretofore or hereafter adopted by the Company and the exercise of a Right, the number of shares of Stock subject to the surrendered Option or stock option shall be charged against the maximum number of shares of Stock issuable or transferable under the Plan or the stock option plan pursuant to which the surrendered Option or stock option was granted, and such number of shares of Stock shall not be issuable or transferable under such Plan or plan in the future. The surrender of any stock option issued other than pursuant to a stock option plan pursuant to the exercise of a Right shall not result in a charge against the maximum number of shares issuable or transferable under the Plan or any other stock option plan.

### SECTION 4. ELIGIBILITY

Options and Rights may be granted to employees of the Company and its Related Companies. The terms "Related Company" or "Related Companies" shall mean corporation(s) or other business organization(s) in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital at the time of the granting of such Option or Right; provided, however, that no ISO may be granted to any employee of a Related Company which is not a corporation or to any employee of a Related Company which is not at least 50% owned, directly or indirectly, by the Company. Any ISOs held by an optionee of a Related Company which ceases to be 50% owned will become NSOs three (3) months after the date that the Company's ownership of the Related Company falls below 50%. If ownership falls below 20% an optionee will be considered terminated for purposes of Section 8 on the date that the Company's ownership of the Related Company falls below 20%. No employee shall be granted the right to acquire pursuant to Options granted under the Plan more than 15% of the aggregate number of shares of Stock originally authorized under the Plan, as adjusted pursuant to Section 10 hereof.

### SECTION 5. AWARDS OF OPTIONS

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

- (a) **OPTION PRICE.** The option price shall be 100% of the fair market value of the Stock on the date of grant. The fair market value of a share of Stock shall be the average of the high and low market prices at which a share of Stock shall have been sold on the date of grant, or on the next preceding trading day if such date was not a trading date, as reported on the New York Stock Exchange Composite Transactions listing.
- (b) **PAYMENT.** The option price shall be paid in full at the time of exercise, except as provided in the next sentence. For exercises of ISOs granted on or after October 15, 1998, and exercises of NSOs, if such exercises are executed by Merrill Lynch, Pierce, Fenner & Smith using the cashless method, the exercise price shall be paid in full no later than the close of business on



the third business day following the exercise. "Business day" means a day on which the New York Stock Exchange is open for securities trading. No shares shall be issued or transferred until full payment has been received therefor. Payment may be in cash or, with the prior approval of and upon conditions established by the Committee, by delivery of shares of Stock owned by the optionee.

The optionee, if a U.S. taxpayer, may elect to satisfy Federal, state and local income tax liabilities due by reason of the exercise by the withholding or tendering of shares of Stock. If shares are delivered to pay the option price or if shares are withheld for U.S. taxpayers to satisfy such tax liabilities, the value of the shares delivered or withheld shall be computed on the basis of the reported market price at which a share of Stock most recently traded prior to the time the exercise order was processed. Such price will be determined by reference to the New York Stock Exchange Composite Transactions listing.

(c) DURATION OF OPTIONS. The duration of Options shall be determined by the Committee, but in no event shall the duration of an Option exceed ten (10) years from the date of its grant.

(d) OTHER TERMS AND CONDITIONS. Options may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time; provided, however, that, except in the event of a "Change in Control" or disability of the optionee, as both are defined in Section 8, or death of the optionee no Option shall be exercisable in whole or in part for a period of twelve (12) months from the date on which the Option is granted, and, subject to the provisions of Section 8 hereof, thereafter the ratio of the number of shares for which any such Option is exercisable through any given date may not exceed the ratio of the number of months between the date on which the Option is granted and such given date to a period of thirty-six (36) months (or such lesser period as may be then or later determined by the Committee in its discretion). The grant of an Option and/or Right to any employee shall not affect in any way the right of the Company and any Related Company to terminate the employment of the holder thereof.

(e) ISOs. The Committee, with respect to each grant of an Option to an optionee, shall determine whether such Option shall be an ISO, and, upon determining that an Option shall be an ISO, shall designate it as such in the written instrument evidencing such Option. If the written instrument evidencing an Option does not contain a designation that it is an ISO, it shall not be an ISO. The aggregate fair market value (determined in each instance on the date on which an ISO is granted) of the Stock with respect to which ISOs are first exercisable by any optionee in any calendar year shall not exceed \$100,000 for such optionee. If any subsidiary or Related Company of the Company shall adopt a stock option plan under which options constituting incentive stock options (as defined in Section 422(b) of the Code) may be granted, the fair market value of the Stock on which any such incentive stock options are granted and the times at which such incentive stock options will first become exercisable shall be taken into account in determining the maximum amount of ISOs which may be granted to the optionee in any calendar year.

#### SECTION 6. AWARDS OF RIGHTS

The Committee may, at any time and in its discretion, grant to any officer of the Company who is awarded or who holds an outstanding Option or any other outstanding stock option granted by the Company the right to surrender such Option (to the extent any Option or such other stock option is otherwise exercisable) and to receive from the Company an amount equal to the excess, if any, of the fair market value of the Stock with respect to which such Option is surrendered on the date of such surrender over the option price of the Option or other stock option surrendered. No ISO may be surrendered in connection with the exercise of a Right unless the fair market value of the Stock subject

to the ISO is greater than the option price for such Stock. Payment by the Company of the amount receivable upon any exercise of a Right may be made by the delivery of Stock or cash or any combination of Stock and cash, as determined in the sole discretion of the Committee from time to time. No fractional shares shall be used. The Committee may provide for the elimination of fractional shares of Stock without adjustment or for the payment of the value of such fractional shares in cash. Shares of Stock of the Company delivered to the optionee upon the exercise of a Right and the surrender of the Option or stock option shall be valued at the fair market value of a share of Stock on the date the right is exercised and the Option or stock option is surrendered. The Committee may limit the period or periods during which the Rights may be exercised and may provide such other terms and conditions (which need not be the same with respect to each optionee) under which a Right may be granted and/or exercised. A Right may be exercised only as long as the related Option or stock option is exercisable; provided, however, that no Right may be exercised and cash paid in partial or complete satisfaction thereof during the first six (6) months following the date of grant of the Right and related Option. In no event may a Right be exercised more than ten (10) years after the date of the grant of the Right and the related Option or stock option. The fair market value of a share of Stock shall be the average of the high and low market prices at which a share of Stock shall have been sold on the date the Option or the stock option is surrendered or on the next preceding trading day, if such date is not a trading day, as reported on the New York Stock Exchange Composite Transactions listing.

#### SECTION 7. NONTRANSFERABILITY OF OPTION AND RIGHT

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

#### SECTION 8. EFFECT OF TERMINATION OF EMPLOYMENT, DEATH, RETIREMENT OR A CHANGE IN CONTROL

(a) ACCELERATION. If an optionee's employment with the Company and/or its Related Companies shall be terminated by reason of death or disability or in the event of a Change in Control, all Options held by the optionee shall become exercisable. If an optionee's employment with the Company and/or its Related Companies shall be terminated by reason of Retirement (as defined below), all Options held by the optionee for at least twelve full calendar months prior to Retirement shall become exercisable. Death or disability of the optionee occurring after termination of employment with the Company and/or its Related Companies shall not cause any Options to become exercisable. As used in the Plan, the term "disabled" shall have the meaning set forth in the Company's Long Term Disability Income Plan. "Retirement", as used herein, shall mean an employee's termination of employment on a date which is on or after the earliest date on which such employee would be eligible for an immediately payable benefit pursuant to (i) for those employees eligible for participation in the Company's Supplemental Retirement Plan, the terms of that Plan and (ii) for all other employees, the terms of the Employee Retirement Plan (the "ERP") assuming such employee were eligible to participate in the ERP. "Retire" shall mean to enter Retirement.

A "Change in Control" shall mean a change in control of a nature that would be required to be reported in response to item (6e) of Schedule 14A of Regulation 14A promulgated under the 1934 Act as in effect on November 15, 1988, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the 1934 Act), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two (2) consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company cease, for

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

(b) EXERCISE PERIOD. If an optionee's employment with the Company and/or its Related Companies shall be terminated for any reason, except death, disability or Retirement to the extent the Option was exercisable by the optionee at the date of such termination of employment, the optionee shall be entitled to exercise the Option for the period of six (6) months from the date of such termination of employment unless the Option by its terms expires prior thereto, except as otherwise provided herein.

If an optionee shall become disabled while an employee of the Company or any Related Company or within six (6) months after the date of termination of employment with the Company or any Related Company but prior to the expiration of the Option, or if an optionee shall Retire, the retired optionee, the transferee of the Option pursuant to Section 7 or the disabled employee shall have the right to exercise the Option, and the right to exercise the Option shall terminate as provided by the terms of the Option. If an optionee shall die while an employee of the Company or any Related Company or within six (6) months from the date of termination of employment with the Company or any Related Company but prior to the expiration of the Option, the executor or administrator of the optionee's estate or a transferee of the Option pursuant to Section 7 shall have the right to exercise the Option, and the right to exercise the Option shall terminate upon the earliest of (i) the expiration of twelve (12) months from the date of such termination of employment, (ii) the expiration of twelve (12) months from the date of the optionee's death, or (iii) as otherwise provided by the terms of the Option. The occurrence of a Change in Control shall have no effect on the duration of the exercise period.

Whether military or other government or eleemosynary service or other leave of absence will constitute termination of employment shall be determined in each case by the Committee in its sole discretion.

Notwithstanding the foregoing termination provisions, the Committee may, in its sole discretion, establish different terms and conditions pertaining to the effect of an optionee's termination on the expiration or exercisability of newly granted options or (with the consent of the affected optionee) outstanding options. However, no Option or Right can have a term of more than ten years.

#### SECTION 9. NO RIGHTS AS A SHAREHOLDER

An optionee or a transferee of an optionee pursuant to Section 7 shall have no right as a shareholder with respect to any Stock covered by an Option or receivable upon the exercise of an Option or Right until the optionee or transferee shall have become the holder of record of such Stock, and no adjustments shall be made for dividends in cash or other property or other distributions or rights in respect to such Stock for which the record date is prior to the date on which the optionee or transferee shall have in fact become the holder of record of the share of Stock acquired pursuant to the Option or Right.

#### SECTION 10. ADJUSTMENT IN THE NUMBER OF SHARES AND IN OPTION PRICE

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

#### SECTION 11. AMENDMENTS, MODIFICATIONS AND TERMINATION OF THE PLAN

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

No amendment or termination or modification of the Plan shall in any manner affect any Option or Right theretofore granted without the consent of the optionee, except that the Committee may amend or modify the Plan in a manner that does affect Options or Rights theretofore granted upon a finding by the Committee that such amendment or modification is in the best interest of holders of outstanding Options or Rights affected thereby. Grants may be made until April 19, 2001. The Plan shall terminate when there are no longer Rights or Options outstanding under the Plan unless earlier terminated by the Board or by the Committee.

#### SECTION 12. GOVERNING LAW

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

QuickLinks

[THE COCA-COLA COMPANY 1991 STOCK OPTION PLAN \(Amended and Restated through December 13, 2006\)](#)

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

**(Amended and Restated Through December 13, 2006)**

**Section 1. Purpose**

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

**Section 2. Definitions**

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

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

"Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Exchange Act of 1934 ("1934 Act") as in effect on January 1, 1999, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the 1934 Act), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act as in effect on January 1, 1999) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two (2) consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors cease, for any reason, to constitute at least a majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareowners of the Company approve any merger or consolidation as a result of which the KO Common Stock (as defined below) shall be changed, converted or exchanged (other than a merger with a wholly owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareowners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareowners of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger, consolidation, liquidation or sale is completed; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such times as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change of Control would otherwise be deemed to have occurred, a majority of the Directors in office prior to the acquisition of the securities by such person determines otherwise.

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

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

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

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

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

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

"Options" means ISOs and NSOs granted under this Plan.

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

"Retire" means to enter Retirement.

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

### **Section 3. Options**

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

### **Section 4. Administration**

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

The Committee may, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and may make determinations and may take such other action in connection with or in relation to the Plan as it deems

necessary or advisable. Each determination or other action made or taken pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of the Options granted hereunder by the Committee, shall be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, its Related Companies, the Committee, the Board, officers and the affected employees and consultants to the Company and/or its Related Companies, optionees and the respective successors in interest of any of the foregoing.

#### **Section 5. Stock**

The KO Common Stock to be issued, transferred and/or sold under the Plan shall be made available from authorized and unissued KO Common Stock or from the Company's treasury shares. The total number of shares of KO Common Stock that may be issued or transferred under the Plan pursuant to Options granted thereunder may not exceed 120,000,000 shares (subject to adjustment as described below). Such number of shares shall be subject to adjustment in accordance with Section 5 and Section 11. KO Common Stock subject to any unexercised portion of an Option which expires or is canceled, surrendered or terminated for any reason may again be subject to Options granted under the Plan.

#### **Section 6. Eligibility**

Options may be granted to

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

No person shall be granted the right to acquire, pursuant to Options granted under the Plan, more than 5% of the aggregate number of shares of KO Common Stock originally authorized under the Plan, as adjusted pursuant to Section 11.

#### **Section 7. Awards of Options**

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

- (a) **Option Price.** The Option price shall be 100% of the fair market value of the KO Common Stock on the date of grant. The fair market value of a share of KO Common Stock shall be the average of the high and low market prices at which a share of KO Common Stock shall have been sold on the date of grant, or on the next preceding trading day if such date was not a trading date, as reported on the New York Stock Exchange Composite Transactions listing.
- (b) **Payment of Option Price.** The Option price shall be paid in full at the time of exercise, except as provided in the next sentence. If an exercise is executed by Merrill Lynch, Pierce, Fenner & Smith using the cashless method, the exercise price shall be paid in full no later than the close of business on the third Business Day following the exercise.



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

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

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

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

(d) Duration of Options. The duration of Options shall be determined by the Committee, but in no event shall the duration of an ISO exceed ten (10) years from the date of its grant or the duration of an NSO exceed fifteen (15) years from the date of its grant.

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

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

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

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

## Section 8. Nontransferability of Options

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

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

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

Event	Impact on Vesting	Impact on Exercise Period
Employment terminates upon Disability	All Options become immediately vested	Option expiration date provided in grant continues to apply
Employment terminates upon Retirement	Option held at least 12 full calendar months become immediately vested; Options held less than 12 full calendar months are forfeited	Option expiration date provided in grant continues to apply
Employment terminates upon death	All Options become immediately vested	Right of executor, administrator of estate (or other transferee permitted by Section 8) terminates on earlier of (1) 12 months from the date of death, or (2) the expiration date provided in the Option
Employment terminates upon Change in Control	All Options become immediately vested	Option expiration date provided in grant continues to apply
Termination of employment where optionee receives serial severance payment(s).	Unvested Options are forfeited.	Options expire upon the earlier of (1) the end of the severance period, but not less than 6 months from the termination date, or (2) the Option expiration date provided in the grant.
Termination of employment where optionee does not receive serial severance payment(s).	Unvested Options are forfeited	Expires upon earlier of 6 months from termination date or Option expiration date provided in grant
US military leave	Vesting continues during leave	Option expiration date provided in grant continues to apply
Eleemosynary service	Committee's discretion	Committee's discretion
US FMLA leave of absence	Vesting continues during leave	Option expiration date provided in grant continues to apply

Event	Impact on Vesting	Impact on Exercise Period
Company investment in optionees employer falls under 20% (this constitutes a termination of employment under the Plan, effective the date the investment falls below 20%)	Unvested Options are forfeited	Expires upon earlier of 6 months from termination date or Option expiration date provided in grant
OR		
employment is transferred to an entity in which the Company's ownership interest is less than 20% Employment transferred to Related Company	Vesting continues after transfer	Option expiration date provided in grant continues to apply
Death after employment has terminated but before Option has expired (note that termination of employment may have resulted in a change to the original Option expiration date provided in the grant)	Not applicable	Right of executor, administrator of estate (or other transferee permitted by Section 8) terminates on earlier of (1) 12 months from the date of death, or (2) the Option expiration that applied at the date of death (note that termination of employment may have resulted in a change to the original Option expiration date provided in the grant)

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

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

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

**Section 10. No Rights as a ShareOwner**

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

date on which the optionee or transferee shall have in fact become the holder of record of the share of KO Common Stock acquired pursuant to the Option.

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

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

#### **Section 12. Amendments, Modifications and Termination of the Plan**

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

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

#### **Section 13. Governing Law**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

QuickLinks

[THE COCA-COLA COMPANY 1999 STOCK OPTION PLAN \(Amended and Restated Through December 13, 2006\)](#)

**THE COCA-COLA COMPANY  
2002 STOCK OPTION PLAN  
(Amended and Restated through December 13, 2006)**

**Section 1. Purpose**

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

**Section 2. Definitions**

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

"Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Exchange Act of 1934, as amended ("1934 Act"), as in effect on January 1, 2002, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the 1934 Act), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act as in effect on January 1, 2002) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two (2) consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company cease, for any reason, to constitute at least a majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareowners of the Company approve any merger or consolidation as a result of which the KO Common Stock (as defined below) shall be changed, converted or exchanged (other than a merger with a wholly owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareowners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareowners of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger, consolidation, liquidation or sale is completed; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such times as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change of Control would otherwise be deemed to have occurred, a majority of the Directors in office prior to the acquisition of the securities by such person determines otherwise.

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

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

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

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

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

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

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

"Options" means ISOs and NSOs granted under this Plan.

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

"Retire" means to enter Retirement.

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

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

### **Section 3. Options and SARs**

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

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

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

#### **Section 4. Administration**

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

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

#### **Section 5. Stock**

The KO Common Stock to be issued, transferred and/or sold under the Plan shall be made available from authorized and unissued KO Common Stock or from the Company's treasury shares. The total number of shares of KO Common Stock that may be issued or transferred under the Plan pursuant to Options or SARs granted thereunder may not exceed 120,000,000 shares (subject to adjustment as described below); provided, however, that in no event shall the number of shares of KO Common Stock that may be issued, transferred or sold under the Plan exceed 5% of the number of shares of KO Common Stock outstanding on a given date. Such number of shares shall be subject to adjustment in accordance with Section 5 and Section 11. KO Common Stock subject to any unexercised portion of an Option or SAR which expires or is canceled, surrendered or terminated for any reason may again be subject to Options or SARs granted under the Plan.

#### **Section 6. Eligibility**

Options and/or SARs may be granted to:

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

No person shall be granted the right to acquire, pursuant to Options or SARs granted under the Plan, more than 5% of the aggregate number of shares of KO Common Stock originally authorized under



the Plan, as adjusted pursuant to Section 11. No option or SAR shall be exercisable unless the employee properly, timely and unconditionally executes (by any means approved by the plan administrator) a stock option agreement provided in connection with the stock option or SAR award.

#### **Section 7. Awards of Options and SARs**

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

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

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

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

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

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

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

(d) **Duration of Options and SARs.** The duration of Options and SARs shall be determined by the Committee, but in no event shall the duration of an ISO exceed ten (10) years from the date of its grant or the duration of an NSO or SAR exceed fifteen (15) years from the date of its grant.

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

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

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

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

#### **Section 8. Nontransferability of Options and SARs**

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

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

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

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

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

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

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

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

#### Section 10. No Rights as a Shareowner

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

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

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

### **Section 12. Amendments, Modifications and Termination of the Plan**

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

No amendment or termination or modification of the Plan shall in any manner affect any Option or SAR theretofore granted without the consent of the optionee, except that the Committee may amend or modify the Plan in a manner that does affect Options and SARs theretofore granted upon a finding by the Committee that such amendment or modification is in the best interest of holders of outstanding Options and SARs affected thereby. Grants of ISOs may be made under this Plan until April 17, 2012 or such earlier date as this Plan is terminated, and grants of NSOs and SARs may be made until all of the 120,000,000 shares of KO Common Stock authorized for issuance hereunder (adjusted as provided in Sections 5 and 11) have been issued or until this Plan is terminated, whichever first occurs. The Plan shall terminate when there are no longer Options or SARs outstanding under the Plan, unless earlier terminated by the Board or by the Committee.

### **Section 13. Governing Law**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

QuickLinks

[THE COCA-COLA COMPANY 2002 STOCK OPTION PLAN \(Amended and Restated through December 13, 2006\)](#)

THE COCA-COLA COMPANY  
1983 RESTRICTED STOCK AWARD PLAN  
(As Amended through December 13, 2006)

SECTION 1. PURPOSE

The purpose of the 1983 Restricted Stock Award Plan of The Coca-Cola Company (the "Plan") is to advance the interest of The Coca-Cola Company (the "Company") and its Related Companies (as defined in Section 4 hereof), by encouraging and enabling the acquisition of a financial interest in the Company by officers and other key employees through grants of restricted shares of Company Common Stock (the "Awards", or singly, an "Award") and through reimbursement by the Company of amounts payable by such persons as a consequence of any such Award (the "Cash Amount"). The Plan is intended to aid the Company and its Related Companies in retaining officers and key employees, to stimulate the efforts of such employees and to strengthen their desire to remain in the employ of the Company and its Related Companies. In addition, the Plan may also aid in attracting officers and key employees who will become eligible to participate in the Plan after a reasonable period of employment by the Company or its Related Companies.

SECTION 2. ADMINISTRATION

The Plan shall be administered by a committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") from among its members and shall be comprised of not less than three (3) members of the Board. Unless and until its members are not qualified to serve on the Committee pursuant to the provisions of the Plan, the Compensation Committee of the Board shall function as the Committee. Members of the Committee shall be members of the Board who are not eligible to participate under the Plan and who have not been eligible to participate in the Plan for at least one year prior to the time they become members of the Committee. The Committee shall determine the officers and key employees of the Company and its Related Companies (including officers, whether or not they are directors) to whom, and the time or times at which, Awards will be granted, the number of shares to be awarded, the time or times within which the Awards may be subject to forfeiture, and all other conditions of the Award. The provisions of the Awards need not be the same with respect to each recipient.

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

SECTION 3. STOCK

The stock to be issued under the Plan pursuant to Awards shall be shares of Common Stock, \$.25 par value, of the Company (the "Stock"). The Stock shall be made available from treasury or authorized and unissued shares of Common Stock of the Company. The total number of shares of Stock that may be issued pursuant to Awards under the Plan, including those already issued, may not exceed 24,000,000 shares (which number reflects stock splits subsequent to adoption of the Plan). Such numbers of shares shall be subject to adjustment in accordance with Section 8. Shares of Stock previously granted pursuant to Awards, but which are forfeited pursuant to Section 5, below, shall be available for future Awards.

#### SECTION 4. ELIGIBILITY

Awards may be granted to officers and key employees of the Company and its Related Companies who have been employed by the Company or a Related Company (but only if the Related Company is one in which the Company owns on the grant date, directly or indirectly, either (i) 50% or more of the voting stock or capital where such entity is not publicly held, or (ii) an interest which causes the Related Company's financial results to be consolidated with the Company's financial results for financial reporting purposes) for a reasonable period of time determined by the Committee. The term "Related Company" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 20 percent or more of the voting stock or capital at the applicable time. No employee shall acquire pursuant to Awards granted under the Plan more than twenty (20) percent of the aggregate number of shares of Stock issuable pursuant to Awards under the Plan.

#### SECTION 5. AWARDS

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

(a) The Stock subject to an Award shall be forfeited to the Company if the employment of the employee by the Company or a Related Company terminates for any reason (including, but not limited to, termination by the Company, with or without cause) other than death, "Retirement", as hereinafter defined, provided that such Retirement occurs at least five (5) years from the date of grant of an Award and also provided that the employee has attained the age of 62, or disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), prior to a "Change in Control" of the Company as hereinafter defined. "Retirement", as used herein, shall mean an employee's voluntarily leaving the employ of the Company or a Related Company on a date which is on or after the earliest date on which such employee would be eligible for an immediately payable benefit pursuant to (i) for those employees eligible for participation in the Company's Supplemental Retirement Plan, the terms of that Plan and (ii) for all other employees, the terms of the Employees Retirement Plan (the "ERP") assuming such employees were eligible to participate in the ERP.

(b) If at any time the recipient Retires on a date which is at least five (5) years from the date of grant of an Award and on or after the date on which the employee has attained the age of 62, dies or becomes disabled, or in the event of a "Change in Control" of the Company, as hereinafter defined, prior to such Retirement, death or disability, such recipient shall be entitled to retain the number of shares subject to the Award. A "Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect on November 15, 1988, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the Exchange Act), is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company cease, for any reason, to constitute at least a majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareholders of the Company approve any merger or consolidation as a result of which the Stock shall be changed, converted or exchanged (other than a merger with a wholly-owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company; or (iv) the shareholders of the Company approve any merger or consolidation to which the Company is a party as a result of



which the persons who were shareholders of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise.

(c) Within sixty (60) days of the date of death, disability or Retirement on a date which is at least five (5) years from the date of grant of an Award and on or after the date on which the employee has attained the age of 62, and immediately upon a "Change in Control" as described in subparagraphs (a) and (b) of this Section 5, the Company shall pay to the recipient of an Award an amount equal to the Cash Amount less any amounts required by law to be withheld with respect to the Award and the Cash Amount, such Cash Amount not to exceed the federal, state and local taxes such recipient must pay as a result of the fair market value of the Award being included in income for federal, state and local income tax purposes. For purposes of this subparagraph 5(c) the fair market value of an Award shall be the average of the high and low market prices at which a share of Stock shall have been sold on the date of death, disability, such Retirement or a Change in Control, or on the next preceding trading day, if such date is not a trading day, as reported on the New York Stock Exchange—Composite Transactions listing or as otherwise determined by the Committee.

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

#### SECTION 6. NONTRANSFERABILITY OF AWARDS

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

#### SECTION 7. RIGHTS AS A STOCKHOLDER

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

#### SECTION 8. ADJUSTMENT IN THE NUMBER OF SHARES AWARDED

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

#### SECTION 9. TAXES

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

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

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

#### SECTION 10. RESTRICTIVE LEGEND AND STOCK POWER

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

#### SECTION 11. AMENDMENTS, MODIFICATIONS AND TERMINATION OF PLAN

The Board or the Committee may terminate the Plan, in whole or in part, may suspend the Plan, in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed necessary or desirable to qualify the Awards under the laws of various states (including tax laws) and under rules and regulations promulgated by the Securities and Exchange Commission with respect to employees who are subject to the provisions of Section 16 of the Securities Exchange Act of 1934, or to correct any defect or supply an omission or reconcile any inconsistency in the Plan or in any Award granted thereunder, without the approval of the stockholders of the Company; provided, however, that no action shall be taken without the approval of the stockholders of the Company which may increase the number of shares of Stock available for Awards or withdraw administration from the Committee, or permit any person while a member of the Committee to be eligible to receive an Award. No amendment or termination or modification of the Plan shall in any manner affect Awards therefore granted without the consent of the employee unless the Committee has made a determination that an amendment or modification is in the best interest of all persons to whom Awards have theretofore been granted. The Board or the Committee may modify or remove restrictions contained in Sections 5 and 6 on an Award or the Awards as a whole which have been previously granted upon a determination that such action is in the best interest of the Company. The Plan shall terminate when (a) all Awards authorized under the Plan have been granted and (b) all shares of Stock subject to Awards under the Plan have been issued and are no longer subject to forfeiture under the terms hereof unless earlier terminated by the Board or the Committee.

SECTION 12. GOVERNING LAW

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

QuickLinks

[THE COCA-COLA COMPANY 1983 RESTRICTED STOCK AWARD PLAN \(As Amended through December 13, 2006\)](#)

**THE COCA-COLA COMPANY**

**1989 RESTRICTED STOCK AWARD PLAN**  
(As Amended through December 13, 2006)

**Section 1. Purpose**

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

**Section 2. Administration**

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

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

**Section 3. Stock**

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

#### Section 4. Eligibility

Awards may be granted to officers and key employees of the Company and its Related Companies who have been employed by the Company or a Related Company (but only if the Related Company is one in which the Company owns on the grant date, directly or indirectly, either (i) 50% or more of the voting stock or capital where such entity is not publicly held, or (ii) an interest which causes the Related Company's financial results to be consolidated with the Company's financial results for financial reporting purposes) for a reasonable period of time determined by the Committee. The term "Related Company" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 20 percent or more of the voting stock or capital at the applicable time. No employee shall acquire pursuant to Awards granted under the Plan more than twenty (20) percent of the aggregate number of shares of Stock issuable pursuant to Awards under the Plan.

#### Section 5. Awards

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

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

(b) If at any time the recipient retires on a date which is at least five (5) years from the date of grant of an Award and on or after the date on which the employee has attained the age of 62, dies or becomes disabled, or in the event of a "Change in Control" of the Company, as hereinafter defined, prior to such Retirement, death or disability, such recipient shall be entitled to retain the number of shares subject to the Award. A "Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as in effect on November 15, 1988, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the Exchange Act), is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning of such period

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

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

(d) Performance-Based Awards.

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

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

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

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

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

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

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

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

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

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

(e) The receipt of stock subject to an Award shall be eligible for deferral in accordance with the terms and subject to the conditions of The Coca-Cola Company Deferred Compensation Plan.

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



## **Section 6. Nontransferability of Awards**

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

## **Section 7. Rights as a Stockholder**

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

## **Section 8. Adjustment in the Number of Shares Awarded**

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

## **Section 9. Taxes**

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

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

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

#### **Section 10. Restrictive Legend and Stock Power**

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

#### **Section 11. Amendments, Modifications and Termination of Plan**

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

#### **Section 12. Governing Law**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

**THE COCA-COLA COMPANY 1989 RESTRICTED STOCK AWARD PLAN**

**ADDENDUM**

For Individuals Resident in France

Awards granted under The Coca-Cola Company 1989 Restricted Stock Award Plan (the "Plan") to employees (the "Employees") of Related Companies of The Coca-Cola Company in France may be granted under the terms of this Addendum to the Plan, provided that such Awards shall not have terms that would not otherwise be allowed under the general terms of the Plan.

1. This addendum shall be applicable to Employees who are employed by a Related Company of The Coca-Cola Company (as an employee or a director) and who is resident in France at the time of the grant.
2. Awards granted under this Addendum shall include a minimum two-year vesting period and the Employee must hold such awards for a minimum two-year holding period in order to qualify for the special tax considerations.
3. Grants under this Addendum must also comply with any other requirements set forth by the French tax administration in effect at the time of such grant.

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[THE COCA-COLA COMPANY 1989 RESTRICTED STOCK AWARD PLAN \(As Amended through December 13, 2006\)](#)  
[THE COCA-COLA COMPANY 1989 RESTRICTED STOCK AWARD PLAN ADDENDUM](#)

**LONG-TERM PERFORMANCE INCENTIVE PLAN  
OF THE COCA-COLA COMPANY  
(Amended and Restated through December 13, 2006)**

**I. Plan Objective**

The purpose of the Long-Term Performance Incentive Plan of The Coca-Cola Company is to promote the interests of The Coca-Cola Company by providing additional long-term incentives for participating executive and senior officers and key employees who contribute to the improvement of operating results of the Company and to reward outstanding performance on the part of those individuals whose decisions and actions most significantly affect the growth and profitability and efficient operation of the Company.

**II. Definitions**

The terms used herein will have the following meanings:

"**Applicable Interest Rate**" means the interest rate determined pursuant to rules promulgated by the Compensation Committee, provided that in no event will such interest rate constitute interest which is "above market" as set forth in Item 402 of Regulation S-K (or successor provision) promulgated by the Securities and Exchange Commission.

"**Award Certification Date**" the date on which the Compensation Committee determines the LTI Award.

"**Board**" means the Board of Directors of The Coca-Cola Company.

"**Code**" means the Internal Revenue Code 1986, as amended.

"**Compensation Committee**" means the Compensation Committee of the Board (or a subset thereof) consisting of not less than two members of the Board, each of whom is an "outside director" under Code Section 162(m).

"**Company**" means The Coca-Cola Company.

"**Deferred Compensation Plan**" means the Deferred Compensation Plan of The Coca-Cola Company.

"**LTI Award**" means an award, with adjustments (if any), paid pursuant to Section V of the Plan.

"**Majority-Owned Related Company**" means a Related Company in which the Company owns, during the relevant time, either (i) 50% or more of the voting stock or capital where such entity is not publicly held, or (ii) an interest which causes the other entity's financial results to be consolidated with the Company's financial results for financial reporting purposes.

"**Management Committee**" means a committee comprised of the Chief Executive Officer and the General Counsel.

"**Participant**" means an executive or senior officer or other key executives of the Company or a Majority-Owned Related Company or their key operations, groups and divisions who is selected for participation by the Compensation Committee and, for purposes Section V, a key employee who is selected for participation by the Management Committee.

"**Performance Period**" means the time period for which a Participant's performance is measured for purposes of receiving a LTI Award under this Plan.

"Plan" means this Long-Term Performance Incentive Plan of The Coca-Cola Company.

"Plan Year" means the 12-month period beginning January 1 and ending December 31.

"Related Company" means any corporation or business organization in which the Company owns, directly or indirectly, during the relevant time, 20% or more of the voting stock or capital where such entity is not publicly held.

### III. Administration

The Plan will be administered by the Compensation Committee. The Compensation Committee will determine which of the Participants to whom, and the time or times at which, LTI Awards will be granted under the Plan, and the other terms and conditions of the grant of the LTI Award. The provisions and conditions of the grants of LTI Awards need not be the same with respect to each grantee or with respect to the LTI Award.

The Compensation Committee will, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and will make determinations and will take such other action in connection with or in relation to accomplishing the objectives of the Plan as it deems necessary or advisable. Each determination or other action made or taken pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of the Awards granted hereunder by the Compensation Committee will be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, the Compensation Committee, the Management Committee, the Board, officers, the affected employees of the Company, and any Participant or former Participant under the Plan, as well as their respective successors in interest.

### IV. Performance Criteria and Performance Goals

a. **Performance Criteria.** Performance will be measured based upon one or more objective criteria for each Performance Period. Criteria will be measured over the Performance Period. Within 90 days of the beginning of a Performance Period (or, if shorter, before 25% of the Performance Period has elapsed), the Compensation Committee shall specify in writing which of the following criteria will apply during such Performance Period, as well as any applicable matrices, schedules, or formulae applicable to weighting of such criteria in determining performance:

1. Unit Case Sales;
2. Operating Profit or Operating Profit Margin;
3. Share of Sales;
4. Growth in Economic Profit;
5. Growth in Earnings Per Share;
6. Shareowner Value;
7. Earnings Per Share;
8. Net Income;
9. Profit Before Tax;
10. Gross Profit;
11. Return on Assets;
12. Total Shareowner Return;

13. Cash Flow;
14. Revenue Growth;
15. Operating Expenses;
16. Economic Value Added; and
17. Quality as determined by the Company's Quality Index.

**b. Performance Goals.** Using any applicable matrices, schedules, or formulae applicable to weighting of the performance criteria, the Compensation Committee will develop, in writing, performance goals for each Participant for a Performance Period, within 90 days of the start of the Performance Period (or, if shorter, before 25% of the Performance Period has elapsed) in which they would apply. With regard to performance goals for Participants who are key employees determined to be eligible by the Management Committee pursuant to Section V(a), the Management Committee will develop the performance goals for each Participant for a Performance Period. The Compensation Committee shall have the right to use different performance criteria for different Participants. When the Compensation Committee (or Management Committee, if applicable) sets the performance goals for a Participant, the Compensation Committee (or Management Committee, if applicable) shall establish the general, objective rules which will be used to determine the extent, if any, that a Participant's performance goals have been met and the specific, objective rules, if any, regarding any exceptions to the use of such general rules, and any such specific, objective rules may be designed as the Compensation Committee (or Management Committee, if applicable) deems appropriate to take into account any extraordinary or one-time or other non-recurring items of income or expense or gain or loss or any events, transactions or other circumstances that the Compensation Committee (or Management Committee, if applicable) deems relevant in light of the nature of the performance goals set for the Participant or the assumptions made by the Compensation Committee (or Management Committee, if applicable) regarding such goals.

In the event that a Participant is assigned a performance goal following the time at which performance goals are normally established for the Performance Period due to placement in an executive or senior position, or due to a change in position after the start of the Performance Period, the Performance Period for such Participant shall be the portion of the Plan Year or original Performance Period remaining, whichever is applicable. In such case, the Compensation Committee will develop in writing performance goals for each such Participant before 25% of the Performance Period in which they would apply elapses.

#### **V. Long-Term Incentive Program**

**a. Eligibility.** Eligibility for participation in the Plan is limited to each executive officer and such other senior officers of the Company or Related Companies as the Compensation Committee may designate, and select other key employees of the Company or Related Companies as may be determined to be eligible by the Management Committee. No person will be automatically entitled to participate in the Plan.

The fact that a Participant has been designated eligible to participate in the Plan for one Performance Period does not assure that such individual will be eligible to participate in any subsequent Performance Period. The fact that an individual participates in the Plan for any Performance Period does not mean that such individual will receive an LTI Award for any Performance Period.

**b. Participation.**

1. Performance Period. Generally, the Performance Period for any Participant will be three years, but may be shorter or longer at the discretion of the Compensation Committee. However,

the Management Committee may, in its sole discretion select one or more additional Participants (who are not executive or senior officers of the Company or Related Companies) to participate during an existing Performance Period after the Performance Period has begun, provided less than 18 months have passed since the beginning of the Performance Period. In such cases, the Performance Period for the new Participant will be the time period remaining in the existing Performance Period.

2. Annual Selection of Participants by the Compensation Committee Generally, the Compensation Committee annually will select the Participants within 90 days after the beginning of a Performance Period (or, if shorter, before 25% of the Performance Period has elapsed) in accordance with Code Section 162(m). Following such selection by the Compensation Committee, the Participants will be advised they are participants in the Plan for a Performance Period. Each Performance Period generally will be of three years duration and will commence on the first day of the applicable Plan Year. A new Performance Period may commence each Plan Year.

**c. LTI Awards**

1. Certification. At the end of each applicable Performance Period, the Compensation Committee shall certify the extent, if any, to which the measures established in accordance with Sections IV have been met and shall determine the LTI Award, if any, payable to Participants. LTI Awards may be granted to Participants as determined in the sole discretion of the Compensation Committee. The Compensation Committee may not increase the amount of any LTI Award. The Compensation Committee may, in its negative discretion, reduce the amount of any LTI Award or refuse to pay any LTI Award.

2. Form of Payments of LTI Awards Except as otherwise provided in this Plan, LTI Awards for each Participant will be settled in one of the manners set forth in Section V(c)(2)(i), (2)(ii) or (2)(iii), as determined on a case-by-case basis in the sole discretion of the Compensation Committee and in three installments as provided in Sections V(c)(3)(i), (3)(ii), and (3)(iii). LTI Awards are subject to forfeiture until settled, as provided below. In no event will the value of any LTI Award to a Participant for any Performance Period exceed the amount of \$10,000,000, excluding interest on any Contingent Award (as defined below).

i. Cash. The Compensation Committee may, in its sole discretion, pay any LTI Award in cash. LTI Awards paid in cash will be paid pursuant to Sections V(c)(3)(i), 3(ii), and 3(iii) below, unless the Compensation Committee specifies a different payment date or unless the Compensation Committee has approved a request by a Participant to defer receipt of any LTI Award in accordance with Section V(c)(4) below.

ii. Stock Options. The Compensation Committee may, in its sole discretion, pay any LTI Award through the grant of stock options under The Coca-Cola Company 2002 Stock Option Plan, as amended, or successor stock option plan approved by shareowners (the "Stock Option Plan"). Any LTI Award issued in the form of stock options shall be subject to the terms and conditions of the applicable Stock Option Plan.

iii. Stock. The Compensation Committee may, in its sole discretion, pay any LTI Award by issuing to a Participant stock under The Coca-Cola Company 1989 Restricted Stock Award Plan, as amended, or any successor restricted stock award plan approved by shareowners (the "Restricted Stock Plan"). Any LTI Award issued in the form of stock shall be subject to the terms and conditions of the Restricted Stock Plan.



3. Timing of Payments of LTI Awards

i. The Vested Award. Thirty-three percent of the LTI Award (the "Vested Award") generally will be paid to each Participant within 60 days after the Award Certification Date, unless the Compensation Committee specifies a different payment date.

ii. First Contingent Award. Thirty-three percent of the LTI Award is referred to herein as the "First Contingent Award." The First Contingent Award, plus interest at the Applicable Interest Rate thereon from the Award Certification Date, will be paid to each Participant within 60 days after the expiration of the first year following the end of the final year of the applicable Performance Period, provided that such First Contingent Award has not been forfeited as set forth in the following sentence. The First Contingent Award will be forfeited to the Company (unless the Compensation Committee in its sole discretion otherwise determines) if, within one year from the end of the Performance Period, the Participant terminates his or her employment with the Company or a Majority-Owned Related Company (for reasons other than death, retirement or disability, or transfer to a Related Company, as such events may be defined by the Compensation Committee).

iii. Second Contingent Award. Thirty-four percent of the LTI Award is referred to herein as the "Second Contingent Award." (The First and Second Contingent Awards collectively shall be referred to herein as the "Contingent Awards".) The Second Contingent Award, plus interest at the Applicable Interest Rate thereon from the Award Certification Date, will be paid to each Participant within 60 days after the expiration of the second year following the end of the final year of the applicable Performance Period, provided that such Second Contingent Award has not been forfeited as set forth in the following sentence. The Second Contingent Award will be forfeited to the Company (unless the Compensation Committee in its sole discretion otherwise determines) if, within two years from the end of the Performance Period, the Participant terminates his or her employment with the Company or a Majority-Owned Related Company (for reasons other than death, retirement or disability, or transfer to a Related Company, as such events may be defined by the Compensation Committee).

iv. Termination for Specified Reasons After End of Performance Period If a Participant retires, becomes disabled or dies after the end of the Performance Period but prior to receiving his entire remaining LTI Award, the Participant or his or her estate shall be entitled to receive the entire remaining LTI Award, with interest accruing only through and including the date of such event. Generally, such payment to the Participant or his or her estate shall be made within 60 days after the event.

If a Participant transfers to a Related Company after the end of the Performance Period, the Participant shall be entitled to receive the entire remaining LTI Award. Generally, the payment of the First Contingent Award to such Participant shall be made within 60 days after the expiration of the first year following the end of the final year of the applicable Performance Period, unless the Compensation Committee specifies a different payment date. Generally, the payment of the Second Contingent Award to such Participant shall be made within 60 days after the expiration of the second year following the end of the final year of the applicable Performance Period, unless the Compensation Committee specifies a different payment date. If such Participant should terminate from the Related Company prior to receiving the entire remaining LTI Award, any remaining LTI Award will be payable subject to the sole and absolute discretion of the Compensation Committee.

4. Deferral of Payment of LTI Award The Compensation Committee may, in its sole discretion, permit a Participant to defer a Vested Award or any Contingent Award under the Deferred Compensation Plan (or comparable international plan, if any) pursuant to the terms and

conditions of the Deferred Compensation Plan, provided such deferrals are permitted by the Deferred Compensation Plan.

5. Withholding for Taxes. The Company will have the right to deduct from all LTI Award payments any taxes required to be withheld with respect to such payments, including hypothetical taxes under the Company's International Service Program Policy.

6. Payments to Estates. LTI Awards and interest thereon, if any, which are due to a Participant pursuant to the provisions hereof and which remain unpaid at the time of his or her death will be paid in full to the Participant's estate.

**d. Termination or Transfer of Employment During a Performance Period.**

1. For Reasons Other Than Retirement, Disability or Death. If the Participant's employment with the Company or a Majority-Owned Related Company terminates for any reason (other than retirement, disability, death, or transfer to a Related Company) during any Performance Period, the Compensation Committee may in its sole discretion determine that the Participant will not be entitled to any LTI Award for that Performance Period; otherwise, the Participant will receive a prorated LTI Award calculated in accordance with Section V(d)(3). Such payment, if any, will be paid in full in a lump sum within 60 days after the Award Certification Date so that there will be no Contingent Awards owing to the Participant and no ability to defer payment of such prorated LTI Award.

2. For Retirement, Disability or Death. If a Participant's employment with the Company or a Majority-Owned Related Company terminates during a Performance Period because of retirement, disability or death during any Performance Period, and an LTI Award is payable under the Plan for such Performance Period, the Participant (or his or her estate in the event of death) will be entitled to a prorated LTI Award calculated in accordance with Section V(d)(4). Such payment will be paid in full in a lump sum within 60 days after the Award Certification Date so that there will be no Contingent Awards owing to the Participant or his or her estate and no ability to defer payment of such prorated LTI Award.

3. For Transfer to Related Company. If a Participant's employment with the Company or a Majority-Owned Related Company terminates during a Performance Period because he or she is transferred to a Related Company during any Performance Period, and an LTI Award is payable under the Plan for such Performance Period, the Participant will be entitled to a prorated LTI Award calculated in accordance with Section V(d)(4). Such payment will be paid in cash pursuant to Sections V(c)(3)(i), (3)(ii), and (3)(iii) without ability to defer payment of such prorated LTI Award.

4. Calculation of Prorated LTI Awards for Termination or Transfer During a Performance Period Any prorated LTI Award to be paid in accordance with Section V(d)(1), (2) or (3) will be calculated as if the Performance Period ended on the last day of the year in which the Participant's employment terminated. The Compensation Committee will certify performance based upon the applicable criteria as if the Performance Period has ended. The portion of the LTI Award to be paid to the Participant or his or her estate would then be determined by multiplying the LTI Award amount times a fraction, the numerator of which will be the number of months of the Performance Period that elapsed prior to the termination of employment (rounding up to the next whole number) and the denominator of which will be the number of months in the original Performance Period.

**VI. Amendment and Termination**

The Board or the Compensation Committee may terminate the Plan at any time. From time to time the Compensation Committee may suspend the Plan, in whole or in part. From time to time, the

Board or the Compensation Committee may amend the Plan, subject to obtaining share-owner approval if required by Code Section 162(m). No amendment, termination or modification of the Plan may in any manner affect Awards theretofore granted without the consent of the Participant unless the Compensation Committee has made a determination that an amendment or modification is in the best interest of all persons to whom Awards have theretofore been granted, but in no event may such amendment or modification result in an increase in the amount of compensation payable pursuant to such Award.

#### **VII. Applicable Law**

The Plan and all rules and determinations made and taken pursuant hereto will be governed by the laws of the State of Georgia, to the extent not preempted by federal law, and construed accordingly.

#### **VIII. Effect on Benefit Plans**

Awards may be included in the computation of benefits under the Employee Retirement Plan of The Coca-Cola Company, The Coca-Cola Export Corporation Overseas Retirement Plan and other retirement plans maintained by the Company and Related Companies under which the Participant may be covered and The Coca-Cola Company Thrift & Investment Plan subject to all applicable laws and in accordance with the provisions of those plans.

Awards will not be included in the computation of benefits under any group life insurance plan, travel accident insurance plan, personal accident insurance plan or under Company policies such as severance pay and payment for accrued vacation, unless required by applicable laws.

#### **IX. Change in Control**

A "Change in Control," for purposes of this Section IX, will mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect on January 1, 2003, provided that such a change in control will be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the Exchange Act as in effect on January 1, 2003) is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act as in effect on January 1, 2003) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board cease, for any reason, to constitute at least a majority of the Board, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the share owners of the Company approve any merger or consolidation as a result of which its stock will be changed, converted or exchanged (other than a merger with a wholly-owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company; or (iv) the share owners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were share owners of the Company immediately prior to the effective date of the merger or consolidation will have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation; provided, however, that no Change in Control will be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board determines otherwise.

If there is a Change in Control (as defined in this Section IX) while the Plan remains in effect, then:

1. each Participant's LTI Awards accrued through the date of such Change in Control for each Performance Period then in effect automatically will become nonforfeitable on such date;
2. the Compensation Committee immediately after the date of such Change in Control will determine each Participant's LTI Award accrued through the end of the calendar month which immediately precedes the date of such Change in Control, and such determination will be made based on a formula established by the Compensation Committee which computes such LTI Award using (1) actual performance data for each full Plan Year in each Performance Period for which such data is available and (2) projected data for each other Plan Year, which projection will be based on a comparison (for the Plan Year which includes the Change in Control) of the actual performance versus targeted performance for each criteria applicable to the Award for the full calendar months (in such Plan Year) which immediately precede the Change in Control, multiplied by (3) a fraction, the numerator of which will be the number of full calendar months in each such Performance Period before the date of the Change in Control and the denominator of which will be the number of months in the original Performance Period;
3. each Participant's accrued LTI Award (as determined under Section IX(b)(2)) and his then unpaid Vested Award and Contingent Award(s) under Section V(c) (3) (computed with interest at the Applicable Interest Rate) will be paid to him in a lump sum in cash promptly after the date of such Change in Control in lieu of any other additional payments under the Plan for the related Performance Periods; and
4. any federal golden parachute payment excise tax paid or payable under Code Section 4999, or any successor to such Code Section, by a Participant for his taxable year for which he reports the payment made under Section IX(b)(3) on his federal income tax return will be deemed attributable to such payment under Section IX(b)(3), and the Company promptly on written demand from the Participant (or, if he is dead, from his estate) will pay to him (or, if he is dead, to his estate) an amount equal to such excise tax.

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EXHIBIT 10.44

**THE COCA-COLA COMPANY**

**SEVERANCE PAY PLAN**

**AS AMENDED AND RESTATED  
EFFECTIVE MAY 1, 2003**

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**ARTICLE 1**  
**PURPOSE AND ADOPTION OF PLAN**

The Coca-Cola Company established The Coca-Cola Company Severance Pay Plan (the "Plan") effective as of January 1, 1993 to provide benefits to certain eligible employees of the Company who were terminated by the Company. The Company now amends and restates the Plan effective May 1, 2003. The Plan shall be an unfunded severance pay plan that is a welfare plan as such term is defined by the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), the benefits of which shall be paid solely from the general assets of the Company.

**ARTICLE 2**  
**DEFINITIONS**

For purposes of this Plan, the following terms shall have the meanings set forth below.

**Affiliate** means any corporation or other business organization in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital at the relevant time.

**Cause** means a violation of the Company's Code of Business Conduct or any other policy of the Company or an Affiliate, or gross misconduct.

**CCE** means Coca-Cola Enterprises Inc.

**Committee** means The Coca-Cola Company Benefits Committee appointed by the Senior Vice President, Human Resources, which shall act on behalf of the Company to administer the Plan as provided in Article 4.

**Company** means The Coca-Cola Company.

**Consideration Period** means the period given to a Participant to consider whether to sign the release and agreement required under Section 3.1.

**Disability or Disabled** means a condition for which a Participant becomes eligible for and receives a disability benefit under the long term disability insurance policy issued to the Company providing Basic Long Term Disability Insurance benefits pursuant to The Coca-Cola Company Health and Welfare Benefits Plan, or under any other long term disability plan that hereafter may be maintained by the Company or any Affiliate.

**International Service Employee** means an employee of the Company or any Affiliate who is classified as an International Service Employee on the Company's personnel and payroll systems.

**Participant** means:

- (a) an active, regular, full-time salaried employee of the Company or a Participating Affiliate who works primarily within the United States (one of the fifty states or the District of Columbia), or
- (b) for the time period of May 1, 2003 through December 31, 2003 only, an active, regular, part-time salaried employee of the Company who works primarily within the United States, or
- (c) an active, regular, full-time salaried International Service Employee.

Notwithstanding the foregoing, the term "Participant" shall not include any employee covered by a collective bargaining agreement between an employee representative and the Company or any Affiliate, unless otherwise provided in the collective bargaining agreement. Further, the term "Participant" shall not include any employee who is designated as hourly by the Company (or to the extent applicable, any Affiliate) on its payroll, personnel and benefits system.

An individual shall be treated as an "employee" for purposes of this Plan for any period only if (i) he is actually classified during such period by the Company (or to the extent applicable, any Affiliate) on its payroll, personnel and benefits system as an employee, and (ii) he is paid for services rendered during such period through the payroll system, as distinguished from the accounts payable

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department, of the Company or the Affiliate. No other individual shall be treated as an employee under this Plan for any period, regardless of his or her status during such period as an employee under common law or under any statute.

**Participating Affiliate** means any Affiliate identified in Appendix A.

**Plan** means The Coca-Cola Company Severance Pay Plan as set forth in this document and as hereafter amended from time to time.

**Severance Benefits Committee** means the committee appointed by the Senior Vice President, Human Resources to make certain determinations with regard to benefits payable under Article 3 and claims under Article 5 of this Plan.

**Substantially Equivalent Employment** means a position in the Company or with an Affiliate, or a position with an entity to whom all or any part of a Company division, subsidiary, or other business segment is outsourced, sold or otherwise disposed (including, without limitation, a disposition by sale of shares of stock or of assets) that, at the time the employment offer is made:

- (a) provides a principal place of employment of not more than 50 miles from the last principal place of employment with the Company or an Affiliate,
- (b) maintains the employee's job grade within one level (if new position is with the Company or an Affiliate that uses the same job grades), and
- (c) provides a total cash compensation opportunity consisting of base plus variable compensation, at target performance, that is at least 90% of total cash compensation opportunity at target performance, of the current position.

**Weekly Pay** means 1/52 of a Participant's annual basic salary (as determined by the Committee) as in effect on the date the Committee determines that his active employment terminated. For each Participant whose pay depends at least in part on commissions, "Weekly Pay" shall mean his basic weekly pay rate (as determined by the Committee) as in effect on the date the Committee determines that his active employment terminated, plus the weekly average of his commissions that the Committee determines that he earned during the calendar year immediately preceding the calendar year in which his active employment terminated.

**Years of Service** means:

- (a) for each Participant who is an International Service Employee, the Participant's full and continuous years of employment as a part-time, regular, hourly or salaried employee of the Company or any Affiliate, as determined by the Committee based on the Company's or Affiliate's personnel records; and
- (b) for each other Participant, the Participant's whole and partial Years of Vesting Service, as defined in the Employee Retirement Plan of The Coca-Cola Company; provided,
- (c) "Years of Service" shall not include any period of employment with the Company or any Affiliate for which the Participant is receiving or previously has received any severance pay or similar benefits, whether under this Plan or any other plan or arrangement sponsored or paid by the Company or any Affiliate.

### **ARTICLE 3** **BENEFITS**

#### 3.1 **Circumstances in Which Benefits are Payable.**

- (a) **Position Elimination.** A Participant shall qualify for a benefit under Section 3.3(a) of this Plan as a result of his involuntary loss of employment with the Company, a Participating



Affiliate, or, solely with respect to an International Service Employee, an Affiliate, if the Severance Benefits Committee in its discretion determines that:

- (1) his employment terminated as a result of a position elimination announced by the Company, a Participating Affiliate, or, in the case of an International Service Employee, an Affiliate;
- (2) he was not Disabled immediately prior to his termination of employment;
- (3) his termination was unrelated to a sale or other disposition, including outsourcing, of all or any part of a division, subsidiary or other business segment (including, without limitation, a disposition by sale of shares of stock or of assets) in which he was employed, unless he was not offered Substantially Equivalent Employment with the purchaser, acquirer or outsource vendor of the division, subsidiary or business segment;
- (4) he failed (as a result of such termination) to qualify for any severance pay (except as provided under this Plan) or other plan or benefit that the Severance Benefits Committee in its discretion deems to duplicate this Plan and that is sponsored or paid by the Company or any Affiliate; and
- (5) he properly, timely and unconditionally executes and does not revoke, the release and, if applicable, an agreement on confidentiality and competition required under Section 3.1(e).

(b) Other Involuntary Terminations. A Participant who fails to satisfy the requirements of Section 3.1(a) nevertheless shall qualify for a benefit as a result of his involuntary loss of employment with the Company, a Participating Affiliate, or, solely with respect to an International Service Employee, an Affiliate, if:

- (1) his employment was not terminated for Cause; and
- (2) he properly, timely and unconditionally executes, and does not revoke, the release and, if applicable, an agreement on confidentiality and competition required under Section 3.1(e).

The benefit payable under this Section 3.1(b) shall equal the Participant's Weekly Pay multiplied by four.

(c) Discretionary Benefit. A Participant may qualify for a benefit as a result of his involuntary loss of employment with the Company, a Participating Affiliate or, solely with respect to an International Service Employee, an Affiliate, if:

- (1) the Severance Benefits Committee acting in its discretion determines that such qualification is in the best interests of the Company;
- (2) his employment was not terminated for Cause; and
- (3) he properly, timely and unconditionally executes, and does not revoke, the release and, if applicable, an agreement on confidentiality and competition required under Section 3.1(e).

The benefit payable under this Section 3.1(c) shall be determined in the sole discretion of the Severance Benefits Committee on a case-by-case basis and the Severance Benefits Committee shall not be bound by prior benefit determinations. However, no benefit payable under this Section 3.1(c) shall exceed the amount of benefit payable under 3.3(a).

(d) Factors. In making the determinations required under this Section 3.1, the Severance Benefits Committee shall have the right to take into account all factors that the Severance Benefits Committee deems relevant under the circumstances.

(c) Release, Noncompetition and Nondisclosure Form. Participants shall be provided with releases and agreements on confidentiality and competition that Participants shall be required to properly, timely and unconditionally execute as a condition to qualifying for a benefit under this Plan, and such documents shall set forth the minimum requirements for a release and an agreement on confidentiality and competition under this Plan. The Severance Benefits Committee, as part of each determination under Section 3.1, also shall determine whether the release for a Participant shall (for reasons sufficient to the Severance Benefits Committee) include requirements in addition to the minimum requirements set forth in the form and shall revise the form release for such Participant accordingly. The Severance Benefits Committee in its sole discretion shall (for reasons sufficient to the Severance Benefits Committee) determine whether a Participant is required also to sign an agreement on confidentiality and competition to qualify for a benefit under this Plan. The Severance Benefits Committee, also shall determine whether the agreements shall contain additional requirements such as, but not limited to, a non-solicitation agreement and a non-disparagement agreement. If a Participant declines to properly, timely and unconditionally execute the release and, if applicable, an agreement on confidentiality and competition required by the Severance Benefits Committee for the benefit described in Section 3.1(a), (b) or (c), the Participant shall not qualify for any benefit under this Plan.

3.2 Circumstances in Which Benefits are Not Payable. Notwithstanding any other provision in this Plan to the contrary, an employee is not entitled to benefits under this Plan if the employee:

- (a) voluntarily terminates employment,
- (b) prior to receiving any benefit under the Plan, is offered Substantially Equivalent Employment, as determined by the Severance Benefits Committee, with the Company or one of its Affiliates,
- (c) is offered Substantially Equivalent Employment, as determined by the Severance Benefits Committee, in connection with the sale or other disposition, including outsourcing, of all or any part of a division, subsidiary or other business segment (including, without limitation, a disposition by sale of shares of stock or of assets) in which he was employed, or
- (d) is terminated for Cause, as determined by the Severance Benefits Committee.

Notwithstanding the foregoing, if a Participant otherwise eligible for benefits under Section 3.1, is offered Substantially Equivalent Employment with CCE between May 1, 2003 and December, 31, 2003, such Participant will be entitled to benefits under this Plan if he declines such offer of employment.

3.3 Benefit Formula

(a) Position Elimination. If a Participant qualifies under Section 3.1(a) for a benefit, his benefit under this Plan shall equal his Weekly Pay multiplied by the service factor set forth in the Severance Table for his tier.

Severance Table

<u>Tier</u>	<u>Service Factor</u>
1	104 weeks
2	78 weeks
3	52 weeks
4 and 5	2 weeks for each Year of Service with a minimum service factor of 12 weeks and a maximum service factor of 52 weeks

(b) Tiers. For purposes of this Section 3.3, a Participant shall be assigned to the tier set forth opposite his job grade (as determined from the Company's or Participating Affiliate's payroll records as of the date his employment terminated) and, if applicable, his status as an elected

corporate officer of the Company as of the date his employment terminated, under this Section 3.3(b):

<u>Tier</u>	<u>Job Grade</u>
1	18 or higher
	17 and elected corporate officer
2	17 and not an elected corporate officer
	16
	15
3	14
	13
4	12
	11
	10
5	9
	8
	7
	6
	5
	4
	3
	2
	1

Notwithstanding the foregoing, a Retail and Attractions employee who is eligible for a benefit under this Plan shall be treated as assigned to Tiers 4 and 5 for purposes of determining his benefit under this Plan.

3.4 Benefit Payment Form. If a Participant qualifies for a benefit under this Plan, such benefit shall be paid as soon as practicable after his active employment has terminated, and payment shall be made in the discretion of the Severance Benefits Committee either (i) in a lump sum or (ii) in equal weekly or semi-monthly installments (whichever installment form most closely reflects the Participant's pay period immediately prior to his termination of employment) over a period commencing with the date on which his employment terminated and extending for the period set forth as the Participant's service factor under Section 3.3(a) above; provided no installments shall be paid over a period that exceeds two years from the date that the Participant's employment terminated. At any time during the period in which a benefit under the Plan is paid to a Participant in installments, the Participant may elect to terminate the installments and receive the remaining balance of the benefit in a lump sum payment. No interest whatsoever shall be paid on any benefit under this Plan.

3.5 Withholding. The Company shall have the right to take such action as it deems necessary or appropriate in order to satisfy any federal, state or local income or other tax requirement to withhold or make deductions from any benefit otherwise payable under this Plan.

3.6 Presumed Qualification for Benefits and Obligation to Repay. If the Consideration Period given to a Participant ends after the date the Company would otherwise commence payment of benefits under this Plan to the Participant under Section 3.3, the Company may commence payment of the benefit to the Participant in accordance with Section 3.3 during the Consideration Period in the installment form. However, if at the end of the Consideration Period the Participant has not properly, timely and unconditionally executed the required release and, if applicable, an agreement on confidentiality and competition, his benefit under this Plan shall cease and the Participant shall return to the Company any benefit payments previously made to him.

3.7 Forfeiture of Benefit.

(a) Reemployment. If a Participant who is entitled to a benefit under the Plan is reemployed by the Company or any Affiliate, his benefit under the Plan shall cease or be forfeited in accordance with the following:

- (1) If the Participant is reemployed prior to receiving any benefit under the Plan, he shall forfeit the entire benefit otherwise payable under the Plan.
- (2) If he is reemployed after benefit payments have commenced in the form of installments, he shall forfeit any remaining installments otherwise payable on and after the date he is reemployed.
- (3) If he is reemployed after receiving his entire benefit under the Plan in the form of a lump sum, he shall return to the Company that portion of the lump sum equal to the remaining amount of benefit that would have been payable to him, as of the date he is reemployed, if he had received his Plan benefit in the installment form set forth in Section 3.4.

(b) Violation of Code of Business Conduct or Company Policy. If, following the determination that a Participant is entitled to a benefit under the Plan, the Severance Benefits Committee determines that during his employment, the Participant violated the Company's Code of Business Conduct or any other policy of the Company or Participating Affiliate, all or a portion of his benefit under the Plan shall cease or be forfeited. The Severance Benefits Committee has the sole discretion to determine on a case-by-case basis the amount of benefits that will be forfeited in accordance with the following:

- (1) If the Participant's violation is discovered and verified by the Severance Benefits Committee prior to receiving any benefit under the Plan, he shall forfeit all or a portion of the benefit otherwise payable under the Plan as determined in the Severance Benefits Committee's discretion.
- (2) If the Participant's violation is discovered and verified by the Severance Benefits Committee after benefit payments have commenced in the form of installments, he shall forfeit all or a portion of any remaining installments otherwise payable on and after the date such violation is verified, and shall return to the Company all or a portion of the installments already received as determined in the Severance Benefits Committee's discretion.
- (3) If the Participant's violation is discovered and verified by the Severance Benefits Committee after receiving his entire benefit under the Plan in the form of a lump sum, he shall return to the Company all or a portion of the lump sum as determined in the Severance Benefits Committee's discretion.

(c) Disability. If, following the determination that a Participant is entitled to a benefit under the Plan, the Participant becomes Disabled, his benefit under the Plan shall cease or be forfeited in accordance with the following:

- (1) If the Participant becomes Disabled prior to receiving any benefit under the Plan, he shall forfeit the entire benefit otherwise payable under the Plan.
- (2) If the Participant becomes Disabled after benefit payments have commenced in the form of installments, he shall forfeit any remaining installments otherwise payable on and after the date he becomes Disabled.

3.8 No Duplication of Benefits. If the Severance Benefits Committee determines that the benefit payable under this Plan to a Participant duplicates (directly or indirectly) any other benefit otherwise payable to such Participant by the Company or any Affiliate (including, without limitation, any repatriation payment or allowance or any termination indemnity), the Severance Benefits

Committee shall have the right to reduce the benefit otherwise payable under this Plan to the extent deemed necessary to eliminate such duplication.

**ARTICLE 4**  
**ADMINISTRATION**

4.1 Committee.

(a) The Committee shall be responsible for the general administration of the Plan. As such, the Committee is the "Plan Administrator" and a "named fiduciary" of the Plan (as those terms are used in ERISA). In the absence of the appointment of a Committee, the functions and powers of the Committee shall reside with the Company. The Committee, in the exercise of its authority, shall discharge its duties with respect to the Plan in accordance with ERISA and corresponding regulations, as amended from time to time.

(b) The Committee shall establish regulations for the day-to-day administration of the Plan. The Committee and its designated agents shall have the exclusive right and discretion to interpret the terms and conditions of the Plan and to decide all matters arising with respect to the Plan's administration and operation (including factual issues). Any interpretations or decisions so made shall be conclusive and binding on all persons. The Committee or its designee may pay the expenses of administering the Plan or may reimburse the Company or other person performing administrative services with respect to the Plan if the Company or such other person directly pays such expenses at the request of the Committee.

4.2 Authority to Appoint Advisors and Agents. The Committee may appoint and employ such persons as it may deem advisable and as it may require in carrying out the provisions of the Plan. To the extent permitted by law, the members of the Committee and the Severance Benefits Committee shall be fully protected by any action taken in reliance upon advice given by such persons and in reliance on tables, valuations, certificates, determinations, opinions and reports that are furnished by any accountant, counsel, claims administrator or other expert who is employed or engaged by the Committee.

4.3 Compensation and Expenses of Committee. The members of the Committee shall receive no compensation for its duties hereunder, but the Committee shall be reimbursed for all reasonable and necessary expenses incurred in the performance of its duties, including counsel fees and expenses. Such expenses of the Committee, including the compensation of administrators, actuaries, counsel, agents or others that the Committee may employ, shall be paid out of the general assets of the Company.

4.4 Records. The Committee shall keep or cause to be kept books and records with respect to the operations and administration of this Plan.

4.5 Indemnification of Committee. The Company agrees to indemnify and to defend to the fullest extent permitted by law any employee serving as a member of the Committee and the Severance Benefits Committee or as their delegate(s) against all liabilities, damages, costs and expenses, including attorneys' fees and amounts paid in settlement of any claims approved by the Company, occasioned by any act or failure to act in connection with the Plan, unless such act or omission arises out of such employee's gross negligence, willful neglect or willful misconduct.

4.6 Fiduciary Responsibility Insurance. Bonding. If the Company has not done so, the Committee may purchase appropriate insurance on behalf of the Plan and the Plan's fiduciaries to cover liability or losses occurring by reason of the acts or omissions of a fiduciary; provided, however, that such insurance to the extent purchased by the Plan must permit recourse by the insurer against the fiduciary in the case of a breach of a fiduciary duty or obligation by such fiduciary. The cost of such insurance shall be paid out of the general assets of the Company. The Committee may also obtain a bond covering all of the Plan's fiduciaries, to be paid from the general assets of the Company.

## **ARTICLE 5**

### **CLAIMS PROCEDURE**

5.1 Right to File a Claim. Any Participant who believes he is entitled to a benefit hereunder that has not been received, may file a claim in writing with the Severance Benefits Committee. The Severance Benefits Committee may require such claimant to submit additional documentation, if necessary, in support of the initial claim.

5.2 Denial of a Claim. Any claimant whose claim to any benefit hereunder has been denied in whole or in part shall receive a notice from the Severance Benefits Committee within 90 days of such filing or within 180 days after such receipt if special circumstances require an extension of time. If the Severance Benefits Committee determines that an extension of time is required, the claimant will be notified in writing of the extension and reason for the extension within 90 days after the Severance Benefits Committee's receipt of the claim. The extension notice will also include the date by which the Severance Benefits Committee expects to make the benefit determination. The notice of the denial of the claim will set forth the specific reasons for such denial, specific references to the Plan provisions on which the denial was based and an explanation of the procedure for review of the denial.

5.3 Claim Review Procedure. A claimant may appeal the denial of a claim to the Committee by written request for review to be made within 60 days after receiving notice of the denial. The request for review shall set forth all grounds on which it is based, together with supporting facts and evidence that the claimant deems pertinent, and the Committee shall give the claimant the opportunity to review pertinent Plan documents in preparing the request. The Committee may require the claimant to submit such additional facts, documents or other material as it deems necessary or advisable in making its review. The Committee will provide the claimant a written or electronic notice of the decision within 60 days after receipt of the request for review, except that, if there are special circumstances requiring an extension of time for processing, the 60-day period may be extended for an additional 60 days. If the Committee determines that an extension of time is required, the claimant will be notified in writing of the extension and reason for the extension within 60 days after the Committee's receipt of the request for review. The extension notice will also include the date by which the Committee expects to complete the review. The Committee shall communicate to the claimant in writing its decision, and if the Committee confirms the denial, in whole or in part, the communication shall set forth the reasons for the decision and specific references to the Plan provisions on which the decision is based. Any suit for benefits must be brought within one year after the date the Committee (or its designee) has made a final denial (or deemed denial) of the claim. Notwithstanding any other provision herein, any suit for benefits must be brought within two years of the date of termination of active employment. No claimant may file suit for benefits until exhausting the claim review procedure described herein.

**ARTICLE 6**  
**AMENDMENT AND TERMINATION OF PLAN**

6.1 Amendment of Plan. The Committee reserves the right to amend the provisions of the Plan at any time to any extent and in any manner it desires by execution of a written document describing the intended amendment(s).

6.2 Termination of Plan. The Company shall have no obligation whatsoever to maintain the Plan or any benefit under the Plan for any given length of time. The Company reserves the right to terminate the Plan or any benefit option under the Plan at any time by written document.

6.3 Inclusion of Participating Affiliates. Additional Participating Affiliates may be included for participation in the Plan by written action of the Committee.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

7.1 Plan Is Not an Employment Contract. This Plan is not a contract of employment, and neither the Plan nor the payment of any benefits will be construed as giving to any person any legal or equitable right to employment by the Company or any Affiliate. Nothing herein shall be construed to interfere with the right of the Company of any Affiliate to discharge, with or without cause, any employee at any time.

7.2 Assignment. A Participant may not assign or alienate any payment with respect to any benefit that a Participant is entitled to receive from the Plan, and further, except as may be prescribed by law, no benefits shall be subject to attachment or garnishment of or for a Participant's debts or contracts, except for recovery of overpayments made on a Participant's behalf by this Plan.

7.3 Fraud. No payments with respect to benefits under this Plan will be paid if the Participant attempts to perpetrate a fraud upon the Plan with respect to any such claim. The Committee shall have the right to make the final determination of whether a fraud has been attempted or committed upon the Plan or if a misrepresentation of fact has been made, and its decision shall be final, conclusive and binding upon all persons. The Plan shall have the right to fully recover any amounts, with interest, improperly paid by the Plan by reason of fraud, attempted fraud or misrepresentation of fact by a Participant and to pursue all other legal or equitable remedies.

7.4 Offset for Monies Owed. The benefits provided hereunder will be offset for any monies that the Committee determines are owed to the Company or any Affiliate.

7.5 Funding Status of Plan. The benefits provided hereunder will be paid solely from the general assets of the Company, and nothing herein will be construed to require the Company or the Committee to maintain any fund or segregate any amount for the benefit of any Participant. No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Company from which any payment under the Plan may be made.

7.6 Construction. This Plan shall be construed, administered and enforced according to the laws of the State of Georgia, except to the extent preempted by federal law. The headings and subheadings are set forth for convenient reference only and have no substantive effect whatsoever. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person, persons or entity may require.

7.7 Conclusiveness of Records. The records of the Company with respect to age, employment history, compensation, and all other relevant matters shall be conclusive for purposes of the administration of, and the resolution of claims arising under, the Plan.

The Coca-Cola Company has caused this document to be signed by its duly authorized officer, effective as of May 1, 2003.

THE COCA-COLA COMPANY

By: /s/ CORETHA M. RUSHING

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Senior Vice President, Human Resources



**APPENDIX A**  
**Participating Affiliates**

Rocketcash LLC

**AMENDMENT NUMBER ONE TO  
THE COCA-COLA COMPANY  
SEVERANCE PAY PLAN**

THIS AMENDMENT to The Coca-Cola Company Severance Pay Plan (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

**W I T N E S S E T H:**

WHEREAS, The Coca-Cola Company currently maintains the Plan for the benefit of its eligible employees; and

WHEREAS, Section 6.1 of the Plan provides that the Committee may amend the Plan at any time; and

WHEREAS, the Committee wishes to amend the Plan in order to clarify the definitions of "Participant" and "Years of Service" and to clarify the claims procedure.

NOW, THEREFORE, the Committee hereby amends the Plan as follows, effective as of May 1, 2003:

1. The definition of "Participant" shall be restated in its entirety to read as follows:

**"Participant" means:**

(a) an active, regular, full-time salaried or exception hourly employee of the Company or a Participating Affiliate who works primarily within the United States (one of the fifty states or the District of Columbia), or

(b) for the time period of May 1, 2003 through December 31, 2003 only, an active, regular, part-time salaried or exception hourly employee of the Company who works primarily within the United States, or

(c) an active, regular, full-time salaried International Service Employee.

Notwithstanding the foregoing, the term "Participant" shall not include any employee covered by a collective bargaining agreement between an employee representative and the Company or any Affiliate, unless otherwise provided in the collective bargaining agreement. Further, the term "Participant" shall not include any employee who is designated as hourly by the Company (or to the extent applicable, any Affiliate) on its payroll, personnel and benefits system.

An individual shall be treated as an "employee" for purposes of this Plan for any period only if (i) he is actually classified during such period by the Company (or to the extent applicable, any Affiliate) on its payroll, personnel and benefits system as an employee, and (ii) he is paid for services rendered during such period through the payroll system, as distinguished from the accounts payable department, of the Company or the Affiliate. No other individual shall be treated as an employee under this Plan for any period, regardless of his or her status during such period as an employee under common law or under any statute. In addition, an individual shall be treated as a "salaried" or "exception hourly" employee for purposes of this Plan only if he is actually classified during such period by the Company or an Affiliate on its payroll, personnel and benefits system as a salaried or exception hourly employee."

2. The definition of "Years of Service" shall be amended by restating paragraph (b) in its entirety to read as follows:

"(b) for each other Participant, the Participant's whole Years of Vesting Service, as defined in the Employee Retirement Plan of The Coca-Cola Company; provided,"

3. Section 5.1 shall be restated in its entirety to read as follows:

**"Right to File a Claim.** Any Participant who believes he is entitled to a benefit hereunder that has not been received, may file a claim in writing with the Severance Benefits Committee. The claim must be filed within one year after the date of the Participant's termination of active employment. The Severance Benefits Committee may require such claimant to submit additional documentation, if necessary, in support of the initial claim."

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IN WITNESS WHEREOF, the Committee has adopted this Amendment Number One on the date shown below, but effective as of the date indicated above.

The Coca-Cola Company Benefits Committee

By:           /s/ BARBARA S. GILBREATH          

Date:           11/14/03          

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**AMENDMENT NUMBER TWO TO  
THE COCA-COLA COMPANY  
SEVERANCE PAY PLAN**

THIS AMENDMENT to The Coca-Cola Company Severance Pay Plan (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

**W I T N E S S E T H:**

WHEREAS, The Coca-Cola Company currently maintains the Plan for the benefit of its eligible employees;

WHEREAS, Section 6.1 of the Plan provides that the Committee may amend the Plan at any time; and

WHEREAS, the Committee wishes to amend the Plan.

NOW, THEREFORE, the Committee hereby amends the Plan as follows, effective as of January 1, 2004:

1. The definition of "Committee" shall be restated in its entirety to read as follows:

"**Committee** means The Coca-Cola Company Benefits Committee appointed by the Senior Vice President, Human Resources (or the most senior Human Resources officer of the Company), which shall act on behalf of the Company to administer the Plan as provided in Article 4."

2. Section 3.2 shall be restated in its entirety to read as follows:

"**3.2 Circumstances in Which Benefits are Not Payable.** Notwithstanding any other provision in this Plan to the contrary, an employee is not entitled to benefits under this Plan if the employee:

(a) voluntarily terminates employment,

(b) prior to receiving any benefit under the Plan, is offered Substantially Equivalent Employment, as determined by the Severance Benefits Committee, with the Company or one of its Affiliates,

(c) is offered Substantially Equivalent Employment, as determined by the Severance Benefits Committee, in connection with the sale or other disposition, including outsourcing, of all or any part of a division, subsidiary or other business segment (including, without limitation, a disposition by sale of shares of stock or of assets) in which he was employed,

(d) is terminated for Cause, as determined by the Severance Benefits Committee,

(e) waived participation in the Plan through any means, or

(f) has entered into an individual employment agreement with the Company or a Participating Affiliate (unless such agreement specifically provides for severance benefits to be paid under this Plan)."

3. Appendix A shall be amended by restating it in its entirety substantially in the form attached hereto as reference.

IN WITNESS WHEREOF, the Committee has adopted this Amendment Number Two on the date shown below, but effective as of the date indicated above.

The Coca-Cola Company Benefits Committee

By:           /s/ BARBARA S. GILBREATH          

Date:           4/14/04          

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APPENDIX A

Participating Affiliates

- Rocketcash LLC
  - Caribbean International Sales Corporation, Inc.
-

**AMENDMENT NUMBER THREE TO  
THE COCA-COLA COMPANY  
SEVERANCE PAY PLAN**

THIS AMENDMENT to The Coca-Cola Company Severance Pay Plan (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

**WITNESSETH:**

WHEREAS, The Coca-Cola Company currently maintains the Plan for the benefit of its eligible employees;

WHEREAS, Section 6.1 of the Plan provides that the Committee may amend the Plan at any time; and

WHEREAS, the Committee wishes to amend the Plan.

NOW, THEREFORE, the Committee hereby amends the Plan as follows, effective as of January 1, 2005:

1. The definition of "Participant" shall be amended by adding the following new subsection (d):

"(d) a regular, full-time salaried employee of the Company or a Participating Affiliate who works primarily within the United States (one of the fifty states or the District of Columbia) and who is on an approved military leave of absence when his or her position is eliminated pursuant to Section 3.1(a)."

2. Appendix A shall be amended by restating it in its entirety substantially in the form attached hereto as reference.

IN WITNESS WHEREOF, the Committee has adopted this Amendment Number Three on the date shown below, but effective as of the date indicated above.

The Coca-Cola Company Benefits Committee

By:           /s/ BARBARA S. GILBREATH          

Date:           12/15/04          

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APPENDIX A

Participating Affiliates

- Rocketcash LLC
  - Caribbean International Sales Corporation, Inc.
  - Coca-Cola Properties, LLC
-

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**The Coca-Cola Company and Subsidiaries**  
**Computation of Ratios of Earnings to Fixed Charges**  
 (IN MILLIONS EXCEPT RATIOS)

	Year Ended December 31,				
	2006	2005	2004	2003	2002
<b>Earnings:</b>					
Income from continuing operations before income taxes and changes in accounting principles	\$ 6,578	\$ 6,690	\$ 6,222	\$ 5,495	\$ 5,499
Fixed charges	271	281	232	220	236
Less: Capitalized interest, net	(10)	(3)	(1)	(1)	(1)
Equity income, net of dividends	124	(446)	(476)	(294)	(256)
Adjusted earnings	\$ 6,963	\$ 6,522	\$ 5,977	\$ 5,420	\$ 5,478
<b>Fixed charges:</b>					
Gross interest incurred	\$ 230	\$ 243	\$ 197	\$ 179	\$ 200
Interest portion of rent expense	41	38	35	41	36
Total fixed charges	\$ 271	\$ 281	\$ 232	\$ 220	\$ 236
Ratios of earnings to fixed charges	25.7	23.2	25.8	24.6	23.2

The Company is contingently liable for guarantees of indebtedness owed by third parties in the amount of \$270 million. Fixed charges for these contingent liabilities have not been included in the computation of the above ratios as the amounts are immaterial and, in the opinion of Management, it is not probable that the Company will be required to satisfy the guarantees.

QuickLinks

[The Coca-Cola Company and Subsidiaries Computation of Ratios of Earnings to Fixed Charges \(IN MILLIONS EXCEPT RATIOS\)](#)

**Subsidiaries of The Coca-Cola Company**  
**As of December 31, 2006**

	<b>Organized Under Laws of:</b>	<b>Percentages of Voting Power</b>
The Coca-Cola Company Subsidiaries:	Delaware	
Barq's, Inc.	Mississippi	100
Bottling Investments Corporation	Delaware	100
ACCBC Holding Company	Georgia	100
Brucephil, Inc.	Delaware	100
CCDA Waters, LLC	Delaware	100
Caribbean Refrescos, Inc.	Delaware	100
CRI Financial Corporation, Inc.	Delaware	100
Coca-Cola China Industries Limited	China	89.50
Coca-Cola Oasis, Inc.	Delaware	100
Caribbean International Sales Corporation, Inc.	Nevada	100
Carolina Coca-Cola Bottling Investments, Inc.	Delaware	100
Coca-Cola Financial Corporation	Delaware	100
Coca-Cola Interamerican Corporation	Delaware	100
Coca-Cola South Asia Holdings, Inc.	Delaware	100
Coca-Cola (China) Investments Limited	China	100
Coca-Cola (China) Beverages Limited	China	100
Shanghai Shen-mei Beverage & Food Co. Ltd.	China	40
Coca-Cola India Limited	India	100
Coca-Cola (Thailand) Limited	Thailand	100
CTI Holdings, Inc.	Delaware	100
55th & 5th Avenue Corporation	New York	100
F&NCC (Singapore) Pte. Ltd.	Singapore	100
Odwalla, Inc.	Delaware	100
The Coca-Cola Export Corporation	Delaware	100
Atlantic Industries	Cayman Islands	100
AIFTZ 2004	Cayman Islands	100
Coca-Cola Industrias Ltda.	Costa Rica	100
Apollinaris GmbH	Germany	100
Coca-Cola Beverages Pakistan Ltd.	Pakistan	90.52
Coca-Cola Bottlers Manufacturing (Dongguan) Co. Ltd.	China	100
Coca-Cola Holdings (Asia) Limited	Japan	100
Dulux CBAI 2003 BV	The Netherlands	100
Soira Investments Limited	British Virgin Islands	100
The Coca-Cola Bottling Company of Egypt	Egypt	42
Valser Trading AG	Switzerland	100
Barlan, Inc.	Delaware	100
Coca-Cola Drikker AS	Norway	100
Varoise de Concentrés S.A.	France	100
Soft Drinks Holdings S.a.r.l.	France	100
Worldwide Creative Services, Inc.	Delaware	100
Beverage Products, Ltd.	Delaware	100
Beverage Brands, S.R.L.	Peru	100
Corporacion Inca Kola Peru S.R.L.	Peru	99.99

	Organized Under Laws of:	Percentages of Voting Power
CCHBC Grouping Inc.	Delaware	100
Coca-Cola Cannery of Southern Africa (Proprietary) Limited	South Africa	51.55
Coca-Cola China Limited	Hong Kong	100
Coca-Cola Computer Services GES.m.b.H.	Austria	100
Coca-Cola de Chile, S.A.	Chile	100
Coca-Cola de Colombia, S.A.	Colombia	100
Coca-Cola Drycker Sverige AB	Sweden	100
Coca-Cola East & Central Africa Limited	Kenya	100
Coca-Cola Erfrischungsgetranke AG	Germany	80
Coca-Cola G.m.b.H.	Germany	100
Coca-Cola Ges.m.b.H.	Austria	100
Coca-Cola Holdings West Japan, Inc.	Delaware	100
Coca-Cola Industrias Ltda.	Brazil	100
Recofarma Industria do Amazonas Ltda.	Brazil	100
Mais Industrias de Alimentos S/A	Brazil	100
Coca-Cola Ltd.	Canada	100
The Minute Maid Company Canada Inc.	Canada	100
Coca-Cola (Japan) Company, Limited	Japan	100
Hindustan Coca-Cola Holdings Pvt. Ltd.	India	100
Hindustan Coca-Cola Beverages Pvt. Ltd.	India	100
Montevideo Refrescos, S.R.L.	Uruguay	100
Coca-Cola Korea Company, Limited	Korea	100
Coca-Cola Nigeria Limited	Nigeria	100
Coca-Cola Overseas Parent Limited	Delaware	100
Coca-Cola Holdings (Overseas) Limited	Delaware & Australia	100
Coca-Cola Southern Africa (Pty) Limited	South Africa	100
Companhia Mineira de Refrescos Ltda.	Brazil	100
Conco Limited	Cayman Islands	100
Dulux CBEXINMX 2003 BV	The Netherlands	100
International Beverages	Ireland	100
Scarlet Investments	South Africa	100
Refreshment Product Services, Inc.	Delaware	100
Beverage Services Limited	England and Wales	100
Coca-Cola Beverages Service Company Limited	Japan	67.40
Coca-Cola Holdings (Nederland) B.V.	The Netherlands	100
Coca-Cola Holdings (United Kingdom) Limited	England and Wales	100

continued from page 2

	Organized Under Laws of:	Percentages of Voting Power
Coca-Cola Hungary Services, Ltd.	Hungary	90
Coca-Cola Italia S.r.l.	Italy	100
Coca-Cola Mesrubat Pazarlama ve Danismanlik Hizmetleri A.S.	Turkey	100
Coca-Cola Norge A/S	Norway	100
Coca-Cola Servicios de Venezuela C.A.	Venezuela	100
Coca-Cola South Pacific Pty. Limited	Australia	100
Minute Maid Juices SA/NV	Belgium	100
Soft Drink Services Company	Delaware	100
SA Coca-Cola Services NV	Belgium	100
Servicios y Productos Para Bebidas Refrescantes S.R.L.	Argentina	100
Refrescos Envasados, S.A.	Spain	100
Compania de Servicios de Bebidas Refrescantes SLR	Spain	99.99
Refrescos Guararapes Ltda.	Brazil	100
Refrigerantes Minas Gerais	Brazil	100
The Inmex Corporation	Florida	100
Servicios Integrados de Administracion y Alta Gerencia, S.A. de C.V.	Mexico	100

Other subsidiaries whose combined size is not significant:

- 13 consolidated domestic wholly-owned subsidiaries
  - 144 consolidated foreign wholly-owned subsidiaries
  - 2 consolidated foreign majority-owned subsidiaries
-

QuickLinks

[Subsidiaries of The Coca-Cola Company As of December 31, 2006](#)

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the registration statements and related prospectuses of The Coca-Cola Company listed below of our reports dated February 20, 2007, with respect to the consolidated financial statements and schedule of The Coca-Cola Company, The Coca-Cola Company management's assessment of the effectiveness of internal control over financial reporting, and the effectiveness of internal control over financial reporting of The Coca-Cola Company, included in this Annual Report (Form 10-K) for the year ended December 31, 2006:

1. Registration Statement Number 2-88085 on Form S-8
2. Registration Statement Number 33-39840 on Form S-8
3. Registration Statement Number 333-78763 on Form S-8
4. Registration Statement Number 2-58584 on Form S-8
5. Registration Statement Number 33-26251 on Form S-8
6. Registration Statement Number 2-98787 on Form S-3
7. Registration Statement Number 33-45763 on Form S-3
8. Registration Statement Number 33-50743 on Form S-3
9. Registration Statement Number 33-61531 on Form S-3
10. Registration Statement Number 333-27607 on Form S-8
11. Registration Statement Number 333-35298 on Form S-8
12. Registration Statement Number 333-59936 on Form S-3
13. Registration Statement Number 333-59938 on Form S-3
14. Registration Statement Number 333-83270 on Form S-8
15. Registration Statement Number 333-83290 on Form S-8
16. Registration Statement Number 333-88096 on Form S-8
17. Registration Statement Number 333-123239 on Form S-8

**ERNST & YOUNG LLP**

Atlanta, Georgia  
February 20, 2007

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QuickLinks

[CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM](#)



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of The Coca-Cola Company (the "Company"), do hereby appoint GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ E. Neville Isdell

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Chairman of the Board,  
Chief Executive Officer and Director  
The Coca-Cola Company

---

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Gary P. Fayard

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Executive Vice President  
and Chief Financial Officer  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, CONNIE D. MCDANIEL, Vice President and Controller of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Connie D. McDaniel

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Vice President and Controller  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, HERBERT A. ALLEN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Herbert A. Allen

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, RONALD W. ALLEN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Ronald W. Allen

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, CATHLEEN P. BLACK, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Cathleen P. Black

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, BARRY DILLER, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Barry Diller

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, DONALD R. KEOUGH, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Donald R. Keough

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, DONALD F. MCHENRY, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Donald F. McHenry

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, SAM NUNN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Sam Nunn

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, JAMES D. ROBINSON III, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ James D. Robinson III

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, PETER V. UEBERROTH, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Assistant Vice President and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ Peter V. Ueberroth

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Director  
The Coca-Cola Company

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, JAMES B. WILLIAMS, a Director of The Coca-Cola Company (the "Company"), do hereby appoint E. NEVILLE ISDELL, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, CYNTHIA P. MCCAGUE, Senior Vice President of the Company, and CAROL C. HAYES, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended December 31, 2006, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February 2007.

/s/ James B. Williams

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Director  
The Coca-Cola Company

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**CERTIFICATIONS**

I, E. Neville Isdell, Chairman, Board of Directors, and Chief Executive Officer of The Coca-Cola Company, certify that:

1. I have reviewed this annual report on Form 10-K of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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: February 21, 2007

/s/ E. NEVILLE ISDELL

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E. Neville Isdell  
*Chairman, Board of Directors, and  
Chief Executive Officer*

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QuickLinks

[EXHIBIT 31.1](#)

[CERTIFICATIONS](#)



**CERTIFICATIONS**

I, Gary P. Fayard, Executive Vice President and Chief Financial Officer of The Coca-Cola Company, certify that:

1. I have reviewed this annual report on Form 10-K of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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: February 21, 2007

/s/ GARY P. FAYARD

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Gary P. Fayard  
*Executive Vice President and  
Chief Financial Officer*

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[EXHIBIT 31.2](#)

[CERTIFICATIONS](#)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report of The Coca-Cola Company (the "Company") on Form 10-K for the period ended December 31, 2006 (the "Report"), I, E. Neville Isdell, Chairman, Board of Directors, and Chief Executive Officer of the Company and I, Gary P. Fayard, Executive Vice President and Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) to my knowledge, the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ E. NEVILLE ISDELL

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E. Neville Isdell  
*Chairman, Board of Directors, and  
Chief Executive Officer*  
February 21, 2007

/s/ GARY P. FAYARD

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Gary P. Fayard  
*Executive Vice President and  
Chief Financial Officer*  
February 21, 2007

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[EXHIBIT 32.1](#)

[CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)