United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 20-F

¨ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

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

For the fiscal year ended December 31, 2012

OR

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

¨ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-13142

Embotelladora Andina S.A.
(Exact name of Registrant as specified in its charter)

Andina Bottling Company
(Translation of the Registrant's name in English)

Republic of Chile
(Jurisdiction of incorporation or organization)

Avenida El Golf 40, Office 401
Las Condes - Santiago, Chile
(Address of principal executive offices)

Paula Vicuña, Tel. (56-2) 2338-0520 E-mail: andina.ir@koandina.com
Avenida El Golf 40, 4th Floor, Las Condes - Santiago, Chile
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	*Name of each exchange on which registered*
Series A Shares, Series B Shares of Registrant represented by American Depositary Shares	**New York Stock Exchange**

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

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act

7.625% Notes due October 1, 2027
7.875% Notes due October 1, 2097

The number of outstanding shares of the issuer's stock as of December 31, 2012 was 946,578,736 as follows:

473,289,368 Series A Shares
473,289,368 Series B Shares

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

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes **No x**

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter)

during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):
Large accelerated filer x Accelerated filer ¨ Non-accelerated filer ¨

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing U.S. GAAP **x International Financial Reporting Standards as issued by the international Accounting Standards Board** Other.
If Other has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow ¨ Item 17 Item 18
If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ¨ **No x**

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INTRODUCTION

References

Unless the context otherwise requires, as used in this annual report the following terms have the meanings set forth below:

- the "Company", "we", "Andina" and "Coca-Cola Andina" means Embotelladora Andina S.A. and its consolidated subsidiaries;
- "Andina Brazil" means the Company's subsidiary, Rio de Janeiro Refrescos Ltda. and its subsidiaries;
- "AESA" means the Company's subsidiary, Andina Empaques Argentina S.A.
- "EDASA" means the Company's subsidiary, Embotelladora del Atlántico S.A.;
- "PARESA" means the Company's subsidiary, Paraguay Refrescos S.A.
- "CMF" means the Company's affiliate, Envases CMF S.A.;
- "ECSA" means the Company's affiliate, Envases Central S.A.;
- "Vital Jugos" means the Company's affiliate, Vital Jugos S.A., previously known as Vital S.A. ;
- "VASA" means the Company's affiliate, Vital Aguas S.A.;
- "TAR" means the Company's subsidiary, Transportes Andina Refrescos Ltda.
- "TP" means the Company's subsidiary, Transportes Polar S.A.
- "The Coca-Cola Company" or "TCCC" means The Coca-Cola Company or any of its subsidiaries, including without limitation Coca-Cola de Chile S.A. ("CC Chile"), which operates in Chile, Recofarma Industrias do Amazonas Ltda. ("CC Brazil"), which operates in Brazil and Servicios y Productos para Bebidas Refrescantes S.R.L. ("CC Argentina"), which operates in Argentina.
- the "Chilean territory" means the Metropolitan Region of Santiago and the neighboring provinces of Cachapoal and San Antonio; starting in 4Q12, and due to the merger with Embotelladoras Coca-Cola Polar, we also participate in the regions of Antofagasta, Atacama, Coquimbo, Aisén and Magallanes.
- the "Brazilian territory" means the majority of the State of Rio de Janeiro, and the totality of the State of Espírito Santo; and
- the "Argentine territory" means the provinces of Córdoba, Mendoza, San Juan, San Luis, Entre Rios, Buenos Aires (only San Nicolás and Ramallo) and most of Santa Fe. Starting in 4Q12, and due to the merger with Embotelladoras Coca-Cola Polar, we also participate in the provinces of La Pampa, Neuquén, Río Negro, Chubut, Santa Cruz, Tierra del Fuego and part of the province of Buenos Aires.
- the "Paraguayan territory" means the country of Paraguay

PRESENTATION OF FINANCIAL AND CERTAIN OTHER INFORMATION

Unless otherwise specified, references herein to "dollars," "U.S. dollars" or "US$" are to United States dollars; references to "pesos," "Chilean pesos", "Ch$" or "ThCh$" are to Chilean pesos; references to "UF" are to Unidades de Fomento, a daily indexed Chilean peso-denominated monetary unit that takes into account the effect of the Chilean inflation rate during the previous month; references to "Argentine pesos" or "AR$" are to Argentine pesos, references to "real" or "reais" or "R$" are to Brazilian reais and references to "guaranies" or "guarani" or "G$" are to Paraguayan Guaranies. Certain percentages and amounts contained in this annual report have been rounded for ease of presentation.

For the convenience of the reader, this document contains translations of certain Chilean peso amounts into U.S. dollars at specified rates. Unless otherwise indicated, U.S. dollar equivalent information for amounts in Chilean pesos is based on the Observed Exchange Rate (as defined under "Item 3. Key Information—Exchange Rates") reported by the Banco Central de Chile (the Central Bank of Chile), which we refer to as the "Central Bank." The Federal Reserve Bank of New York does not report a noon buying rate in New York City for Chilean pesos. No representation is made that the peso or U.S. dollar figures presented in this annual report could have been or could be converted into U.S. dollars or pesos, as the case may be, at any particular rate or at all.

On August 28, 2007 the Chilean Superintendence of Insurance and Securities announced the adoption of the International Financial Reporting Standards ("IFRS")in Chile which became mandatory for companies of a certain size beginning 2009 and 2010. The Company decided to adopt the IFRS as issued by the International Accounting Standards Board ("IASB") as its accounting and reporting rules beginning January

1, 2010. Additionally the period between January 1 and December 31, 2009 constituted the transition period towards IFRS and the Financial Statements of the year 2010 were presented comparatively with 2009.

Forward-looking information

This annual report contains or incorporates by reference statements that constitute "forward-looking statements," in that they include statements regarding the intent, belief or current expectations of our directors and officers with respect to our future operating performance. Such statements include any forecasts, projections and descriptions of anticipated cost savings or other synergies. Words such as "anticipate," "expect," "intend," "plan," "believe," "seek," "estimate," variations of such words, and similar expressions are intended to identify such forward-looking statements. You should be aware that any such forward-looking statements are not guarantees of future performance and may involve risks and uncertainties, and that actual results may differ from those set forth in the forward-looking statements as a result of various factors (including, without limitations, the actions of competitors, future global economic conditions, market conditions, foreign exchange rates, and operating and financial risks related to managing growth and integrating acquired businesses), many of which are beyond our control. The occurrence of any such factors not currently expected by us would significantly alter the results set forth in these statements. You should not place undue reliance on such statements, which speak only as of the date that they were made. Our independent auditors have not examined or compiled the forward-looking statements and, accordingly, do not provide any assurance with respect to such statements. These cautionary statements should be considered in connection with any written or oral forward-looking statements that we might issue in the future. We do not undertake any obligation to release publicly any revisions to such forward-looking statements after filing of this annual report to reflect later events or circumstances or to reflect the occurrence of unanticipated events.

Market Data

We have computed the information contained in this annual report regarding annual volume and per capita growth rates and levels, and market share, product segment, and population data in bottling and franchise territories, and it is based upon statistics accumulated and certain assumptions we have made. Additional data was obtained from third parties. Market share information presented with respect to soft drinks, juices, waters and beer is based on data supplied by A.C. Nielsen Company ("A.C. Nielsen") and by IPSOS company and is believed to be accurate although no assurances to that effect can be given. Certain market data herein (including percentage amounts) may not sum due to rounding.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not Applicable

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable

ITEM 3. KEY INFORMATION

A. Selected Financial Data

The following table presents our selected consolidated and other financial and operating information at the dates and for the periods indicated. The selected financial information at December 31, 2012, 2011 and 2010, and for each of the three years ended December 31, 2011 has been derived from, should be read in conjunction with, and is qualified in its entirety by reference to our Consolidated Financial Statements, included in Item 18 of this annual report, that we refer to in this annual report as the "Consolidated Financial Statements." Our Consolidated Financial Statements are prepared in accordance with IFRS. The Securities and Exchange Commission (SEC) eliminated the requirement of preparing reconciliation between IFRS and U.S. GAAP for foreign listed companies that use IFRS as issued by the IASB.

Our consolidated financial results include the results of our subsidiaries located in Chile, Brazil, Argentina and Paraguay. Our subsidiaries outside Chile prepare their financial statements in accordance with IFRS and to comply with local regulations in accordance with generally accepted accounting principles of the country in which they operate. The Consolidated Financial Statements reflect the results of the subsidiaries outside of Chile, translated to Chilean pesos (functional and reporting currency of the parent company) and are presented in accordance with IFRS. The International Financial Reporting Standards requires assets and liabilities to be translated from the functional currency of each entity to the reporting currency (Chilean peso) at end of period exchange rates and income and expense accounts to be translated at the average monthly exchange rate for the month in which income or expense is recognized. Unless otherwise specified, our financial data is presented herein in nominal Chilean pesos and U.S. dollars.

The following table presents our selected consolidated financial information. This information should be read in conjunction with, and is qualified in its entirety by reference to, our Consolidated Financial Statements, including the notes thereto in Item 18. The selected financial information contained herein is presented on a consolidated basis, and is not necessarily indicative of our financial position or results of operations at or for any future date or period.

	For the period ended December 31,				
	2012	**2012**	**2011**	**2010**	**2009**
	(in million nominal Chilean pesos and million US$, with the exception of those related to debt, shares and sales volume)				
	MUS$ [6]	***MM$*** [6]	***MCh$***	***MCh$***	***MCh$***
Income Statement Data					
IFRS :					
Net Sales	2,442	1,172,293	982,864	888,714	785,845
Cost of sales	-1,456	-698,955	-578,581	-506,882	-455,300
Administrative, distribution and selling expenses	-665	-319,174	-261,859	-232,598	-197,422
Other Operating Income	321	154,164	142,424	149,234	133,123
Other (expense) income , net *[financial results, exchange differences and share in equity investees]*	-57	-27,390	-10,712	-9,294	-5,972
Income taxes	-80	-38,505	-34,685	-36,340	-29,166
Net Income	184	88,269	97,027	103,600	97,985
Basic and diluted earnings per share					
Series A[7]	0.22	104.12	121.54	129.78	122.75
Series B[7]	0.24	114.53	133.69	142.75	135.02
Basic and diluted earnings per ADR[3]					
Series A[7]	1.3	624.72	729.24	778.68	736.5
Series B[7]	1.43	687.18	802.14	856.5	810.12
Capital Stock					
Series A	473,289,368	473,289,368	380,137,271	380,137,271	380,137,271
Series B	473,289,368	473,289,368	380,137,271	380,137,271	380,137,271
Issued Capital	564	270,759	230,892	230,892	230,892
Total dividends declared					
Total Series A Shares	71	34,018	33,809	33,578	29,700

Total Series B Shares	80	37,420	37,190	35,836	32,670
Balance Sheet Data					
IFRS:					
Total assets	3,208	1,539,836	741,959	688,314	642,692
Current debt that accrues interest[(1)]	192	92,002	12,117	11,996	5,800
Non-current debt that accrues interest	362	173,880	74,641	70,449	73,150
Controlling and non-controlling shareholders' equity	1,861	893,605	421,979	394,865	373,558
Other Financial Information					
IFRS					
Cash flows from operating activities	393	188,857	138,950	125,848	131,126
Cash flows from investing activities	-325	-156,170	-89,621	-80,504	-84,318
Cash flows from financing activities	-7	-3,551	-67,159	-62,548	-67,756
Depreciation and amortizations	112	53,824	39,498	37,015	36,807
Capital expenditures	300	143,764	126,931	95,462	49,483
Ratio of total debt to total capitalization[(2)]	0.23	0.23	0.17	0.17	0.17
Other Operating Data					
Sales Volume					
Coca-Cola Soft Drinks (million UCs)[(5)]	517.6	517.6	447.9	438	419.6
Other beverages (million UCs) [(4)(5)(6)]	78.6	78.6	53.3	51.2	39.0

[(1)]Includes interest bearing liabilities including current bank liabilities, bonds payable discounting issuance expenses and initial discounts that are recognized forming part of the liability and other financial liabilities that accrue short term bank interests and the portion of long–term bank liabilities and bonds payable within 12 months.

[(2)]Total debt is calculated as the sum of current and non-current financial interest bearing debt. Total capitalization is calculated as the sum of total financial debt, non-controlling interest and shareholders' equity attributable to the controlling shareholder. Shareholders' equity has been determined under IFRS.

[(3)]Each ADR represents six shares of common stock of the corresponding series of Shares..

[(4)]Includes waters, juices, beer and other spirits.

[(5)]Unit cases ("UCs") refer to 192 ounces of finished beverage product (24 eight-ounce servings) or 5.69 liters.

[(6)] Due to the materialization of the merger with Embotelladoras Coca Cola Polar S.A. on October 1, 2012, 2012 figures both monetary and volume figures include the operations of the last quarter of the territories of Ex Embotelladoras Coca Cola Polar S.A., as well as the consolidated figures for the last quarter of Sociedades Vital Jugos S.A., Vital Aguas S.A. and Envases Central S.A. all which due to the merger passed from being associates to being subsidiaries that must be incorporated in the consolidation.

[(7)] For the calculation of the profits per share, it is taken into consideration the average amount of outstanding shares that is 400.809.380 shares.

Exchange Rates

The following table sets forth the annual low, high, average and period-end Observed Exchange Rate for U.S. dollars for each year beginning in 2007 and for each month during the six months immediately preceding the month of this annual report, as reported by the Central Bank.

	Daily Observed Exchange Rate Ch$ per US$[1]			
Year	**Low[2]**	**High[2]**	**Average[3]**	**Period End**
2008	431.22	676.75	522.35	636.45
2009	491.09	643.87	559.67	507.10
2010	468.01	549.17	510.22	468.01
2011	455.91	533.74	483.90	519.20
2012	469,65	519,69	486,49	478,60
Month				
September 2012	469.65	481.11	474.91	473.77
October 2012	471.54	481.98	475.67	480.59
November 2012	476.20	484.48	480.56	480.39
December 2012	474.36	481.28	477.11	479.96
January 2013	470.67	479.96	472.28	471.44
February 2013	470.67	473.60	472.42	472.96
March 2013	474.36	481.28	477.11	479.96
April 2013 [4]	xx	xx	xx	xx

Source: Chilean Central Bank.

(1) Nominal Figures.

(2) Exchange rates are the actual low and high, on a day-by-day basis for each period.

(3) With respect to annual periods, the average of the exchange rates on the last day of each month during the year and, with respect to monthly periods, the actual daily exchange rates.

(4) Considers until April 26th, 2012

The Observed Exchange Rate on April 26, 2021 was Ch$484.88 per US$1.00.

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the offer and use of proceeds

Not applicable.

D. Risk Factors

The Company is subject to various economic, political, social and competitive conditions. Any of the following risks, if they materialize, could materially and adversely affect our business, results of operations, prospects and financial condition.

Risks Related to our Company

We rely heavily on our relationship with The Coca-Cola Company ("TCCC") which has substantial influence over our business and operations

Approximately 82% of our net sales in 2012 were derived from the distribution of Coca-Cola soft drinks and 15% from the distribution of other beverages bearing trademarks owned by TCCC. We produce, market and distribute Coca-Cola products through standard bottler agreements between our bottler

subsidiaries and, in each case, the local subsidiary of TCCC or, in the case of fruit juices and nectars, The Minute Maid Company, a subsidiary of TCCC. TCCC has the ability to exercise substantial influence over our business through its rights under the Bottler Agreements. See "Item 7. Major Shareholders and Related Party Transactions—Bottler Agreements." Under the Bottler Agreements, TCCC unilaterally sets the prices for Coca-Cola soft drink concentrates and Coca-Cola beverages (in the case of soft drinks pre-mixed by TCCC) sold to us. TCCC also monitors pricing changes we institute and has the right to review and approve our marketing, operational and advertising plans. These factors may impact our profit margins which could adversely affect our net income and results of operations. Our marketing campaigns for all Coca-Cola products are designed and controlled by TCCC. Pursuant to the Bottler Agreements, we are required to submit a business plan to TCCC for prior approval on a yearly basis. In accordance with the Bottler Agreements, TCCC may, among other things, require that we demonstrate financial ability to meet our business plan and if we are not able to demonstrate our financial capacity TCCC may terminate our rights to produce, market and distribute Coca-Cola soft drinks or other Coca-Cola beverages in territories where we have such approval. Under the Bottler Agreements, we are prohibited from producing, bottling, distributing or selling any products that could be substituted for, be confused with or be considered an imitation of, Coca-Cola soft drinks or other Coca-Cola beverages and products.

We depend on TCCC to renew the Bottler Agreements which are subject to termination by TCCC in the event we default or upon expiration of their respective terms. We cannot assure you that the Bottler Agreements will be renewed or extended upon their expiration, and even if they are renewed, we cannot be certain that renewal will be granted on the same terms as those currently in effect. Termination, non-extension or non-renewal of any of the Bottler Agreements would have a material adverse effect on our business, financial condition and results of operation.

In addition, any acquisition we make of bottlers of Coca-Cola products in other countries may require, among other things, the consent of TCCC under bottler agreements to which such other bottlers are subject. We cannot assure you that TCCC will consent to any future geographic expansion of our Coca-Cola beverage business. In addition, we cannot assure you that our relationship with TCCC will not undergo significant changes in the future. If such changes do occur, our operations, and financial results and condition could be materially affected.

Our business is highly competitive and subject to price competition which may adversely affect our net profits and margins

The soft drink and non-alcoholic beverage businesses are highly competitive in each of our Company's franchise territories. In our franchise territories we compete with bottlers of regional brands, including low cost "B brand" beverages and Pepsi products. In Argentina and Brazil we compete with Companhia de Bebidas das Americas, commonly referred to as AmBev, the largest brewer in Latin America and a subsidiary of InBev S.A., which sells Pepsi products, in addition to a portfolio that includes local brands with flavors such as guaraná. This competition is likely to continue, and we cannot assure you that it will not intensify in the future which could materially and adversely affect our financial condition and results of operations. See "Item 4. Information on the Company — Part B. Business Overview— Soft Drink Business—Competition."

Changes in the nonalcoholic beverages business environment could adversely affect 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 and competitive product and pricing pressures. In addition, the industry is being affected by the trend toward consolidation in the retail channel. 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.

Raw material prices may be subject to U.S. dollar/local currency exchange risk and price volatility which could increase our costs of operations

Numerous raw materials, including sugar and resin, are used in producing beverages and containers. We purchase raw materials from both domestic and international suppliers. See "Item 4. Information on the Company—Part B. Business Overview—Soft Drink Business—Raw Materials and Supplies." Because the prices of raw materials are fixed in U.S. dollars, we are subject to local currency risk in each of our operations. If the Chilean peso, Brazilian real or Argentine peso were to depreciate significantly against the U.S. dollar, the cost of certain raw materials could rise significantly, which could have an adverse effect on our financial condition and results of operations. We cannot assure you that these currencies will not lose value against the U.S. dollar in the future. Additionally, some raw materials prices are subject to high volatility that could also have a material negative effect over our profitability.

Instability in the supply of utility services and oil prices may adversely impact our results of operations

Our operations depend on a stable supply of utilities and fuel in the countries where we operate that the Company cannot assure fluctuations in oil prices have adversely affected our cost of energy and transportation in the four countries we operate and we expect that they will continue to do so in the future. We believe that the increase of energy prices will not have a significant effect over our results of operations.

Water scarcity and poor quality could negatively impact the Company'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, the Company may incur increasing production costs or face capacity constraints that could adversely affect our profitability or net operating revenues in the long run.

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

The countries in which we operate, may adopt significant additional product labeling or warning requirements relating to the chemical content or perceived adverse health consequences of certain of the Coca-Cola products. These types of requirements, if they become applicable to one or more of the Coca-Cola products under current or future environmental or health laws or regulations, may inhibit sales of such products.

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 the Company and our clients, suppliers and also among our subsidiaries. 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.

Perception of risk in emerging economies may impede our access to international capital markets, hinder our ability to finance our operations and adversely affect the market price of our common shares and American Depositary Receipts.

As a general rule, international investors consider Argentina and Paraguay, and to a lesser extent Chile and Brazil, to be emerging market economies. Consequently, economic conditions and the market for securities of emerging market countries influence investors' perceptions of Chile, Brazil and Argentina and their evaluation of companies' securities located in these countries.

During periods of heightened investor concern regarding emerging market economies, in particular Argentina and to a lesser extent Brazil and Paraguay, have experienced significant outflows of U.S. dollars.

In addition, in these periods Brazilian, Argentine and Paraguayan companies have faced higher costs for raising funds, both domestically and abroad, as well as limited access to international capital markets, which have negatively affected the prices of the aforementioned countries securities. Although economic conditions are different in each of the emerging-market countries, investors' reactions to developments in one of these countries may affect the securities of issuers in the others, including Chile. For example, adverse developments in other developing or emerging market countries may lead to decreased investor interest in investing in Chile or in the securities of Chilean companies, including securities of the Company.

It may be difficult to enforce civil liabilities against us or our directors, executive officers or controlling persons

We are a *sociedad anónima*, or stock corporation, organized under the laws of Chile. Some of our directors, executive officers and controlling persons reside in Chile or outside of the United States. In addition, all or a substantial portion of the assets of these persons and of our assets are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons, or to enforce against them in U.S. courts judgments predicated upon civil liability provisions of the federal securities laws of the United States or otherwise obtained in U.S. courts. Because our assets are located outside of the United States, any judgment obtained in the United States against us may not be fully collectible in the United States.

If we experience strikes, work stoppages or labor unrest, our business would suffer.

Strikes, work stoppages or other forms of labor unrest at any of our production facilities could impair our ability to supply products to customers, which would reduce our revenues and could expose us to customer claims.

Regulatory Risks

We are subject to regulation in each of the territories in which we operate. The principal areas in which we are subject to regulation are water, environment, labor, taxation, health and antitrust. Regulation could also affect our ability to set prices for our products. The adoption of new laws or regulations or a stricter interpretation or enforcement thereof in the countries in which we operate may increase our operating costs or impose restrictions on our operations which, in turn, may adversely affect our financial condition, business and results. Further changes in current regulations may result in an increase in compliance costs, which may have an adverse effect on our future results or financial condition.

Voluntary price restraints or statutory price controls have been imposed historically in several of the countries in which we operate. Currently there are no price controls applicable to our products in any of the territories in which we operate, other than in Argentina, were there are voluntary price restraints. There are currently no published laws or regulations imposing price controls on our products in Argentina. Nonetheless, the company has assented to the request by Argentine Government authorities to maintain prices of certain products sold through supermarkets. The imposition of these restrictions or voluntary price restraints in Argentina or other territories may have an adverse effect on our results and financial condition. We cannot assure you that government authorities in Argentina or in any country in which we operate will not impose statutory price controls, or that we will not be asked to accept further voluntary price restraints in the future.

The countries in which we operate may adopt new tax laws or modify existing laws to increase taxes applicable to our business.

We cannot assure you that any governmental authority in any country where we operate will not impose new taxes or increase taxes on our products in the future. The imposition of new taxes or increases in taxes on our products may have a material adverse effect on our business, financial condition, prospects and results.

For example, in Chile, a tax reform became effective on 2011, pursuant to which there was a temporary increase in the income tax rate from 17% to 20%, to finance the reconstruction of the country after the earthquake of 2010. Pursuant to an amendment issued on 2012, the 20% income tax rate will continue to apply through 2013 and onwards.

In Brazil, the federal taxes applied on the production and sale of beverages are based on the national average retail price, calculated based on a yearly survey of each Brazilian beverage brand, combined with a fixed tax rate and a multiplier specific for each class of presentation (glass, plastic or can). On October 1, 2012, a number of changes to the federal taxes on beverages became effective. These changes include the increase of the multipliers used to calculate soft drink taxes sold in cans or glass bottles. As of effectiveness, the multiplier for cans increased from 30.0% to 31.9%, and as of October 2014, the multiplier will further be increased gradually to 38.1% by October 1, 2018. The multiplier for glass bottles increased from 35.0% to 37.2% as of effectiveness, and as of October 2014, the multiplier will further be increased gradually to 44.4% by October 1, 2018. In addition, the amendment suspended the 50% production tax benefit that had previously applied to juice-added soft drinks, and raised the rate for such beverages to the level currently applied to cola beverages. In addition to the changes in the federal sales taxes on soft drinks, there was a reduction in the federal production tax rate on concentrate, from 27.0% to 20.0%. This reduction reduces the tax credit on the purchase of concentrate.

Risks Relating to Chile

Our growth and profitability depend on economic conditions in Chile

Approximately 49% of our assets and 32% of our net sales in 2012 were derived from our operations in Chile. Thus, our financial condition and results of operations depend significantly on economic conditions prevailing in Chile. According to data published by the Central Bank, the Chilean economy grew at a rate of 6.1% in 2010, 6.0 % in 2011 and 5.6% in 2012. Our financial condition and results of operations could also be adversely affected by changes over which we have no control, including, without limitation:

- the economic or other policies of the Chilean government, which has a substantial influence over many aspects of the private sector;
- other political or economic developments in or affecting Chile;
- regulatory changes or administrative practices of Chilean authorities;
- inflation and governmental policies to combat inflation;
- currency exchange movements; and
- global and regional economic conditions.

Inflation in Chile may disrupt our business and have an adverse effect on our financial condition and results of operations

The annual rates of inflation in Chile which in 2010, 2011 and 2012 were 3.0%, 4.4% and 1.5%, respectively (as measured by changes in the consumer price index and as reported by the Chilean National Institute of Statistics) could adversely affect the Chilean economy and have a material adverse effect on our financial condition and results of operations. We cannot assure you that, under competitive pressure, we will be able to realize price increases, which could adversely impact our financial condition and results of operations. Additionally, an important part of our financial debt is UF denominated, this is, linked to the inflation of the country, and therefore the value of the debt reflects any increase of the inflation in Chile.

The Chilean peso is subject to depreciation and volatility which could adversely affect the value of an investment in our securities

The Chilean government's economic policies and any future changes in the value of the Chilean peso against the U.S. dollar, could adversely affect our operations and financial results and the dollar value of an investor's return. The Chilean peso has been subject to large nominal devaluations in the past and may be

subject to significant fluctuations in the future. Based on the Observed Exchange Rates for U.S. dollars in the period from 2010 to 2012 the Chilean peso relative to the U.S. dollar appreciated 5.62% in nominal terms. During 2012 the Chilean peso relative to the U.S. dollar depreciated 0.5% in nominal terms. See "Item 3. Key Information-Exchange Rates."

Our Class A shares and Class B shares are traded in Chilean pesos on the Chilean Stock Exchanges. Cash distributions with respect to the shares will be received in Chilean pesos by the depositary, currently The Bank of New York Mellon Corporation (as depositary for the Series A and Series B shares represented by the Series A and Series B ADRs), which will convert such Chilean pesos to U.S. dollars at the then prevailing exchange rate to make U.S. dollar payments in respect of the ADRs. If the value of the Chilean peso depreciates relative to the U.S. dollar, the value of the ADRs and any distributions to be received from the depositary would be adversely affected. In addition, the depositary will incur costs (to be ultimately borne by the ADR holders) in connection with the foreign currency conversion and subsequent distribution of dividends or other payments with respect to our ADRs.

Exchange controls and withholding taxes in Chile may limit repatriation of foreign investments

Equity investments in Chile by persons who are not Chilean residents are generally subject to various exchange control regulations that govern the convertibility and repatriation of the investments and earnings. The ADRs are governed by an Agreement among us, the depositary and the Central Bank of Chile (the "Foreign Investment Agreement"). The Foreign Investment Agreement guarantees the depositary and the ADR holders access to Chile's Formal Exchange Market, permits the depositary to remit dividends it receives from us to the ADR holders and permits the holders of ADRs to repatriate the proceeds of the sale of shares withdrawn from the ADR facility, thereby enabling them to acquire currencies necessary to repatriate investments in the shares and earnings there from. Pursuant to current Chilean law, the Foreign Investment Agreement may not be amended unilaterally by the Central Bank of Chile, and there are judicial precedents (which are not binding with respect to future judicial decisions) indicating that the Foreign Investment Agreement may not be voided by future legislative changes.

Dividends received by ADR holders of are paid net of foreign currency exchange fees and expenses of the depositary and are subject to Chilean withholding tax, currently imposed at a rate of 35%, subject to credits in certain cases as described under "Item 10. Additional Considerations —Tax Considerations Relating to Equity Securities".

We cannot assure you that additional restrictions applicable to ADR holders , the disposition of the shares underlying the ADRs and the convertibility and/or the repatriation of the proceeds from such disposition or the payment of dividends will not be imposed in the future, nor can we advise as to the duration or impact of such restrictions if imposed. If for any reason, including changes in the Foreign Investment Agreement or Chilean law, the depositary was unable to convert Chilean pesos to U.S. dollars, investors would receive dividends or other distributions, if any, in Chile and in Chilean pesos.

Risks Relating to Brazil

Our business is dependent to some extent on economic conditions in Brazil

Approximately 21% of our assets and 38% of our consolidated net sales in 2012 were derived from our operations in Brazil. Because demand for soft drinks and beverage products is usually correlated to economic conditions prevailing in the relevant local market, which in turn is dependent on the macroeconomic condition of the country in which the market is located, our financial condition and results of operations to a considerable extent are dependent upon political and economic conditions prevailing in Brazil. According to data available to general public, the Brazilian economy grew at a rate of 7.5% in 2010, 2.7% in 2011 and 1.0% in 2012.

The Brazilian government exercises influence over the Brazilian economy, which together with historically volatile Brazilian political and economic conditions, could adversely affect our financial condition and results of operations and the market price of our shares and ADRs

Historically, the Brazilian government has changed monetary, credit, tariff, and other policies to influence the course of Brazil's economy. Such government actions have included wage and price controls as well as other measures such as freezing bank accounts, imposing exchange controls and imposing limits on imports and exports. Changes in policy and other political and economic developments could adversely affect the Brazilian economy and have a material adverse effect on our business, financial condition and results of operations. We cannot assure you that present economic conditions and policies intended to promote a sustainable economic development will continue.

Although inflation in Brazil has stabilized in recent years, increased inflation may adversely affect the operations of Andina Brazil which could adversely impact our financial condition and results of operations

As measured by the Brazilian *Índice Nacional de Preços ao Consumidor* or INPC, inflation in Brazil was 6.5%, 6.1% and 6.2% in 2010, 2011 and 2012, respectively. Increased inflation rates may result in lower consumer purchasing power on behalf of consumers and lower sales volume for Andina Brazil. We cannot assure you that levels of inflation in Brazil will not increase in future years and have a material adverse effect on our business, financial condition or results of operations. Inflationary pressures may lead to further government intervention in the economy, including the introduction of government policies that could adversely affect the results of operations of Andina Brazil and consequently our financial condition and results of operations and the market price of our shares and ADSs.

The Brazilian real is subject to depreciation and volatility which could adversely affect our financial condition and results of operations

During 2010, the *real* apreciated 4.3% against the U.S. dollar compared to the prior year period. Nevertheless in 2011 and 2012 it depreciated 12.6% and 8.9%, which had an impact in the financial condition and results of operations of our Brazilian subsidiary.

Depreciation of the *real* relative to the U.S. dollar may increase the cost of servicing foreign currency-denominated debt that we may incur in the future, which could adversely affect our results of operations and financial condition. In addition, depreciation of the *real* can create inflationary pressures in Brazil that may negatively affect our results of operations. Depreciation generally curtails access to international capital markets and combined with other macroeconomic aspects, may prompt recessionary government intervention. It also reduces the U.S. dollar value of our revenues, distributions and dividends, and the U.S. dollar equivalent of the market price of our common shares. On the other hand, the appreciation of the real against the U.S. dollar may lead to the deterioration of Brazil's public accounts and balance of payments, as well as to lower economic growth from exports.

The Brazilian government imposes certain restrictions on currency conversions and remittances abroad which could affect the timing and amount of any dividend or other payment we receive

Brazilian law guarantees foreign shareholders of Brazilian companies the right to repatriate their invested capital and to receive all dividends in foreign currency provided that their investment is registered with Brazil's Central Bank. We registered our investment in Andina Brazil with the Brazilian Central Bank on October 19, 1995. Although dividend payments related to profits obtained subsequent to January 1, 1996 are not subject to income tax, after the sum of repatriated capital and invested capital exceeds the investment amount registered with the Brazilian Central Bank, repatriated capital is subject to a capital gains tax of 15%. Under current Chilean tax law, we will realize a tax credit in respect of all Brazilian taxes paid relating to Andina Brazil. There can be no assurance that the Brazilian government will not impose additional restrictions or modify existing regulations that would have an adverse effect on an investor's ability to repatriate funds from Brazil nor can there be any assurance of the timing or duration of such restrictions, if imposed in the future.

Risks Relating to Argentina

Our business is dependent to some extent on economic conditions in Argentina

Approximately 13% of our assets and 27% of our net sales in 2012 were derived from our operations in Argentina. Because demand for soft drinks and beverage products usually is correlated to economic conditions prevailing in the local market, which in turn is dependent on the macroeconomic condition of the country, the financial condition and results of operations of our franchise in Argentina are, to a considerable extent, dependent upon political and economic conditions prevailing in Argentina.

GDP growth in Argentina was 9.2% in 2010, 8.3% in 2011 and 2.0% in 2012. Facing the international financial crisis, the public sector did not default and carried out payments using the reserves of Argentina's Central bank and loans from Banco de la Nación Argentina, generating new and significant macroeconomic policy challenges. Although Argentina managed to roll with the punches of a recessive year and an international crisis without upsetting the main financial variables, we cannot assure that economic conditions in Argentina will continue improving or that our operations will continue experiencing good results.

Political and economic instability may recur which could have a material adverse effect on our Argentine operations and on our financial condition and results of operations.

In the period from 1998 through 2003, Argentina experienced acute economic problems that culminated with the restructuring of substantially all of Argentina's sovereign bond indebtedness. A succession of presidents were inaugurated during this crisis period and various states of emergency were declared that suspended civil liberties and instituted restrictions on transfers of funds abroad and foreign exchange controls, among other measures. Argentina's GDP contracted 10.9% in 2002. Beginning 2003, Argentine GDP began to recover and from 2004 to 2008 recorded an average rate of growth of 8.4%. In the political environment, legislative elections carried out in June of 2009 were a misfortune for the government's political party losing the majority in both houses. This new political scenario in Argentina could make the executive power need to arrive at a consensus with the opposition regarding rules and regulations in order for them to be approved by the legislative power.

The macroeconomic condition in Argentina has been characterized by:

- increased inflation which has been slightly controlled by price control;
- deeper state of intervention in the economy;
- fiscal deficit ; and
- strong salary pressures.

The Argentine government continues to face significant exposure to litigation from holders of its defaulted debt that did not participate in the Argentine government's exchange offer.

The Argentine government could impose certain restrictions on currency conversions and remittances abroad which could affect the timing and amount of any dividends or other payment we receive from our Argentine franchise

Under current Argentine law, we may declare and distribute dividends with respect to our Argentine subsidiary and our Argentine banks may lawfully process payments of those dividends to us and other non-resident shareholders. Our declaration and distribution of dividends is subject to certain statutory requirements and must be consistent with our audited financial statements. The processing of payment of dividends by our Argentine banks is subject to Argentine Central Bank regulations, including verification of our Argentine subsidiary's compliance with foreign debt and direct investment disclosure obligations. In addition to statutory and administrative rules affecting our Argentine subsidiary's payment of dividends, during 2012 the Argentine Government imposed discretionary restrictions on Argentine companies as part of a policy to limit outbound transfers of U.S. dollars. These de facto restrictions essentially halted dividend payments to non-resident shareholders. The Argentine Government has begun to relax these restrictions. Nonetheless, we cannot give any assurances that we will be able to cause our Argentine subsidiary to

distribute dividends to its non-resident shareholders now or in the foreseeable future, despite otherwise meeting all statutory and regulatory requirements for payment.

Argentina's government may impose certain restrictions on imports which could have an impact in our operation.

Argentina's government could eventually limit our access to foreign exchange to pay for imports, and also could restrict raw materials or machinery imports, which are necessary for our operation in the country.

Inflation in Argentina may adversely affect our operations which could adversely impact our financial condition and results of operations

Argentina has experienced high levels of inflation in recent decades, resulting in large devaluations of its currency. Argentina's historically high rates of inflation resulted mainly from its lack of control over fiscal policy and the money supply. The official annual rates of inflation (published by INDEC-*Instituto Nacional de Estadísticas y Censos*- National Statistics and Census Institute as measured by changes in the consumer price index) between 2010, 2011 and 2012 were, 10.9%, 9.5% and 10.8%, respectively for each year. High levels of inflation in Argentina could adversely affect the Argentine economy and have a material adverse effect on our financial condition and results of operations. In the last years the accuracy of the national accounts of Argentina was questioned by some international public organizations.

The Argentine peso is subject to depreciation and volatility which could adversely affect our financial condition and results of operations

During 2012, the exchange rate in Argentina underwent a depreciation of 13.8%. The Argentine government's economic policies and any future devaluation of the Argentine peso against the U.S. dollar could adversely affect our financial condition and results of operations. The Argentine peso has been subject to large devaluations in the past and may be subject to significant fluctuations in the future.

We cannot assure you that the policies to be implemented by the Argentine government in the future will stabilize the value of the Argentine peso against foreign currencies

Risks Related to Paraguay

Our business is dependent to some extent on economic conditions in Paraguay

Approximately 17% of our assets and 3% of our net sales in 2012 were derived from our operations in Paraguay. Since the demand for soft drinks and drinks is generally related to the economic conditions prevailing in the local market which, in turn, depend on the macroeconomic and political conditions of the country, our financial situation and our operations results could be adversely affected by changes in these factors over which we have no control.

The Gross Domestic Product (GDP) for 2012 reveals a contraction of the real economy of around -1.2% compared to the previous year, result it is interrupted two years of a very good behavior of the economic activity (4% in 2011 and 15% in 2010),

The economic performance in 2012 was influenced by a predominant factor that motivated a declination in economic activity: the effects of the drought that had a negative impact in the agricultural industry for 2011/2012, mainly on soybeans, corn and sunflower crops, in addition to the outbreak of foot and mouth disease detected in the last months of 2011 that resulted in the closing of markets for Paraguayan meat and has had an effect in the reduction of the levels of slaughtering during the first half of this year which, however, was reversed during the second half of the year, experiencing a significant upturn with the return of more than 20 markets for Paraguayan meat.

Inflation in Paraguay may adversely affect our operations which could adversely impact our financial condition and results of operations

Inflation during 2012 was 4%, below 4,9% in 2011 and 7,2% in 2010. This annual inflationary result implies that the total inflation has, for the sixth consecutive year, a one-digit figure and is below the top of the target range (7,5%).

An increase in the inflation could decrease the purchasing power of our consumers, which could have an effect in our volume growth and therefore, could have an impact in our sales income. We can't assure you that the Paraguayan inflation will continue to be under the current levels.

The Paraguayan Guaraní is subject to depreciation and volatility which could adversely affect our financial condition and results of operations

The exchange rate is free and fluctuant and the BCP participate in the exchange market in order to smooth abrupt oscillations.

In 2012, the local currency appreciated in 3.0%. Nevertheless, it was very variable during the year. It was appreciated during the first quarter to then become strongly depreciated (around 11%), as a result of the lower export earnings to then be stabilized towards the last quarter of the year, closing 2012 with an appreciation of around 3%.

An important depreciation of the local currency could adversely affect our financial situation and financial results, because 25% of our total costs of raw materials and supplies are in dollars, as well as other expenses such as professional fees and maintenance costs.

Risk Factors Relating to the ADRs and Common Stock

Preemptive rights may be unavailable to ADR holders

According to the *Ley de Sociedades Anónimas* No. 18.046 and the *Reglamento de Sociedades Anónimas* (collectively, the "Chilean Companies Law"), whenever we issue new shares for cash, we are required to grant preemptive rights to holders of our shares (including shares represented by ADRs), giving them the right to purchase a sufficient number of shares to maintain their existing ownership percentage. However, we may not be able to offer shares to United States holders of ADRs pursuant to preemptive rights granted to our shareholders in connection with any future issuance of shares unless a registration statement under the U.S. Securities Act of 1933, as amended, is effective with respect to such rights and shares, or an exemption from the registration requirements of the U.S. Securities Act of 1933, as amended, is available.

Under the procedure established by the Central Bank of Chile, the foreign investment agreement of a Chilean company with an existing ADR program will become subject to an amendment (which will also be deemed to incorporate all laws and regulations applicable to international offerings in effect as of the date of the amendment) that will extend the benefits of such contract to new shares issued pursuant to a preemptive rights offering to existing ADR owners and to other persons residing and domiciled outside of Chile that exercise preemptive rights, upon request to the Central Bank of Chile. We intend to evaluate at the time of any rights offering the costs and potential liabilities associated with any such registration statement as well as the indirect benefits to us of enabling United States ADR holders to exercise preemptive rights and any other factors that we consider appropriate at the time, and then make a decision as to whether to file such registration statement.

We cannot assure you that any registration statement would be filed. To the extent ADR holders are unable to exercise such rights because a registration statement has not been filed, the depositary will attempt to sell such holders' preemptive rights and distribute the net proceeds thereof if a secondary market for such rights exists and a premium can be recognized over the cost of any such sale. If such rights cannot be sold,

they will expire and ADR holders will not realize any value from the grant of such preemptive rights. In any such case, such holder's equity interest in the Company would be diluted proportionately.

Shareholders' rights are less well defined in Chile than in other jurisdictions, including the United States

Under the United States federal securities laws, as a foreign private issuer, we are exempt from certain rules that apply to domestic United States issuers with equity securities registered under the United States Securities Exchange Act of 1934, as amended, including the proxy solicitation rules, the rules requiring disclosure of share ownership by directors, officers and certain shareholders. We are also exempt from certain of the corporate governance requirements of the Sarbanes-Oxley Act of 2002 and the New York Stock Exchange, Inc., including the requirements concerning independent directors.

Our corporate affairs are governed by the laws of Chile and our *estatutos* or bylaws, which function not only as our bylaws but also as our articles of incorporation. Under such laws, our shareholders may have fewer or less well-defined rights than they might have as shareholders of a corporation incorporated in a U.S. jurisdiction.

Pursuant to Law No. 19,705, enacted in December 2000, the controlling shareholders of an open stock corporation can only sell their controlling shares via a tender offer issued to all shareholders in which the bidder would have to buy all the offered shares up to the percentage determined by it, when the price paid is substantially higher than the market price (that is, when the price paid was higher than the average market price of a period starting 90 days before the proposed transaction and ending 30 days before such proposed transaction, plus 10%).

The market for our shares may be volatile and illiquid

The Chilean securities markets are substantially smaller, less liquid and more volatile than major securities markets in the United States. The *Bolsa de Comercio de Santiago* (the "Santiago Stock Exchange"), which is Chile's principal securities exchange, had a market capitalization of approximately US$313,456 million at December 31, 2012 and an average monthly trading volume of approximately US$3,870 million for 2012. The lack of liquidity owing, in part, to the relatively small size of the Chilean securities markets may have a material adverse effect on the trading prices of our shares. Because the market for our ADRs depends, in part, on investors' perception of the value of our underlying shares, this lack of liquidity for our shares in Chile may have a significant effect on the trading prices of our ADRs.

ITEM 4. INFORMATION ON THE COMPANY

A. History and development of the Company

Our legal name is Embotelladora Andina S.A. and our commercial name is Andina. We were incorporated and organized on February 7, 1946 under the Chilean Companies Law as a *sociedad anónima* (stock corporation). An abstract of our bylaws is registered with the *Registro de Comercio de Santiago* (Public Registry of Commerce of the City of Santiago) under No. 581 on page 768 of the year 1946. Pursuant to our bylaws, our term of duration is indefinite.

Our shares of common stock are listed and traded on the Bolsa de Comercio de Santiago (Santiago Stock Exchange), on the Bolsa Electrónica de Chile (the Chilean Electronic Stock Exchange) and the Bolsa de Comercio de Valparaiso (the Valparaiso Stock Exchange). Our Series A and Series B ADRs representing our Series A and Series B shares, respectively, are listed on the New York Stock Exchange. Our principal executive offices are located at Avenida El Golf 40, Piso 4, Las Condes, Santiago, Chile. Our telephone number is +56-2-2338-0520 and our website is www.embotelladoraandina.com.

Our depositary agent for the ADRs in the United States is The Bank of New York Mellon Corporation, located at One Wall Street, New York, New York 10286. Our depositary agent's telephone number is (212) 815-2296. Our authorized representative in the United States is Puglisi & Associates, located at 850

Library Avenue, Suite 204, Newark, Delaware 19711, United States and their phone number is (302) 738-6680.

History

In 1941, The Coca-Cola Company licensed a private Chilean company to produce Coca-Cola soft drinks in Chile, and production began in 1943. In 1946, the original licensee withdrew from the license arrangement, and a group of U.S. and Chilean investors formed Andina, which became The Coca-Cola Company's sole licensee in Chile. Between 1946 and the early 1980s, Andina developed the Chilean market for Coca-Cola soft drinks with a system of production and distribution facilities covering the central and southern regions of Chile. In the early 1980s, Andina sold its Coca-Cola licenses for most areas outside the Santiago metropolitan region and concentrated on the development of its soft drink business in the Santiago area. Although no longer the sole Coca-Cola bottler in Chile, Andina has been the principal manufacturer of Coca-Cola products in Chile for an uninterrupted period of 66 years.

In 1985, a majority of Andina's shares was acquired by four Chilean families who compromise Inversiones Freire Ltda. ("Freire" or "the Controlling Shareholders"). On December 31, 2012, the Controlling Shareholders owned 55.3% of our outstanding Series A shares, which have preferred voting rights and thereby control the Company; and 45.3% of our outstanding Series B shares, consequently the Controlling Shareholders of Andina hold a 50.3% ownership interest in the Company. Further information regarding our Controlling Shareholders can be found on page 114 of our 2012 Annual Report which is available at our website: www.koandina.com.

Andina Brazil, our Brazilian subsidiary, began production and distribution of Coca-Cola soft drinks in Rio de Janeiro in 1942. In June 1994, we acquired 100% of the capital stock of Andina Brazil for approximately US$120 million and contributed an additional US$31 million to Andina Brazil's capital immediately after the acquisition to repay certain indebtedness of Andina Brazil. In 2000, we purchased through Andina Brazil, from the Coffin Group, a Coca-Cola franchise license for a territory in Brazil comprising the State of Espírito Santo and part of the States of Rio de Janeiro and Minas Gerais (NVG), for US$74.5 million. NVG was merged into Andina Brazil in 2000, and its operations were integrated with Andina Brazil in 2001. In 2004, Andina Brazil entered into a franchise swap agreement with the Brazilian subsidiary of The Coca-Cola Company, Recofarma Indústria do Amazonas Ltda., for (1) an exchange of franchising rights, goods and other assets of Andina Brazil in the territory of Governador Valadares in the State of Minas Gerais, and (2) other franchise rights of The Coca-Cola Company in the territories of Nova Iguaçu in the state of Rio de Janeiro, which was previously owned by Companhia Mineira de Refrescos S.A. In 2007 TCCC along with the Coca-Cola bottlers in Brazil create a Joint Venture, Mais Indústria de Alimentos, in order to enhance the non-carbonated business for the entire System in that country, and in 2008 The Coca-Cola System acquires a second company that produces non carbonated beverages called Sucos del Valle do Brasil Ltda These two companies merged in 2011 and SABB (Sistema de Alimentos y Bebidas do Brasil) was created in which Andina Brazil holds a 5.74% ownership interest. In 2010 TCCC along with the Coca-Cola bottlers in Brazil acquired Leão Junior S.A. through a Joint Venture. Leão Junior S.A. among others, commercializes Matte Leão. This company has a consolidated presence and market share within the ready-to-drink teas category in Andina Brazil's territory. Andina Brazil has an 18.20% ownership interest in Leão Junior S.A. Andina Brazil holds an average ownership interest of 10.74% in Leão Junior and SABB. In November, 2012 Andina Brazil materialized the acquisition of a 40% stake in Sorocaba Refrescos S.A., a Coca-Cola bottler located in the state of Sao Paulo, for $R146,946,004.

Production of Coca-Cola soft drinks in the Argentine territory began in 1943 with the start-up of operations in the province of Córdoba, Argentina, through Inti S.A.I.C., which we refer to as "INTI". In July 1995, we (through Inversiones del Atlántico S.A., an investment company incorporated in Argentina), which we refer to as "IASA", acquired a 59% interest in Edasa, the parent company of Rosario Refrescos S.A. and Mendoza Refrescos S.A. These entities were subsequently merged to create Rosario Mendoza Refrescos S.A., which we refer to as "Romesa". In 1996 we acquired an additional 35.9% interest in Edasa, an additional 78.7% interest in Inti, a 100% interest in Cipet located in Buenos Aires (a PET plastic bottle and packaging business) and a 15.2% interest in Cican S.A. During 1997, the operations of Romesa were merged with INTI. In 1999, Edasa was merged into IASA. In 2000, IASA was merged into Inti, which in turn changed its

corporate name to Embotelladora del Atlántico S.A. (EDASA). In 2002 Cipet merged into Edasa. During 2007 EDASA's ownership interest in Cican S.A. was sold to Femsa. Currently, Edasa is the Coca-Cola bottler in the provinces of Entre Rios, San Luis, San Juan, Mendoza, part of Santa Fe and part of Buenos Aires (San Nicolás y Ramallo.)

In 1998, Andina repurchased from The Coca-Cola Company its 49% stake in Vital. Concurrently with that transaction, The Coca-Cola Company purchased Vital's mineral water springs located at Chanqueahue, 80 miles south of Santiago. As part of the transaction, the Vital bottler agreement was replaced with a juice bottler agreement with Minute Maid International Inc., as well as a new mineral water bottling agreement with The Coca-Cola Company. In addition, the 1995 shareholders' agreement between us and The Coca-Cola Company regarding ownership of Vital was terminated. The restructuring of the water and juice business in Chile enhanced our focus on the production of soft drinks, water and juice. During 2005, the production and packaging business of water, juice and non-carbonated beverages licensed by TCCC in Chile was restructured. Vital Aguas S.A., which we refer to as VASA, was created to develop the production and packaging businesses of Vital de Chanqueahue, mineral water and other water products. VASA is focused on developing juice and non-carbonated beverages. Andina, Embonor S.A. and Embotelladora Coca-Cola Polar S.A. own 56.5%, 26.4% and 17.1%, respectively, of the outstanding capital of VASA. During January of 2011, the juice business was restructured, allowing the incorporation of the other Coca-Cola bottlers in Chile to the property of Vital S.A. which changed its name to Vital Jugos S.A. Andina, Embonor S.A. and Embotelladora Coca-Cola Polar S.A. own 57%, 28% and 15%, respectively, of the outstanding capital of Vital Jugos S.A.

In Chile we participate in the business of producing PET bottles through a 50/50 joint venture we entered into with Cristalerías de Chile in the year 2001. On January 27, 2012, Coca-Cola Embonor through its subsidiary, Embonor Empauqes S.A. acquired Cristalerías de Chile's stake equivalente to a 50% ownership interest in Envases CMF.

On March 30, 2012, after completion of due-diligence procedures, the Company signed a Promissory Merger Agreement with Embotelladoras Coca-Cola Polar S.A. ("Polar"). Polar is also a Coca-Cola bottler, with its operations in Chile and Paraguay.

The terms of the merger prescribe the exchange of newly issued Company shares at a rate of 0.33269 Series A shares and 0.33269 Series B shares, for each outstanding share of Polar. This exchange rate implies that the current shareholders of Polar will acquire a 19.68% interest in the Company.

Prior to closing the merger, and subject to the approval by of each of the respective shareholders' meetings, Andina and Polar will each distribute dividends to their shareholders, in addition to those already declared and distributed to date. Company dividends will amount to Ch$28,155,862,307 and Ch$29,565,609,857, respectively, which represents Ch$35.27 per Series A share and Ch$38.80 per Series B share.

Closing of the merger first requires the approval of the Chilean Superintendence of Securities and Insurance, the Boards of Directors and shareholders of both companies, and the Coca-Cola Company. It also requires registration of new shares to be issued in the exchange. The merger is scheduled to close before August 31, 2012.

Based on the historical results for the year ended December 31, 2011, the merged entity would have a pro-forma net revenues of approximately US$2.643 million, becoming one of the largest Coca-Cola bottlers in Latin America with operations in Argentina, Brazil, Chile and Paraguay.

In the Extraordinary Shareholders Meeting of Embotelladora Andina S.A. held on June 25, 2012, was approved the merger (by absorption) of Embotelladoras Coca-Cola Polar S.A. and Embotelladora Andina S.A. On September 28, 2012 Embotelladoras Coca-Cola Polar S.A. and Embotelladora Andina S.A. executed a public deed concluding the merger of their operations, in which they declared that the merger was concluded and perfected as of October 1, 2012. This operation began on February 2 of that year, and allows Embotelladora Andina S.A. to consolidate its leading position in the business of bottling of products licensed

by The Coca-Cola Company in the southern cone, and generate opportunities for growth and create value for its shareholders and collaborators. In practice, Embotelladora Andina S.A. becomes the second largest bottler of Coca-Cola in South America and the seventh bottler in the world, with operations in Argentina, Brazil, Chile and Paraguay. The transaction was carried out through a merger (by absorption) and the exchange of new shares issued by Embotelladora Andina S.A., at a rate of 0.33268606071 Andina Series A shares and 0.33268606071 Andina Series B shares for each share of Embotelladoras Coca-Cola Polar S.A. The said exchange took place in October 16, 2012.

PARESA is the first authorized Coca-Cola Bottler Company in Paraguay, which started its operations in May 13, 1965. In 1967, Plant 1 was inaugurated with a capacity of 400,000 annual unit cases. In 1980, the Barcequillo Plant - located on Km 3.5 Barcequillo of the Ñemby route, in the City of San Lorenzo- was inaugurated, reaffirming and applying the concept of the highest end technology of bottling. Beginning in 2004, Paresa became property of the Grupo Polar from Chile, continuing its operations in the Paraguayan market. On October 1, 2012, Paresa became part of Grupo Coca-Cola Andina due to the merger of Embotelladoras Coca-Cola Polar S.A. into Embotelladora Andina S.A.

This merger will further strengthen our leading position in the business and will create great opportunities for growth and create value for all our stakeholders

In 1996, our shareholders approved the Reclassification of Capital Stock, which we refer to as the "Reclassification", of Andina's common stock into two new series of shares. Pursuant to the Reclassification, each outstanding share of Andina's common stock was replaced by one newly issued Series A share and one newly issued Series B share. The Series A and Series B shares are principally differentiated by their voting and economic rights. Therefore, and after the modification of our bylaws as of June 25, 2012, that increased the number of directors from 7 to 14 – and thus, eliminating the alternate directors- the holders of the Series A shares have full voting power and are entitled to elect 12 of 14 members of the board of directors, and the holders of the Series B shares have no voting rights but for the right to elect 2 members of the board of directors. In addition, holders of Series B shares are entitled to a dividend 10% greater than any dividend on Series A shares.

After the Reclassificaction, the Superintendence of Pension Fund Managers (*Superintendencia de Administradores de Fondos de Pensiones*) decreed that Chilean pension funds would not be permitted to acquire Series B Shares due to their limited voting rights. Later, during 2004, the Superintendence approved Series B shares as investment instruments for Chilean Pension funds. Series A shares have always been eligible as investment instruments.

Capital Expenditures

During 2012 the Company financed its permanent investments exclusively from internal resources.

The following table sets forth our capital expenditures by territory and line of business for the periods indicated:

	Year ended December 31,		
	2012	**2011**	**2010**
	MCh$	**MCh$**	**MCh$**
Soft Drinks:			
Chilean territory	53,249	72,669	46,673
Brazilian territory	36,109	28,951	35,607
Argentine territory	44,682	18,801	8,961
Paraguayan territory	6,085		
Other Beverages:			
Vital Jugos S.A. and VASA		-	3,315

	Year ended December 31,		
	2012	**2011**	**2010**
	MCh$	**MCh$**	**MCh$**
	1,487		
Argentine territory	-	3,780	-
PET Packaging:			
Argentine territory	2,152	2,730	906
Total	**$ 143,764**	**126,931**	**95,462**

During 2012, the Company has made disbursements totaling Ch$3,333 million (unaudited figures) for improvements in industrial processes, equipment to measure industrial waste flows, laboratory analyses, consulting on environmental impacts and other studies. For further details please refer to Note 27 of our Consolidated Financial Statements filed herewith.

Our total capital expenditures were Ch$143,764 million in 2012 and Ch$126,931 million in 2011. In 2012, capital expenditures were principally related to the following:

Soft drinks:

Chile

- Returnable bottles (glass and PET bottles) and bottle cases;
- Cooling equipment, post mix and other point of sale equipment;
- New equipment to increase efficiency and production capacity;
- Implementation of the new Renca bottling facility.

Brazil

- Returnable Ref Pet and glass bottles and bottle cases;
- Coolers, post-mix and other point-of-sale equipment;
- Equipment to increase efficiency and production capacity;
- Purchase of distribution trucks and automobiles for the sales force.
- Industrial projects at Jacarepaguá: Pet Ref Line, 2 volumetric fillers and one blower.

Argentina

- Bottles (glass and PET bottles) and bottle cases;
- Coolers and post mix equipment;
- OW PET production line and the adaptation of another existing OW line to improve productivity;
- Nueva Línea de Embotellado para productos de llenado en caliente “Hot Fill” Line for waters and sensitive products; (investment began in 2011) and a New Line of Tetra Pack Juice packaging;
- Expansion of the Finished product deposit and of the patio in the Floor of the Córdoba Plant (13,600 m2) and in the Bahia Blanca plant (2,800 m2);
- Purchase and modifying Moulds for Short Finish.

Paraguay (only considers the investments materialized in 4Q12)

- New Line for waters and sensitive products.
- Equipment to increase efficiency and production capacity.
- Miebach Project – Warehouses, deposits and roof in the truck cargo loading area.
- Bottles (glass and PET bottles).
- Coolers and post mix equipment.

Juices and Waters

Juices

- Incorporation of a new Tetra Gemina line and a new pasteurizer with a production capacity of 500cc, 750cc, 1000cc and 1.500cc. formats;
- Water Treatment System (Reverse Osmosis), for production with controlled water demineralization formulated products;
- Investment in a new PET Aseptic line (STORK);
- Adaptation of OW Pet Line No. 3 for the manufacture of new Andina Sabores Caseros and Glaceau Vitamin Water products;
- Purchase and installation of pasteurizer for line 3;
- Upgrade of the central control system of the design//formulation room;
- Acquisition and installation boiler for steam generation;
- Expansion of the finished products warehouse (system drive in) and freight yard//patio.
- Increase of capacity and change of technology in the Industrial Water pumping systems (60 to 150 m3 hr).

Waters

- Construction of a new casino;
- Expansion of the finished product warehouse (system drive in);
- Monitoring system and ozonisation record;
- Conversion of cappings into Short Finish tops in Line 3 and 4;
- Installation of automatic volume controller for CO2;
- Riles containment pool.

Divestitures

Not Applicable

B. Business Overview

Andina is among the seventh largest Coca-Cola bottlers in the world, servicing franchised territories with 50 million people, delivering over 3,300 million liters of soft drinks, juices, and bottled waters on 2012. We are nationwide producers of soft drinks in Paraguay, the largest producer of soft drinks in Chile and the second largest soft drink producer in Brazil and in Argentina. Our principal business is the production and distribution of Coca-Cola soft drinks, which accounted for 82% of our consolidated net sales in 2012. On 2012, we recorded consolidated net sales of Ch$967,370 million and total sales volume of 517.6 million unit cases of Coca-Cola soft drinks.

In addition to the Coca-Cola soft drinks business, through Vital Jugos S.A., we produce and distribute fruit juices and other fruit-flavored beverages in Chile under trademarks owned by TCCC. Through Vital Aguas S.A., we produce and sell mineral water and purified water in Chile under trademarks owned by TCCC. Through Envases Central S.A. we produce flavored waters and certain formats for soft drinks under trademarks owned by TCCC. We also manufacture PET bottles primarily for our own use in the packaging of Coca-Cola soft drinks in Chile and Argentina. In Brazil, we also distribute the beer brands Amstel, Bavaria, Birra Moretti, Dos Equis (XX), Edelweiss, Heineken, Kaiser, Murphy´s, Sol and Xingú. Also we distribute beer in the south of Argentina and spirits in the south of Chile.

Our Products

We produce, market and distribute the following Coca-Cola trademark beverages and brands licensed from third parties throughout our franchise territories:

Chile: Andina, Andina Light, Aquarius, Benedictino, Burn, Coca-Cola, Coca-Cola Light, Coca-Cola Zero, Dasani Citrus Antiox, Dasani Durazno, Dasani Manzana, Dasani Tangerine, Dasani Manzana Antiox, Fanta Frutilla, Fanta Limón, Fanta Naranja, Fanta Naranja Zero, Fanta Uva, Fanta Roja, Hugo, Kapo, Minute Maid 100%, Sabores Caseros, Fuze Tea, Fuze Tea Light, Nestea, Nestea Light, Nordic Mist Ginger Ale, Nordic Mist Tónica, Powerade, Glaceau, Powerade Light, Quatro Guarana, Quatro Light, Sprite, Sprite Zero, Inca Kola, Inca Kola Zero, Tai, Cantarina, Vital and some spirits in Punta Arenas.

Brazil: Amstel, Aquarius Fresh, Bavaria, Birra Moretti, Burn, Chá Leão, Coca-Cola, Coca-Cola Light, Coca-Cola Light Plus, Coca-Cola Zero, Crystal, Del Valle, Del Valle Frut, Del Valle Limao & Nada, Del Valle Fruta & Nada, Del Valle Mais, Del Valle Mais Soja, Dos Equis, Edelweiss, Fanta, Fanta Diet, Fanta Zero, Gladiator, Guaraná Leão, Heineken, I9, Kaiser, Kapo, Kapo Chocolate, Kuat, Kuat Eko, Kuat Zero, Leão Ice Tea, Matte Leão, Matte+Guaraná Leão, Murphy's, Powerade, Schweppes, Schweppes Light, Sol, Sprite, Sprite Diet, Sprite Zero, Xingú.

Argentina: Aquarius (Manzana, Naranja, Pera, Pomelo, Pomelo Rosado and Uva), Bonaqua (with and without gas), Cepita (Banana, Durazno, Naranja and Uva), Nutri Defensas; Manzana and Naranja 100%; Multifruta; Naranja Light and Pomelo Rosado), Coca-Cola (Regular, Light and Zero), Crush (Lima-Limón and Naranja), Dasani (with and without gas), Epika, Fanta (Limón, Naranja, Naranja Zero and Pomelo), Kin (with and without gas), Powerade (Citrus, Frutas Tropicales, Mandarina, Manzana, Mountain Blast, Naranja and Naranja Light), Quatro Liviana (Pomelo, Limonada and Naranja Durazno), Schweppes (Citrus, Citrus Light, Lima limón, Pomelo and Tónica), Sprite (Regular and Zero) and Tai. Beers (Austral, Bieckert, Birra Moretti, Budweiser, Corona, Guiness, Heineken, Imperial, Kunstmann, Modelo, Otro mundo, Palermo, Paulaner, Salta and Schneider), Energy drinks Black Fire and Infusions (yerba La Vuelta).

Paraguay: Aquarius Manzana, Aquarius Naranja, Aquarius Pera, Burn Energy, Coca-Cola, Coca-Cola Zero, Crush Naranja, Crush Piña, Crush Pomelo, Dasani without Gas, Dasani with Gas, Fanta Guaraná, Fanta Naranja, Fanta Naranja Zero, Fanta Naranja Mandarina, Fanta Piña, Frugos Durazno, Frugos Manzana, Frugos Naranja, Frugos Pera, Powerade Manzana, Powerade Mountain blast, Powerade Multifruta, Powerade Naranja, Sprite, Sprite Zero, Schweppes Tónica and Schweppes Citrus.

We produce, market and distribute Coca-Cola soft drinks in our franchise territories through standard bottler agreements between our bottler subsidiaries and the local subsidiary in each jurisdiction of TCCC (collectively, the "Bottler Agreements"). We consider the enhancement of our relationship with TCCC an integral part of our business strategy.

We seek to enhance our business throughout the franchise territories by developing existing markets, penetrating other soft drink, waters and juices markets, forming strategic alliances with retailers to increase consumer demand for our products, increasing productivity, and by further internationalizing our operations.

1. Soft Drink Business

Sales Overview

We measure sales volume in terms of unit cases, which we refer to as UCs. Unit cases contain 192 ounces of finished beverage product (24 eight-ounce servings) or 5.69 liters. The following table illustrates our historical sales volumes for each of our territories:

	Soft Drink Sales Volumes Year ended December 31,		
	2012	**2011**	**2010**
		(millions of UCs)	
Chile	149.9	135.1	132.6
Brazil	197.8	183.5	187.0
Argentina	153.4	129.6	118.4
Paraguay	16.5		

In 2012, our Coca-Cola soft drinks business accounted for net sales of Ch$967,370 million and operating income of Ch$147,381 million representing 82% and 96% of our consolidated net sales and operating income, respectively.

Our Chilean soft drink operations accounted for net sales in 2012 of Ch$299,673 million; the Brazilian soft drink operations for net sales of Ch$359,116 million, the Argentine soft drink operations for net sales of Ch$281,696 million, and the Paraguayan soft drinks operations for net sales of Ch$26,885 million.

The following tables set forth, for the periods indicated, our net sales and volume of Coca-Cola soft drinks sold in our franchise territories for the periods indicated.

	Year ended December 31, 2012							
	Chile		**Brazil**		**Argentina**		**Paraguay***	
	MM$	**MMCUs**	**MM$**	**MMCUs**	**MM$**	**MMCUs**	**MM$**	**MMCUs**
Colas	228,651	114.4	280,829	157.7	218,878	119.2	16,373	10.1
Flavored soft drinks	71,023	35.5	78,287	43.1	62,818	34.2	10,512	6.4
Total	299,673	149.9	359,116	197.8	281,696	153.4	26,885	16.5

	Year ended December 31, 2011					
	Chile		**Brazil**		**Argentina**	
	MM$	**MMCUs**	**MM$**	**MMCUs**	**MM$**	**MMCUs**
Colas	197,610	104.6	302,278	148.5	162,180	101.7
Flavored soft drinks	57,826	30.5	63,326	35.0	46,668	27.9
Total	255,436	135.1	365,604	183.5	208,848	129.6

	Year ended December 31, 2010					
	Chile		**Brazil**		**Argentina**	
	MM$	**MMCUs**	**MM$**	**MMCUs**	**MM$**	**MMCUs**
Colas	189,941	104.4	297,644	155.6	127,808	91.5
Flavored soft drinks	51,231	28.2	53,180	31.4	39,139	26.9
Total	241,172	132.6	350,824	187.0	166,947	118.4

(*) Figures only reflect 4Q12 in Paraguay

In Chile, Coca-Cola soft drinks are distributed in returnable and non-returnable glass and PET bottles and aluminum cans of various sizes. It is also distributed as Post-mix syrup, which is mixed with carbonated water in a dispenser at the point of sale, in stainless steel and bag-in-box containers. In Brazil, Coca-Cola soft drinks are distributed in returnable and non-returnable glass and PET bottles of various sizes, in aluminum cans and also as post-mix syrup. In Argentina, Edasa produces and distributes Coca-Cola soft drinks in returnable and non-returnable glass and PET bottles of various sizes, in aluminum cans and as post-mix syrup. In Paraguay Coca-Cola soft drinks are distributed in returnable and non-returnable glass and PET bottles and aluminum cans. It is also distributed as Post-mix syrup, which is mixed with carbonated water in a dispenser at the point of sale, in stainless steel and bag-in-box containers. Regarding Juices, they are distributed in non-returnable glass and PET bottles, returnable glass bottles, in bi-laminated sachets, cardboard Tetra Pak containers and bag-in-box as concentrated juice that is mixed with water at the point of sale. Waters are distributed in returnable glass bottles and non-returnable PET bottles.

The following table sets forth, for the periods indicated, our sales of Coca-Cola soft drinks in Chile, Brazil, Argentina and Paraguay by packaging type, measured as a percentage of total sales volume:

Soft Drink Sales by Packaging Type

	Year Ended December 31,						
	2012				2011		
	Chile % Total Mix	Brazil % Total Mix	Argentina % Total Mix	Paraguay % Total Mix	Chile % Total Mix	Brazil % Total Mix	Argentina % Total Mix
Returnable	59	91	50	49	61	91	51
Non-returnable	37	85	49	50	35	86	48
Post Mix	4	3	1	1	4	3	1
Total	**100**	**100**	**100**	**100**	**100**	**100**	**100**

Customers and Distribution

As of December 31, 2012, we sold our products to approximately 63,000 customers in Chile, 68,500 customers in Brazil, 79,401 customers in Argentina and 49,300 customers in Paraguay. Although the mix varies significantly among the franchise territories, our distribution network generally relies on a combination of Company-owned trucks and independent distributors in each territory.

The following table sets forth, for the periods indicated, our sales of Coca-Cola soft drinks in Chile, Brazil, Argentina and Paraguay, by type of customer, measured as a percentage of total sales volume:

Soft Drink Sales by Type of Customer

	Year ended December 31,						
	2012				2011		
	Chile	Brazil	Argentina	Paraguay (%)	Chile	Brazil	Argentina
Mom & Pops	51	24	47	40	53	22	50
Supermarkets	20	30	20	9	17	28	18
On Premise	13	22	3	22	11	26	3
Wholesale distributors	16	24	30	28	19	24	29

Total	100	100	100	100	100	100	100

Chile. As of December 31, 2011, Andina's sales force consisted of 297 salespeople (262 workers hired indefinitely and 35 hired on a fixed term basis) who call on most customers on average 1.8 times per week. For sales to major supermarkets, we employ 6 key account heads, 20 field supervisors and 534 third party promoters who are on-site supervisors who handle our products, monitor displays and track the pricing and marketing strategies of our competitors. Account executives are also assigned to major fast food outlets to work with the customer to develop sales on a consistent basis. Our distribution system for our soft drink products consisted of a group of 67 exclusive distributors, which are independent businesses that collectively deploy approximately 571 trucks (30 of which are company property), depending on seasonal demand. The 67 distributors collectively service all of our Chilean customers. In most cases, the distributor collects payment from the customer in cash or check. Where applicable, the driver also either collects empty returnable glass or PET bottles of the same type and quantity as the bottles being delivered, or collects cash deposits for the net returnable bottles delivered. This task is particularly significant in the Chilean territory where returnable containers accounted for approximately 59% of total soft drinks volume in 2012. Certain important customers (such as supermarkets), maintain accounts receivables with us, which are settled on average every 45 days after invoices are issued. On average, accounts receivable from all clients are liquidated on a 20-day term.

Brazil. As of December 31, 2012, Andina Brazil's sales force in Brazil consisted of an average of 1,325 salespeople (475 commercial representatives and 375 supermarket promoters, 29 unpackers y 77 field supervisors) divided into three major groups responsible for: (i) sales to key accounts and fast food chains (who purchase soft drinks in post-mix dispensers, in cans and bottles), (ii) sales to supermarkets (consisting of bottle and can sales) and (iii) all other traditional customers. Each of these three groups also manages sales of the other beverages (beer, water, juice, energy drinks and ready-to-drink tea) distributed by Andina Brazil. In Brazil, we generally distribute Coca-Cola soft drinks through a distribution system that includes: (i) trucks operated by independent distributors pursuant to exclusive distribution arrangements with us; (ii) trucks operated by independent transport companies on a non-exclusive basis and (iii) own trucks. In 2012, 10% was distributed by exclusive distributors, 85.5% by independent transport companies and (iii) 5% by our own trucks. Distribution of all of Andina Brazil's beverages takes place from distribution centers and production facilities. In 2012, approximately 18% of Andina Brazil' soft drink sales were paid for in cash at the time of delivery, 9% were paid by check and 73% were paid were paid with other bank securities with an average payment term of 13 days.

Argentina. As of December 31, 2012, our sales force in Argentina consisted of 642 employees, grouped in salespeople, merchandisers, and Contact Center personnel. In 2012, 70% of Edasa's Coca-Cola soft drinks were distributed by direct distribution (trucking) and 30% by wholesale distribution. All of the direct distribution is done by a group of independent transport companies (each with three or more trucks). In 2012, approximately 75% of EDASA's soft drink sales were paid for in cash and 25% were credit sales.

Paraguay: As of December 31, 2012, the sales force consisted of 282 people, grouped into sellers and *shelf stackers* or replenishers. Paresa distributed 71% Coca-Cola soft drinks through direct distribution, and 29% through wholesalers distributors. The frequency of visit of the direct sale is 1.6 times a week. For sales to important supermarkets, there is one key account manager, 5 sales people and 99 on-site outsourced sales promoters who handle our products, monitor exhibitions and follow up on our pricing strategies, exhibitions and the marketing of our competitors. There are also account executives appointed to major "fast food" chains that work with the client to develop sales in a consistent way. All direct distribution is done by a group of small truck businessmen. In 2012 approximately 64% of sales of Paresa soft drinks were paid in cash and 36% were credit sales.

Competition

We face intense competition throughout the franchise territories principally from bottlers of competing soft drink brands. See "Item 3. Key Information — Risk Factors — Risks Related to our Company — Our business is highly competitive and subject to price competition which may adversely affect our net profits and margins."

Chile. The soft drink segment of the Chilean beverage industry is highly competitive. The most important areas of competition are product image, pricing, advertising, ability to deliver product in popular bottle sizes, distribution capacity, and the amount of returnable bottles held by retailers or by consumers. Returnable bottles can be exchanged at the time of new purchases in lieu of paying a bottle deposit, thereby decreasing the purchase price. Our main competitor in the Chilean franchise territory is Embotelladora Chilenas Unidas or ECUSA, a subsidiary of Compañía Cervecerías Unidas S.A. or CCU, the major brewer in Chile. ECUSA produces and distributes Pepsi-Cola products and its own brands (soft drinks and bottled water).

Brazil. The soft drink segment of the Brazilian beverage industry is highly competitive. The most important areas of competition are product image, pricing, advertising and distribution capacity (including the number and location of sales outlets). According to A.C. Nielsen, our main soft drink competitor in the Brazilian territory is American Beverage Company or Ambev, the largest beer producer and distributor in Brazil and also produces soft drinks, including Pepsi-Cola products.

Argentina. The soft drink segment of the Argentine beverage industry is highly competitive. The most important areas of competition are product image, pricing, advertising, ability to produce bottles in popular sizes and distribution capacity. The greatest competitor is Ambev, the Latin American unit of the largest brewery group of the world (Inbev) that produces and commercializes Pepsi-Cola products. As far as B-brands, the most significant are: Talca, Pritty and Interlagos representing over 60% of the volume for B-brands. Pritty S.A., a company established in the city of Córdoba, is dedicated to the production and sale of beverages without alcohol; it commercializes Pritty, Doble Cola, Saldán, Switty, Rafting, Hook and Magna. O.E.S.A., a preceding Pepsi bottler in the province of Mendoza, produces and commercializes soft drinks and soda water under the brand Talca. Embotelladora Comahue, located in Río Negro comercializes the brands Interlagos, Patagonia y Bardas Limay.

Paraguay: The soft drink segment of the Paraguayan beverage industry is highly competitive. The most important areas of competition are product image, pricing, advertising, ability to produce bottles in popular and the amount of returnable bottles held by retailers or by consumers.

The greatest competitor is the local brand “Niko/De La Costa” produced and bottled by Embotelladora Central S.A , which has a 20.7% market share. The segment of economic brands in Paraguay represents 29.6% of the soft drink industry. Pepsi which resumed its operations in Paraguay in November 2011, reached a market share of 10.2% in December 2012, and it is produced and marketed by Group Vierci, a local franchisee.

Based on reports by A.C. Nielsen, we estimate that in 2012, our average soft drink market share within our franchise territories reached 69.5%, 59.1%, and 59.1% for Chile, Brazil, and Argentina, respectively. In the case of Paraguay, our average soft drink market share for October, November and December 2012 published by IPSOS reached 60,1%.

The following table presents the market share of our main competitors in Chile, Brazil and Argentina for the periods indicated:

Market Share

	Year ended December 31,						
	2012				2011		
	Chile	Brazil	Argentina	Paraguay*	Chile	Brazil	Argentina
				(%)			
Coca-Cola soft drinks	69%	59%	59%	60%	69	57	57
ECUSA soft drinks	21	—	—	—	20		
Pepsi-Cola and 7 Up products	4	5	20	9	4	4	21
Pritty products	—	—	7	—	—		8
Antarctica products	—	12	—	—	—	12	
Brahma products	—	1	—	—	—	2	
Other	6	23	14	31	7	25	14

Total	100%	100%	100%	100%	100%	100%	100%

Source: A.C. Nielsen
(*)In the case of Paraguay, the average market share for October, November and December 2012 published by IPSOS

Seasonality

Each of our lines of business is seasonal. Most of our beverage products have their highest sales volumes during the South American summer (October through March), with the exception of nectar products, which have a slightly higher sales volume during the South American winter (April through September).

Raw Materials and Supplies[1]

The principal raw materials used in the production of Coca-Cola soft drinks are concentrate, sweetener, water and carbon dioxide gas. Production also requires glass and plastic bottles, bottle tops and labels. Water used in soft drink production is treated for impurities and adjusted for taste reasons. All raw materials, especially water, are subjected to continuous quality control.

Chile—Raw Materials. We purchase concentrate at prices established by TCCC. We mainly purchase sugar from Industria Azucarera Nacional S.A., IANSA and to Sucden Chile S.A., although we may purchase sugar in the international market when prices are favorable, and have done so on occasion. Chilean sugar prices are subject to a price band established by the Chilean government on an annual basis. We obtain carbon dioxide gas from Linde Gas Chile S.A. and Praxair. Andina's affiliate Envases CMF, produces returnable PET bottles and non-returnable PET pre-forms which are blown at our Renca plant. We purchase glass bottles principally from Cristalerías de Chile S.A. and Cristalerías Toro S.A.I.C. Bottle caps are purchased from Closure Systems International, Alucaps Mexicana S.A. de C.V., Inyecal S.A. and other suppliers.

During 2012, 80% of the variable cost of sales for softdrinks produced by Andina Chile corresponded to main raw materials. The cost of each raw material within the total of main raw materials is the following: concentrate represents 63%; sugar and artificial sweeteners 24%; non-returnable bottles 8%; bottle caps 4% and carbon dioxide 1%. Water does not constitute an important cost as raw material. Additionally, the cost of finished products purchased from third parties ("ECSA") is included within the cost of sales of soft drinks. These costs represent 17% of the total costs of sales of soft drinks and correspond to cans and some PET bottles.

Brazil - Raw Materials. Andina Brazil purchases concentrate in the city of Manaus at prices established by TCCC. Manaus has been designated as a duty-free development zone by the Brazilian government. Andina Brazil purchases sugar from Brazilian suppliers, in particular from Copersucar Ltda. It purchases carbon dioxide gas mainly from Companhia White Martins Gases S.A.. PET pre-forms from Braspla Ltda., and Amcor Ltda. Glass bottles are purchased from Owens-Illinois ; Cans are purchased from Rexam and Latapack Ball; metal bottle caps from Aro S.A.; and Plastic bottle caps are purchased from Closure Systems International and Rexam. Andina Brazil purchases water from the municipality of Rio de Janeiro.

During 2012, 99,3% of the variable cost of sales for softdrinks produced by Andina Brazil corresponded to main raw materials The cost of each raw material within the total of main raw materials is the following: concentrate (including juice used for some flavors) represents 34,0%; sugar and artificial sweeteners 22.6%; non-returnable bottles 21.0%; cans 13.9%, bottle caps 3.2%, carbon dioxide and others 4.6%. Additionally, the cost of soft drinks finished products purchased from third parties is included within the cost of sales of soft drinks. These costs represent 0.7% of the total costs of sales of soft drinks and correspond to some formats of cans, PET and non-returnable glass bottles.

Argentina - Raw Materials. Edasa purchases concentrate at prices established by The Coca-Cola Company. Edasa purchases sugar mainly from Ing. y Refinería San Martín de Tabacal S.A., Cía. Azucarera Concepción S.A., and Atanor S.C.A.; fructose from Productos de Maíz S.A. and Glucovil S.A., and carbon dioxide gas from Praxair S.A. and Air Liquide S.A. Edasa buys non-returnable and returnable PET bottles to

[1] *For detailed information please visit our website www.embotelladoraandina.com*

AEASA and glass bottles from Cattorini Hermanos S.A. and Cristalerías de Chile S.A., the plastic caps from Alusud S.A. and Cristal Pet., and metal caps from Metalgráfica Cearense S.A. and Aro S.A. in Brazil. Regarding water supply for the production of soft drink, Edasa owns water wells and pays a fee to the Dirección Provincial de Aguas Sanitarias. Edasa also buys stretch wrap from Manuli Packaging Argentina, Plastiandino S.A., Sanlufilm S.A., Atiles S.A., IPESA Ind. Plast. S.A. and Rio Chico S.A., and carton from Cartocor S.A. and Papeltécica S.A.

The cost of each raw material as a percentage of the total cost of raw materials is the following: concentrate 52%; sugar and artificial sweeteners 27%; non-returnable bottles 13%; bottle caps 3% and carbon dioxide 1%. The remaining 2% corresponds to packaging. Water does not represent a significant cost as raw material. Additionally, the cost of finished products purchased from third parties is included within the cost of sales of soft drinks. These costs represent 2% of the total costs of sales of soft drinks and correspond to can formats, juices and some bottled water products.

Argentina PET Packaging - Raw Materials. The principal raw material required for production of PET bottles is PET resin; during 2012 this raw material was mainly from DAK Américas de Argentina S.A. and Cabelma S.A. Also, but in a lesser extent, they imported from Nan Ya Plastics Corp., Far Eastern New Century and DAK Americas EE.UU. In 2012, AEASA's costs for PET resin accounted for 61% of the total variable cost of its sales of PET bottles and preforms.

Paraguay - Commodities: Paresa acquires concentrates at prices established by TCCC. Paresa acquires sugar from Azucarera Paraguaya S.A. carbon dioxide gas is obtained from provider Liquid Carbonic (Praxair). Non-returnable pre-forms are mainly supplied by local provider Inpet, from Cristalpet, and from the associate company Andina Empaques de Argentina; the pre-forms are blown in our plant located in San Lorenzo. Glass bottles are bought from Cattorini Hermanos S.A. and Vidriolux. RefPet bottles are purchased from Cristalpet and Andina Empaques de Argentina. Plastic caps are bought from Sinea, and metal caps from Aro S.A. de Brazil. Plastic wrappers are purchased from suppliers Manuli, IPESA, Petropack, Bolsiplast and Anchor Packaging.

The cost of each commodity within the total cost of raw materials is the following: the concentrate (including juice used for some flavors) represents 44%, sugar and artificial sweeteners 32%, pet supplies 15%, bottle caps 3%; carbon dioxide 1% and packing material 2%. Water is not a significant cost as a raw material. Additionally, the cost of finished products purchased from third parties is included in the cost of sales of soft drinks; these costs represent 1% of total cost of sales of soft drinks and consist of cans

Marketing

We and TCCC jointly promote and market Coca-Cola soft drinks in our franchise territories, in accordance with the terms of our respective Bottler Agreements. During 2011, we paid approximately 50% of the advertising and promotional expenses incurred by TCCC in our franchise territories. Nearly all media advertising and promotional materials for Coca-Cola soft drinks are produced and distributed by TCCC . See "Item 4. Information on the Company —Bottler Agreements."

Channel Marketing. In order to provide more dynamic and specialized marketing of our products, our strategy is to divide our market into distribution channels. Our principal channels are small retailers, "on-premise" consumption such as restaurants and bars, supermarkets and third party distributors. Presence in these channels entails a comprehensive and detailed analysis of the purchasing patterns and preferences of various groups of soft drink consumers in each type of location or distribution channel. In response to this analysis, we seek to tailor our product, price, packaging and distribution strategies to meet the particular needs of and exploit the potential of each channel.

We believe that the implementation of our channel marketing strategy also enables us to respond to competitive initiatives with channel-specific responses as opposed to market-wide responses. This focused response capability isolates the effects of competitive pressure in a specific channel, thereby avoiding costlier market-wide responses. Our channel marketing activities are facilitated by our management information systems. We have invested significantly in creating such systems, including providing hand-held computer and data gathering equipment to support the gathering of product, consumer and delivery information required

to implement our channel marketing strategies effectively for most of our sales routes in Chile, Brazil, Argentina and Paraguay. We will continue investing to increase pre-sale coverage in our territories.

Our consolidated total advertising expenditures in 2012 were Ch$38,667 million.

Advertising

We advertise in all major communications media. We focus our advertising efforts on increasing brand recognition by consumers and improving our customer relations. National advertising campaigns are designed and proposed by TCCC 's local affiliates, with our input at the local or regional level.

2. Other Beverages

Chile. In addition to Coca-Cola soft drinks, through Vital Jugos S.A., we produce and sell juices, other fruit flavored beverages, ready-to-drink tea and sports drinks, and through Vital Aguas S.A. we produce and sell mineral water and purified water. Juices are produced and sold under the brands Andina del Valle (juices and fruit nectars), , Kapo (fantasy drink), Aquarius (flavored water), Fuze Tea (ready-to-drink tea), Glaceau Vitamin Water (food for athletes with added vitamins and minerals) and Powerade (isotonic).Waters are produced and sold under the brands Vital (mineral water) in the following versions: with gas, without gas and Soft Gas; Dasani (purified water) in the following versions: with gas, without gas, and soft gas; Benedictino (purified water) in the following versions: with gas and without gas.

Brazil. We distribute beer under the Amstel, Birra Moretti, Dos Equis (XX), Edelweiss, Heineken, Kaiser, Murphys, Sol, Xingu and Bavária labels. We also distribute water under the labels Crystal and Aquarius Fresh and sell and distribute ready-to-drink juices under the labels Del Valle Frut, Del Valle Mais, and Kapo; milk and cocoa-based beverages under the Kapo Chocolate brand, energy drinks under the brand names Burn and Gladiator, isotonics under i9 and Powerade brand names and Chá Leão, Leão Ice Tea, Matte Leão, and Guaraná Leão ready-to-drink teas.

Argentina. We produce and distribute ready-to-drink juices under the Cepita brand name. We also produce and sell water under the brands Kin, Bonaqua (mineral water with and without gas), Aquarius and Quatro Liveana (flavored waters), as well as Powerade in the isotonic segment. With the incorporation of Coca Cola Polar Argentina S.A. we distribute energizers under the trademark Black Fire and beers (among which are: Palermo, Schneider, Heineken, and Budweiser).

Paraguay: We produce and distribute juices ready to be consumed under the trademark Frugos. We also manufacture and sell water under the trademarks Dasani (purified water), Aquarius (flavored water) and isotonic drinks like Powerade. We also manufacture and sell energy drinks in disposable glass bottles under the trademark Burn and we import and distribute Burn cans.

Waters and Juices in Chile

Sales. In 2012, net sales of waters and juices in Chile represented 6.4% of our consolidated net sales. On a consolidated basis, sales of waters and juices in Chile were Ch$74.812 million.

The following table sets forth for the periods indicated, Vital Jugos'and Vital Aguas' net sales and sales by volume of unit cases of waters and juices:

Waters and Juices Sales by Net Sales and Volume[(1)]

	Year-ended December 31,			
	2012		2011	
	In million Ch$ and million UCs			
	Ch$	**UCs**	**Ch$**	**UCs**
Andina Frut an Andina Néctar	37,826	21.4	29,222	17
Kapo	6,636	4.8	6,629	4.6

Powerade	4,384	1.7	2,545	1.0
Fuze Tea	988	0.5	951	0.5
Vitamin Water and Aquarius	162	0.1	388	0.2
Dasani (purified and flavored water)	0	0	450	0.4
Benedictino (purified water)	723	1.1	2,225	4.0
Vital (mineral water)	11,730	17.2	9,342	14.0
Total[(2)]	**62,449**	**46,8**	**51,752**	**41.6**

[(1)]Reflects the sale of Vital Jugos and Vital Aguas to bottlers of The Coca-Cola Company.
[(2)]Includes sales to related companies which are eliminated upon consolidation.

Marketing. Marketing and promotional programs, including television, radio and print advertising, point-of-sale advertising, sales promotions and entertainment are developed by TCCC for all Vital Jugos' and Vital Aguas' products.

Customers and Distribution. Juices and waters throughout Chile are distributed by means of distribution agreements between TCCC and the Coca-Cola bottlers in Chile. In 2012, Andina distributed approximately 70% of the products of Vital Jugos and Vital Aguas, and the other Coca-Cola bottler in Chile distributed the remaining 30%. Each Coca-Cola bottler in Chile distributes the products of Vital Jugos and Vital Aguas in its respective franchise territory. Under Vital Jugos' and Vital Aguas' distribution agreements, each bottler has the exclusive right to distribute waters and juices in its territory.

Our management believes that our distribution arrangements for waters and juices provide an effective means of distributing those products throughout Chile using the extensive distribution system of the Coca-Cola bottlers. We have a good working relationship with the other Coca-Cola bottler that distribute waters and juices. If the other Coca-Cola bottler were to cease distribution, our management believes it could arrange alternative distribution arrangements, but the transition to the new arrangements could involve significant delays in distributing products and would involve additional costs and an initial reduction in sales.

Competition. Vital Aguas' principal competitor regarding water is CCU with the Cachantún brand. Additionally there are low priced brands (B-brands) in the water segment in Chile. Vital Jugos S.A.'s principal competitors regarding juices are, Watt's-CCU, Corpora Tres Montes and three of the leading dairy producers in Chile: Soprole S.A., Nestlé Chile S.A. and Loncoleche S.A., who is also a subsidiary of Watt's S.A. During 2006, the largest Chilean brewery CCU acquires from Watts S.A. a 50% ownership interest of the juice brands in Chile, creating a joint venture for the management of this business area. The Chilean market for fruit-flavored beverages and waters also includes low-cost, lower-quality fruit juice concentrates and artificially flavored powdered beverage mixes. We do not consider these products to compete with our waters and juices business because we believe that these products are of lower quality and value.

Based on reports by A.C. Nielsen, we estimate that in 2012, our market share within our Chilean franchise territories reached 36.7% for the juice segment and 41.7% for waters.

Raw material for Juices. The principal raw materials used by Vital Jugos S.A. in the production of juices and as a percentage of total raw material costs, are sweeteners 13.2%, fruit pulp and juices 13.5%, flavors, aromas and citric acid 17.8%, containers 25.5% and wrapping material 4.7%, all of which during 2012 accounted for 81.1% of total costs for sales of juice, including packaging.

Raw materials for Waters: The principal raw materials used by Vital Aguas S.A. in the production of mineral water and purified unflavored and purified flavored water and as a percentage of total raw material costs are: Non-returnable PET packaging 42.7%, mineral water, flavor, aromas, sweeteners and citric acid 23.6%, packaging material 5.0%, caps 5.8% and carbonation 0.9%, all of which during 2012 accounted for 81.1% of total costs for sales of water, including packaging.

Beer, Juices and Waters in Brazil

Sales. In 2012, net sales of beer, juices, waters, tea based beverages, isotonics and energy drinks in Brazil were Ch$92,480 million, representing 7.9% of our consolidated net sales.

Andina Brazil uses its distribution system to distribute beer in the Brazilian territory. Andina Brazil started distributing beer in the 1980s as a result of the acquisition of Kaiser by a consortium of Coca-Cola bottlers (including Andina Brazil) in Brazil. In March 2002, the Canadian brewing company Molson Inc. acquired Cervejarias Kaiser S.A. ("Kaiser"). In 2006, Femsa acquired from Molson the controlling ownership interest over Kaiser y later in 2010 Heineken acquired the controlling interest of Femsa's beer operation. Andina Brazil buys beer from Heineken at a price determined by Heineken and sells it to its customers with a fixed margin. In the case of certain discount sales that have been approved by Heineken, Heineken shares between 50% and 100% of the cost of such discounts. In 2012, Andina Brazil's net sales of beer were Ch$25,320 million, of which Bavaria brand beer accounted for 44.4%, Heineken for 33.2%, Kaiser for 18.4%, Sol for 2.9%, y Xingú for 0.6%, and all the other brands accounted for 0.5% of net sales.

Competition. In the beer sector, Andina Brazil's main competitor is Ambev that during 2012 had a very dominant position in the Brazilian market.

The Distribution Agreements. TCCC and the Brazilian Association of Coca-Cola Manufacturers entered into an agreement regarding the distribution through the Coca-Cola System of beer produced and imported by Heineken. The agreements were signed May 30, 2003, and are renewable for a period of 20 years.

Andina Brazil is not allowed to produce, bottle, sell or obtain any interest in any bottled or tap beer under any other label or in any bottle or packaging that could be confused with brand beers, except as may be mutually agreed in writing between Andina Brazil and Heineken.

Under the terms of the distribution agreement, Heineken undertakes all responsibility for planning and managing advertising, marketing and promotional activities related to beer. Andina Brazil, however, is free to undertake marketing or promotional activities with Heineken´s prior approval. The parties have agreed to assume joint responsibility for the costs of certain promotional activities (radio or television) and for certain outdoor events which take place in the Rio de Janeiro and Espirito Santo region. Andina Brazil has agreed to devote at least 2.3% of its sales net of taxes of Heineken products to such promotional activities or events.

Andina Brazil is prohibited from assigning, transferring, or otherwise encumbering the Heineken distribution agreement or any interest therein for the benefit of third parties without prior written consent from Heineken may terminate the distribution agreement immediately in the event that Andina Brazil (i) declares bankruptcy, is made a party to bankruptcy proceedings or is placed under judicial administration, (ii) is dissolved or liquidated or its assets are nationalized, expropriated, attached or intervened, (iii) undergoes a change of business or of control, (iv) ceases to be a franchisee of TCCC or (v) causes a material breach of the Heineken distribution agreement. In addition, Heineken may terminate the Heineken distribution agreement one year after delivery of notice that Andina Brazil is not complying with the terms thereof. Andina Brazil may terminate the Heineken distribution agreement in the event of a material breach thereof by Heineken.

3. PET Packaging

Overview and Background

We produce PET bottles in both returnable and non-returnable formats. As a returnable packaging material, PET has advantages compared to glass because it is lightweight, difficult to break, transparent and easily recyclable. On average, returnable PET bottles can be used up to 12 times. Non-returnable PET bottles also are produced in various sizes and are used by a variety of soft drink producers and, in Chile, by producers of edible oil products, wine and personal hygiene products.

In 2012, AEASA was one of the largest manufacturers of PET products in Argentina. In 2012, Andina Brazil purchased its PET preforms mainly from Brasalpla and also from Amcor and Owens-Illinois.

Sales . In 2012, AEASA had net sales of Ch$13.261 million with sales to EDASA amounting to Ch$5,522 million. AEASA also sold PET bottles to third parties accounting for approximately Ch$7,739 million.

Competition. We are suppliers of returnable and non-returnable PET bottles for Coca-Cola bottlers in Argentina and Chile. According to the pre-existing agreements between TCCC and the other Coca-Cola bottlers within South America, we must obtain the consent and assistance of TCCC to expand our sales of returnable PET bottles to said bottlers.

In Chile, we do not have any principal competitors in the non–returnable PET bottles market for oils, wines and personal hygiene. There are a few producers of non-returnable PET bottles in Chile who are significantly smaller than CMF. Plasco S.A., the second Chilean manufacturer of non-returnable PET bottles, does not compete with us because it is the exclusive supplier of PET bottles for ECUSA. (The Chilean Pepsi bottler).

In Argentina, we compete principally with Alpla S.A. and Amcor. AEASA is the supplier of returnable PET bottles to all Coca-Cola bottlers in Argentina.

4. Patents and Licenses

The Company has entered into Bottler Agreements with TCCC by which it has the license to produce and distribute Coca-Cola brand products within its operating franchise territories in Chile, Brazil and Argentina. The Company's operations are highly dependent on maintaining and renewing the Bottler Agreements which provide for the production and distribution of Coca-Cola brand products.

Bottler Agreements

The Bottler Agreements are international standard contracts TCCC enters into with bottlers outside the United States for the sale of concentrates and beverage basis for certain Coca-Cola soft drinks and non-soft drink beverages.

Bottler Agreements are renewable upon request by the bottler and at the sole discretion of TCCC. We cannot assure you that the Bottler Agreements will be renewed upon their expiration, and even if they are renewed.

The Bottler Agreements provide that we will purchase our entire requirement of concentrates and beverage basis for Coca-Cola soft drinks and other Coca-Cola beverages from The Coca-Cola Company and other authorized suppliers. Although under the Bottler Agreements TCCC, in its sole discretion, may set the price of concentrates and beverage basis, among other terms, we set the price of products sold to retailers at our discretion, subject only to certain price restraints.

We are the sole producer of Coca-Cola soft drinks and other Coca-Cola beverages in our franchise territories. Although this right is not exclusive, TCCC has never authorized any other entity to produce or distribute Coca-Cola soft drinks or other Coca-Cola beverages in such territories, although we cannot assure you that in the future it will not do so. In the case of post-mix soft drinks, the Bottler Agreements explicitly establish such non-exclusive rights.

The Bottler Agreements include an acknowledgment by us that TCCC is the sole owner of the trademarks that identify the Coca-Cola soft drinks and other Coca-Cola beverages and of any secret formula used in concentrates.

All distribution must be in authorized containers. TCCC has the right to approve, at its sole discretion, any and all kinds of packages and containers for beverages, including their size, shape and any of their attributes. TCCC has the authority at its sole discretion to redesign or discontinue any package of any of the

Coca-Cola products, subject to certain limitations, so long as Coca-Cola soft drinks and other Coca-Cola beverages are not all discontinued at the same time. We are prohibited from producing or handling any other beverage products, other than those of TCCC or other products or packages that would imitate, infringe or cause confusion with the products, trade dress, containers or trademarks of TCCC, or from acquiring or holding an interest in a party that engages in such activities. The Bottler Agreements also impose restrictions concerning the use of certain trademarks, authorized containers, packaging and labeling of TCCC and prohibit bottlers from distributing Coca-Cola soft drinks or other Coca-Cola beverages outside their designated territories.

The Bottler Agreements require us to maintain adequate production and distribution facilities; inventories of bottles, caps, boxes, cartons and other exterior packaging or materials; to undertake adequate quality control measures prescribed by TCCC; to develop, stimulate, and fully satisfy the demand for Coca-Cola soft drinks and other Coca-Cola beverages and to use all approved means, and spend such funds on advertising and other forms of marketing, as may be reasonably required to meet that objective; and to maintain such sound financial capacity as may be reasonably necessary to assure performance by us and our affiliates of our obligations to TCCC. All Bottler Agreements require us annually to submit our business plans for such franchise territories to TCCC, including without limitation, marketing, management and promotional and advertising plans for the following year.

TCCC has no obligation to contribute to our expenditures derived from advertising and marketing, but it may, at its discretion, contribute to such expenditures and undertake independent advertising and marketing activities, as well as cooperative advertising and sales promotion that would require our cooperation and support. In each of the franchise territories, TCCC has been contributing approximately 50% of advertising and marketing expenses, but no assurances can be given that equivalent contributions will be made in the future.

Each bottler is prohibited from, directly or indirectly, assigning, transferring or pledging its Bottler Agreement, or any interest therein, whether voluntarily, involuntarily or by operation of law, without the consent of TCCC, and each Bottler Agreement is subject to termination by TCCC in the event of default by us. Moreover, the bottler may not undergo a material change of ownership or control without the consent of TCCC.

TCCC may terminate a Bottler Agreement immediately, by written notice to the bottler, in the event that, inter alia, (i) the bottler suspends payments to creditors, declares bankruptcy, is declared bankrupt, is expropriated or nationalized, is liquidated, dissolved, changes its legal structure, or pledges or mortgages its assets; (ii) the bottler does not comply with instructions and standards established by TCCC relating to the production of its authorized soft drink products; (iii) the bottler ceases to be controlled by its controlling shareholders; or (iv) the terms of the Bottler Agreement come to violate applicable law.

Either party to any Bottler Agreement may, with 60 days' notice thereof to the other party, terminate the Bottler Agreement in the event of non-compliance by the other party with the terms thereof so long as the party in non-compliance has not remedied such non-compliance during this period. In addition, if a bottler does not wish to pay the required price for concentrate for any Coca-Cola products, it must notify TCCC within 30 days of receipt of The Coca-Cola Company's new prices. In the case of any Coca-Cola soft drink or other Coca-Cola beverages other than Coca-Cola concentrate, the franchise regarding such product shall be deemed automatically canceled three months after TCCC' s receipt of the bottler's notice of refusal. In the case of Coca-Cola concentrate, the Bottler Agreements shall be deemed terminated three months after TCCC's receipt of the bottler's notice of refusal. TCCC may also terminate the Bottler Agreements if the bottler or any individual or legal entity that controls, owns a majority share in or directly or indirectly influences the management of the bottler, engages in the production of any non-Coca-Cola beverage, whether through direct ownership of such operations or through control or administration thereof, provided that, upon request, the bottler shall be given six months to remedy such situation.

Chile Bottler Agreements: (i) the Bottler Agreement entered into between Andina and TCCC celebrated on January 1, 2008 for a 5-year term until December 31, 2012; (ii) on December 22, 2005, Vital

S.A. and The Coca-Cola Company entered into a Juice Bottler Agreement by which The Coca-Cola Company authorized Vital S.A. to produce, prepare and bottle in packaging previously approved by TCCC the following brands: Andina Frut Andina Nectar, Kapo, Nestea, Fruitopia and Powerade. The Agreement will expire on December 31, 2015, and sets forth that Andina, and the other two Chilean Coca-Cola bottlers, Embonor and Polar, have the right to purchase products from Vital S.A. as well as produce, package, and sell these products at their respective production facilities; (iii) on December 22, 2005, Vital Aguas S.A. and TCCC entered into a Water Manufacturing and Packaging Agreement for the preparation and packaging of beverages that will be in effect until December 31, 2015, regarding the brands Vital, Chanqueahue, Vital de Chanqueahue, Benedictino, Dasani and Aquarius.

Brazil–Bottler Agreement: the Bottler Agreement between Andina Brazil and TCCC will expire on October 4, 2013.

Argentina –Bottler Agreement: (i) the Bottler Agreement, between Edasa and TCCC expired in February of 2012, and was renewed for another 5 years; and (ii) with respect to the Argentine territory the Juice and Water Bottler Agreement is currently being negotiated.

PET Agreements

On June 29, 2001, we and Cristalerías de Chile S.A. signed a series of contracts forming a joint venture for the development of a PET production facility in Chile through the formation of Envases CMF S.A. We contributed the assets necessary to further the development of the joint venture. Our subsidiary Andina Inversiones Societarias S.A. holds a 50% stake in the joint venture while Cristalerías de Chile S.A. retains the other 50% interest. On January 27, 2012, Coca-Cola Embonor through its subsidiary, Embonor Empaques S.A. acquired Cristalerías de Chile's stake equivalente to a 50% ownership interest in Envases CMF.

5. Regulation

General

We are subject to the full range of government regulations generally applicable to companies engaged in business in our franchise territories, including but not limited to labor, social security, public health, consumer protection, environmental, sanitation, employee safety, securities and anti-trust laws. Currently, no material legal or administrative proceedings are pending against us with respect to any regulatory matter in any of our franchise territories except those listed as such in "Item 8. Financial Information—Legal Proceedings." We believe, to the best of our knowledge that we are in compliance in all material respects with applicable statutory and administrative regulations relating to our business in each of our franchise territories.

Chile. There are no special licenses or permits required to manufacture and distribute soft drinks and juices in the Chilean territory. Food and beverage producers in Chile, however, must obtain authorization from (and their activities are subject to supervision by) the Chilean Environmental Protection Services (*Servicio Sanitario Metropolitano del Ambiente*), which inspects production facilities and takes liquid samples for analysis on a regular basis. Our permit from the Chilean Environmental Protection Authority was obtained on January 8, 1992 and is in effect indefinitely. In addition, production and distribution of mineral water is subject to special regulations such that mineral water may be drawn only from sources designated for such purpose by presidential decree. Certification of compliance with such decree is provided by the National Health Service, the Undersecretary's Office of the Ministry of Health (*Servicio de Salud Metropolitano del Ambiente*). Our mineral water production facilities have received the required certification.

Brazil. Labor laws, in addition to mandating employee benefits, include regulations to ensure sanitary and safe working conditions in our production facilities located in Brazil. Food and beverage producers in Brazil must register their products with and receive a ten-year permit from the Ministry of Agriculture and Provisioning and the Ministry of Health, which oversees diet products. Our permits from said Ministries are valid and in force for a term of ten years for each product we produce. Although we cannot assure you that they will be renewed, we have not experienced any material difficulties in renewing our permits in the past

nor do we expect to experience any difficulties in the future. The Ministries do not regularly inspect facilities but they do send inspectors to investigate any complaints it receives.

Argentina. While most laws applicable to Edasa are enforced at the federal level, some, such as sanitary and environmental regulations, are primarily enforced by provincial and municipal governments. There are no licenses or permits required for the manufacture or distribution of soft drinks in the Argentine territory. However, our production facilities are subject to registration with federal and provincial authorities and to supervision by municipal health agencies, which certify compliance with applicable laws.

Environmental Matters

It is our policy to conduct environmentally sound operations on a basis consistent with applicable laws and with criteria established by TCCC. Although regulation of matters relating to the protection of the environment is not as well-developed in the franchise territories as in the United States and other industrialized countries, we expect that additional laws and regulations may be enacted in the future with respect to environmental matters that may impose additional restrictions on us which could materially or adversely affect our results of operations in the future. There are no material legal or administrative proceedings pending against us in any of the franchise territories with respect to environmental matters, and we believe that, to the best of our knowledge, we are in compliance in all material respects with all environmental regulations applicable to us.

Chile. The Chilean government has several regulations governing environmental matters relating to our operations, whereby, starting from the Constitution, the right of property is established, providing that restrictions to such right may be set by law, among which is the conservation of the environment.

For instance, Law 3,133 regulated discharge of residual industrial waste, and the Sanitary Code contains provisions relating to liquid and solid waste disposal, basic environmental conditions in the workplace, and the protection of water for human consumption. Supreme Decree No. 594, ensues from the Sanitary Code, which governs some matters related to solid and liquid wastes, among which stands out the prohibition to discharge hazardous substances into the public system or groundwater.

Law 19,300, passed in March 1994, addresses general environmental concerns that may be applicable to our activities and which, if applicable, would require us to hire independent experts to conduct environmental impact studies or declarations of any future projects or activities that could be impacted by the regulations of Law 19,300. This Law creates the National Commission on the Environment, which is supported by regional commissions to supervise environmental impact studies and declarations for all new projects, to enforce the regulations of Law 19,300 and to grant discretionary power to regulators. In January 2010 the law suffered an organic amendment with the enactment publication of Law 20,417, which created a new environmental institution, contemplating the creation of the Ministry of Environment, Environmental Assessment Services, the Superintendence of Environmental Protection and the Environmental Courts (3), which became effective on December 2012. In Particular, the Environmental Court in the Metropolitan Region shall begin functioning during the first half of 2013.

The first Environmental Court to start operating in other regions is the Court in Antofagasta and Coquimbo, and shall begin its in June 2013.

1. Waste Waters

   1.1 Generals: In 1993, the Chilean government published regulations that updated the provisions of Law 3,133, which was finally repealed in 2002 by Law 19,821, which also reaffirmed the control of the Superintendence of Sanitary Services over industrial liquid waste These regulations place limits on the disposal of harmful substances which may be hazardous to water used in irrigation or water for consumption by people or animals without prior authorization from the Ministry of Public Works and a favorable determination from the Superintendence of Sanitary Services. The regulations also mandate

governmental approval of any systems to treat or discharge liquid industrial waste (regulated by Supreme Decree 90 for discharges to open courses and by Supreme Decree 609 for discharges to sewage collectors, amended during 2000 by Supreme Decree 3592).

1.2 Santiago Plant: In 1996, we installed a liquid industrial waste treatment plant to comply with the Chilean liquid waste emissions standards, in effect since 1998. As of May of 2006, the first stages of liquid industrial waste treatment are done at our facilities and then it is completed at La Farfana. Currently there is an outsourcing agreement with the company Ecoriles for the treatment of liquid industrial waste.

1.3 Coquimbo Plant: The construction of the liquid industrial waste treatment plant-which is the Coquimbo Plant- was approved by Resolution Nº 042, dated April 9, 1999, issued by the CONAMA of the IV Region of Coquimbo. On December 1, 2004, an agreement was executed with the local sanitary company (Aguas del Valle S.A.) for the direct discharge of liquid waste into the sewage system. This agreement remains in full force and effect in case there are any complications with the operation of the waste water (riles) treatment plant. On December 28, 2005, through SISS EX Resolution No. 3854, the monitoring program of the Quality of the Effluent generated by our Riles treatment plant. Therefore, DS 609 that Establishes the Emission Standard for regulation of contaminants associated with industrial liquid waste discharges to sewage systems –started being fulfilled. On November 20, 2012, SISS EX Resolution No. 3854/2005, was amended by Resolution Ex. No. 5089. This involved the modification of the parameters for the monitoring of the treatment plant, specifically the extension of the pH operating range (5.5-9.0). The water obtained/used for the preparation of our products is obtained from the well built within our premises, thus the company is complying Res No. 425/2008 that sets a new text for the Resolution that establishes the standards of exploration and exploitation ground waters.

1.4 Punta Arenas Plant: Since 2005, it has its own effluent waters secondary treatment system, securing the compliance with the DS 609, with its own Environmental Qualification Resolution. This operation is carried out by specialist staff within the plant.

2. Solid Waste:

2.2 General: On the other hand, the management and disposal of the generated solid waste must be operated having operational and sanitary disposal authorizations. Both [authorizations] are granted by the Health SEREMI as set forth in Resolution No. 5081 (Non-hazardous residues) and in DS N° 148. Sanitary Regulations for Hazardous Waste Management.

The next challenge is the bill on *the* Extended Producer's Responsibility (REP or EPR) that is currently being considered, which returns the responsibility of managing the waste to the companies that manufacture such products that transform into waste.

Extended Producer Responsibility requires that the companies that manufacture and /or sell products or containers become financially or physically responsible for such products after their lifespan expires, that is, the responsibility of the producers to arrange, using sustainable processes, the collection, recycling and disposal of waste generated at the end of its life span.

2.3 Santiago Plant: According to the arrangements that had been made in the Carlos Valdovinos Plant, as from August 2011 the Renca plant has a Solid Waste Management Center where the waste generated in the operation is temporarily stored in order to be sold (Non-hazardous waste) with the purpose of being recycled and destruct those that are hazardous.

Coquimbo Plant: In 2008, the Health SEREMI of the Region of Coquimbo, authorized through Exempt Resolution No. 2181, the *SITIO DE ALMACENAMIENTO DE RESIDUOS PELIGROSOS* ("HAZARDOUS WASTE STORAGE SITE) (September 2, 2008). Since August 2012, our plant has a Management Center of Non-hazardous Solid Waste where the waste generated in the operation (recyclable and non-recyclable) is temporarily stored, and has different destinations: 1. returned to its

vendor (to CMF); 2. sold (Non-hazardous recyclable waste) 3. sent to a Sanitary Landfill (waste similar to household).
Additionally, the muds generated in our effluent treatment plant are considered solid waste. Their disposal is authorized by Resolution Exempt No. 3854 dated December 28, 2005 issued by the Superintendency of Sanitary Services (SISS). Their definitive disposition is performed at the Panul – Coquimbo Landfill that is administered by Tasui Services S.A.

2.4 Punta Arenas Plant: The Punta Arenas Plant has a waste collection center that has all its health authorizations:

- Sanitary Authorization for the operation of a warehouse for the temporary storage of hazardous waste generated by the industry itself, as requested by DS 148.
- Sanitary authorization for the accumulation of liquid and solid industrial non-hazardous waste within the facility, as set forth in DS 594

3. Air pollution:

3.2 General: Emissions are regulated by several regulatory bodies, standing out, among others, the declaration of the metropolitan Region as a zone saturated of some contaminants, the obligation to compensate for emissions, the Air Pollution Prevention and Decontamination Plan for the Metropolitan Region, emission standards of particulate material and gases for stationary and group sources, the mandatory obligation to declare emissions of substances that deplete the ozone layer. Atmospheric emissions are regulated by several regulatory bodies:

- D.S. No. 4/1994 - *Establece Norma de Emisión de Contaminantes Aplicables a los Vehículos motorizados y fija los procedimientos para su control* (Establishes Pollutant Standard Applicable to motor vehicles and sets procedures for its control).
- D.S. 211/1991- *Norma sobre Emisiones de Vehículos motorizados livianos* (Emissions standard for light motor vehicles)
- D.S. 54/1994 - *Establece Norma de Emisión aplicables a Vehículos motorizados mediano que Indica* (Establishes Emission Standard applicable to the medium motor vehicles that it indicates)
- D.S. 149/2007 - *Regula las Concentraciones de Contaminantes como el NO, CO y HC* (Regulates the concentrations of pollutants such as NO, CO and HC).
- D.S. 144/1961 - *Establece normas para evitar emanaciones o contaminantes atmosféricos de cualquier naturaleza* (Establishes standards to prevent atmospheric emissions or pollutants of any kind).
- D.S. 138/2005 - *Establece Obligación de Declarar las Emisiones de Fuentes Fijas* (Establishes the obligation to report emissions from stationary sources)
- D.S. 48/1984 - *Reglamento de Calderas y Generadores de Vapor* (Regulation of boilers and steam generators).
- The D.S. 686- *Norma de Emisión para la Regulación de la Contaminación Lumínica"* (Emission Standard for Control of Light Pollution) adopted on August 2, 1999. It was created considering that the heavens of Regions II, III and IV of our country is a valuable environmental and cultural heritage to develop the astronomical observation activity.
- The D.S. No. 146 - *Establece los niveles de ruido máximo que puede emitir una fuente fija y que afecte al entorno donde se encuentra ubicado esta fuente* (Establishes the maximum levels of noise that emit a fixed source and affecting the environment where such source is located).
- In the case of Punta Arenas plant it complies with D.S. No. 48 – that requesting the registration of the boiler before the Health Ministerial Regional Secretariat. Regarding air emissions, it [plant] declares that is complies with what D.S. 138 provides. This boiler is not controlled, since it operates with natural gas which makes this operation organic since it is the fuel that least contaminates.

There can be no assurance that future legislative regulatory developments will not impose further restrictions that would be material to our operations in Chile. We believe that, to the best of our knowledge we are in compliance with all material aspects of the Chilean environmental regulations.

4. Certifications

4.2 Santiago Plant: In 2006 TCCC issued its audit regarding Certifications of Quality, Security and Environment Systems known as PHASE 3, and we have become the first production facility in Chile to receive this certification with the maximum qualifications.. These certifications were revalidated according to the new KORE (Coca-Cola Requirements) dispositions beginning August 2010.
During 2005, our production facility in Chile , became the first plant in Latin America to achieve the four Quality System Certifications, Food Safety and Quality Management System (HACCP-Hazard Analysis and Critical Control Point), Environment (ISO 14001:2004), Security and Occupational Health (OHSAS 18001:1999) and Quality (ISO 9001:2000). Also in 2005 it achieves the National Award for Quality from Chilecalidad. In September of 2007 and 2010 these certifications were extended for another 3 years. Additionally during December 2010 we achieved certification for Food Safety Management (ISO 2200).
During 2011, with the new Renca Bottling facility beginning operations, the geographical spread of our integrated management system was expanded, in a first stage, certifying, the Quality Management System (ISO 9000) and Food Safety (ISO 22000). In March 2012 we obtrained the respective certifications for Environment (ISO 14001) and Security and Occupational Health (ISO 18001) . For 2013, the Food Safety Management System will be certified under the FSSC 22000 (Food Safety System Certification) standard which is fully recognized and accepted by the Global Food Safety Initiative (GFSI) and the European Cooperation for Accreditation (EA).
The distribution centers also count with the following certifications: Food Safety and Quality Management System (HACCP) since 2007 and Security and Occupational Health (OHSAS 18001:2008) since June 2009, both valid for a period of 3 years. As part of the logistics management, distribution centers were audited during the first half of 2011 and 2012, maintaining the aforementioned systems certifications.
In 2003, the production facilities of Rengo and Vital were certified under the *Codex Alimentarius* and the Chilean regulation 2861:2004 for their production processes. These certifications were renewed in 2009. As of December 31, 2012 these production facilities held the following certifications: (i) Food Safety and Quality Management (HACCP); (ii) Quality Management (ISO 9001); (iii) Environment Management (ISO 14001); (iv) Security and Occupational Health (ISO 18000); and (v) Food Safety Management under ISO 22000 regulations and Best Practices of Food Manufacturing under PAS 220.

4.3 Coquimbo Plant: The plant has the following certifications:

- In June 2003, HACCP Codex Alimentarius.
- In July 2006, Occupational Health and Safety (OHSAS 18001:2000)
- In November 2008, Environmental Certification (ISO 14001:2004) and Quality Certification (ISO 9001:2008).
- In January 2011 Food Safety System Certification (ISO 22000/2005), and PAS 220/2008. In November 2011, the latter were recertified for 3 additional years within the abovementioned systems. (ISO 9001 - ISO 14001 - OHSAS 18001).
- In 2009 and 2012 the plant meets the Coca-Cola Company standards, certifying the KORE Environmental Requirements and Safety and Occupational Health

4.4 Punta Arenas Plant: Punta Arenas Plant 2003 certified its Quality, Environmental and Security system denominated "Evolution". The system is required by TCCC. In 2010, the change from Evolution to KORE- the current TCCC system- was certified. In 2003 the Punta Arenas Plant was certified under ISO 9001 and HACCP. Later, in August 2006 it obtained the OHSAS 18001 certification, and in November 2008 ISO14001 and ISO22000, in addition to PAS 220 in January 2011. In December 2012 the Food Safety Certification was changed by SSC 22000, now being worldwide recognized and certifiable. The Integrated Management System is monitored annually and is recertified every three years, which ensuring the maintenance and continuous improvement of the system.

Brazil. Our Brazilian operations are subject to several environmental laws, none of which currently impose substantial restrictions on us. The Brazilian Constitution establishes the broad guidelines for the new treatment of environmental concerns, dedicating an entire chapter (Chapter VI, Article 225) to the protection of the environment, along with several other articles related to the environmental law and urban law. Environmental issues are regulated at the federal, state and municipal levels. The Brazilian Constitution empowers the public authorities to develop regulations designed to preserve and restore the environment and to control industrial processes that affect human life. Violations of these regulations are subject to criminal, civil and administrative penalties.

In addition, Law No. 6,938 of 1981, known as the Brazilian Environmental Policy, introduced an entirely different environmental regime by which no environmental damage is exempt from coverage. The legislation is based on the idea that even a polluting waste tolerated under the established standards could cause environmental damage, and therefore subjects the party causing such damage to payment of an indemnity. Moreover, as mentioned above, activities damaging to the environment lead to criminal and administrative penalties, provided for in Law 9,605 of 1998 or the Environmental Crimes Act.

Numerous governmental bodies have jurisdiction over environmental matters. At the federal level, the *Ministério do Meio Ambiente* (Brazilian Ministry of Environment) and the *Conselho Nacional do Meio-Ambiente* or CONAMA dictate environmental policy, including, without limitation, initiating environmental improvement projects, establishing a system of fines and administrative penalties and reaching agreements on environmental matters with offending industries. The *Instituto Brasileiro do Meio Ambiente e dos Recursos Naturais Renováveis* or IBAMA enforces environmental regulations set by CONAMA. In addition, various federal authorities have jurisdiction over specific industrial sectors, but none of these currently affect us. Finally, various state and local authorities regulate environmental matters in the Brazilian territory including the *Fundação Estadual de Engenharia do Meio-Ambiente* or FEEMA, the principal environmental authority in Rio de Janeiro and the *Instituto Estadual de Medio Ambiente e Recursos Hídricos* or IEMA, the principal environmental authority in Espírito Santo. FEEMA and IEMA periodically inspect industrial sites and test liquid waste for contamination. We believe to the best of our knowledge that we are in compliance in all material respects with the standards established by all the governmental authorities applicable to our operations in Brazil. We cannot assure you, however, that additional regulations will not be enacted in the future, and that such restrictions would not have a material adverse effect on our results or operations. The operation in Brazil as that of Chile counts with all certifications mentioned in terms of Quality, Environment and Occupational Health and Safety and those associated with Food Safety and Best Practices in Food Processing.

Argentina. The Argentine Constitution, as amended in 1994, allows any individual who believes a third party may be damaging the environment to initiate an action against it. No such action has ever been instituted against us, but we cannot assure you that an action will not be brought in the future. Though provincial governments have primary regulatory authority over environmental matters, municipal and federal authorities are also competent to enact decrees and laws on environmental issues. Thus, municipalities are competent on local environmental matters, such as waste management, while the federal government regulates inter-province environmental issues, such as transport of hazardous waste or environmental matters covered by international treaties.

In 2002, the National Congress approved federal Law No. 25,612, *Gestión Integral de Residuos Industriales y de Actividades de Servicios* (Integral Management of Industrial Residues and Service Activities) and Law No. 25,675, *Ley General del Ambiente* (General Environmental Law) establishing minimum guidelines for the protection of the sustainable environmental management and the protection of biodiversity, applicable throughout Argentina. The law establishes the purposes, principles and instruments of the national environmental policy, the concept of "minimum guidelines," the judicial competence and the rules governing environmental education and information, citizens' participation and self-management, among other provisions.

Provincial governments within the Argentine territory have enacted laws establishing a framework for the preservation of the environment. Provincial laws that are applicable to industrial facilities at EDASA,

among others are Law No. 7,343 of the Province of Córdoba, and Law No. 11,459 of the Province of Buenos Aires. These laws contain principles on environmental policy and management, as well as rules on environmental impact assessment. They also give certain agencies competence in environmental issues.

Almost all provinces as well as many municipalities have established rules regarding the use of water, the sewage system and the disposal of liquids into underground flows of water or rivers. There are currently no claims pending against us on this matter. The violation of these rules usually results in fines.

During October of 2009, the National Award for Quality Foundation that promotes excellence in the development of processes and products in that country, granted us the 2009 National Award for Quality, which was handed by the president of Argentina, Cristina Fernandez de Kirchner.

In the operation in Argentina we maintain all certifications mentioned for Chile in addition to the Excellence Level Award of TCCC achieved in December 2010 by EDASA, due to the constant importance given to the excellence in the development of processes, products and activities.

Another international recognition was the obtaining achieving the Iberoamerican Quality Award for Plants from FUNDIBEQ, organization attached to the Ibero-American Summit of Heads of State and Government of the Iberoamerican Secretary General's office (SEGIB).

In 2011 EDASA was recognized by the Ministry of Industry, Trade and Labor of the province of Córdoba, with the "Award for Eco efficiency", for its efforts in reducing the carbon footprint in its operations during 2010. Another important award during of 2011 has been the "Live Positively" Cup awarded by the Latin America South Division of TCCC, who governed by the concept of sustainable development in our "social license" to operate, conducted a Ranking of bottlers according to performance in sustainability based on 5 pillars: Work environment; Water; Energy; Sustainable packaging; Wellness and Community.

In 2012 the *Ministerio de Industria, Comercio y Trabajo* (Department of Industry, Commerce and Labor) of the Province of Córdoba, recognized EDASA with the "*Quality Award*" for the implementation of its Integrated Sustainability System, aligning the management processes of international standards (ISO9001, ISO14001, ISO22000, PAS 220 and OHSAS18001) with six strategic areas: Products and Services, Business Partners, Environment, Profitability, People and Community; which has led the company to achieve sustained results over time and be recognized internationally for its level of excellence.

Paraguay: The environmental framework comprises several national and local environmental regulations. The Paraguayan Constitution of 1992 states that everyone has the right to live in a healthy and ecologically balanced environment and has the obligation to preserve it. All damage caused to the environment will carry the obligation to repair and compensate.

Considered the "*Mother of Environmental Law*" in the country, Law 1561/00 chartered the three primary environmental agencies in Paraguay. These are: the *Secretaría del Ambiente* (SEAM or the Environmental Department), *Consejo Nacional del Ambiente* (CONAM or the National Environmetal Counsel), y el Sistema Nacional del Ambiente (SISNAM or National Environmental System). The Law establishes the authorities and responsibilities of the agencies to develop and oversee the national environmental policy.

Of the three, the SEAM is the main environmental institution responsible for the development and implementation of national environmental laws. The SEAM is the main authority responsible for implementing most of the national environmental standards and the main agency responsible for monitoring their compliance. The CONAM is responsible for investigating and establishing the main goals in the environmental policies, which the SEAM must then implement. The SISNAM in turn, is integrated by several bodies -including governmental and municipal agencies and private sector stakeholders- all interested in solving environmental issues. The SISNAM provides a discussion forum for the public and private sectors to work together collectively, developing ideas and plans to promote a sustainable development.
Law 1561/00 also provides that all actions of the SEAM must, ultimately, meet the mandates established in Articles 7 and 8 of the Constitution.

According to Law 1561/00, Law 294/93 on Environmental Impact Assessment and other relevant regulations, landowners and others who intend to exploit the land for industrial, agricultural or other purposes, are prevented from deforesting native forests, convert non-forested areas located in forested lands for commercial purposes, or in general, exploit the land for industrial or agricultural purposes without preparation, appraisal and approval of an environmental impact study and the previous authorization granted as a permit issued by the SEAM.

Environmental Impact: Law 294/93 states that the above mentioned activities will be subject to an environmental impact assessment procedure and certain requirements applicable to such evaluation. Additionally, the Law sets out the rights and obligations that shall be triggered by any damage caused to the environment and mainly provides the obligation to restore the environment to its previous state or instead, if that is technically impossible, the corresponding payment or compensation. In accordance with Law 294/93, agricultural activities require and environmental impact assessment.

Illegal disposal of waste: The treatment, storage, disposal or removal of waste outside of the institutions designated to that effect, deviating from the applicable established laws and administrative regulations shall be punished with imprisonment of up to 5 years and/or a fine.
The Criminal Code defines waste including hazardous substances that can cause disease or infection, flammable or explosive substances that can pollute water and soil.

Hazardous industrial waste: Law 42/90 prohibits the importation or facilitation of the receipt, storage, use or distribution of products classified as hazardous or as industrial waste. Breaches to the law will be considered a crime against the human and the environmental health; and may be punishable with imprisonment of between 2 to 10 years. Public officials that breach this law may be removed from their positions and subsequently disqualified to hold public or commercial positions. Through Law 567/95, Paraguay ratified the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.

Water Resources Act of Paraguay: Law 3239/07 on water resources establishes the sustainable management of all waters (superficial, ground, atmospheric) and the territories that generate such waters, regardless of their location, physical condition or natural occurrence within the Paraguayan territory, in order to make it socially, economically and environmentally sustainable for the people living in the territory of Paraguay. The supervising agency is the SEAM. Superficial and ground waters are property of the State's public domain. The Law establishes the following order of priority for the use of water: i) Fulfillment of the needs of aquatic ecosystems; ii) Social use within the home environment; iii) Use and enjoyment for agricultural activities, including aquaculture; iv) use and utilization for power generation; v) Use and enjoyment for other industrial activities; vi) Use and enjoyment for other activities. The use of water for productive purposes is subject to the authorization granted by the State through a permit (for the use of small amounts of water) or through concessions (prior public bidding process), in both cases after the payment of applicable rights. Authorizations may be revoked based on the occurrence of the causes [situations] contemplated in the law. Concessions may be expropriated for public benefit, or be terminated in certain situations established by the Law. In addition, a National Registry of Water Resources has been created to keep record of all individuals or legal entities that utilize water resources or engage in activities related to them.

The SEAM, which is responsible for the fulfillment of laws on water resources, can apply sanctions, including: warnings, temporary or permanent suspension of authorizations or concessions, confiscations and/or fines. These penalties are applicable regardless of other civil or criminal sanctions or of the revocation of the environmental authorizations granted by SEAM.

Superficial and ground waters are property of the State public domain. All citizens of the Republic of Paraguay are holders of the right to use and enjoy water resources, not foreign States or their representatives. The use and enjoyment of superficial and ground water resources for human consumption are a priority. Other uses and enjoyments shall follow the order of priority established by law. The use and enjoyment for industrial activities is fifth in priority, having preeminence the social use within the home environment, fulfillment of the needs of aquatic ecosystems; the generation of energy and agricultural activities.

The use of water resources and their flows, except the direct personal or family use, may only be granted by a permit or concession.

Any work or activity related to the use of water resources must previously undergo the procedure of Environmental Impact Assessment. The issuance of a certificate by the SEAM regarding the water availability, in the quality and quantity required by the activity and in the area of the project site, is a pre-requisite for obtaining a positive Environmental Impact Statement.

Law 3239/07 controls most, but not all, types authorizations for the use of water. For example, Law 1614-1600 specifically regulates the public water supply service and sewage.

Authorizations for the use of water resources grant the holder a public precarious right to use water, but not the domain or other property right over it. This permit is revocable and may be granted through several authorizations: for use of small amounts of water, temporary uses and authorizations for the discharge of effluents.

Authorizations are granted through a Resolution and are personal and not transferable. The duration of the permit will be determined by taking into consideration the nature of the investment, the impact on water resource utilized and the social utility of the business venture.

On the other hand the right to use water resources may be granted for all such uses that do not need to be authorized by a permit. These authorizations will be granted through a contract, prior public bidding process, for a determined period of time.

Concessions for the use of water resources for commercial export purposes in whatever forms, shall be authorized by law. The holder of the concession acquires a subjective/personal public right to use water, but not the domain or any other property right over it. Concessions may be assigned to third parties prior approval by a Decree issued by Executive Branch in the form established in the regulations of this Law; and in accordance with the terms and conditions provided for in the corresponding concession contract.

Crimes againts the environment: Law 716/96 establishes the sanctions applicable to crimes against the environment. The breach of environmental laws and regulations is punishable with criminal, civil and administrative sanctions, including mitigation measures and the compensation of damages that may result from breaches to the environmental law and its regulations.
Any person (including directors, officers and managers of legal entities) who commits a crime against the environment and the quality of human life, such as: discharging gases or pollutant industrial waste into the atmosphere, the discharge of effluents and untreated industrial waste, cutting or burning forests or vegetation which seriously harm the ecosystem, among others; shall be punished by imprisonment and/or fines, sanctions that are graduated in each particular case according to the aggravating factors.

As for administrative sanctions, they may vary -from notices and fines to the complete or partial suspension of activities, a and they even may involve the revocation or cancellation of tax benefits, cancellation or termination of bank credit lines and the restriction to executing contracts with public entities.

Coca-Cola Paresa Paraguay fulfills all regulations established by governmental authorities applicable to our operations in Paraguay. However, it is not possible to guarantee that other rules may be passed in the future that might contain potential restrictions and that such restrictions would not have a material effect on our results or operations.

This operation has external certifications for the Management System such as: Quality Management ISO 9001-2008, Environmental Management ISO 14001-2004, Occupational and Safety Health Management OHSAS 18001-2007, Food Safety ISO 22005-2005 and PAS 220-2008.

C. Organizational Structure

The following table presents information relating to the main activity of our subsidiaries and our direct and indirect ownership interest in them as of the date of preparation of this document:

Subsidiary	Activity	Country of Incorporation	Percentage Ownership
Embotelladora Andina Chile S.A. [1]	Manufacture, bottle, distribute, and commercialize non-alcoholic beverages.	Chile	99.99
Vital Jugos S.A. [4 and 5]	Manufacture, distribute, and commercialize all kinds of food products, juices, and beverages.	Chile	65.00
Vital Aguas S.A. [4 and 5]	Manufacture, distribute, and commercialize all kinds of waters and beverages in general.	Chile	66.50
Servicios Multivending Ltda.	Commercialize products through equipment and vending machines.	Chile	99.99
Transportes Andina Refrescos Ltda.	Provide administration services and management of domestic and foreign ground transportation.	Chile	99.99
Transporte Polar S.A. [6]	Provide administration services and management of domestic and foreign ground transportation.	Chile	99.99
Envases CMF S.A.	Manufacture, acquire and commercialize all types of containers and packaging; and provide bottling services.	Chile	50.00
Envases Central S.A. [4]	Manufacture and packaging of all kinds of beverages, and commercialize all kinds of packaging.	Chile	49.91
Andina Bottling Investments S.A.	Manufacture, bottle and commercialize beverages and food in general. Invest in other companies.	Chile	99.99
Andina Bottling Investments Dos S.A.	Carryout exclusively foreign permanent investments or lease all kinds of real estate.	Chile	99.99
Inversiones Los Andes Ltda. [6]	Invest in all types of real property and chattels	Chile	99.99
Andina Inversiones Societarias S.A.	Invest in all types of companies and commercialize food products in general.	Chile	99.99

[1] At the Extraordinary Shareholders' Meeting held November 22, 2011, the shareholders of Embotelladora Andina Chile S.A. agreed to increase the capital of the latter from Ch$10,000,000 -divided into 10,000 shares- to Ch$4,778,206,076 -divided into 4,778,206 shares-. It was agreed that the capital increase was to be subscribed and paid by the shareholder Embotelladora Andina S.A. through the contribution of movable goods and real estate property, which are identified in the minutes of the Shareholders' Meeting. The Shareholders' Meeting was reduced to public document on November 28, 2011, granted by the notary public of Santiago, Cosme Gomila.

[2] At the Extraordinary General Shareholders' Meeting held November 1st 2011, Embotelladora del Atlántico S.A. decided to divide part of its equity to form a new company, Andina Empaques Argentina S.A., for the purpose of developing the design, manufacture and sale of all kinds of plastic products or products derived from the industry for plastics, primarily in the packaging division. Accounting and tax effects will begin on January 1st 2012.

[3] In October 2012, 40% of the Brazilian company Sociedad Brasilera Sorocaba Refrescos S.A. was acquired for a total price of 146. 9 million Brazilian Reais.

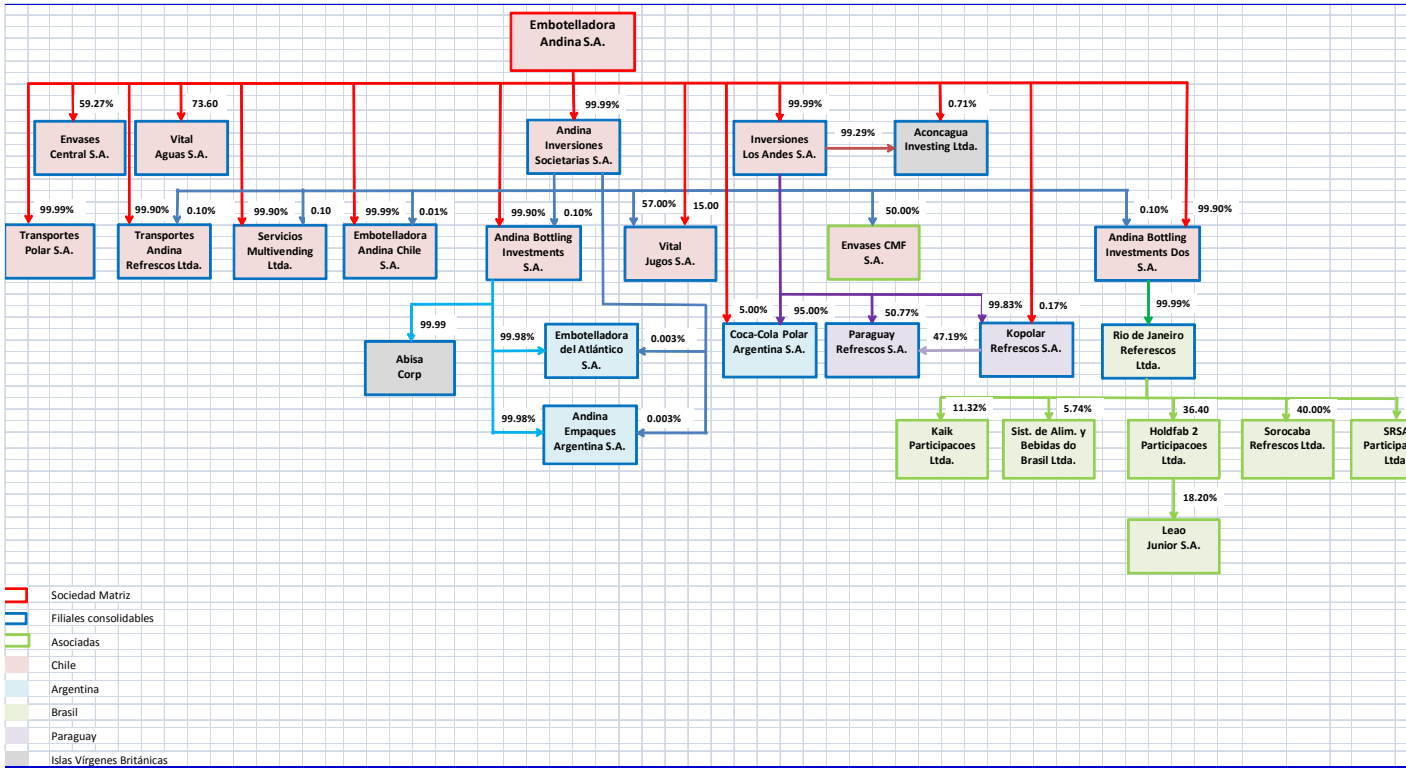
[4] Vital Aguas S.A., Vital Jugos S.A. and Envases Central S.A., modified their percentage interests, due to the merger with Embotelladoras Coca Cola Polar in 2012.

[5] During 2012 a capital increase was made for M$6,960,000, of which, Embotelladora Andina S.A. paid the M$2,380,320 according to its percentage of interests.

[6] Companies incorporated during 2012, due to the merger with Embotelladoras Coca Cola Polar S.A.

Subsidiary	Activity	Country of Incorporation	Percentage Ownership
Rio de Janeiro Refrescos Ltda.	Manufacture and commercialize beverages in general, powdered juices and other related semi-processed products.	Brazil	99.99
Holdfab 2 Participações Ltda.	Manufacture, bottle and commercialize beverages and food in general, and beverage concentrate. Invest in other companies	Brazil	36.40
Sistema de Alimentos e Bebidas do Brasil Ltda..	Manufacture, bottle and commercialize beverages and food in general. Invest in other companies.	Brazil	5.74
Leao Junior S.A.	Manufacture, bottle and commercialize beverages and food in general. Invest in other companies.	Brazil	18.20
Sorocaba Refrescos S.A. [3]	Manufacture, bottle and commercialize beverages and food in general. Invest in other companies.	Brazil	40.00
Kaik Participações Ltda.	Invest in other companies with own resources.	Brazil	11.32
Embotelladora del Atlántico S.A.[2]	Manufacture, bottle, distribute, and commercialize non-alcoholic beverages. Design, produce, and commercialize plastic products mainly packaging.	Argentina	99.98
Coca Cola Polar Argentina S.A. [6]	Manufacture, bottle, distribute, and commercialize non-alcoholic beverages. Design, produce, and commercialize plastic products mainly packaging.	Argentina	99.99
Andina Empaques S.A. [2]	Design, produce, and commercialize plastic products mainly packaging.	Argentina	99.98
Paraguay Refrescos S.A. [6]	Manufacture, bottle, distribute, and commercialize non-alcoholic beverages. Design, produce, and commercialize plastic products mainly packaging.	Paraguay	97.83
Abisa Corp.	Invest in financial instruments.	British Virgin Islands	99.99
Aconcagua Investing Ltda.[6]	Invest in financial instruments.	British Virgin Islands	99.99

The following chart presents in summary form the Company's direct and indirect ownership participations in subsidiaries and affiliates:



D. Property, Plants and Equipment

We maintain production plants in each of the principal population centers that comprise the franchise territories. In addition, we maintain distribution centers and administrative offices in each of the franchise territories. The following table sets forth in square meters, our principal properties, and facilities in each of the franchise territories:

	Main Use	Surface (Square Meters)
CHILE		
Embotelladora Andina S.A.		
Región Metropolitana	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	494,386
Rancagua	Warehouses	25,920
San Antonio	Warehouses	19,809
Antofagasta	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	34,729
Coquimbo	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	31,383
Punta Arenas	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	109,517
Coyhaique	Warehouses	5,093
Taltal	Warehouses	975
Tocopilla	Warehouses	562
Calama	Warehouses	10,700
Ovalle	Warehouses	6,223
Vallenar	Warehouses	5,000
Copiapó	Warehouses	26,800
Vital Jugos S.A.		
Región Metropolitana	Offices / Production of Juices	40,000
Vital Aguas S.A.		
Rengo	Offices / Production of Waters	12,375
Envases CMF S.A.		
Región Metropolitana	Offices / Production of bottles and PET preforms	74,001
Envases Central S.A.		
Región Metropolitana	Offices / Production of Soft Drinks	50,100
Total Chile		947,573
BRAZIL		
Rio de Janeiro Refrescos Ltda.		
Jacarepaguá	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	249,470
Vitória	Offices / Production of Soft Drinks / Warehouses	93,320
Nova Iguaçu	Warehouses	82,618
Bangu	Distribution Centers	44,389
Campos	Distribution Centers	42,370
Cachoeira do Itapemirim	Cross Docking	8,000
Sao Cristovao	Distribution Centers	4,500
Sao Goncalo	Distribution Centers	10,880
Cabo Frio	Distribution Centers	1,985
Sao Pedro da Aldeia	Distribution Centers	10,139

Total Brazil		547,671
ARGENTINA		
Embotelladora del Atlántico S.A.		
Córdoba	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	1,009,516
Santo Tomé	Offices / Warehouses	89,774
San Juan	Offices / Warehouses	48,036
Mendoza	Offices / Warehouses	41,579
Rosario	Offices / Warehouses	28,070
Río IV	Cross Docking	7,482
San Luis	Offices / Warehouses	6,069
Bahía Blanca	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	31,280
Chacabuco	Offices / Distribution Centers / Warehouses	5,129
Pergamino	Offices / Distribution Centers / Warehouses	1,195
General Pico	Offices / Distribution Centers / Warehouses	2,547
Neuquén	Offices / Distribution Centers / Warehouses	5,400
Trelew	Offices / Production of Soft Drinks / Distribution Centers / Warehouses	16,024
Andina Empaques Argentina S.A.		
Buenos Aires	Production of PET bottles and preforms	27,043
Total Argentina		1,319,144
PARAGUAY		
Paraguay Refrescos S.A.		
San Lorenzo	Offices / Production of Soft Drinks / Warehouses	275,292
Coronel Oviedo	Offices / Warehouses	32,911
Encarnación	Offices / Warehouses	12,744
Ciudad del Este	Offices / Warehouses	14,620
Total Paraguay		335,567
TOTAL		**3,149,955**

We have full ownership of our properties and they are not subject to material encumbrances.

Capacity by Line of Business

Set forth below is certain information concerning the installed capacity and approximate average utilization of our production facilities, by line of business.

	Year Ended December 31,					
	2012			2011		
	Annual Total Installed Capacity	Average Capacity Utilization (%)	Capacity Utilization During Peak Month (%)	Annual Total Installed Capacity	Average Capacity Utilization (%)	Capacity Utilization During Peak Month (%)
Soft drinks (millions of UCs):						
Chile	301	56	66	157	82	96
Brazil	307	72	79	272	68	79
Argentina	273	67	80	169	60	75
Paraguay	80	84	86			
Other beverages (millions of UCs)						
Chile	49	80	98	49	80	98
Argentina	46	37	59	54	25	47
Paraguay	16	80	95			
PET packaging (millions of bottles)	750	92	100	750	92	100

Total installed annual production capacity assumes production of the mix of products and containers produced in 2012.

In 2012, we continued to modernize and renovate our manufacturing facilities in order to maximize efficiency and productivity; we also made significant improvements to our auxiliary services and complementary processes such as water treatment plants and effluent treatment stations. At present, we estimate we have the capacity in each of the franchise territories to meet consumer demand for each product format. Because bottling is a seasonal business with significantly higher demand during the South American summer and because soft drinks are perishable, it is necessary for bottlers to carry significant over-capacity in order to meet the substantially greater seasonal demand. We assure the quality of our products through worldwide class practices and procedures maintaining quality control laboratories and structures in each production facility where raw materials are tested and where we analyze samples of our products.

As of December 31, 2012, we had total installed annual production capacity, including soft drinks, fruit juices, and water, of 1,072 million unit cases. Our primary facilities include:

- through Coca-Cola Andina, in the Chilean territory, four soft drink production facilities with ten production lines in Renca, six production lines in Antofagasta, three production lines in Coquimbo and tow production lines in Punta Arenas with total installed annual capacity of 301 million unit cases (28.1% of our total installed annual capacity);
- through Vital Jugos in the Chilean territory, one fruit juice production facility, with six production lines, with total installed annual capacity of 21 million unit cases (2.0% of our total installed annual capacity);
- through Vital Aguas in the Chilean territory, one mineral water production facility, with four production lines, with total installed annual capacity of 28 million unit cases (2.6% of our total installed annual capacity);
- through Rio de Janeiro Refrescos in the Brazilian territory, two soft drink production facilities with thirteen production lines with total installed annual capacity of 307 million unit cases (28.6% of our total installed annual capacity); and
- through Embotelladora del Atlántico in the Argentine territory, three soft drink production facilities with fourteen production lines with a total installed annual capacity of 273 million unit

cases (25.5% of our total installed annual capacity); and one facility for the production of juices with four production lines that covers the needs of our franchise with a total installed annual capacity of 11 million unit cases (1.0% of our total installed annual capacity), and one production line for waters and sensistive products with a total installed annual capacity of 35 million unit cases (3.3% of our total installed annual capacity)

- through Andina Empaques Argentina S.A. in the Argentine territory one production facility for bottles and preforms that covers the needs of the Coca-Cola system in that country with a total installed annual capacity of 750 million units and
- through Paresa in the Paraguayan territory, one production facility located in San Lorenzo, with seven production lines and two tetra pack lines (1.5% of our total installed annual capacity) .

ITEM 4A. UNRESOLVED SECURITIES AND EXCHANGE COMMISSION STAFF COMMENTS

Not Applicable .

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Basis of Presentation

The following discussion should be read in conjunction with and is qualified in its entirety by reference to the Consolidated Financial Statements, including the notes thereto.

These Financial Statements have been prepared in accordance with IFRS issued by the IASB.

These Financial Statements reflect the consolidated financial position of Embotelladora Andina. S.A. and its subsidiaries as of December 31, 2012, 2011 and 2010 as well as the operating results, changes in shareholders' equity and cash flows for the years ended December 31, 2012, 2011, and 2010, all of which were approved by the Board of Directors on April 30, 2012.

Our consolidated financial results include the results of our subsidiaries located in Chile, Brazil and Argentina. Our subsidiaries outside Chile prepare their financial statements in accordance with IFRS and to comply with local regulations in accordance with generally accepted accounting principles of the country in which they operate. The Consolidated Financial Statements reflect the results of the subsidiaries outside of Chile, translated to Chilean pesos (functional and reporting currency of the parent company) and are presented in accordance with IFRS. The International Financial Reporting Standards requires assets and liabilities to be translated from the functional currency of each entity to the reporting currency (Chilean peso) at end of period exchange rates and income and expense accounts to be translated at the average monthly exchange rate for the month in which income or expense is recognized

Factors Affecting Comparability

During 2012, there were no changes in the application of IFRS as compared to the previous year that could materially affect the comparability of the financial statements. However, on October 1, 2012, the merger with Embotelladoras Coca Cola Polar S.A. was materialized, so assets and liabilities of the said bottler were incorporated to the consolidation as of December 31, 2012, at their fair value, as well as the results of its operations in October, November and December in Argentina, Chile and Paraguay. Additionally, due to the merger and as a result of an increase of percentage interests, Vital Aguas S.A., Vital Jugos S.A. y Envases Central S.A. are included in the consolidation.

Critical Accounting Estimates

Discussion of critical accounting estimates

In the ordinary course of business, we have made a number of estimates and assumptions relating to the reporting of our results of operations and financial position in the preparation of financial statements in

conformity with IFRS. We cannot assure you that actual results will not differ from those estimates. We believe that the following discussion addresses our most critical accounting policies, which are those that are most important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective and complex judgments, often as a result of the need to make estimates and assumptions about the effect of matters that are inherently uncertain. For a more detailed discussion of accounting policies significant to our operations, please see Note 2 to our Consolidated Financial Statements.

Impairment of goodwill and intangible assets of indefinite useful life

The Company tests if goodwill and intangible assets of indefinite useful life have suffered impairment loss on an annual basis or whenever there are indicators of impairment. The recoverable amounts of cash generating units are determined based on calculations of the value in use. The key variables that management calculates include the volume of sales, prices, marketing expenses and other economic factors. The estimation of these variables requires a material administrative judgment as those variables imply inherent uncertainties. However, the assumptions are consistent with our internal planning. Therefore, management evaluates and updates estimates according to the conditions affecting the variables. If these assets are deemed to have become impaired, they will be written off at their estimated fair value or future recovery value according to discounted cash flows.

Fair Value of Assets and Liabilities

IFRS requires in certain cases that assets and liabilities be recorded at their fair value. Fair value is the amount at which an asset can be purchased or sold or the amount at which a liability can be incurred or liquidated in an actual transaction among parties duly informed under conditions of mutual independence, different from a forced liquidation.

The basis for measuring assets and liabilities at fair value are the current prices in the active market. Lacking such an active market, the Company estimates said values based on the best information available, including the use of models or other valuation techniques.

The Company estimated the fair value of the intangible assets acquired as a result of the Polar merger based on the multiple period excess earning method, which implies the estimation of future cash flows generated by the intangible asset, adjusted by cash flows that do not come from the intangible asset, but from other assets. For this, the Company estimated the time during which the intangible asset will generate cash flows, the cash flows themselves, cash flows from other assets and a discount rate.

Other assets acquired and implicit liabilities in the business combination are carried at fair value using valuation methods that are considered appropriate under the circumstances including the cost of depreciated recovery and recent transaction values for comparable assets, among others. These methodologies require certain inputs to be estimated, including the estimation of future cash flows.

Provision for doubtful accounts

The Company evaluates the possibility of collecting trade accounts receivable using several factors. When the Company becomes aware of a specific inability of a customer to fulfill its financial commitments, a specific provision for doubtful accounts is estimated and recorded, which reduces the recognized receivable to the amount that the Company estimate will ultimately be collected. In addition to specifically identifying potential uncollectible customer accounts, debits for doubtful accounts are accounted for based on the recent history of prior losses and a general assessment of trade accounts receivable, both outstanding and past due, among other factors. The balance of the Company's trade accounts receivable was ThCh$159,540,993 at December 31, 2012 (ThCh$114,618,699 in 2011), net of an allowance for doubtful accounts provision of ThCh$1,486,749 (ThCh$1,544,574 in 2011). Historically, doubtful accounts have represented an average of less than 1% of consolidated net sales.

Useful life, residual value and impairment of property, plant, and equipment

Property, plant, and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful life of those assets. Changes in circumstances, such as technological advances, changes to the

Company's business model, or changes in its capital strategy might modify the effective useful lives as compared to our estimates. Whenever the Company determines that the useful life of property, plant and equipment might be shortened, it depreciates the excess between the net book value and the estimated recoverable amount according to the revised remaining useful life. Factors such as changes in the planned use of manufacturing equipment, dispensers, and transportation equipment or computer software could make the useful lives of assets shorter. The Company reviews the impairment of long-lived assets each time events or changes in circumstances indicate that the book value of any of those assets might not be recovered. The estimate of future cash flows is based, among other things, on certain assumptions about the expected operating profits in the future. Company estimates of non-discounted cash flows may differ from real cash flows because of, among other reasons, technological changes, economic conditions, changes in the business model, or changes in the operating profit. If the sum of non-discounted cash flows that have been projected (excluding interest) is less than the carrying value of the asset, the asset will be written down to its estimated fair value.

Liabilities for bottle and case collateral

We have a liability for deposits received for bottles and cases provided to our customers and distributors. The liability represents the deposit value that we may be required to remit upon receipt from the customer or distributor of the bottles and cases, in good condition, along with the original invoice. The liability is not subject to price level restatements as per current agreements with customers and distributors. We estimate the liability for deposits based on an periodic inventory of bottles sold to customers and distributors, estimates of bottles in circulation and a weighted average historical deposit value per bottle or case. Significant management judgment is involved in estimating the number of bottles in circulation, the deposit value that could be subject to redemption and the timing of disbursements related to this liability.

5.A Operating Results

Summary of Operations

The following table sets forth, for the periods indicated, sales volume, net sales and operating income for the Company's operations in Chile, Brazil, Argentina and Paraguay, respectively, expressed in each case in nominal million Chilean pesos as of December 31, 2012, 2011 and 2010, and as a percentage of consolidated net sales or operating income, as the case may be:

	Years ended December 31,		
	2012	**2011**	**2010**
Sales volume:	**MUCs**	**MUCs**	**MUCs**
Chile	*185.4*	*158.0*	*161.5*
Soft Drinks	149.9	135.1	132.6
Mineral Water	16.8	10.6	9.3
Juices	18.6	12.4	19.6
Brazil	*225.0*	*205.1*	*202.5*
Soft Drinks	197.8	183.5	187.0
Mineral Water	5.8	4.5	3.7
Juices	16.2	13.4	7.9
Beer	5.2	3.7	3.9
Argentina	*167.0*	*138.4*	*125.2*
Soft Drinks	153.4	129.6	118.4
Mineral Water	9.8	6.2	4.8
Juices	3.8	2.6	2.0
Paraguay	*18.8*		
Soft Drinks	16.5		
Mineral Water	1.5		
Juices	0.8		

	Years ended December 31,					
	2012		2011		2010	
Net sales:	**MCh$**	**%**	**MCh$**	**%**	**MCh$**	**%**
Chile	374,873	32.0	$304,948	31.0	295,659	33.3
Brazil	451,597	38.5	445,693	45.4	407,782	45.9
Argentina	315,336	26.9	232,223	23.6	185,273	20.8
Paraguay	32,028	2.7				
Inter-country eliminations[(1)]	(1,541)	(0.1)	-		-	-
Total	**1,172,293**	**100**	**982,864**	**100**	**888,714**	**100**
Operating income:	**MCh$**	**%**	**MCh$**	**%**	**MCh$**	**%**
Chile	57,685	37.4	56,170	39.4	57,442	38.5
Brazil	64,647	41.9	64,047	45.0	72,252	48.4
Argentina	32,091	20.8	25,942	18.2	23,442	15.7
Paraguay	4,620	3.0				
Corporate expenses[(2)]	(4,879)	(3.1)	(3,735)	(2.6)	(3,902)	(2.6)
Total	**154.164**	**100**	**142,424**	**100**	**149,234**	**100**

[(1)] *Eliminations represent intercompany sales.*
[(2)] *Corresponds to corporate expenses that are not distributable in the operations.*

The following table sets forth, for the periods indicated, the net sales and operating income contributed by each of our business segments, expressed in each case in nominal million Chilean pesos as of December 31, 2012, 2012 and 2010, and as a percentage of consolidated net sales or operating income, as the case may be:

	Years ended December 31,					
	2012		2011		2010	
	MCh$	**%**	**MCh$**	**%**	**MCh$**	**%**
Net sales:						
Soft drinks	967,370	82.5	829,888	84.4	758,943	85.4
Other beverages[(1)]	197,900	16.9	145,121	14.8	121,650	13.7
Packaging	8,564	0.7	7,855	0.8	8,121	0.9
Inter-company eliminations[(2)]	(1,541)	(0.1)				
Total	**1,172,293**	**100**	**982,864**	**100**	**888,714**	**100**
Operating income:						
Soft drinks	147,381	95.6	128,783	90.4	136,891	91.7
Other beverages[(1)]	4,421	2.9	10,923	7.7	9,518	6.4
Packaging	2,362	1.5	2,718	1.9	2,825	1.9
Total	**154,164**	**100**	**142,424**	**100**	**149,234**	**100**

(1) Includes, in Chile, waters and juices; in Brazil, beer, water, energy drinks, Nestea products and fruit flavored juices; and in Argentina fruit flavored waters, waters and juices.
(2) Eliminations represents intercompany sales

The following table sets forth, for the periods indicated, information derived from our consolidated income statements, expressed in nominal million Chilean pesos as of December 31, 2011, 2010 and 2009, and as a percentage of consolidated net sales or operating income, as the case may be:

	Year ended December 31,					
	2012		2011		2010	
	MCh$	**%**	**MCh$**	**%**	**MCh$**	**%**
Net sales	**1,172,293**	**100.0**	**982,864**	**100**	**888,714**	**100**
Cost of sales	(698,955)	(59.6)	(578,581)	(58.9)	(506,882)	(57.0)
Gross profit	473,338	40.4	404,283	41.1	381,832	43.0

Distribution, administrative and selling expenses	(319,174)	(27.2)	(261,859)	(26.6)	(232,598)	(26.2)
Operating income	**154,164**	**13.2**	**142,424**	**14.5**	**149,234**	**16.8**
Non-operating income (expenses), net	(27,390)	(2.3)	(10,712)	(1.1)	(9,294)	(1.0)
Income taxes	(38,505)	(3.3)	(34,685)	(3.5)	(36,340)	(4.1)
Net income	**88,269**	**7.5**	**97,027**	**9.9**	**103,600**	**11.7**

Results of Operations for the Years Ended December 31, 2012 and 2011

	Chile		Brazil		Argentina		Paraguay	Eliminations		Total (1)	
	2012	2011	2012	2011	2012	2011	2012 [3]	2012	2011	2012	2011
M Ch$											
Net sales	**374,873**	**304,948**	**451,597**	**445,693**	**315,336**	**232,223**	**32,028**	**(1,541)**		**1,172,293**	**982,864**
Cost of sales	(224,024)	(176,464)	(272,890)	(267,389)	(181,924)	(134,728)	(21,658)	(1,541)		(698,955)	(578,581)
Gross profit	150,849	128,484	178,707	178,304	133,412	97,495	10,370			473,338	404,283
Distribution, administrative and selling expenses[2]	(93,164)	(72,314)	(114,060)	(114,258)	(101,321)	(71,552)	(5,750)			(314,295)	(258,124)
Corporate expenses											(3,735)
Operating income	**57,685**	**56,170**	**64,647**	**64,046**	**32,091**	**25,943**	**4,620**			**154,164**	**142,424**

(1) Total does not equal the sum of all the franchise territories due to inter-country eliminations.
(2) The majority of corporate expenses were distributed in the operations.
(3) Only 4Q12 figures

Opening Remarks

The merger by absorption with Embotelladoras Coca-Cola Polar ("Polar") took place on October 1, 2012, whereby Embotelladora Andina (the Company) increased its ownership interest in Vital, Vital Jugos and ECSA, incorporating them into the consolidation of results as of that date, as well as the results of Polar for the fourth quarter of 2012.

Net Sales

Consolidated Sales Volume was 596.2 million unit cases in 2012, an increase of 18.9%. Soft drinks grew 15.5%, while juices and waters together increased 47.9%. Excluding the effect of the merger with Polar, consolidated sales volume grew 8.7%, where soft drinks grew 6.7% and juices and waters together grew 24.3%. The incorporation of Polar's operations as of October 1, 2012, contributed with 51.1 million unit cases.

The variations of the Brazilian Real, the Argentine Peso and the Paraguayan Guaraní, all relative to the Chilean Peso, have an impact on the conversion of figures to Chilean Pesos. On average, during the year and with respect to the Chilean Peso, the Brazilian Real depreciated 13.9%, the Argentine Peso 8.8%, and the Paraguayan Guarani 5.1%, generating a negative impact on income and a positive impact on costs and expenses.

Net Sales totaled Ch$1,172,293 million, a 19.3% increase, primarily explained by higher volumes and prices in the four countries where we operate, and partially offset by the effect of conversion of figures. In 2012, the soft drink segment represented 82.4% of consolidated Net Sales , which was slightly lower than the

84.4% we reported in 2011. Excluding the effect of the merger with Polar, Net Sales increased 8.9%, mainly explained by: (i) the effect of the increase in volumes, especially in Brazil and Argentina, as a result of the industry's growth and of an increase in our market share, and (ii) the increase in revenues per unit case in local currency, mainly due to price increases in line with local inflation. These two effects are partially offset by the effect of the conversion of figures to Chilean Pesos. The incorporation of Polar's operations as of October 1, 2012 contributed Ch$102,168 million to Net Sales.

In Chile, Sales Volume during 2012 reached 185.4 million unit cases, which represents an increase of 17.3%, and is mainly explained by the 54.1% growth of the juice and water segments and the 11.0% growth of the soft drinks segment. Excluding the effect of the merger with Polar, Sales Volume grew 5.5%, driven by the juice and water segments that together grew 18.9%, while the soft drinks category grew 3.2%. The incorporation of Polar`s operations as of October 1, 2012, contributed 18.7 million unit cases.

The incorporation of Polar did not involve significant changes in market share, since both companies had very similar figures. Regarding the soft drink segment, our market share reached 69.4%, which on average involved a gain of 20 basis points compared with the previous year. Average value market share was 71.9% in 2012, which compares with 71.6% in 2011. Categories of waters and juices still have a very low market penetration when compared to other developed countries, and therefore have presented high growth rates in recent years.

Net Sales in Chile were Ch$374,873 million, representing an increase of 22.9% explained by the following two effects: (i) greater volumes, mainly due to the merger with Polar, and by higher volumes of waters and juices resulting from the strong growth that these industries are experiencing and (ii) the increase of average revenue per unit case, basically explained by higher prices, in line with local inflation. Excluding the effect caused by the merger with Polar, Net Sales grew 10.1%. The incorporation of Polar's operations as of October 1, 2012, contributed Ch$39,064 million to Net Sales.

Soft drinks Net Sales in Chile were Ch$299,673 million in 2012, an increase of 17.3% over the previous year, mainly due to the 11.0% increase in volumes and by a higher average revenue per unit case. Excluding the effect of the merger with Polar, Net Sales for soft drinks in Chile were Ch$276,014 million, an increase of 8% due to a 3.2% increase in volumes and an increase of the average revenue per unit case of 5%. Net sales of juices and water in Chile were Ch$74,902 million in 2012, 51.3% higher than in 2011, explained by the 54.1% increase in volumes and partially offset by a reduction in the average revenue per unit case. Excluding the effect of the merger with Polar, this figure was Ch$59,795 million, which represented an increase of 21% due to a volume growth of 19% and an increase in the average revenue per unit case of 2%. The incorporation of Polar's operations as of October 1, 2012, contributed with Ch$23,659 million in soft drinks, and Ch$15,106 million in juices and waters.

In Brazil, 2012 Sales Volume reached 225.0 million unit cases, which represented a growth of 9.7%, explained by higher volumes in the juices and waters categories (23.0%), while the soft drink category expanded 7.8%. Sales volumes were positively impacted by: (i) a better execution at the points of sale as a result of an increase in the sales force, and (ii) industry growth, influenced by the 14% adjustment in the minimum wage. Net sales were Ch$451,597 million (+1.3%), explained by higher volumes and price increases slightly lower than local inflation. These effects were partially offset by the negative effect of the conversion of figures. In 2012, our average market share in the soft drink segment was 59.1%, 170 basis points higher than the previous year, which reflects our strong competitive position and the positive impact that our sales' strategy has had. In value terms, our average market share reached 67.0% in 2012, in comparison with the 66.4% obtained in 2011.

Net Sales of soft drinks in Brazil were Ch$359,116 million in 2012, a drop of 1.8% over the previous year, which is explained by a 7.8% increase in volumes and by price increases slightly below local inflation. These effects were more than offset by the strong negative impact of conversion of figures. Net sales of juices, waters and beer in Brazil were Ch$92,480 million in 2012, representing an increase of 15.5% due to higher volumes and mix effect, partially offset by the conversion of figures.

In Argentina, 2012 Sales Volume reached 167 million unit cases, representing an increase of 20.7%, basically due to a 55.9% growth in the segment of juices and waters, leveraged by the launching of our new Bonaqua mineral water, and by the 18.3% growth of the soft drinks segment. Excluding the effect of the merger with Polar, sales volumes grew 10.8%, driven by juices and waters that together grew 41.3%, while the soft drinks category grew by 8.8%. The incorporation of Polar's operations as of October 1, 2012, contributed 13.6 million unit cases.

The incorporation of Polar did not involve significant changes in market share, as both companies had very similar figures. Regarding the soft drink segment, our market share reached 58.8%, which -on average- involves a market share gain of 150 basis points in comparison with the previous year, and is mainly explained by a greater presence in supermarkets and a better execution in the returnable bottle segment. Average value market share was 63.9% in 2012, which compares to 63.4% in 2011. The waters and juices categories still have a very low penetration in the market compared to other developed countries, and therefore have presented high growth rates in recent years.

Net Sales in Argentina were Ch$315,336 million, which represents an increase of 35.8%, that is explained by the following effects: (i) greater volumes, mainly due to the merger with Polar, as well as by the incorporation of Bonaqua; and (ii) and increase of revenues per unit case, basically explained by price increases in line with local inflation, and partially offset by the effect of conversion of figures. Excluding the effect of the merger with Polar, Net Sales grew 21.7%, explained by the following two effects: (i) growth in volumes due to the same reasons explained above, and (ii) increases in the average revenue per unit case, basically explained by price increases in line with local inflation. The incorporation of Polar's operations as of October 1, 2012, contributed Ch$32,618 million.

Net Sales of soft drinks in Argentina were Ch$281,696 million in 2012, an increase of 34.9% over the previous year, mainly due to an 18.3% increase in volume and to a higher average revenue per unit case. Excluding the effect of the merger with Polar, Net Sales of soft drinks in Argentina were Ch$253,319 million, an increase of 21.3% explained by an 8.8% increase in volumes and by price increases in line with local inflation, partially offset by the effect of the conversion of figures.

Net Sales of juices and water in Argentina were Ch$23,827 million in 2012, a 53.5% increase when compared with 2012, mainly due to the 55.9% increase in volumes and partially offset by a decrease in the average revenue per unit case. This decrease is explained by the effect of the launching of Bonaqua, which has a lower per unit case price than juices. On the other hand, without considering the effect of the merger with Polar, Net Sales for juices and waters were Ch$20,836 million, which represented an increase of 34%, due to the reasons already commented. The incorporation of Polar's operations as of October 1, 2012, contributed Ch$28,377 million to the sales of soft drinks in Argentina and Ch$2,991 million to the sales of juices and waters.

In Paraguay, Sales Volume for the fourth quarter of 2012 reached 18.8 million unit cases. The soft drinks segment represented 87.8% of sales volume, while the remaining 12.2% were juices and waters. Net sales amounted to Ch$32,028 million. In the fourth quarter of 2012 our average market share in the soft drink segment was 60.7%. In terms of value, our average market share reached 70.4% during the fourth quarter of 2012.

Net Sales of soft drinks in Paraguay reached Ch$26,885 million in the fourth quarter of 2012. Net sales of juices and water in Paraguay amounted Ch$5,144 million in the fourth quarter of 2012.

Cost of Sales

Cost of Sales reached Ch$698,955 million in 2012, increasing 20.8% when compared to Ch$578,581 million in 2011. Excluding the effect of the merger with Polar, Cost of Sales were Ch$634,752 million, which represents an increase of 9.7%. In addition to the incorporation of Polar, that represents a cost of Ch$64,203 million, the increase in Costs of Sales is explained by: (i) changes in the products mix in Chile and Brazil,

towards products with higher costs; (ii) increases in the cost of concentrate in Chile, Brazil and Argentina;(iii) higher labor costs in Chile and Argentina; (iv) an increase of depreciation in Chile; (v) high inflation in Argentina, which affects a significant portion of our Cost of Sales; and (vi) the depreciation of local currencies in relation to the dollar, which has an impact on raw materials indexed to such currency. All the above effects were partially offset by the effect of conversion of our operations figures in Brazil and Argentina. Cost of Sales represented a 59.6% of Net Sales in 2012 and 58.9% in 2011.

In Chile, Costs of Sales amounted to Ch$224,025 million in 2012, an increase of 27.0% when compared to Ch$176,464 million in 2011. Cost of Sales per unit case was Ch$1,209 in 2012, an increase of 8.2% when compared to 2011. Excluding the effect of the merger with Polar, which contributes Ch$25,400 million, Cost of Sales was Ch$198,625 million, representing an increase of 12.6% over 2011. Costs of Sales per unit case, without considering the merger with Polar was Ch$1,191 in 2012, 6.7% higher than in 2011. In addition to the incorporation of Polar, the increase in Costs of Sales per unit case is explained by: (i) higher depreciation per unit case, as the new lines of the Renca plant began to be depreciated, which explains the 43% of the increase of cost per unit case; (ii) a greater participation of distributed products, which explains an 18% of the increase in Costs of Sales per unit case; and (iii) greater labor costs due to an increase of salaries, which accounts for 8% of the increase in costs per unit case. These increases were partially offset, among others by: (i) a decrease of the cost of products purchased from third parties, since the Renca plant started producing soft drinks in PET bottles of 591cc and 250cc; and (ii) a lower cost of sugar due to the price reduction it has presented on the international markets. Cost of Sales represented a 59.8% of Net Sales in 2012 and 57.9% in 2011.

In Brazil, Costs of Sales reached Ch$272,890 million in 2012, 2.1% higher than Ch$267,389 million in 2011. In local currency Costs of Sales increased 18.4%. Cost of Sales per unit case was Ch$1,331 in 2012, which is 2.1% higher than in 2011, mainly due to the change in the product mix, towards distributed products which have a higher Cost of Sales. This effect was partially offset by the effect of converting figures, due to the depreciation of the Brazilian Real in relation to the Chilean Peso. Cost of Sales represented a 60.4% of Net Sales in 2012 and 60.0% in 2011.

In Argentina, Cost of Sales reached Ch$181,924 million in 2012, 35.0% higher than the Ch$134,728 million in 2011. In local currency, Cost of Sales increased 50.0%. Cost of Sales per unit case was Ch$1,090 in 2012, an increase of 11.9% when compared to 2011. Excluding the effect of the merger with Polar, which explains an additional cost of Ch$18,687 million, Cost of Sales was Ch$163,237 million, that is, an increase of 12.6% over 2011, while Cost of Sales per unit case was Ch$1,064 in 2012, 9.3% higher than in 2011. In addition to the incorporation of Polar, the increase in Cost of Sales per unit case in local currency is explained by: (i) higher costs of concentrate explained by price increases, accounting for the 42% of the increase in the cost per unit case; (ii) higher labor costs, mainly caused by the increase in real wages and increase of headcount as a result of higher volumes; (iii) higher depreciation due to the investments we have made in recent years; and (iv) change in the product mix towards distributed products. All these effects were partially offset by: (i) a lower cost of PET bottles and (ii) the effect of conversion of figures. Cost of Sales represented a 57.7% of Net Sales in 2012 and 58.0% in 2011.

Gross Profit

Due to the aforementioned, gross profit in 2012 increased by 17.1% in 2012, reaching Ch$473,338 million, or 40.4% of Net Sales, compared to Ch$404,283 million, or 41.1%, of Net Sales, in 2011. Excluding the effect of the merger with Polar, gross profit in 2012 reached $435,373 million, representing 40.7% of Net Sales, and an increase of 7.7% compared with the previous year. The incorporation of Polar accounted for Ch$37,965 million of additional Gross Profit.

Sales and Administrative Expenses

Sales and Administrative (SG&A) Expenses totaled Ch$314,295 million in 2012, representing 26.8% of Net Sales in 2012, 21.8% higher than the Ch$258,124 million in 2011 (26.3% of Net Sales for that year). Excluding the effect of the merger with Polar, SG&As were Ch$286,444 million, representing 26.8%

of Net Sales and were 11.0% higher than the previous year. In addition to the incorporation of Polar, which explains and additional cost of Ch$27,851 million, the increase in SG&A Expenses is explained by: (i) greater costs of distribution in the three countries in which we operate; (ii) higher labor costs in Argentina and Chile; and (iii) greater depreciationcharges in Brazil.

In Chile, SG&A Expenses were Ch$93,164 million in 2012, representing 24.9% of Net Sales, and 28.8% higher than the Ch$72,314 million in 2011 (23.7% of Net Sales for that year). Excluding the effect of the merger with Polar, SG&As were Ch$84,257 million, representing 25.1% of Net Sales and an increase of 16.5% when compared to the previous year. In addition to the incorporation of Polar, which explains an additional cost of Ch$8,907 million, the increase of SG&A Expenses is mainly explained by the fact that during the fourth quarter of 2011 there was a positive effect caused by other operating income classified under this item and, in this period, such situation did not happen. Excluding this item, SG&A Expenses would have increased 12%, mainly due to: (i) greater costs of distribution, 20% higher when compared to the previous year, due to greater volumes and increases of tariffs; and (ii) a 16% increase in labor costs, due to increases of real wages and the simultaneous operation of two production plants during 2012.

In Brazil, SG&A Expenses were Ch$114,060 million in 2012, 0.2% lower when compared to Ch$114,258 million 2011. This reduction is explained by the effect of currency conversion. In local currency SG&A Expenses increased 15.8%, mainly due to: (i) higher costs of labor, which in local currency were 31% higher than last year; (ii) greater distribution costs in local currency, that were 14% higher when compared to the year above, and (iii) greater depreciation charges, which in local currency was 29% higher than the previous year. As a percentage of Net Sales, SG&A Expenses were 25.3% in 2012, and 25.6% in 2011.

In Argentina, SG&A Expenses were Ch$101,321 million in 2012, representing 32.1% of Net Sales, and 41.6% higher when compared to Ch$71,552 million in 2011 (30.8% of the Net Sales for that year). Excluding the effect of the merger with Polar, SG&As were Ch$88,126 million, representing 31.2% of Net Sales, 23.2% higher when compared to the previous year. In addition to the incorporation of Polar, which explains the additional cost of Ch$13,195 million, the increase in SG&As is mainly explained by the effect of local inflation in these costs, among which the following stand out: (i) greater costs of distribution, which -in local currency- were 39 % higher when compared to the previous year and were also affected by higher volumes; and (ii) higher labor costs, which -in local currency- were 29% higher than the previous year. These effects were partially offset by the effect of conversion of figures.

In Paraguay, SG&A Expenses were Ch$5,750 million and, as a percentage of sales, they reached 18.0%.

Operating Income

As a consequence of the aforementioned, Operating Income increased 8.2% in 2012, reaching Ch$154,164 million, or 13.2% of net sales, compared to Ch$142,424 million, or 14.5% of net sales in 2011. Excluding the effects of the merger with Polar, Operating Income was Ch$144,050 million, representing 13.5% of Net Sales and a 1.1% increase when compared to the previous year. The incorporation of the operations of Polar explained Ch$10,114 million additional Operating Income.

Non-operating Income (Expense), Net

The following table sets forth, for the periods indicated, the items of non-operating income (expense), net:

	For the year ended December 31,

	2012	2011
	(million Ch$)	
Other income and expenses, by function and other gains and losses	(14,490)	(7,511)
Financial Income	2,728	3,182
Financial Costs	(11,173)	(7,235)
Share of income (losses) from affiliated companies and joint business that are accounted for using the equity method	1,770	2,026
Exchange rate differences	(4,471)	3
Profit from unit of adjustment	(1,754)	(1,177)
Non-operating income, net	(27,390)	(10,712)

Non-Operating Results totaled a loss of (Ch$27,390) million, which compares negatively to a loss of (Ch$10,712) million recorded during 2011. The account with greater variation is "Other income and expenses, by function and other gains and losses" which reflects a higher loss of Ch$6,979 million due to (i) expenses of the merger with Polar recognized in 2012 for MM$4,518; (ii) higher expenses for derivatives transactions for MM$2,584. Financial costs increased Ch$3,938 in 2012, mainly due to: (i) greater debt mainly originated in Chile; and (ii) recognition for 3 months of the financial liabilities for the debts of the companies incorporated by the merger with Polar. Finally, exchange rate differences had a higher loss of MM$4,474 than the previous year, caused by the update of accounts payables to related companies.

Income Taxes

Income taxes in 2012 increased 11.0% to Ch$38,505 million compared to Ch$34,685 million in 2011. The increase is principally explained by i) higher tax liabilities due to the incorporation of Polar during 2012; (ii) profit increase of our subsidiary in Argentina, country that has the highest income tax rate of the group; and (iii) recognition of expenses caused by the change of the income tax rate from 18.5% to 20%, occurred in Chile during 2012

Net Income

As a result of the aforementioned, net income in 2012 was Ch$88,269 million, representing 7.5% of net sales and a decrease of 9.0% compared to net income of Ch$97,027 million in 2011.

Impact of Foreign Currency Fluctuations

In Chile we had losses of Ch$4,471 million in 2012 due to the revaluation of the Chilean peso with respect to the Argentinean peso and the Brazilian real, currencies in which we maintained accounts receivables. This loss compares to a profit of Ch$3 million in 2011, where the Chilean peso did not appreciated respect to the other local currencies of the countries in which we operate. Our net asset position in U.S. dollars is insignificant.

In accordance with IFRS conversion methods, assets and liabilities from Argentina, Paraguay and Brazil are converted from their functional currency (Argentine Peso, Paraguayan Guaraní and Brazilian Real respectively) to the reporting currency of the parent company (Chilean peso) at the end of period exchange rate, and income accounts at the exchange rate as of the date of the transaction or monthly average exchange rate of the month when it took place. The effects of translation are presented as comprehensive income and do not affect the results for the years ended December 31, 2012, 2011 and 2010. The translation effects due to the currency conversion undertaken for assets and liabilities in accordance with the method previously explained resulted in a decrease of other comprehensive income of Ch$35,983 during 2012 (net decrease of Ch$1,965 million during 2011 and decrease of Ch$9,450 million during 2010) We also present under other comprehensive income the net effect as result of the restatement of Chilean pesos to U.S. Dollars and Brazilian Reais to U.S. dollars resulting from the update of intercompany accounts that have designated as part of the Company's investment, this effect resulted in an increase of Ch$5,113 million during 2012 (decrease of Ch$1,087 and Ch$1,845 million during 2011 and 2010).

In Chile we use hedge agreements, to protect against foreign currency risk, which has an impact on our dollar denominated raw materials needs. The mark to market of these contracts was recorded in 2012 and 2011 as other earnings and losses in the consolidated statements of income. For further information about the instruments we use to protect against foreign currency risk, see "Item 11. Quantitative and Qualitative Disclosures about Market Risk—Foreign Currency Risk."

Impact of Governmental Policies

Our business is dependent upon the economic conditions prevailing in our countries of operation. Various governmental economic, fiscal, monetary and political policies, such as those related to inflation or foreign exchange, may affect these economic conditions, and in turn may impact our business. These government policies may also affect investments by our shareholders.

For a discussion of political factors and governmental, economic, fiscal and monetary policies that could materially affect investments by U.S. shareholders as well as our operations, please refer to "Item 3. Key Information—Risk Factors" and "Item 10. Additional Information"

Results of Operations for the Years Ended December 31, 2011and 2010

	Chile		Brazil		Argentina		Total (1)	
	2011	**2010**	**2011**	**2010**	**2011**	**2010**	**2011**	**2010**
M Ch$								
Net sales	**304,948**	**295,659**	**445,693**	**407,782**	**232,223**	**185,273**	**982,864**	**888,714**
Cost of sales	(176,464)	(170,125)	(267,389)	(232,906)	(134,728)	(103,851)	(578,581)	(506,882)
Gross profit	128,484	125,534	178,304	174,876	97,495	81,422	404,283	381,832
Distribution, administrative and selling expenses[(2)]	(72,314)	(68,092)	(114,258)	(102,624)	(71,552)	(57,980)	(258,124)	(228,696)
Corporate expenses							(3,735)	(3,902)
Operating income	**56,170**	**57,442**	**64,046**	**72,252**	**25,943**	**23,442**	**142,424**	**149,234**

(4) Total does not equal the sum of all the franchise territories due to inter-country eliminations.
(5) The majority of corporate expenses were distributed in the operations.

Net Sales

Consolidated Sales Volume amounted to 501.2 million unit cases in 2011, an increase of 2.5%. Soft Drinks grew 2.3%, while the other categories of, Juices, Waters, and Beer together increased by 4.2%. Particularly, the Waters segment recorded a significant 19.6% increase.

The variations in the exchange rates of the Brazilian real and Argentine peso with respect to the Chilean peso, affect our results expressed in Chilean pesos. On average during the year and with respect to the Chilean peso, the Brazilian real devalued 0.3% resulting in a slight negative accounting effect upon translation of figures from Brazil; and the Argentine peso devalued 10.15%, resulting in a negative accounting impact over income and a positive impact over costs and expenses upon translation of figures for consolidation, in the end, having a negative accounting effect over results upon translation of figures from Argentina.

Net Sales amounted to Ch$982,864 million, a 10.6% increase mainly explained by the increase in volume and prices in the three countries. Of the consolidated net sales, soft drinks represented 84.4% in 2011, slightly lower when compared to the 85.4% in 2010.

In Chile, Sales Volume amounted to 157.8 million unit cases, a 2.3% decline, mainly explained by the 37.1% decrease in the juice segment. Due to the partial sale of Vital Jugos in Chile which occurred in January of 2011, this subsidiary no longer consolidates with Andina, therefore, 2011 volumes do not include the juice volume that Vital Jugos sold to Embonor and Polar (the other two Chilean Coca-Cola bottlers). Without considering this effect, volumes in Chile would have posted a 3.4% growth, with soft drink volumes growing 1.7% and the Juice and Water segment growing 14.9%. Regarding soft drinks, better execution in the market, allowed us to gain 10 bps of market share, thus reaching 69.2%. Our average value market share was 71.6% during 2011 compared to 71.8% in 2010. With respect to Juices and Waters, these are categories which still have low per capita consumption as compared with more developed markets, and thus have been presenting high growth rates in the last years.

Net Sales amounted to Ch$304,948 million, a 3.1% improvement, driven by higher volumes and prices, and offset by the non consolidation of Vital Jugos, which participated in 2010 in 4.5% of total revenues. Soft drink net sales in Chile amounted to Ch$255,436 million during 2011, representing a 5.9% increase regarding the previous year, principally explained by a 1.7% increase in volumes and by an increase of the average income per unit case. Net sales of juices and waters in Chile was Ch$49,512 million in 2011, showing a decrease of 9.1% from 2010. This decrease was led by a 37.1% decrease of sales volume of the juice segment, explained by the non consolidation of Vital Jugos in 2011. When considering proforma sales, juice sales would have grown 20.5%, led by a 15.1% volume increase, coupled with price increases slightly above local inflation.

In Brazil, Sales Volume amounted to 205.1 million unit cases, a 1.3% increase driven by the Juice, Water and Beer segment (+39.4%), while the soft drinks category showed a 1.9% decrease. Soft drink volumes were negatively impacted by the consumption slowdown observed in the economy during all of 2011, by higher inflation and by adverse weather conditions. Juices and Waters were positively impacted by the incorporation to our portfolio of the Matte Leão brand. Net Sales reached Ch$445,693 million (+9.3%) due to higher volumes, price adjustments in line with local inflation and a change of our product mix towards more expensive products. In year 2011, our average volume market share in the soft drink market in Brazil reached 57.4%, same figure as 2010, reflecting a strong competitive position. Our average value market share was 66.4% during 2011 compared to 67.0% in 2010.

Soft drink Net Sales in Brazil amounted to Ch$365,604 million during 2011, representing a 4.2% increase regarding the previous year, mainly explained by price adjustments that were slightly below local inflation, coupled with the decrease of 1.9% in soft drinks volumes. On the other hand, the Company's beer, water and juice operations in Brazil generated net sales in 2011 of Ch$80,089 million, representing a 40.6% increase from 2010, mainly explained by increased volumes due to the incorporation to our portfolio of the Matte Leão brand.

In Argentina, Sales Volume amounted to 138.3 million unit cases, an increase of 10.5%. Soft drinks grew 9.4% and the other categories of juices and waters together grew 29.1%. Net Sales reached Ch$232.223 million (+25.3%), explained by (i) price increases in local currency, in line with local inflation, (ii) volume increases, and (iii) the devaluation of the Argentine peso with respect to the Chilean peso. In year 2011, our average volume market share in the soft drink market in Argentina increased to 57.3% reflecting that we maintain a strong competitive position. Our average value market share was 63.4% during 2011 compared to 62.8% in 2010.

Soft drinks Net Sales in Argentina amounted to Ch$208.848 million during 2011, representing a 25.1% increase when compared to the previous year, mainly explained by higher volumes in this segment and price increases, that were in line with local inflation, in local currency. Net sales of PET packaging and juices in Argentina were Ch$23,375 million in 2011, representing an increase of 27.5% compared to 2010 resulting from the same reasons given for the increase in Soft Drinks Net Sales.

Cost of Sales

Cost of sales were Ch$578,581 million in 2011, representing 58.9% of net sales, compared to Ch$506,882 million, or 57.0% of net sales in 2010. The increase in cost of sales in 2011 was principally due to (i) significant increase in the cost of sugar per unit case in the three countries where we operate; (ii) change in the mix of products in Chile and Brazil, and (iii) increased concentrate costs in Chile and in Argentina, (iv) increased labor costs in Chile and (v) high inflation in Argentina that affects an important portion of our cost of sales.

In Chile, Cost of Sales were Ch$176,464 million in 2011, a 3.7% increase when compared to the Ch$170,125 million in 2010. The cost of sales per unit case sold reached Ch$1,118 in 2011, a 6.2% increase when compared to 2010, mainly due to (i) sugar costs per unit case that on average were approximately 16% above last year, explaining 20% of the increase in the cost of sales per unit case (ii) higher mix of distributed juice and water products in our total sales, which explains 35% of the increase in the cost of sales per unit case, (iii) an 8% increase in the concentrate cost per unit case, which explains 23% of the increase in the cost of sales per unit case, and (iv) higher labor costs due to an increase in wages and to the fact that the Company has been running two production plants simultaneously during the fourth quarter of 2011. The percentage representing cost of sales regarding net sales was 57.9% for the year 2011 and 57.5% for the year 2010.

In Brazil, Cost of Sales were Ch$267,389 million in 2011, a 14.8% increase when compared to the Ch$232,906 million in 2010. The cost of sales per unit case reached Ch$1,304 in 2011, increasing 13.4% when compared to 2010, mainly due to (i) higher mix of distributed products in our total sales, which explains 74% of the increase in the cost of sales per unit case, (ii) increased costs of PET bottles (approximately 14% higher per unit case when compared to 2010), and which explains 11% of the increase in cost of sales per unit case and (iii) sugar costs per unit case, that on average were approximately 5% higher when compared to 2010, and which explains 5% of the increase in the cost of sales per unit case. The percentage representing cost of sales regarding net sales was 60.0% for 2011 and 57.1% for the year 2010.

In Argentina, Cost of Sales were Ch$134,728 million in 2011, a 29.7% increase when compared to the Ch$103,851 million in 2010. The cost of sales per unit case reached Ch$974 in 2011, increasing 17.4% when compared to 2010, mainly due to increases in (i) sugar costs, that on average, and in local currency, were approximately 68% higher per unit case, when compared to last year, and which explains 45% of the increase in cost of sales per unit case, (ii) higher concentrate prices, due to price increases, which explains 26% of the increase in cost of sales per unit case and (iii) the 10.15% devaluation of the Argentine peso with respect to the Chilean peso, resulting in a positive accounting impact upon translation of figures from local currency to Chilean pesos. The percentage representing cost of sales regarding net sales was 58.0% during 2011 and 56.1% for the year 2010.

Gross Profit

Due to the aforementioned, gross profit in 2011 increased by 5.9%, reaching Ch$404,283 million, or 41.1% of net sales, compared to Ch$381,832 million, or 43.0% of net sales in 2010.

Distribution, Administrative and Selling Expenses

Distribution, administrative and selling expenses amounted to Ch$261,859 million in 2011, representing 26.6% of net sales for 2011, a 12.6% increase with respect to the Ch$232,598 million in 2010, that represented 26.2% of net sales for that year. SG&A expenses increased principally because of (i) higher distribution costs in the three countries where we operate, (ii) higher labor costs in Argentina and in Chile and (iii) higher inflation in Argentina.

In Chile, SG&A expenses were Ch$72,314 million in 2011, a 6.2% increase when compared to the Ch$68,092 million in 2010. This increase was mainly due to (i) distribution costs which were 14% higher than the previous year, (ii) a 12% increase in labor costs due to wage increases, hiring of third party logistic personnel, and to the fact that the Company has been running two production plants simultaneously during the fourth quarter of 2011, and (iii) higher depreciation charges (57% increase) mainly associated with the

new bottling facility. As a percentage of net sales, selling and administrative expenses were 23.7% in 2011 compared with 23.0% in 2010

In Brazil, SG&A expenses were Ch$114,258 million in 2011, a 11.3% increase when compared to the Ch$102,624 million in 2010. The main factors that explain this increase are (i) higher distribution costs, which grew 14% when compared to 2010, and (ii) higher marketing expenses, which grew 17%. As a percentage of net sales, selling and administrative expenses were 25.6% in 2011 compared with 25.2% in 2010.

In Argentina SG&A expenses were Ch$71,552 million in 2011, a 23.4% increase when compared to the Ch$57,980 million in 2010. This increase was mainly due to (i) distribution costs which were 24% higher than the previous year, due to higher volumes and local inflation, (ii) a 28% increase in labor costs due to wage increases as a result of local inflation, and (iii) higher plant to warehouse transportation costs, which increased 25%. As a percentage of net sales, selling and administrative expenses were 30.8% in 2011 compared with 31.3% in 2010.

Operating Income

As a consequence of the aforementioned, Operating Income decreased 4.6% in 2011, amounting to Ch$142,424 million, or 14.5% of net sales, compared to Ch$149,234 million, or 16.8% of net sales in 2010.

Non-operating Income (Expense), Net

The following table sets forth, for the periods indicated, the items of non-operating income (expense), net:

	For the year ended December 31,	
	2011	**2010**
	(million Ch$)	
Other income and expenses, by function and other gains and losses	(7,511)	(7,143)
Financial Income	3,182	3,376
Financial Costs	(7,235)	(7,402)
Share of income (losses) from affiliated companies and joint business that are accounted for using the equity method	2,026	2,315
Exchange rate differences	3	(222)
Profit from unit of adjustment	(1,177)	(218)
Non-operating income, net	(10,712)	(9,294)

Non-Operating Results totaled a loss of (Ch$10,712) million, which compares negatively to a loss of (Ch$9,294) million recorded during 2010. The account with greater variation is “Other income and expenses, by function and other gains and losses” which reflects a higher loss of Ch$368 million due to (i) increased provisions for contingencies relating primarily to the Brazilian operation; (ii) greater property, plant and equipment write-offs relating mainly to the construction of the new plant located in Renca; partially offset by (iii) losses registered in 2010 and not present in the year 2011 resulting from the earthquake on February 27, 2010 (iii) earnings recognized in 2011 resulting from benefits associated with tax credits from previous years recognized by Brazilian authorities (iv) earnings in the proportional sale of the affiliate Vital juices S.A. in January 2011 (v) greater earning per the update of judicial deposits (vi) lower expenses in 2011 regarding 2010 resulting from non-operating fees and donations.

Income Taxes

Income taxes in 2011 decreased 4.6% to Ch$34,685 million compared to Ch$36,340 million in 2010. The decrease is principally explained by (i) lower profits from the Brazilian operation during the year 2011 versus

the year 2010, which are partially offset by (ii) greater profits from the Argentine operation during the year 2011 versus the year 2010.

Net Income

As a result of the aforementioned, net income in 2011 was Ch$97,027 million, representing 9.9% of net sales and a decrease of 6.3% compared to net income of Ch$103,600 million in 2010.

Impact of Foreign Currency Fluctuations

In Chile we had gains of Ch$3 million in 2011 due to the revaluation of the Chilean peso, compared to a negative impact of foreign currency fluctuations in 2010 in the amount of approximately Ch$222 million, due to our low net asset position in U.S. dollars amounting to a total of approximately US$3 million.

In accordance with IFRS conversion methods, assets and liabilities from Argentina and Brazil are converted from their functional currency (Brazilian Real and Argentine Peso, respectively) to the reporting currency of the parent company (Chilean peso) at the end of period exchange rate, and income accounts at the exchange rate as of the date of the transaction or monthly average exchange rate of the month when it took place. The effects of translation are presented as comprehensive income and do not affect the results for the years ended December 31, 2011, 2010 and 2009. The translation effects due to the currency conversion undertaken for assets and liabilities in accordance with the method previously explained resulted in a decrease of other comprehensive income of Ch$2,600 during 2011 (decrease of Ch$5,171 million during 2010 and increase of Ch$6,496 million during 2009) for Brazil and an increase of other comprehensive income of Ch$635 million during 2011 (decrease of Ch$4,279 and Ch$15,428 million during 2010 and 2009 respectively) for Argentina. We also present under other comprehensive income the net effect as result of the restatement of Chilean pesos to U.S. Dollars and Brazilian Reais to U.S. dollars resulting from the update of intercompany accounts that have designated as part of the Company's investment, this effect resulted in an increase of Ch$1,087 million during 2011 (decrease of Ch$1,845 and Ch$1,355 million during 2010 and 2009).

We use hedge agreements, to protect against foreign currency risk. In 20011 and 2010 these agreements partially offset the effects of the variation of the Chilean peso exchange rate, whose results are recorded as earnings and losses in the consolidated statements of income. For further information about the instruments we use to protect against foreign currency risk, see "Item 11. Quantitative and Qualitative Disclosures about Market Risk—Foreign Currency Risk."

Impact of Governmental Policies

Our business is dependent upon the economic conditions prevailing in our countries of operation. Various governmental economic, fiscal, monetary and political policies, such as those related to inflation or foreign exchange, may affect these economic conditions, and in turn may impact our business. These government policies may also affect investments by our shareholders.

For a discussion of political factors and governmental, economic, fiscal and monetary policies that could materially affect investments by U.S. shareholders as well as our operations, please refer to "Item 3. Key Information—Risk Factors" and "Item 10. Additional Information"

5.B Liquidity and Capital Resources

Capital Resources, Treasury and Funding Policies

The products we sell are mainly paid for in cash and short term credit, and therefore our main source of financing comes from the cash flow of our operations. This cash flow has been generally sufficient to cover the investments necessary for the normal course of our business, as well as the distribution of dividends

approved by the General Shareholders' Meeting. Nevertheless, in 2012 was necessary to use banking loans to finance the acquisition of the 40% stake of Sorocaba Refrescos in Brazil for R$147 million. Also, aour net cash position diminished after the merger with Polar, mainly because Polar used to have more debt when compared to Andina's balance sheet. Should additional funding be required for future geographic expansion or other needs, the main sources of financing to consider are: (i) debt offerings in the Chilean and foreign capital markets (ii) borrowings from commercial banks, both internationally and in the local markets where we have operations; and; (iii) public equity offerings.

Certain restrictions could exist to transfer funds among our operating subsidiaries. We have transferred funds from Argentina to Chile through capital reductions in 2010, but in 2011 and 2012, all cash flow generated by the subsidiary in Argentina was reinvested in the operation. During 2010, 2011 and 2012 we received dividends from our subsidiary in Brazil. No assurance can be made that we will not face restrictions in the future regarding the distribution of dividends from our foreign subsidiaries.

Our management believes that we have access to financial resources to maintain our current operations and provide for our current capital expenditure and working capital requirements, scheduled debt payments, interest and income tax payments and dividends to shareholders. The amount and frequency of future dividends to our shareholders will be determined by the General Shareholders' Meeting upon the proposal of our board of directors in light of our earnings and financial condition at such time, and we cannot assure you that dividends will be declared in the future, except for the minimum 30% of annual profits required by Chilean law.

Our board of directors has been empowered by our shareholders to define our financing and investment policies. Our bylaws do not define a strict financing structure, nor do they limit the types of investments we may make. Traditionally, we have preferred to use our own resources to finance our investments.

Our general financing policy is that each subsidiary should finance its own operations. From this perspective, each subsidiary's management must focus on cash generation and should establish clear targets for operating income, capital expenditures and levels of working capital. These targets are reviewed on a monthly basis to ensure that their objectives are met. Should increased financing needs arise, either as a result of a cash deficit or to take advantage of market opportunities, our general policy is to prefer local financing to allow for natural hedging. If local financing conditions were not acceptable, because of costs or other constraints, Andina will provide financing, or our subsidiary could finance itself in a currency different than the local one.

Our cash surplus policy is that Andina invests any cash surplus in a portfolio of investment grade securities until such time as our board of directors makes a final decision as to the disposition of the surplus.

Derivative instruments are utilized only for business purposes, and never for speculative purposes. Forward currency contracts are used to cover the risk of local currency devaluation relative to the U.S. dollar in an amount approximately equal to our budgeted purchases of U.S. dollar-denominated raw materials. Depending on market conditions, instead of forward currency contracts, from time to time we prefer to utilize our cash surplus to purchase raw materials in advance to obtain better prices and a fixed exchange rate.

Cash Flows from Operating Activities 2012 vs Cash Flows from Operating Activities 2012

Cash flows from operating activities during 2012 amounted to Ch$188,857 million compared to Ch$138,950 million in 2011. The increase in cash flow generation came mainly from greater collections from clients partially offset by greater payments to suppliers, mainly due to the incorporation of Polar during the 4Q12. Cash flows from operating activities without considering the merger with Polar amounted to Ch$172,754 million.

Cash Flows from Operating Activities 2011 vs Cash Flows from Operating Activities 2010

Cash flows from operating activities during 2011 amounted to Ch$138,950 million compared to Ch$125,848 million in 2010. The increase in cash flow generation came mainly from greater collections from clients partially offset by greater payments to suppliers, due to greater sales volume and increased prices in line with local inflation in each country. Other operating cash flows did not vary significantly.

Cash Flows from Investing Activities 2012 vs Cash Flows from Investing Activities 2011

Cash flows for investing activities (includes purchase and sale of: property, plant and equipment; investment in associated companies; and financial investments) amounted to Ch$156,170 million in 2012 compared to Ch$89,621 million during 2012. The investment activities of Andina during 2012, without considering the effect of the merger with Polar amounted to Ch$149,334 million.

The main item of investing activities is the purchase of property, plant and equipment which went from Ch$126,931 million in 2011 to Ch$143,764 million in 2012. In 2012, and without considering the effect of the merger with Polar, Andina invested Ch$131,552 million. This figure is highly influenced by the investment in a new bottling facility in Chile. Also, during 2012 we liquidated net financial investments in the amount of Ch$13,410 million and during 2011 we liquidated net financial investments in the amount of Ch$35,938 million. However, as of December 31, 2011, we had Ch$30,480 million invested in time deposits and other short-term investments.

Finally, during 2012 was also materialized the purchase of 40% of the capital interest in Sorocaba Refrescos S.A., which resulted in a flow of investment of $33,497 million. Additionally, a capital contribution was made to subsidiary Vital Jugos S.A. for $2,380 million.

Cash Flows from Investing Activities 2011 vs Cash Flows from Investing Activities 2010

Cash flows for investing activities (includes purchase and sale of: property, plant and equipment; investment in associated companies; and financial investments) amounted to Ch$89,621 million in 2011 compared to Ch$80,504 million during 2010.

The main item of investing activities is the purchase of property, plant and equipment which went from Ch$95,462 million in 2010 to Ch$126,931 million in 2011. This figure is highly influenced by the investment in a new bottling facility in Chile. Also, during 2011 we liquidated net financial investments in the amount of Ch$35,938 million and during 2010 we liquidated net financial investments in the amount of Ch$25,590 million. However, as of December 31, 2011, we had Ch$46,959 million invested in time deposits and other short-term investments.

Finally, during 2011we carried out the sale of 43% of Vital Jugos, along with capital contributions in the associated company amounting to Ch$829 million.

During 2010 we carried out investments in Brazilian associated companies related to the iced tea and matte business, amounting to Ch$15,229 million, which was financed with own operating resources.

Cash Flows from Financing Activities 2012 vs Cash Flows from Financing Activities 2011

Our financing activities are directly related to dividend distributions to our shareholders, that record a utilization of cash resources amounting to Ch$69,766 million compared to $70,906 million during 2011, and borrowings from banks and payment of these loans, in order to finance these dividend payments and investments. Worth mentioning is that as a result of our business' seasonality, we generate greater cash flows during the summer months (December through March), therefore during the winter season we require short term financing in order to fulfill our dividend and investment commitments.

As of that date, we had available short-term credit lines in an amount equivalent to Ch$77,370million. The aggregate unused portion of such lines of credit at that date was equivalent to Ch$44,300 million. Our unused sources of liquidity include 17 lines of credit. In Chile, we had the equivalent of Ch$15,000 million in credit available from two separate lines. The unused portion of such lines of credit at that date was equivalent to Ch$7,094 million. In Brazil, we had the equivalent of Ch$14,543 million in credit available with 4 lines. The unused portion of such lines of credit at that date was equivalent to Ch$6,719 million. In Argentina, we had the equivalent of Ch$47,719 million in credit available with six lines. The unused portion of such lines of credit at that date was equivalent to Ch$30,487 million. In Paraguay, we had the equivalent of Ch$33,751 million in credit available with five lines. The unused portion of such lines of credit at that date was equivalent to Ch$32,655 million.

Cash Flows from Financing Activities 2011 vs Cash Flows from Financing Activities 2010

Our financing activities are directly related to dividend distributions to our shareholders, that record a utilization of cash resources amounting to Ch$70,906 million compared to $66,525 million during 2010, and borrowings from banks and payment of these loans, in order to finance these dividend payments and investments. Worth mentioning is that as a result of our business' seasonality, we generate greater cash flows during the summer months (December through March), therefore during the winter season we require short term financing in order to fulfill our dividend and investment commitments.

As of that date, we had available short-term credit lines in an amount equivalent to Ch$109.160 million. The aggregate unused portion of such lines of credit at that date was equivalent to Ch$87.046 million.

Our unused sources of liquidity include 14 lines of credit. In Chile, we had the equivalent of Ch$32.250 million in credit available from two separate lines. The unused portion of such lines of credit at that date was equivalent to Ch$30,025 million. In Brazil, we had the equivalent of Ch$35.806 million in credit available with 6 lines. The unused portion of such lines of credit at that date was equivalent to Ch$29,326 million. In Argentina, we had the equivalent of Ch$40,731 million in credit available with five lines. The unused portion of such lines of credit at that date was equivalent to Ch$29,326 million.

Liabilities

For the period ending December 31, 2012, our total liabilities, excluding non controlling interest, were Ch$646,231 million, representing a 102.0% increase compared to December 31, 2011. The increase in total liabilities resulted principally from increase on current and non-current financial liabilities, mainly due to the incorporation of the debt arising from the incorporation of Polar in 2012, and increases of debt arising from Andina to cover investment projects. Another item that significantly explains the increase of liabilities are deferred taxes generated by the recognition at fair value of the assets contributed by Polar. Finally, and as a result of the abovementioned merger, the balances of trade accounts payables record a significant increase caused by the greater level of operations in 2012, in relation to 2011. As of December 31, 2012, our non-current liabilities included (i) other non-current financial liabilities of Ch$173,880 million, (ii) other non-current provisions of Ch$6,423 million, (iii) deferred tax liabilities for Ch$111,415million; (iv) non-current employee benefit provisions for Ch$7,037 million; and (v) other non-current non-financial liabilities for Ch$2,106 million, totaling non-current liabilities for Ch$300,861 million during 2012 compared to Ch$123,337 million during 2011.

For the period ending December 31, 2012, our current liabilities, included (i) other current financial liabilities of Ch$106,248 million, (ii) commercial accounts and other accounts payable for Ch$184,318 million; (iii) current accounts payable to related entities for Ch$32,727 million; (iv) other current provisions for Ch$593 million; (v) current tax liabilities for Ch$1,115 million and (vi) other non financial current liabilities for Ch$20,369 million. Total current liabilities during 2012 amounted to Ch$345,370 million compared to Ch$196,644 million during 2011.

As of December 31, 2012, our bond liabilities had a weighted average interest rate of 5.25% while our bank liabilities had a weighted average interest rate of 6.23%.

Summary of Significant Debt Instruments

The following is a brief summary of our significant long-term indebtedness outstanding as of December 31, 2012:

Unsecured Notes. On October 1, 1997 we entered into an indenture pursuant to which we issued three series of bonds. One of which expired during in 2007. The indenture imposes certain restrictions on liens, sale and leaseback transactions, assets sales and subsidiary indebtedness and certain conditions in the event of merger or consolidation.

The two series of bonds issued in 1997 under this indenture are the following:

- US$100 million of 7.625% Unsecured Notes due 2027; and
- US$100 million of 7.875% Unsecured Notes due 2097.

The Company has repurchased, through our subsidiary Abisa Corp., for cash at par value the notes outstanding and the following notes were tendered:

- US$100 million of the 7.625% Unsecured Notes due 2027; and
- US$100 million of the 7.875% Notes due 2097.

During 2001, Andina completed a local bond placement in the Chilean capital markets of two series of bonds, one of which expired during 2008. The outstanding series as of December 31, 2011 is the following:

- UF 3.7 million Series B of bonds due 2026, with annual interest rate over inflation of 6.50%

Additionally, due to the merger with Polar, and as of December 31, 2012, Andina becomes creditor of two additional bond issuances placed in the Chilean market in 2010, with the following characteristics:

- UF 1.0 million Serie A of bonds, due 2017, with annual interest rate over inflation of 3.00%.
- UF 2.5 million Serie C of bonds due 2031, with annual interest rate over inflation of 4.00%.

The bond issue and placement in the Chilean market is subject to the following restrictions:

- Andina must maintain an indebtedness level wherein consolidated financial liabilities must be less than 1.20 times of Consolidated Shareholders´ Equity in the case of the Series B bond. For this purpose, Consolidated Financial Liabilities will be equal to accruing interest current liabilities, i.e (i) other current financial liabilities, plus (ii) other non-current financial liabilities. Consolidated Equity means Total Shareholders' Equity including non-controlling interest
- For series A and C, Embotelladora Andina S.A. must keep in its quarterly financial statements a level of "Net Financial Debt" not exceeding 1.5 times, measured over the figures of the consolidated financial statement. For this purpose, the level of net financial debt shall be the ratio between the net financial debt and the issuer's total equity (equity attributable to controlling owners and to non-controlling interests). Also, the term net financial debt shall mean the difference between the financial debt and the issuer's cash.
- Andina must maintain consolidated assets free of any pledge, mortgage or other encumbrances for an amount equal to at least 1.30 times the consolidated liabilities that are not guaranteed by the investee.
- For Series B, it must be kept, and under no circumstance loose, sell, assign or transfer to a third party, the geographical area currently denominated "Metropolitan Region" as a franchised territory by The Coca-Cola Company in Chile, for the elaboration, production, sale and distribution of the products and brands of the licensor, according to corresponding Bottler or License Agreement, renewable from time to time.

- For Series B, not to lose, sell, assign or transfer to a third party any other territory of Argentina or Brazil that to this date is currently franchised to the Company by TCCC for the elaboration, production, sale and distribution of products and brands of the licensor; provided that, any such areas represent more than 40% of Consolidated Operating Cash Flow of the Issuer.
- For Series A and C, not to invest in securities issued by related parties, nor perform other operations outside of the ordinary course of business with such parties, under conditions that are less favorable to the Issuer in relation to those prevailing in the market .
- For series A and C it quarterly financial statements must keep a level of "Net Financial Debt Coverage" higher than 3 times."Net Financial Debt Coverage " shall mean the ratio between issuer's EBITDA of the last 12 months and the issuer's net financial expenses (financial income less financial expenses) of the last 12 months. However, it will be understood that this restriction has been breached when said Net Financial Debt Coverage is below the level indicated above for 2 consecutive quarters.

5. C. Research and development, patents and licenses

Given the nature of the business and the support provided by TCCC as franchisor to its bottlers, the Company's research and development expenses are not meaningful. For more information on patents and licenses, see "Patents and Licenses".

5.D. Trend Information

Our results will likely continue to be influenced by changes in the level of consumer demand in the countries in which we operate, resulting from governmental economic measures that are or may be implemented in the future. Additionally, principal raw materials used in the production of soft drinks, such as sugar and resin, may experience price increases in the future. Such price increases may affect our results if we are unable to pass the cost increases on to the sales price of our products due to depressed consumer demand and/or heightened competition.

Increased competition from low-price brands is another factor that could limit our ability to grow, and thus negatively affect our results.

Finally, exchange rate fluctuations, in particular the potential devaluations relative to the U.S. dollar of local currencies in the countries in which we operate, may adversely affect our results because of the impact on the cost of U.S. dollar-denominated raw materials and the conversion of monetary assets.

5.E Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

5.F Contractual Obligations

The following table presents our contractual and comercial obligations as of December 31, 2011:

		Payments Due by Period			
			Years		
	Total	Less than 1 year	1-3 Years	3-5 Years	More than 5 Years
	(in million nominal Ch$ as of December 31, 2011)				
Debt with financial institutions	150,930	95,603	32,528	22,799	-
Bonds payable[(1)]	189,037	10,264	31,694	42,888	104,191
Operating lease obligations	11,955	4,697	2,362	4,896	-
Purchase obligations	52,859	42,450	9,839	570	
Total contractual obligations	**404,781**	**153,014**	**76,423**	**71,153**	**104,191**

(1) See Note 16 of the Notes to the Consolidated Financial Statements for additional information.

The following table presents future expirations for the remaining long-term liabilities. These expirations have been made based on accounting estimates because the liabilities do not have specific dates of future payment as allowance for severance indemnities, contingencies, and liabilities are included.

	Maturity Years			
	Total	**1-3 Years**	**3-5 Years**	**More than 5 Years**
	(in million nominal Ch$ as of December 31, 2011)			
Provisions	6,423	6,423	-	-
Other long-term liabilities	9,143	4,008	1,902	3,233
Total long term liabilities	**15,566**	**10,431**	**1,902**	**3,233**

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Pursuant to Chilean law, we are managed by a group of executive officers under the supervision of our board of directors. The Company's operations in Chile, Brazil, Argentina and Paraguay report to the Corporate Office.

As of January 1, 2013, Alejandro Feuereisen is no longer Chief Value Chain Officer.

As of January 4, 2013 Pablo Court is replaced by Alan Dunford as Chief Human Resources Officer.

Principal Officers

The following table includes information regarding our senior executives:

Name	Title	Biography
Miguel Ángel Peirano	Chief Executive Officer	Joined the Company in 2011, as Chief Executive Officer. Prior to his appointment in Andina he was President at FEMSA Cerveza Brazil from 2009 through 2011. With Coca-Cola FEMSA he held several positions: Vice-President. 2006-2008; Director of Operations in Argentina from 2003 though 2005; Commercial Director during 2002; Manufacturing Director in 2000 and Strategic Planning Director in 1999. He also worked as Assistant Manager at McKinsey & Company in 1999. Date of birth: March 22, 1959
Andrés Wainer	Chief Financial Officer	Joined the Company in 1996 as research analyst in the corporate office. In 2000 he was appointed development manager in EDASA and in 2001 he returned to the corporate office as research and development officer. In 2006 he was appointed finance and administration manager at the Chilean operation and in November 2010 he returns to the corporate office as Chief Financial Officer. Date of birth; October 15, 1970
Rodrigo Ormaechea	Chief Strategic Planning Officer	Joined the Company in 2011 as Chief Strategic Planning Officer, prior to joining Andina he held the position of projects' manager at Virtus Partners, strategic consultant at Bain & Co. in London, executive director at Uruguay Junior Achievement (NGO), relationship manager Corporate Banking and M&A at ABN AMRO Bank Uruguay and risk analyst at ABN AMRO Bank Brazil and Uruguay. Date of Birth: January 7, 1976
Jaime Cohen	Chief Legal Officer	Joined the Company in 2008, as chief legal officer. Prior to joining Andina, he held similar position at Socovesa S.A. since 2004. Prior to that he formed part of the legal division of Citibank since the year 2000. He also was an attorney at the law offices of Cruzat, Ortuzar & Mackenna, Baker & McKenzie from 1996 until 1999. He began his professional career in 1993 as lawyer at Banco de A. Edwards. Date of birth: October 14, 1967

Name	Title	Biography
Pablo Court	Chief Human Resources Officer	Joined the Company in 2008 as Chief Human Resources Officer . Prior to joining Andina he was strategic planning and human resources corporate officer at Indura S.A. from 1998. Before that he was the human resources manager of Watt's Alimentos S.A. (from 1993-2007); human resources manager of Pesquera San José S.A. (from 1989 – 1993); and human resources manager of Compañía Minera Disputada Las Condes (1986-1989). He did business consulting since 1980. Date of birth: September 22, 1956
German Garib	Chief Process and Information Officer	Joined the Company in 1998, as chief information officer. Prior to Andina, he was the marketing manager of IBM Chile. Date of birth: August 28, 1961
Alejandro A. Feuereisen	Chief Value Chain Officer	Joined the company in 1993. On January 1, 2012 he was appointed Chief Value Chain Officer at our Corporate Office. In 2010 he was appointed General Manager of our Brazilian operation. In August of 1998 he was appointed General Manager of EDASA. From September 1995 to July 1998, he served as the commercial manager of Embotelladora del Atlántico S.A. From 1993 to 1995, he was a sales manager at Andina and, from 1981 to 1992, an officer at Citibank, Santiago de Chile. During the last three years of his tenure at Citibank, he was vice president of the International Financial Institutions Group. From 1977 to 1980, he served as financial analyst at Leasing Andino S.A., a subsidiary of Banco de Chile. Date of birth: May 19, 1953
Cristián Mandiola	Chief Comercial Operations Officer	He joined the Company after the merger with Embotelladoras Coca-Cola Polar assuming the position of Commercial Operations Corporate Manager. In 1996 he joined Embotelladoras Coca-Cola Polar S.A. assuming the responsibility for planning, organizing, strategic direction and company results as Chile General Manager (1996-1998), Chile and Argentina General Manager (1998-2002), Chile, Argentina and Paraguay Executive Vice-President from August 2002 until the merger with Andina. Date of Birth: September 6, 1957.
Alan Dunford	Chief Projects Officer	He joined the Company after the merger with Embotelladoras Coca-Cola Polar assuming the position of Corporate Project Manager. In 2009 he joined Embotelladoras Coca-Cola Polar S.A. assuming the Corporate Management of Administration and Finances, to then, in 2012, assume the General Management of the Argentinean subsidiary. As of January 4, 2013, he assumed as Human Resources Corporate Manager replacing Pablo Court. Date of Birth: February 11, 1957.

Name	Title	Biography
Abel Bouchon	General Manager of Chilean Soft Drink Operation	Joined the Company in March 2009. Previously he worked for LAN during 13 years where he served as general manager of the international business from 2008 until March 2009; from 1998 until 2007, he served as commercial manager for the passenger business unit and manager of the international business unit; he started working at LAN in 1996 as manager of the domestic business unit. Prior to LAN, he worked for Booz, Allen & Hamilton, Inc. in Buenos Aires, Argentina, where he did his MBA summer internship as an associate in 1993, and then was appointed project manager from 1994 until 1995. He began his professional career in 1990 as an associate at The Chase Manhattan Bank where he worked until 1992. Date of birth : May 23, 1968
Renato Barbosa	General Manager of Rio de Janeiro Refrescos Ltda.	Joins the Company on January 1, 2012 as General Manager of our operation in Brazil. Has worked in the Coca-Cola System for 23 years, primarily as General Manager of Brasal (Coca-Cola bottling company servicing the western central part of Brazil.) He also has worked for other large companies such as McDonald's and Banco do Brasil. Date of birth: January 14, 1960
José Luis Solorzano	General Manager of Embotelladora del Atlántico S.A.	Joined the Company in 2003, where he served in various managerial positions in the commercial area, passing through the management of key accounts sales, traditional channel sales management, and management of marketing and commercial areas. Since March of the year 2010 he took over as general manager of Andina's Argentine operations. Prior to his arrival at Andina, he worked as marketing manager, plant manager and business manager of Coca-Cola Polar, for five years. Before his incorporation to the Coca-Cola bottier system, he worked at Malloa. Date of birth: October 9, 1970

Board of Directors

In accordance with our current bylaws, the board of directors must consist of fourteen directors. The directors may or may not be shareholders and are elected for a term of three years subject to indefinite re-election. All members of the board of directors are nominated and elected every three years by and during the ordinary annual shareholders' meeting. Cumulative voting is permitted for the election of directors.

In the event of a vacancy, the board of directors may appoint a replacement to fill the vacancy, and the entire board of directors must be elected or re-elected at the next regularly scheduled shareholders' meeting.

The majority shareholders' agreement for the election of directors is contained in the Agreement and further explained on Item 7 "Major Shareholders and Related Companies". In addition, pursuant to the terms and conditions of the Deposit Agreement, if no instructions are received by The Bank of New York Mellon, as depositary, it shall give a discretionary proxy to a person designated by the chairman of the board of directors of Embotelladora Andina with respect to the shares or other deposited securities that represent the ADRs.

As of December 31, 2012, our board of directors consisted of the following directors:

Name	Title	Information
Series A		
Juan Claro	Chairman of the Board of Directors	Has been a member of the board of directors since April 2004. Principal occupation: Entrepreneur and company directorships Other directorships: Chairman of Embotelladora Andina, Energía Andina Energía Covanco and Energía Llaima. Director of Entel, Antofagasta Minerals, Antofagasta Plc, Pesquera Friosur., Melon S.A and Agrosuper. Date of birth: November 7, 1950
Eduardo Chadwick Claro	Vice Chairman of the Board of Directors	Has been a member of the board of directors since June 2012. Principal occupation: Entrepreneur and company directorships Other directorships:Viña Errazuriz, Empresas Penta, MaltexcoS.A., Ebema and Vinos de Chile. Date of birth: March 20, 1962
Arturo Majlis	Director	Has been a member of the board of directors since April 1997. Principal occupation: Principal partner of the law offices of Grasty, Quintana, Majlis y Compañía Other directorships: Asesorías e Inversiones Til Til S.A.; Asesorias e Inversiones MJS Ltda., Banchile Seguros de Vida, Seguros Orion and Mathiesen Group. Date of birth: April 7, 1962
José Antonio Garcés, Jr.	Director	Has been a member of the board of directors since April 1992. Principal occupation: General manager of Inversiones San Andrés Ltda. Other directorships: Banco Consorcio, Banvida S.A.; Inmobiliaria FFV S.A., Fundación Paternitas, Viña Montes, Viña Garcés Silva Ltda., and USEC. Date of birth: March 1, 1966
Gonzalo Said [(1)]	Director	Has been a member of the board of directors since April 1993. Principal occupation: General manager and director of Newport Ltda. Other directorships: Banco BBVA, Director Grupo Sid Handal, Member of the "Circle of Finance" of ICARE, Participates in the Board of Universidad Finnis Terrae. Date of birth: October 16, 1964
Salvador Said [(1)]	Director	Has been a member of the board of directors since April 1992. Principal occupation: Director of Said Holding Group Other directorships: Cruz Blanca Salud S.A., Isapre Cruz Blanca S.A., , Parque Arauco S.A., Edelpa S.A., BBVA Chile and Endeavor Chile. Date of birth: September 16, 1964
Brian J.Smith	Director	Has been a member of the board of directors since April 2009. Principal occupation: President Coca-Cola de Mexico Other directorships: Embotelladoras Coca-Cola Polar S.A. Date of birth: December 10, 1955

Name	Title	Information
Gonzalo Parot [2]	Director	Has been a member of the board of directors since April 2009. Principal occupation: Engineer and economist, Principal Partner and CEO at Elex Consulting Group Other directorships: Kitchen Center S.A., Kitchen Center Perú S.A., and Inmobiliaria Elex. Date of birth: September 14, 1952
Enrique Cibié [2]	Director	Has been a member of the board of directors since April 2012. Principal occupation: Company directorships Other directorships: Endesa, Masisa, Terramater and The Grange School. Date of birth: July 17, 1953
José de Gregorio	Director	Has been a member of the Board since June 2012. Principal occupation: Professor at Universidad de Chile Other directorships: Compañía Sudamericana de Vapores; Intervial S.A. and Ruta del Maipo S.A. Date of birth: August 17, 1959
Juan Andrés Fontaine	Director	Has been a member of the Board since June 2012. Principal occupation: Consultancy and company directorships Other directorships: Bolsa de Comercio de Santiago (Santiago Stock Exchange) Date of birth: May 21, 1954
Franz Alscher	Director	Has been a member of the Board since June 2012. Principal occupation: Vice President of Finance for Latin America, The Coca-Cola Company Other directorships: None Date of birth: November 27, 1963
Series B Ricardo Vontobel	Director	Has been a member of the Board since June 2012. Principal occupation: General Manager of Vonpar S.A. Other directorships: Vonpar S.A. Date of birth: September 16, 1959
Mariano Rossi	Director	Has been a member of the Board since June 2012. Principal occupation: Consultancies Other directorships: None Date of birth: January 22, 1966

[1] *Salvador Said is the cousin of Gonzalo Said.*

[2] *Independent from controlling shareholder pursuant to Article 50 bis, paragraph 6 of the Chilean Public Company Law N° 18,046.*

B. Compensation

Compensation of Principal Officers

The Company does not have any incentive plans other than salaries. The compensation system is a mixed one, composed by a base salary and participation, which are in accordance with each market and the

competitive conditions of each one. For General Managers it also considers use of cash flow versus the budget and market share versus the established goals. Amounts are different depending on each officer, position and/or responsibility, but it is applicable to all of the Company. For the year ended December 31, 2012, compensation paid out to the principal officers of Embotelladora Andina S.A. amounted to Ch$5,235 million (Ch$5,663 million in 2011). Of the Ch$5,235 million paid to the main officers of Embotelladora Andina S.A., the variable portion was 35.5% and for the period ended December 31, 2011 the variable portion was 42%. There were not severance payments to former managers or former principal officers for the period ended December 31, 20112.

We do not make available to the public information as to the compensation of our executive officers on an individual basis, as disclosure of such information is not required under Chilean law.

Compensation of Directors

Directors receive an annual fee for attendance to meetings of the board of directors and committees. The amounts paid to each director for attendance at board meetings varies in accordance with the position held and the period of time during which such position is held. Total compensation paid to each director or alternate director during 2012, which was approved by our shareholders, was as follows:

2012	Directors' Compensation ThCh$	Executive Committee ThCh$	Directors' Committee ThCh$	Audit Committee ThCh$	Total ThCh$
Juan Claro González	144,000	-	-	-	144,000
Arturo Majlis Albala	72,000	72,000	12,000	12,000	168,000
Gonzalo Said Handal	72,000	72,000	-	-	144,000
Jose Antonio Garcés Silva (Hijo)	72,000	72,000	-	-	144,000
Salvador Said Somavía	72,000	72,000	7,000	7,000	158,000
Eduardo Chadwick Claro	33,000	33,000	-	-	66,000
Brian J. Smith	72,000	-	-	-	72,000
Gonzalo Parot Palma	56,000	-	8,000	8,000	72,000
Enrique Andrés Cibie Bluth	40,000	-	5,000	5,000	50,000
José Fernando De Gregorio Gregorio	36,000	-	-	-	36,000
Juan Andrés Fontaine Talavera	36,000	-	-	-	36,000
Franz Alscher	36,000	-	-	-	36,000
Ricardo Vontobel	36,000	-	-	-	36,000
Mariano Rossi	36,000	-	-	-	36,000
Heriberto Urzúa Sánchez	24,000	-	4,000	4,000	32,000
Ernesto Bertelsen Repetto	12,000	-	-	-	12,000
José Domingo Eluchans Urenda	12,000	-	-	-	12,000
Cristian Alliende Arriagada	12,000	-	-	-	12,000
Patricio Parodi Gil	12,000	-	-	-	12,000
Jorge Hurtado Garreton	12,000	-	-	-	12,000
José María Eyzaguirre Baeza	12,000	-	-	-	12,000

Total Gross Amounts	**909,000**	**321,000**	**36,000**	**36,000**	**1,302,000**

For the year that ended on December 31, 2011, the aggregate amount of compensation we paid to all directors and executive officers as a group was Ch$6,537 million of which Ch$5,235 million was paid to our executive officers. We do not disclose to our shareholders or otherwise make available to the public information as to the compensation of our executive officers on an individual basis. We do not maintain any pension or retirement programs for our directors or executive officers. See "—Employees."

C. Board Practices

Our board of directors has regularly scheduled meetings at least once a month, and extraordinary meetings are convened when called by the chairman or when requested by one or more directors. The quorum for a meeting of the board of directors is established by the presence of an absolute majority of its directors. Resolutions are passed by the affirmative vote of an absolute majority of those directors present at the meeting, with the chairman determining the outcome of any tie vote.

Executive Committee

The Company's Board of Directors is counseled by an Executive Committee that proposes Company policies and is currently comprised by the following Directors: Mr. Arturo Majlis Albala, Mr. José Antonio Garcés Silva (junior), Mr. Gonzalo Said Handal, Eduardo Chadwick Claro and Mr. Salvador Said Somavía, who were elected during ordinary Board Session N°1,078 held July 31, 2012. It is also comprised by the Chairman of the Board, Mr. Juan Claro González and by the Chief Executive Officer of the Company who participate by own right. This committee meets permanently throughout the year and normally holds three or four monthly sessions.

Directors' Committee

Pursuant to Article 50 bis of Chilean Company Law N°18,046 and in accordance to the dispositions of Circular N°1956 and Circular N°560 of the Chilean Superintendence of Securities and Insurance, a new Directors' Committee was elected during Board Session N°1078 dated July 31, 2012, applying the same election criteria set forth by Circular N°1956. Mr. Gonzalo Parot Palma (as Committee Chairman), Mr. Arturo Majlis Albala, and Mr. Enrique Cibie Bluth comprise the Committee.

The duties developed by this Committee during 2012, following the same categorization of faculties and responsibilities established by Article 50 bis of Company Law N°18,046 were the following:

- Examine the reports of external auditors, of the balance sheets and other financial statements, presented by the administrators or liquidators of the Company to the shareholders, and to take a position on such reports before they are presented to shareholders for their approval. In 2012 these matters were addressed during Sessions: N°106 on January 31; N°110 on May 29; N°112 on July 31; and N°116 on November 19.
- Propose names of External Auditors and Private Rating Agencies, accordingly to the Board of Directors that will then be proposed to the Shareholders' Meeting. This matter was addressed during Session N°108 on March 27, 2012.
- Examine information regarding the operations referred to by Title XVI of Law N°18,046 and report on these operations. For detailed information regarding these operations, please refer to the table on Note 11 of the Consolidated Financial Statements included in this annual report. In 2012 these matters were addressed during Sessions: N°110 on May 29; N°115 on October 29; and N°116 on November 19.

- Examine the salary systems and compensation plans of managers, principal officers and employees. During 2012, the Committee was informed about the changes of company officers and of the new guidelines for salary and compensation plans. In addition, Company management informed the Committee that it is studying a new compensation system to be analyzed, approved and implemented during the year 2013. During January 2013 session, the Committee received and revised a report regarding Coca-Cola Andina's salary and compensation system.
- Report to the Board of Directors whether it is convenient or not to hire an external auditing Company to render services that do not form part of the external audit, when they are not forbidden in accordance to article 242 of Chilean Law N°18,045, in that the nature of those services may generate a risk of loss of independence. In 2012 this matter was addressed during Sessions N°106 on January 31; Nº 110 on May 29; Nº111 on June 25; Nº112 on July 31; and Nº115 on October 29.
- All other matters required by Company bylaws or that may be required by the Shareholders' Meeting or by the Board of Directors. During 2012, the following matters were addressed:
    - Review anonymous reports: During Sessions: N°106 on January 31; N°107 on February 28; N°108 on March 27; N°109 on April 26; N°110 on May 29; N°111 on June 25; N°112 on July 31: N°113 on August 17; N°114 on September 24; N°115 on October 29; N°116 on November 19; and N°114 on December 17.
    - Review and approve Annual Report: Session N°108 on March 27.
    - Review and approve 20F and fulfill Rule 404 of the Sarbanes- Oxley Act: Sessions N°108 on March 27; N°109 on April 26; and N°116 on November 19.
    - Review lawsuits and contingencies: During Session N°112 on July 31.
    - Approve Audit Committee budget: Session N°108 on March 27.
    - Review pending legal proceedings: Session N°112 on July 31.

      Review Internal Audit reports: Sessions N°109 on April 26; N°113 on August 17; N°115 on October 29; and N°116 on November 19.

The main expenses incurred by the Directors' Committee have been those resulting from counseling and research. During 2012 these expenses amounted to Ch$8.1 million.

Sarbanes-Oxley Audit Committee

In accordance with NYSE and SEC requirements regarding compliance with the Sarbanes-Oxley Act, the Board of Directors established the first Audit Committee on July 26, 2005. This Audit Committee is renewed every year. During Board Session N°1078 dated July 31, 2012, Mr. Gonzalo Parot Palma, Mr. Arturo Majlis Albala, and Mr. Enrique Cibié Bluth were elected as members of the Audit Committee. It was determined that Mr. Gonzalo Parot Palma and Mr. Enrique Cibié Bluth complied with the independence standards set forth in the Sarbanes-Oxley Act, SEC and NYSE regulations. Mr. Enrique Cibié Bluth has been appointed by the Board of Directors as the financial expert in accordance with the definitions of the listing standards of the NYSE and the Sarbanes-Oxley Act.

The resolutions, agreements and organization of the Audit Committee are governed by the rules relating to Board Meetings and to the Company's Directors' Committee. Since its creation, the sessions of the Audit Committee have been held with the Directors' Committee, since some of the functions are very similar and the members of both of these Committees are the same.

The Audit Committee Charter defines the duties and responsibilities of this Committee. The Audit Committee is responsible for analyzing the Company's financial statements; supporting the financial supervision and rendering of accounts; ensuring management's development of reliable internal controls; ensuring compliance by the audit department and external auditors of their respective roles; and reviewing auditing practices.

The main expenses incurred by the Audit Committee have been those resulting from counseling on tax matters. During 2011 these expenses amounted to Ch$17.1 million.

6.D Employees

On December 31, 2012, we had 11,984 employees, including 3,148 in Chile, 4,403 in Brazil, and 3,189 in Argentina and 1,244 in Paraguay. Of these employees, 332 were temporary employees in Chile, 122 were temporary employees in Chile and 578 in Argentina. During the South American summer, it is customary for us to increase the number of employees in order to meet peak demand.

On December 31, 2012, 1,485; 286; 2,284 and 257 of our employees in Chile, Brazil, Argentina and Paraguay, respectively, were members of unions.

The following table represents a breakdown of our employees for the years ended December 31, 2012, and 2011:

	2012											
	Chile			Brazil			Argentina			Paraguay		
	Total	Union	Non-Union	Total	Union	Non-Union	Total	Union	Non-Union	Total	Union	Non-Union
Executives	69	-	69	66	3	63	109	-	109	24	-	109
Technicians and professionals	1,040	388	652	2,537	236	2,301	637	29	608	1019	201	818
Workers	1,707	1,083	624	1,800	47	1,753	1,865	1,684	181	79	56	23
Temporary Workers	332	14	318	-	-	-	578	571	7	122	0	122
Total	3,148	1,485	1,663	4,403	286	4,117	3,189	2,284	905	1,244	257	987

	2011								
	Chile			Brasil			Argentina		
	Total	Union	Non-Union	Total	Union	Non-Union	Total	Union	Non-Union
Executives	42	-	42	79	2	77	85	-	85
Technicians and professionals	650	315	335	1,451	247	1,204	349	6	343
Workers	716	639	77	1,317	52	1,265	1,115	966	149
Temporary Workers	324	-	324	-	-	-	343	337	6
Total	1,732	954	778	2,847	301	2,546	1,892	1,309	583

Management believes that is has good relations with its employees.

In Chile we continue to make provisions for severance indemnities in accordance with our collective bargaining agreements and labor legislations, in the amount of one month's salary for every year of employment subject to certain restrictions. In addition, we complement our employees' contribution to our health insurance system, thus decreasing health costs for the employees' families. Employees are required to contribute funds for financing pension funds, which are mainly managed by private entities.

In Chile, 52.1% of employees with indefinite work contracts are members of labor unions. The following collective bargaining agreements are in effect as of December 31, 2012: (i) with Labor Union N° 1, that mainly represents workers from the Bottling area, from December 1, 2010 to November 30, 2015; (ii) with Labor Union N°2, that mainly represents personel from the areas of management, logistics and operations specialists from June 1, 2011 to June 31, 2015; (iii) with Labor Union N°3 that mainly represents sales force employees from May 1st, 2010 to April 31, 2014; (iv) with the new salesforce negotiating group from June 1, 2010 to May 31, 2013; (v) with Labor Union TAR, that represents workers from the distribution area from July 1, 2012 to June 30, 2014; (vi) with the *picking* area workers from the Distribution Centers in Puente Alto, Maipú, Rancagua and San Antonio from September 1, 2010 to August 31, 2014; and with the *picking* area workers from the Venecia, Renca and Carlos Valdovinos branches, from March 2011, to February 28, 2015 and (viii) collective agreement with a group of workers in the area of operations of the new plant Renca, effective as from October 1, 2011, until June 30, 2015.

Also, due to the merger the unions and collective agreements executed by Andina in Regions were also included. The ones in full force and effect as of December 31, 2012 in Coquimbo are: (ix) Collective bargaining agreement executed with Union No. 1, mainly integrated by workers in the production area, effective from March 1, 2010 until February 28, 2013; (x) Collective bargaining agreement with National Union No. 1, which represents part of the Administration employees and vendors, effective from January 1, 2011 until December 31, 2013; (xi) Collective bargaining agreement executed with a negotiating

group of replenishers, effective from September 1, 2010 until June 30, 2013; (xii) Collective bargaining agreement executed with vendors from the base area, effective from June 1, 2011 until May 1, 2014; (xiii) Collective bargaining agreement executed with Administration employees, effective from February 1, 2011 until July 31, 2013; (xiv) Collective bargaining agreement executed with a negotiating group of Administration employees, effective from January 1, 2012 until January 31, 2014; (xv) Collective bargaining agreement executed with mostly transportation workers, effective from July 1, 2011 until June 30, 2014, and (xvi) Collective bargaining agreement executed with a negotiating group of transportation employees, effective from May 1, 2012 to April 30, 2014. The collective bargaining agreements in full force and effect as of December 31, 2012 in Antofagasta are: (xvii) Collective bargaining agreement executed with Union No. 1, integrated mainly by workers from the production area, effective from May 1, 2012 until April 30, 2014; (xviii) Collective bargaining agreement executed with Union No. 2 that represents a negotiating group employees from different areas, effective from November 27, 2011 until November 26, 2013, (xix) Collective bargaining agreement execute with a negotiation group of vendors, effective from December 1, 2010 until November 30, 2013, (xx) Collective bargaining agreement executed with transportation employees in the base zone, effective from May 4, 2012 to May 4, 2014 and (xxi) Collective bargaining agreement executed with transportation employees of Calama, effective from September 1, 2010 until September 30, 2013. Finally, collective bargaining agreements in full force and effect from December 31, 2012 in Punta Arenas are; (xxii) Collective bargaining agreement executed with Operario Unit, which mainly represents works from the production area, effective from August 1, 2011 until July 31, 2013; (xxiii) Collective bargaining agreement executed with the administration staff, effective from January 1, 2012 until December 31, 2013 and (xxiv) Collective bargaining agreement executed with transportation workers, effective from December 1, 2011 until November 30, 2013.

Chilean Law 20,123 (regulates Subcontracting employment) beginning January 16, 2007. The most significant aspects are the following: (i) amendment on the responsibility that the main company formerly had with the workers of its contractors. The main company shared responsibility regarding labor and social security obligations that can affect contractors and subcontractors favoring the workers of the contractors and subcontractors, expressly including the corresponding legal indemnities pursuant to termination of the labor relation of the workers assigned to the services. Nevertheless, this responsibility could be supplementary if the main company exerts information and retention rights in accordance to the law; (ii) an obligation is established for the main company in the sense of adopting necessary measures to effectively protect the life and health of all workers who perform duties for the company, at any of the company's locations; (iii) creation of the concept "temporary services companies" (EST for its meaning in Spanish-*Empresa de Servicios Transitorios*) that are solely and exclusively dedicated to providing workers to third parties as temporary workers for other companies; as well as selection, qualification and formation of workers and other activities within the scope of human resources; and (iv) jurisdictional faculties are granted to *la Direccion del Trabajo* by which resolutions of this organism could be appealed before the respective Court of Appeals. In 2009, Andina implemented different actions to assure a proactive fulfillment of the new law, among other actions, the Company incorporated a group of contractor workers, as company employees, updating service agreements and implementing a Labor Audit system with contractor companies. A Contractor Regulation was established along with an internal procedure for the hiring of contractors, which must be fulfilled permanently, and must include a process of pre-qualification and a compliance assessment.

In Brazil, 6.5% of employees are members of labor unions. Collective bargaining agreements are negotiated on an industry-wide basis, although companies can negotiate special terms for their affiliates that apply to all employees in each jurisdiction where companies have a plant. Collective bargaining agreements are generally binding for one year.

With respect to Andina Brazil, there are eight collective bargaining agreements currently in force. Six agreements for employees in the State of Rio de Janeiro; (i) the Soft Drink Industry Employees' Union agreement from July 1, 2012 to June 30, 2013; (ii) the Sales Force Union agreement from October 1, 2012 to September 30, 2013; (iii) the "Stack Machine" Operator Union agreement from May 1, 2012 to April 30, 2013; (iv) the Driver and Helper of the Lagos Region Union agreement from May 1, 2012 through April 30, 2013; (v) Collective bargaining agreement executed with the Drivers and Nova Iguaçu Helpers affective from May 1, 2012 until April 30, 2013, and (vi) Collective bargaining agreement executed with Drivers and São Gonçalo helpers effective form May 1, 2012 until April 30, 2013.. Two agreements for employees in the

State of Espírito Santo: (i) the Nourishment Union agreement from July 1, 2012 to June 30, 2013; (ii) the Sales Force Union agreement from December 1, 2012 to November 30, 2013. These agreements do not require us to increase wages on a collective basis. Selected increases were granted, however, mainly in the manufacturing area. We provide benefits to our employees according to the relevant legislation and to the collective bargaining agreements. Andina Brazil experienced its most recent work stoppages in January and October 1990, for eight days in each instance.

In Argentina, 71.6% of EDASA's employees are parties to collective bargaining agreements and are represented by local workers' unions associated with a national federation of unions. The Argentine Chamber of Non-Alcoholic Beverages of the Argentine Republic (*Cámara Argentina de Industria de Bebidas sin Alcohol de la República Argentina* (the "Chamber") and the Argentine Workers Federation of Carbonated Water (*Federación Argentina de Trabajadores de Aguas Gaseosas)* (the "Federation") are parties to a collective bargaining agreement that began July 29, 2008. On November 21, 2011, the Chamber and the Federation entered into a new collective bargaining agreement establishing new salaries, new non salary benefits and a new complementary regulation on company contributions.

Argentine law requires severance payments upon dismissal without cause in an amount at least equal to an average of one-month's wages for each year of employment or a fraction thereof if employed longer than three months. Severance payments are subject to maximum and minimum amounts fixed by legislations and jurisprudence of the Justice Supreme Court of Argentina.

At the end of 2008 Congress sanctioned Law N° 26,425 by which beginning 2009, private pension funds were eliminated instructing that all employee contributions must be destined to the government social security system, Most of the health system in the Argentine territory is run by the unions through contributions from union and non-union employees.

In Paraguay, 20.5% of PARESA's employees are members of labor unions. Collective bargaining agreements are negotiated with the company (Coca-Cola Paresa Paraguay). Unions can negotiate special terms for their members, which are applicable to all employees. Collective bargaining agreements generally have a two year term of duration.

Collective bargaining agreements that are currently in force are: (1) Collective bargaining agreement executed with *Sindicato Autentico de Trabajadores de Paraguay Refrescos* effective from June 16, 2011 to June 15, 2013; and (2) Sindicato de Empleados de Paraguay Refrescos effective from November 9, 2012 to May 3, 2014.

6.E. Share Ownership of Directors, Members of the Directors' Committee and Senior Executives

The following table sets forth the amount and percentage of our shares beneficially owned by our directors, members of the Directors' Committee and senior executives as of December 31, 2012

	Series A						Series B					
	Beneficial Owner	% Class	Direct Owner	% Class	Indirect Owner	% Class	Beneficial Owner	% Class	Direct Owner	% Class	Indirect Owner	% Class
Shareholder												
José Antonio Garcés Silva (junior)	—	—	—	—	52,987,375	11.19	—	—	—	—	25,728,183	5.43
Arturo Majlis Albala	—	—	—	—	2,150	0.0006	—	—	5,220	0.0014	—	—
Salvador Said Somavía	—	—	—	—	52,987,375	11.19	—	—	—	—	49,700,463	10.50
Gonzalo Said Handal	—	—	—	—	52,987,375	11.19	11,761,462	3.094	—	—	37,914,463	8.018
Eduardo Chadwick Claro					52,987,375	11.19					52,989,382	11.19

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table sets forth certain information concerning beneficial ownership of our capital stock at December 31, 2012, with respect to the principal shareholders known to us who maintain at least a 5% beneficial ownership in our shares and with respect to all of our directors and executive officers as a group:

	Series A		Series B	
Shareholder	**Shares**	**% Class**	**Shares**	**% Class**
Controlling Shareholders [(1)]	261,955,178	55.3	214,258,566	45.3
The Bank of New York Mellon[(2)]	9,073,560	1.9	50,263,248	10.62
The Coca-Cola Company, directly or through subsidiaries	69,348,241	14.65	69,348,241	14.65
AFPs as a group (Chilean pension funds)	42,776,601	9.04	1,425,912	0.6
Principal foreign mutual funds as a group	58,025,352	0.081	79,959,878	0.059
Executive officers as a group	184,066	0.038	180,430	0.038
Directors as a group[(3)]	211,955,657	44.78	166,332,491	35.14

(1) *Embotelladora Andina´s Controlling Shareholders is comprised by: Inversiones Freire S.A., Inversiones Freire Alfa S.A., Inversiones Freire Beta S.A., Inversiones Freire Gamma S.A. and Inversiones Freire Delta S.A.; Inversiones Freire Dos S.A., Inversiones Freire Dos Alfa S.A., Inversiones Freire Dos Beta S.A., Inversiones Freire Dos Gamma S.A. e Inversiones Freire Dos Delta S.A., and Inversiones Los Aromos Limitada. For more information on the Controlling Shareholders please refer to page 114 of the Company's 2012 Annual Report available on the Company's website: www.embotelladoraandina.com.*

(2) *Acting as depositary for the ADRs.*

(3) *Represents shares to which Mr. Gonzalo Said Handal, Mr. José Antonio Garcés Silva (junior), Mr. Salvador Said Somavía, Mr. Eduardo Chadwick Claro and Mr. Arturo Majlis Albala would claim direct and indirect.*

The Controlling Shareholders act pursuant to an agreement among partners (the "Agreement"). The Agreement establishes that the controlling group will jointly exercise the control of Andina in order to assure most of the votes at shareholders' meetings and board sessions.

The Agreement contemplates as general rule a majority of four of the five parties, except for the following matters that will require unanimity:

(i) new businesses different from the current line of business (unless related to "ready to drink products" or products under a Coca-Cola franchise); (ii) amendment of the number of directors; (iii) series of shares ; (iv) split or merger (v) capital increases (subject to certain debt thresholds); and (vi) the joint acquisition of Andina's Series A shares. The Agreement has an indefinite duration. On the other hand, and subject to the fulfillment of the rules under Title XXV of the Chilean Securities Law, sales options are established in the Agreement for each party with respect to the other at market price plus a premium of 9.9% and 25%, with a 30-day exercise period in June of each year, and in June 2017 and June 2027 respectively; and a 30 day right of first option purchase is set, if at least one of the parties decides to sell.

In connection with TCCC's investment in Andina, TCCC and the Controlling Shareholders entered into a Shareholders' Agreement dated June 25, 2012 (the "Amended and Restated Shareholders Agreement or Shareholders' Agreement"-incorporated as Exhibit to the Form 20F), providing for certain restrictions on the transfer of shares of Andina's capital stock by the Coca-Cola Shareholders and the Controlling Shareholders. Specifically, the Controlling Shareholders are restricted from transferring its Series A shares without the prior authorization of TCCC. The Shareholders' Agreement also provides for certain corporate governance matters, including the right of the Coca-Cola shareholders to elect two members of our board of directors so long as

TCCC and its subsidiaries collectively own, in aggregate, certain percentage of the Series A shares. In addition, in related agreements, the Controlling Shareholders granted TCCC an option, exercisable upon the occurrence of certain changes in the beneficial ownership of the Controlling Group, to acquire 100% of the Series A shares held by the Controlling Group at a price and in accordance with procedures established in such agreements

B. Related Party Transactions

In the ordinary course of our business, we engage in a variety of transactions with certain of our affiliates and related parties. Financial information concerning these transactions is set forth in Note 11.3 to our Consolidated Financial Statements and were carried out under the following conditions: (i) they were previously approved by the Company's Board of Directors, with the abstainment of the director involved in the corresponding case; (ii) the purpose of these transactions was to contribute to the Company's interest; and (iii) they were consistent to the prevailing market price, terms and conditions at the time of their aproval . Our Directors' Committee is charged with evaluating transactions with related parties and to report on these transactions to the full board of directors. See "Item 6. Directors, Senior Management and Employees—Directors' Committee."

Our management believes, to the best of its knowledge, it has complied, in all material respects with the Chilean Public Company law regarding to the transactions with related parties in full force and effect at December 31, 2012. There can be no assurance, however, that these regulations will not be modified in the future.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

See "Item 18 —Financial Statements" for our Consolidated Financial Statements filed as part of this annual report.

Contingencies

We are party to certain legal proceedings that have arisen during the normal course of business, and we believe none of them are likely to have a material adverse effect on our financial condition. In accordance with accounting principles, the provisions regarding legal proceedings must be recorded if said procedures are reasonably probable to be resolved against the Company.

The following table represents accounting provisions made as of December 31, 2012 and 2011, for potential loss contingencies stemming from labor, tax, commercial and other litigation faced by our Company:

	For the period ended December 31,	
	2011	**2010**
	Million Ch$	**Million Ch$**
Chile	123	58
Brazil	5,098	6,871
Argentina	1,600	1,042

Dividend Policy

Pursuant to Chilean law, we must distribute cash dividends equal to at least 30% of our annual net income, calculated in accordance with IFRS, unless otherwise provided for by a unanimous vote of the Series A shareholders. If there is no net income in a given year, we are not legally required to distribute dividends from accumulated earnings. At the annual meeting of shareholders held in April 2012, the shareholders authorized the board of directors to distribute, at its discretion, interim dividends during 2012 and beginnings of 2013.

During 2010, 2011 and 2012 the respective shareholders' meetings approved additional dividend payments to be paid from retained earnings fund in light of significant cash generation. There can be no assurance that these additional dividend payments will be available in the future.

The following table sets forth the nominal amount in Chilean pesos of dividends declared and paid per share each year and the U.S. dollar amounts paid to ADR holders, on each of the respective payment dates:

			Series A		Series B	
Year	Date Dividend Paid	Fiscal year with respect to which dividend was declared	Ch$ per share (nominal)	US$ per ADR	Ch$ per share (nominal)	US$ per ADR
2012	23-Jan	2011	8.50	0.01742	9.35	0.01916
	11-May	2011	10.97	0.02256	12.067	0.02481
	31-May	Retained Earnings	24.30	0.04692	26.730	0.05161
	31-Oct	2012	12.240	0.0255	13.460	0.02805
	27-Dec	2012	24.480	0.0511	26.930	0.05621
2011	27-Jan	2010	8.50	0.01734	9.35	0.01907
	12-May	2010	13.44	0.02870	14.784	0.03157
	26-Jul	Retained Earnings	50	0.10811	55	0.11892
	26-Jul	2011	8.50	0.01838	9.35	0.02022
	27-Oct	2011	8.50	0.01696	9.35	0.01866
2010	28-Jan	2009	7.00	0.01344	7.70	0.01479
	28-Apr	2009	11.70	0.02239	12.87	0.02462
	18-May	Retained Earnings	50.00	0.09283	55.00	0.10212
	27-jul	2010	8.50	0.01635	9.35	0.01799
	27-oct	2010	8.50	0.01731	9.35	0.01904

B. Significant Changes since the Annual Financial Statements

Not applicable.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Shares of Andina's common stock trade in Chile on the *Bolsa de Comercio de Santiago*, the *Bolsa de Valores Electrónica* and the *Bolsa de Valores de Valparaíso*. Also shares of Andina's common stock have traded in the United States on the New York Stock Exchange ("NYSE") since July 14, 1994 in the form of

ADRs, which represent six shares of common stock. The Depositary for the ADRs is The Bank of New York Mellon.

The table below shows the high and low daily closing prices of the common stock in Chilean pesos and the trading volume of the common stock on the Santiago Stock Exchange for the periods indicated. It also shows the high and low daily closing prices of the ADRs and the volume traded in the NYSE.

		Share Volume (in thousands)		**Ch$ per Share**			
		Series A	**Series B**	**Series A**		**Series B**	
				High	**Low**	**High**	**Low**
	2010	15,196	110,049	2,072	1,282	2,501	1,621
	2011						
1st Quarter		15,153	23,597	2,120	1,749	2,521	1,985
2nd Quarter		9,429	19,655	2,000	1,828	2,336	2,150
3rd Quarter		10,555	19,600	2,000	1,600	2,300	1,780
4th Quarter		3,279	16,748	1,940	1,765	2,400	1,999
	2012						
1st Quarter		10,809	20,786	2,300	1,847	2,780	2,220
2nd Quarter		13,897	19,454	2,350	2,135	2,800	2,552
3rd Quarter		10,339	23,451	2,300	2,090	2,835	2,440
4th Quarter		10,832	59,746	2,550	2,220	3,155	2,728
Last six months:							
oct-12		3,675	13,408	2,550	2,220	3,155	2,728
nov-12		4,156	27,602	2,540	2,375	3,100	2,991
Dec-12		3,001	18,737	2,460	2,375	3,100	2,950
Jan-13		2,921	4,144	2,440	2,312	3,140	2,960
feb-13		1,575	6,185	2,585	2,440	3,320	3,002
mar-13		4,107	6,299	2,622	2,470	3,350	3,000

		ADR Volume (in thousands)		**US$ per Share**			
		Series A	**Series B**	**Series A**		**Series B**	
				High	**Low**	**High**	**Low**
	2010	2,076	7,140	29	15	31	19
	2011						
1st Quarter		297	1,764	25.72	20.65	31.41	25.19
2nd Quarter		200	1,161	25.27	22.69	29.75	27.35
3rd Quarter		198	1,153	26.25	19.25	30.17	21.00
4th Quarter		216	1,011	24.05	19.65	29.48	23.62
	2012						
1st Quarter		645	1,257	28.40	20.87	34.63	26.21
2nd Quarter		150	693	29.00	24.29	35.30	29.04
3rd Quarter		267	1,117	28.51	25.52	36.31	30.60
4th Quarter		214	2,963	33.16	27.59	39.85	34.06
Last six months:							
oct-12		81	713	33.16	27.59	39.85	34.06
nov-12		69	1,929	31.43	29.46	38.72	36.99
Dec-12		65	321	31.47	29.25	39.19	37.28
Jan-13		50	270	31.43	30.03	39.94	37.75
feb-13		69	227	33.34	30.48	41.85	38.71
mar-13		42	301	34.07	30.84	42.23	38.39

Source:Bloomberg

The total number of registered ADR holders Andina had at December 2012 was 35 (23 in the Series A ADRs and 12 in the Series B ADRs). As of this date the ADRs represented 6.3% of the total number of our issued and outstanding shares. On December 31, 2012, the closing price for the Series A shares on the Santiago Stock Exchange was Ch$2,436.90 per share (US$29.94 per Series A ADR), and Ch$3,011.70 for the Series B shares (US$37.97 per Series B ADR). At December 31, 2012, there were 1,512,260 Series A ADRs (equivalent to 9,073,560 Series A shares) and 8,377,208 Series B ADRs (equivalent to 50,263,248 Series B shares).

Trading activity on the Santiago Stock Exchange is on average substantially less than that on the principal national securities exchanges in the United States. We estimate that for the year ended December 31, 2012, Andina's shares were traded on the Santiago Stock Exchange on an average of approximately 73.89% and 100% of such trading days, for Series A and Series B shares respectively.

Other than as previously discussed in "Item 7-Major Shareholders" we are not aware of any other existing contracts or documents that impose material limitations or qualifications on the rights of shareholders of our listed securities.

The Yankee Bonds

Our 7 5/8% Notes due 2027 and 7 7/8% Notes due 2097 are not listed on any stock exchange or other regulated market and through its subsidiary, Abisa Corp S.A. (formerly Pacific Sterling), Embotelladora Andina S.A. repurchased its Yankee Bonds issued on the U.S. Market during the years 2000, 2001, 2002, 2007 and 2008. The entire placement amounted to US$350 million, of which US$200 million are outstanding and are presented after deducting the long-term liability from the other financial liabilities item.

Debt Securities

The Central Bank is responsible, *inter alia*, for Chile's monetary policies and exchange controls. The Central Bank has authorized Chilean issuers to offer bonds in Chile and abroad under the terms of Chapter XIV of the Compendium of Foreign Exchange Regulations (*Compendio de Normas de Cambios Internacionales* or CFER). The following paragraphs summarize some of the Central Bank rules on international bond issuances. This summary does not intend to be complete and those interested in a full description should refer to Chapter XIV of the CFER.

Effective April 19, 2001 the CFER greatly simplified the procedure to register capital contributions, investments and foreign loans, including bonds issuances. Payments or remittances of funds, to or from Chile, in connection with credits granted abroad should be made through the Formal Exchange Market, which is composed by the main commercial banks that operate in Chile. When foreign currency resulting from loans or bonds is made available to the beneficiary in the country, the intervening bank should issue the pertinent "Form" and request certain information from the debtor and creditor, as applicable, pursuant to Chapter XIV.

Payments or remittances of foreign currency as capital, interest, adjustments, profits and other benefits originating in the transactions regulated under Chapter XIV must be reported to the Central Bank as follows: (i) if the foreign currency represents a remittance made from Chile, the intervening Formal Exchange Market bank should issue the above form; (ii) the issuer or borrower should inform the Central Bank, within the first 10 days of the month following the date of the transaction, if the foreign currency used to make the pertinent payments originates from credit transactions for which the foreign currency has been used directly abroad or if the corresponding payment obligation is fulfilled abroad using funds other than those indicated in Chapter XIV.

Any change in the terms of the transaction must be reported to the Central Bank within 10 days after formalization. This requirement applies, among others, to the substitution of the debtor or creditor, total or

partial assignments of credits or rights and the modification of the financial terms of the respective credit regarding investments or capital contributions.

Exchange rule amendments dated April 2001 established that transactions recorded prior to April 19, 2001 will continue to be governed by the rules in force at the time they were recorded, but that the parties may choose to apply the new regulations.

These procedures also apply to foreign loans obtained through the placement of convertible bonds, in which case the issuer shall report to the Central Bank any increase or decrease in their registered amount as a result of the conversion of convertible bonds denominated and payable in Chilean pesos, for other convertible bonds denominated and payable in foreign currency or shares, as applicable, acquired by foreign investors with proceeds that had entered Chile under the terms of Chapter XIV.

According to Chapter XIV, the Central Bank established that credits relating to acts, agreements or contracts which create a direct obligation of payment or remittance of foreign currency abroad by persons domiciled or residing in Chile, that exceed on an individual basis the sum of US$100,000 or the equivalent in other foreign currencies, absent any special rule in the CFER, shall be reported to the Chilean Central Bank by the obligor either directly or through a Formal Exchange Market entity using the forms contained in the CFER, within 10 days from formalization.

In February 1999, after obtaining the requisite authorization from the Central Bank, we issued bonds in the international markets, subject to the exchange regulations in effect at that time. The main difference between the exchange regime applicable to our bond issuances and those currently in effect, is that in the case of our bond issuances the Central Banks warrants the access to currency markets. However, the regime applicable to our bond issuance has less flexibility as far as the procedures to carry out payments or remittances to bond holders.

We cannot give any assurance that the Central Bank will not impose future restrictions applicable to the holders of debt securities, nor can we make any evaluation of the duration or impact of such restrictions, if imposed.

B. Markets.

See Item 9. The Offer and Listing -- A. Offer and Listing Details.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

Our By-Laws (“*Estatutos*”) are incorporated as Exhibit to this Form 20F, and are also available on our website www.embotelladoraandina.com, under Corporate Governance/Board of Directors/Deeds of Incorporation

C. Material Contracts

On August 30, 2012, Andina Brazil entered into a Share Purchase and Sale Agreement for the acquisition of 40% of the capital shares of Sorocaba Refreshments S.A., a manufacturer authorized by TCCC, based in the city of Sorocaba, State of São Paulo, owned by Compañía Maranhense de Refrigerantes (sucesora de Renosa Ind. Brasileira de Bebidas S/A) and in November 2012 RJR paid the purchase price of R$146,946,044.00

The General Extraordinary Shareholders Meeting of Embotelladora Andina S.A. held on June 25, 2012, approved the merger (by absorption) of Embotelladora Coca Cola Polar S.A. and Embotelladora

Andina S.A. On September 28, 2012 Embotelladora Andina S.A. and Embotelladora Coca Cola Polar S.A. signed the public deed of the merger of their operations, in which they declared that merger has been materialized and perfected on October 1, 2012. This operation began on February 2, 2012, and allows Embotelladora Andina S.A. to consolidate its leading position in the business of bottling products licensed by The Coca-Cola Company in the southern cone and generate opportunities for growth and generation of value for its shareholders and employees. In practice, Embotelladora Andina S.A. is the second largest Coca-Cola bottler in South America and the seventh in the world, with operations in Argentina, Brazil, Chile and Paraguay. The transaction took the form of a merger (by absorption) and the exchange of newly issued shares of Andina, at a ratio of 0.33268606071 shares of Andina Series A shares and 0.33268606071 Andina Series B shares for each share of Embotelladoras Coca-Cola Polar S.A. The final process of exchange of shares took place on October 16, 2012.

During 2012, Andina Argentina held, among others, the following contracts with economic or strategic transcendent content: natural gas supply agreements, and electricity supply agreements; IP telephony services agreement (with supplier SIEMENS); purchase of new forklift agreement (with supplier Toyota) which are necessary due to enlargement of the Cordoba Plant Deposit; and agreement for the extension of the Deposit of Final Products and Patio of the Cordoba Plant (13,600 m2) and at the Bahia Blanca Plant (2,800 m2).

During 2012, PARESA executed a contract with TECNOEDIL S.A. building company for the construction of Warehouse 9, extension of Warehouse 8 for forklifts and the construction of the Distribution building, which represents additional storage capacity, the total contract value Gs.8,262,784,550. Additionally, on June 1, 2012 and agreement was signed with AZPA (Azucarera Paraguaya S.A.) for the supply of sugar, raw material, which considers the provision of 38.500 tons (Thirty eight thousand five hundred tons) until May 31, 2013, the total value of the contract is Gs.192,500,000,000.

In October 2011, Andina Brazil entered into an agreement with the company "Light Esco – Prestação de Serviços S/A", for the construction and operation of an electrical cogeneration station at the Jacarepaguá bottling facility. The term of this agreement is 15 years, since the date on which the station begins operating, which would enter into operation towards the year 2013 and will ensure the supply of energy for the plant. The estimated value of the agreement is of $738 million reals. At the end of the contractual term, ownership of the cogeneration station will be transferred to Andina Brazil and equipment maintenance and upgrades will be carried out by Light Esco.

On June 30, 2011, Andina Brazil together with the other bottlers of the Coca-Cola System in Brazil, and Recofarma (company of the Coca-Cola Group Brazil), signed an amendement to the agreement with SABB - SISTEMA DE ALIMENTOS E BEBIDAS DO BRASIL, new corporate name of Sucos del Valle, approving the incorporation of Mais Indústria de Alimentos Ltda to SABB, and bottlers remained with 50% of the share capital of SABB. With this agreement, Andina Brazil went on to have a total ownership of 5.74% of the share capital of SABB.

During January of 2011, the juice business in Chile was restructured, allowing the incorporation of the other Coca-Cola bottlers in Chile in the property of Vital S.A. which changed its name to Vital Jugos S.A. Andina, Embonor S.A. and Embotelladora Coca-Cola Polar S.A. own 57%, 28% and 15%, respectively, of the outstanding capital of Vital Jugos S.A.

During 2011, Edasa, among others, entered into the following materially significant agreements: construction of the new plant for raw sugar; purchase of machinery and equipment for the REF PET line N°8 and N°7 (600 bottles per minute) ; construction and equipment for a new filling line for water and sensitive products; supply of natural gas; supply of electric power and long distance and inter-deposit service agreements.

D. Exchange Controls

Foreign Investment and Exchange Controls in Chile

The Central Bank is responsible, among other matters, for setting monetary policies and exchange controls in Chile. As of April 19, 2001, the Chilean Central Bank ("CCB") eliminated prior foreign exchange controls, imposed certain reporting requirements and determined that certain operations be conducted through the Formal Exchange Market ("FEM"). The main purpose of these amendments, as declared by the Central Bank, is to facilitate the flow of capital into Chile and outside the country and to foster foreign investment.

Equity investments in Chile (including investments in stock) by non-resident persons or entities must comply with some of the existing exchange control restrictions. Foreign investments may be registered with the Foreign Investment Committee (*Comité de Inversiones Extranjeras*) in accordance with Law N° 600 of 1974 and amendments or with the Central Bank in accordance with Chapter XIV of the Compendium of Foreign Exchange Regulations (*Compendio de Normas de Cambios Internacionales* or CFER) of the Central Bank. In the case of Decree Law N° 600, foreign investors execute a foreign investment agreement with Chile, thus guaranteeing access to the FEM. However, investors under Decree Law N° 600 will only be able to repatriate capital one-year after the investment. Earnings can be remitted abroad at any time. In the case of CFER, capital as well as earnings can be repatriated at any time, without an agreement with the Central Bank.

During 2001 the CCB eliminated certain exchange controls. For instance, it revoked Chapter XXVI of the CFER, which regulated the issuance and placement of ADRs by Chilean corporations. Pursuant to the new rules, the Central Bank's approval is no longer a pre-condition for ADR issuances or foreign investment contracts with the CCB. ADR issuances are now regarded as an ordinary foreign investment, and the only requirements are that the CCB be informed of the transaction, by fulfilling the rules of Chapter XIV of the CFER, that mainly establishes that the monies come in or leave the country exclusively through the Formal Exchange Market, if the recipient of the investment decides to enter the foreign currency to the country or if it carries out payments or remittances from Chile.

Notwithstanding these changes, exchange transactions authorized prior to April 19, 2001 remained subject to the rules in force as of the date of such transactions. The new exchange regime did not affect Chapter XXVI of the CFER and the Foreign Investment Contract - FIC between Andina, the Central Bank and The Bank of New York Mellon (as depositary of the shares represented by ADRs). Notwithstanding the previous, the parties to the FIC may choose to adopt the norms imposed by the CCB, resigning to those of the FIC, and which has been the option we have taken until this date. The FIC is the agreement by which access to the FEM is given to the depositary and ADR holders. The FIC adopted the dispositions of Chapter XXVI and was celebrated pursuant to Article 47 of the Constitutional Organic Act of the CCB.

Under Chapter XXVI of the CFER, if the funds to purchase the common shares underlying the ADRs are brought into Chile, the depositary must deliver, on behalf of foreign investors, an annex providing information on the transaction to the Formal Exchange Market entity involved, together with a letter instructing such entity to deliver the foreign currency or the equivalency in pesos, on or before the date the foreign currency is brought or is to be brought into Chile.

Repatriation of amounts received with respect to deposited common shares or common shares withdrawn from deposits on surrender of ADRs (including amounts received as cash dividends and proceeds from the sale in Chile of the underlying common shares and any rights arising there from) need be made through the FEM. The FEM entity intervening in the repatriation must provide certain information to the CCB on the following banking business day.

Under Chapter XXVI and the FIC, the CCB agreed to grant to the depositary, on behalf of ADR holders, and to any investor not residing nor domiciled in Chile who acquire shares or replace ADRs for common stock, which we refer to as the Withdrawn Shares, FEM access to convert Chilean pesos into U.S. dollars and to remit those dollars outside Chile including amounts received as: (i) cash dividends; (ii) proceeds from the sale in Chile of Withdrawn Shares; (iii) proceeds from the sale in Chile of preemptive rights to subscribe for additional shares; (iv) proceeds from the liquidation, merger or consolidation of

Andina; (v) proceeds resulting from capital decreases or earnings or liquidations; and (vi) other distributions, including those in respect of any re-capitalization resulting from holding shares, ADRs or by Withdrawn Shares.

The guarantee of FEM access under the FIC will extend to the participants of the ADR offering if the following requirements are met: (i) that the funds to purchase the shares underlying the ADRs are brought into Chile and converted into Chilean pesos through the FEM; (ii) that the purchase of the underlying shares is made on a Chilean stock exchange; and (iii) that within five business days from the conversion of the funds into Chilean pesos, the CCB is informed that the funds converted were used to purchase the underlying shares, if those funds are not invested in shares within that period, it can access the FEM to reacquire foreign currency, provided that the request is submitted to the CCB within seven banking business days of the initial conversion into pesos.

Chapter XXVI provides that FEM access in connection with dividend payments is conditioned to our certifying to the CCB that a dividend payment has been made and that any applicable tax has been withheld. Chapter XXVI also provides that FEM access in connection with the sale of Withdrawn Shares, or distribution thereon, is conditioned upon receipt by the CCB (i) a certificate by the depositary or custodian, as the case may be, that the shares have been withdrawn in exchange for delivery of the appropriate ADRs, and (ii) a waiver of the benefits of the FIC with respect to ADRs (except in connection with the proposed sale of the shares) until the Withdrawn Shares are re-deposited.

FEM access under any of the circumstances described above is not automatic. Pursuant to Chapter XXVI, such access needs the BCC's approval on a request submitted to that end through a banking institution established in Chile. The FIC provides that if the BCC has not acted upon the request within seven banking days, the request is deemed to have been granted.

Under current Chilean law, the BCC cannot unilaterally change the FIC. The Chilean Courts (although not binding on future judicial decisions) also have established that the FIC cannot be annulled by future legislative changes. No assurance can be given, however, that additional Chilean restrictions applicable to the holders of ADRs, to the disposition of underlying shares, or to the repatriation of proceeds from their disposition, will not be imposed in the future; nor can there be any assessment of the duration or impact of any restrictions that might be imposed. If for whatever reason, including changes in the FIC or Chilean law, the Depositary is prevented from converting Chilean pesos into U.S. dollars; the investors shall receive dividends or other payments in Chilean pesos, which shall subject the investors to exchange rate risks. It cannot be assured that the CFER, as amended, or any other exchange regulation will not be amended in the future, or that if new regulations are enacted that they shall have no material bearing on Andina or the ADR holders.

No assurance can be given that Andina will be able to purchase U.S. dollars in the local exchange market at any time in the future, nor that any such purchase will be for the amounts necessary to pay any sum due under any of its capital or debt instruments. Likewise, it is not possible to guarantee that changes to the regulations of the CCB or other legislative changes relating to exchange controls will not restrict nor impair Andina's ability to purchase U.S. dollars in order to make payment on its debt instruments.

E. Taxation

Tax Considerations Relating to Equity Securities

Chilean Tax Considerations

The following discussion summarizes the material Chilean income tax consequences of an investment in Andina's stock or ADRs by an individual who is not domiciled or resident in Chile or a legal entity that is not organized under the laws of Chile and does not have a permanent establishment in Chile (a "foreign holder"). This discussion is based upon Chilean income tax laws presently in force, including Ruling No. 324 of January 29, 1990 of the *Servicio de Impuestos Internos* (the Chilean Internal Revenue Service or "SII") and other applicable regulations and rulings that are subject to change without notice. The discussion is not intended as a tax advice to any particular investor, which can be rendered only in light of that investor's particular tax situation. Each investor or potential investor is encouraged to seek independent tax advice with respect to consequences of investing in Andina's stock or the ADRs.

Under Chilean law, all matters regarding taxation such as tax rates (including tax rates applicable to foreign investors), the computation of taxable income for Chilean purposes, the manner in which Chilean taxes are imposed and collected, and others thereof, may only be imposed or amended by a law enacted by Congress. In addition, the SII is empowered to issue rulings and regulations of either general or specific application, and to interpret the provisions of Chilean tax law. Chilean tax may not be assessed retroactively against taxpayers who act in good faith relying on such rulings, regulations and interpretations, but the SII may change said rulings, regulations and interpretations prospectively. There is no income tax treaty in force between Chile and the United States.

Cash Dividends and Other Distributions

Dividends we pay with respect to the shares of stock held by a foreign holder will be subject to Chilean withholding tax at a rate of 35% (the "Withholding Tax"). The tax paid by the Company on profits originating from Chile from which the dividends are paid (the "First Category Tax"), imposed at a rate of 20%, will be credited against the Withholding Tax. The credit will increase the base upon which the Withholding Tax is imposed. Consequently, dividends that are attributable to current profits will be subject to an effective dividend withholding tax rate of 18.7%, calculated as follows:

	Ch$
Company taxable income	100.0
First Category Tax (20.0% of Ch$100)	(20.0)
Net distributable income	80.0
Dividend distributed	80.0
Withholding Tax (35% of the sum of Ch$80.0 dividend plus Ch$20.0 First Category Tax paid)	(35.0)
Credit for First Category Tax	20.0
Net additional tax withheld	(15.0)
Net dividend received	65.0
Effective dividend withholding rate (15.0/80.0)	18.7%

Profits originating from Brazil, Argentina or Paraguay have a different tax treatment for credit on First Category Tax.

For purposes of determining the amount of First Category Tax we pay on profits from which the dividends are paid, dividends are attributed to our oldest retained profits.

The two aforementioned factors generate a profit origin mix and thus, an additional net tax withholding.

Dividend distributions made in property will be subject to the same Chilean tax rules as cash dividends. Our stock dividends are not subject to Chilean taxation.

Capital Gains

Gains recognized from the sale or exchange of ADRs by a foreign holder outside Chile will not be subject to Chilean taxation. Gains recognized on a sale or exchange of shares of stock will be subject to both the First Category Tax and the Withholding Tax (the former being credited against the latter) if either: (i) the foreign holder has held the shares of common stock for less than one year, (ii) the foreign holder acquired and disposed of the shares of common stock in the ordinary course of its business or as an habitual trader of shares; or (iii) the foreign holder transfers shares of common stock to a related person, as defined by Chilean tax law. In all other cases, gain on the disposition of shares of common stock will be subject only to the First Category Tax, currently imposed at a rate of 17%, except if it is for shares resulting from an exchange of ADRs for shares (flow back) in which case, the Chilean Internal Revenue Service pursuant to Oficio 1,705 dated May 15, 2006 has interpreted that said shares may benefit from article 18 ter if the ADRs were acquired through a stock broker or by any other circumstance stipulated by that norm.

The tax basis of shares of common stock received in exchange for ADRs will be determined in accordance with the valuation procedure set forth in the deposit agreement, which values shares of common stock at the highest reported sales price at which they trade on the Santiago Stock Exchange on the date of the withdrawal of the shares of common stock from the depositary. Consequently, the conversion of ADRs into shares of common stock, and the immediate sale of the shares for the value established under the deposit agreement, will not generate a capital gain subject to taxation in Chile. However, in the case where the sale of the shares is made on a day that is different than the date in which the exchange is recorded, capital gain subject to taxation in Chile may be generated. In connection thereto, on October 1, 1999 the Chilean Internal Revenue Service issued Ruling No. 3708 whereby it allowed Chilean issuers of ADRs to amend the deposit agreements to which they are parties in order to include a clause that states that, in the case that the exchanged shares are sold by the ADRs' holders on a Chilean Stock Exchange either on the same day in which the exchange is recorded or within the two business days prior to such date, the acquisition price of such exchanged shares shall be the price registered in the invoice issued by the stock broker that participated in the sale transaction. Consequently, should this amendment be included in the deposit agreement, the capital gain that may be generated if the exchange date is different than the date in which the shares received in exchange for ADRs were sold, will not be subject to taxation. We reiterate that if a contributor in good faith adopts Oficio 1,705, then the excess value will not be subject to taxation in Chile.

The distribution and exercise of preemptive rights relating to the shares of common stock will not be subject to Chilean taxation. Any gain on the sale or assignment of preemptive rights relating to the shares of common stock will be subject to both the First Category Tax and the Withholding Tax (the former being credited against the latter).

Other Chilean Taxes

No Chilean inheritance, gift or succession taxes apply to the transfer or disposition of the ADRs by a foreign holder, but such taxes generally will apply to the transfer at death or by gift of shares of common stock by a foreign holder. No Chilean stamp, issue, registration or similar taxes or duties apply to foreign holders of ADRs or shares of common stock.

Withholding Tax Certificates

Upon request, we will provide to foreign holders appropriate documentation evidencing the payment of Chilean withholding taxes.

United States Tax Considerations Relating toADRs or Shares of Common Stock

The following discussion summarizes certain U.S. federal income tax consequences of an investment in ADRs or shares of common stock. This discussion is based upon U.S. federal income tax laws presently in force. The discussion is not a full description of all tax considerations that may be relevant to a decision to purchase ADRs or shares of common stock. In particular, the discussion is directed only to U.S. holders (as defined below) that hold ADRs or shares of common stock as capital assets, and it does not address the tax treatment of holders that are subject to special tax rules under the Internal Revenue Code of 1986 as amended (the "Code"), such as financial institutions, regulated investment companies, real estate investment trusts, investors in pass-through entities, dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, insurance companies, tax-exempt entities, persons holding ADRs or shares of common stock as part of a hedging, integrated, conversion or constructive sale transaction or a straddle, holders of 10% or more of our voting shares, persons liable for alternative minimum tax or persons whose "functional currency" is not the U.S. dollar. Furthermore, the discussion below is based upon the provisions of the Code and regulations, rulings and judicial decisions there under as of the date hereof, and such authorities may be repealed, revoked or modified so as to result in U.S. federal income tax consequences different from those discussed below. In addition, the discussion below assumes that the Deposit Agreement, and all other related agreements, will be performed in accordance with their terms. If a partnership holds our ADRs or shares of common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Partners in a partnership holding ADRs or shares of common stock should consult their tax advisors. This summary does not contain a detailed description of all the United States federal income tax consequences to a holder in light of its particular circumstances and does not address the effects of any state, local or non-United States tax laws. **Prospective purchasers should consult their tax advisors about the federal, state, local and foreign tax consequences to them of the purchase, ownership and disposition of ADRs or shares of common stock.**

As used herein, the term "U.S. holder" means a holder of ADRs or shares of common stock that is (i) an individual U.S. citizen or resident, (ii) a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (iv) a trust that: (a) is subject to the primary supervision of a court within the United States and with respect to which one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If the obligations contemplated by the deposit agreement are performed in accordance with its terms, ADR holders generally will be treated for U.S. federal income tax purposes as the owners of the shares of common stock represented by those ADRs. Deposits or withdrawals of shares of common stock by U.S. holders in exchange for ADRs will not result in the realization of gain or loss for U.S. federal income tax purposes. The U.S. Treasury has expressed concerns that intermediaries in the chain of ownership bewtween the holder of an ADR and the issuer of the security underlying the ADR may be taking actions that are inconsistent with the claiming of foreign tax credits for U.S. holders of ADRs. Such actions would also be inconsistent with the claiming of the reduced rate of tax, described below, applicable to dividends received by certain non-corporate holders. Accordingly, the analysis of the creditability of Chilean taxes and the availability of the reduced tax rate for dividends received by certain non-corporate holders, each described below, could be affected by actions taken by that intermediaries in the chain of ownership bewtween the holder of an ADR and the Company.

Cash Dividends and Other Distributions

Cash dividends (including the amount of any Chilean taxes withheld) paid to U.S. holders with respect to the ADRs or shares of common stock generally will be treated as dividend income to such U.S. holders, to the extent paid out of current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Such income will be includable in the gross income of a U.S. holder as ordinary income on the day received by the Depositary, in the case of ADRs, or by the U.S. holder, in the case of shares of common stock. The dividends will not be eligible for the dividends received deduction allowed to corporations under the Code. With respect to non-corporate U.S. holders, certain dividends received before January 1, 2011 from a qualified foreign corporation may be subject to reduced rates of taxation. A foreign corporation is treated as

a qualified foreign corporation with respect to dividends received from that corporation on shares (or ADRs backed by such shares) that are readily tradable on an established securities market in the United States. U.S. Treasury Department guidance indicates that our ADRs (which are listed on the New York Stock Exchange), but not our shares of common stock, are readily tradable on an established securities market in the United States. Thus, we do not believe that dividends that we pay on our shares of our common stock that are not backed by ADRs currently meet the conditions required for these reduced tax rates. There can be no assurance that our ADRs will be considered readily tradable on an established securities market in later years. Non-corporate holders that do not meet a minimum holding period requirement during which they are not protected from the risk of loss or that elect to treat the dividend income as "investment income" pursuant to section 163(d)(4) of the Code will not be eligible for the reduced rates of taxation regardless of our status as a qualified foreign corporation. In addition, the rate reduction will not apply to dividends if the recipient of a dividend is obligated to make related payments with respect to positions in substantially similar or related property. This disallowance applies even if the minimum holding period has been met. Non-corporate U.S. holders should consult their own tax advisors regarding the application of these rules given their particular circumstances.

Dividends paid in Chilean pesos will be includable in income in a U.S. dollar amount based on the exchange rate in effect on the day of receipt by the Depositary, in the case of ADRs, or by the U.S. holder in the case of shares of common stock, regardless of whether the Chilean pesos are converted into U.S. dollars. If the Chilean pesos received as dividends are not converted into U.S. dollars on the date of receipt, a U.S. holder will have a basis in the Chilean pesos equal to their U.S. dollar value on the date of receipt. Any gain or loss realized on a subsequent conversion or other disposition of the Chilean pesos will be treated as U.S. source ordinary income or loss, regardless of whether the pesos are converted into U.S. dollars.

The Chilean Withholding Tax (net of any credit for the First Category Tax) paid by or for the account of any U.S. holder may be eligible, subject to generally applicable limitations and conditions, for credit against the U.S. holder's federal income tax liability. For purposes of calculating the foreign tax credit, dividends paid with respect to the ADRs or shares of common stock generally will be foreign source income and will generally constitute passive category income. Further, in certain circumstances, a U.S. holder that (i) has held ADRs or shares of common stock for less than a specified minimum period during which it is not protected from risk of loss or (ii) is obligated to make payments related to the dividends, will not be allowed a foreign tax credit for foreign taxes imposed on dividends paid on ADRs or shares of common stock. The rules governing the foreign tax credit are complex. Investors are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Distributions to U.S. holders of additional shares of common stock or preemptive rights with respect to shares of common stock that are made as part of a pro rata distribution to all shareholders of the Company generally should not be subject to U.S. federal income tax.

To the extent that the amount of any distribution exceeds our current and accumulated earnings and profits for a taxable year, as determined under U.S. federal income tax principles, the distribution will first be treated as a tax-free return of capital, causing a reduction in the adjusted basis of the ADRs or shares of common stock (thereby increasing the amount of gain, or decreasing the amount of loss, to be recognized by the investor on a subsequent disposition of the ADRs or shares of common stock), and the balance in excess of adjusted basis will be taxed as capital gain recognized on a sale or exchange. Consequently, such distributions in excess of our current and accumulated earnings and profits generally would not give rise to foreign source income and a U.S. holder generally would not be able to use the foreign tax credit arising from any Chilean withholding tax imposed on such distributions unless such credit can be applied (subject to applicable limitations) against U.S. taxes due on other foreign source income in the appropriate category for foreign tax credit purposes. However, we do not expect to keep earnings and profits in accordance with U.S. federal income tax principles. Therefore, a U.S. holder should expect that a distribution will generally be treated as a dividend (as discussed above).

We do not believe that we are, for U.S. federal income tax purposes, a passive foreign investment company (a "PFIC"), and expect to continue our operations in such a manner that we will not be a PFIC. If, however, we are or become a PFIC, U.S. holders could be subject to additional U.S. federal income taxes on

gain recognized with respect to the ADRs or shares of common stock and on certain distributions, plus an interest charge on certain taxes treated as having been deferred by the U.S. holder under the PFIC rules of the U.S. federal income tax laws.

Non-corporate U.S. holders will not be eligible for reduced rates of taxation on any dividends received from us prior to January 1, 2011, if we are a PFIC in the taxable year in which such dividends are paid or in the preceding taxable year.

Capital Gains

U.S. holders that hold ADRs or shares of common stock as capital assets will recognize capital gain or loss for federal income tax purposes on the sale or other disposition of such ADRs or shares (or preemptive rights with respect to such shares) held by the U.S. holder or the Depositary. Capital gains of individuals derived with respect to capital assets held for more than one year are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Any gain or loss recognized by a U.S. holder generally will be treated as U.S. source gain or loss. Consequently, in the case of a disposition of shares of common stock (which, unlike a disposition of ADRs, may be taxable in Chile), the U.S. holder may not be able to use the foreign tax credit for Chilean tax imposed on the gain unless it can apply (subject to applicable limitations) the credit against tax due on other income from foreign sources.

Estate and Gift Taxation

As discussed above under "Chilean Tax Considerations — Other Chilean Taxes," there are no Chilean inheritance, gift or succession taxes applicable to the transfer or disposition of ADRs by a foreign holder, but such taxes generally will apply to the transfer at death or by gift of shares of common stock by a foreign holder. The amount of any inheritance tax paid to Chile may be eligible for credit against the amount of U.S. federal estate tax imposed on the estate of a U.S. holder. U.S. holders should consult their personal tax advisors to determine whether and to what extent they may be entitled to such credit. The Chilean gift tax generally will not be treated as a creditable foreign tax for U.S. tax purposes.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to dividends in respect of ADRs or the shares of common stock or the proceeds received on the sale, exchange, or redemption of the ADRs or the shares of common stock paid within the United States (and in certain cases, outside of the United States) to U.S. holders other than certain exempt recipients. A backup withholding tax may apply to such payments if the U.S. holder fails to provide an accurate taxpayer identification number or certification of other exempt status or fails to report interest and dividends required to be shown on its federal income tax returns. The amount of any backup withholding from a payment to a U.S. holder will be allowed as a refund or a credit against the U.S. holder's U.S. federal income tax liability, provided the required information is furnished to the Internal Revenue Service.

Tax Considerations Relating to Debt Securities

General

In October 1997, we issued US$100 million of 7.625% Unsecured Notes due 2027 and US$100 million of 7.875% Unsecured Notes due 2097 (together the "Debt Securities"). The following is a summary of certain Chilean tax and U.S. federal income tax considerations relating to the purchase, ownership and disposition of Debt Securities. The summary does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase Debt Securities. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than the United States and Chile.

This summary is based on the tax laws of Chile and the United States as in effect on the date hereof, as well as regulations, rulings and decisions of Chile and the United States available on or before such date and

now in effect. All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of this summary.

There is currently no tax treaty between the United States and Chile.

Chilean Tax Considerations

The following is a general summary of the material consequences under Chilean tax law, as currently in effect, of an investment in the Debt Securities made by a Foreign Holder. The term "Foreign Holder" means: (i) an individual, who is not a resident in Chile (for purposes of Chilean taxation, an individual is resident in Chile if he or she has resided in Chile for more than six months in one calendar year, or a total of more than six months in two consecutive fiscal years); or (ii) a legal entity that is not organized under the laws of Chile, unless the Debt Securities are assigned to a branch or an agent, representative or permanent establishment of such entity in Chile.

Under Chile's Income Tax Law, payments of interest made in respect of the Debt Securities to a Foreign Holder will generally be subject to a Chilean withholding tax (the "Chilean Interest Withholding Tax") currently assessed at a rate of 4.0%. If the Debt Securities are issued through our offshore branch, payment to Foreign Holders of Debt Securities by such branch generally will not be subject to the Chilean withholding tax.

Chile's Income Tax Law provides that any capital gains realized on the sale or other disposition by a Foreign Holder of the Debt Securities generally will not be subject to any Chilean income taxes provided that such sale or other disposition occurs outside of Chile (except that any premium payable on redemption of the Debt Securities will be treated as interest and subject to the Chilean Interest Withholding Tax, as described above).

A Foreign Holder will not be liable for gift, inheritance or similar taxes with respect to its holdings unless the securities held by a foreign holder:

- are located in Chile at the time of such Foreign Holder's death, or
- if they are located outside of Chile, they were purchased or acquired with funds derived from Chilean source income,

The initial issuance of the Debt Securities by a foreign entity (be they a company or a branch) is generally not subject to stamp taxes in Chile. If stamp taxes apply, a foreign or Chilean holder will not be liable for Chilean stamp, registration or similar taxes because these would be payable by the Company.

United States Tax Considerations Relating to Debt Securities

The following summary describes certain U.S. federal income tax consequences of the ownership of Debt Securities by U.S. holders (as defined below) as of the date hereof. Except where noted, it deals only with Debt Securities held as capital assets and does not deal with special situations, such as those of dealers in securities or currencies, financial institutions, insurance companies, regulated investment companies, real estate investment trusts, tax-exempt entities, investors in pass-through entities, persons holding the Debt Securities as a part of a hedging, integrated, conversion or constructive sale transaction or a straddle, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, persons liable for the alternative minimum tax or holders of Debt Securities whose "functional currency" is not the U.S. dollar. Furthermore, the discussion below is based upon the provisions of the Code, and regulations, rulings and judicial decisions there under as of the date hereof, and such authorities may be repealed, revoked or modified so as to result in U.S. federal income tax consequences different from those discussed below. If a partnership holds our Debt Securities, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Partners in a partnership holding our Debt Securities should consult their tax advisors.

Persons considering the purchase, ownership or disposition of the Debt Securities should consult their own tax advisors concerning the federal income tax consequences in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

As used herein, a "U.S. holder" of the Debt Securities means a holder of the Debt Securities that is (i) an individual U.S. citizen or resident, (ii) a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (iv) a trust that (a) is subject to the primary supervision of a court within the United States and with respect to which one or more U.S. persons have the authority to control all substantial decision of the trust or (b) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

Payments of Interest

Interest on the Debt Securities will generally be taxable to a U.S. holder as ordinary income at the time it is paid or accrued in accordance with the U.S. holder's method of accounting for tax purposes. In addition to interest on the Debt Securities, a U.S. holder will be required to include in income any additional amounts and any tax withheld from interest payments notwithstanding that such withheld tax is not in fact received by such U.S. holder. A U.S. holder may be entitled to deduct or credit such tax, subject to applicable limitations in the Code, including that the election to deduct or credit foreign taxes applies to all of the U.S. holder's foreign taxes for a particular year. Interest income, including Chilean taxes withheld there from and additional amounts on the Debt Securities, generally will constitute foreign source income and generally will be considered passive category income, which is treated separately from other types of income in computing the foreign tax credit that may be allowable to U.S. holders under U.S. federal tax laws. A U.S. holder will generally be denied a foreign tax credit for Chilean taxes imposed with respect to the Debt Securities where such a holder does not meet a minimum holding period requirement during which the holder is not protected from risk of loss.

The rules governing the foreign tax credit are complex. We urge investors to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Market Discount

If a U.S. holder purchases a Debt Security for an amount that is less than its principal amount, the amount of the difference will be treated as "market discount" for U.S. federal income tax purposes, unless that difference is less than a specified de minimis amount. Under the market discount rules, the U.S. holder will be required to treat any principal payment on, or any gain on the sale, exchange, retirement or other disposition of, a Debt Security as ordinary income to the extent of the market discount that the U.S. holder has not previously included in income and is treated as having accrued on the Debt Security at the time of its payment or disposition.

In addition, the U.S. holder may be required to defer, until the maturity of the Debt Security or its earlier disposition in a taxable transaction, the deduction of all or a portion of the interest expense on any indebtedness attributable to the Debt Security. A U.S. holder may elect, on a bond-by-bond basis, to deduct the deferred interest expense in a tax year prior to the year of disposition. U.S. holders should consult their own tax advisors before making this election.

Any market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the Debt Security, unless the U.S. holder elects to accrue on a constant interest method. A U.S. holder may elect to include market discount in income currently as it accrues, on either a ratable or constant interest method, in which case the rule described above regarding deferral of interest deductions will not apply.

Amortizable Bond Premium

A U.S. holder that purchases a Debt Security for an amount in excess of its principal amount will be considered to have purchased the Debt Security at a "premium." The U.S. holder may elect to amortize the premium over the remaining term of the Debt Security on a constant yield method as an offset to interest when includible in income under the holder's regular accounting method. If the U.S. holder does not elect to amortize bond premium, that premium will decrease the gain or increase the loss the holder would otherwise recognize on disposition of the Debt Security.

Sale, Exchange and Retirement of Debt Securities

Upon the sale, exchange, retirement or other disposition of the Debt Securities, a U.S. holder will recognize gain or loss equal to the difference between the amount realized upon the sale, exchange, retirement or other disposition (less any accrued interest, which will be taxable as such if not previously included in income) and the U.S. holder's adjusted tax basis in the Debt Securities. A U.S. holder's tax basis in the Debt Securities generally will be the U.S. holder's cost therefore, increased by market discount previously included in income, and reduced by any amortized premium. Except as described above with respect to market discount, gain or loss realized by a U.S. holder on the sale, exchange, retirement or other disposition of the Debt Securities will generally be capital gain or loss. Gain or loss realized by a U.S. holder on the sale, exchange, retirement or other disposition of the Debt Securities will generally be treated as U.S. source gain or loss. Consequently, a U.S. holder may not be able to claim a credit for any Chilean tax imposed on the sale, exchange, retirement or other disposition of the Debt Securities due to limitations on the foreign tax credit under the Code. Capital gains of individuals derived with respect to capital assets held for more than one year are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to certain payments of principal and interest on the Debt Securities and to the proceeds of the sale of the Debt Securities made to U.S. holders other than certain exempt recipients. A backup withholding tax will apply to such payments if the U.S. holder fails to provide its taxpayer identification number or a certification of exempt status, or, in the case of interest payments, fails either to report in full dividend and interest income or to make certain certifications.

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against the U.S. holder's U.S. federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Special Tax Considerations Relating to the 2097 Debentures

As a result of the 2097 Debentures' 100 year term, it is not certain whether such Debentures will be treated as debt or as equity for U.S. federal income tax purposes. We have taken the position that the 2097 Debentures constitute debt for financial reporting and U.S. federal income tax purposes. Our position, however, is not binding on the Internal Revenue Service. Although classification of the 2097 Debentures as equity generally would not significantly affect a U.S. holder's taxable income resulting from an investment in the 2097 Debentures, the discussion that follows also briefly describes certain U.S. federal income tax consequences that would arise if the 2097 Debentures were not treated as debt for U.S. federal income tax purposes.

If the 2097 Debentures are treated as equity for U.S. federal income tax purposes, the potential differences in the U.S. federal income tax treatment to U.S. holders of the 2097 Debentures that would result include (i) payments denominated as interest on the 2097 Debentures (including additional amounts) would be reclassified as dividends to the extent paid out of the current or accumulated earnings and profits of the Company (as determined using U.S. federal income tax principles) and (ii) U.S. holders would be required to report such payment amounts as ordinary income when actually or constructively received (instead of accruing such amounts as interest, even if such U.S. holders are accrual method taxpayers). To the extent any such payments exceed such earnings and profits, they would be treated as a return of capital or capital gain (although, as we do not expect to keep earnings and profits in accordance with U.S. federal income tax principles. U.S. holders should expect that such payments will generally be treated as dividends). Amounts

treated as dividends will not be eligible for the dividends received deduction generally allowed U.S. corporations. In addition, because our 2097 Debentures are not readily tradable on an established securities market in the United States, we do not believe that any amounts treated as dividends currently meet the conditions required for the reduced tax rates that apply to qualified dividend income received by non-corporate U.S. holders. **Persons considering the purchase, ownership or disposition of the 2097 Debentures should consult their own tax advisors concerning additional potential tax consequences, including those arising upon a sale, exchange or redemption of the 2097 Debentures, which could result from the treatment of the 2097 Debentures as equity for U.S. federal income tax purposes.**

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to the informational reporting requirements of the U.S. Securities Exchange Act of 1934, as amended, which requires that we file periodic reports and other information with the SEC. As a foreign private issuer, we file annual reports on Form 20-F as opposed to Form 10-K. We do not file quarterly reports on Form 10-Q but furnish quarterly reports and reports in relation to material events on Form 6-K. As a foreign private issuer, we are exempt from the rules under the U.S. Securities Exchange Act of 1934, as amended, prescribing the furnishing and content of proxy statements and short-swing profit disclosure and liability.

You may read and copy all or any portion of the annual report or other information in our files in the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You can also access these documents through the SEC's website at www.sec.gov or from our corporate website www.embotelladoraandina.com or request a hard copy through our website also. You can also request copies of these documents upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. In addition, reports and other information concerning us may be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, on which our ADRs are listed.

We also file reports with the Chilean *Superintendencia de Valores y Seguros*. You may read and copy any materials filed with the SVS directly from its website www.svs.cl of from our corporate website www.embotelladoraandina.com or request a hard copy through our website also. The documents referred to in this annual report can be inspected at El Golf 40 Oficina 401, Las Condes, Santiago, Chile.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk generally represents the risk that losses may occur in the values of financial instruments as a result of movements in interest rates, foreign currency exchange rates and commodity prices. We are exposed to changes in financial market conditions in the normal course of our business due to our use of certain financial instruments as well as transacting in various foreign currencies and translation of our foreign subsidiaries' financial statements into the Chilean peso.

Interest Rate Risk

Our primary interest rate exposures relate to U.S. dollar denominated and UF long-term fixed rate bond liabilities and other long-term variable and fixed rate bank liabilities. We also invest in certain medium-term bond securities that bear a fixed interest rate. We monitor our exposure to interest rate fluctuations regularly depending on market conditions.

The following table provides information about our long-term debt and bond investments that are sensitive to changes in market interest rates as of December 31, 2012.

	Expected Maturity Date							Estimated Fair Market Value
	2012	2013	2014	2015	2016	There-after	Total	Total
	MCh$	MCh$	MCh$	MCh$	MCh$	MCh$	MCh$	MCh$
Interest Earning Assets								
Time deposits and credit links	783	-	-	-	-	-	783	783
Weighted average interest rate	3.50%	-	-	-	-	-	3.50%	-
Interest Bearing Liabilities								
Long-term debt (Bonds)	4,377	9,514	9,762	10,025	10,305	86,750	130,733	176,410
Fixed Rate	6.50%	4.40%	4.45%	4.51%	4.56%	5,54%	5.23%	-
Bank liabilities	87,281	15,613	12,292	9,934	8,514	-	133,634	133,634
Weighted average interest rate	7.05%	5.32%	5.02%	4.25%	3.52%	-	6.23%	-

Foreign Currency Risk

As of December 31, 2011, the Company only has short-term liabilities denominated in U.S. dollars, which are counterbalanced by cash balances and mutual funds also denominated in that currency, thus the risk of exposure to the accrual of fluctuations of the value of the US dollar is low. Net assets balance is denominated in dollars as of December 31, 2012, which amounts to $2,393 million as detailed below:

The following table summarizes the financial instruments held December 31, 2012, denominated in dollars:

Assets	2013 MM$	2014 MM$	2015 MM$	2016 MM$	2017 MM$	2018 Onwards MM$	Total MM$	Fair estimated Market Value MM$
Deminonated in US Dollars								
Assets								
Cash and Cash equivalents	5,067						5,067	5,067
Mutual Fund	3,610						3,610	3,610
Liabilities								
Bank debt	(6,284)						(6,284)	(6,284)
Net Assets (Liabilities)	**2,393**						**2,393**	**2,393**

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

ITEM 12.D.3. AMERICAN DEPOSITARY RECEIPITS

The Bank of New York Mellon serves as the depositary for our ADRs. ADR holders are required to pay various fees to the depositary, and the depositary may refuse to provide any service for which a fee is assessed until the applicable fee has been paid.

ADR holders are required to pay the depositary amounts in respect of expenses incurred by the depositary or its agents on behalf of ADR holders, including expenses arising from compliance with applicable law, taxes or other governmental charges, or conversion of foreign currency into U.S. dollars. The depositary may decide in its sole discretion to seek payment by either billing holders or by deducting the fee from one or more cash dividends or other cash distributions.

ADR holders are also required to pay additional fees for certain services provided by the depositary, as set forth in the table below.

Depositary service	**Fee payable by ADR holders**
Issuance and delivery of ADRs, including in connection with share distributions.....	Up to US$ 5.00 per 100 ADSs (or portion thereof)
Withdrawal of shares underlying ADRs.....	Up to US$ 5.00 per 100 ADSs (or portion thereof)
Registration for the transfer of shares.....	Registration or transfer fees that may from time to time be in effect
Cash distribution fees.....	US$ 0.02 or less per ADS

In addition, holders may be required to pay a fee for the distribution or sale of securities. Such fee (which may be deducted from such proceeds) would be for an amount equal to the lesser of (1) the fee for the issuance of ADRs that would be charged as if the securities were treated as deposited shares and (2) the amount of such proceeds.

12.D.4 DIRECT AND INDIRECT PAYMENTS BY THE DEPOSITARY

Fees Incurred in Past Annual Period

From January 1, 2010 to December 31, 2011, the Company received from the depositary US$125,112.74 for continuing annual stock exchange listing fees, standard out-of-pocket maintenance costs for the ADRs (consisting of the expenses of postage and envelopes for mailing annual and interim financial reports, printing and distributing dividend checks, electronic filing of U.S. Federal tax information, mailing required tax forms, stationery, postage, facsimile, and telephone calls), any applicable performance indicators relating to the ADR facility, underwriting fees and legal fees.

Fees to be Paid in the Future

The Bank of New York Mellon, as depositary, has agreed to reimburse the Company for expenses they incur that are related to establishment and maintenance expenses of the ADR program. The depositary has agreed to reimburse the Company for its continuing annual stock exchange listing fees. The depositary has also agreed to pay the standard out-of-pocket maintenance costs for the ADRs, which consist of the expenses of postage and envelopes for mailing annual and interim financial reports, printing and distributing dividend checks, electronic filing of U.S. Federal tax information, mailing required tax forms, stationery, postage, facsimile, and telephone calls. It has also agreed to reimburse the Company annually for certain investor relationship programs or special investor relations promotional activities. In certain instances, the depositary has agreed to provide additional payments to the Company based on any applicable performance indicators relating to the ADR facility. There are limits on the amount of expenses for which the depositary will reimburse the Company, but the amount of reimbursement available to the Company is not necessarily tied to the amount of fees the depositary collects from investors.

The depositary collects its fees for delivery and surrender of ADRs directly from investors depositing shares or surrendering ADRs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

The information requested by this item has been previously provided in the annual report for the year 2004. See “Item 4. Information on the Company—Part A. History and Development of the Company.”

ITEM 15. CONTROLS AND DISCLOSURE PROCEDURES

(a) **Disclosure Controls and Procedures**

We have evaluated, with the participation of our chief executive officer and chief financial officer, the effectiveness of our disclosure controls and procedures as of December 31, 2012. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon our evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the applicable rules and forms, and that it is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

(b) **Management’s Annual Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a–15(f) and 15d–15(f) under the Securities Exchange Act of 1934, as amended. Under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, we conducted an evaluation of effectiveness of our internal control over financial reporting based on the framework in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Our 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 IFRS as issued by the IASB. Our internal control over financial reporting includes those policies and procedures that (i) pertain to maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions or our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS as issued by the IASB, and that our receipts an expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our 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. Based on our evaluation under the framework in Internal Controls—Integrated framework issued by the Committee of Sponsoring Organizations of the Tread way Commission, our management concluded that our internal control over financial reporting was effective as of December 31, 2012.

Our management assessment and conclusion on the effectiveness of internal control over financial reporting as of December 31, 2012 excludes, in accordance with applicable guidance provided by the SEC, an assessment of the internal control over financial reporting of Embotelladoras Coca Cola Polar S.A. and its subsidiaries, which we acquired in October 2012. Embotelladoras Coca Cola Polar S.A. represented 16.9% of our total assets, as of December 31, 2012, and 8.0% and 5.2% of our revenues and net income, respectively, for the year ended December 31, 2012. No material changes in our internal control over financial reporting were identified as a result of this business combination.

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that Mr. Enrique Cibié Bluth is our Audit Committee Financial Expert as defined in the instructions to Item 16A of Form 20-F. Our board of directors has also determined that Mr. Enrique Cibié Bluth and Mr. Gonzalo Parot Palma are Independent Directors as defined in Section 303A.02 of the NYSE's Listed Company Manual.

ITEM 16B. CODE OF ETHICS

We have adopted a Code of Business Conduct that constitutes a code of ethics for our employees. This Code applies to our Chief Executive Officer and all senior financial officers of our Company, including the Chief Financial Officer or any other persons performing similar functions, as well as to all other officers and employees of the Company. Our Code of Business Conduct is available on our website www.embotelladoraandina.com. If we make any substantive amendment to the Code or grant any waivers, including any implicit waiver, from a provision of the Code, we will disclose the nature of such amendment or waiver on the above mentioned website through a 6-K form.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Fees Paid To Independent Public Accountants

The following table sets forth, for each of the years indicated, the kinds of fees paid to our external auditors and the percentage of each of the fees out of the total amount paid to them.

	Year Ended December 31,			
	2012		2011	
Services rendered	Fees MCh$	% of Total Fees	Fees MCh$	% of Total Fees
Audit fees[(1)]	565	59%	545	95%
Audit-related fees[(2)]	391	41%	16	3%
Tax fees[(3)]	8	0%	10	2%
Total	964	100%	571	100%

(1) *Audit fees consist of services that would normally be provided in connection with statutory and regulatory filings or engagements, including services that generally only the independent accountant can reasonably provide.*

(2) *Audit-related fees relate to assurance and associated services that traditionally are performed by the independent accountant, including: attest services that are not required by statute or regulation;*

accounting consultation and audits in connection with mergers, acquisitions and divestitures; employee benefit plans audits; and consultation concerning financial accounting and reporting standards.

(3) *Tax fees relate to services performed by the tax division for tax compliance, planning, and advice.*

Directors' Committee and Audit Committee Pre-Approval Policies and Procedures

We have adopted pre-approval policies and procedures under which all audit and non-audit services provided by our external auditors must be pre-approved by our Director's Committee and Audit Committee and then it is discussed and approved by these committees during its meetings, which take place at least four times a year. Once the proposed service is approved, our subsidiaries or we formalize the engagement of services. In addition, the members of our board of directors are briefed on matters discussed by the different committees of our board of directors.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

The Company's Audit Committee is comprised of Gonzalo Parot Palma, Enrique Cibié Bluth and Arturo Majlis Albala.

The Company discloses that, with respect to the current membership of Mr. Salvador Said and Mr. Arturo Majlis Albala on the Company's Audit Committee, it has relied on the exemption from the independence requirements provided by Rule 10A-3(b)(1)(iv)(D) of the Securities and Exchange Act of 1934, as amended . Pursuant to said rule, a director who is either an affiliate or a representative of an affiliate of the listed company may serve as a member of the audit committee to the extent the director is not a voting member or chairperson of the audit committee and to the extent that neither the director nor the affiliate the director represents is an executive officer of the listed company.

Mr. Arturo Majlis Albala meet, for the duration of his membership, the requirements of Rule 10A-3(b)(1)(iv)(D) because they (i) he is a representative of the controlling shareholder group of the Company; (ii) has an observer-only status on the audit committee of the Company; and (iii) is not officers of the Company.

The Company's reliance on the exemption provided by Rule 10A-3of the Exchange Act, with respect to Mr. Arturo Majlis Albala, would not materially adversely affect the ability of the audit committee of the Company to act independently.

ITEM 16E. PURCHASERS OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

During 2012, the Company made the following acquisition of its own shares (treasury shares), due to the exercise of the shareholders' dissenter's right generated as a consequence of the merger with Polar:

Period	Number of Shares	Price (Pesos per share)
August 2012	67 Series A shares	$2,165.73
August 2012	8.065 Series B shares	$2,675.69

According to legislation currently in force, the shares acquired by the Company due to a shareholders' exercise of its dissenter's right have to be sold in the term of one year, as of the date of their acquisition, otherwise the shares and their registration at the Company's name will be cancelled and the capital shall be reduced *ipso iure in* an amount equal to the value at which the Company acquired such shares.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Previous independent registered public accounting firm

On April 25, 2013, Andina dismissed Ernst & Young Auditores Independentes as its independent registered public accounting firm. Andina's board of directors participated in and approved the decision to change its independent registered public accounting firm.

The reports of Ernst & Young Auditores Independentes on the financial statements for the past two fiscal years contained no adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principle.

During the two most recent fiscal years and through April 25, 2013, there have been no disagreements with Ernst & Young Auditores Independentes on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements if not resolved to the satisfaction of Ernst & Young Auditores Independentes would have caused them to make reference thereto in their reports on the financial statements for such years.

During the two most recent fiscal years and through April 25, 2013, there have been no reportable events (as defined in Item 304(a)(1)(v) of Regulation S-K).

Andina requested that Ernst & Young Auditores Independentes furnish it with a letter addressed to the SEC, dated April 26, 2013, stating whether it agrees or not with the above statements. See Exhibit 8.2 filed herewith.

New independent registered public accounting firm

Andina engaged PricewaterhouseCoopers Consultores Auditores y Compañía Limitada public accountants as its new independent registered public accounting firm as of April 25, 2013. During the two most recent fiscal years and through April 25, 2013, Andina has not consulted with PricewaterhouseCoopers Consultores Auditores y Compañía Limitada regarding either (i) the application of accounting principles to a specified transaction, either completed or proposed; or the type of audit opinion that might be rendered on Andina's financial statements, and neither a written report was provided to Andina or oral advice was provided that PricewaterhouseCoopers Consultores Auditores y Compañía Limitada concluded was an important factor considered by Andina in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement, as that term is defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions to Item 304 of Regulation S-K, or a reportable event, as that term is defined in Item 304(a)(I)(v) of Regulation S-K.

ITEM 16G. CORPORATE GOVERNANCE

NYSE and Chilean Corporate Governance Requirements

In accordance with Section 303A.11 of the NYSE's Listed Company Manual, the following table sets forth significant differences between Chilean corporate governance practices and those corporate governance practices followed by domestic corporations under NYSE listing standards. Significant ways in which our corporate governance practices differ from those followed by U.S. companies under NYSE listing standards are also publicly available on our website at www.embotelladoraandina.com.

ITEM	NYSE REQUIREMENTS	CHILEAN LAW REQUIREMENTS

ITEM	NYSE REQUIREMENTS	CHILEAN LAW REQUIREMENTS
303A.01 Independence	Members of the Board of Directors must be independent in their majority.	There is no legal obligation to have a Board of Directors composed mainly of independent members. In addition, according to section 303A regarding Controlled Companies, the requirements of 303A do not apply to our Company.
303A.02 Independence Tests	Members of the Board of Directors must meet the Test of Independence.	No similar legal obligation exists under Chilean law. However, article 50 bis of the Corporations Law require appointing at least one independent director. Law considers independent such director that within the last 18 months is not involved in certain circumstances, such as: having an economic interest in the company or other group, having a relationship with such persons, be director of nonprofit organizations, among others, and comply with a declaration of independence.
303A.03 Executive Sessions	Non-Management Directors must meet regularly without management of the company.	No similar legal obligation exists under Chilean law. Under Chilean law, the position of director of a corporation is incompatible with the position of manager, auditor, accountant or president of the company. The Non-Management Director does not exist under Chilean law. Directors, however, are required to convene in legally established meetings to resolve matters required by Chilean Corporation Law.
303A.04 Nominating/Corporate Governance Committee	Listed companies must have a Nominating/Corporate Governance Committee composed entirely of independent directors and must have a written charter addressing certain matters.	There is no similar legal obligation under Chilean law.Andina has a Directors' Committee whose functions are set by Chilean Corporation Law. In addition, section 303 A regarding Controlled Companies does not apply to our Company
303A.05 Compensation Committee	Listed companies must have a Compensation Committee composed entirely of independent directors, and must have a written charter addressing certain matters.	There is no similar legal obligation under Chilean law. In accordance with Chilean law, the above-mentioned Directors' Committee is in charge of reviewing management compensation. In addition, section 303 A regarding Controlled Companies does not apply to our Company.

ITEM	NYSE REQUIREMENTS	CHILEAN LAW REQUIREMENTS
303A.06 Audit Committee	Listed companies must have an Audit Committee that satisfies the requirements of Rule 10A-3 under the Exchange Act. The Audit Committee must have a minimum of three members. In addition to any requirement of Rule 10A-3(b)(1), all Audit Committee members must satisfy the requirements for independence set out in Section 303 A.02. The Audit Committee must have a written charter addressing certain matters.	No similar legal obligation exists under Chilean law. However, in accordance with the Chilean Public Companies Law 18,046, public companies that have a net worth of more than 1.5 million UFs and/or at least a 12,5% of its issued shares with voting rights are held by individual shareholders who control or own less than 10% of such shares must have a Directors' Committee, formed by three members who are in their majority independent of the controller. Andina designated an Audit Committee in accordance with Rule 10 A.3.The functions of this committee are described under "Item 6. Directors, Senior Management and Employees-Board Practices"
303A.07 Internal Audit Function	Listed companies must maintain an Internal Audit Function to provide management and the Audit Committee with ongoing assessments of the company's risk management processes and systems of internal control. A listed company may choose to outsource this function to a third party service provider other than its independent auditor.	There is no similar obligation under Chilean law. Chilean law requires that companies must have both account inspectors and external auditors. However, Andina has an Internal Auditor who reports to the Audit Committee.
303A.08 Voting on Compensation Plans	Shareholders must have the opportunity to vote on the creation or amendment of compensation plans regarding board members, executives and employees.	There is no similar obligation under Chilean law, with the exception of Directors' compensation which annually approved during the General Shareholders' Meeting.
303A.09 Corporate Governance Guidelines	Listed companies must adopt and disclose Corporate Governance Practices.	Chilean Law does not require the adoption of Corporate Governance Practices because they have been established by Chilean Corporate Law. However, the Superintendency of Securities and Insurance in General Rule No. 341 requires publicly traded corporations to report their corporate governance practices.

ITEM	NYSE REQUIREMENTS	CHILEAN LAW REQUIREMENTS
303A.10 Code of Ethics and Business Conduct	A company must adopt a Code of Business Conduct for its directors, officers and employees. Such company must disclose any waiver of its code of conduct that is granted to an officer or director.	There is no legal obligation to adopt a Code of Business Conduct. Chilean law requires that a company have a set of internal regulations which regulate the company and its relations with personnel. Such regulations must contain, among other things, regulations related to ethics and good behavior. Notwithstanding the above, a company may create internal codes of conduct, provided they do not require or prohibit behavior that contravenes Chilean law. In 1996, Andina created a Code of Business Conduct that applies to the entire Company. Andina has posted this information on its website www.embotelladoraandina.com
303A.11 Foreign Private Issuer Disclosure	A company must provide a summary description of significant differences between its home country corporate governance practices and the corporate governance requirements established by the NYSE as applicable to U.S. domestic listed companies	No similar obligation exists under Chilean law. However, Andina has posted this information on its website www.embotelladoraandina.com
303A.12 Certification Requirements	Each listed company CEO must certify to the NYSE each year that he or she is not aware of any violation by the company of NYSE corporate governance listing standards. Each listed company CEO must promptly notify the NYSE in writing after any executive officer of the listed company becomes aware of any material non-compliance with any of the applicable provisions of Section 303 A. Each listed company must submit an executed Written Affirmation annually to the NYSE. In addition, each listed company must submit an interim Written Affirmation each time a change occurs to the Board of Directors or any of the committees subject to Section 303 A. The annual and interim Written Affirmations must be in the form specified by the NYSE.	No similar obligation exists under Chilean law. However, in accordance with Chilean law, the directors of a company must annually submit for approval the company's annual report and financial statements to its shareholders at the company's annual shareholders' meeting. Similarly, public companies must, from time to time, provide all relevant company information by means of the publications and notifications established by law.

ITEM	NYSE REQUIREMENTS	CHILEAN LAW REQUIREMENTS
303A.13 Public Reprimand	The NYSE may issue a Public Reprimand letter to any listed company, regardless of the type of security listed or country of incorporation if it determines the company has violated a NYSE listing standard.	No similar obligation exists under Chilean law, with the exception of sanctions imposed by the Chilean Superintendence of Securities and Insurance (SVS).
307 Company Website	Listed Companies must have a company website which is accessible from the United States. The website must contain its all NYSE requirements including those referring to Corporate Governance.	Chilean law does not require listed companies to maintain a website. However, if a listed company does have a website, the company must make available on its website certain information required by the rules under Chilean Company Law N° 18,046 .

PART III

ITEM 17. FINANCIAL STATEMENTS

Reference is made to Item 18 for a list of all financial statements filed as part of this annual report.

ITEM 18. FINANCIAL STATEMENTS

The following financial statements, together with the report of independent registered accounting firm, are filed as part of this Annual Report:

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Financial Statements

At December 31, 2012 and 2011
and for each of the three years is the period ended December 31, 2012

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Financial Statements

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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of
Embotelladora Andina S.A.:

We have audited the accompanying consolidated statements of financial position of Embotelladora Andina S.A. and subsidiaries ("the Company") as of December 31, 2012 and 2011, and the related consolidated income statements, statements of comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2012. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Embotelladora Andina S.A. and subsidiaries at December 31, 2012 and 2011 and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2012, in conformity with International Financial Reporting Standards (IFRS), as issued by the International Accounting Standards Board ("IASB").

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2012, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated April 30, 2013, expressed an unqualified opinion thereon.

/s/ERNST & YOUNG LIMITADA

Santiago, Chile, April 30, 2013

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of
Embotelladora Andina S.A.:

We have audited Embotelladora Andina S.A. and subsidiaries' internal control over financial reporting as of December 31, 2012, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("the COSO criteria"). Embotelladora Andina S.A. and subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on 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 of America). 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, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, 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 International Financial Reporting Standards. 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 Management's Annual Report 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 Ex Embotelladoras Coca Cola Polar S.A. and its subsidiaries, acquired on October 1, 2012, which is included in the 2012 consolidated financial statements of Embotelladora Andina S.A. and subsidiaries, and constituted 22% of total assets as of December 31, 2012 and 8% of revenues for the year then ended. Our audit of internal control over financial reporting of Embotelladora Andina S.A. and subsidiaries, also did not include an evaluation of the internal control over financial reporting of Ex Embotelladoras Coca Cola Polar S.A. and subsidiaries.

In our opinion, Embotelladora Andina S.A. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States of America), the consolidated statements of financial position of Embotelladora Andina S.A. and subsidiaries as of December 31, 2012 and 2011, and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended December 31, 2012, and our report dated April 30, 2013 expressed an unqualified opinion thereon.

/s/ERNST & YOUNG LIMITADA

Santiago, Chile, April 30, 2013

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Statements of Financial Position
at December 31, 2012 and 2011

(Translation of consolidated financial statements originally issued in Spanish – See Note 2.2)

ASSETS **Current Assets:**	**NOTE**	**12.31.2012** **ThCh$**	**12.31.2011** **ThCh$**
Cash and cash equivalents	**4**	55,522,255	31,297,922
Other financial assets	**5**	128,581	15,661,183
Other non-financial assets	**6.1**	18,202,838	14,760,858
Trade and other accounts receivable, net	**7**	152,816,916	107,443,039
Accounts receivable from related companies	**11.1**	5,324,389	6,418,993
Inventory	**8**	89,319,826	57,486,658
Current tax assets	**9.1**	2,879,393	2,463,566
Non-current assets classified as available for sale		2,977,969	-
Total Current Assets		**327,172,167**	**235,532,219**
Non-Current Assets::			
Other non-financial, non-current assets	**6.2**	26,927,090	30,193,809
Trade and other accounts receivable, net	**7**	6,724,077	7,175,660
Accounts receivable from related companies, net	**11.1**	7,197	11,187
Equity method investments	**13.1**	73,080,061	60,290,966
Intangible assets others than goodwill, net	**14.1**	464,582,273	1,138,857
Goodwill	**14.2**	64,792,741	57,552,178
Property, plant and equipment, net	**10.1**	576,550,725	350,064,467
Total Non-Current Assets		**1,212,664,164**	**506,427,124**
Total Assets		**1,539,836,331**	**741,959,343**

The accompanying notes 1 to 28 form an integral part of these financial statements

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Statements of Financial Position
at December 31, 2012 and 2011

(Translation of consolidated financial statements originally issued in Spanish – See Note 2.2)

LIABILITIES AND NET EQUITY	NOTE	12.31.2012 ThCh$	12.31.2011 ThCh$
LIABILITIES			
Current Liabilities:			
Other financial liabilities	**15**	106,248,019	23,093,402
Trade and other accounts payable	**16**	184,317,773	127,940,772
Accounts payable to related companies	**11.2**	32,727,212	11,359,038
Provisions	**17**	593,457	87,966
Income tax payable	**9.2**	1,114,810	3,821,247
Other non-financial liabilities	**18**	20,369,549	30,341,479
Total Current Liabilities		**345,370,820**	**196,643,904**
Non-Current Liabilities:			
Other long - term-current financial liabilities	**15**	173,880,195	74,641,403
Trade and other accounts payable, long-term		1,930,233	163,738
Provisions	**17**	6,422,811	7,882,869
Deferred tax liabilities	**9.4**	111,414,626	35,245,490
Post-employment benefit liabilities	**12.2**	7,037,122	5,130,015
Other non-current liabilities	**18**	175,603	273,004
Total Non-Current Liabilities		**300,860,590**	**123,336,519**
Equity:	**19**		
Issued capital		270,759,299	230,892,178
Treasury stock		(21,725)	-
Retained earnings		239,844,662	208,102,068
Accumulated other comprehensive income and capital reserves		363,581,513	(17,024,341)
Equity attributable to equity holders of the parent		**874,163,749**	**421,969,905**
Non-controlling interests		19,441,172	9,015
Total Equity		**893,604,921**	**421,978,920**
Total Liabilities and Equity		**1,539,836,331**	**741,959,343**

The accompanying notes 1 to 28 form an integral part of these financial statements

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Income Statements by Function

for the years ended at December 31, 2012, 2011 and 2010

(Translation of consolidated financial statements originally issued in Spanish – See Note 2.2)

	NOTE	01.01.2012 12.31.2012 ThCh$	01.01.2011 12.31.2011 ThCh$	01.01.2010 12.31.2010 ThCh$
Net sales		1,172,292,817	982,864,417	888,713,882
Cost of sales		(698,955,215)	(578,581,184)	(506,882,144)
Gross Profit		**473,337,602**	**404,283,233**	**381,831,738**
Other income	**23**	3,265,998	2,909,445	1,117,879
Distribution expenses		(122,818,941)	(98,807,574)	(85,717,173)
Administrative and sales expenses		(196,355,000)	(163,051,423)	(146,880,980)
Other expenses	**24**	(15,420,008)	(11,915,003)	(7,775,824)
Other income (expenses)	**26**	(2,336,215)	1,494,918	(484,641)
Finance income	**25**	2,728,059	3,182,434	3,376,138
Finance costs	**25**	(11,172,753)	(7,235,176)	(7,401,831)
Share in profit (loss) of equity method investees	**13.3**	1,769,898	2,026,158	2,314,935
Foreign exchange difference		(4,471,031)	2,731	(222,168)
Loss from indexed financial assets and liabilities		(1,753,801)	(1,177,658)	(217,769)
Net income before taxes		**126,773,808**	**131,712,085**	**139,940,304**
Income tax expense	**9.3**	(38,504,636)	(34,684,661)	(36,340,240)
Net income		**88,269,172**	**97,027,424**	**103,600,064**
Net income attributable to				
Net income attributable to equity holders of the parent		87,636,961	97,024,405	103,597,372
Net income attributable to non-controlling interests		632,211	3,019	2,692
Net income		**88,269,172**	**97,027,424**	**103,600,064**
Earnings per Share, basic and diluted		**Ch$**	**Ch$**	**Ch$**
Earnings per Series A Share	**19.5**	**104.12**	**121.54**	**129.78**
Earnings per Series B Share	**19.5**	**114.53**	**133.69**	**142.75**

The accompanying notes 1 to 28 form an integral part of these financial statements

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income
for the years ended December 31, 2012, 2011 and 2010

(Translation of consolidated financial statements originally issued in Spanish – See Note 2.2)

	01.01.2012 12.31.2012 ThCh$	01.01.2011 12.31.2011 ThCh$	01.01.2010 12.31.2010 ThCh$
Net income	**88,269,172**	**97,027,424**	**103,600,064**
Foreign exchange translation adjustment, before taxes	(42,186,310)	601,269	(11,883,798)
Income tax effect related to losses from foreign exchange rate translation differences included within other comprehensive income	1,089,225	(1,481,057)	585,028
Comprehensive income	**47,172,087**	**96,147,636**	**92,301,294**
Comprehensive income attributable to:			
Equity holders of the parent	46,541,295	96,146,951	92,302,105
Non-controlling interests	630,792	685	(811)
Total comprehensive income	**47,172,087**	**96,147,636**	**92,301,294**

The accompanying notes 1 to 28 form an integral part of these financial statements

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Statements of Changes in Equity

For the years ended December 31, 2012, 2011 and 2010

(Translation of consolidated financial statements originally issued in Spanish – See Note 2.2)

			Other reserves						
	Issued capital	Treasury shares	Translation reserves	Other reserves (various)	Total other reserves	Retained earnings	Controlling Equity	Non-Controlling interests	Total Equity
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Initial balance at 01.01.2012	**230,892,178**	**-**	**(22,459,879)**	**5,435,538**	**(17,024,341)**	**208,102,068**	**421,969,905**	**9,015**	**421,978,920**
Changes in Equity									
Comprehensive Income									
Net income	-	-	-	-		87,636,961	87,636,961	632,211	88,269,172
Other comprehensive income	-	-	(41,095,666)	-	(41,095,666)	-	(41,095,666)	(1,419)	(41,097,085)
Comprehensive income	-		**(41,095,666)**	-	**(41,095,666)**	**87,636,961**	**46,541,295**	**630,792**	**47,172,087**
Equity Issuance –Polar acquisition	39,867,121	-	-	**421,701,520**	**421,701,520**	-	461,568,641	**18,801,365**	480,370,006
Dividends	-	-	-	-	-	(55,894,367)	(55,894,367)	-	(55,894,367)
	-	-	-	-	-	-			
Purchase of treasury-stock	-	(21,725)	-	-	-	-	(21,725)	-	(21,725)
Total changes in equity	39,867,121	**(21,725)**	**(41,095,666)**	**421,701,520**	**380,605,854**	**31,742,594**	**452,193,844**	**19,432,157**	**471,626,001**
Ending balance at 12.31.2012	**270,759,299**	**(21,725)**	**(63,555,545)**	**427,137,058**	**363,581,513**	**239,844,662**	**874,163,749**	**19,441,172**	**893,604,921**

			Other reserves						
	Issued capital	Treasury shares	Translation reserves	Other reserves (various)	Total other reserves	Retained earnings	Controlling Equity	Non-Controlling interests	Total Equity
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Initial balance at 01.01.2011	**230,892,178**	**-**	**(21,582,425)**	**5,435,538**	**(16,146,887)**	**180,110,975**	**394,856,266**	**8,330**	**394,864,596**
Changes in Equity									
Comprehensive Income									
Net income	-	-	-	-	-	97,024,405	97,024,405	3,019	97,027,424
Other comprehensive income	-	-	(877,454)	-	(877,454)	-	(877,454)	(2,334)	(879,788)
Comprehensive income	-	-	**(877,454)**	-	**(877,454)**	**97,024,405**	**96,146,951**	**685**	**96,147,636**
Dividends	-	-	-	-	-	**(69,033,312)**	**(69,033,312)**	-	**(69,033,312)**
Total changes in equity	-	-	**(877,454)**	-	**(877,454)**	**27,991,093**	**27,113,639**	**685**	**27,114,324**
Ending balance at 12.31.2011	**230,892,178**	-	**(22,459,879)**	**5,435,538**	**(17,024,341)**	**208,102,068**	**421,969,905**	**9,015**	**421,978,920**

The accompanying notes 1 to 28 form an integral part of these financial statements

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES

Consolidated Statements of Changes in Equity

at December 31, 2012, 2011 and 2010

(Translation of consolidated financial statements originally issued in Spanish – See Note 2.2)

		Other reserves						
	Issued capital	Translation reserves	Other reserves (various)	Total other reserves	Retained earnings	Controlling Equity	Non-Controlling interests	Total Equity
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Initial balance at 01.01.2010	**230,892,178**	**(10,287,158)**	**5,435,538**	**(4,851,620)**	**147,508,036**	**373,548,594**	**9,141**	**373,557,735**
Changes in Equity								
Comprehensive Income								
Net income	-	-	-	-	103,597,372	103,597,372	2,692	103,600,064
Other comprehensive income	-	(11,295,267)	-	(11,295,267)	-	(11,295,267)	(3,503)	(11,298,770)
Comprehensive income	**-**	**(11,295,267)**	**-**	**(11,295,267)**	**103,597,372**	**92,302,105**	**(811)**	**92,301,294**
Dividends	-	-	-	-	(70,994,433)	(70,994,433)	-	(70,994,433)
Total changes in equity	-	**(11,295,267)**	-	**(11,295,267)**	**32,602,939**	**21,307,672**	**(811)**	**21,306,861**
Ending balance at 12.31.2010	**230,892,178**	**(21,582,425)**	**5,435,538**	**(16,146,887)**	**180,110,975**	**394,856,266**	**8,330**	**394,864,596**

The accompanying notes 1 to 28 form an integral part of these financial statements

EMBOTELLADORA ANDINA S.A. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
for the years ended December 31, 2012, 2011 and 2010
(Translation of consolidated financial statements originally issued in Spanish – See Note 2.2)

	NOTE	01.01.2012 12.31.2012	01.01.2011 12.31.2011	01.01.2010 12.31.2010
Cash flows provided by (used in) Operating Activities				
Cash flows provided by Operating Activities		**ThCh$**	**ThCh$**	**ThCh$**
Receipts from customers (including taxes)		1,557,595,968	1,383,987,572	1,197,298,500
Charges for premiums, services, annual fees and other policy benefits		-	162,979	1,490,134
Cash flows used in Operating Activities				
Supplier payments (including taxes)		(1,038,437,026)	(960,961,322)	(819,753,947)
Payroll		(109,386,885)	(88,025,877)	(81,670,428)
Other payments for operating activities (value-added taxes on purchases and sales and others)		(188,266,514)	(159,030,469)	(134,723,290)
Dividends received		725,000	2,061,957	1,379,837
Interest payments classified as from operations		(7,608,496)	(6,472,220)	(5,876,763)
Interest received classified as from operations		1,874,032	2,139,339	2,406,821
Income tax payments		(23,229,558)	(31,682,397)	(32,304,059)
Cash flows used in other operating activities		(4,409,721)	(3,229,066)	(2,399,096)
Net cash flows provided by Operating Activities		**188,856,800**	**138,950,496**	**125,847,709**
Cash flows provided by (used in) Investing Activities				
Capital decrease in Envases CMF S.A. and Sale of 43% interest in Vital S.A., net of cash previously held		-	5,355,930	-
Capital contribution to the associate Vital Jugos S.A.		-	(1,278,000)	-
Cash flows used in the purchase of non-controlling ownership interest (purchase o Sorocaba Refrescos S.A. and capital contribution in Vital Jugos S.A. after its proportional sale)		(35,877,240)	(3,249,000)	-
Other capital contributions to equity method investments		-	-	(15,229,291)
Other collections from the sale of equity or debt instruments of other entities		1,150,000	-	-
Proceeds from sale of property, plant and equipment		611,634	2,187,364	590,074
Purchase of property, plant and equipment		(143,763,670)	(126,930,944)	(95,461,555)
Proceeds from the maturity of marketable securities		14,864,854	75,422,008	72,746,562
Purchase of marketable securities		(1,455,348)	(39,484,304)	(47,156,718)
Payments on forward, term, option and financial exchange agreements		(1,360,880)	(451,825)	(2,368,356)
Collections from forward, term, option and financial exchange agreements		881,832	1,180,132	5,336,646
Other cash inputs (outputs) (1)		8,778,615	(2,372,559)	1,038,460
Net cash flows used in Investing Activities		**(156,170,203)**	**(89,621,198)**	**(80,504,178)**
Cash Flows provided by (used in) Financing Activities				
Long-term loans obtained		61,053,312	-	-
Short-term loans obtained		197,968,578	118,456,093	30,023,277
Loan payments		(188,693,538)	(111,722,342)	(23,328,736)
Purchase of treasury shares		(21,725)	-	-
Financial lease liability payments		(16,438)	-	-
Dividend payments by the reporting entity		(69,766,002)	(70,905,803)	(66,524,747)
Other cash inputs (outputs)		(4,075,171)	(2,987,333)	(2,717,533)
Net cash flows used in Financing Activities		**(3,550,984)**	**(67,159,385)**	**(62,547,739)**
Increase (Decrease) in Cash and cash equivalents, before effects of variations in foreign exchange rates		**29,135,613**	**(17,830,087)**	**(17,204,208)**
Effects of variations in foreign exchange rates on cash and cash equivalents		(4,911,280)	864,929	2,676,067
Net decrease in cash and cash equivalents		**24,224,333**	**(16,965,158)**	**(14,528,141)**
Cash and cash equivalents – beginning of year	**4**	31,297,922	48,263,080	62,791,221
Cash and cash equivalents - end of year	**4**	**55,522,255**	**31,297,922**	**48,263,080**

(1) Includes ThCh$4,970,923 in cash and cash equivalent contributed by companies incorporated as a result of the merger as described in note 1b) and
(2) ThCh$2,112,582 of the sale of 7% of Vital Jugos S.A. and 7.1% of Vital Aguas S.A. as described in note 13.

The accompanying notes 1 to 28 form an integral part of these financial statements

NOTE 1 - CORPORATE INFORMATION

a) Securities Registration and description of business

Embotelladora Andina S.A. is registered under No. 00124 of the Securities Registry and is regulated by the Chilean Superintendence of Securities and Insurance (SVS) pursuant to Law 18,046.

Embotelladora Andina S.A. (hereafter "Andina," and together with its subsidiaries, the "Company") engages mainly in the production and sale of Coca-Cola products and other Coca-Cola beverages. The Company has operations in Chile, Brazil, Argentina and Paraguay. In Chile, the geographic areas in which the Company has distribution franchises are regions II, III, IV, XI, XII, Metropolitan Region, Rancagua and San Antonio. In Brazil, the Company has distribution franchises in the states of Rio de Janeiro, Espírito Santo, Niteroi, Vitoria, and Nova Iguaçu. In Argentina, the Company has distribution franchises in the provinces of Mendoza, Córdoba, San Luis, Entre Ríos, Santa Fe, Rosario, Santa Cruz, Neuquén, El Chubut, Tierra del Fuego, Río Negro, La Pampa and the western zone of the Province of Buenos Aires. In Paraguay the franchised territory is the whole country.

The Company holds separate distribution licenses from The Coca-Cola Company for all of its territories. The licenses for the territories in Chile expire in 2013 and 2018; in Argentina they expire in 2013 and 2017; in Brazil they expire in 2017; while in Paraguay it expires in 2014. All these licenses are renewable on similar terms, unless either the Company or The Coca-Cola Company choose not to do so. The Company currently expect that the licenses will be renewed upon expiration based on similar terms and conditions.

As of December 31, 2012 the Freire Group and related companies hold 55.35% of the outstanding shares with voting rights corresponding to the Series A shares.

The main offices of Embotelladora Andina S.A. are located at Avenue El Golf 40, 4th floor, municipality of Las Condes, Santiago, Chile. Its taxpayer identification number is 91.144.000-8.

b) Merger with Embotelladoras Coca-Cola Polar S.A.

On March 30, 2012, after completion of due-diligence procedures, the Company signed a Promissory Merger Agreement with Embotelladoras Coca-Cola Polar S.A. ("Polar"). Polar is also a Coca-Cola bottler with operations in: Chile, servicing territories in the II, III, IV, XI and XII regions; Argentina, servicing territories in Santa Cruz, Neuquén, El Chubut, Tierra del Fuego, Río Negro La Pampa and the western zone of the province of Buenos Aires; and Paraguay, servicing the whole country. The merger was made in order to reinforce the Company's leadership position among Coca-Cola bottlers in South America.

NOTE 1 - CORPORATE INFORMATION (Continued)

The merger is being accounted for as the acquisition of Polar by the Company. Prior to closing, the merger was approved by the shareholders of both of the companies, as well as the Chilean Superintendence of Securities and Insurance, and the Coca-Cola Company. The terms of the merger prescribed the exchange of newly issued Company shares at a rate of 0.33269 Series A shares and 0.33269 Series B shares, for each outstanding share of Polar.

The physical exchange of shares took place on October 16, 2012, with which former shareholders of Polar then having a 19.68% ownership interest in the merged Company. Based upon the terms of the executed agreements, the actual control over day-to-day operations of Polar transferred to the Company as of October 1, 2012, and the Company began consolidating Polar's operations from that date forward. Additionally and as a result of Embotelladora Andina becoming the legal successor of Polar's rights and obligations, the Company indirectly acquired additional ownership interest in Vital Jugos S.A., Vital Aguas S.A. and Envases Central S.A. that added to its previous ownership interest in those entities. The Company's current ownership enables it to exercise control over these entities, and thus incorporate them into the consolidation of the consolidated financial statements beginning October 1, 2012.

Under IFRS 3, because the acquisition of control over Vital Jugos S.A. and Vital Aguas S.A, and Envases Central S.A. was made in stages, the preexisting equity method investment must be valued at fair value at the time of de-recognition, with the differences between fair value and book value being recognized in the result of the period in which control is obtained. The Company has not recognized a gain (or loss) in its 2012 results, because book values of the equity method investments did not differ significantly from their fair values at the date of de-recognition.

A total of 93,152,097 Series A shares and 93,152,097 Series B shares were issued at closing in exchange for 100% of Polar's outstanding shares. The total purchase price was ThCh$461,568,641 based on a share price of Ch$2,220 per Series A share and Ch$2,735 per Series B share on October 1, 2012. There are no contingent purchase price provisions. Transaction related costs of Ch$4,517,661 were expensed as incurred, and recorded as a component of other expenses by function in the Company's accompanying consolidated income statement..

NOTE 1 - CORPORATE INFORMATION (Continued)

The fair value of Polar's net assets acquired is as follows:

	ThCh$
Total current assets acquired, including cash amounting to ThCh$4,760,888	66,536,012
Property, plant and equipment	153,012,024
Other non-current assets	15,221,922
Contractual rights to distribute Coca-Cola products ("Distribution Rights")	459,393,920
Total Assets	**694,163,878**
Indebtedness	(99,924,279)
Other liabilities (includes deferred taxes of ThCh$81,672,940)	(149,131,027)
Total liabilities	**(249,055,306)**
Net Assets AcquiredAmounts attributed to non-controlling interests	445,108,572
Goodwill	16,460,068
Total consideration (Purchase Price)	**461,568,640**

The Company carried out the fair value of distribution rights, property, plant and equipment with the assistance of third-party valuations. Distribution rights are expected to be tax deductible for income tax purposes.

The Company expects to recover goodwill through related synergies with the available distribution capacity. Goodwill has been assigned to the cash generating unit of the Company in Chile (ThCh$8,503,023), Argentina (ThCh$1,041,633), and Paraguay (ThCh$6,915,412). Goodwill is not expected to be tax deductible for income tax purposes.

Condensed financial information of Polar for the period between October 1, 2012 and December 31, 2012 is as follows:

	ThCh$
Net sales	93,918,209
Income before taxes	5,465,844
Net income	4,648,021

Condensed financial information of Andina as if Polar were consolidated beginning January 1, 2012 is as follows (amounts are unaudited in nature):

	(UNAUDITED) ThCh$
Net sales	1,429,981,711
Income before taxes	133,211,027
Net income	95,050,027

NOTE 2 - BASIS OF PREPARATION OF CONSOLIDATED FINANCIAL STATEMENTS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

2.1 Periods covered

Consolidated statements of financial position: At December 31, 2012 and 2011.

Consolidated income statements by function and comprehensive income: For the years ended December 31, 2012, 2011 and 2010.

Consolidated statements of cash flows: For the years ended December 31, 2012, 2011 and 2010, using the "direct method".

Consolidated statements of changes in equity: For the years ended December 31, 2012, 2011 and 2010.

Rounding: The consolidated financial statements are presented in thousands of Chilean pesos and all values are rounded to the nearest thousand, except where otherwise indicated.

2.2 Basis of preparation

The accompany consolidated financial statements were prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board ("IASB").

The Company's 2012 Spanish language IFRS consolidated financial statements were approved by the Company's Board of Directors on February 28, 2013, with subsequent events first being considered through that date. Those Spanish language IFRS consolidated financial statements consisted of consoliated statements of financial position as of December, 31 2012 and 2011 along with consolidated income statements by function, consolidated statements of comprehensive income, consolidated statements of changes in equity, and consolidated statements of cash flows, each for the two years then ended. Those Spanish language IFRS consolidated financial statements were then subsequently approved by the Company's shareholders in its April 25, 2013 meeting.

Included in this 2012 English language translation IFRS consolidated financial statements are consolidated statements of financial position as of December 31, 2012 and 2011, along with consolidated income statements by function, consolidated statements of comprehensive income, consolidated statements of changes in equity and consolidated statements of cash flows (and the related disclosures) for each of the three years ended December 31, 2012. This three year presentation of operations, changes in equity and cash flows is required by the rules of the United States Securities and Exchange Commission. Other than such three year presentation and disclosure, the accompanying English language IFRS consolidated financial statements are consistent with the previously issued Spanish language IFRS consolidated financial statements. This three year English language IFRS consolidated financial statements were approved for issuances by the Board of Directors during a session held on April 30, 2013, with subsequent events considered through this later date.

NOTE 2 - BASIS OF PREPARATION OF CONSOLIDATED FINANCIAL STATEMENTS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

These Consolidated Financial Statements have been prepared based on accounting records kept by the Embotelladora Andina S.A. ("Parent Company") and by other entities forming part thereof. Each entity prepares its financial statements following the accounting principles and standards applicable in each country. Adjustments and reclassifications have been made, as necessary, in the consolidation process to align such principles and standards and then adapt them to IFRS.

For the convenience of the reader, these consolidated financial statements have been translated from Spanish to English, as explained above.

2.3 Basis of consolidation

2.3.1 Subsidiaries

The Consolidated Financial Statements include the Financial Statements of the Parent Company and the companies it controls (its subsidiaries). The Company has control when it has the power to direct the financial and operating policies of a company so as to obtain benefits from its activities. They include assets and liabilities as of December 31, 2012 and 2011 and results of operations and cash flows for the years ended December 31, 2012, 2011 and 2010. Income or losses from subsidiaries acquired or sold are included in the consolidated financial statements from the effective date of acquisition through the effective date of sale, as applicable.

The acquisition method is used to account for the acquisition of subsidiaries. The acquisition cost is the fair value of assets, of equity securities and of liabilities incurred or assumed on the date that control is obtained. Identifiable assets acquired and identifiable liabilities and contingencies assumed in a business combination are accounted for initially at their fair value as of the acquisition date. The excess acquisition cost plus non-controlling interest above the fair value of the Group's share in identifiable net assets acquired is recognized as goodwill. If the acquisition cost is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in income.

Intra-group transactions, balances, and unrealized gains and losses, are eliminated. Whenever necessary, the accounting policies of subsidiaries are modified to ensure uniformity with the policies adopted by the Company.

The value of non-controlling interest in equity and the results of the consolidated subsidiaries is presented in Equity; non-controlling interests, in the Consolidated Statement of Financial Position and in "net income attributable to non-controlling interests," in the Consolidated Income Statements by Function.

The consolidated financial statements include all assets, liabilities, income, expenses, and cash flows after eliminating intra-group balances and transactions.

NOTE 2 - BASIS OF PREPARATION OF CONSOLIDATED FINANCIAL STATEMENTS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The list of subsidiaries included in the consolidation is detailed as follows:

Taxpayer ID	Name of the Company	Percentage Interest					
		12-31-2012			12-31-2011		
		Direct	Indirect	Total	Direct	Indirect	Total
59.144.140-K	Abisa Corp S.A.	-	99.99	99.99	-	99.99	99.99
Foreign	Aconcagua Investing Ltda.(2)	0.71	99.28	99.99	-	-	-
96.842.970-1	Andina Bottling Investments S.A.	99.90	0.09	99.99	99.90	0.09	99.99
96.972.760-9	Andina Bottling Investments Dos S.A.	99.90	0.09	99.99	99.90	0.09	99.99
Foreign	Andina Empaques Argentina S.A. (1)	-	99.98	99.98	-	-	-
96.836.750-1	Andina Inversiones Societarias S.A.	99.99	-	99.99	99.99	-	99.99
76.070.406-7	Embotelladora Andina Chile S.A.	99.99	-	99.99	99.99	-	99.99
Foreign	Embotelladora del Atlántico S.A.	-	99.98	99.98	-	99.98	99.98
Foreign	Coca-Cola Polar Argentina S.A.	5.00	95.00	99.99	-	-	-
96.705.990-0	Envases Central S. A. (2)	59.27	-	59.27	49.91	-	49.91
96.971.280-6	Inversiones Los Andes Ltda.(2)	99.99	-	99.99	-	-	-
Foreign	Paraguay Refrescos S. A. (2)	0.08	97.75	97.83	-	-	-
Foreign	Rio de Janeiro Refrescos Ltda.	-	99.99	99.99	-	99.99	99.99
78.536.950-5	Servicios Multivending Ltda.	99.90	0.09	99.99	99.90	0.09	99.99
78.861.790-9	Transportes Andina Refrescos Ltda.	99.90	0.09	99.99	99.90	0.09	99.99
96.928.520-7	Transportes Polar S. A.(2)	99.99	-	99.99	-	-	-
76.389.720-6	Vital Aguas S. A. (2)	66.50	-	66.50	56.50	-	56.50
96.845.500-0	Vital Jugos S. A. (2)	15.00	50.00	65.00	-	57.00	57.00

(1) At a Special General Shareholders' Meeting held November 1st 2011, Embotelladora del Atlántico S.A. decided to divide part of its equity to form a new company, Andina Empaques Argentina S.A., for the purpose of developing the design, manufacture and sale of plastic products or products derived from the industry for plastics, primarily in the packaging division. The transaction became effective January1, 2012 from an accounting and tax perspective.

(2) Companies incorporated to the consolidation as of October 1, 2012 as a result of the merger with Embotelladoras Coca-Cola Polar S.A. explained in note 1 b).

2.3.2 Equity method investments

Associates are all entities over which the Company exercises significant influence but does not have control. Investments in associates are accounted for using the equity method and are initially recognized at cost.

The Company's share in income and losses subsequent to the acquisition of associates is recognized in income.

Unrealized gains in transactions between the Company and its associates are eliminated to the extent of the interest the Company holds in those associates. Unrealized losses are also eliminated unless there is evidence in the transaction of an impairment loss on the asset being transferred. Whenever necessary, the accounting policies of associates are adjusted for reporting purposes to assure uniformity with the policies adopted by the Company.

2.4 Financial reporting by operating segment

IFRS 8 requires that entities disclose information on the revenues of operating segments. In general, this is information that Management and the Board of Directors use internally to evaluate the profitability of segments and decide how to allocate resources to them. Therefore, the following operating segments have been determined based on geographic location:

- Chilean operations
- Brazilian operations
- Argentine operations
- Paraguayan operations

2.5 Foreign currency translation

2.5.1 Functional currency and currency of presentation

The items included in the financial statements of each of the entities in the Company are valued using the currency of the main economic environment in which the entity does business ("functional currency"). The consolidated financial statements are presented in Chilean pesos, which is the parent company's functional currency and presentation currency.

2.5.2 Balances and transactions

Foreign currency transactions are converted to the functional currency using the foreign exchange rate prevailing on the date of each transaction. The gains and losses resulting from the settlement of these transactions and the conversion of the foreign currency–denominated assets and liabilities at the closing foreign exchange rates are recognized in the income account by function.

The foreign exchange rates and values prevailing at the close of each of the periods presented were:

	Exchange rate to the Chilean peso					
Date	US$ dollar	R$ Brazilian Real	A$ Argentine Peso	UF ¨Unidad de Fomento	Paraguayan Guaraní	€ Euro
12.31.2012	479.96	234.87	97.59	22,840.75	0.11	634.45
12.31.2011	519.20	276.79	120.63	22,294.03	0.12	672.97
12.31.2010	468.01	280.89	117.71	21,455.55	0.10	621.53

2.5.3 Translation of foreign subsidiaries

The financial position and results of operations of all entities in the Company (none of which use the currency of a hyperinflationary economy) operating under a functional currency other than the presentation currency are translated to the presentation currency as follows:

(i) Assets and liabilities in each statement of financial position are translated at the closing foreign exchange rate as of the reporting date;
(ii) Income and expenses of each income statement account are translated at the average foreign exchange rate for the period; and
(iii) All resulting translation differences are recognized as other comprehensive income.

The companies that use a functional currency different from the presentation currency of the parent company are:

Company	Functional currency
Rio de Janeiro Refrescos Ltda. (Brazil Segment)	R$ Brazilian Real
Embotelladora del Atlántico S.A. (Argentina Segment)	A$ Argentine Peso
Andina Empaques Argentina S. A. (Argentina Segment)	A$ Argentine Peso
Paraguay Refrescos S. A. (Paraguay Segment)	G$ Paraguayan Guaraní

In the consolidation, the translation differences arising from the conversion of a net investment in foreign entities are recognized in other comprehensive income. Exchange rate differences from accounts receivable which are considered to be part of an equity investment, have been recognized as comprehensive income net of deferred taxes, if applicable. On disposal of the investment, those translation differences are recognized in the income statement as part of the gain or loss on the disposal of the investment.

2.6 Property, plant, and equipment

The assets included in property, plant and equipment are recognized at their historical cost or the cost given as of the date of application of IFRS, less depreciation and cumulative impairment losses.

The cost of property, plant and equipment includes expenses directly attributable to the acquisition of the items less government subsidies resulting from the difference between the market interest rates of the financial liabilities and the preferential government credit rates. The historical cost also includes revaluations and price-level restatement of opening balances (attributed cost) at January 1, 2009, due to first-time exemptions in IFRS.

Subsequent costs are included in the value of the original asset or recognized as a separate asset only when it is likely that the future economic benefit associated with the elements of property, plant and equipment will flow to the Company and the cost of the element can be dependably determined. The value of the component that is substituted is derecognized. The remaining repairs and maintenance are charged to the income statement in the fiscal period in which they incurred.

Land is not depreciated. Other assets, net of residual value, are depreciated by distributing the cost of the different components on a straight line basis over the estimated useful life, which is the period during which the Company expects to use them.

The estimated useful lives by asset category are:

Assets	Range in years
Buildings	30-50
Plant and equipment	10-20
Warehouse installations and accessories	10-30
Other accessories	4-5
Motor vehicles	5-7
Other property, plant and equipment	3-8
Bottles and containers	2-8

The residual value and useful lives of assets are revised and adjusted at each reporting date, if necessary,

When the value of an asset is higher than its estimated recoverable amount, the value is reduced immediately to the recoverable amount.

Gains and losses on the disposal of property, plant, and equipment are calculated by comparing the disposal proceeds to the carrying amount, and are charged to the income statement.

Items available for sale and that fulfill the conditions under IFRS 5 “Non-Current Assets Available for Sale” are separate from property, plant and equipment are presented under current assets as the lower value between book value and fair value less costs of sale

2.7 Intangible assets and Goodwill

2.7.1 Goodwill

Goodwill represents the excess cost of acquisition and non-controlling interest over the fair value of the Company's share in identifiable net assets of the subsidiary on the acquisition date. The goodwill is recognized separately and tested annually for impairment. Goodwill is carried at cost, less accumulated impairment losses.

Gains and losses on the sale of an entity include the carrying amount of the goodwill related to that entity.

The goodwill is allocated to cash-generating units (CGU) in order to test for impairment losses. The allocation is made to CGUs that are expected to benefit from the business combination that generated the goodwill.

2.7.2 Distribution rights

Distribution rights correspond to contractual rights to produce and distribute products under the Coca-Cola brand in certain territories in Argentina, Chile and Paraguay acquired during the Polar merger discussed in Note 1 b). Distribution rights have an indefinite useful life and are not amortized, given that that the Company believes that the bottling agreements will be indefinitely renewed by the Coca-Cola Company upon similar terms and conditions. They are subject to impairment tests on a yearly basis.

2.7.3 Water rights

Water rights that have been paid for are included in the group of intangible assets, carried at acquisition cost. They are not amortized since they have no expiration date, but are annually tested for impairment.

2.8 Impairment losses

Assets that have an indefinite useful life, such as intangibles related to distribution rights and goodwill, are not amortized and are annually tested for impairment loss. Amortizable assets and property, plant and equipment are tested for impairment whenever there is an event or change in circumstances indicating that the carrying amount might not be recoverable. The carrying value of the asset exceeding its recoverable amount is recognized as an impairment loss. The recoverable amount is the higher of an asset's fair value less costs to sell or its value in use.

In order to evaluate impairment, assets are grouped at the lowest level for which there are separately identifiable cash flows (cash generating units). Non-financial assets other than goodwill that were impaired are reviewed at each reporting date to determine if the impairment loss should be reversed.

2.9 Financial assets

The Company classifies its financial assets into the following categories: financial assets at fair value through profit or loss, loans and accounts receivable, and assets held until maturity. The classification depends on the purpose for which the financial assets were acquired. Management determines the classification of financial assets at the time of initial recognition.

2.9.1 Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss are financial assets available for sale. A financial asset is classified in this category if it is acquired mainly for the purpose of being sold in the short term. Assets in this category are classified as current assets.

Losses or gains from changes in fair value of financial assets at fair value through profit and loss are recognized in the income statement under finance income or expenses during the year in which they occur.

2.9.2 Loans and accounts receivable

Loans and accounts receivable are not quoted in an active market. They are recorded in current assets, unless they are due more than 12 months from the reporting date, in which case they are classified as non-current assets. Loans and accounts receivable are included in trade and other accounts receivable in the consolidated statement of financial position and they are presented at their amortized cost.

2.9.3 Financial assets held to maturity

Other financial assets corresponds to bank deposits that the Company's management has the positive intention and ability to hold until their maturity. They are recorded in current assets because they mature in less than 12 months from the reporting date and are presented at their amortized cost, less impairment.

Accrued interest is recognized in the consolidated income statement under finance income during the year in which it occurs.

2.10 Derivatives and hedging

The derivatives held by the Company correspond to transactions hedged against foreign currency exchange rate risk and the price of raw materials, property, plant and equipment, loan obligations and materially offset the risks that are hedged.

The method to recognize the resulting loss or gain, as well as its classification within the balance, depends on if the derivative has been appointed as a hedging instrument and of the item being hedged.

2.10.1 Hedging derivative instruments

Hedging derivative instruments are recorded at fair value and the effect is recorded under assets, liabilities, income and expenses, along with any change in the reasonable value of the hedged asset or liability attributable to the risk covered.

2.10.2 Non-hedging derivative instruments

The derivatives are accounted for at fair value. If positive, they are recorded under “other current financial assets”. If negative, they are recorded under “other current financial liabilities.”

The Company’s derivatives agreements do not qualify as hedges pursuant to IFRS requirements. Therefore, the changes in fair value are immediately recognized in the income statement under “other income and losses”

The Company does not use hedge accounting for its foreign investments.

The Company has also evaluated the derivatives implicit in financial contracts and instruments to determine whether their characteristics and risks are closely related to the master agreement, as stipulated by IAS 39.

Fair value hierarchy

The Company has recorded a liability as of December 31, 2012 and 2011 foreign exchange derivatives contracts classified within the other current financial liabilities (current financial liabilities). These contracts are carried at fair value in the statement of financial position. The Company uses the following hierarchy for determining and disclosing the fair value of financial instruments by valuation technique:

Level 1: Quoted (unadjusted) prices in active markets for identical assets or liabilities.
Level 2: Assumptions different to quoted prices included in Level 1 and that are applicable to assets and liabilities, be it directly (as price) or indirectly (i.e. derived from a price).
Level 3: Assumptions for assets and liabilities that are not based on information observed directly in the market.

During the years ended December 31, 2012, 2011 and 2010, there were no transfers of items between fair value measurements categories all of which were valued during the period using Level 2.

2.11 Inventory

Inventories are valued at the lower of cost and net realizable value. Cost is determined by using the weighted average cost method. The cost of finished products and of work in progress includes raw materials, direct labor, other direct costs and manufacturing overhead (based on operating capacity) to bring the goods to marketable condition, but it excludes interest expense. The net realizable value is the estimated selling price in the ordinary course of business, less any variable cost of sale.

Estimates are also made for obsolescence of raw materials and finished products based on turnover and ageing of the items involved.

2.12 Trade receivable

Trade accounts receivable are recognized initially at amortized cost, given the short term in which they are recovered, less any impairment loss. A provision is made for impairment losses on trade accounts receivable when there is objective evidence that the Company will be incapable of collecting all sums owed according to the original terms of the receivable, based either on individual analyses or on global aging analyses. The carrying amount of the asset is reduced as the provision is used and the loss is recognized in administrative and sales expenses in the consolidated income statement by function.

2.13 Cash and cash equivalents

Cash and cash equivalents include cash at banks and on hand, time deposits in banks and other short-term, highly liquid investments and low risk of change in value with purchased original maturities of three months or less.

2.14 Other financial liabilities

Bank funding such as debt securities issued are initially recognized at fair value, net of transaction costs. Liabilities with third parties are later valued at amortized cost. Any difference between the funding obtained (net of the costs required to obtain it) and the reimbursement amount is recognized in the income statement during the term of the debt using the effective interest rate method.

2.15 Government subsidies

Government subsidies are recognized at their fair value when it is sure that the subsidy will be received and that the Company will meet all the established conditions.

Operating cost-related subsidies are deferred and recognized on the income statement in the period of the corresponding operating cost.

Subsidies for the purchase of property, plant and equipment are deducted from the cost of the related asset in property, plant and equipment and recognized on the income statement, on a straight-line basis during the estimated useful life of the related asset.

2.16 Income tax

The Company and its subsidiaries in Chile account for income tax according to the net taxable income calculated by the rules in the Income Tax Law. Subsidiaries abroad account for income taxes according to the regulations of the country in which they operate.

Deferred taxes are calculated using the balance sheet - liability method on the temporary differences between the tax basis of assets and liabilities and their carrying amounts in the consolidated financial statements, using the tax rate in the year of reversal of the difference.

Deferred tax assets are recognized to the extent that it is probable that future taxable profits will be available against which the temporary differences can be offset.

The Company does not recognize deferred taxes for temporary differences from investments in subsidiaries and associates in which the Company can control the timing of reversal and it is likely that they will not be reversed in the foreseeable future.

2.17 Employee benefits

The Company has established a provision for post-retirement compensation according to years of service that will be paid to its employees according to the individual and collective contracts in place. This provision is accounted for at the actuarial value in accordance with IAS 19. The positive or negative effect on compensation because of changes in estimates (turnover, mortality, retirement, and other rates) is recorded directly in income.

The Company also has an executive retention plan. It is accounted for as a liability according to the guidelines of the plan. This plan grants certain executives the right to receive a fixed cash payment on a pre-set date once they have completed the required years of employment.

The Company and its subsidiaries have made a provision account for the cost of vacation and other employee benefits on an accrual basis. This liability is recorded under provisions.

2.18 Provisions

Provisions for litigation and other contingencies are recognized when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated.

2.19 Leases

a) Operating

Operating lease payments are recognized as an expense on a straight-line basis over the term of the lease.

b) Financial

Property, plant and equipment assets where the Company substantially maintains all the risks and benefits derived from them are classified as financial leases. Financial leases are capitalized at the inception of the lease at the lesser of the fair value of property plant and equipment asset leased and the present value of the minimum lease payments.

2.20 Deposits for returnable containers

This is a liability comprised of cash collateral received from customers for bottles and other returnable containers made available to them.

The liability pertains to the deposit amount that is reimbursed if the customer or distributor returns the bottles and cases in good condition, together with the original invoice. Estimation of the liability is based on the inventory of bottles given as a loan to clients and distributors, the estimated amount of bottles in circulation, and a historical average weighted value per bottle or case.

Deposits for returnable containers are presented as a current liability because the Company does not have a legal right to defer settlement for a period in excess of one year. However, the Company does not anticipate any material cash settlements for such amounts during the upcoming year.

2.21 Revenue recognition

Revenue is measured at fair value of the consideration received or receivable for the sale of goods in the ordinary course of the Company's business. Revenue is presented net of value-added tax, returns, rebates, and discounts and net of sales between the companies that are consolidated.

The Company recognizes revenue when earned and the amount of revenue can be reliably measured and it is probable that the future economic benefits will flow to the Company.

Revenues are recognized once the products are physically delivered to clients.

2.22 Contributions of The Coca-Cola Company

The Company receives certain discretionary contributions from The Coca-Cola Company, related to the financing of advertising and promotional programs for its products in the territories where it has distribution licensing. The resources received are recorded as a reduction in marketing expenses in the consolidated income statement. Given its discretionary nature, the portion of contributions received in one period does not imply it will be repeated in the following period.

In certain limited situations there is a legally binding agreement with The Coca-Cola Company through which the Company receives contributions for the building and acquisition of specific elements of property, plant and equipment. In those situations, payments received pursuant to these agreements are recorded as a reduction of the cost of the respective assets acquired.

2.23 Dividend payments

Dividend payments to the Company's shareholders are recognized as a liability in the consolidated financial statements of the Company, based on the obligatory 30% minimum in accordance with the Corporations Law.

2.24 Critical accounting estimates and judgments

The Company makes estimates and judgments about the future. Actual results may differ from previously estimated amounts. The estimates and judgments that might have a material impact on future financial statements are explained below:

2.24.1 Impairment of goodwill and intangible assets of indefinite useful life

The Company tests if goodwill and intangible assets of indefinite useful life (such as distribution rights) have suffered impairment loss on an annual basis or whenever there are indicators of impairment. The recoverable amounts of cash generating units are determined based on calculations of the value in use. The key variables that management calculates include the volume of sales, prices, marketing expenses and other economic factors. The estimation of these variables requires a material administrative judgment as those variables imply inherent uncertainties. However, the assumptions are consistent with our internal planning. Therefore, management evaluates and updates estimates according to the conditions affecting the variables. If these assets are deemed to have become impaired, they will be written off at their estimated fair value or future recovery value according to discounted cash flows.

2.24.2 Fair Value of Assets and Liabilities

IFRS requires in certain cases that assets and liabilities be recorded at their fair value. Fair value is the amount at which an asset can be purchased or sold or the amount at which a liability can be incurred or liquidated in an actual transaction among parties duly informed under conditions of mutual independence, different from a forced liquidation.

The basis for measuring assets and liabilities at fair value are the current prices in the active market. Lacking such an active market, the Company estimates said values based on the best information available, including the use of models or other valuation techniques.

The Company estimated the fair value of the intangible assets acquired as a result of the Polar merger based on the multiple period excess earning method, which implies the estimation of future cash flows generated by the intangible asset, adjusted by cash flows that do not come from the intangible asset, but from other assets. For this, the Company estimated the time during which the intangible asset will generate cash flows, the cash flows themselves, cash flows from other assets and a discount rate.

Other assets acquired and implicit liabilities in the business combination are carried at fair value using valuation methods that are considered appropriate under the circumstances including the cost of depreciated recovery and recent transaction values for comparable assets, among others. These methodologies require certain inputs to be estimated, including the estimation of future cash flows.

2.24.3 Allowances for doubtful accounts

The Company evaluates the possibility of collecting trade accounts receivable using several factors. When the Company becomes aware of a specific inability of a customer to fulfill its financial commitments, a specific provision for doubtful accounts is estimated and recorded, which reduces the recognized receivable to the amount that the Company estimates will ultimately be collected. In addition to specifically identifying potential uncollectible customer accounts, allowances for doubtful accounts are determined based on historical collection history and a general assessment of trade accounts receivable, both outstanding and past due, among other factors. The balance of the Company's trade accounts receivable was ThCh$159,540,993 at December 31, 2012 (ThCh$114,618,699 at December 31, 2011), net of an allowance for doubtful accounts provision of ThCh$1,486,749 at December 31, 2012 (ThCh$1,544,574 at December 31, 2011).

2.24.4 Useful life, residual value and impairment of property, plant, and equipment

Property, plant, and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful life of those assets. Changes in circumstances, such as technological advances, changes to the Company's business model, or changes in its capital strategy might modify the effective useful lives as compared to our estimates. Whenever the Company determines that the useful life of property, plant and equipment might be shortened, it depreciates the excess between the net book value and the estimated recoverable amount according to the revised remaining useful life. Factors such as changes in the planned use of manufacturing equipment, dispensers, and transportation equipment or computer software could make the useful lives of assets shorter. The Company reviews the impairment of long-lived assets each time events or changes in circumstances indicate that the book value of any of those assets might not be recovered. The estimate of future cash flows is based, among other things, on certain assumptions about the expected operating profits in the future. Company estimates of non-discounted cash flows may differ from real cash flows because of, among other reasons, technological changes, economic conditions, changes in the business model, or changes in the operating profit. If the sum of non-discounted cash flows that have been projected (excluding interest) is less than the carrying value of the asset, the asset will be written down to its estimated fair value.

2.24.5 Liabilities for returnable container collateral

The Company records a liability for deposits received in exchange for bottles and cases provided to its customers and distributors. This liability represents the amount of the deposit that must be returned if the client or distributor returns the bottles and cases in good condition, together with the original invoice. This liability is estimated on the basis of an inventory of bottles given on loan to customers and distributors, estimates of bottles in circulation and the weighted average historical cost per bottle or case. Management must make several assumptions in relation to this liability in order to estimate the number of bottles in circulation, the amount of the deposit that must be reimbursed and the timing of disbursements.

2.25 New IFRS and interpretations of the IFRS Interpretations Committee (IFRSIC)

The following IFRS and Interpretations of the IFRSIC have been published:

New Standards	Mandatory Effective Date
IFRS 9 Financial instruments: Classification and measurement	January 1, 2015
IFRS 10 Consolidated Financial Statements	January 1, 2013
IFRS 11 Joint Arrangements	January 1, 2013
IFRS 12 Disclosure of Interests in Other Entities	January 1, 2013
IFRS 13 Fair Value Measurement	January 1, 2013

IFRS 9 "Financial Instruments"

This Standard introduces new requirements for the classification and measurement of financial assets and early application is permitted. All financial assets must be classified in their entirety on the basis of the Company's business model for financial asset management and the characteristics of contractual cash flows of financial assets. Under this standard, financial assets are measured at the amortized cost or fair value. Only financial assets classified as measured at the amortized cost must be impairment-tested. This standard applies to years beginning on or after January 1, 2015, and it can be adopted earlier.

IFRS 10 "Consolidated Financial Statements" / IAS 27 "Separate Financial Statements"

This Standard supersedes the part of IAS 27 on Separate and Consolidated Financial Statements that spoke of accounting for consolidated financial statements. It also includes matters in SIC-12, Special-Purpose Entities. IFRS 10 establishes one single control model that applies to all entities (including special purpose or structured entities). The changes made by IFRS 10 will require that management exercise significant professional judgment in determining which entity is controlled and which must be consolidated.

IFRS 11 "Joint Arrangements"/ IAS 28 "Investments in Associates and Joint Ventures"

IFRS 11 supersedes IAS 31 Interests in Joint Ventures and SIC 13 Jointly Controlled Entities – Non-Monetary Contributions by Joint Ventures. IFRS 11 uses some of the terms used in IAS 31, but with different meanings. IAS 31 identifies three types of joint ventures, but IFRS 11 only considers of two types (joint ventures and joint operations) when there is a joint control. Since IFRS 11 uses the IFRS 10 principle of control to identify control, determining whether there is a joint control can change. Moreover, IFRS 11 takes away the alternative of accounting for jointly controlled entities (JCEs) using a proportional consolidation. Instead, JCEs meeting the definition of joint ventures must be accounted for using the equity method. An entity must recognize the assets, liabilities, income and expenses, if any, of joint operations, which include jointly controlled assets, former jointly controlled operations and former JCEs.

IFRS 12 "Disclosure of Interests in Other Entities"

IFRS 12 includes all consolidation-related disclosures that were previously in IAS 27 as well as all disclosures previously included in IAS 31 and IAS 28. These disclosures relate to the interests in related companies, joint arrangements, associates and structured entities. A number of new disclosures are also required.

IFRS 13 "Fair Value Measurement"

IFRS 13 establishes a new guide on how to measure fair value, when required or permitted by IFRS. When an entity must use the fair value remains the same. The standard changes the definition of fair value—Fair Value: The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). Some new disclosures are also added.

Additionally it incorporates some new disclosures

Improvements and amendments		Mandatory application date
IFRS 7	Financial Instruments: Disclosure	January 1, 2013
IFRS 10	Consolidated Financial Statements	January 1, 2013
IFRS 11	Joint Arrangements	January 1, 2013
IFRS 12	Disclosure of Interests in Other Entities	January 1, 2013
IAS 1	Presentation of Financial Statements	January 1, 2013
IAS 16	Property, Plant and Equipment	January 1, 2013
IAS 19	Employee Benefits	January 1, 2013
IAS 27	Consolidated and Separate Financial Statements	January 1, 2013
IAS 28	Investments in Associates and Joint Ventures	January 1, 2013
IAS 32	Financial Instruments – Presentation	January 1, 2013
IAS 34	Interim Financial Reporting	January 1, 2013

IFRS 7 Financial Instruments: Disclosure

An amendment to IAS 7 was issued in December 2011 that requires entities to disclose under financial information the effects or possible effects of the compensation agreements of the financial instruments over the entity's financial position. The rule is applicable beginning January 1, 2013.

IFRS 10 Consolidated Financial Statements, IFRS 11 Joint Arrangements, IFRS 12 Disclosure of Interests in Other Entities

June 28, 2012 the IASB issued amendments to clarify the transition guidance to IFRS 10 Consolidated Financial Statements. The amendments also provide additional transition exceptions in the application of IFRS 10, IFRS 11 Joint Arrangements and IFRS 12 Disclosure of Interests in other Entities, limiting the requirement to provide restated comparative information only for the preceding comparative period. On the other hand, for the first year that IFRS 12 is applied, the requirement to present comparative information for the disclosures related to unconsolidated structured entities is removed. Effective date for the amendments are the annual periods beginning on or after January 1, 2013, also aligned with the effective date of IFRS 10, 11 and 12.

NOTE 2 - BASIS OF PREPARATION OF CONSOLIDATED FINANCIAL STATEMENTS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

IAS 1 "Presentation of Financial Statements"

Annual Improvements 2009-2011 Cycle issued in May 2012, amended paragraphs 10, 38 and 41, eliminated paragraphs 39-40 and added paragraphs 38A-38D and 40A-40D, clarifying the difference between voluntary additional comparative information and the minimum required comparative information. Generally the minimum comparative period required is the previous period. An entity must include comparative information in the notes related to the financial statements when the entity voluntarily supplies comparative information beyond the minimum comparative period required. The additional comparative period does not need to contain a complete set of financial statements. Also, opening balances of the financial statements (known as the third balance sheet) must be presented in the following circumstances: when the entity changes its accounting policies; carries out retroactive restatements or reclassifications, and that this change has a material effect on the financial statement. The initial balance of the financial statement would be as of the previous period. However, contrary to voluntary comparative information, the related notes are not required to accompany the third balance sheet. An entity will apply these amendments retrospectively in accordance with IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors for annual periods beginning on January 1, 2013. Early adoption is permitted as long as it is disclosed.

IAS 16 "Property, Plant and Equipment"

Annual Improvements 2009-2011 Cycle issued in May 2012, amended paragraph 8. The amendment clarifies that spare parts and auxiliary equipment that fulfill the definition of property, plant and equipment are not considered inventory. An entity will apply this amendment retrospectively in accordance with IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors for annual periods beginning on January 1, 2013. Early adoption is permitted as long as it is disclosed.

IAS 19 – "Employee Benefits"

On June 16 2011, the IASB published an amended IAS 19 – Employee Benefits that change accounting for defined benefit plans and termination benefits. The amendments require recognition of changes in the defined benefit liability (asset) plan, eliminating the use of the corridor approach and accelerating the recognition of past service costs. Changes in the defined benefit liability (asset) plan are separated in three components: service cost, net interest on liability (asset) for defined benefits and re-measurements of liability (asset) for defined benefits.

Net interest is calculated using the rate of return for high-quality corporate bonds. This could be lower than the rate currently used to calculate the expected return over plan assets, resulting in a decrease of earnings for the period. The amendments are effective for annual periods beginning on or after January 1, 2013, early adoption is permitted. Retrospective application is required with certain exceptions.

IAS 27 – Consolidated and Separate Financial Statements

In May 2011, IASB issued a revised IAS 27 with an amended title – Separate Financial Statements. IFRS 10 Consolidated Financial Statements establishes a single control model that applies to all entities and the requirements relating the preparation of consolidated financial statements.

IAS 28 – Investments in Associates and Joint Ventures

Issued in May 2011, IAS 28 Investments in Associates and Joint Ventures, prescribes accounting of investments in associates and establishes the requirements of application on the equity method to investments in associates and joint ventures.

IAS 32 "Financial Instruments – Presentation"

Annual Improvements 2009-2011 Cycle issued in May 2012, amended paragraphs 35, 37 and 39 and added paragraph 35A, that clarifies that income taxes arising from distributions to equity holders are accounted for in accordance with IAS 12 Income Taxes. The amendment removes existing income tax requirements from IAS 32 and requires entities to apply the requirements in IAS 12 to any income tax arising from distributions to equity holders. An entity will apply these amendments retrospectively in accordance with IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors and applies to annual periods beginning on January 1, 2013. Early adoption is permitted as long as it disclosed.

IAS 32 amendments issued in December 2011 clarify the differences in the application regarding compensation and reduce the diversity in the current application. The rule is applicable beginning January 1, 2014 and early application is permitted.

IAS 34 "Interim Financial Reporting"

Annual Improvements 2009-2011 Cycle issued in May 2012, amended paragraph 16A. The amendment clarifies the requirements in IAS 34 relating to segment information for total assets and liabilities for each reportable segment to enhance consistency with the requirements in IFRS 8 Operating Segments. Amended paragraph 16A establishes that total assets and liabilities for a particular reportable segment need to be disclosed only when the amounts are regularly provided to the chief operating decision maker and there has been a material change in the total amount disclosed in the entity's previous annual financial statements for that reportable segment.

An entity will apply this amendment retrospectively in accordance with IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors and applies to annual periods beginning on January 1, 2013. Early adoption is permitted as long as it disclosed.

Management of the Company and its subsidiaries have studied the impact of these new standards and have asserted they do not materially impact these consolidated financial statements.

NOTE 3 – REPORTING BY SEGMENT

The Company provides information by segments according to IFRS 8 "Operating Segments," which establishes standards for reporting by operating segment and related disclosures for products, services, and geographic areas.

The Company's Board of Directors and Management measures and evaluates performance of segments according to the operating income of each of the countries where there are franchises.

The operating segments are determined based on the presentation of internal reports to the senior officer in charge of operating decisions. That officer has been identified as the Company Board of Directors as the board makes strategic decisions.

The segments defined by the Company for strategic decision-making are geographic. Therefore, the reporting segments correspond to:

- Chilean operations
- Brazilian operations
- Argentine operations
- Paraguayan operations

The four operating segments conduct their business through the production and sale of soft drinks, other beverages, and packaging.

The income and expense related to corporate management are assigned to the Chilean operation in the operating segment.

The total income by segment includes sales to unrelated customers and inter-segment sales, as indicated in the Company's consolidated statement of income.

A summary of the operations by segment of the Company is detailed as follows, according to IFRS:

NOTE 3 – REPORTING BY SEGMENT (Continued)

A summary of the Company's segment operations in accordance to IFRS is as follows:

For the year ended December 31, 2012	Chile Operation ThCh$	Argentina Operation ThCh$	Brazil Operation ThCh$	Paraguay Operation ThCh$	Consolidated Total ThCh$
Operating revenue from external customers	373,744,135	314,923,641	451,596,741	32,028,300	1,172,292,817
Interest income	803,029	301,025	1,602,098	21,907	2,728,059
Interest expense	(7,540,887)	(2,277,362)	(1,231,153)	(123,351)	(11,172,753)
Interest income, net	**(6,737,858)**	**(1,976,337)**	**370,945**	**(101,444)**	**(8,444,694)**
Depreciation and amortization	(24,290,171)	(11,201,323)	(16,064,773)	(2,267,871)	(53,824,138)
Total significant expenses items	(319,517,173)	(284,142,437)	(392,538,658)	(25,556,545)	(1,021,754,813)
Net income of the segment reported	**23,198,933**	**17,603,544**	**43,364,255**	**4,102,440**	**88,269,172**
Share of the entity in income of associates accounted for using the equity method, total	1,120,893	-	649,005	-	1,769,898
Income tax expense (income)	(7,378,459)	(10,204,847)	(20,365,279)	(556,051)	(38,504,636)
Segment assets, total	**756,203,625**	**200,769,953**	**324,432,040**	**258,430,713**	**1,539,836,331**
Carrying amount in associates and joint ventures accounted for using the equity method, total	17,848,009	-	55,232,052	-	73,080,061
Capital expenditures and other	57,115,820	46,833,922	69,605,956	6,085,212	179,640,910
Liabilities of the segments, total	**367,012,519**	**108,896,064**	**130,102,661**	**40,220,166**	**646,231,410**
Cash flows provided by in Operating Activities	62,059,810	42,711,789	74,224,089	9,861,112	188,856,800
Cash flows used in Investing Activities	(39,707,483)	(43,996,852)	(69,604,445)	(2,861,423)	(156,170,203)
Cash flows used in Financing Activities	(38,808,788)	2,720,303	32,537,501	-	(3,550,984)

NOTE 3 – REPORTING BY SEGMENT (Continued)

For the year ended December 31, 2011	Chile Operation	Argentina Operation	Brazil Operation	Consolidated Total
	ThCh$	ThCh$	ThCh$	ThCh$
Operating revenue from external customers	304,948,177	232,222,929	445,693,311	982,864,417
Interest income	1,490,143	140,622	1,551,669	3,182,434
Interest expense	(5,513,503)	(1,063,755)	(657,918)	(7,235,176)
Interest income, net	**(4,023,360)**	**(923,133)**	**893,751**	**(4,052,742)**
Depreciation and amortization	(15,894,245)	(7,780,619)	(15,822,662)	(39,497,526)
Total significant expenses items	(245,290,025)	(209,078,941)	(387,917,759)	(842,286,725)
Net income of the segment reported	**39,740,547**	**14,440,236**	**42,846,641**	**97,027,424**
Share of the entity in income of associates accounted for using the equity method, total	2,663,439	-	(637,281)	2,026,158
Income tax expense (income)	(7,539,223)	(7,766,215)	(19,379,223)	(34,684,661)
Segment assets, total	**320,036,934**	**121,366,676**	**300,555,733**	**741,959,343**
Carrying amount in associates and joint ventures accounted for using the equity method, total	36,568,610	-	23,722,356	60,290,966
Capital expenditures and other	77,195,636	25,311,303	28,951,005	131,457,944
Liabilities of the segments, total	**146,195,277**	**78,344,985**	**95,440,161**	**319,980,423**
Cash flows provided by in Operating Activities	60,517,314	23,655,598	54,777,584	138,950,496
Cash flows used in Investing Activities	(35,007,230)	(25,668,834)	(28,945,134)	(89,621,198)
Cash flows used in Financing Activities	(71,802,207)	4,925,725	(282,903)	(67,159,385)

NOTE 3 – REPORTING BY SEGMENT (Continued)

For the year ended December 31, 2010	Chile Operation ThCh$	Argentina Operation ThCh$	Brazil Operation ThCh$	Consolidated Total ThCh$
Operating revenue from external customers, total	295,658,591	185,273,657	407,781,634	888,713,882
Interest income, total for segments	1,176,029	253,667	1,946,442	3,376,138
Interest expense, total for segments	(5,256,730)	(1,069,665)	(1,075,436)	(7,401,831)
Interest income, net, total for segments	**(4,080,701)**	**(815,998)**	**871,006**	**(4,025,693)**
Depreciation and amortization, total for segments	(15,958,801)	(7,204,876)	(13,850,832)	(37,014,509)
Total significant expense items, total	(235,729,184)	(164,371,271)	(343,973,161)	(744,073,616)
Net income of the segment reported, total	**39,889,905**	**12,881,512**	**50,828,647**	**103,600,064**
Share of the entity in income of associates accounted for using the equity method, total	519,441	-	1,795,494	2,314,935
Income tax expense (income), total	(7,632,006)	(6,963,258)	(21,744,976)	(36,340,240)
Segment assets, total	**323,554,334**	**83,040,700**	**281,719,061**	**688,314,095**
Carrying amount in associates and joint ventures accounted for using the equity method, total	25,772,670	-	24,981,498	50,754,168
Capital expenditures and other	49,987,257	9,867,356	50,836,233	110,690,846
Liabilities of the segments, total	**126,524,439**	**43,281,287**	**123,643,773**	**293,449,499**
Cash flows provided by in Operating Activities	78,434,713	5,015,778	42,397,218	125,847,709
Cash flows used in Investing Activities	(22,799,185)	(9,647,402)	(48,057,591)	(80,504,178)
Cash flows used in Financing Activities	(69,108,280)	6,149,280	411,261	(62,547,739)

NOTE 4 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents are detailed as follows as of December 31, 2012 and 2011

Description	12.31.2012	12.31.2011
By item	**ThCh$**	**ThCh$**
Cash	871,173	138,410
Bank balances	24,171,486	16,326,710
Time deposits	783,223	243,991
Money market funds	29,696,373	14,588,811
Cash and cash equivalents	**55,522,255**	**31,297,922**
By currency	**M$**	**ThCh$**
Dollar	5,067,208	2,724,252
Euro	-	243,991
Argentine Peso	5,181,955	5,020,278
Chilean Peso	14,089,380	6,340,907
Paraguayan Guaraní	6,112,524	-
Brazilian Real	25,071,188	16,968,494
Cash and cash equivalents	**55,522,255**	**31,297,922**

4.1 Time deposits

Time deposits defined as Cash and cash equivalents are detailed as follows at December 31, 2012 and 2011:

Issuance	Entity	Currency	Capital	Annual rate	12.31.2012
			THCH$	**%**	**THCH$**
12.28.2012	Banco Regional SAECA – Paraguay	Paraguayan Guaraní	783,223	3.50	783,223
		Total			**783,223**

Issuance	Entity	Currency	Capital	Annual Rate	12.31.2011
			THCH$	**%**	**THCH$**
12.29.2011	Banco BBVA – Chile	Euros	243,449	0.35	243,991
		Total			**243,991**

NOTE 4 – CASH AND CASH EQUIVALENTS (Continued)

4.2 Money Market

Money market mutual fund shares are valued at the share value at the close of each fiscal period. Below is a description for the end of each period:

Institution	12.31.2012	12.31.2011
	ThCh$	ThCh$
Mutual fund Select Banco Itaú – Chile	1,989,833	2,093,339
Mutual fund Soberano Banco Itaú – Brasil	18,235,213	6,281,070
Mutual fund Corporativo Banco BBVA – Chile	2,081,666	770,000
Western Assets Institutional Cash	3,472,196	2,877,501
Mutual fund Banco Galicia	946,885	2,566,901
Mutual fund Patrimonio Banco Caixa Económica Federal - Brasil	2,833,080	-
Mutual fund Wells Fargo Bank	137,500	-
Total mutual fund	**29,696,373**	**14,588,811**

NOTE 5 – OTHER CURRENT FINANCIAL ASSETS

Below are the financial instruments held by the Company at December 31, 2012 and 2011, other than cash and cash equivalents. They consist of time deposits expiring in the short term (more than three months), restricted mutual funds and derivative contracts. The detail of financial instruments is detailed as follows:

Time deposits

Placement date	Maturity date	Maturity date	Currency	Principal ThCh$	Annual Rate %	12.31.2012 ThCh$
03.25.2012	03.20.2013	Banco Votorantim - Brasil	R$	16,480	8.82	17,280
Total						**17,280**

Mutual Funds

Institution	ThCh$
Mutual Fund Banco Galicia (1)	111,301
Subtotal	**111,301**

Total other current financial assets	**128,581**

NOTE 5 –OTHER CURRENT FINANCIAL ASSETS (Continued)

Time deposits

Placement date	Maturity date		Entity	Currency	Principal ThCh$	Annual Rate %	12.31.2011 ThCh$
08.04.2011	01.18.2012		Banco BBVA- Chile	UF	4,000,000	3.44	4,119,995
08.04.2011	01.18.2012		Banco Estado – Chile	UF	4,000,000	3.48	4,138,046
12.21.2011	05.09.2012		Banco Corpbanca – Chile	UF	2,500,000	5.00	2,505,892
12.21.2011	05.09.2012		Banco Chile – Chile	UF	2,500,000	4.70	2,505,684
12.16.2011	02.20.2012	(1)	Banco Galicia - Argentina	Ar$	711,717	20.00	716,403
03.25.2011	03.20.2012		Banco Votorantin - Brasil	R$	17,759	8.82	19,007
					Subtotal		**14,005,027**

Mutual Funds

Institution	ThCh$
Mutual Fund Banco Galicia (1)	1,656,156
Subtotal	**1,656,156**

Total other current financial assets	**Total**	**15,661,183**

(1) These are financial investments the use of which is restricted because they were made to comply with the guarantees of derivatives transactions performed by the Company

NOTE 6 – CURRENT AND NON-CURRENT NON-FINANCIAL ASSETS

Note 6.1 Other current non-financial assets

Descrption	12.31.2012 ThCh$	12.31.2011 ThCh$
Prepaid insurance	182,015	77,228
Prepaid expenses	3,513,515	2,933,946
Fiscal credits	14,118,736	11,704,342
Other current assets	388,572	45,342
Total	**18,202,838**	**14,760,858**

Note 6.2 Other non-current, non-financial assets

Description	12.31.2012 ThCh$	12.31.2011 ThCh$
Prepaid expenses	2,515,235	2,275,128
Fiscal credits	5,880,191	6,529,944
Judicial deposits (1)	18,002,490	19,989,604
Others	529,174	1,399,133

Total	**26,927,090**	**30,193,809**

(1) See note 21.1 2)

NOTE 7 – TRADE AND OTHER ACCOUNTS RECEIVABLE

The composition of trade and other accounts receivable is detailed as follows:

	12.31.2012			12.31.2011		
Trade and other accounts receivable	**Assets before provisions**	**Allowance for doubtful accounts**	**Commercial debtors net assets**	**Assets before provisions**	**Allowance for doubtful accounts**	**Commercial debtors net assets**
Current commercial debtors	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**
Trade debtors	115,998,388	(1,458,801)	114,539,587	86,732,234	(1,516,817)	85,215,417
Other current debtors	15,782,069	-	15,782,069	11,711,426	-	11,711,426
Current commercial debtors	**131,780,457**	**(1,458,801)**	**130,321,656**	**98,443,660**	**(1,516,817)**	**96,926,843**
Prepayments suppliers	4,021,021	-	4,021,021	1,641,953	-	1,641,953
Other current accounts receivable	18,502,187	(27,948)	18,474,239	8,902,000	(27,757)	8,874,243
Commercial debtors and other current accounts receivable	**154,303,665**	**(1,486,749)**	**152,816,916**	**108,987,613**	**(1,544,574)**	**107,443,039**
Non-current accounts receivable						
Trade debtors	6,599,310	-	6,599,310	7,175,559	-	7,175,559
Other non-current debtors	124,767	-	124,767	101	-	101
Non-current accounts receivable	**6,724,077**	**-**	**6,724,077**	**7,175,660**	**-**	**7,175,660**
Trade and other accounts receivable	**161,027,742**	**(1,486,749)**	**159,540,993**	**116,163,273**	**(1,544,574)**	**114,618,699**

Aging of debtor portfolio	**Number of clients**	**12.31.2012**	**N° Number of clients**	**12.31.2011**
		ThCh$		**ThCh$**
Up to date non-securitized portfolio	8,514	59,686,698	1,518	24,710,250
1 and 30 days	30,523	51,451,804	35,875	58,528,014
31 and 60 days	484	784,192	390	344,270
61 and 90 days	346	951,083	336	526,403
91 and 120 days	273	316,787	242	429,241
121 and 150 days	282	34,370	226	360,202
151 and 180 days	264	307,727	192	149,929
181 and 210 days	280	176,493	141	141,115
211 and 250 days	276	251,247	206	148,033
More than 250 days	1,362	8,637,297	527	8,570,336
Total	**42,604**	**122,597,698**	**39,653**	**93,907,793**

	12.31.2012	**12.31.2011**
	ThCh$	**ThCh$**
Current comercial debtors	115,998,388	86,732,234
Non-current comercial debtors	6,599,310	7,175,559
Total	**122,597,698**	**93,907,793**

NOTE 7 – TRADE AND OTHER ACCOUNTS RECEIVABLE (Continued)

The change in the allowance for uncollectible receivables between January 1 and December 31, 2012, 2011 and 2010 is presented below:

Item	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Initial balance	**1,544,574**	**1,225,556**	**1,688,988**
Bad debt expense	976,331	1,610,540	629,409
Write-off of accounts receivable	(843,766)	(1,368,084)	(970,352)
Increase (decrease) because of foreign exchange	(190,390)	76,562	(122,489)
Movement	**(57,825)**	**319,018**	**(463,432)**
Ending balance	**1,486,749**	**1,544,574**	**1,225,556**

NOTE 8 – INVENTORY

The composition of inventory balances is detailed as follows:

Description	12.31.2012	12.31.2011
	ThCh$	ThCh$
Raw materials	41,942,176	29,518,840
Merchandise	8,797,194	6,949,830
Production inputs	1,125,276	1,386,122
Products in progress	705,637	256,273
Finished goods	22,792,255	11,215,868
Spare parts	14,479,488	8,136,491
Other inventory	1,504,926	765,020
Obsolescence provision (1)	(2,027,126)	(741,786)
Total	**89,319,826**	**57,486,658**

The cost of inventory recognized as a cost of sales totaled ThCh$698,955,215, ThCh$578,581,184 and ThCh$506,882,144 at December 31, 2012, 2011 and 2010 respectively.

(1) The provision for obsolescence is primarily related to the obsolescence of parts classified as inventories and less finished goods and raw materials.

NOTE 9 – INCOME TAX AND DEFERRED TAXES

9.1 Current tax assets

Current tax receivables break down as follows:

Description	12.31.2012	12.31.2011
	ThCh$	ThCh$
Monthly provisional payments	2,319,627	1,646,502
Tax credits (1)	559,766	817,064
Total	**2,879,393**	**2,463,566**

(1) That item corresponds to income tax credits on account of training expenses, purchase of property, plant and equipment and donations.

9.2 Current tax liabilities

Current tax payables correspond to the following items:

Description	12.31.2012	12.31.2011
	ThCh$	ThCh$
Income tax	355,363	3,459,329
Other	759,447	361,918
Balance	**1,114,810**	**3,821,247**

9.3 Tax expense

The current and deferred income tax expenses for the periods ended December 31, 2012,2011 and 2010 are detailed as follows:

Item	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Current tax expense	31,849,744	31,384,666	31,847,824
Adjustment to current tax from previous year	172,055	371,547	114,521
Other current tax expenses	823,616	396,319	10,276
Total net current tax expense	**32,845,415**	**32,152,532**	**31,972,621**
Deferred tax expenses	5,659,221	2,532,129	4,367,619
Total deferred tax expenses	**5,659,221**	**2,532,129**	**4,367,619**
Income tax expense	**38,504,636**	**34,684,661**	**36,340,240**

NOTE 9 – INCOME TAX AND DEFERRED TAXES (Continued)

9.4 Deferred taxes

The net cumulative balances of temporary differences created deferred tax assets and liabilities, which are shown below:

Temporary differences	12.31.2012		12.31.2011	
	Assets	Liabilities	Assets	Liabilities
	ThCh$	ThCh$	ThCh$	ThCh$
Property, plant and equipment	432,181	29,494,188	897,101	22,769,301
Obsolescence provision	637,675	-	865,769	-
Employee benefits	1,807,163	-	1,462,239	-
Post-employment benefits	-	277,510	-	510,613
Tax loss carry-forwards (1) and (2)	9,026,314	-	705,861	-
Contingency provision	2,020,821	-	2,215,553	-
Foreign exchange rate difference (Foreign Subsidiaries) (4)	-	9,145,349	-	11,698,815
Allowance for doubtful accounts	350,319	-	368,947	-
Tax incentives (Brazil) (3)	-	10,930,694	-	7,900,864
Assets and liabilities for placement of bonds	370,245	77,316	-	-
Leasing liabilities	430,476	-	-	-
Inventories	150,486	127,550	1,066,527	-
Distribution rights	-	76,559,423	-	-
Other	997,372	1,025,648	478,230	426,124
Subtotal	**16,223,052**	**127,637,678**	**8,060,227**	**43,305,717**
Net Liabilities	**-**	**111,414,626**	**-**	**35,245,490**

(1) Corresponding to our subsidiary in Chile, Embotelladora Andina Chile S.A., that is in the start-up process of its manufacturing and commercial operations. Tax losses in Chile do not have an expiration date.

(2) Tax losses related to Coca-Cola Polar Argentina S.A., which will be recorded once the merger with Embotelladora del Atlántico materializes for an amount of ThCh$5,280,865.

(3) Corresponds to tax incentives in Brazil that consist of a tax withholding reduction that are financially recorded under results, but under tax rules they must be controlled in equity accounts, and cannot be distributed as dividends.

(4) Deferred tax generated by exchange rate difference upon translation of intercompany accounts with the Brazilian subsidiary Rio de Janeiro Refrescos Ltda. that financially are carried to comprehensive results, but under tax rules they are taxable in Brazil at the moment they are received.

9.5 Deferred tax liability movement

Movement in deferred accounts is detailed as follows:

Item	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Initial Balance	**35,245,490**	**35,600,739**	**33,182,644**
Increase due to merger	76,544,806	-	-
Increase in deferred tax liabilities	4,453,994	2,309,907	3,724,526
Sale of ownership interest in Vital S.A.	-	(947,445)	-
Decrease due to foreign currency translation	(4,829,664)	(1,717,711)	(1,306,431)
Movements	**76,169,136**	**(355,249)**	**2,418,095**
Ending balance	**111,414,626**	**35,245,490**	**35,600,739**

9.6 Distribution of domestic and foreign tax expenses

As of December 31, 2012, 2011 and 2010, domestic and foreign tax expenses are detailed as follows:

Income tax	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Current taxes			
Foreign	(25,054,795)	(24,138,759)	(26,000,138)
Domestic	(7,790,620)	(8,013,773)	(5,972,483)
Current tax expense	**(32,845,415)**	**(32,152,532)**	**(31,972,621)**
Deferred taxes			
Foreign	(6,071,382)	(3,006,679)	(3,293,124)
Domestic	412,161	474,550	(1,074,495)
Deferred tax expense	**(5,659,221)**	**(2,532,129)**	**(4,367,619)**
Income tax expense	**(38,504,636)**	**(34,684,661)**	**(36,340,240)**

9.7 Reconciliation of effective rate

Below is the reconciliation of tax expenses at the legal rate and tax expenses at the effective rate:

Reconciliation of effective rate	12.31.2012 ThCh$	12.31.2011 ThCh$	12.31.2010 ThCh$
Income before taxes	**126,773,808**	**131,712,085**	**139,940,304**
Tax expense at legal rate (20%)	**(25,354,762)**	**(26,342,417)**	**-**
Tax expense at legal rate (17%)	**-**	**-**	**(23,789,852)**
Effect of a different tax rate in other jurisdictions	**(12,034,351)**	**(11,459,545)**	**(15,161,635)**
Permanent differences:			
Non-taxable revenues	3,302,249	4,190,331	4,754,092
Non-deductible expenses	(3,154,544)	(868,025)	(213,192)
Tax effect over changes in the tax rate in Chile	(826,898)	-	-
Tax provision in excess of preceding periods	(227,343)	-	-
Other increases (decreases) in charge for legal taxes	(208,987)	(205,005)	(1,929,653)
Adjustments to tax expenses	**(1,115,523)**	**3,117,301**	**2,611,247**
Tax expense at the effective rate	**(38,504,636)**	**(34,684,661)**	**(36,340,240)**
Effective rate	**30.4%**	**26.3%**	**26.0%**

Below are the income tax rates applicable in each jurisdiction where the Company does business:

	Rate	
País	**2012**	**2011**
Chile	20%	20%
Brasil	34%	34%
Argentina	35%	35%
Paraguay	10%	-

NOTE 10 – PROPERTY, PLANT AND EQUIPMENT

10.1 Balances

Property, plant and equipment are itemized below for the close of each fiscal period:

	Property, plant and equipment, gross		Cumulative depreciation and impairment		Property, plant and equipment, net	
Item	**12.31.2012**	**12.31.2011**	**12.31.2012**	**12.31.2011**	**12.31.2012**	**12.31.2011**
	ThCh$	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**
Construction in progress	61,735,710	47,924,160	-	-	61,735,710	47,924,160
Land	57,134,715	34,838,977	-	-	57,134,715	34,838,977
Buildings	163,759,761	93,603,989	(31,980,362)	(28,249,427)	131,779,399	65,354,562
Plant and equipment	346,179,261	264,342,629	(169,999,912)	(155,026,259)	176,179,349	109,316,370
Information technology	12,429,618	11,416,373	(6,629,395)	(9,273,033)	5,800,223	2,143,340
Fixed facilities and accessories	40.282.483	29,878,815	(15,443,891)	(14,428,606)	24,838,592	15,450,209
Vehicles	11,134,161	4,871,319	(3,298,464)	(2,932,515)	7,835,697	1,938,804
Improvements to leased property	130,240	153,483	(120,818)	(129,503)	9,422	23,980
Other property, plant and equipment (1)	294.974.382	250,672,995	(183,736,764)	(177,598,930)	111,237,618	73,074,065
Item	**987,760,331**	**737,702,740**	**(411,209,606)**	**(387,638,273)**	**576,550,725**	**350,064,467**

(1) Other property, plant and equipment is composed of bottles, market assets, furniture and other minor goods.

(2) As of December 31, 2012 there were financial lease agreements for the purchase of vehicles in the subsidiary Rio de Janeiro Refrescos Ltda., and Tetrapak equipment in Argentina

The net balance of each of these categories at December 31, 2012 and December 31, 2011 is detailed as follows:

Other property, plant and equipment	**12.31.2012**	**12.31.2011**
	ThCh$	**ThCh$**
Bottles	59,983,147	43,138,347
Marketing and promotional assets	40,251,550	23,218,456
Other property, plant and equipment	11,002,921	6,717,262
Total	**111,237,618**	**73,074,065**

The Company has insurance to protect its property, plant and equipment and its inventory from potential losses. The geographic distribution of those assets is detailed as follows:

Chile : Santiago, Puente Alto, Maipú, Renca, Rancagua y San Antonio, Antofagasta, Coquimbo y Punta Arenas.
Argentina : Buenos Aires, Mendoza, Córdoba y Rosario, Bahía Blanca, Chacabuco, La Pampa, Neuqén, Comodoro Rivadavia, Trelew, Tierra del Fuego
Brazil : Río de Janeiro, Niteroi, Campos, Cabo Frío, Nova Iguazú, Espirito Santo and Vitoria.
Paraguay: Asunción, Coronel Oviedo, Ciudad del Este and Encarnación.

NOTE 10 – PROPERTY, PLANT AND EQUIPMENT (Continued)

10.2 Movements

Movements in property, plant and equipment are detailed as follows between January 1 and December 31, 2012, 2011 and 2010

For the year ended 12.31.2012	Construction in progress	Land	Buildings, net	Plant and equipment, net	IT Equipment, net	Fixed facilities and accessories, net	Vehicles, net	Improvements to leased property, net	Other property, plant and equipment, net	Property, plant and equipment, net
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Initial balance	**47,924,160**	**34,838,977**	**65,354,562**	**109,316,370**	**2,143,340**	**15,450,209**	**1,938,804**	**23,980**	**73,074,065**	**350,064,467**
Additions	59,622,568	-	163,015	16,253,430	590,141	33,027	1,623,662	-	50,800,843	129,086,686
Disposals	-	-	-	(425,844)	(32,575)	-	-	-	(712,471)	(1,170,890)
Transfers between items of property, plant and equipment	(62,379,694)	(263,320)	33,207,590	20,739,334	2,326,639	11,403,778	4,676,401	-	(9,710,728)	-
Transfers to assets held for sale, current	-	-	(2,977,969)	-	-	-	-	-	-	(2,977,969)
Additions due to merger(1)	18,267,801	25,288,317	46,717,142	58,602,133	2,068,712	24,765	591,579	-	40,370,384	191,930,833
Depreciation expense	-	-	(2,958,099)	(20,058,072)	(1,043,395)	(1,645,825)	(728,228)	(11,624)	(26,831,414)	(53,276,657)
Increase (decrease) in foreign currency translation	(1,699,125)	(2,729,259)	(7,833,909)	(8,547,363)	(236,756)	(422,406)	(133,634)	(2,934)	(13,619,288)	(35,224,674)
Other increases (decreases)	-	-	107,067	299,361	(15,883)	(4,956)	(132,887)	-	(2,133,773)	(1,881,071)
Total movements	**13,811,550**	**22,295,738**	**66,424,837**	**66,862,979**	**3,656,883**	**9,388,383**	**5,896,893**	**(14,558)**	**38,163,553**	**226,486,258**
Ending balance	**61,735,710**	**57,134,715**	**131,779,399**	**176,179,349**	**5,800,223**	**24,838,592**	**7,835,697**	**9,422**	**111,237,618**	**576,550,725**

(1) Corresponds to balances incorporated as of October 1, 2012 as a result of the merger with Embotellaoras Coca-Cola Polar S.A. explained in note 1 b).

NOTE 10 – PROPERTY, PLANT AND EQUIPMENT (Continued)

For the period ended 12.31.2011	Construction in progress	Land	Buildings, net	Plant and equipment, net	IT Equipment, net	Fixed installations and accessories, net	Motor vehicles, net	Improvements to leased property, net	Other property, plant and equipment, net	Property, plant and equipment, net
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Initial balance	**23,506,510**	**36,523,803**	**62,981,926**	**77,875,846**	**2,069,335**	**16,284,154**	**1,870,048**	**44,923**	**70,325,635**	**291,482,180**
Deconsolidation of Vital S.A. because control was lost	-	(1,789,538)	(5,234,227)	(6,749,334)	-	-	-	-	(732,167)	(14,505,266)
Additions	52,845,762	(973)	2,076,108	30,838,285	601,044	45,516	499,615	-	31,524,654	118,430,011
Disposals	(13,506)	(120,727)	(762,174)	(17,571)	(185)	(30,395)	-	-	(49,852)	(994,410)
Transfers between items of property, plant and equipment	(28,409,020)	283,495	8,785,405	21,589,748	398,449	1,810,434	14,956	-	(4,473,467)	-
Depreciation expense	-	-	(2,022,571)	(13,713,542)	(931,282)	(1,117,400)	(379,172)	(21,250)	(20,650,320)	(38,835,537)
Increase (decrease) in foreign currency translation	(24,574)	(67,205)	(179,705)	(542,938)	6,023	26,995	(1,980)	307	(280,024)	(1,063,101)
Other increases (decreases)	18,988	10,122	(290,200)	35,876	(44)	(1,569,095)	(64,663)	-	(2,590,394)	(4,449,410)
Total movements	**24,417,650**	**(1,684,826)**	**2,372,636**	**31,440,524**	**74,005**	**(833,945)**	**68,756**	**(20,943)**	**2,748,430**	**58,582,287**
Ending balance	**47,924,160**	**34,838,977**	**65,354,562**	**109,316,370**	**2,143,340**	**15,450,209**	**1,938,804**	**23,980**	**73,074,065**	**350,064,467**

NOTE 10 – PROPERTY, PLANT AND EQUIPMENT (Continued)

For the year ended 12.31.2010	Construction in progress	Land	Buildings, net	Plant and equipment, net	IT Equipment, net	Fixed installations and accessories, net	Motor vehicles, net	Improvements to leased property, net	Other property, plant and equipment, net	Property, plant and equipment, net
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Initial balance	**5,487,011**	**37,046,146**	**61,570,532**	**72,648,457**	**2,139,891**	**16,664,567**	**1,416,740**	**79,336**	**50,816,411**	**247,869,091**
Additions	32,097,391	501,788	1,834,762	21,923,605	669,553	60,376	895,781	-	32,592,914	90,576,170
Disposals	-	(10,039)	(71,333)	(225,383)	(350)	-	(4,342)	-	(206,873)	(518,320)
Transfers between items of property, plant and equipment	(13,807,070)	-	3,515,683	2,022,179	258,089	661,830	1,324	-	7,347,965	-
Depreciation expense	-	-	(1,829,939)	(13,445,509)	(938,545)	(985,366)	(355,283)	(32,584)	(18,519,806)	(36,107,032)
Increase (decrease) in foreign currency translation	(270,822)	(1,014,092)	(2,048,206)	(4,838,392)	(58,043)	(119,494)	(60,895)	(1,829)	(606,776)	(9,018,549)
Other increases (decreases)	-	-	10,427	(209,111)	(1,260)	2,241	(23,277)	-	(1,098,200)	(1,319,180)
Total movements	**18,019,499**	**(522,343)**	**1,411,394**	**5,227,389**	**(70,556)**	**(380,413)**	**453,308**	**(34,413)**	**19,509,224**	**43,613,089**
Ending balance	**23,506,510**	**36,523,803**	**62,981,926**	**77,875,846**	**2,069,335**	**16,284,154**	**1,870,048**	**44,923**	**70,325,635**	**291,482,180**

NOTE 11 – RELATED PARTY DISCLOSURES

Balances and transactions with related parties as of December 31, 2012 and December 31, 2011 are detailed as follows:

11.1 Accounts receivable:

11.1.1 Current:

Taxpayer ID	Company	Relationship	Country of origin	Currency	12.31.2012	12.31.2011
					ThCh$	ThCh$
96.891.720-K	Embonor S.A.	Shareholder	Chile	Chilean pesos	4,893,956	-
96.714.870-9	Coca-Cola de Chile S. A.	Shareholder	Chile	Chilean pesos	-	6,014,176
86.881.400-4	Envases CMF S. A.	Associate	Chile	Chilean pesos	-	338,765
96.517.210-2	Embotelladora Iquique S.A.	Shareholder	Chile	Chilean pesos	358,859	-
Foreign	Montevideo Refrescos S.A.	Shareholder	Uruguay	Dollars	51,215	-
96.919.980-7	Cervecería Austral S.A.	Related to director	Chile	Dollars	20,058	
77.755.610-k	Comercial Patagona Ltda.	Related to director	Chile	Chilean pesos	301	-
93.473.000-3	Embotelladoras Coca-Cola Polar S.A.	Shareholder	Chile	Chilean pesos	-	66,052
		Total			**5,324,389**	**6,418,993**

11.1.2 Non current:

Taxpayer ID	Company	Relationship	Country of origin	Currency	12.31.2012	12.31.2011
					ThCh$	ThCh$
96.714.870-9	Coca-Cola de Chile S.A.	Shareholder	Chile	Chilean pesos	7,197	11,187
		Total			**7,197**	**11,187**

NOTE 11 – RELATED PARTY DISCLOSURES (Continued)

11.2 Accounts Payable:

11.2.1 Current:

Taxpayer ID	Company	Relationship	Country of origin	Currency	12.31.2012	12.31.2011
					ThCh$	ThCh$
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Chilean pesos	8,680,945	-
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Shareholder	Argentina	Argentine peso	11,624,070	962,725
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to Shareholder	Brazil	Brazilian Reais	6,721,378	6,287,520
96.705.990-0	Envases Central S.A. (1)	Equity Investee	Chile	Chilean pesos	-	2,200,977
86.881.400-4	Envases CMF S.A.	Associate	Chile	Chilean pesos	5,441,206	-
76.389.720-6	Vital Aguas S.A. (1)	Associate	Chile	Chilean pesos	-	732,249
93.899.000-K	Vital Jugos S.A. (1)	Associate	Chile	Chilean pesos	-	1,175,567
89.996.200-1	Envases del Pacifico S.A.	Related to director	Chile	Chilean pesos	259,613	-
		Total			**32,727,212**	**11,359,038**

(1) As of December 31, 2012 they do not present balances, given they have been incorporated to the consolidation as of October 1, 2012, as a result of the merger with Embotellaoras Coca-Cola Polar S.A. explained in note 1 b).

NOTE 11 – RELATED PARTY DISCLOSURES (Continued)

11.3 Transactions:

Taxpayer ID	Company	Relationship	Country of origin	Description of transaction	Currency	Cumulative 12.31.2012
						ThCh$
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Concentrate purchase	Chilean pesos	76,756,589
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Purchase of advertising services	Chilean pesos	3,184,671
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Lease of water fountain	Chilean pesos	2,731,636
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Sale of finished products	Chilean pesos	1,245,309
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Sale of services and others	Chilean pesos	1,016,520
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Sale of raw materials and others	Chilean pesos	3,686,498
86.881.400-4	Envases CMF S.A.	Associate	Chile	Purchase of bottles	Chilean pesos	28,986,747
86.881.400-4	Envases CMF S.A.	Associate	Chile	Sale of packaging materials	Chilean pesos	2,722,611
96.891.720-K	Embonor S.A.	Related to shareholder	Chile	Sale of finished products	Chilean pesos	10,293,435
96.517.310-2	Embotelladora Iquique S.A.	Related to shareholder	Chile	Sale of finished products dos	Chilean pesos	2,244,302
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brasil	Concentrate purchase	Brazilian Reais	78,524,183
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brasil	Reimbursement and other purchases	Brazilian Reais	1,335,869
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brasil	Advertising participation payment	Brazilian Reais	14,502,915
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Shareholder	Argentina	Concentrate purchase	Argentine pesos	68,569,280
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Shareholder	Argentina	Advertising rights, rewards and others	Argentine pesos	2,624,656
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Shareholder	Argentina	Collection of advertising participation	Argentine pesos	5,419,055
89.996.200-1	Envases del Pacífico S.A.	Related to director	Chile	Raw materials purchased	Chilean pesos	1,873,336
97.032.000-8	BBVA Administradora General de Fondos	Related to director	Chile	Investment in mutual funds	Chilean pesos	61,042,686
97.032.000-8	BBVA Administradora General de Fondos	Related to director	Chile	Redemption of mutual funds	Chilean pesos	59,455,046
97.032.000-8	BBVA Administradora General de Fondos	Related to director	Chile	Redemption of time deposits	Chilean pesos	223,027
84.505.800-8	Vendomatica S.A.	Related to director	Chile	Sale of finished products	Chilean pesos	1,358,380
79.753.810-8	Claro y Cía.	Related to partner	Chile	Legal Counseling	Chilean pesos	349,211
93.899.000-K	Vital Jugos S.A. (1)	Associate	Chile	Sale of raw material and materials	Chilean pesos	4,697,898
93.899.000-K	Vital Jugos S.A.(1)	Associate	Chile	Purchase of finished products	Chilean pesos	18,656,191
96.705.990-0	Envases Central S.A. (1)	Associate	Chile	Purchase of finished products	Chilean pesos	14,618,933
96.705.990-0	Envases Central S.A. (1)	Associate	Chile	Sale of raw materials and materials	Chilean pesos	2,479,381
76.389.720-6	Vital Aguas S.A. (1)	Associate	Chile	Purchase of finished products	Chilean pesos	4,065,125

(1) Corresponds to transactions generated with Vital Aguas S.A:, Vital Jugos S.A. and Envases Central S.A. up until before taking control over those companies as a result of what has been described in Note 1b)

NOTE 11 – RELATED PARTY DISCLOSURES (Continued)

Taxpayer ID	Company	Relationship	Country of origin	Description of transaction	Currency	Cumulative 12.31.2011
						ThCh$
93.899.000-K	Vital Jugos S.A.	Associate	Chile	Sale of raw materials	Chilean pesos	5,589,681
93.899.000-K	Vital Jugos S.A.	Associate	Chile	Collection of loans	Chilean pesos	3,102,400
93.899.000-K	Vital Jugos S.A.	Associate	Chile	Purchase of finished products	Chilean pesos	21,687,373
93.899.000-K	Vital Jugos S.A.	Associate	Chile	Loan granted	Chilean pesos	2,600,000
96.705.990-0	Envases Central S. A.	Associate	Chile	Purchase of finished products	Chilean pesos	19,170,427
96.705.990-0	Envases Central S. A.	Associate	Chile	Sale of raw materials	Chilean pesos	3,345,527
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Concentrate purchase	Chilean pesos	66,279,629
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Purchase of advertising services	Chilean pesos	2,300,351
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Sale of marketing services	Chilean pesos	791,098
96.714.870-9	Coca Cola de Chile S.A.	Shareholder	Chile	Sale of raw materials and others	Chilean pesos	6,147,836
86.881.400-4	Envases CMF S.A.	Associate	Chile	Purchase of bottles	Chilean pesos	10,574,791
86.881.400-4	Envases CMF S.A.	Associate	Chile	Purchase of packaging materials	Chilean pesos	1,294,064
76.389.720-6	Vital Aguas S.A.	Associate	Chile	Purchase of finished products	Chilean pesos	6,191,936
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brasil	Concentrate purchase	Brazilian Reais	83,833,396
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brasil	Reimbursement and other purchases	Brazilian Reais	1,371,278
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brasil	Advertising participation payment	Brazilian Reais	18,489,621
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Shareholder	Argentina	Concentrate purchase	Argentine pesos	50,482,708
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Shareholder	Argentina	Advertising rights, rewards and others	Argentine pesos	2,099,957
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Shareholder	Argentina	Collection of advertising participation	Argentine pesos	5,078,692
96.815.680-2	BBVA Administradora General de Fondos	Related to director	Chile	Investment in mutual funds	Chilean pesos	33,625,000
96.815.680-2	BBVA Administradora General de Fondos	Related to director	Chile	Redemption of mutual funds	Chilean pesos	33,625,000
96.815.680-2	BBVA Administradora General de Fondos	Related to director	Chile	Investments in time deposits	Chilean pesos	723,921
96.815.680-2	BBVA Administradora General de Fondos	Related to director	Chile	Bank loans	Chilean pesos	3,498,249
96.815.680-2	BBVA Administradora General de Fondos	Related to director	Chile	Redemption of time deposits	Chilean pesos	1,434,234
96.815.680-2	BBVA Administradora General de Fondos	Related to director	Chile	Payment of bank loans	Chilean pesos	3,498,249
84.505.800-8	Vendomática S. A.	Related to director	Chile	Sale of finished products	Chilean pesos	1,330,544
79.753.810-8	Claro y Cía.	Related to partner	Chile	Legal Counseling	Chilean pesos	246,548
89.996.200-1	Envases del Pacífico S.A.	Related to director	Chile	Raw materials purchased	Chilean pesos	355,460

NOTE 11 – RELATED PARTY DISCLOSURES (Continued)

Taxpayer ID	Company	Relationship	Country of origin	Description of transaction	Currency	Cumulative 12.31.2010 ThCh$
96.705.990-0	Envases Central S.A.	Associate	Chile	Purchase of finished products	Chilean peso	17,810,345
96.705.990-0	Envases Central S.A.	Associate	Chile	Sale of raw materials	Chilean peso	2,542,071
96.714.870-9	Coca Cola de Chile S.A.	Associate	Chile	Concentrate purchase	Chilean peso	64,448,337
96.714.870-9	Coca Cola de Chile S.A.	Associate	Chile	Advertising payment	Chilean peso	1,857,135
96.714.870-9	Coca Cola de Chile S.A.	Associate	Chile	Services rendered	Chilean peso	3,292,507
96.714.870-9	Coca Cola de Chile S.A.	Associate	Chile	Advertising collection	Chilean peso	989,554
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brazil	Concentrate purchase	Real	61,827,392
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brazil	Reimbursement and other purchases	Real	1,188,468
Foreign	Recofarma do Industrias Amazonas Ltda.	Related to shareholder	Brazil	Advertising participation payment	Real	13,851,240
86.881.400-4	Envases CMF S.A.	Associate	Chile	Purchase of bottles	Chilean peso	7,636,480
86.881.400-4	Envases CMF S.A.	Associate	Chile	Purchase of packaging materials	Chilean peso	409,929
84.505.800-8	Vendomática S.A	Related to director	Chile	Sale of finished products	Chilean peso	1,401,691
84.505.800-8	Vendomática S.A	Related to director	Chile	Supply and advertising agreement	Chilean peso	250,000
96.815.680-2	BBVA Administración General de Fondos	Related to director	Chile	Investment in mutual funds	Chilean peso	34,148,000
96.815.680-2	BBVA Administración General de Fondos	Related to director	Chile	Redemption of mutual funds	Chilean peso	36,992,000
76.389.720-6	Vital Aguas S.A.	Associate	Chile	Purchase of finished products	Chilean peso	5,676,978
76.389.720-6	Vital Aguas S.A.	Associate	Chile	Services rendered	Chilean peso	254,909
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Related to shareholder	Argentina	Concentrate purchase	Argentine peso	39,404,175
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Related to shareholder	Argentina	Advertising rights, rewards and others	Argentine peso	1,587,201
Foreign	Servicio y Productos para Bebidas Refrescantes S.R.L.	Related to shareholder	Argentina	Collection of advertising participation	Argentine peso	6,218,762
96.891.720-K	Coca-Cola Embonor S. A.	Related to shareholder	Chile	Sale of finished products	Chilean peso	8,236,127
96.517.310-2	Embotelladora Iquique S.A.	Related to shareholder	Chile	Sale of finished products	Chilean peso	689,551
93.473.000-3	Embotelladora Coca-Cola Polar S.A.	Related to shareholder	Chile	Sale of finished products	Chilean peso	5,243,772
89.996.200-1	Envases del Pacífico S.A.	Related to shareholder	Chile	Raw materials purchased	Chilean peso	481,592

NOTE 11 – RELATED PARTY DISCLOSURES (Continued)

11.4 Payroll and benefits of the Company's key employees

Salary and benefits paid to the Company's key employees, corresponding to directors and managers, are detailed as follows:

Full description	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Executive wages, salaries and benefits	4,511,609	4,324,205	4,198,174
Director allowances	1,302,000	1,104,000	1,016,124
Termination benefits	-	2,289,610	1,643,749
Accrued benefits in the last five years and paid during the period	723,298	1,338,675	981,635
Total	**6,536,907**	**9,056,490**	**7,839,682**

NOTE 12 – EMPLOYEE BENEFITS

As of December 31, 2012 and 2011, the Company had recorded reserves for profit sharing and for bonuses totaling ThCh 8,240,460 and ThCh$6,354,816, respectively.

This liability is shown in accrued other non-current non-financial liabilities in the statement of financial position.

The charge against income in the statement of comprehensive income is allocated between the cost of sales, the cost of marketing, distribution costs and administrative expenses.

12.1 Personnel expenses

Personnel expenses included in the statement of consolidated income statement were:

Description	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Wages and salaries	116,549,091	85,266,348	78,616,848
Employee benefits	29,023,263	19,336,845	20,084,397
Severance and post-employment benefits	2,474,611	2,307,187	1,580,085
Other personnel expenses	7,218,448	5,135,492	4,549,669
Total	**155,265,413**	**112,045,872**	**104,830,999**

NOTE 12 – EMPLOYEE BENEFITS (Continued)

12.2 Post-employment benefits

This item represents the post employment benefits valued pursuant to Note 2.17.

Post-employment benefits	12.31.2012	12.31.2011
	ThCh$	ThCh$
Non-current provision	7,037,122	5,130,015
Total	**7,037,122**	**5,130,015**

12.3 Post-employment benefit movement

The movements of post-employment benefits for the year ended December 31, 2012, 2011 and 2010 are detailed as follows:

Movements	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Initial balance	**5,130,015**	**7,256,590**	**8,401,791**
Increase due to merger	189,921	-	-
Service costs	1,500,412	288,386	359,798
Interest costs	158,235	471,678	213,927
Net actuarial losses	1,010,136	1,310,764	569,707
Benefits paid	(951,597)	(4,197,403)	(2,288,633)
Total	**7,037,122**	**5,130,015**	**7,256,590**

12.4 Assumptions

The actuarial assumptions used at December 31, 2012, 2011 and 2010 were::

Assumption	2012	2011	2010
Discount rate (1)	5.1%	6.5%	6.7%
Expected salary increase rate (1)	4.4%	5.0%	4.7%
Turnover rate	5.4%	6.6%	6.6%
Mortality rate (2)	RV-2009	RV-2009	RV-2004
Retirement age of women	60 years	60 years	60 years
Retirement age of men	65 years	65 years	65 years

(1) The discount rate and the expected salary increase rate are calculated in real terms, which do not include an inflation adjustment. The rates shown above are presented in nominal terms to facilitate a better understanding by the reader.

(2) Mortality assumption tables prescribed for use by the Chilean Superintendence of Securities and Insurance.

NOTE 13 – INVESTMENTS IN ASSOCIATES ACCOUNTED FOR USING THE EQUITY METHOD

13.1 Balances

Investments in associates recorded using the equity method are detailed as follows:

Taxpayer ID	Name	Country of Incorporation	Functional Currency	Carrying Value		Percentage interest	
				12.31.2012	12.31.2011	12.31.2012	12.31.2011
				ThCh$	ThCh$	%	%
86.881.400-4	Envases CMF S.A. (1)	Chile	Pesos	17,848,010	16,824,399	50.00%	50.00%
93.899.000-K	Vital Jugos S.A. (1) and (2)	Chile	Pesos	-	12,568,269	-	57.00%
76.389.720-6	Vital Aguas S.A. (1) and (2)	Chile	Pesos	-	2,952,050	-	56.50%
96.705.990-0	Envases Central S.A. (1) and (2)	Chile	Pesos	-	4,223,890	-	49.91%
Foreign	Kaik Participacoes Ltda. (3)	Brasil	Brazilian Real	1,172,641	1,304,027	11.31%	11.31%
Foreign	Sistema de Alimentos de Bebidas Do Brasil Ltda. (3)	Brasil	Brazilian Real	9,587,589	9,766,182	5.74%	5.74%
Foreign	Sorocaba Refrescos S.A.(4)	Brasil	Brazilian Real	34,709,914	-	40.00%	-
Foreign	Holdfab2 Participacoes Societarias Ltda.	Brasil	Brazilian Real	9,761,907	12,652,149	36.40%	36.40%
	Total			**73,080,061**	**60,290,966**		

(1) In these companies, regardless of the percentage of ownership interest held in 2011, was determined that no controlling interest was held, only a significant influence, given that there was not a majority vote of the Board of Directors to make strategic business decisions.

(2) The mentioned companies do not present balances as of December 31, 2012, as a result of the merger with Embotellaoras Coca-Cola Polar S.A. explained in note 1 b)

(3) In these companies, regardless of the percentage of ownership interest held,it has been determined that no controlling interest was held, only a significant influence, given that there was not a majority vote of the Board of Directors to make strategic business decisions.

(4) Corresponds to the purchase of a 40% ownership interest in the Brazilian company for an amount of ThCh33,496,920 during the last quarter of 2012.

NOTE 13 – INVESTMENTS IN ASSOCIATES ACCOUNTED FOR USING THE EQUITY METHOD (Continued)

13.2 Movement

The movement of investments in associates recorded using the equity method is shown below, for the year ended December 31, 2012, 2011 and 2010:

Details	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Initial Balance	**60,290,966**	**50,754,168**	**34,731,218**
Incorporation of Vital Jugos S.A.	-	13,114,268	-
Capital increases in equity investees	2,380,320	4,527,000	15,229,291
Acquisition of Sorocaba Refrescos S.A. (40%)	34,513,444	-	-
Sale of 43% ownership interest in Vital Jugos S.A.	-	(6,188,675)	-
Dividends received	(402,148)	(2,786,957)	(1,379,837)
Share in operating income (a)	2,409,110	2,541,186	2,984,544
Goodwill in sale of property plant and equipment to Envases CMF	85,266	85,266	85,266
Amortization Fair Value Vital Jugos S. A. (a)	(77,475)	-	-
Decrease in foreign currency translation	(3,652,740)	(621,861)	(624,004)
Capital decrease (return of capital) in Envases CMF S.A.	-	(1,150,000)	-
Deconsolidation of certain equity method investments due to Polar merger	(22,466,682)	-	-
Other, nets	-	16,571	(272,310)
Ending balance	**73,080,061**	**60,290,966**	**50,754,168**

(a) Refer to table below for a reconciliation of these amounts to those recorded in the accompanying consolidated income statement.

NOTE 13 – INVESTMENTS IN ASSOCIATES ACCOUNTED FOR USING THE EQUITY METHOD (Continued)

The main movements for the periods ended 2012, 2011 and 2010 are detailed as follows:

- A special shareholders meeting of Vital S.A., a Company subsidiary, held on January 5, 2011, approved a capital increase of ThCh$1,278,000, which was paid in full on January 7, 2011. It also approved changing the name of the company to Vital Jugos S.A.

- On January 21, 2011, subsidiaries Andina Bottling Investments S.A. and Andina Inversions Societarias S.A. together sold a 43% ownership interest in Vital Jugos S.A. to Embotelladoras Coca-Cola Polar S.A., (15%) and Coca-Cola Embonor S.A. (28%), for an amount of ThCh$6,841,889, resulting in a gain of ThCh$ 653,214 which is presented as other gains (losses) in the income statement.

  As a result of the transactions, the Andina Company lost control of Vital Jugos S.A., given that despite maintaining 57% ownership, substantive participating rights existed on behalf of the other shareholders (in the then shareholders agreement) in that at least one vote is required from the rest of the bottlers of Coca-Cola system for decision-making of financial policies and operation of the business. Accordingly, beginning on January 21, 2011, Vital Jugos S.A., was thus treated as investments accounted for using the equity method, being excluded from the consolidation. Additionally, because of the loss of control of Vital Jugos S.A., according to the guidelines of IAS 27 "Consolidated and Separate Financial Statements", the difference between the estimated fair value and the book value of the investment remaining in the Company's possession (amounting to ThCh$867,414) was recognized as a component of "Share in profit (loss) of equity method investees" within the income statement, at December 31, 2011.

- During the months of March and April 2011, capital contributions were made to Vital Jugos S.A., for a total amount of ThCh$3,249,000.

- Holdfab2 Participacoes Societarias Ltda. was established in Brazil on March 23, 2010, along with the Coca-Cola bottlers for the purpose of concentrating their investments in the company Leon Junior S.A., in which our subsidiary Rio de Janeiro Refrescos Ltda. has a 36.40% ownership interest, capital contributions amounted to ThCh$15,229,291 and were carried out on August 23, 2010. These amounts are included as a component of the "capital increases in equity investees" disclosed above. In turn, Holdfab 2 Participações Societárias Ltda. holds a 50% ownership interest in Leão Junior, hence the Company indirectly controls 18.2% of the latter.

- During 2011, Sucos del Valle do Brasil Ltda. changed its name to Sistema de Alimentos de Bebidas do Brasil Ltda. and merged with Mais Industrias de Alimentos S.A. that same year. Rio de Janeiro Refrescos Ltda. held an interest of 6.16% in both companies, but after the corporate restructuring, basically to capitalize income, that share fell to 5.74%.

- During the period ended December 31, 2011 and 2010, the Company has received dividends from its equity investee, Envases CMF S.A. in the amount of ThCh$2,061,957 and ThCh$1,379,837 respectively . During the year 2012 said Company has not distributed dividends, however, the minimum dividend established by IFRS has been recognized in the amount of ThCh$402,148.

- In accordance with the Special Shareholders' Meeting of Envases CMF S.A., held during December 2011, a capital reduction was agreed in the amount of ThCh$2,300,000, of which the Company shall receive ThCh$1,150,000, which was paid during the month of January 2012.

- In accordance with the Special Shareholders' Meeting of our equity investee, Vital Jugos S.A., held April 10, 2012, a capital increase was agreed in the amount of ThCh$6,960,000, with 60% of the increase being paid on May 15, 2012 and the balance thereof will be paid during the course of the year. The Andina Company met that capital increase in the percentage of the outstanding ownership at that date of 57% contributing ThCh$2,380,320.

- After the merger with Embotelladoras Coca-Cola Polar, identified in Note 1b) the Andina Company acquired control in Vital Jugos S.A., Vital Aguas S.A. and Envases Central as of October 1, 2012, since it now holds an ownership interest of 72.0%, 73.6% and 59.27% respectively, and the substantive participating rights of other shareholders that previously existed are no longer in effect.

- In November of 2012 and exercising the faculties given by the Shareholders' Agreements, Coca-Cola Embonor S.A., purchased at book value 7.1% ownership interest in Vital Aguas S.A. and 7.0% ownership interest in Vital Jugos S.A. The disbursements received for these transactions amounted to ThCh$2,112,582.

- On August 30, 2012, Rio de Janeiro Refrescos Ltda. ("RJR"), a subsidiary of Embotelladora Andina S.A. in Brazil, on one part; and, on the other, Renosa Industria Brasileira de Bebidas S.A. have signed a promissory purchase agreement containing the conditions leading to the acquisition by RJR of 100% of the equity interest held by Renosa in Sorocaba Refrescos S.A. which is equivalent to 40% of the total shares of Sorocaba. The promissory agreement should be fulfilled within a period of 180 days. The agreement was materialized during the month of October with a payment of 146.9 million reais. The Company is still in the process of completing its equity method purchase price allocation for this transaction. Specifically, it is in the process of finalizing amounts to be assigned to non-monetary assets at the investee level.

13.3 Reconciliation of Income by Investment in Associates:

Details	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Equity in income of associates	2,409,110	2,541,186	2,984,544
Non-realized earnings in inventory acquired from associates and not sold at the end of period, presented as a discount in the respective asset account (containers and/or inventories)	(647,003)	(600,294)	(754,875)
Amortization of gain sale of property plant and equipment Envases CMF	85,266	85,266	85,266
Amortization of fair value adjustments related to Vital acquisition	(77,475)	-	-

Income Statement Balance	**1,769,898**	**2,026,158**	**2,314,935**

NOTE 13 – INVESTMENTS IN ASSOCIATES ACCOUNTED FOR USING THE EQUITY METHOD (Continued)

13.4 Summary financial information of associates:

The attached table presents summarized information regarding the Company´s equity investees as of December 31, 2012:

	Envases CMF S.A.	Sorocaba Refrescos S.A.	Kaik Participacoes Ltda.	Sistema de Alimentos de Bebidas do Brasil Ltda.	Holdfab 2 Participacoes Societarias Ltda.
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Total assets	58,188,207	42,451,865	10,359,341	272,181,209	27,343,843
Total liabilities	21,042,658	22,140,900	318	105,150,047	522,262
Total revenue	44,520,824	5,908,245	-	235,093,886	-
Net income (loss) of associate	2,680,985	491,176	543,050	18,486,920	(2,605,025)
Reporting date	12/31/2012	11/30/2012	11/30/2012	11/30/2012	11/30/2012

NOTE 14 – INTANGIBLE ASSETS AND GOODWILL

14.1 Intangible assets not considered goodwill

Intangible assets not considered as goodwill as of the end of each period are detailed as follows:

	December 31, 2012			December 31, 2011		
Description	Gross Amount	Cumulative Amortization	Net Amount	Gross Amount	Cumulative Amortization	Net Amount
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Water rights	497,998	(90,041)	407,957	526,342	(103,879)	422,463
Distribution rights	459,320,270	-	459,320,270	-	-	-
Software	13,597,796	(8,743,750)	4,854,046	8,974,534	(8,258,140)	716,394
Total	**473,416,064**	**(8,833,791)**	**464,582,273**	**9,500,876**	**(8,362,019)**	**1,138,857**

NOTE 14 – INTANGIBLE ASSETS AND GOODWILL (Continued)

The movement and balances of identifiable intangible assets are detailed as follows for the period January 1 to December 31, 2012, 2011 and 2010:

	December 31, 2012				December 31, 2011			December 31, 2010		
Description	**Distribution Rights**	**Water rights**	**Software**	**Total**	**Water rights**	**Software**	**Total**	**Water rights**	**Software**	**Total**
	ThCh$		**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**
Initial balance	-	422,463	716,394	1,138,857	428,626	936,969	1,365,595	426,902	1,690,431	2,117,333
Additions	-	-	3,506,266	3,506,266	-	418,182	418,182	16,710	181,123	197,833
Increase due to merger (1)	459,393,920	-	1,083,184	460,477,104	-	-	-	-	-	-
Amortization	-	(6,585)	(547,481)	(554,066)	(7,207)	(661,989)	(669,196)	(8,024)	(907,477)	(915,501)
Other increases (decreases)	(73,650)	(7,921)	95,683	14,112	1,044	23,232	24,276	(6,962)	(27,108)	(34,070)
Final balance	**459,728,227**	**407,957**	**4,854,046**	**464,582,273**	**422,463**	**716,394**	**1,138,857**	**428,626**	**936,969**	**1,365,595**

(1) In accordance with what has been described in note 1b) corresponds to the rights to produce and distribute products under the Brand of Coca-Cola in the franchise territories maintained by Embotelladoras Coca-Cola Polar S.A. in Chile, Argentina and Paraguay. Said distribution rights are not subject to amortization and are composed as follows:

	M$
Chile	300,305,727
Paraguay	156,627,248
Argentina	2,387,295
Total	**459,320,270**

14.2 Goodwill

Movement in goodwill is detailed as follows:

Year ended December 31, 2012

Cash generating unit	01.01.2012 ThCh$	Additions (1) ThCh$	Disposals or impairments ThCh$	Foreign currency translation difference – functional currency different from currency of presentation ThCh$	12.31.2012 ThCh$
Chile operation	-	8,503,023	-	-	8,503,023
Brazilian operation	41,697,004	-	-	(6,160,037)	35,536,967
Argentine operation	15,855,174	1,041,633	-	(3,059,468)	13,837,339
Paraguayan operation	-	6,915,412	-	-	6,915,412
Total	**57,552,178**	**16,460,068**	**-**	**(9,219,505)**	**64,792,741**

(1) As explained in note 1b), corresponds to goodwill generated in the fair value valuation of assets and liabilities stemming from the merger with Embotelladoras Coca-Cola Polar S.A.

Year ended December 31, 2011

Cash generating unit	01.01.2011 ThCh$	Additions ThCh$	Disposals or impairments ThCh$	Foreign currency translation difference – functional currency different from currency of presentation ThCh$	12.31.2011 ThCh$
Brazilian operation	42,298,955	-	-	(601,951)	41,697,004
Argentine operation	15,471,380	-	-	383,794	15,855,174
Total	**57,770,335**	**-**	**-**	**(218,157)**	**57,552,178**

Year ended December 31, 2010

Cash generating unit	01.01.2010 ThCh$	Additions ThCh$	Disposals or impairments ThCh$	Foreign currency translation difference – functional currency different from currency of presentation ThCh$	12.31.2010 ThCh$
Brazilian operation	43,820,310	-	-	(1,521,355)	42,298,955
Argentine operation	17,540,035	-	-	(2,068,655)	15,471,380
Total	**61,360,345**	**-**	**-**	**(3,590,010)**	**57,770,335**

NOTE 15 – OTHER CURRENT AND NON-CURRENT FINANCIAL LIABILITIES

Liabilities are detailed as follows:

	12.31.2012	12.31.2011
Current	**ThCh$**	**ThCh$**
Bank loans	87,278,613	8,689,670
Bonds payable	4,376,648	3,426,922
Deposits in guarantee	13,851,410	10,813,092
Forward contract obligations (see note 20)	394,652	163,718
Leasing agreements	346,696	-
Total	**106,248,019**	**23,093,402**

	12.31.2012	12.31.2011
Non-current	**ThCh$**	**ThCh$**
Bank loans	46,353,758	5,081,986
Bonds payable	126,356,040	69,559,417
Leasing agreements	1,170,397	-
Total	**173,880,195**	**74,641,403**

NOTE 15 – OTHER CURRENT AND NON-CURRENT FINANCIAL LIABILITIES (Continued)

15.1.1 Bank loans, current

Indebted Entity			Creditor Entity							Maturity		Total	
Tax ID,	Name	Country	Tax ID,	Name	Country	Currency	Amortization Year	Effective Rate	Nominal Rate	Up to 90 days	90 days up to 1 year	At 12.31.2012 ThCh$	At 12.31.2011 ThCh$
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Nación Bicentenario	Argentina	Argentine Peso	Monthly	14.80%	9.90%	243,782	705,763	949,545	739,966
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Santa Fe	Argentina	Argentine Peso	Monthly	15.00%	15.00%	-	96,370	96,370	-
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Galicia	Argentina	Argentine Peso	Monthly	15.00%	15.00%	-	27,447	27,447	-
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Santa Fe	Argentina	Argentine Peso	At maturity	12.85%	12.85%	6,500,755	-	6,500,755	-
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Galicia	Argentina	Argentine Peso	At maturity	14.50%	14.50%	645,870	-	645,870	-
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Nación	Argentina	Argentine Peso	Monthly	18.85%	18.85%	-	-	-	5,537,442
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Patagonia	Argentina	Argentine Peso	At maturity	12.50%	12.50%	3,896,499	-	3,896,499	-
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Standard Bank	Argentina	Argentine Peso	At maturity	15.50%	15.50%	913	-	913	-
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Votorantim	Brasil	Brazilian Real	Monthly	9.40%	9.40%	134,864	-	134,864	187,334
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Itaú	Brasil	Brazilian Real	Monthly	6.63%	6.63%	941,997	-	941,997	-
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Santander	Brasil	Brazilian Real	Monthly	7.15%	7.15%	328,872	-	328,872	-
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Santander	Brasil	Brazilian Real	Monthly	2.99%	3.52%	525,091	-	525,091	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.84%	6.84%	-	2,828,742	2,828,742	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	Semiannually	5.76%	5.76%	-	671,827	671,827	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.60%	6.60%	-	9,171,557	9,171,557	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.82%	6.82%	-	2,323,515	2,323,515	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.84%	6.84%	-	2,695,242	2,695,242	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.39%	6.39%	32,069	-	32,069	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Dollars	At maturity	3.36%	3.36%	-	1,452,145	1,452,145	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.036.000-k	Banco Santander	Chile	Dollars	At maturity	2.20%	2.20%	32,661	4,799,600	4,832,261	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.036.000-k	Banco Santander	Chile	Chilean pesos	At maturity	6.80%	6.80%	-	7,018,620	7,018,620	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.49%	6.49%	384,618	-	384,618	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.032.000-8	Banco BBVA	Chile	Chilean pesos	At maturity	6.25%	6.25%	7,521,185	-	7,521,185	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.83%	6.83%	-	10,335,540	10,335,540	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.951.000-4	Banco HSBC	Chile	Chilean pesos	At maturity	6.80%	6.80%	-	7,562,333	7,562,333	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.036.000-k	Banco Santander	Chile	Chilean pesos	At maturity	6.85%	6.85%	-	10,694,653	10,694,653	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.036.000-k	Banco Santander	Chile	Chilean pesos	At maturity	4.30%	4.30%	-	5,031,567	5,031,567	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.036.000-k	Banco BBVA	Chile	Chilean pesos	At maturity	6.25%	6.25%	-	-	-	1,827,000
91.144.000-8	Embotelladora Andina S.A.	Chile	97.036.000-k	Banco BBVA	Chile	Chilean pesos	At maturity	8.88%	8.88%	-	-	-	397,928
96.705.990-0	Envases Central S.A.	Chile	97.080.000-K	Banco Bice	Chile	Chilean pesos	At maturity	4.680%	4.68%	-	674,516	674,516	-
											Total	87,278,613	8,689,670

NOTE 15 – OTHER CURRENT AND NON-CURRENT FINANCIAL LIABILITIES (Continued)

15.1.2 Bank loans, non current

Indebted Entity			Creditor Entity							Maturity			Total	
Tax ID,	Name	Country	Tax ID,	Name	Country	Currency	Amortization Year	Effective Rate	Nominal Rate	1 year up to 3 years	3 years up to 5 years	More than 5 years	at 12.31.2012	at 12.31.2011
										ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Nación Bicentenario(1)	Argentina	Argentine Peso	At maturity	14.80%	9.90%	2,044,208	851,753	-	2,895,961	4,684,408
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Nuevo Banco Santa Fe	Argentina	Argentine Peso	At maturity	15.00%	15.00%	674,591	-	-	674,591	-
Foreign	Embotelladora del Atlántico S.A.	Argentina	Foreign	Banco Galicia	Argentina	Argentine Peso	At maturity	15.00%	15.00%	192,130	-	-	192,130	-
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Votorantim	Brasil	Brazilian Real	Monthly	9.40%	9.40%	202,358	-	-	202,358	397,578
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Itaú	Brasil	Brazilian Real	Monthly	6.63%	6.63%	3,629,576	440,001	-	4,069,577	-
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Santander	Brasil	Brazilian Real	Monthly	7.15%	7.15%	1,005,420	128,612	-	1,134,032	-
Foreign	Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Itaú	Brasil	Brazilian Real	Monthly	2.99%	3.52%	17,028,187	17,028,187	-	34,056,374	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	5.76%	5.76%	660,000	-	-	660,000	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.004.000-5	Banco Chile	Chile	Chilean pesos	At maturity	6.39%	6.39%	1,900,000	-	-	1,900,000	-
91.144.000-8	Embotelladora Andina S.A.	Chile	97.080.000-K	Banco BICE	Chile	Chilean pesos	At maturity	4.29%	4.29%	568,735	-	-	568,735	-
												Total	**46,353,758**	**5,081,986**

(1) The Bicentennial loan granted at a prime rate by Banco de la Nacion Argentina to Embotelladora del Atlántico S.A. is a benefit from the Argentine government to encourage investment projects. Embotelladora del Atlántico S.A. registered investment projects and received this loan at a prime rate of 9.9% annually. The loan has been recorded in the financial statements at the fair value, i.e. using the market rate of 14.8% per annum. The interest differential of ThCh$ 382,028 is recorded as a component of the fixed asset balance and depreciated over its estimated useful life.

NOTE 15 – OTHER CURRENT AND NON-CURRENT FINANCIAL LIABILITIES (Continued)

15.2.1 Bonds payable

	Current		Non-Current		Total	
Composition of bonds payable	**12.31.2012**	**12.31.2011**	**12.31.2012**	**12.31.2011**	**12.31.2012**	**12.31.2011**
	ThCh$	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**
Bonds (face rate interest)	4,728,582	3,674,408	127,169,976	71,877,478	131,898,558	75,551,886
Expenses of bond issuance and discounts on placement	(351,934)	(247,486)	(813,936)	(2,318,061)	(1,165,870)	(2,565,547)
Net balance presented in statement of financial position	**4,376,648**	**3,426,922**	**126,356,040**	**69,559,417**	**130,732,688**	**72,986,339**

15.2.2 Current and non-current balances

The bonds correspond to Series A, B and C UF bonds issued on the Chilean market. These instruments are further described below :

Bond registration or identification number									
Bond registration or	**Series**	**Face amount**	**Unit of adjustment**	**Interest rate**	**Final maturity**	**Interest payment**	**Next amortization of capital**	**Par value**	
								12.31.2012	**12.31.2011**
								ThCh$	**ThCh$**
Bonds, current portion									
SVS Registration No, 640, 8/23/2010	A	1,000,000	UF	3.0%	08.15.2017	Semi- annually	02/15/2014	255,057	-
SVS Registration No, 254, 6/13/2001	B	3,298,646	UF	6.5%	06.01.2026	Semi- annually	12/01/2013	3,964,645	3,674,408
SVS Registration No, 641, 8/23/2010	C	1,500,000	UF	4.0%	08.15.2031	Semi- annually	02/15/2021	508,880	-
Total current portion								**4,728,582**	**3,674,408**
Bonds non-current portion									
SVS Registration No, 640, 8/23/2010	A	1,000,000	UF	3.0%	08.15.2017	Semi- annually	02/15/2014	22,840,750	-
SVS Registration No, 254, 6/13/2001	B	3,298,646	UF	6.5%	06.01.2026	Semi- annually	12/01/2013	70,068,101	71,877,478
SVS Registration No, 641, 8/23/2010	C	1,500,000	UF	4.0%	08.15.2031	Semi- annually	02/15/2021	34,261,125	-
Total non-current portion								**127,169,976**	**71,877,478**

Accrued interest included in the current portion of bonds totaled ThCh$1,156,542 and ThCh$400,661 at December 31, 2012 and 2011, respectively

15.2.3 Non-current maturities

	Series	Year of maturity					Total non-current 12.31.2012
		2014	2015	2016	2017	After	
		ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
SVS Registration 640, 8/23/2010	A	5,710,188	5,710,188	5,710,188	5,710,186	-	22,840,750
SVS Registration 254, 6/13/2001	B	3,804,223	4,051,500	4,314,846	4,595,310	53,302,222	70,068,101
SVS Registration 641,08/23/2010	C	-	-	-	-	34,261,125	34,261,125
Total		**9,514,411**	**9,761,688**	**10,025,034**	**10,305,496**	**87,563,347**	**127,169,976**

15.2.4 Restrictions

The following restrictions apply to the issuance and placement of the Company's Series B bonds on the Chilean market in 2001, as well as Series A and C bonds, for a total of UF 6,200,000. Of that amount, UF 5,798,646.34 is outstanding:

- Embotelladora Andina S.A. must maintain a debt level in which consolidated financial liabilities do not exceed 1.20 times the consolidated equity in the case of Series B bonds. As defined in the debt agreements, consolidated financial liabilities will be considered to be current interest-accruing liabilities, namely: (i) Other financial liabilities, plus (ii) Other non-current financial liabilities. Total equity plus non-controlling interests will be considered consolidated Equity.

- For Series A and C bonds, Embotelladora Andina S.A. must maintain a net financial indebtedness that does not exceed 1.5 times in its quarterly financial statements, measured against its consolidated financial statements. For these effects, financial indebtedness level shall be defined as the ratio between net financial debt and total equity of the issuer (equity attributable to controlling shareholders plus non controlling interest). On the other hand, net financial debt is the difference between financial debt and cash balance of the issuer.

- Consolidated assets must be kept free of any pledge, mortgage or lien for an amount at least equal to 1.30 times the consolidated unsecured current liabilities of the issuer.

As of December 31, 2012 the amounts included in this restriction are the following:

	ThCh$
Consolidated Assets free from pledges, mortgages and other taxes:	1,521,286,596
Non-guaranteed outstanding liabilities	280,128,213

Based on these figures Consolidated Assets free from pledges, mortgages and other taxes are equal to 5.4 times of non consolidated outstanding liabilities.

- For Series B bonds the franchise of The Coca-Cola Company in Chile, called Metropolitan Region, must be maintained and in no way forfeited, sold, assigned or transferred to a third party. This franchise is for the elaboration, production, sale and distribution of Coca-Cola products and brands according to the bottlers' agreement or periodically renewable licenses.

- For Series B bonds, the territory now under franchise to the Company by The Coca-Cola Company in Argentina or Brazil, which is used for the preparation, production, sale and distribution of Coca-Cola products and brands, must not be forfeited, sold, assigned or transferred to a third party, provided such territory represents more than 40% of the adjusted consolidated operating flow of the Company.

- For A and C lines, not invest in instruments issued by related parties, nor engage in other activities with these parties that are not related to their general purpose, in conditions that are less favorable to the Issuer than those existing in the market.

- For A and C lines, maintain in quarterly financial statement, a Net Financial Hedging higher than 3 must be maintained. Net Financial Hedging shall be the ratio between EBITDA of the issuer for the last 12 months and the net financial expenses (financial income less financial expenses) of the issuer for the last 12 months. However, this restriction will be deemed to be not in compliance when the mentioned net financial hedging level is lower than the lever before mentioned for two consecutive quarters.

The Company was in compliance with all financial covenants at December 31, 2012 and 2011.

15.2.5 Repurchased bond

In addition to UF bonds, the Company holds bonds issued by itself that it has repurchased in full through companies that are integrated in the consolidation:

Through its subsidiaries, Abisa Corp S.A. (formerly Pacific Sterling), Embotelladora Andina S.A. repurchased its Yankee Bonds issued on the U.S. Market during the years 2000, 2001, 2002, 2007 and 2008. The entire placement amounted to US$350 million, of which US$200 million are outstanding and are presented after deducting the long-term liability from the other financial liabilities item.

Rio de Janeiro Refrescos Ltda. holds a liability corresponding to a US$75 million bond issue expiring in December 2020, with semi-annual interest payments. At December 31, 2012 and December 31, 2011, those bonds were held in full by Abisa Corp S.A., (formerly Pacific Sterling). Consequently, the assets and liabilities relating to that transaction have been eliminated from these consolidated financial statements. Furthermore, that transaction has been treated as an investment by the Company in the Brazilian subsidiary, so the effects of foreign exchange differences between the dollar and the functional currency of each of the entities have been charged to other comprehensive income.

15.3.1 Forward contract obligations

Please see the explanation in Note 20.

NOTE 15 – OTHER CURRENT AND NON-CURRENT FINANCIAL LIABILITIES (Continued)

15.4.1 Current liabilities for leasing agreements

Indebted Entity		Creditor Entity							Maturity		Total	
Name	Country	Tax ID,	Year	Country	Currency	Amortization Year	Effective Rate	Nominal Rate	Up to 90 days	90 days 1 year	at 12.31.2012	at 12.31.2011
									ThCh$	ThCh$	ThCh$	ThCh$
Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Itaú	Brasil	Brazilian Real	Monthly	10.21%	10.22%	63,469	191,653	255,122	-
Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Alfa	Brasil	Brazilian Real	Monthly	9.65%	9.47%	6,866	38,627	45,493	-
Embotelladora del Atlántico S.A.	Argentina	Foreign	Tetra Pak SRL	Argentina	Dollars	Monthly	12.00%	12.00%	11,009	35,072	46,081	-
										Total	346,696	-

15.4.2 Noncurrent liabilities for leasing agreements

Indebted Entity		Creditor Entity							Maturity			Total	
Name	Country	Tax ID,	Year	Year	Currency	Amortization Year	Effective Rate	Nominal Rate	1 years to up 3 years	3 years to up 5 years	More than de 5 years	at 12.31.2012	at 12.31.2011
									ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Itaú	Brasil	Brazilian Real	Monthly	10.21%	10.22%	599,593	-	-	599,593	-
Rio de Janeiro Refrescos Ltda.	Brasil	Foreign	Banco Alfa	Brasil	Brazilian Real	Monthly	9.65%	9.47%	63,561	-	-	63,561	-
Embotelladora del Atlántico S.A.	Argentina	Foreign	Tetra Pak SRL	Argentina	Dollars	Monthly	12.00%	12.00%	171,758	335,485	-	507,243	-
											Total	1,170,397	-

NOTE 16 – TRADE AND OTHER CURRENT ACCOUNTS PAYABLE

a) Trade and other current accounts payable are detailed as follows:

Item	12.31.2012	12.31.2011
	ThCh$	ThCh$
Trade accounts payable	159,211,448	112,963,542
Withholdings	23,529,819	14,977,133
Others	1,576,506	97
Total	**184,317,773**	**127,940,772**

b) The Company maintains commercial lease agreements for forklifts, vehicles, properties and machinery. These lease agreements have an average duration of one to five years excluding the renewal option of the agreements. No restrictions exist regarding the lessee by virtue of these lease agreements.

Future payments of the Company´s operating leases are the following:

	12.31.2012
	ThCh$
Maturity within one year term	4,322,954
Maturity after a term of one year to less than five years	2,301,651
Total	**6,624,605**

Total expenses related to operating leases maintained by the Company as of December 31, 2012 and 2011 amounted to ThCh$7,467,380 and ThCh$7,319,745, respectively.

NOTE 17 – CURRENT AND NON-CURRENT PROVISIONS

17.1 Balances

The balances of provisions recorded by the Company at December 31, 2012 and December 31, 2011 are detailed as follows:

Description	12.31.2012	12.31.2011
	ThCh$	ThCh$
Litigation (1)	6,821,165	7,970,835
Others	195,103	-
Total	**7,016,268**	**7,970,835**
Current	593,457	87,966
Non-current	6,422,811	7,882,869
Total	**7,016,268**	**7,970,835**

(1) These provisions correspond mainly to provisions for probable losses due to fiscal, labor and trade contingencies based on the opinion of management after consultation with its legal counsel.

17.2 Movements

Movement in the main items included under provisions is detailed as follows:

	12.31.2012			12.31.2011			12.31.2010		
Description	Litigation	Others	Total	Litigation	Others	Total	Litigation	Others	Total
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Initial Balance at January 1	**7,970,835**	-	**7,970,835**	**4,328,367**	-	**4,328,367**	**4,461,153**	**34,833**	**4,495,986**
Increase due to mergen	325,174	136,826	462,000	-	-	-	-	-	-
Additional provisions	65,745	62,372	128,117	-	-	-	875,703	-	875,703
Increase (decrease) in existing provisions	851,150	-	851,150	4,370,851	-	4,370,851	381,875	-	381,875
Payments	(1,168,725)	-	(1,168,725)	(702,552)	-	(702,552)	(1,146,574)	(34,833)	(1,181,407)
Increase (decrease) foreign exchange rate difference	(1,223,014)	(4,095)	(1,227,109)	(25,831)	-	(25,831)	(243,790)	-	(243,790)
Ending Balance	**6,821,165**	**195,103**	**7,016,268**	**7,970,835**	-	**7,970,835**	**4,328,367**	-	**4,328,367**

NOTE 18 – OTHER CURRENT AND NON-CURRENT NON-FINANCIAL LIABILITIES

Other current and non-current liabilities at each year end are detailed as follows:

Description	12.31.2012	12.31.2011
	ThCh$	ThCh$
Minimum dividend liability - 30% (1)	-	8,766,572
Dividend payable	99,427	6,876,934
Employee remuneration payable	8,240,460	6,354,816
Accrued vacations	11,392,231	7,723,738
Other	813,034	892,423
Total	**20,545,152**	**30,614,483**
Current	20,369,549	30,341,479
Non-current	175,603	273,004
Total	**20,545,152**	**30,614,483**

(1) During the year 2012, there was no minimum dividend recognized because the interim dividends distributed during October and December 2012, exceed 30% of net income for the period.

NOTE 19 – EQUITY

As a result of the merger agreement with Embotelladoras Coca-Cola Polar S.A described in note 1b), during 2012, 93,152,097 Series A shares and 93,152,097 Series B shares were issued and exchanged for 100% of the outstanding shares of Embotelladoras Coca-Cola Polar S.A. The value in legal terms of this new issuance amounted to ThCh$39,867,121.

19.1 Paid-in Capital

The paid-in capital of the Company totaled ThCh$270,759,299 as of December 31, 2012, divided into 946,578,736 Series A and B shares. The distribution and classification of these is detailed as follows:

19.1.1 Number of shares:

Series	Number of shares subscribed	Number of shares paid in	Number of voting shares
A	473,289,368	473,289,368	473,289,368
B	473,289,368	473,289,368	473,289,368

19.1.2 Capital:

Series	Subscribed Capital	Paid-in Capital
	ThCh$	ThCh$
A	135,379,649.5	135,379,649.5
B	135,379,649.5	135,379,649.5
Total	**270,759,299.0**	**270,759,299.0**

19.1.3 Rights of each series:

- Series A: Elect 12 of the 14 directors
- Series B: Receives an additional 10% of dividends distributed to Series A and elects 2 of the 14 directors .

NOTE 19 – EQUITY (Continued)

19.2 Dividend policy

According to Chilean law, cash dividends must be paid equal to at least 30% of annual net profits, barring a unanimous vote by shareholders to the contrary. If there is no net profit in a given year, the Company will not be legally obligated to pay dividends from retained earnings. At the April, 2012 Annual Shareholders Meeting, the shareholders authorized the Board of Directors to pay interim dividends during July and October 2012 and January 2013, at its discretion.

During 2012, the Shareholders' Meeting approved an extraordinary dividend payment against the retained earnings fund. It is not guaranteed that those payments will be repeated in the future.

Regarding Circular Letter N°1945 of the Chilean Superintendence of Securities and Insurance, the Company does not present any adjustments to be made in order to determine distributable net earnings to comply with minimum legal amounts.

Pursuant to Circular Letter N° 1,945 of the Chilean Superintendence of Securities and Insurance dated September 29, 2009, the Company's Board of Directors decided to maintain the initial adjustments of adopting IFRS as retained earnings for future distribution.

Retained earnings at the date of IFRS adoption amounted to ThCh$19,260,703, of which ThCh$3,564,500 have been realized at December 31, 2012 and are available for distribution as dividends in accordance with the following:

Concept	Event when amount is realized	Amount of accumulated earnings at 01.01.2009	Realized at 12.31.2012	Amount of accumulated earnings at 12.31.2012
		ThCh$	ThCh$	ThCh$
Revaluation of assets	Sale or impairment	12,538,123	(3,127,627)	9,410,496
Foreign currency translation differences of investments in related companies	Sale or impairment	6,393,518	-	6,393,518
Full absorption cost accounting	Sale of products	813,885	(813,885)	-
Post-employment benefits actuarial calculation	Termination of employees	929,560	(385,192)	544,368
Deferred taxes complementary accounts	Amortization	(1,414,383)	762,204	(652,179)
Total		**19,260,703**	**(3,564,500)**	**15,696,203**

NOTE 19 – EQUITY (Continued)

The dividends declared and paid during 2012, 2011 and 2010 are presented below:

Dividend payment date		Dividend type	Profits imputable to dividends	Ch$ per Series A Share	Ch$ per Series B Share
2010	January	Interim	2009	7.00	7.70
2010	April	Final	2009	11.70	12.87
2010	May	Additional	Retained Earnings	50.00	55.00
2010	July	Interim	2010	8.50	9.35
2010	October	Interim	2010	8.50	9.35
2011	January	Interim	2010	8.50	9.35
2011	May	Final	2010	13.44	14.784
2011	July	Additional	Retained Earnings	50.00	55.00
2011	July	Interim	2011	8.50	9.35
2011	October	Interim	2011	8.50	9.35
2012	January	Interim	2011	8.50	9.35
2012	May	Final	2011	10.97	12.067
2012	May	Additional	Retained Earnings	24.30	26.73
2012	October	Interim	2012	12.24	13.46
2012	December	Interim	2012	24.48	26.93

19.3 Reserves

Reserves	2012	2011
	ThCh$	ThCh$
Polar acquisition	421,701,520	-
Foreign currency translation reserves	(63,555,545)	(22,459,879)
Legal and statutory reserves	5,435,538	5,435,538
Total	**363,581,513**	**(17,024,341)**

19.3.1 Polar acquisition

This amount corresponds to the the fair value of the issuance of shares of Embotelladora Andina S.A. and to acquire Embotelladoras Coca-Cola Polar S.A.,.

19.3.2 Legal and statutory reserves

In accordance with Official Circular No. 456 issued by the Chilean Superintendence of Securities and Insurance, the legally required price-level restatement of paid-in capital for 2009 is presented as part of other equity reserves and was accounted for as a capitalization from Other Reserves with no impact on net income or retained earnings under IFRS. This amount totaled ThCh$5,435,538 at December 31, 2009.

19.3.3 Foreign currency translation reserves

This corresponds to the conversion of the financial statements of foreign subsidiaries whose functional currency is different from the presentation currency of the consolidated financial statements. Foreign currency translation differences between the receivable held by Abisa Corp S.A. and owed by Rio de Janeiro Refrescos Ltda. are also shown in this account, which has been treated as an investment in Equity Investees (associates and joint ventures). Foreign currency translation reserves are detailed as follows:

NOTE 19 – EQUITY (Continued)

Description	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Rio de Janeiro Refrescos Ltda.	(26,905,052)	(1,274,857)	1,324,710
Embotelladora del Atlántico S.A	(29,448,998)	(19,072,195)	(19,706,911)
Paraguay Refrescos S.A.	24,248	-	-
Exchange rate differences in related companies	(7,225,743)	(2,112,827)	(3,200,224)
Total	**(63,555,545)**	**(22,459,879)**	**(21,582,425)**

The movement of this reserve for the fiscal periods ended December 31, 2012 and 2011 respectively is detailed as follows:

Description	12.31.2012	12.31.2011	12.31.2010
	ThCh$	ThCh$	ThCh$
Rio de Janeiro Refrescos Ltda.	(25,630,195)	(2,599,567)	(5,171,036)
Embotelladora del Atlántico S.A	(10,376,803)	634,716	(4,278,804)
Paraguay Refrescos S.A.	24,248	-	-
Exchange rate differences in related companies	(5,112,916)	1,087,397	(1,845,427)
Total	**(41,095,666)**	**(877,454)**	**(11,295,267)**

19.4 Non-controlling interests

This is the recognition of the portion of Equity and income from subsidiaries that are owned by third parties, The detail of this account at December 31, 2012 is as follows:

	Non-controlling Interests		
Description	Percentage %	Shareholders Equity y	Income
		ThCh$	ThCh$
Embotelladora del Atlántico S.A.	0.0243	10,763	3,468
Andina Empaques Argentina S.A.	0.0244	1,977	439
Paraguay Refrescos S.A.	2.1697	4,697,403	89,012
Inversiones Los Andes Ltda.	0.0001	53	1
Transportes Polar S.A.	0.0001	6	-
Vital S.A.	35.0000	8,811,764	130,874
Vital Aguas S.A.	33.5000	1,807,913	81,651
Envases Central S.A.	40.7300	4,111,258	326,764
Andina Inversiones Societarias S.A.	0.0001	35	2
Total		**19,441,172**	**632,211**

NOTE 19 – EQUITY (Continued)

19.5 Earnings per share

The basic earnings per share presented in the statement of comprehensive income are calculated as the quotient between income for the year and the average number of shares outstanding during the same period.

The earnings per share used to calculate basic and diluted earnings per share is detailed as follows:

Earnings per share	12.31.2012		
	SERIES A	SERIES B	TOTAL
Earnings attributable to shareholders (ThCh$)	41,732,721	45,904,240	87,636,961
Average weighted number of shares	400,809,380	400,809,380	801,618,760
Earnings per basic and diluted share (in pesos)	**104.12**	**114.53**	**109.32**

Earnings per share	12.31.2011		
	SERIES A	SERIES B	TOTAL
Earnings attributable to shareholders (ThCh$)	46,203,022	50,821,383	97,024,405
Average weighted number of shares	380,137,271	380,137,271	760,274,542
Earnings per basic and diluted share (in pesos)	**121.54**	**133.69**	**127.62**

Earnings per share	12.31.2010		
	SERIES A	SERIES B	TOTAL
Earnings attributable to shareholders (ThCh$)	49,333,069	54,264,303	103,597,372
Average weighted number of shares	380,137,271	380,137,271	760,274,542
Earnings per basic and diluted share (in pesos)	**129.78**	**142.75**	**136.26**

Movement of shares	12.31.2012		
	SERIES A	SERIES B	TOTAL
Starting balance at Jaunary 1, 2012	380,137,271	380,137,271	760,274,542
Issuance of shares due to merger October 1, 2012	93,152,097	93,152,097	186,304,194
Ending balance at December 31, 2012	473,289,368	473,289,368	946,578,736
Compounded average number of shares (in Chilean pesos)	**400,809,380**	**400,809,380**	**801,618,760**

During year 2011, there were no movements in the number of shares.

NOTE 20 – DERIVATIVE ASSETS AND LIABILITIES

The Company held the following derivative liabilities at December 31, 2012 and 2011:

20.1 Currency forwards of items recognized for accounting purposes:

As of December 31, 2012, the Company had agreements to guaranty bank liabilities in Brazil denominated in US dollars for an amount of ThUS$71.429, to convert them to reais at a different tax rate. The valuation of said agreements was at fair value with a net loss of ThCh$333,427. The effect of these agreements have been recognized as current financial liabilities and financial costs within the statement of income as of December 31, 2012.

20.2 Currency forwards for highly probable expected transactions:

During 2010, the Company made agreements to hedge the exchange rate in the purchases of fixed assets in a foreign currency during 2011. Those agreements were recorded at the fair value, resulting in a net profit of ThCh$134,572 for the year ended at December 31, 2011. No such agreements were outstanding at December 31, 2012 and 2011. Since these agreements did not meet the documentation requirements of IFRS to be considered hedges, they were accounted for as investment contracts and the effects recorded directly in income.

In 2010, 2011 and 2012, the Company made agreements to hedge the exchange rate in the purchases of raw materials and future flows in 2011, 2012 and 2013. The outstanding agreements totaled ThUS$140,000 at December 31, 2012 (ThUS$42,500 at December 31, 2011). Those agreements were recorded at fair value, resulting in a net loss of ThCh$1,102,412 for the year ended at December 31, 2012 (net gain of ThCh$1,347,277 at December 31, 2011), and liabilities for derivative contracts of ThCh$394,652 were recognized at December 31, 2012 (liabilities of ThCh$163,718 at December 31, 2011). Since these agreements did not meet the documentation requirements of IFRS to be considered hedges, they were accounted for as investment contracts and the effects recorded directly in income.

Fair value hierarchy

The Company had total assets related to its foreign exchange forward contracts of ThCh$394,652 and liabilities to ThCh$163,718 at December 31, 2012 and 2011, respectively, which are classified within the other current non-financial liabilities and are carried at fair value on the statement of financial position. The Company uses the following hierarchy for determining and disclosing the fair value of financial instruments by valuation technique:

Level 1: quoted (unadjusted) prices in active markets for identical assets or liabilities
Level 2: Assumptions different to quoted prices included in level 1 and that are applicable to assets and liabilities, be it directly (as Price) or indirectly (i.e. derived from a Price)
Level 3: Assumptions for assets and liabilities that are not based on information observed directly in the market.

NOTE 20 – DERIVATIVE ASSETS AND LIABILITIES (Continued)

During the year ended December 31, 2012 and 2011, there were no transfers of items between fair value measurements categories all of which were valued during the period using level 2

	Fair Value Measurements at December 31, 2012			
	Quoted prices in actives markets for Identical Asset ThCh$	Significant other observable Inputs ThCh$	Significant unobservable Inputs ThCh$	Total ThCh$
Liabilities:				
Current liabilities				
Current financial liabilities	-	394,652	-	394,652
Total liabilities	-	**394,652**	-	**394,652**

	Fair Value Measurements at December 31, 2011			
	Quoted prices in actives markets for Identical Asset ThCh$	Significant other observable Inputs ThCh$	Significant unobservable Inputs ThCh$	Total ThCh$
Liabilities:				
Current liabilities				
Current financial liabilities	-	163,718	-	163,718
Total liabilities	-	**163,718**	-	**163,718**

NOTE 21 – CONTINGENCIES AND COMMITMENTS

21.1 Lawsuits and other legal actions:

The Parent Company and its Subsidiaries face litigation or potential litigation, in and out of court, that might result in material or significant losses or gains, in the opinion of the Company's legal counsel, detailed as follows:

1) Embotelladora del Atlántico S.A. is a party to labor and other lawsuits: Accounting provisions have been made for the contingency of a probable loss because of these lawsuits, totaling ThCh$1,600,326. Management considers it unlikely that non-provisioned contingencies will affect the Company's income and equity, based on the opinion of its legal counsel.

2) Rio de Janeiro Refrescos Ltda. is involved in current lawsuits and probable lawsuits regarding labor, tax and other matters. The accounting provisions to cover contingencies of a probable loss total ThCh$5,097,582. Management considers it unlikely that non-provisioned contingencies will affect income and equity of the Company, based on the opinion of its legal counsel. As it is customary in Brazil, the Company has been required by the tax authorities to guarantee contingencies in the amounts of ThCh$18,002,490 at December 31, 2012 and ThCh$19,989,604 at December 31, 2011.

3) Embotelladora Andina S. A. is involved in tax, commercial, labor and other lawsuits. The accounting provisions to cover contingencies for probable losses because of these lawsuits total ThCh$123,257. Management considers it unlikely that non-provisioned contingencies will affect income and equity of the company, in the opinion of its legal advisors.

NOTE 21 – CONTINGENCIES AND COMMITMENTS

On April 28, 2011 the Company was legally informed of an anti-competition lawsuit filed by the Chilean Fiscalía Nacional Económica ("Chilean National Economic Prosecutor", the FNE) before the Tribunal de Defensa de la Libre Competencia ("Chilean Anti-Competition Court", the TDLC) against Embotelladora Andina S.A. and Coca-Cola Embonor S.A. This lawsuit indicates that said companies would have violated the regulation of free competition by establishing a system of granting incentives in the traditional distribution channel since these points of sale do not advertise, exhibit and/or commercialize, in any manner, the so called "B-brands" or alternative soft drink beverages. This lawsuit ended on November 22, 2011, by approval of the Anti-competition Court of the terms of reconciliation proposed November 15, 2011 by the National Economic Prosecutor, Embotelladora Latinoamericana S.A., Embotelladora Castel Ltda., Industrial y Comercial Lampa S.A., Sociedad Comercial Antillanca Ltda., Coca-Cola Embonor S.A. and Embotelladora Andina S.A..

As a result of this agreement, the Company assumed certain commitments that included allowing 20% of space to be available to other brands in refrigerators provided by Embotelladora Andina S.A. at certain points of sale in the traditional channel where there are no other refrigerators, for a period of five years.

The reconciliation agreement did not impose fines nor constitute an acknowledgement of liability in the anti-competition offenses.

21.2 Direct guarantees and restricted assets:

Guarantees and restricted assets as of December 31, 2012 are detailed as follows:

	Provided by		Committed assets		Carrying	Balance pending payment on the closing date of the financial statements		Date of guarantee release	
Guarantee in favor of	Name	Relationship	Guarantee	Type	amount	2012	2011	2013	2014
					ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Aduana de Ezeiza	Embotelladora del Atlántico S.A.	Subsidiary	Guaranty insurance	Import	35,132	-	-	-	-
Aduana de Ezeiza	Embotelladora del Atlántico S.A.	Subsidiary	Cash deposit	Import	208,348	-	-	-	-
Polar Argentina S.A.	Embotelladora del Atlántico S.A.	Subsidiary	Cash deposit	Import	3,601				
Distribuidora Baraldo S.H.	Embotelladora del Atlántico S.A.	Subsidiary	Cash	Judicial embargo	1,952	-	-	-	-
Acuña Gomez	Embotelladora del Atlántico S.A.	Subsidiary	Cash	Judicial embargo	2,928	-	-	-	-
Municipalidad Gral. Alvear	Embotelladora del Atlántico S.A.	Subsidiary	Cash	Judicial embargo	19,993	-	-	-	-
Municipalidad San Martín	Embotelladora del Atlántico S.A.	Subsidiary	Cash	Judicial embargo	35,132	-	-	-	-
Nicanor López	Embotelladora del Atlántico S.A.	Subsidiary	Cash	Judicial embargo	2,094	-	-	-	-
Labarda	Embotelladora del Atlántico S.A.	Subsidiary	Cash	Judicial embargo	35	-	-	-	-
Aduana de Ezeiza	Embotelladora del Atlántico S.A.	Subsidiary	Guaranty insurance	Mold Import	7,199	-	-	-	-
Poder Judiciario	Rio de Janeiro Refrescos Ltda.	Subsidiary	Judicial deposit	Long term asset	18,002,490	-	-	-	-
Inter Material S.A.	Embotelladora Andina S.A.	Parent Company	Guarantee receipt	Guarantee receipt	101,700	-	-	101,700	-
Linde Gas Chile S.A.	Embotelladora Andina S.A.	Parent Company	Guarantee receipt	Guarantee receipt	143,988	-	-	-	143,988
Linde Gas Chile S.A.	Embotelladora Andina S.A.	Parent Company	Guarantee receipt	Guarantee receipt	287,976	-	-	-	287,976
Echeverría Izquierdo Ingeniería y Construcción	Embotelladora Andina S.A.	Parent Company	Guarantee receipt	Guarantee receipt	1,019,190	-	-	1,019,190	287,976

NOTE 22 – FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES

The Company's businesses are exposed to diverse financial and market risks (including foreign exchange rate risk, fair value interest rate risk and price risk). The Company's global risk management program concentrates on the uncertainty of financial markets and tries to minimize potentially adverse effects on the financial returns of the Company. The Company uses derivatives to hedge certain risks. Below is a description of the primary policies established by the Company to manage financial risks.

Interest rate risk

As of December 31, 2012, the Company carried all of its debt at a fixed rate. Consequently, the risk of fluctuations in market interest rates as compared to the Company's cash flows is low.

Notwithstanding the above, the Company's most significant indebtedness comes for the issuance of Bonds that are denominated in Unidades de Fomento, which is indexed to the inflation in Chile). If the inflation in Chile had reached 4% (instead of 2.5%) for the period January 01 to December 31, 2012, the Company's results would have decreased by ThCh$2,008,527.

Foreign currency risk

Sales revenues earned by the Company are linked to the local currencies of countries in which it does business, the detail of which is detailed as follows:

Chilean Peso	Brazilean Real	Argentine Peso	Paraguayan Guarani
33%	31%	28%	8%

Since the Company's income is not tied to the US dollar, the policy of managing that risk, meaning the gap between assets and liabilities denominated in that currency, has been to hold financial investments in dollar–denominated instruments for at least the equivalent of the liabilities denominated in that currency (if US dollar liabilities exist).

Additionally and depending on market conditions, the Company's policy is also to make foreign currency hedge contracts to reduce the foreign exchange rate impact on cash outflows expressed in US dollars, corresponding mainly to payments made to raw material suppliers. In accordance with the percentage at of raw material purchases that are indexed to the US dollar, if the currencies were to devalue by 5% in the three countries where the Company operates and remaining everything constant, it would generate a cumulative decrease in income December 31, 2012 of ThCh$6,877,441. Currently, the Company holds derivative contracts to cover this effect in Chile and Argentina, which do not qualify for hedge accounting according to IAS 39

NOTE 22 – FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES (Continued)

The exposure to foreign currency exchange conversion differences of subsidiaries abroad (Brazil, Argentina and Paraguay), because of the difference between monetary assets and liabilities (i.e., those denominated in a local currency and consequently exposed to foreign currency translation risk from translation from their functional currency to the presentation currency of the consolidated statements) is only hedged when it is predicted that material adverse differences could occur and when the cost associated with such hedging is deemed reasonable by management. Currently the Company does not have these kinds of hedge agreements.

During the year ended December 31, 2012, the Brazilian real Argentine Peso and the Paraguayan Guarani have devalued 13.6%, 8.6% and 4.3% respectively regarding the presentation currency for the same period of 2011.

Currently in Argentina there are foreign exchange restrictions and there is a parallel currency market with an exchange rate which is higher than the official rate.- If the Argentine peso were to devalue an additional 25% with respect to the Chilean peso, the effects upon results for the concept of translation from foreign subsidiaries would amount to a higher loss of ThCh$5,102,723. On the other hand, at equity level, this would result that the remainder of the translation of asset and liability accounts would lead to a decrease in equity of ThCh$10,723,836.

If the Brazilian real devalued at least 3.6% with respect to the Chilean peso, the effect upon results for the concept of translation from foreign subsidiaries would amount to a higher gain of thCh$1,917,060. On the other hand, at equity level, this would result that the remainder of the translation of asset and liability accounts would lead to a smaller decrease in equity of ThCh$4,619,049.

If the Paraguayan Guarani appreciated 2.8% with respect to the Chilean peso, the effect upon results for the concept of translation from foreign subsidiaries would amount to a higher gain of thCh$317,385. On the other hand, at equity level, this would result that the remainder of the translation of asset and liability accounts would lead to an increase in equity of ThCh$16,648,642.

Commodities risk

The Company faces a risk of price fluctuations in the international markets for sugar, aluminum and PET resin, which are inputs required to produce beverages and, as a whole, account for 35% to 40% of operating costs. Procurement and anticipated purchase contracts are made frequently to minimize and/or stabilize this risk. When warranted by market conditions commodity hedges have also been used. The possible effects that exist in the present consolidated integral statements of a 5% eventual rise in prices of its main raw materials, would be a reduction in our accumulated results for the year ended December 31, 2012 of approximately ThCh$7,879,432. To minimize and/or stabilize said risk, anticipated purchase and supply agreements are frequently obtained when market conditions are favorable. Derivative instruments for commodities have also been used.

Liquidity risk

The products we sell are mainly paid for in cash and short term credit, therefore our main source of financing comes from the cash flow of our operations. This cash flow has historically been sufficient to cover the investments necessary for the normal course of our business, as well as the distribution of dividends approved by the General Shareholders' Meeting. Should additional funding be required for future geographic expansion or other needs, the main sources of financing to consider are: (i) debt offerings in the Chilean and foreign capital markets (ii) borrowings from commercial banks, both internationally and in the local markets where we have operations; and (iii) public equity offerings.

The following table presents our contractual and commercial obligations as of December 31, 2012:

	Year of maturity				
Item	**2013**	**2014**	**2015**	**2016**	**2017 and more**
	ThCh$	**ThCh$**	**ThCh$**	**ThCh$**	**ThCh$**
Bank debt	95,602,503	18,246,000	14,281,607	12,696,487	10,102,925
Bonds payable	10,264,230	15,931,909	15,761,871	15,591,833	131,486,846
Purchase obligations	42,450,378	5,415,240	4,423,912	4,343,418	552,729
Operating lease obligations	4,697,482	1,386,046	975,917	570,311	-
Total	153,014,593	40,979,195	35,443,307	33,202,049	142,142,500

NOTE 23 – OTHER INCOME

Other operating income is detailed as follows

Description	01.01.2012 12.31.2012	01.01.2011 12.31.2011	01.01.2010 12.31.2010
	ThCh$	ThCh$	ThCh$
Gain on disposal of property, plant and equipment	2,304,613	673,669	548,111
Adjustment judicial deposit (Brazil)	748,299	784,856	450,299
Guaxupé fiscal credits (Brazil)	-	1,313,212	-
Other	213,086	137,708	119,469
Total	**3,265,998**	**2,909,445**	**1,117,879**

NOTE 24 – OTHER EXPENSES BY FUNCTION

Other expenses are detailed as follows:

Item	01.01.2012 12.31.2012	01.01.2011 12.31.2011	01.01.2010 12.31.2010
	ThCh$	ThCh$	ThCh$
Tax on bank debits	4,487,209	3,074,333	2,966,852
Write-off of property, plant and equipment	1,314,528	2,452,231	-
Contingencies	2,012,879	4,370,851	1,257,579
Professional service fees	650,912	1,101,482	1,656,515
Loss on the sale of property, plant and equipment	804,751	415,823	470,459
Merger Andina-Polar (see note 13.2)	4,517,661	-	-
Donations	815,945	-	862,307
Other	816,123	500,283	562,112
Total	**15,420,008**	**11,915,003**	**7,775,824**

NOTE 25 – FINANCIAL INCOME AND COSTS

Financial income and costs break down as follows:

a) Finance income

Description	01.01.2012 12.31.2012	01.01.2011 12.31.2011	01.01.2010 12.31.2010
	ThCh$	ThCh$	ThCh$
Interest income	2,487,739	2,846,728	2,451,808
Other interest income	240,320	335,706	924,330
Total	**2,728,059**	**3,182,434**	**3,376,138**

a) Finance costs

Description	01.01.2012 12.31.2012	01.01.2011 12.31.2011	01.01.2010 12.31.2010
	ThCh$	ThCh$	ThCh$
Bond interest	5,473,534	5,092,403	5,022,931
Bank loan interest	4,594,167	1,098,757	1,079,806
Other interest costs	1,105,052	1,044,016	1,299,094
Total	**11,172,753**	**7,235,176**	**7,401,831**

NOTE 26 – OTHER INCOME AND EXPENSES

Other gains and losses are detailed as follows:

Description	01.01.2012 12.31.2012	01.01.2011 12.31.2011	01.01.2010 12.31.2010
	ThCh$	ThCh$	ThCh$
Restructuring of operations (new Renca plant)	(1,212,579)	(304,629)	(416,618)
Gain (loss) derivatives transactions	(1,102,412)	1,481,849	722,108
Insurance deductible and donations due to earthquake	-	-	(620,512)
Profit on the sale of shares in Vital S.A.	-	653,214	
Other income and outlays	(21,224)	(335,516)	(169,619)
Total	**(2,336,215)**	**1,494,918**	**(484,641)**

NOTE 27 – ENVIRONMENT (UNAUDITED)

The Company has made disbursements totaling ThCh$3,333,058 for improvements in industrial processes, equipment to measure industrial waste flows, laboratory analyses, consulting on environmental impacts and other,

These disbursements by country are detailed as follows:

	Year ended December 31, 2012		Future commitments	
Country	Recorded as expenses	Capitalized to property, plant and equipment	Recorded as expenses	Capitalized to property, plant and equipment
	ThCh$	ThCh$	ThCh$	ThCh$
Chile	674,893	124,388	-	-
Argentina	742,213	71,596	311,598	1,963,658
Brazil	1,004,181	678,887	1,308,374	3,979,832
Paraguay	26,628	10,272	-	5,740
Total	**2,447,915**	**885,143**	**1,619,972**	**5,949,230**

NOTE 28 – SUBSEQUENT EVENTS

No subsequent events exist between December 31, 2012 and the date of issuance of this report.

ITEM 19. EXHIBITS

The exhibits filed with or incorporated by reference in this annual report are listed in the exhibit index below.

EXHIBIT INDEX

Item	Description
1.1	English translation of our Bylaws (filed herewith and also available on our website www.embotelladoraandina.com)
1.2	English translation of the Bottler's Agreement
1.2.1	Argentina's Bottler's Agreement EDASA (filed herewith)
1.2.2	Argentina's Bottler's Agreement EDASA (Schweppes) (filed herewith)
1.2.3	Argentina's Bottler's Agreement Ex – Polar (filed herewith)
1.2.4	Argentina's Bottler's Agreement Ex – Polar (other) (filed herewith)
1.2.5	Brasil's Bottler's Agreement RJR (filed herewith)
1.2.6	Brasil's Bottler's Agreement RJR (Exhibit) (filed herewith)
1.2.7	Chile's Bottler's Agreement Ex – Polar (filed herewith)
1.2.8	Chile's Bottler's Agreement Andina (filed herewith)
1.2.9	Chile's Bottler's Agreement Andina (Exhibit) (filed herewith)
1.2.10	Paraguay's Bottler's Agreement PARESA (filed herewith)
1.3	Depositary Agreement with The Bank of New York Mellon (filed herewith)
1.4	Shareholders' Agreement (filed herewith)
1.5	English Translation of the Stock Purchase Agreement and Amendment to the Stock Purchase Agreement (filed herewith)
1.6	Indenture dated as of September 30, 1997 among Embotelladora Andina S.A., Credit Suisse First Boston Corporation, and J.P. Morgan Securities Inc. (incorporated herein by reference and filed with the SEC on September 30, 1997 and also available on our website www.embotelladoraandina.com)
8.1	List of our subsidiaries (filed herewith).
12.1	Certification of Miguel Ángel Peirano, Chief Executive Officer, pursuant to Rule 13-a14(a) (17 CFR 240.13a-12(a)) or Rule 15d-14(a) (17 CFR 240.15d-14(a)) (filed herewith).
12.2	Certification of Andrés Wainer, Chief Financial Officer pursuant to Rule 13-a14(a) (17 CFR 240.13a-12(a)) or Rule 15d-14(a) (17 CFR 240.15d-14(a)) (filed herewith).
13.1	Certification of Miguel Ángel Peirano, Chief Executive Officer, pursuant to 18 U.S.C. Chapter 63, Section 1350, (filed herewith).
13.2	Certification of Andrés Wainer, Chief Financial Officer, pursuant to 18 U.S.C. Chapter 63, Section 1350, (filed herewith).

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SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant certifies that it meets all of the requirements for filing on Form 20-F and has duly caused this Annual Report on Form 20-F to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Santiago, Chile on April 30, 2013.

EMBOTELLADORA ANDINA S.A.
(ANDINA BOTTLING COMPANY)

/s/ Andrés Wainer
Andrés Wainer Andrés Wainer
Chief Financial Officer

Date: April 30, 2013

EXHIBIT 1.1

Exhibit (English translation of Spanish original)

EMBOTELLADORA ANDINA S.A.

CORPORATE BY-LAWS

ORGANIZATION OF THE COMPANY AND MOST RECENT BY-LAWS

A. The Company was organized by public deed executed February 7, 1946, before the Santiago Notary Mr. Luciano Hiriart Corvalan.

- Its existence was authorized, by-laws approved and it was declared legally established by Decree No. 1364 of the Ministry of Finance, dated March 13, 1946.
- Decree No. 1364 and an excerpt of the corporate by-laws were published in Official Gazette No. 20,413 of March 25, 1946.
- The same excerpt of the corporate by-laws is registered on page 768, No. 581 of the Santiago Registry of Commerce for 1946.
- Decree No. 1364 of 1946 is registered on page 770, No. 482 of the Santiago Registry of Commerce for the same year.

B. The latest by-law reform was approved at the Special Shareholders Meeting held on September 30, 1996, the Minutes of which were executed to public deed on October 17, 1996 before the Santiago Notary Mr. Armando Ulloa Contreras, and legalized by registration of its excerpt on page 10,146 No.8,371 of the Santiago Registry of Commerce for 1996, and publication in the Official Gazette No. 35,601 of October 28, 1996.

TITLE FIRST

Name, Domicile, Duration and Object.

ARTICLE FIRST: A stock corporation is organized under the name of "Embotelladora Andina S.A.", which shall be governed by the provisions in these by-laws and in absence thereof, by the provisions in the Stock Corporation Regulations and legal and regulatory provisions in force.

ARTICLE SECOND: The Company's legal domicile shall be the city of Santiago, notwithstanding the special domiciles of offices, agencies or branches that are established in the country as well as abroad.

ARTICLE THIRD: The duration of the company shall be indefinite.

ARTICLE FOURTH: The object of the company shall be to execute and develop the following, either directly itself or through other persons, and either on its own account or that of others:

a. Develop one or more industrial establishments dedicated to the business, operations and activities to manufacture, produce, elaborate, transform, bottle, can, distribute, transport, import, export, purchase, sell and market in general, in any form and in any way, any type of food product and in particular any type of mineral water, juice, beverage and drink in general or other similar products, and raw materials or semi-finished materials used in such activities and/or products complementary or related to the preceding businesses and activities;

b. Develop one or more agricultural or agro industrial establishments and farm land dedicated to the business, operations and development of agricultural activities and agro industry in general.

c. Produce, elaborate, transform, distribute, transport, import, export, purchase, sell and market in general, in any form and in any way, any type of agricultural products and/or agro industrial products and raw materials, or semi-finished materials used in such activities, and/or products complementary or related to the preceding activities;

d. Manufacture, elaborate, distribute, transport, import, export, purchase, sell and market in general, in any form and in any way, any type of container; and execute and develop any type of material recycling process and activity;

e. Accept from and/or grant the representation of trademarks, products and/or licenses related to such businesses, activities, operations and products to national or foreign companies;

f. Provide any type of service and/or technical assistance in any way related to the goods, products, businesses and activities referred to in the preceding letters;

g. Invest cash surplus, even in the capital market; and

h. In general, undertake all other businesses and activities supplementary or linked to the above mentioned operations.

The Company may execute its objective directly or by participating as a partner or shareholder in other companies or by acquiring rights or interests in any other type of association related to the aforesaid activities.

TITLE SECOND

Capital and Shares.

ARTICLE FIVE: The company´s capital equity is $182,181,421,000 divided into 395,595,788 Series A shares and 395,595,788 Series B shares, both preferred and with no par value, whose features, rights and privileges are indicated in the following paragraphs of this Article:

A) The preference of Series A shares shall consist solely of the right to elect six out of the seven regular Board members the company has, along with their respective Alternates.

B) The preferences of Series B shares shall consist solely of the right to receive all and any of the per share dividends the company may distribute, whether temporary, definitive, minimum mandatory, additional, or eventual, increased by 10%.

C) If in the future because of the exchange of shares, distribution of paid-up shares or issuance of cash shares, or for any other reason or cause, the number of Series A and/or B shares were to increase or decrease, the privileges and rights of the recently indicated series of shares set forth in these by-laws shall not be altered under any circumstance.

In the case where, as a result of the special exchange of shares approved by the Special Shareholders´ Meeting of Embotelladora Andina S.A. held on September 30, 1996, referred to in "Transitory Article Third" of these by-laws, a transitory provision that was added onto the same at the aforementioned Meeting, the number of Series A shares were to decrease to less than 200,000,000 shares, this fact alone means that Series A and B shall be eliminated, and the shares which comprise them shall automatically become common shares without any preference whatsoever, therefore eliminating the division of shares into series.

D) The preferences of Series A and B shares shall remain in effect through the period expiring on December 31, 2130. Once this period has expired, Series A and B shall be eliminated and the shares which comprise them shall automatically become common shares without any preference whatsoever, therefore eliminating the division of shares into series.

E) The preferences of Series A and B shares shall remain in effect even when the shares from this series are transferred and/or transmitted, whether in whole or in part.

F) Series A shares shall be entitled to full voting rights without limitations, notwithstanding this Article and Article Seven of these by-laws regarding the election of the Company´s Board members.

G) Series B shares shall be entitled to a limited voting right, voting only on the following matters: the election of a regular Board member for the company and his respective alternate, pursuant to Article Seven of these by-laws.

ARTICLE SIXTH: Shares shall be nominatives; their subscription and payment, transfer, mentions and formalities of the certificates, the way in which those lost or misplaced shall be replaced, the registration of shareholders and other matters related to the shares and certificates shall be governed by the provisions of Law and its Regulations.

TITLE THIRD

Company Management.

ARTICLE SEVEN: The company shall be managed by a Board comprised of seven regular members, each of whom shall have their respective alternate. The Board members, who may or may not be shareholders, shall hold office for three years and may be reelected indefinitely.

Board members shall be elected by Series A and B shares in separate voting as follows: Series A shares shall elect six regular Board members and their respective alternates and Series B shares shall elect one regular Board member and his respective alternate.

ARTICLE EIGHTH: The status of Director is acquired by expressed or implied acceptance of the designation. If a vacancy were to occur in a directorship, whether regular and alternate, as the case may be, the entire Board shall be renewed at the next Regular Shareholders Meeting to be held by the company, and in the interim, the board may appoint a replacement.

ARTICLE NINTH: The Board shall appoint a Chairman from among its members at the first meeting after the election thereof, who shall also be the Chairman of the company's General Shareholders Meetings, and it shall appoint a Vice-Chairman to hold the office of the former whenever the Chairman cannot for any reason whatsoever.

ARTICLE TENTH: In order to comply with the corporate object within statutory, legal and regulatory limits thereof, the Board may: First.

a) Manage, direct and supervise corporate operations with the most ample powers, perform all acts and enter into all contracts corresponding to the company's business concern and its specific purposes thereof and represent it judicially and extra judicially, notwithstanding the judicial representation pertaining to the General Manager.

b) Appoint the Chairman and Vice-Chairman of the Board, who shall also be the Chairman and Vice-Chairman of General Shareholders Meetings; appoint the General Manager, set his compensation, supervise his acts and remove him from his position or terminate his services;

c) Designate any individual to perform the tasks of Secretary to the Board and General Shareholders Meetings and set the compensation thereof for these services or declare that these tasks must be performed by the General Manager without entitlement to special compensation.

d) Issue, modify and void the internal regulations necessary for the proper operation of the company.

e) Approve the issuance of bonds or debentures.

f) Resolve the establishment of agencies, branches or offices in any other point of the country or abroad.

g) Present an explanatory Annual Report on the Company's situation in the most recent fiscal year to the Regular Shareholders Meeting, within the purview of the Law and its Regulations, as well as a Balance Sheet with a profit and loss statement and report submitted by the external auditors; and propose thereto the distribution of profits, notwithstanding approval of the distribution of provisional dividends during the fiscal year chargeable to profits of the same, provided there are no accumulated losses.

h) Call Regular and Special General Shareholders Meetings and implement and enforce their resolutions.

i) Delegate part of their powers to Managers, Deputy Managers and/or Company Attorneys, to one Director or a committee of Directors and, for specially determined purposes, to other individuals. It may, in use of these powers, confer special powers of attorney required by the General Manager and other officers of the Company to cooperate in the management thereof and exercise their judicial and extrajudicial representation in Chile and abroad.

j) Approve, organize, incorporate, take part or form part of other corporations, partnerships, joint ventures or entities of any kind whose line of business facilitates or complements the corporate object of the Company and effectuate all dealings, adopt all resolutions and perform all acts it deems suitable to corporate interests, unless they are within the exclusive competence, decision or hearing of General Shareholders Meetings.

k) Resolve all matters not stipulated in these by-laws.

ARTICLE ELEVENTH: Directors shall be compensated for the duties they perform as such; the amount of such compensation shall be set annually by the Regular Shareholders Meeting. The foregoing does not prevent other compensation or allowances for duties or services other than the exercise of their positions, and they should comply in such respect with the corresponding legal and regulatory provisions.

ARTICLE TWELFTH: The Board shall hold its meetings at the registered offices, save the Board itself resolves otherwise, and it should meet according to corporate needs. Board Meetings shall be both regular and special. The former shall be held on the dates and at the times pre-set by the Board itself, shall not require any special notice and shall be held at least once a month.

The latter shall be held whenever they are specially summoned by the Chairman himself or at the request of one or more Directors after qualification by the Chairman of the need for the meeting, unless the meeting is requested by two or more directors, in which case the meeting must be held without such prior qualification. Only the matters that are especially indicated in the summons may be discussed at special meetings unless all directors in office are present and unanimously resolve otherwise. The notice of a special meeting shall be made by certified letter sent to the domicile that each of the Directors has registered with the Company at least three days in advance of the date the meeting is to be held; this term may be reduced to twenty-four hours in advance if the letter is delivered personally to each Director by Notary Public. The summons to a special meeting shall contain a reference to the matter(s) to be discussed thereat and may be omitted if all the Directors in office in the company attend the Meeting. The minimum quorum for a meeting shall be an absolute majority of the number of titular Directors established in these by-laws and resolutions shall be adopted by an absolute majority of the voting Directors present, save when the Law, Regulations or these by-laws require a different quorum or majority. In the case of a tie vote, the deciding vote shall be cast by whoever is presiding the meeting.

ARTICLE THIRTEENTH: The duties of a director may not be delegated. However, the board may delegate part of its powers to managers, deputy managers or attorneys of the company, to one director or a committee thereof and for specially determined purposes to other individuals.

ARTICLE FOURTEENTH: The deliberations and resolutions of the board shall be recorded in a special minutes book that shall be signed by the members that have attended the meeting. If any thereof dies or is prevented for any reason from signing the minutes, a record shall be made at the foot thereof of the fact of impediment.

ARTICLE FIFTEENTH: A Director who wishes to avoid his liability for any act or resolution of the board shall record his opposition in the minutes and such fact shall be reported by the Chairman of the company at the earliest Regular General Shareholders Meeting.

TITLE FOURTH

Chairman, Vice-Chairman and Manager.

ARTICLE SIXTEENTH: The Chairman, and in the event of his absence or disability, the Vice Chairman, shall: a) chair the meetings of the board and shareholders meetings; b) summon Board meetings pursuant to article tenth hereof; c) sign deeds and documents that are required to implement the resolutions of the board whenever no other individual has been specifically appointed to do so; d) in general, perform the other tasks that are conferred thereupon by these by-laws and those that the board deems convenient to entrust therewith.

ARTICLE SEVENTEENTH: The Board shall appoint a General Manager of the Company, who shall be responsible for the management of corporate affairs. The position of General Manager is incompatible with that of Chairman, auditor or accountant of the Company.

In addition to the obligations and attributions stipulated therefore by pertinent legal and regulatory provisions, the General Manager shall:

a) perform the operations in the line of business of the company while adhering to the resolutions of the board and shareholders meetings, the laws and regulations and these by-laws;

b) represent the company judicially, being legally vested with the powers set forth in both subparagraphs of article 7 of the Code of Civil Procedure;

c) participate in Board meetings with the right to voice, and shall be liable together with the members thereof for all resolutions damaging to the Company and shareholders when his contrary opinion is not recorded in the respective minutes;

d) perform the tasks of Secretary to the board and shareholders meetings, unless a secretary is especially appointed to such position;

e) organize and inspect the accounting and participate in the preparation of balance sheets and inventories;

f) keep custody of corporate books and documents, ensuring that they are kept with the regularity required by law or by regulatory norms;

g) Supervise the conduct of the Company's employees and workers and adopt the measures he deems suitable in this regard;

h) Make payments ordered by the Board and those pertaining to the Company's management;

i) Order the publications and notices required by law, unless another person is empowered therefore;

j) Pay taxes, assessments and permits within the legal terms therefore; and

k) in general, fulfill the duties and exercise the authorities indicated herein and that the board vests thereupon.

TITLE FIFTH

General Shareholders Meetings.

ARTICLE EIGHTEENTH: General shareholders meetings shall be either regular or special.

ARTICLE NINETEENTH: Regular general shareholders meetings shall be held once a year within the first four months following the date of the annual balance sheet in order to discuss and decide upon the matters indicated in article 56th of Law 18,046.

ARTICLE TWENTIETH: Special General Shareholders Meetings may be held at any time according to corporate needs and to discuss and decide upon any matter within the competence thereof, provided it is indicated in the summons. Only the following matters may be discussed at Special Shareholders Meetings: One) The dissolution of the company; Two) The transformation, merger or division of the Company and a reform of its by-laws; Three) The issuance of bonds or debentures convertible to shares; Four) The conveyance of the fixed assets and liabilities of the company or of all its assets; Five) The granting of real or personal guarantees to secure third-party obligations, except for those of affiliate companies, in which case the approval of the Board shall suffice; and Six) The other matters that by law or the by-laws corresponds to the hearing or competence of Shareholders Meetings. The matters referred to in numbers one), two), three) and four) may only be approved at a Meeting held in presence of a Notary Public, who shall certify that the Minutes are a true record of the events and resolutions adopted at the meeting.

ARTICLE TWENTY-FIRST: Meetings shall be called by the company’s board of directors as set forth in article fifty-eight of Law 18,046 and summons thereof shall be given pursuant to article fifty-nine of the same law.

ARTICLE TWENTY-SECOND: General Shareholders Meetings shall be installed upon first notice by an absolute majority of the voting shares issued and upon second notice by the shares present or represented thereat, whatever their number. Resolutions shall be adopted by an absolute majority of the voting shares present or represented, save regarding those matters where the laws or these by-laws require a different quorum or majority.

ARTICLE TWENTY-THIRD: Only those shareholders registered in the Shareholders´ Registry five days prior to the date the corresponding Meeting is to be held shall be entitled to participate in the same and exercise their rights to voice and vote. The shareholders shall be entitled to one vote per each share they own or represent, being able to accumulate or distribute them in the elections as they see fit, notwithstanding the voting right restrictions of Series B preferred shares, as stipulated in letter "G" under Article Five in these by-laws, and notwithstanding, furthermore, the voting right restrictions of the shares owned by the Mutual Funds.

ARTICLE TWENTY-FOURTH: Shareholders may be represented at meetings by other persons even if they are not shareholders. Proxies shall be conferred in writing for all the shares held by the principal on the date indicated in the preceding article. The proxy letters addressed to the company that do not indicate the name of the agent shall be understood as granted to the directors and shall be distributed among the directors in office and present at the meeting in parts equal to the number of shares such proxies represent.

ARTICLE TWENTY-FIFTH: The participants at General Meetings shall sign an attendance sheet where the number of shares held by the signatory shall be indicated after each signature as well as the number of shares he represents and the name of the principal.

ARTICLE TWENTY-SIXTH: The deliberations and resolutions of meetings shall be recorded in a minutes' book that shall be kept by the secretary. Minutes shall be signed by whoever acted as chairman and secretary and by three shareholders elected thereat, or by all those present if less than three.

ARTICLE TWENTY-SEVENTH: The regular shareholders meeting shall annually appoint independent external auditors to examine the accounting, inventory, balance sheet and other financial statements of the company, with the obligation to report in writing to the next regular shareholders meeting on the fulfillment of their mandate.

TITLE SIXTH

Balance Sheet and Distribution of Profits.

ARTICLE TWENTY-EIGHTH: The Company shall prepare a balance sheet annually on its operations as of December 31st, which shall be presented together with the profit and loss statement, the report by the auditors and annual report to the respective shareholders meeting. The board shall send a copy of the balance sheet, annual report, report by the auditors and respective notes to each of the shareholders registered in the Registry no later than by the date the first summons is published. Moreover, the company shall publish the information determined by the Superintendence on its duly audited general balance sheet and profit and loss statements in a widely circulated newspaper in the corporate domicile no less than ten nor more than twenty days in advance of the meeting that must rule thereon, and it shall send such documents to the Superintendence within the same term and maintain them at the disposal of the shareholders as indicated in article fifty-four of Law 18,046 for their perusal during the period stipulated therein.

ARTICLE TWENTY-NINTH: Net profits from the fiscal year shall be allocated as follows: a) a portion equal to at least 30% of the profits, to be distributed as a cash dividend among Series A and B shareholders, prorated according to their shares; b) a sufficient portion shall be allocated to increase the dividend to which Series B shareholders may be entitled as per the above, in the amount necessary to comply with stock preference of the aforementioned Series B as established in letter "B" under Article Five of these by-laws; c) the remaining profits the Junta agrees not to distribute as a dividend during the fiscal year shall be allocated to create the reserve funds determined by the same Shareholders´ Meeting, such balance also being able to be allocated to pay possible dividends in future periods.

An option may be granted to shareholders to receive the amounts approved for payment as a dividend over and above the minimum mandatory dividend indicated in preceding letter “a” plus the increment set in preceding letter “b” in cash, in paid-up shares in the same issue or in shares in open corporations held by the company. The portion of profits not allocated by the Meeting to the payment of dividends may be capitalized at any time under a by-law reform.

TITLE SEVENTH

Dissolution, Liquidation and Jurisdiction.

ARTICLE THIRTIETH: The company shall be dissolved due to the relevant causes set forth by Law.

ARTICLE THIRTY-FIRST: Once the company is dissolved and if its liquidation is necessary, it shall be made by a liquidation commission composed of three liquidators appointed by the shareholders meeting, which shall also set the compensation thereof and the term to perform their task, which may not exceed three years.

ARTICLE THIRTY-SECOND: The difficulties arising among the shareholders as such or between the latter and the company or its managers, either during the life of the company or its liquidation, shall be finally resolved by an arbitrator *ex aequo et bono*, who shall be appointed by a Civil Court of the circuit of Santiago from among the individuals who have been a member attorney or justice of the Supreme Court for at least two years; the provisions in paragraph second of article one hundred and twenty-five of Law 18,046 notwithstanding.

TRANSITORY ARTICLES

TRANSITORY ARTICLE ONE: At Embotelladora Andina S.A.'s Special Shareholders´ Meeting held on September 30, 1996, the corporate by-laws were modified, increasing the number of Board members from five regular Board members and their corresponding alternates to seven regular ones and their corresponding alternates.

The integration of the new number of Board members into the Board shall take place at the first meeting the Board currently in office holds within the month following the month in which the resolutions reached at the Special Shareholders´ Meeting referred to at the beginning of this transitory provision are totally legalized; that is, when the minutes of the aforementioned Meeting are executed to public deed and an excerpt thereof is registered in the Registry of Commerce and published in the Official Gazette. At the aforementioned Meeting, the Board shall appoint two new regular members and their corresponding alternates, thereby leaving the Board with seven regular members and their corresponding alternates.

Until the aforementioned Board meeting is held, the corporate Board shall continue holding meetings with its five current regular members or their corresponding alternates, and shall be able to adopt resolutions with the affirmative votes of at least three of its voting members.

The Board comprised as described above shall remain in office until the date of the next General Shareholders´ Meeting to be held by the company after the date in which the Series A and B shares are issued, an operation which is referred to in Transitory Article Two of the by-laws. At said meeting, the company's total number of Directors shall be elected in the manner set forth under the standing articles of these by-laws.

TRANSITORY ARTICLE TWO: The Special General Shareholders´ Meeting of Embotelladora Andina S.A. held on September 30, 1996 resolved to void the part not subscribed nor paid-in as of the date of the aforementioned Shareholders´ Meeting of the capital increase of the company approved by the Special Shareholders´ Meeting held on April 20, 1994, whose minutes were executed to public deed dated May 12, 1994 in the Santiago Notary Office of José Musalem Saffie, amended by the resolutions adopted in the Special General Shareholders´ Meeting held on October 25, 1994, whose minutes were executed to public deed dated October 28, 1994 in the Santiago Notary Office of José Musalem Saffie. Consequently, on the date of the Special General Shareholders´ Meeting mentioned at the beginning of this transitory provision, the capital equity was set at the amount subscribed and paid-in on such date; that is, at $80,486,421,000 divided into 352,595,788 registered common shares, with no par value, all belonging to one and the same Series, without any preference.

Furthermore, at the same Special General Shareholders´ Meeting referred to at the beginning of this transitory article, it was agreed to increase the equity stock from $80,486,421,000 to $182,181,421,000, and to divide said equity into two series of shares, to be formalized as follows:

A) Capital increase: The increase in capital from $80,486,421,000 divided into 352,595,788 shares with no par value to $182,181,421,000 divided into 395,595,788 shares with no par value, approved by the Special Shareholders´ Meeting mentioned at the beginning of this transitory provision, shall be made, completed and paid as follows:

Through the one-stage issuance of 43,000,000 new shares, with no par value, which the Board shall agree to issue by resolution that it shall adopt within a two-month period from the date of the Special General Shareholders´ Meeting mentioned at the beginning of this transitory provision.

These 43,000,000 shares shall be issued to be payable in cash, exclusively by the company's shareholders entitled to them or by their assignees, at the share placement price determined by the Board in accordance with the power delegated to it by the Special General Shareholders´ Meeting referred to at the beginning of this transitory provision, in accordance with the final paragraph of Article 28 of the Corporations Regulations. Those shareholders who maintain their status as such as of the fifth business day before the day the subscription option notice is published, shall be entitled to a preemptive right to subscribe these shares proportionate to the percentage of shares they own as of that date. The shares to be subscribed by each shareholder, according to his respective percentage, shall be paid in the same act of subscription, in one installment, in cash or by a subscriber's check or cashier´s check made out to the company.

The Board of Directors may decide to place or not place the shares that were not subscribed by the shareholders entitled to them, or by their assignees, within a period of 30 consecutive days from the date the notice is published notifying the shareholders of the commencement of the period for the subscription option, and the shares resulting from fractions stemming from the pro-rating among the shareholders. Should the Board decide to place these shares, it must be done at same price and with the same conditions of issuance made among the shareholders of the company that are interested in the shares, for which purpose the following procedures will be applied:

a.1) Upon exercising their first refusal subscription right, the shareholder or the assignee interested in acquiring the mentioned shares must inform the Chairman of the company of their intention in writing, indicating the amount of additional shares that they want to subscribe.

a.2) On the second business day following the date on which the period the shareholders have to exercise their first refusal right ends, at 12:00 noon at the offices of the Department of Shares of the company, located at Ahumada 312, Office 1013, Township of Santiago, the Manager of the company, or his substitute, shall assign the shares among those interested and who gave notification of their intent to subscribe in the manner detailed in paragraph "a.1" above. Should there not be sufficient shares to satisfy all the offers of subscription, the shares shall be assigned to the interested parties on the basis of pro-rating the number of shares of the company that each one of them subscribes in the first refusal period of the issuance in question, taking into consideration the additional number of shares that each shareholder would have requested.

a.3) The interested parties that have been assigned the shares must subscribe and pay them at once in cash or by a bank check or a bank draft to the order of the company, signing the respective share subscription agreement in the company´s Department of Shares within 10 business days beginning the day following the day on which the company´s Manager or his substitute has made the assignment of these shares, as indicated in paragraph "a.2" above.

a.4) If there are still shares to be subscribed of the shares not subscribed when pertinent by the shareholders or assignees thereof entitled thereto or as a result of fractions of shares arising in the proration once the procedures mentioned in "a.1", "a.2" and "a.3" have been carried out, the Board may place them freely among the company's shareholders as determined thereby, at the same price and conditions of the issuance in question, all within the period of 30 consecutive days as from the day following the day on which the procedure referred to in the letters mentioned at the beginning of this letter a.4 has been completed. The number of shares to be offered to shareholders as determined by the Board in this process, will be determined freely by the Board. Should the shareholders to whom the Board offers said shares accept the offer, they must subscribe and pay for these shares within five business days beginning on the date of the offer notice from the Board. Payment shall be made at the time of the subscription of shares, at once, in cash, by bank check or bank draft to the order of the company, signing the respective subscription agreement in the company´s Department of Shares.

a.5) Should there be any shares not subscribed once the process outlined in "a.4" above is finalized, the issuance of the same will be voided.

If the Board decides not to sell the shares resulting from the fractions of the pro-rata distribution and the shares that have not been subscribed by the shareholders or their assignee entitled thereto during the first refusal period, the issuance of the same will be voided.

The shareholders may transfer all or part of their option right to subscribe the shares to which they are entitled. This must be done be via private deed signed by the assignor and the assignee in the presence of two adult witnesses or in the presence of a Stock Exchange broker or in the presence of a Notary Public. The assignment may also be made through a public deed signed by the assignor and the assignee. To do so, those shareholders who choose to assign their option may request, should they desire, a certificate from the company's Department of Shares, in evidence of said preemptive option right. The assignment of the subscription option right shall only produce effects regarding the company and third parties at the moment the company acknowledges same, for which the assignee shall deliver to the company's Department of Shares the public or private deed of assignment, attaching the above mentioned certificate to this document, in case this document had been requested and withdrawn from the company by the assignor. In each case, the assignee of a preemptive option right shall subscribe and pay for the shares to which he is entitled pursuant to the assignment within the same term which the respective option right assignor had. Should the assignee not exercise his right within the above mentioned term, it shall be understood to have been waived.

The current capital increase must be paid within the period expiring on March 15, 1997.

The Board of Directors is fully empowered to adopt all the resolutions necessary to carry out this capital increase.

B) Formation of Share Series A and B: Once the timeframe for subscribing and paying the issuance of shares referred to under letter "A" above has expired, the formation of Series A and B shares shall take place wherefore the number of company shares shall be increased from 395,595,788 shares to 791,191,576 shares, via an exchange of shareholders' stock certificates with new Series A and B certificates. Each shareholder is entitled to receive one Series A share and one Series B share for each share held on the day set by the Board for the exchange. The Board of Directors has to determine the exchange date as one day within the 90 days from the date on which the term for subscribing and paying the issuance of shares referred to under letter "A" of this transitory article has expired. As of the exchange date, the stock certificates which had been issued by the company to that time shall become void and null.

The Board of Directors is fully empowered to adopt all the resolutions necessary to execute and carry out the increase in the number of shares and the exchange described in this paragraph.

Upon completion of the operations described in this letter, the company's paid-in capital shall be divided into 395,595,788 Series A shares and 395,595,788 Series B shares, both series being Preferred.

The exchange operation described under this letter "B" must be completed, in all cases, within ten months from the date of the Meeting mentioned at the beginning of this transitory article.

TRANSITORY ARTICLE THREE: The special exchange of Embotelladora Andina S.A. Series A shares for Series B shares, approved by said company's Special General Shareholders´ Meeting held on September 30, 1996, shall be implemented and carried out as follows:

Within a period of three years beginning on August 1, 1997, the company´s Board shall approve and shall offer to the Series A shareholders special exchanges in up to four exchange periods, all to be carried out within the aforementioned three-year period, so that they may exchange said Series A shares for Series B shares, according to the following terms and conditions:

a) Series A shareholders shall be entitled to implement these exchanges at any time during the corresponding special exchange periods, which shall each last for 60 consecutive working days.

b) The shareholders shall have the right to exchange with the company each Series A share registered under their name in the Shareholders´ Registry for one Series B share.

c) The special exchanges referred to in this transitory provision shall be voluntary and the shareholders may exchange all or some of the Series A shares they hold, at their discretion, and are obliged to express their intent to carry out the desired exchange in writing to the company.

d) During the special exchange periods mentioned under letter "a" above, the company shall have to report every first business day of every week during each period the results of the exchange operations as of the date of the weekly report to the Superintendence of Securities and Insurance and the Stock Exchanges. Within the week following the week in which each special exchange operation is completed, the company shall also report the final results of the same to the Superintendence of Securities and Insurance and Stock Exchanges.

e) The stock certificates of the Series A shares which are exchanged for Series B shares pursuant to the procedures set forth in this transitory provision shall be rendered void as of the date of their exchange.

f) The Board of Directors is fully empowered to adopt all the resolutions necessary to implement and carry out the special share exchanges referred to in this transitory provision.

Exhibit 1.2

1.2.1 Argentina's Bottler's Agreement EDASA

The Coca-Cola Company
COCA - COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. BOX 1734
ATLANTA, GA 30301---
404 676-2121

February 10, 2007

Messrs
Embotelladora del Atlántico S.A.
Ruta Nacional N° 19 km 3,7
5000- Córdoba
Republic of Argentina

Dear Sirs:

We are pleased to address **EMBOTELLADORA DEL ATLÁNTICO S.A.** (hereinafter the "*Bottler*") in order to propose the execution of a Bottler Agreement subject to the following terms:

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients for the preparation of drinks and a concentrate base for beverages (hereinafter, the "*Concentrate*"), whose formula is a trade secret of the Company, from which a syrup or powder is elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drink*") to be sold in bottles and other containers and in other forms or ways;

B. The Company is the rightful holder of the Trademarks, including "Coca-Cola" and "Coke", that distinguish the Concentrate, the Syrup and the Drinks, the Featured Bottle of different sizes in which the Drink has been commercialized for many years, the presentation of the Featured Bottle, the Dynamic Ribbon and intellectual property embodied in the characteristic commercial presentation, other designs and packaging elements related with the Concentrate, the Syrup and the Drink ("Coca-Cola", "Coke", the Featured Bottle, the presentation of the Featured Bottle, the Dynamic Ribbon, the intellectual property embodied in the characteristic commercial presentation, the design and packaging elements related to the Concentrate, the Syrup and the Drink and any additional trademarks that the Company may take periodically with the purpose of distinguishing the Concentrate, the Syrup and the Drink, shall hereinafter be referred to as the "*Trademarks*");

C. The Company has the exclusive right to prepare, bottle, pack, distribute and sell the Drink and the right to manufacture and sell the Concentrate and the Syrup in Chile, among other countries;

D. The Company has designated and authorized certain third parties to supply the Concentrate to the Bottler (hereinafter, the "*Authorized Providers*");

E. The Bottler has requested the approval of the Company to use the Trademarks in connection with the preparation, bottling, packaging, distribution and sale of the Drink within the territory as defined and described in this Contract;

F. The Company is willing to grant the requested authorization to the Bottler pursuant to the terms and conditions set forth in this Contract.

THEREFORE, the abovementioned parties agree the following:

I. PURPOSE OF THE CONTRACT.

1. the Company hereby authorizes the Bottler, and the latter undertakes, subject to the following terms and conditions, to prepare and bottle the Drink in the containers approved periodically by the Company in writing (hereinafter, the "Approved

Containers") and to distribute and sell the same under the Trademarks within, but only within the following territory (hereinafter the "Territory"):

In Republic of Argentina,

a) In the Provinces of Mendoza, San Juan and San Luis, as they may be politically established as of this date.

b) In the Province of Córdova, city of Córdoba, department of Santa María, Punilla, Colón, Calamuchita, Río Primero, Río Segundo, San Justo, Tercero Arriba, General San Martín, Río Cuarto, General Roca, Juárez Celman, Roque Saenz Peña, Pocho, San Alberto, San Javier, Unión and Marcos Juárez, as they may be politically established as of this date.

c) In the province of Santa Fe, the departments of San Lorenzo, Rosario, Constitución, Belgrano, lriondo, Caseros, General López, Capital, Castellanos, Las Colonias, San Gerónimo, San Martín, Garay, San Cristóbal, Nueve de Julio and San Justo, in a southern zone outlined by an imaginary line that, beginning from the town of Petronita, in the department of San Cristóbal, oriented in a straight line towards the east up to a point located 5 km. south of the town of Ramayón, and continuing in a straight imaginary line to the east up to the town of Cacique Ariacaiquin, in the department of San Javier; 2) in the Province of Entre Ríos, the departments of Concordia, Federación, Federal, Tala, Colón, Diamante, Nogoyá Villaguay, Feliciano, La Paz, Gualeguay, Victoria, Concepción del Uruguay and Gualeguaychú; 3) in the Province of Buenos Aires, the departments of San Nicolás and Remallo.

2. The Company or its Authorized Providers shall sell and deliver to the Bottler the quantities of Concentrate it requests periodically as long as the Bottler requests and the Company or its Authorized Providers sell and deliver to the Bottler, only the amounts of Concentrate that are necessary and sufficient to comply with the purpose of this Contract. To this regard, the Bottler agrees and undertakes to purchase the Concentrate solely from the Company or its Authorized Providers.

3. The Bottler shall exclusively use the Concentrate to produce Syrup and to prepare and bottle the Drink as determined by the Company periodically. The Bottler undertakes not to sell or resell the Concentrate or Syrup or allow that it ends up in the possession of third parties, without the prior written consent of the Company.

4. The Company reserves for itself the sole and exclusive right to determine at any time the formula, composition or ingredients of the Concentrate, Syrup and the Drink.

5. Except as expressly provided in this Contract, the Company shall refrain, during the term of the Contract hereof, from selling or distributing the Drink, or arranging it to be sold or distributed, within the Territory in Approved Containers. However, the Company reserves for itself the right to prepare and bottle the Drink in any container within the Territory for its sale outside of the same, and to prepare, bottle, distribute or sell, or authorize others to prepare, bottle, distribute or sell the Drink within the Territory in any container other than an Approved Container.

II. OBLIGATIONS OF THE BOTTLER RELATED TO COMMERCIALIZATION, PLANNING AND REPORTING

6. The Bottler agrees and commits to the Company:

(a) to make its best efforts and employ all possible and approved means in order to promote, develop and exploit all potential preparation, bottling, distribution, marketing and sale activities of the Drink throughout the Territory continuously creating, stimulating and expanding the future demand of the Drink and fully covering all aspects of its current demand;

(b) to prepare, bottle, distribute and sell the quantities of the Drink that cover in all aspects the total demand of the Drink within the Territory; however, with the prior written consent of the Company, the Bottler may purchase the Drink in Approved Containers from third parties designated in writing by the Company for their resale within the Territory;

(c) to invest all capital and obtain and employ all funds necessary for the organization, settlement, operation, maintenance and replacement within the Territory, of the facilities and equipment for the manufacture, storage, commercialization, distribution, delivery, transportation and other that may be necessary for the fulfillment of the obligations of the Bottler under this Contract;

(d) to have a competent and well-trained management and hire, train, maintain and direct all personnel necessary and sufficient in all aspects in order for the Bottler to meet all the obligations under this Contract;

(e) to provide to the Company, once per calendar year, a plan or program written in an acceptable manner and substance and in accordance with the Bottler's obligations under this Contract, showing in detail of the Bottler's activities planned for the future twelve month period or for any such other period as may be requested by the Company; to diligently implement such program or plan, and report on the progress of the program to the Company, in writing in an acceptable manner and upon its request;

(f) to provide the Company with accurate and updated information on the production, distribution and sales of the Drink with the frequency, the details and in the manner requested by the Company; and

(g) to keep accurate books, accounts and records and provide to the Company financial, accounting and other information requested by the same enabling it to verify if the Bottler maintains the reasonably necessary consolidated financial capacity to comply with its obligations under this Contract in acknowledgment of the interest that the Company has to maintain, promote and protect the performance, efficiency and overall integrity of the bottling, distribution and sales system.

7. The Bottler shall, at its own expense, budget and spend funds for the advertisement, commercialization and promotion of the Drink that the Company reasonably requests in order to create, stimulate and maintain the demand for the same within the Territory, provided that the Bottler shall submit all advertising, marketing and promotional projects concerning Trademarks or the Drink to the prior approval of the Company and that it shall only use, publish, maintain or distribute the advertising, commercial or promotional material of the Trademarks or the Drink that it approves and authorizes. The Company may agree to periodically make, and subject to the terms and conditions set forth in each case, financial contributions to the Bottler's marketing programs. The Company may also conduct, at its own expense and regardless of the Bottler, any additional sales, advertising or promotion activities within the Territory deemed useful or appropriate.

8. (a) The Bottler acknowledges that the Company has entered or may enter into contracts similar to this Contract with third parties outside of the Territory, and accepts the limitations that such contracts may reasonably impose to the Bottler in the management of its business hereunder. The Bottler further undertakes to conduct its business in order to avoid conflict with such third parties and, in case of any disputes with them, to make all reasonable efforts to resolve them amicably.

(c) The Bottler shall not object the additional measures that the Company considers necessary and justified to be adopted in order to protect and improve the sales and the distribution system of the Drink, including, but not limited to, those that could be adopted regarding the provision to important and/or special customers whose activities transcend the limits of the Territory, even if such measures should limit the Bottler's rights under this Contract.

9. Acknowledging the important benefit that the uniform external appearance of the equipment of distribution and other equipment and materials utilized subject to this Contract provides to himself and to all other parties mentioned in Section 8 (a) above, the Bottler undertakes to accept and apply the rules adopted and issued periodically by the Company for the design and decoration of trucks and other delivery vehicles, boxes, cardboards, coolers, vending machines and other materials and equipment utilized in the distribution and sale of the Drink.

10. The Bottler acknowledges and agrees that the widest distribution and direct sales of the Drink to retailers and to final consumers within the Territory is essential to fully meet the demand for the Drink under this Contract. Despite the known advantages of the direct distribution, the Bottler shall be authorized to distribute and sell the Drink to wholesalers within the Territory that only sell to retailers in the Territory. Any other method of distribution shall be subject to the prior written approval of the Company.

11. (a) The Bottler shall prevent the Drink from being sold or distributed in any way outside of the Territory.

(b) Should the Drink prepared, bottled, distributed or sold by the Bottler be found in the Territory of another authorized Bottler or dealer (hereinafter, the "Affected Bottler") then, in addition to all other available resources:

(1) the Company may, at its sole discretion, immediately cancel the authorization of such bottles found in the Affected Bottler 's territory;

(2) the Company may charge the Bottler a compensation for the Drink found in the territory of the Affected Bottler, in an amount that includes all the loss of future earnings (*lucrum cessans*), expenses and other costs assumed by both the Company and the Affected Bottler;

(3) the Company may purchase the Drink elaborated, bottled, distributed or sold by the Bottler found in the territory of the Affected Bottler and the Bottler shall, in addition to any other obligation under this Contract, reimburse the Company the costs incurred thereof for the purchase, transportation and/or destruction of the said Drink.

(c) Should the Drink elaborated, bottled, distributed or sold by the Bottler be found in the territory of an Affected Bottler, the Bottler shall make available to the representatives of the Company all sales agreements and other records related to the Drink and assist the Company in all investigations related to the sale and distribution of Drink outside of the Territory.

(d) The Bottler shall immediately inform the Company of any request or offer to purchase the Drink made by a third party, when the Bottler knew or had a reason to believe or suspect that such request or offer would result in the Drink being marketed, sold, resold, distributed or redistributed outside of the Territory, in breach of this Contract.

III. OBLIGATIONS OF THE BOTTLER CONCERNING TRADEMARKS

12. The Bottler shall acknowledge at all times and shall not challenge the validity and ownership of the Company Trademarks.

13. Nothing in this Contract shall give the Bottler any whatsoever participation in the Trademarks or the *crédito mercantil* (goodwill) related to the same or regarding any label, design, bottling or other visual representations of the same or used in connection therewith; and the Bottler hereby acknowledges and agrees that all rights and interests created by the use of such Trademarks, labels, designs, containers or other visual representations shall benefit and belong to the Company. The Company and the Bottler agree and understand that subject to this Contract, the Bottler is only awarded a simple temporary permit , that considers no right or interest and no payment of any fee or royalty, to use such Trademarks, labels, designs, containers or other visual representations thereof, in connection with the elaboration, bottling, distribution and sale of the Drink in Approved Containers; use that shall have to be exercised in such away and result so that all *crédito mercantil* (goodwill) related thereto is vested into the Company as the source and origin of the said Drink, and the Company shall have the absolute right to determine in all cases, the type of presentation and the other measures necessary or advisable to ensure the compliance with this Section 13.

14. The Bottler shall not adopt or use any name, corporate name, business name, title or other commercial designation that includes the words "Coca-Cola", "Coca", "Cola", "Coke" or any of them, or any name whose similarity to any of these may be misleading, neither any graphic or visual representation of the Trademarks nor any other trademark or intellectual property of the Company, without its the prior written consent.

15. The Bottler undertakes and accepts during the term of this Contract and in compliance with applicable law:

(a) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected with any business representation or container that imitates a business representation or container regarding which the Company claims an exclusive interest, or may look like or be misleading or be perceived by consumers as being so similar to such commercial representation or container, that causes confusion;

(b) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected to any trademark or other denomination that mimics or infringes any Trademarks or may look like any product that leads the public to believe it is elaborated by the Company, due to the connection of the Bottler with the activities of manufacturing, preparation, bottling, distribution and sale of the Drink; without in any way limiting the foregoing, it is hereby understood and expressly established that the use of the word "Coca" or an equivalent, in local language or phonics, under any format or any other graphic word or sounds similar to the same, or that mimics it, in any product other than a product of the Company shall be considered a breach of the registered trademark "Coca-Cola" or as an attempt to generate confusion;

(c) not to manufacture, prepare, bottle, distribute, sell, negotiate or in any way be related to non-alcoholic drinks different to those prepared, bottled, distributed or sold by the Bottler with the authorization of the Company, except with the prior written consent of the same thereof;

(d) not to use delivery vehicles, boxes, cardboards, coolers, vending machines and other equipment bearing the Trademarks to distribute and sell any other products different to those identified by the Trademarks, without the prior written authorization of the Company;

(e) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise relate with any other concentrate, base for beverage, syrup or drink that may be or confused with or look like the Concentrate, the Syrup or the Drink;

(f) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise interact with (i) any drink that is commercialized under the denomination "cola" (either on its own or jointly with any other word or words) or any phonetic interpretation of such word, or (ii) any drink commercialized under the name "cola" or that in any other manner mimics the

Concentrate, the Syrup or the Drink or that may replace them during the term of this Contract and, in recognition of the valuable rights conferred by the Company to the Bottler in this Contract, for an additional period of two years following this date, and

(g) not to acquire or hold, either directly or indirectly, any participation in the property of, or enter into any contract or agreement regarding the administration or control of any individual or legal entity, within or outside the Territory, to perform any of activities prohibited by this Section 15.

The agreements contained herein are applicable not only to the activities which the Bottler carries out directly, but also to the activities in which the Bottler may have an indirect interest through the ownership, control, management, partnership, agreement or otherwise, whether within or outside the Territory.

16. The parties understand and agree that in the event that:

(a) a third party who is, at the Company's judgment, interested directly or indirectly, through ownership, control, management or otherwise in the manufacture, preparation, bottling, distribution or sale of any product specified in Section 15 of this Contract, acquires or obtains the control or may have any direct or indirect influence on the administration of the Bottler; or

(b) any individual, firm or company that has a majority participation in or the direct or indirect control of the Bottler or that is directly or indirectly controlled, either by the Bottler or by any third party having the control or, according to the Company's judgment, any direct or indirect influence on the administration of the Bottler, is involved in the preparation, bottling, distribution or sale of any of the products specified in Section 15 herein; then the Company shall be entitled terminate this Contract immediately without any compensation for damages, unless the third party making the acquisition referred to in sub-section(a) herein or the individual, firm or company referred to in sub-section(b) hereof, upon notification in writing by the Company of its intention to terminate this Contract, agrees to cease and effectively stop the preparing, producing, bottling, distributing or selling the said Product(s) within a reasonable term, which shall not exceed six (6) months, as from the date of the notification.

17. (a) If, for the purposes specified in this Contract, the Company requests, in accordance to applicable laws governing the intellectual property registration and license, the Bottler to be registered as a registered user or licensee of the Trademarks, then, at the request of the Company, the Bottler shall have to enter into any and all contracts and documents necessary to register, modify or cancel the registration or record required.

(b) If the competent public authority rejects any application for registration or record of the Company or the Bottler as registered users or licensees of any Trademarks regarding the Drink, then the Company shall have the right to terminate this Contract immediately.

IV. BOTTLER OBLIGATIONS REGARDING THE PREPARATION AND BOTTLING OF THE DRINK

18. (a) The Bottler agrees and accepts to use the Concentrate only in the preparation of the Syrup and the Syrup, only to prepare and bottle the Drink, strictly following and complying with the written instructions that the Company shall periodically deliver to the Bottler. The Bottler further agrees and accepts to comply at all times when preparing, bottling and distributing the Drink, with the provisions, including quality, hygiene, environmental and other regulations established periodically in writing by the Company and all applicable legal requirements.

(b) The Bottler, knowing the relevance of being able to identify the manufacturer of the Drink in the market, agrees to use identification codes in all bottling materials of the Drink, including Approved Containers and non-returnable boxes. The Bottler also agrees to install, maintain and operate the machinery and equipment necessary to apply such identification codes. The Company shall periodically deliver to the Bottler the necessary written instructions concerning the format of the identification codes that the Bottler shall have to use and the production and sales records that it must keep.

(c) In the event that the Company determines or becomes aware of the existence of any quality or technical problems regarding the Drink o the Approved Containers for the Drink, it shall be entitled to request the Bottler to adopt all necessary measures to remove the Drink immediately from the market or commerce, as applicable. The Company shall notify the Bottler its decision to request the Bottler to withdraw the Drink from the market or commerce by telephone, fax, email or by any other means of immediate communication, with the corresponding written acknowledgment of receipt; and the Bottler,

upon reception of such notice, shall immediately cease the distribution of such Drink and shall adopt all other measures that the Company considers necessary to remove such Drink from the market or commerce.

(d) If the Bottler determines or becomes aware of the existence of quality or technical problems related to Drink or the Approved Containers for the Drink, it must immediately notify the Company by telephone, fax, email, or any other means of immediate communication, with written acknowledgment of receipt. This notification shall include: (1) the identification and quantities of the Drink in question, including the specific Approved Containers, (2) the coding data, and (3) all other relevant data to help locate such Drink.

The Bottler shall at all times allow the Company, its officers, agents or its designated staff, to enter and inspect the premises, equipment and methods used by the Bottler, directly or indirectly, in or for the preparation, bottling, storage or handling of the Drink with the purpose of determining if the Bottler is complying with the terms of this Contract, including, without limitation, Sections 18 and 22. The Bottler further agrees to provide to the Company as it may request it periodically, all information relating to the compliance by the Bottler of the terms of this Contract, including, without limitation, those set forth in Sections 18 and 22.

19. The Bottler shall, at its own expense, deliver to the Company samples of the Syrup, the Drink and the materials used in the production of the Syrup and the Drink, according to the instructions that the Company shall provide periodically.

20. (a) In the bottling, distribution and sale of the Drink, the Bottler shall use only Approved Containers and lids, boxes, labels and other packaging materials approved periodically by the Company and the Bottler shall buy such items only from suppliers that the Company has authorized in writing to manufacture the items to be used in connection with the Trademarks and the Drink. The Company shall use its best efforts to approve two or more suppliers of such articles, provided that the said authorized suppliers may be located inside or outside the Territory.

(b) The Bottler shall inspect the Approved Containers and lids, boxes, labels and other packaging materials to be used in relation to the Drink and use only such items that the Bottler has determined that both, meet the standards set by applicable laws in the Territory and the standards and specifications prescribed by the Company. The Bottler shall assume all responsibility for the use of such approved containers, lids, boxes, labels and other packaging materials, regarding which it has determined that they comply with the standards mentioned above.

(c) The Bottler shall maintain at all times sufficient stock of Approved Containers, lids, boxes, labels and other packaging materials in order to fully meet the demand of the Drink in the Territory.

21. (a) The Bottler acknowledges that increases in the demand for the Drink, as well as changes in Approved Containers, may require periodic modifications or other changes to its existing manufacturing, bottling, delivery or distribution equipment, or the acquisition of additional manufacturing, packaging, delivery or distribution equipment. The Bottler agrees to make all changes to the equipment and purchase and install the additional necessary equipment with sufficient anticipation to allow the introduction of new Approved Containers and the preparation and bottling of the Drink according to the permanent obligations of the Bottler to develop, stimulate and fully satisfy the demand of the Drink in the Territory.

(b) If returnable Approved Containers are used in the preparation, bottling, distribution and sale of the Drink, the Bottler agrees to periodically invest the necessary capital and allocate and utilize the necessary funds to create and maintain sufficient stock of returnable Approved Containers. In order to ensure the permanent quality and appearance of the stock of returnable Approved Containers, the Bottler also agrees to replace all or part of the stock of such Approved Containers, as reasonably necessary in accordance with the obligations of the Bottler in accordance to this Contract.

(c) The Bottler shall not use or allow the Approved Containers, lids, boxes, labels and other packaging materials mentioned in this Contract to be used for any purpose other than in connection with the Drink and it shall not refill or otherwise reuse non-returnable Approved Containers that have been previously used.

22. (a) The Bottler shall be solely responsible for the fulfillment of its obligations under this Contract in accordance with all laws, rules and regulations that are issued by local or government authorities applicable in the Territory and shall immediately inform the Company of any provision that could prevent or limit in any way the strict compliance by the Bottler of its obligations hereunder.

(b) Notwithstanding the foregoing, the Bottler covenants and undertakes to comply at all times with (i) all environmental, health and safety laws and regulations and other legal requirements established by the corresponding governmental authorities in the Territory, and (ii) standards or environmental programs issued in writing by the Company periodically.

V. CONDITIONS OF PURCHASE AND SALE

23. (a) Through written notice to the Bottler, the Company reserves to itself the right to periodically review and at any time, at its sole discretion, set the price of the Concentrate, the Authorized Providers, the point of supply and the alternative points for the provision of Concentrate, the delivery and payment conditions and the currency or currencies acceptable to the Company or its Authorized Providers.

(b) If the Bottler is not willing to pay the revised price of the Concentrate, it shall have to notify it in writing to the Asociación de Fabricantes Argentinos de Coca-Cola its intention to stop providing the Territory within thirty (30) days after having received the written notice from the Company. In this case, this Contract shall be automatically terminated within three (3) consecutive months after the Bottler had received of the notification, without any parties' liability for damages.

(c) If after receiving notification of the modification of the Contract leal the Bottler does not proceed as set forth in sub-section (b) above, it shall be deemed that such revision has been accepted.

(d) To the extent permitted by applicable law in the Territory, the Company reserves the right to fix and revise, by written notice to the Bottler, the maximum prices at which the Bottler may sell the Drink in Approved Containers to wholesalers and retailers, and the maximum prices of the Drink at retail. It is thus acknowledged that the Bottler shall be able to sell the Drink to wholesalers and retailers and authorize retail sales of the Drink at prices below the maximum prices. However, the Bottler cannot increase the maximum prices established or revised by the Company at which it may sell the Drink in Approved Containers to wholesalers and retailers, nor allow the increase of maximum prices of the Drink in retailers without the written authorization of the Company.

(e) the Bottler agrees to charge retailers or wholesalers, as applicable, for each returnable Approved Container and every box delivered to them, such deposits that the Company establishes periodically in writing, by giving notice to the Bottler and to make all reasonable diligent efforts to recover all returnable Approved Containers and empty boxes and, at the time of their retrieval, to reimburse or credit the deposits made for such and returnable Approved Containers and boxes returned undamaged and in good condition.

VI. TERM AND TERMINATION

24. This Contract shall have a five year duration as from February 10, 2007, so it shall expire, without notice, on February 10, 2012, unless it is terminated early as provided in herein. The parties acknowledge and agree that the Bottler shall have no right to claim a tacit renewal of this Contract.

(b) If the Bottler has fully complied with all the terms, covenants, conditions and provisions of this Contract during the term, and if capable of promoting, developing and exploiting permanently the full potential of the business of preparing, bottling, distributing and selling the Drink, the Bottler may request an extension of this Contract for a additional period of 5 (five) years. The Bottler shall have to request the extension in writing to the Company at least six (6) months but not more than twelve (12) months, prior to the expiration date of this Contract. This request for extension made by the Bottler shall have to be supported by the documentation requested by the Company, including such information regarding the Bottler's compliance of the performance obligations contained in this Contract and that supports the permanent ability of the Bottler to develop, stimulate and fully satisfy the demand for the Drink within the Territory. If, at the Company's sole discretion, the Bottler has complied with the necessary conditions to extension of this Contract, then the latter may, by written notice, agree to extend this Contract for such further period or such shorter period that the Company determines.

(c) After the expiration of any additional period, this Contract shall expire permanently without notice, and the Bottler shall have no right to claim a tacit renewal thereof.

25. (a) The Company or the Bottler may terminate this Contract immediately and without liability for damages, by the party having the right to terminate the Contract giving written notice to the other party:

(1) if the Company, the Authorized Resellers or the Bottler cannot legally obtain foreign currencies to remit them abroad in payment for the imports of Concentrate or ingredients or materials needed to manufacture the Concentrate, the Syrup or the Drink; or

(2) if any part to this Contract does not comply with the laws or regulations applicable in the Territory and, thus, or as a result of any other laws affecting this Contract, any of the material provisions of this Contract cannot be legally fulfilled or the Syrup cannot be elaborated, or the Drink cannot be prepared or sold in accordance with the instructions of the Company

pursuant to Section 18 or if the Concentrate cannot be manufactured or sold in accordance with the Company's formula or under the rules prescribed by it.

(b) The Company may terminate this Contract immediately without liability for damages:

(1) if the Bottler becomes insolvent or if a petition for bankruptcy is filed against or on behalf of the Bottler and its is not dismissed or rejected within the following one hundred twenty (120) days, or if the Bottler reaches a settlement for liquidation or if an decision of liquidation or instructing the judicial administration is ruled against the Bottler, or if a liquidator (receiver) is appointed to manage the business of the Bottler, or if the Bottler holds any judicial or voluntary settlement with its creditors or reaches similar agreements with them or makes an assignment in benefit of its creditors; or

(2) in case of a dissolution, nationalization or expropriation of the Bottler, or the case of confiscation of production or distribution assets held by the Bottler.

26. (a) The Company or the Bottler may also terminate this Contract without liability for damages, if the other party does not fulfill one or more of the terms, covenants or conditions of this Contract and fails to cure such breach within sixty (60) days after the date on which the party has received written notice of such breach.

(b) In addition to all other remedies to which the Company may be entitled hereunder, if the Bottler at any time does not follow the instructions or does not meet the rules prescribed by the Company or the ones required by applicable law in the Territory relating to the preparation and bottling of the Syrup or the Drink, the Company shall be entitled to prohibit the production of the Syrup or the Drink until the breach is remedied to its satisfaction, and also it may request the suspension of the distribution and delivery of the Drink and instruct the recall from the market or commerce, at the Bottler's expense, of the Drink that does not comply with or its has not been prepared in accordance with such instructions, rules or requirements, and the Bottler undertakes to comply promptly with such prohibition or request. While the prohibition is in force, the Company shall have the right to suspend deliveries of Concentrate to the Bottler, and supply the Drink directly or enter into contracts with third parties form them to procure it within the Territory. No prohibition or request shall be deemed a waiver of the Company's rights to terminate this Contract pursuant to this Section 26.

27. After the expiration or early termination of this Contract:

(a) The Bottler shall no longer prepare, bottle, distribute or sell the Drink or use the Trademarks, Approved Containers, lids, boxes, labels or other packaging or advertising, promotional or marketing material that has been used or is intended to be used by the Bottler only in connection with the preparation, bottling, distribution and sale of the Drink;

(b) the Bottler shall immediately remove all references to the Company, the Drink and the Trademarks from its facilities, delivery vehicles, vending machines, coolers and other equipment and all paperwork and the written, graphic, electromagnetic, digital or another material destined to the advertising, marketing or promotional the it uses or holds: and, as from that moment, it shall no claim to have any relationship with the Company, the Drink or the Trademarks;

(c) the Bottler shall immediately deliver to the Company or to a third party designated by it, all the Concentrate, the Drink contained in Approved Containers, the usable Approved Containers bearing the Trademarks or any of them, lids, boxes, labels and other packaging materials bearing the Trademarks, as well as all promotional material of the Drinks, which are still in its possession or under its control, and the Company, at the time of delivery of the same in accordance with such instructions, shall pay the Bottler an amount equal to the fair market value of such supplies or materials, provided that it shall only accept and pay for those supplies or materials that are in excellent condition and can be used; and, further provided, that all the Approved Containers, lids , boxes, labels and other packaging materials and advertising materials bearing the name of the Bottler and that any supplies and materials that are not in condition to be used according to the rules of the Company, shall have to be destroyed by the Bottler at its own expense; and also, provided, that if it terminates this Contract in accordance with the provisions of Sections 16, 23 (b), 25(a), 26 or 28 or as a result of any of the contingencies provided in Section 31 (even in the event of termination by law), or if the Bottler terminates this Contract for any reason other than those provided in Sections 23 (b) or 26, the Company shall have the option, but not the obligation, to purchase from the Bottler the supplies and materials set forth above; and

(d) all rights and obligations provided for herein shall expire, cease and terminate, whether they are expressly established or arise from the uses, customs, practices or any other circumstance, with the exception of the provisions relating to the Bottler's obligations set forth in Sections 11(b)(2) and (b)(3) and 12, 13, 14, 15(f), 17(a), 27, 32, 33, 34(a) , 34(c) and 34(d), all which shall remain in full force and effect, as long as this provision does not in any way affect any right that the Company may have against the Bottler regarding any claim for non-payment of any debt or account payable by the Bottler to the Company or their authorized suppliers.

VII. BOTTLER'S OWNERSHIP AND CONTROL

28. The parties hereto acknowledge and agree that the Company has a legitimate interest in maintaining, promoting and protecting the performance, efficiency and integrity of the international general bottling, distribution and sales system. The parties hereof further acknowledge that the Company entered into this Contract *intuito personae* based the identity, characteristics and integrity of the owners, who control and manage the Bottler, and the Bottler hereby declares having fully informed the Company, before the execution of this Contract, about the owners and any parties having any interest or control or management over the Bottler. Therefore, the parties agree that, notwithstanding the provisions set forth in Section 16 or any other provision of this Section 28, in case of any change, due to any cause, of the individuals or legal entities that, directly or indirectly, own or control the Bottler, even any changes in their shareholding, the Company, at its discretion, may terminate this Contract immediately, without any liability for damages. So the Bottler covenants and undertakes:

(a) not to assign, transfer, pledge or in any way encumber this Contract or any interest or rights contained herein, in whole or in part, in favor of any third party or parties, without the prior written consent of the Company;

(b) not to delegate the performance of this Contract, in whole or in part, to any third party or parties, without the prior written consent of the Company;

(c) to immediately notify the Company should it be aware of any actions of third parties that may result or results in any change in ownership or control of the Bottler;

(d) to periodically make available to the Company, and when it so requests it, the complete records of the current owners of the Bottler and complete information regarding any third party or parties who control it, directly or indirectly;

(e) to the extent that the Bottler has legal control over any change in the ownership or control of the Bottler, not to initiate or implement or accept any such changes without the prior written consent of the Company; and

(f) if the Bottler has been incorporated as a partnership, not to change the participation of the company by including new partners or dismissing current ones, without the prior written consent of the Company.

In addition to the foregoing provisions of this Section 28, if an offer to change the ownership or control of the Bottler involves a direct or indirect transfer to, or the acquisition of the property or control of the Bottler, in whole or in part, by an individual or legal entity authorized by the Company to manufacture, sell, distribute or otherwise commercialize drinks and/or any trademarks of the Company (the "Acquiring Bottler"), the Company may request any information it deems relevant, both regarding the Bottler and the Acquiring Bottler, in order to determine whether or not to authorize the change. In any such circumstances, the parties expressly agree that, acknowledging the Company's legitimate interest to maintain, promote and protect the performance, efficiency and integrity of the international general bottling, distribution and sales system, the Company may consider all factors and apply the criteria that considers relevant to give or withhold its consent.

The parties also acknowledge and agree that the Company, at its sole discretion, may refuse to accept any proposed change in the ownership or other situation under this Section 28 or may accept it subject to such conditions as it determines, at its sole discretion also. The parties stipulate and expressly agree that any breach by the Bottler of the agreements contained in this Section 28 shall entitle the Company to terminate this Contract immediately, without liability for damages; and also in view of personal nature of this Contract, the Company shall have the authority to terminate it without having any liability for damages, if any third party or parties obtain any direct or indirect ownership or control of the Bottler, even when the Bottler itself did not have the means to prevent the change if, according to the Company, this would allow the third party or parties to exercise any influence over the management of the Bottler or significantly alter the ability of the Bottler to fully comply with the terms, obligations and conditions of this Contract.

29. Prior to the issuance, offer, sale, transfer, negotiation or exchange of any of its shares or other titles of property, bonds, obligations or other titles of debt, or to promoting the sale of the latter, or to encouraging or seeking their acquisition or an offer to sell them, the Bottler shall have to obtain the written consent of the Company when it uses to that effect the Company's name or the Trademarks or any description of its relationship with it in any prospect, advertisement or other sales effort. The Bottler cannot use the Company's name or Trademarks or any description of its business relationship with it in any prospect or advertisement used in connection with the acquisition of any share or other certificate property of a third party, without the written consent of the Company.

VIII. GENERAL PROVISIONS

30. The Company may assign any of its rights and delegate all or any part of its duties or obligations under this Contract, to one or more of its subsidiaries or affiliates, provided, however, that this delegation shall not release it from its contractual obligations under this Contract. In addition, it may -at its sole discretion- by giving written notice to the Bottler, appoint a third party as its representative to ensure that the Bottler fulfills its obligations under this Contract, with full powers to supervise its performance and demand the fulfillment of all the terms and conditions of this Contract.

31. Neither the Company nor the Bottler shall have to answer for any breach of their respective obligations hereunder, when such breach is due to or is the result of:

(a) a strike, boycott or any sanctions imposed by a sovereign nation or a supranational organization of sovereign nations, however they are assumed; or

(b) an act of God, force majeure, public enemies, by virtue of law and/or legislative or administrative measures (including the revocation of any governmental authority required by either party to comply with the terms of this Contract), an embargo, quarantine, revolt, insurrection, declared or undeclared war, a state of war or belligerency or risks or dangers inherent to the aforementioned; or

(c) any other cause beyond their control.

If the Bottler is unable to fulfill its obligations as a result of any of the contingencies set forth in this Section 31, while such the situation lasts, the Company and its Authorized Resellers shall be released from their obligations under Sections 2 and 5, provided that, if failure of either party to fulfill them persists for more than six (6) months, either party may terminate this Contract without any liability for damages.

32. (a) The Company reserves the sole and exclusive right to initiate any civil, administrative or criminal lawsuit or action and, in general, to use any legal remedy available to the Company it deems appropriate to protect its reputation, the Trademarks and other intellectual property rights and to protect the Concentrate, the Syrup and the Drink and to defend any action affecting any of them. When requested by the Company, the Bottler shall support it in any such actions. The Bottler may not file any claims against the Company due to such lawsuits or actions or to any omission to initiate or defend such lawsuits or actions. The Bottler shall promptly notify the Company of any litigation or process already initiated or threatened to be initiated that could affect these matters. The Bottler shall not initiate any judicial or administrative proceedings against any third party that may affect the interests of the Company, without the prior written consent of the latter.

(b) The Company is the sole and exclusive authorized to and responsible for initiating and defending all lawsuits and actions relating to the Trademarks. The Company may initiate or defend such proceeding or action on its own behalf or request the Bottler to initiate or defend such proceeding or action, either in its behalf (the Company's) or jointly with it.

33. (a) The Bottler agrees to consult with the Company regarding all claims, proceedings or product warranty claims brought against the Bottler in connection with the Drink or the Approved Containers and to adopt the measures for the defense of such claims or lawsuits that the Company may reasonably require in order to protect its interests on the Drink, the Approved Containers or the *crédito mercantil* (goodwill) related with the Trademarks.

(b) the Bottler shall indemnify and hold harmless the Company, its affiliates and their respective officers, directors and employees from and against all costs, expenses, damages, claims, liabilities and responsibilities arising from events or circumstances that are not attributable to the Company, including, without limitation, all costs and expenses incurred to solve them or reach a settlement, derived from the preparation, bottling , distribution, sale or promotion of the Drink by the Bottler, including, in without limitation, all costs arising from acts or breaches, negligent or not, of the Bottler and of its distributors, suppliers and wholesalers.

(c) the Bottler shall contract and maintain an insurance policy with insurance companies acceptable to the Company granting a broad and comprehensive coverage, in terms of the amounts and risks covered, with respect to the matters referred to in sub-section (b) above (including compensation contained therein) and when requested, it shall evidence to its satisfaction that such insurance exists. Compliance with this Section 33(c) shall not limit or relieve the Bottler from its obligations under Section 33(b) hereof.

34. Bottler covenants and agrees:

(a) not to make statements nor provide information to public or governmental authorities or to any third party relating to the Concentrate, the Syrup or the Drink without the prior written consent of the Company;

(b) in case its shares are listed or traded in the stock market, to provide the Company with any financial or other information relating to such Bottler results or projections at the same time it is obligated to provide such information in accordance with the regulations of the stock exchange or securities laws applicable to the Company or the Bottler;

(c) at any time during and after the term of this Contract, to maintain in strict confidence all secret and confidential information, including, without limiting the broadness of the foregoing, the mixing instructions and techniques, sales information, marketing and distribution, projects and plans related to the purpose of this Contract received by the Bottler from the Company or obtained in any other way and look after such information so that it is disclosed only to such officers, directors and employees who are thereby connected by reasonable provisions that set forth the confidentiality obligations set out in this Section; and

(d) upon the expiration or early termination of this Contract, to immediately deliver to the Company or to whom it may indicate all electromagnetic, computerized, digital materials or otherwise, written or graphic, that includes or contains any information that is subject to the obligation to confidentiality set forth herein.

35. The Company and the Bottler acknowledge that incidents that threaten the reputation and operations of the Bottler and/or adversely affect the good name, reputation and image of the Company and the Trademarks, may occur. To deal with such incidents, including, but not limited to, any quality problems related to the Drink, the Bottler shall appoint and organize a crisis management team and report to the Company the names of its members. The Bottler further agrees to fully cooperate with the Company and third parties so designated by it and coordinate all efforts to address and solve any incident in a manner consistent with crisis management systems that the Company may report regularly to the Bottler.

36. In the event that any provision of this Contract is or becomes legally invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of this Contract, provided that the invalidity or unenforceability of such provisions does not obstruct or unduly hinder the fulfillment of this document nor harm the property or validity of the Trademarks. The right to termination set forth in Section 25(a)(2) shall not be affected by this provision.

37. (a) All issues and matters referred to hereunder, this Contract and any subsequent written amendments or additions, constitute the entire Contract between the Company and the Bottler. All previous agreements of any kind between the parties relating to the purpose hereunder are hereby canceled, except to the extent that they may include agreements and other documents under the provisions of Section 17(a) hereunder, provided, however, that any written statement of the Bottler and of the Company took into consideration for entering into this Contract remains in force and binding to the Bottler.

(b) No waiver, modification, alteration or addition to this Contract or any of its provisions shall be binding on the Company or the Bottler, unless it has been signed by duly authorized representatives of the Company and the Bottler.

(c) All written notices given pursuant to this Contract must be delivered by courier, fax, in person or by registered mail(air) and shall be considered delivered on the date in which such notice was sent, was personally delivered or the registered mail was sent by mail. Such written notifications shall have to be sent to the last known address of the party involved. Each party shall opportunely notify the other of any change of address.

38. Failure by the Company to exercise promptly any right granted under this Contract, or to request the strict fulfillment with any obligation assumed in this instrument by the Bottler shall not be deemed a waiver of that right or the right to demand subsequent performance of each and every one of the obligations of the Bottler in this Contract.

39. The Bottler is an independent contractor and is not an agent, partner or joint account partner of the Company. The Bottler agrees that it shall not claim or allow to be considered an agent, partner or joint account partner of the Company.

40. Titles in this Contract are only included for convenience by the parties and shall not affect the interpretation of this Contract.

41. This Contract shall be construed and governed by and in accordance with the laws of the Republic of Argentina, without giving effect to any principles regarding choice or conflict of applicable laws.

This proposed Contract is deemed tacitly accepted by the Bottler if within five (5) days as of receipt of the reception of the same The Coca-Cola Company was not notified of its rejection or the Bottler hand began the fulfillment of the same, whichever occurs first.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: FEB - 7 2007

1.2.2 Argentina's Bottler's Agreement EDASA (Schweppes)

Schweppes Holdings Limited
Southgate, Dublin Road, Drogheda, Co. Meath
Tel: +353-41 9849322 Fax: +353-41 9841779

February 1, 2012

Embotelladora del Atlántico S.A.
Ruta Nacional N° 19 km 3,7
5000 - Córdoba
Republic of Argentina

Dear Sirs:

In reference to the Bottler Agreement effective as of February 10, 2007, entered into by and between Schweppes Holdings Limited (hereinafter the "Company") and Embotelladora del Atlántico S.A. (hereinafter the "Bottler"), whereby the Bottler is authorized to prepare and bottle the Drink SCHWEPPES, and to any additional authorization for the sale and distribution of any other Company Drinks under the Trademarks (hereinafter jointly referred to as the "Bottler Agreement") in the Territory described in the Bottler Agreement, the same is hereby extended as from February 10, 2012 until:

February 10, 2017

Except for the said extension, all terms and conditions of the Bottler Agreement shall remain in full force and effect and upon the expiration of the said extension it shall inevitably expire on February 10, 2017, without any notice and the Bottler shall not be entitled to claim a tacit renewal thereof.

This document is considered tacitly accepted by Embotelladora del Atlántico S.A. if within five (5) days as of its reception; Schweppes Holdings Limited was not notified of its rejection.

Sincerely,

SCHWEPPES HOLDINGS LIMITED

Por _____
Representante Autorizado

The Coca-Cola Company
COCA - COLA PLA.ZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. BOX 1734
ATLANTA, GA 30301---
404 676-2121

February 1, 2012

Embotelladora del Atlántico S.A.
Ruta Nacional N° 19 km 3,7
5000 - Córdoba
Republic of Argentina

Dear Sirs:

In reference to the Bottler Agreement effective as of February 10th, 2007, entered into by and between The Coca-Cola Company (hereinafter the "Company") and Embotelladora del Atlántico S.A. (hereinafter the "Bottler"), whereby the Bottler is authorized to prepare and bottle the Drink COCA-COLA, and to any additional authorization for the sale and distribution of any other Company Drinks under the Trademarks (hereinafter jointly referred to as the "Bottler Agreement") in the Territory described in the Bottler Agreement, the same it is hereby extended as from February 10, 2012 until:

February 10, 2017

Except for such extension, all terms and conditions of the Bottler Agreement shall remain in full force and effect and upon the expiration of the said extension; it shall inevitably expire on February 10, 2017, without any notice, and the Bottler shall not be entitled to claim a tacit renewal thereof.

This document is considered tacitly accepted by Embotelladora del Atlántico S.A. if within five (5) days, as of its reception, Schweppes Holdings Limited was not notified of its rejection.

Sincerely,

THE COCA-COLA COMPANY

Por _____

Representante Autorizado

1.2.3 Argentina's Bottler's Agreement Ex – Polar

The Coca-Cola Company

COCA-COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404-676-2121

July 28, 2008

Messrs
Coca-Cola Polar Argentina, S.A. (Sur)
Esmeralda 320 - 6° Piso "B"
2035ABH- Buenos Aires
Republic of Argentina

Dear Sirs:

In reference to the Bottler Agreement effective as of July 1, 2003, entered into by and between Coca-Cola Polar Argentina S.A. and The Coca-Cola Company (hereinafter the "Company") and Embotelladora del Atlántico S.A. (hereinafter the "The Bottler"), by which the Bottler is authorized to prepare and bottle the Drink COCA-COLA and in relation to any additional authorization for the sale and distribution of any other Company Drinks under the Trademarks (hereinafter jointly referred to as the "The Bottler Agreement") within the Territory described in the Agreement, it is hereby extended as from September 1, 2008 until:

June 30, 2013

Except for such extension, all terms and conditions of the Agreement shall remain in full force and effect and upon the expiration of the said extension; it shall inevitably expire and the Bottler shall not be entitled to claim a tacit renewal thereof.

This document is considered tacitly accepted by Coca-Cola Polar Argentina, S.A. if within five (5) days, as of its reception, The Coca-Cola Company was not notified of its rejection.

Atentamente,

THE COCA-COLA COMPANY

Representante Autorizado

Schweppes Holdings Limited
Industrial Estate, Drogheda, Co. Louth, Republic of Ireland
Tel: 353 41 9836471 Fax: 353 41 9846434

July 28, 2008

Messrs
Coca-Cola Polar Argentina, S.A. (Sur)
Esmeralda 320 - 6° Piso "B"
2035ABH- Buenos Aires
Republic of Argentina

Dear Sirs:

In relation to the Bottler Agreement effective as of July 1, 2003, entered into by and between Coca-Cola Polar Argentina, S.A. and Schweppes Holding Limited (hereinafter the "Company") and Embotelladora del Atlántico S.A. (hereinafter the "The Bottler"), by which the Bottler is authorized to prepare and bottle the Drink SCHWEPPES and in relation to any additional authorization for the sale and distribution of any other Company Drinks under the Trademarks (hereinafter jointly referred to as the "The Bottler Agreement") in the Territory described in the Bottler Agreement, it is hereby extended as from September 1, 2008 until:

June 30, 2013

Except for such extension, all terms and conditions of the Bottler Agreement shall remain in full force and upon the expiration of the said extension; it shall inevitably expire and the Bottler shall not be entitled to claim a tacit renewal thereof.

This document is considered tacitly accepted by Coca-Cola Polar Argentina, S.A. if within five (5) days, as of its reception, Schweppes Holdings Limited was not notified of its rejection.

Sincerely,

SCHWEPPES HOLDING LIMITED

Liz Walsh 05

Representante Autorizado

Registered Office: Industrial Estate, Drogheda, Co. Louth, Republic of Ireland
Registered in the Republic of Ireland: 128999

The Coca-Cola Company
COCA-COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404-676-2121

October 16, 2003

Messrs
Coca-Cola Polar Argentina, S.A. (Sur)
Esmeralda 320 - 6° Piso "B"
2035ABH- Buenos Aires

Dear Sirs:

We are pleased to address You in order to propose the execution of a Bottler Agreement subject to the following terms:

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients for the preparation of drinks and a concentrate base for beverages (hereinafter, the "*Concentrate*"), , whose formulas are a trade secret of the Company, from which a syrup or powder is elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drink*") to be sold in bottles and other containers and in other forms or manners;

B. The Company is the rightful holder of the Trademarks, including "Coca-Cola" and "Coke", that distinguish the Concentrate, the Syrup and the Drinks, the Featured Bottle of different sizes in which the Drink has been commercialized for many years, the presentation of the Featured Bottle, the Dynamic Ribbon and intellectual property embodied in the characteristic commercial presentation, other designs and packaging elements related with the Concentrate, the Syrup and the Drink ("Coca-Cola", "Coke", the Featured Bottle, the presentation of the Featured Bottle, the Dynamic Ribbon, the intellectual property embodied in the characteristic commercial presentation, the design and packaging elements related to the Concentrate, the Syrup and the Drink and any additional trademarks that the Company may take periodically with the purpose of distinguishing the Concentrate, the Syrup and the Drink, shall hereinafter be referred to as the "*Trademarks*");

C. The Company has the exclusive right to prepare, bottle, pack, distribute and sell the Drink and the right to manufacture and sell the Concentrate and the Syrup in Chile, among other countries;

D. The Company has designated and authorized certain third parties to supply the Concentrate to the Bottler (hereinafter, the "*Authorized Providers*");

E. The Bottler has requested the approval of the Company to use the Trademarks in connection with the preparation, bottling, packaging, distribution and sale of the Drink within the territory as defined and described in this Contract;

F. The Company is willing to grant the requested authorization to the Bottler pursuant to the terms and conditions set forth in this Contract.

THEREFORE, the abovementioned parties agree the following:

I. PURPOSE OF THE CONTRACT.

1. the Company hereby authorizes the Bottler, and the latter undertakes, subject to the following terms and conditions, to prepare and bottle the Drink in the containers approved periodically by the Company in writing (hereinafter, the "Approved Containers") and to distribute and sell the same under the Trademarks within, but only within the following territory (hereinafter the "Territory"):

In The Republic of Argentina (a) In the province of Buenos Aires, in the partidos [_*_]of , Villarino, Daireaux, Guamini, Adolfo Alsina, Coronel Suarez, Coronel Pringles, Saavedra, Puin, Salliqueló, Municipio Urbano de Monte Hermosa, Benito Juárez, González Chávez, Tres Arroyos, Carmen de Patagones, Olavarría, Azul, Tapalqué, Laprida y Lamadrid, Arrecifes, Chacabuco, Colón, Pergamino, Rojas, Salta, Bartolomé Mitre, Capitán Sarmiento, 9 de Julio, 25 de Mayo, General Alvear, Chivilcoy, Alberti, Bragado, Junín, Viamonte, Arenales, L. N. Alem, Lincoln, General Pinto y Ameghino, Tres Lomas, Pehuajó, Carlos Casares, Hipólito Yrigoyen, Bolívar, Carlos Pellegrini, Trenque-Lauquen, Rivadavia, Carlos Tejedor and General Villegas; (b) In the province of Río Negro, in the departments of Viedma, Pichimahuída, General Conesa y Adolfo Alsina and in the districts of San Antonio, General Roca, Avellaneda, El Cuy, Bariloche, Ñorquincó, 25 de Mayo, Pilcaniyeu, 9 de Julio an Valcheta; (c) in the province of Neuquén, Confluencia, Añelo, Picun-Leufú, Pehuenches, Chos-Malal, Minas, Ñorquín, Loncopué, Zapala, Picunches, Aluminé, Catan-Lil, Collon-Curá, Los Lagos, Lacar and Huiliches; and (d) In the province of La Pampa, as they may be politically established as of this date.

2. The Company or its Authorized Providers shall sell and deliver to the Bottler the quantities of Concentrate it requests periodically as long as the Bottler requests and the Company or its Authorized Providers sell and deliver to the Bottler, only the amounts of Concentrate that are necessary and sufficient to comply with the purpose of this Contract. To this regard, the Bottler agrees and undertakes to purchase the Concentrate solely from the Company or its Authorized Providers.

3. The Bottler shall exclusively use the Concentrate to produce Syrup and to prepare and bottle the Drink as determined by the Company periodically. The Bottler undertakes not to sell or resell the Concentrate or Syrup or allow that it ends up in the possession of third parties, without the prior written consent of the Company.

4. The Company reserves for itself the sole and exclusive right to determine at any time the formula, composition or ingredients of the Concentrate, Syrup and the Drink.

5. Except as expressly provided in this Contract, the Company shall refrain, during the term of the Contract hereof, from selling or distributing the Drink, or arranging it to be sold or distributed, within the Territory in Approved Containers. However, the Company reserves for itself the right to prepare and bottle the Drink in any container within the Territory for its sale outside of the same, and to prepare, bottle, distribute or sell, or authorize others to prepare, bottle, distribute or sell the Drink within the Territory in any container other than an Approved Container.

II. OBLIGATIONS OF THE BOTTLER RELATED TO COMMERCIALIZATION, PLANNING AND REPORTING

6. The Bottler agrees and commits to the Company:

(a) to make its best efforts and employ all possible and approved means in order to promote, develop and exploit all potential preparation, bottling, distribution, marketing and sale activities of the Drink throughout the Territory continuously creating, stimulating and expanding the future demand of the Drink and fully covering all aspects of its current demand;

(b) to prepare, bottle, distribute and sell the quantities of the Drink that cover in all aspects the total demand of the Drink within the Territory; however, with the prior written consent of the Company, the Bottler may purchase the Drink in Approved Containers from third parties designated in writing by the Company for their resale within the Territory;

(c) to invest all capital and obtain and employ all funds necessary for the organization, settlement, operation, maintenance and replacement within the Territory, of the facilities and equipment for the manufacture, storage, commercialization, distribution, delivery, transportation and other that may be necessary for the fulfillment of the obligations of the Bottler under this Contract;

(d) to have a competent and well-trained management and hire, train, maintain and direct all personnel necessary and sufficient in all aspects in order for the Bottler to meet all the obligations under this Contract;

(e) to provide to the Company, once per calendar year, a plan or program written in an acceptable manner and substance and in accordance with the Bottler's obligations under this Contract, showing in detail of the Bottler’s activities planned for the future twelve month period or for any such other period as may be requested by the Company; to diligently implement such program or plan, and report on the progress of the program to the Company, in writing in an acceptable manner and upon its request;

(f) to provide the Company with accurate and updated information on the production, distribution and sales of the Drink with the frequency, the details and in the manner requested by the Company; and

(g) to keep accurate books, accounts and records and provide to the Company financial, accounting and other information requested by the same enabling it to verify if the Bottler maintains the reasonably necessary consolidated financial capacity to comply with its obligations under this Contract in acknowledgment of the interest that the Company has to maintain, promote and protect the performance, efficiency and overall integrity of the bottling, distribution and sales system.

7. The Bottler shall, at its own expense, budget and spend funds for the advertisement, commercialization and promotion of the Drink that the Company reasonably requests in order to create, stimulate and maintain the demand for the same within the Territory, provided that the Bottler shall submit all advertising, marketing and promotional projects concerning Trademarks or the Drink to the prior approval of the Company and that it shall only use, publish, maintain or distribute the advertising, commercial or promotional material of the Trademarks or the Drink that it approves and authorizes. The Company may agree to periodically make, and subject to the terms and conditions set forth in each case, financial contributions to the Bottler's marketing programs. The Company may also conduct, at its own expense and regardless of the Bottler, any additional sales, advertising or promotion activities within the Territory deemed useful or appropriate.

8. (a) The Bottler acknowledges that the Company has entered or may enter into contracts similar to this Contract with third parties outside of the Territory, and accepts the limitations that such contracts may reasonably impose to the Bottler in the management of its business hereunder. The Bottler further undertakes to conduct its business in order to avoid conflict with such third parties and, in case of any disputes with them, to make all reasonable efforts to resolve them amicably.

(b) The Bottler shall not object the additional measures that the Company considers necessary and justified to be adopted in order to protect and improve the sales and the distribution system of the Drink, including, but not limited to, those that could be adopted regarding the provision to important and/or special customers whose activities transcend the limits of the Territory, even if such measures should limit the Bottler's rights under this Contract.

9. Acknowledging the important benefit that the uniform external appearance of the equipment of distribution and other equipment and materials utilized subject to this Contract provides to himself and to all other parties mentioned in Section 8 (a) above, the Bottler undertakes to accept and apply the rules adopted and issued periodically by the Company for the design and decoration of trucks and other delivery vehicles, boxes, cardboards, coolers, vending machines and other materials and equipment utilized in the distribution and sale of the Drink.

10. The Bottler acknowledges and agrees that the widest distribution and direct sales of the Drink to retailers and to final consumers within the Territory is essential to fully meet the demand for the Drink under this Contract. Despite the known advantages of the direct distribution, the Bottler shall be authorized to distribute and sell the Drink to wholesalers within the Territory that only sell to retailers in the Territory. Any other method of distribution shall be subject to the prior written approval of the Company.

11. (a) The Bottler shall prevent the Drink from being sold or distributed in any way outside of the Territory.

(b) Should the Drink prepared, bottled, distributed or sold by the Bottler be found in the Territory of another authorized Bottler or dealer (hereinafter, the "Affected Bottler") then, in addition to all other available resources:

(1) the Company may, at its sole discretion, immediately cancel the authorization of such bottles found in the Affected Bottler 's territory;

(2) the Company may charge the Bottler a compensation for the Drink found in the territory of the Affected Bottler, in an amount that includes all the loss of future earnings (*lucrum cessans*), expenses and other costs assumed by both the Company and the Affected Bottler;

(3) the Company may purchase the Drink elaborated, bottled, distributed or sold by the Bottler found in the territory of the Affected Bottler and the Bottler shall, in addition to any other obligation under this Contract, reimburse the Company the costs incurred thereof for the purchase, transportation and/or destruction of the said Drink.

(c) Should the Drink elaborated, bottled, distributed or sold by the Bottler be found in the territory of an Affected Bottler, the Bottler shall make available to the representatives of the Company all sales agreements and other records related to the Drink and assist the Company in all investigations related to the sale and distribution of Drink outside of the Territory.

(d) The Bottler shall immediately inform the Company of any request or offer to purchase the Drink made by a third party, when the Bottler knew or had a reason to believe or suspect that such request or offer would result in the Drink being marketed, sold, resold, distributed or redistributed outside of the Territory, in breach of this Contract.

III. OBLIGATIONS OF THE BOTTLER CONCERNING TRADEMARKS

12. The Bottler shall acknowledge at all times and shall not challenge the validity and ownership of the Company Trademarks.

13. Nothing in this Contract shall give the Bottler any whatsoever participation in the Trademarks or the *crédito mercantil* (goodwill) related to the same or regarding any label, design, bottling or other visual representations of the same or used in connection therewith; and the Bottler hereby acknowledges and agrees that all rights and interests created by the use of such Trademarks, labels, designs, containers or other visual representations shall benefit and belong to the Company. The Company and the Bottler agree and understand that subject to this Contract, the Bottler is only awarded a simple temporary permit , that considers no right or interest and no payment of any fee or royalty, to use such Trademarks, labels, designs, containers or other visual representations thereof, in connection with the elaboration, bottling, distribution and sale of the Drink in Approved Containers; use that shall have to be exercised in such away and result so that all *crédito mercantil* (goodwill) related thereto is vested into the Company as the source and origin of the said Drink, and the Company shall have the absolute right to determine in all cases, the type of presentation and the other measures necessary or advisable to ensure the compliance with this Section 13.

14. The Bottler shall not adopt or use any name, corporate name, business name, title or other commercial designation that includes the words "Coca-Cola", "Coca", "Cola", "Coke" or any of them, or any name whose similarity to any of these may be misleading, neither any graphic or visual representation of the Trademarks nor any other trademark or intellectual property of the Company, without its the prior written consent.

15. The Bottler undertakes and accepts during the term of this Contract and in compliance with applicable law:

(a) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected with any business representation or container that imitates a business representation or container regarding which the Company claims an exclusive interest, or may look like or be misleading or be perceived by consumers as being so similar to such commercial representation or container, that causes confusion;

(b) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected to any trademark or other denomination that mimics or infringes any Trademarks or may look like any product that leads the public to believe it is elaborated by the Company, due to the connection of the Bottler with the activities of manufacturing, preparation, bottling, distribution and sale of the Drink; without in any way limiting the foregoing, it is hereby understood and expressly established that the use of the word "Coca" or an equivalent, in local language or phonics, under any format or any other graphic word or sounds similar to the same, or that mimics it, in any product other than a product of the Company shall be considered a breach of the registered trademark "Coca-Cola" or as an attempt to generate confusion;

(c) not to manufacture, prepare, bottle, distribute, sell, negotiate or in any way be related to non-alcoholic drinks different to those prepared, bottled, distributed or sold by the Bottler with the authorization of the Company, except with the prior written consent of the same thereof;

(d) not to use delivery vehicles, boxes, cardboards, coolers, vending machines and other equipment bearing the Trademarks to distribute and sell any other products different to those identified by the Trademarks, without the prior written authorization of the Company;

(e) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise relate with any other concentrate, base for beverage, syrup or drink that may be or confused with or look like the Concentrate, the Syrup or the Drink;

(f) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise interact with (i) any drink that is commercialized under the denomination "cola" (either on its own or jointly with any other word or words) or any phonetic interpretation of such word, or (ii) any drink commercialized under the name "cola" or that in any other manner mimics the Concentrate, the Syrup or the Drink or that may replace them during the term of this Contract and, in recognition of the valuable rights conferred by the Company to the Bottler in this Contract, for an additional period of two years following this date, and

(g) not to acquire or hold, either directly or indirectly, any participation in the property of, or enter into any contract or agreement regarding the administration or control of any individual or legal entity, within or outside the Territory, to perform any of activities prohibited by this Section 15.

The agreements contained herein are applicable not only to the activities which the Bottler carries out directly, but also to the activities in which the Bottler may have an indirect interest through the ownership, control, management, partnership, agreement or otherwise, whether within or outside the Territory.

16. The parties understand and agree that in the event that:

(a) a third party who is, at the Company's judgment, interested directly or indirectly, through ownership, control, management or otherwise in the manufacture, preparation, bottling, distribution or sale of any product specified in Section 15 of this Contract, acquires or obtains the control or may have any direct or indirect influence on the administration of the Bottler; or

(b) any individual, firm or company that has a majority participation in or the direct or indirect control of the Bottler or that is directly or indirectly controlled, either by the Bottler or by any third party having the control or, according to the Company's judgment, any direct or indirect influence on the administration of the Bottler, is involved in the preparation, bottling, distribution or sale of any of the products specified in Section 15 herein; then the Company shall be entitled terminate this Contract immediately without any compensation for damages, unless the third party making the acquisition referred to in sub-section(a) herein or the individual, firm or company referred to in sub-section(b) hereof, upon notification in writing by the Company of its intention to terminate this Contract, agrees to cease and effectively stop the preparing, producing, bottling, distributing or selling the said Product(s) within a reasonable term, which shall not exceed six (6) months, as from the date of the notification.

17. (a) If, for the purposes specified in this Contract, the Company requests, in accordance to applicable laws governing the intellectual property registration and license, the Bottler to be registered as a registered user or licensee of the Trademarks, then, at the request of the Company, the Bottler shall have to enter into any and all contracts and documents necessary to register, modify or cancel the registration or record required.

(b) If the competent public authority rejects any application for registration or record of the Company or the Bottler as registered users or licensees of any Trademarks regarding the Drink, then the Company shall have the right to terminate this Contract immediately.

IV. BOTTLER OBLIGATIONS REGARDING THE PREPARATION AND BOTTLING OF THE DRINK

18. (a) The Bottler agrees and accepts to use the Concentrate only in the preparation of the Syrup and the Syrup, only to prepare and bottle the Drink, strictly following and complying with the written instructions that the Company shall periodically deliver to the Bottler. The Bottler further agrees and accepts to comply at all times when preparing, bottling and distributing the Drink, with the provisions, including quality, hygiene, environmental and other regulations established periodically in writing by the Company and all applicable legal requirements.

(b) The Bottler, knowing the relevance of being able to identify the manufacturer of the Drink in the market, agrees to use identification codes in all bottling materials of the Drink, including Approved Containers and non-returnable boxes. The Bottler also agrees to install, maintain and operate the machinery and equipment necessary to apply such identification codes. The Company shall periodically deliver to the Bottler the necessary written instructions concerning the format of the identification codes that the Bottler shall have to use and the production and sales records that it must keep.

(c) In the event that the Company determines or becomes aware of the existence of any quality or technical problems regarding the Drink o the Approved Containers for the Drink, it shall be entitled to request the Bottler to adopt all necessary measures to remove the Drink immediately from the market or commerce, as applicable. The Company shall notify the Bottler its decision to request the Bottler to withdraw the Drink from the market or commerce by telephone, fax, email or by any other means of immediate communication, with the corresponding written acknowledgment of receipt; and the Bottler, upon reception of such notice, shall immediately cease the distribution of such Drink and shall adopt all other measures that the Company considers necessary to remove such Drink from the market or commerce.

(d) If the Bottler determines or becomes aware of the existence of quality or technical problems related to Drink or the Approved Containers for the Drink, it must immediately notify the Company by telephone, fax, email, or any other means of immediate communication, with written acknowledgment of receipt. This notification shall include: (1) the identification and

quantities of the Drink in question, including the specific Approved Containers, (2) the coding data, and (3) all other relevant data to help locate such Drink.

The Bottler shall at all times allow the Company, its officers, agents or its designated staff, to enter and inspect the premises, equipment and methods used by the Bottler, directly or indirectly, in or for the preparation, bottling, storage or handling of the Drink with the purpose of determining if the Bottler is complying with the terms of this Contract, including, without limitation, Sections 18 and 22. The Bottler further agrees to provide to the Company as it may request it periodically, all information relating to the compliance by the Bottler of the terms of this Contract, including, without limitation, those set forth in Sections 18 and 22.

19. The Bottler shall, at its own expense, deliver to the Company samples of the Syrup, the Drink and the materials used in the production of the Syrup and the Drink, according to the instructions that the Company shall provide periodically.

20. (a) In the bottling, distribution and sale of the Drink, the Bottler shall use only Approved Containers and lids, boxes, labels and other packaging materials approved periodically by the Company and the Bottler shall buy such items only from suppliers that the Company has authorized in writing to manufacture the items to be used in connection with the Trademarks and the Drink. The Company shall use its best efforts to approve two or more suppliers of such articles, provided that the said authorized suppliers may be located inside or outside the Territory.

(b) The Bottler shall inspect the Approved Containers and lids, boxes, labels and other packaging materials to be used in relation to the Drink and use only such items that the Bottler has determined that both, meet the standards set by applicable laws in the Territory and the standards and specifications prescribed by the Company. The Bottler shall assume all responsibility for the use of such approved containers, lids, boxes, labels and other packaging materials, regarding which it has determined that they comply with the standards mentioned above.

(c) The Bottler shall maintain at all times sufficient stock of Approved Containers, lids, boxes, labels and other packaging materials in order to fully meet the demand of the Drink in the Territory.

21. (a) The Bottler acknowledges that increases in the demand for the Drink, as well as changes in Approved Containers, may require periodic modifications or other changes to its existing manufacturing, bottling, delivery or distribution equipment, or the acquisition of additional manufacturing, packaging, delivery or distribution equipment. The Bottler agrees to make all changes to the equipment and purchase and install the additional necessary equipment with sufficient anticipation to allow the introduction of new Approved Containers and the preparation and bottling of the Drink according to the permanent obligations of the Bottler to develop, stimulate and fully satisfy the demand of the Drink in the Territory.

(b) If returnable Approved Containers are used in the preparation, bottling, distribution and sale of the Drink, the Bottler agrees to periodically invest the necessary capital and allocate and utilize the necessary funds to create and maintain sufficient stock of returnable Approved Containers. In order to ensure the permanent quality and appearance of the stock of returnable Approved Containers, the Bottler also agrees to replace all or part of the stock of such Approved Containers, as reasonably necessary in accordance with the obligations of the Bottler in accordance to this Contract.

(c) The Bottler shall not use or allow the Approved Containers, lids, boxes, labels and other packaging materials mentioned in this Contract to be used for any purpose other than in connection with the Drink and it shall not refill or otherwise reuse non-returnable Approved Containers that have been previously used.

22. (a) The Bottler shall be solely responsible for the fulfillment of its obligations under this Contract in accordance with all laws, rules and regulations that are issued by local or government authorities applicable in the Territory and shall immediately inform the Company of any provision that could prevent or limit in any way the strict compliance by the Bottler of its obligations hereunder.

(b) Notwithstanding the foregoing, the Bottler covenants and undertakes to comply at all times with (i) all environmental, health and safety laws and regulations and other legal requirements established by the corresponding governmental authorities in the Territory, and (ii) standards or environmental programs issued in writing by the Company periodically.

V. CONDITIONS OF PURCHASE AND SALE

23. (a) Through written notice to the Bottler, the Company reserves to itself the right to periodically review and at any time, at its sole discretion, set the price of the Concentrate, the Authorized Providers, the point of supply and the alternative points for the provision of Concentrate, the delivery and payment conditions and the currency or currencies acceptable to the Company or its Authorized Providers.

(b) If the Bottler is not willing to pay the revised price of the Concentrate, it shall have to notify it in writing to the Company within thirty (30) days after having received the written notice from the Company. In this case, this Contract shall be automatically terminated within three (3) consecutive months after the Bottler had received of the notification, without any parties' liability for damages.

(c) If the Bottler does not notify the Company regarding the revision of the price of the Concentrate as set forth in sub-section (b) above, it shall be deemed that such revision has been accepted.

(d) To the extent permitted by applicable law in the Territory, the Company reserves the right to fix and revise, by written notice to the Bottler, the maximum prices at which the Bottler may sell the Drink in Approved Containers to wholesalers and retailers, and the maximum prices of the Drink at retail. It is thus acknowledged that the Bottler shall be able to sell the Drink to wholesalers and retailers and authorize retail sales of the Drink at prices below the maximum prices. However, the Bottler cannot increase the maximum prices established or revised by the Company at which it may sell the Drink in Approved Containers to wholesalers and retailers, nor allow the increase of maximum prices of the Drink in retailers without the written authorization of the Company.

(e) the Bottler agrees to charge retailers or wholesalers, as applicable, for each returnable Approved Container and every box delivered to them, such deposits that the Company establishes periodically in writing, by giving notice to the Bottler and to make all reasonable diligent efforts to recover all returnable Approved Containers and empty boxes and, at the time of their retrieval, to reimburse or credit the deposits made for such and returnable Approved Containers and boxes returned undamaged and in good condition.

VI. TERM AND TERMINATION

24. This Contract shall come into effect as of July 1, 2003, and shall expire, without notice, on June 30, 2008, unless it is terminated early as provided in herein. The parties acknowledge and agree that the Bottler shall have no right to claim a tacit renewal of this Contract.

(b) If the Bottler has fully complied with all the terms, covenants, conditions and provisions of this Contract during the term, and if capable of promoting, developing and exploiting permanently the full potential of the business of preparing, bottling, distributing and selling the Drink, the Bottler may request an extension of this Contract for a additional period of 5 (five) years. The Bottler shall have to request the extension in writing to the Company at least six (6) months but not more than twelve (12) months, prior to the expiration date of this Contract. This request for extension made by the Bottler shall have to be supported by the documentation requested by the Company, including such information regarding the Bottler's compliance of the performance obligations contained in this Contract and that supports the permanent ability of the Bottler to develop, stimulate and fully satisfy the demand for the Drink within the Territory. If, at the Company's sole discretion, the Bottler has complied with the necessary conditions to extension of this Contract, then the latter may, by written notice, agree to extend this Contract for such further period or such shorter period that the Company determines.

(c) After the expiration of any additional period, this Contract shall expire permanently without notice, and the Bottler shall have no right to claim a tacit renewal thereof.

25. (a) The Company or the Bottler may terminate this Contract immediately and without liability for damages, by the party having the right to terminate the Contract giving written notice to the other party:

(1) if the Company, the Authorized Resellers or the Bottler cannot legally obtain foreign currencies to remit them abroad in payment for the imports of Concentrate or ingredients or materials needed to manufacture the Concentrate, the Syrup or the Drink; or

(2) if any part to this Contract does not comply with the laws or regulations applicable in the Territory and, thus, or as a result of any other laws affecting this Contract, any of the material provisions of this Contract cannot be legally fulfilled or the Syrup cannot be elaborated, or the Drink cannot be prepared or sold in accordance with the instructions of the Company pursuant to Section 18 or if the Concentrate cannot be manufactured or sold in accordance with the Company's formula or under the rules prescribed by it.

(b) The Company may terminate this Contract immediately without liability for damages:

(1) if the Bottler becomes insolvent or if a petition for bankruptcy is filed against or on behalf of the Bottler and its is not dismissed or rejected within the following one hundred twenty (120) days, or if the Bottler reaches a settlement for liquidation or if an decision of liquidation or instructing the judicial administration is ruled against the Bottler, or if a liquidator (receiver) is appointed to manage the business of the Bottler, or if the Bottler holds any judicial or voluntary settlement with its creditors or reaches similar agreements with them or makes an assignment in benefit of its creditors; or

(2) in case of a dissolution, nationalization or expropriation of the Bottler, or the case of confiscation of production or distribution assets held by the Bottler.

26. (a) The Company or the Bottler may also terminate this Contract without liability for damages, if the other party does not fulfill one or more of the terms, covenants or conditions of this Contract and fails to cure such breach within sixty (60) days after the date on which the party has received written notice of such breach.

(b) In addition to all other remedies to which the Company may be entitled hereunder, if the Bottler at any time does not follow the instructions or does not meet the rules prescribed by the Company or the ones required by applicable law in the Territory relating to the preparation and bottling of the Syrup or the Drink, the Company shall be entitled to prohibit the production of the Syrup or the Drink until the breach is remedied to its satisfaction, and also it may request the suspension of the distribution and delivery of the Drink and instruct the recall from the market or commerce, at the Bottler's expense, of the Drink that does not comply with or its has not been prepared in accordance with such instructions, rules or requirements, and the Bottler undertakes to comply promptly with such prohibition or request. While the prohibition is in force, the Company shall have the right to suspend deliveries of Concentrate to the Bottler, and supply the Drink directly or enter into contracts with third parties form them to procure it within the Territory. No prohibition or request shall be deemed a waiver of the Company's rights to terminate this Contract pursuant to this Section 26.

27. After the expiration or early termination of this Contract:

(a) The Bottler shall no longer prepare, bottle, distribute or sell the Drink or use the Trademarks, Approved Containers, lids, boxes, labels or other packaging or advertising, promotional or marketing material that has been used or is intended to be used by the Bottler only in connection with the preparation, bottling, distribution and sale of the Drink;

(b) the Bottler shall immediately remove all references to the Company, the Drink and the Trademarks from its facilities, delivery vehicles, vending machines, coolers and other equipment and all paperwork and the written, graphic, electromagnetic, digital or another material destined to the advertising, marketing or promotional the it uses or holds: and, as from that moment, it shall no claim to have any relationship with the Company, the Drink or the Trademarks;

(c) the Bottler shall immediately deliver to the Company or to a third party designated by it, all the Concentrate, the Drink contained in Approved Containers, the usable Approved Containers bearing the Trademarks or any of them, lids, boxes, labels and other packaging materials bearing the Trademarks, as well as all promotional material of the Drinks, which are still in its possession or under its control, and the Company, at the time of delivery of the same in accordance with such instructions, shall pay the Bottler an amount equal to the fair market value of such supplies or materials, provided that it shall only accept and pay for those supplies or materials that are in excellent condition and can be used; and, further provided, that all the Approved Containers, lids , boxes, labels and other packaging materials and advertising materials bearing the name of the Bottler and that any supplies and materials that are not in condition to be used according to the rules of the Company, shall have to be destroyed by the Bottler at its own expense; and also, provided, that if it terminates this Contract in accordance with the provisions of Sections 16, 23 (b), 25(a), 26 or 28 or as a result of any of the contingencies provided in Section 31 (even in the event of termination by law), or if the Bottler terminates this Contract for any reason other than those provided in Sections 23 (b) or 26, the Company shall have the option, but not the obligation, to purchase from the Bottler the supplies and materials set forth above; and

(d) all rights and obligations provided for herein shall expire, cease and terminate, whether they are expressly established or arise from the uses, customs, practices or any other circumstance, with the exception of the provisions relating to the Bottler's obligations set forth in Sections 11(b)(2) and (b)(3) and 12, 13, 14, 15(f), 17(a), 27, 32, 33, 34(a) , 34(c) and 34(d), all which shall remain in full force and effect, as long as this provision does not in any way affect any right that the Company may have against the Bottler regarding any claim for non-payment of any debt or account payable by the Bottler to the Company or their authorized suppliers.

VII. BOTTLER'S OWNERSHIP AND CONTROL

28. The parties hereto acknowledge and agree that the Company has a legitimate interest in maintaining, promoting and protecting the performance, efficiency and integrity of the international general bottling, distribution and sales system. The parties hereof further acknowledge that the Company entered into this Contract *intuito personae* based the identity, characteristics and integrity of the owners, who control and manage the Bottler, and the Bottler hereby declares having fully informed the Company, before the execution of this Contract, about the owners and any parties having any interest or control or management over the Bottler. Therefore, the parties agree that, notwithstanding the provisions set forth in Section 16 or any other provision of this Section 28, in case of any change, due to any cause, of the individuals or legal entities that, directly or indirectly, own or control the Bottler, even any changes in their shareholding, the Company, at its discretion, may terminate this Contract immediately, without any liability for damages. So the Bottler covenants and undertakes:

(a) not to assign, transfer, pledge or in any way encumber this Contract or any interest or rights contained herein, in whole or in part, in favor of any third party or parties, without the prior written consent of the Company;

(b) not to delegate the performance of this Contract, in whole or in part, to any third party or parties, without the prior written consent of the Company;

(c) to immediately notify the Company should it be aware of any actions of third parties that may result or results in any change in ownership or control of the Bottler;

(d) to periodically make available to the Company, and when it so requests it, the complete records of the current owners of the Bottler and complete information regarding any third party or parties who control it, directly or indirectly;

(e) to the extent that the Bottler has legal control over any change in the ownership or control of the Bottler, not to initiate or implement or accept any such changes without the prior written consent of the Company; and

(f) if the Bottler has been incorporated as a partnership, not to change the participation of the company by including new partners or dismissing current ones, without the prior written consent of the Company.

In addition to the foregoing provisions of this Section 28, if an offer to change the ownership or control of the Bottler involves a direct or indirect transfer to, or the acquisition of the property or control of the Bottler, in whole or in part, by an individual or legal entity authorized by the Company to manufacture, sell, distribute or otherwise commercialize drinks and/or any trademarks of the Company (the "Acquiring Bottler"), the Company may request any information it deems relevant, both regarding the Bottler and the Acquiring Bottler, in order to determine whether or not to authorize the change. In any such circumstances, the parties expressly agree that, acknowledging the Company's legitimate interest to maintain, promote and protect the performance, efficiency and integrity of the international general bottling, distribution and sales system, the Company may consider all factors and apply the criteria that considers relevant to give or withhold its consent.

The parties also acknowledge and agree that the Company, at its sole discretion, may refuse to accept any proposed change in the ownership or other situation under this Section 28 or may accept it subject to such conditions as it determines, at its sole discretion also. The parties stipulate and expressly agree that any breach by the Bottler of the agreements contained in this Section 28 shall entitle the Company to terminate this Contract immediately, without liability for damages; and also in view of personal nature of this Contract, the Company shall have the authority to terminate it without having any liability for damages, if any third party or parties obtain any direct or indirect ownership or control of the Bottler, even when the Bottler itself did not have the means to prevent the change if, according to the Company, this would allow the third party or parties to exercise any influence over the management of the Bottler or significantly alter the ability of the Bottler to fully comply with the terms, obligations and conditions of this Contract.

29. Prior to the issuance, offer, sale, transfer, negotiation or exchange of any of its shares or other titles of property, bonds, obligations or other titles of debt, or to promoting the sale of the latter, or to encouraging or seeking their acquisition or an offer to sell them, the Bottler shall have to obtain the written consent of the Company when it uses to that effect the Company's name or the Trademarks or any description of its relationship with it in any prospect, advertisement or other sales effort. The Bottler cannot use the Company's name or Trademarks or any description of its business relationship with it in any prospect or advertisement used in connection with the acquisition of any share or other certificate property of a third party, without the written consent of the Company.

VIII. GENERAL PROVISIONS

30. The Company may assign any of its rights and delegate all or any part of its duties or obligations under this Contract, to one or more of its subsidiaries or affiliates, provided, however, that this delegation shall not release it from its contractual

obligations under this Contract. In addition, it may -at its sole discretion- by giving written notice to the Bottler, appoint a third party as its representative to ensure that the Bottler fulfills its obligations under this Contract, with full powers to supervise its performance and demand the fulfillment of all the terms and conditions of this Contract.

31. Neither the Company nor the Bottler shall have to answer for any breach of their respective obligations hereunder, when such breach is due to or is the result of:

(a) a strike, boycott or any sanctions imposed by a sovereign nation or a supranational organization of sovereign nations, however they are assumed; or

(b) an act of God, force majeure, public enemies, by virtue of law and/or legislative or administrative measures (including the revocation of any governmental authority required by either party to comply with the terms of this Contract), an embargo, quarantine, revolt, insurrection, declared or undeclared war, a state of war or belligerency or risks or dangers inherent to the aforementioned; or

(c) any other cause beyond their control.

If the Bottler is unable to fulfill its obligations as a result of any of the contingencies set forth in this Section 31, while such the situation lasts, the Company and its Authorized Resellers shall be released from their obligations under Sections 2 and 5, provided that, if failure of either party to fulfill them persists for more than six (6) months, either party may terminate this Contract without any liability for damages.

32. (a) The Company reserves the sole and exclusive right to initiate any civil, administrative or criminal lawsuit or action and, in general, to use any legal remedy available to the Company it deems appropriate to protect its reputation, the Trademarks and other intellectual property rights and to protect the Concentrate, the Syrup and the Drink and to defend any action affecting any of them. When requested by the Company, the Bottler shall support it in any such actions. The Bottler may not file any claims against the Company due to such lawsuits or actions or to any omission to initiate or defend such lawsuits or actions. The Bottler shall promptly notify the Company of any litigation or process already initiated or threatened to be initiated that could affect these matters. The Bottler shall not initiate any judicial or administrative proceedings against any third party that may affect the interests of the Company, without the prior written consent of the latter.

(b) The Company is the sole and exclusive authorized to and responsible for initiating and defending all lawsuits and actions relating to the Trademarks. The Company may initiate or defend such proceeding or action on its own behalf or request the Bottler to initiate or defend such proceeding or action, either in its behalf (the Company's) or jointly with it.

33. (a) The Bottler agrees to consult with the Company regarding all claims, proceedings or product warranty claims brought against the Bottler in connection with the Drink or the Approved Containers and to adopt the measures for the defense of such claims or lawsuits that the Company may reasonably require in order to protect its interests on the Drink, the Approved Containers or the *crédito mercantil* (goodwill) related with the Trademarks.

(b) the Bottler shall indemnify and hold harmless the Company, its affiliates and their respective officers, directors and employees from and against all costs, expenses, damages, claims, liabilities and responsibilities arising from events or circumstances that are not attributable to the Company, including, without limitation, all costs and expenses incurred to solve them or reach a settlement, derived from the preparation, bottling , distribution, sale or promotion of the Drink by the Bottler, including, in without limitation, all costs arising from acts or breaches, negligent or not, of the Bottler and of its distributors, suppliers and wholesalers.

(c) the Bottler shall contract and maintain an insurance policy with insurance companies acceptable to the Company granting a broad and comprehensive coverage, in terms of the amounts and risks covered, with respect to the matters referred to in sub-section (b) above (including compensation contained therein) and when requested, it shall evidence to its satisfaction that such insurance exists. Compliance with this Section 33(c) shall not limit or relieve the Bottler from its obligations under Section 33(b) hereof.

34. Bottler covenants and agrees:

(a) not to make statements nor provide information to public or governmental authorities or to any third party relating to the Concentrate, the Syrup or the Drink without the prior written consent of the Company;

(b) in case its shares are listed or traded in the stock market, to provide the Company with any financial or other information relating to such Bottler results or projections at the same time it is obligated to provide such information in accordance with the regulations of the stock exchange or securities laws applicable to the Company or the Bottler;

(c) at any time during and after the term of this Contract, to maintain in strict confidence all secret and confidential information, including, without limiting the broadness of the foregoing, the mixing instructions and techniques, sales information, marketing and distribution, projects and plans related to the purpose of this Contract received by the Bottler from the Company or obtained in any other way and look after such information so that it is disclosed only to such officers, directors and employees who are thereby connected by reasonable provisions that set forth the confidentiality obligations set out in this Section; and

(d) upon the expiration or early termination of this Contract, to immediately deliver to the Company or to whom it may indicate all electromagnetic, computerized, digital materials or otherwise, written or graphic, that includes or contains any information that is subject to the obligation to confidentiality set forth herein.

35. The Company and the Bottler acknowledge that incidents that threaten the reputation and operations of the Bottler and/or adversely affect the good name, reputation and image of the Company and the Trademarks, may occur. To deal with such incidents, including, but not limited to, any quality problems related to the Drink, the Bottler shall appoint and organize a crisis management team and report to the Company the names of its members. The Bottler further agrees to fully cooperate with the Company and third parties so designated by it and coordinate all efforts to address and solve any incident in a manner consistent with crisis management systems that the Company may report regularly to the Bottler.

36. In the event that any provision of this Contract is or becomes legally invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of this Contract, provided that the invalidity or unenforceability of such provisions does not obstruct or unduly hinder the fulfillment of this document nor harm the property or validity of the Trademarks. The right to termination set forth in Section 25(a)(2) shall not be affected by this provision.

37. (a) All issues and matters referred to hereunder, this Contract and any subsequent written amendments or additions, constitute the entire Contract between the Company and the Bottler. All previous agreements of any kind between the parties relating to the purpose hereunder are hereby canceled, except to the extent that they may include agreements and other documents under the provisions of Section 17(a) hereunder, provided, however, that any written statement of the Bottler and of the Company took into consideration for entering into this Contract remains in force and binding to the Bottler.

(b) No waiver, modification, alteration or addition to this Contract or any of its provisions shall be binding on the Company or the Bottler, unless it has been signed by duly authorized representatives of the Company and the Bottler.

(c) All written notices given pursuant to this Contract must be delivered by courier, fax, in person or by registered mail(air) and shall be considered delivered on the date in which such notice was sent, was personally delivered or the registered mail was sent by mail. Such written notifications shall have to be sent to the last known address of the party involved. Each party shall opportunely notify the other of any change of address.

38. Failure by the Company to exercise promptly any right granted under this Contract, or to request the strict fulfillment with any obligation assumed in this instrument by the Bottler shall not be deemed a waiver of that right or the right to demand subsequent performance of each and every one of the obligations of the Bottler in this Contract.

39. The Bottler is an independent contractor and is not an agent, partner or joint account partner of the Company. The Bottler agrees that it shall not claim or allow to be considered an agent, partner or joint account partner of the Company.

40. Titles in this Contract are only included for convenience by the parties and shall not affect the interpretation of this Contract.

41. This Contract shall be construed and governed by and in accordance with the laws of the Republic of Argentina, without giving effect to any principles regarding choice or conflict of applicable laws.

This proposed Contract is deemed tacitly accepted by the Bottler if within five (5) days as of receipt of the reception of the same The Coca-Cola Company was not notified of its rejection or the Bottler hand began the fulfillment of the same, whichever occurs first.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR COCA-COLA LIGHT

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark COCA-COLA LIGHT that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement are understood to be incorporated by reference to this document as if they were established in detail; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "Concentrate" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

EMBOTELLADORAS COCA-COLA POLAR S.A. 17 NOV 2003 HRS.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR SPRITE

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark SPRITE that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement are understood to be incorporated by reference to this document as if they were established in detail; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

EMBOTELLADORAS COCA-COLA POLAR S.A.
17 NOV 2003 HRS.

THE COCA-COLA COMPANY
Por: _____
Representante Autorizado
Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR SPRITE LIGHT

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark SPRITE LIGHT that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "*Beverage Gases*" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR FANTA

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark FANTA that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "*Beverage Gases*" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

EMBOTELLADORAS COCA-COLA POLAR S.A.
17 NOV 2003 HRS

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR FANTA LIGHT

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark FANTA LIGHT that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

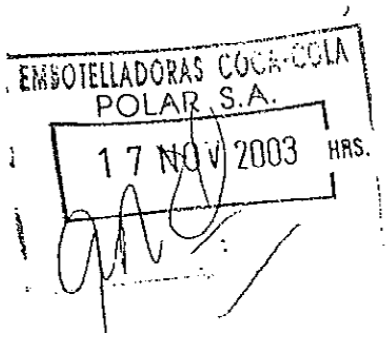
C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "*Beverage Gases*" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.



THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR KIN

THIS AGREEMENT effective as of July 1st, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients for the preparation of drinks and a concentrate base for beverages (hereinafter, the "*Bases for Beverages*") , whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark KIN that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

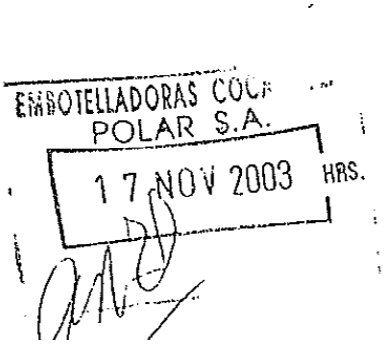
C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective July 1st, 2003, which expires on June 30th, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "*Beverage Gases*" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.



THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV – 3 2003

BOTTLER AGREEMENT FOR QUATRO

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients for the preparation of drinks and a concentrate base for beverages (hereinafter, the "*Bases for Beverages*") , whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark QUATRO that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the “Trademarks");

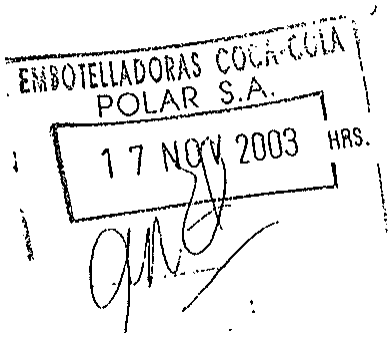
C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 1, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "*Beverage Gases*" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.



THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR QUATRO ROSADO

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark QUATRO ROSADO that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

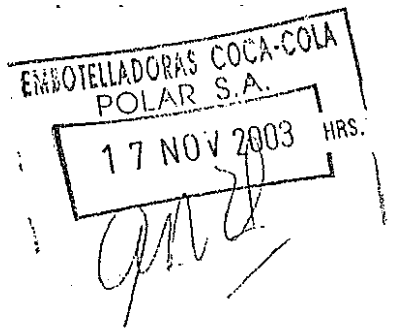
C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "Concentrate" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.



THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR TAÍ

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*") , whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark TAÍ that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "Concentrate" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

Under Section 13 of the Coca-Cola Bottler Agreement, the Company has the right to determine, at all times, the presentation of the Trademarks, labels, designs, containers or other visual representation of the same for use by Bottler of the only in relation to the preparation, Bottling, distribution and sale of Drinks in Authorized Containers.

Solely in relation to the Drinks TAÍ Orange, TAÍ Line-Lemon, TAÍ Pink Grapefruit y TAÍ Fruit Salad, the rights and obligations set forth in Section 6(a) and (b) and Section 7 of the for Coca-Cola Bottler Agreement shall not be applicable. The creation, encouragement and expansion of the demand for this Drink shall be performed according to the guidelines agreed in the program " Value Protection Brand", incorporated herein:

TAÍ ROLE AND GUIDELINES

TAÍ is a brand that shall be incorporated to the "Value Protection Brand" program. These programs are oriented towards the customers and their purpose is to increase the volume and profitability of other brands franchised the Bottler.

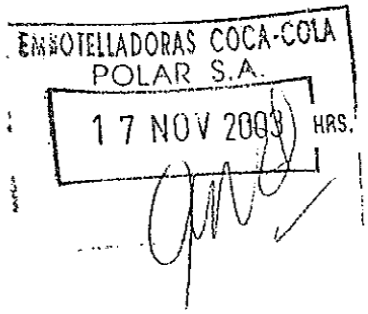
The adequate and effective implementation of the brand TAÍ within these programs is a key factor for the success of this purpose. The guidelines for the implementation of TAÍ shall be included as part of the Company and the Bottler.

These implementation guidelines must include the following issues:

SKUs and flavors of the Brand
Defining Product Quality

Pricing Policy
Communications Strategy
Defining Merchandising Systems
Distribution Channels
Customers Margins
Incentive for Sales Force
Key Success Indicators
Monitoring and Control Systems

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.



THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

BOTTLER AGREEMENT FOR HI-C

THIS AGREEMENT effective as of July 1, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Republic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*") , whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or manners;

B. The Company owns the trademark HI-C that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in The Republic of Argentina, among other countries;

D. The parties to this document are also parties to a contract effective July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were included in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "Concentrate" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

Under Section 13 of the Coca-Cola Bottler Agreement, the Company has the right to determine, at all times, the presentation of the Trademarks, labels, designs, containers or other visual representation of the same for use by Bottler of the only in relation to the preparation, Bottling, distribution and sale of Drinks in Authorized Containers. The Company hereby authorizes the Bottler to use, solely and exclusively on the labels of Approved Containers and other containers of HI-C orange, HI-C Lemon, Hl-C Grapefruit and HI-C Apple, the following phrase "Hl-C is a product of the Minute Maid Company" or those which the Company may approve in writing in the future.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

EMBOTELLADORAS COCA-C
AR S.A.
17 NOV 2003 HRS

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

1.2.4 Argentina's Bottler's Agreement Ex – Polar (other)

The Coca-Cola Company
COCA-COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

October 16, 2003

COCA-COLA POLAR ARGENTINA S.A.
Esmeralda 320, piso 6°,
Ciudad de Buenos Aires
Republic of Argentina

AUTHORIZATION REGARDING POST-BEVERAGE SYRUP MIX

Sirs:

This letter is sent in reference to the Bottler Agreement that in force as of July 1, 2003, executed by and between The Coca-Cola Company (hereinafter the "Company") and Coca-Cola Polar Argentina S.A. (hereinafter the "Bottler"), by which the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA, and to any additional authorizations granted to to sell and distribute other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

Hereby the Bottler is granted a non-exclusive authorization to prepare, bottle, distribute and sell syrups for authorized Drinks under the Bottler Agreements (hereinafter the "Post-Mix Syrups") to retailers in the Territory for the provision of Drinks through Post-Mix Vending Machines and to sell Drinks dispensed directly to consumers subject to the following conditions:

1. The Bottler shall not sell Post-Mix Syrups to retailers for their use in Post-Mix vending machines, or operate any Post-Mix Vending Machine if the following conditions are not met:

(a) that an adequate supply of safe drinking water is available;

(b) that all Post-Mix Vending Machines are of the kind approved by the Company and comply in all respects with the sanitary regulations and other regulations that the Company notifies in writing to the Bottler in connection with the preparation, bottling and sale of Post –Mix Syrups, and

(c) that the drinks dispensed through Post-Mix Vending Machines strictly conform to the instructions for the preparation of Post-Mix Syrups Drinks as periodically informed in writing by the Company Bottler.

2. The Bottler shall sample the dispensed Drinks through Post-Mix Vending Machines operated by retailers to whom the Bottler has supplied Post-Mix Syrups or of those that are operated by the Bottler, in accordance with such instructions and in the intervals that the Company shall communicate in writing, and submit the samples to the Company for inspection.

3. The Bottler shall maintain an adequate group of trained personnel who shall perform, with a reasonable frequency, periodic inspections of the Post-Mix Vending Machines operated by retailers to whom the Bottler has supplied Post-Mix Syrups. When doing these inspections, the Bottler shall ensure:

(a) that the instructions issued by the Company are being fulfilled; and

(b) that the Drinks dispensed through Post-Mix Vending Machines strictly comply with the regulations prescribed by the Company for its Drinks.

4. The Bottler shall, at its own initiative and responsibility, immediately discontinue the sale of Post-Mix Syrups to any retailer that does not comply with the regulations prescribed by the Company.

5. The Bottler shall discontinue the sale of Post-Mix Syrups to any retailer when notified by the Company that any of its Drinks dispensed through Post-Mix Vending Machines located in or adjacent to the retailers store, do not meet the regulations prescribed by the Company for Drinks or the Post-Mix Vending Machines is not of a type approved by the Company.

6. The Bottler agrees:

(a) to sell and distribute Post-Mix Syrups only in containers of the type approved by the Company and only use in such containers the labels that have been approved by the Company, and

(b) to exercise all its influence to persuade retail outlets to use glass or paper cups or other containers approved by the Company with brands approved by the Company in order that the Drinks served to the consumer are properly identified and served in an attractive and hygienic container.

Except as amended hereby, all terms, agreements and conditions contained in the Bottler Agreements apply to this additional authorization and is expressly agreed between the parties that the terms, conditions, duties and obligations of the Bottler, as set forth in the Bottler Agreements, are incorporated herein by reference and, unless the context otherwise indicates or requires, any reference in these Bottler Agreements the term "Drink" shall relate to the term "Post-Mix Syrup" for the purpose of this authorization.

This authorization may be terminated by the Company or the Bottler through notice given ninety (90) days in advance and shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

Sincerely,

EMBOTELLADORAS COCA-COLA POLAR S.A.
17 NOV 2003 HRS

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

The Coca-Cola Company

COCA·COLA PLAZA

ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

October 16, 2003

COCA-COLA POLAR ARGENTINA S.A.
Esmeralda 320, piso 6°,
Ciudad de Buenos Aires
Republic of Argentina

AUHTORIZATION FOR DISTRIBUTION

Sirs:

This letter is sent in reference to the Bottler Agreement in force as of July 1, 2003, executed by and between The Coca-Cola Company (hereinafter the "Company") and Coca-Cola Polar Argentina S.A. (hereinafter the "Bottler"), whereby the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA, and to any additional authorization granted to sell and distribute other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

The Bottler is hereby granted a non-exclusive authorization to purchase from the Company or from whomever it authorizes, the Drink BLACK FIRE in Approved Containers under the Bottler Agreements and to sell and distribute them in all the Territory, subject to the following conditions:

1. The Bottler shall purchase the Drink Black Fire only with the sole purpose of selling it within the Territory, in accordance with all relevant terms and conditions of the Coca-Cola Bottler Agreement that shall be applicable as if the Drink Black Fire had been prepared and bottled by the Bottler in its own plant.

2. The Bottler shall take possession and receive the **Drink Black Fire** purchased under this authorization from Coca-Cola de Argentina S.A. Paraguay 733, Buenos Aires, Republic of Argentina, or whoever it indicates, and shall be responsible for the transportation of the Drink Fire Black to the Territory.

3. The Bottler shall make all possible efforts and use all appropriate means, accepted and approved to develop and increase to the maximum the business of distribution and sale of the Drink Black Fire within the Territory, by the creation, stimulation, and maintenance y full satisfaction of its demand. In fulfilling this obligation, the Bottler shall have to subject its actions to the applicable laws and refrain from engaging in any act contrary to business ethics and fair practices in industrial or commercial matters.

4. The Bottler shall destine to advertising and promotion of the Drink Black Fire the funds necessary to create and steadily implement their demand, but such advertising shall not take place without the prior authorization of the Company. The Bottler shall only use, distribute, publish and maintain the advertising and promotional material that the Company authorizes.

5. The Bottler expressly acknowledges that under the Section 8 of the Coca-Cola Bottler Agreement the Company can assign to Coca-Cola de Argentina S.A. or to another Bottler the care of certain largo or important accounts ("key accounts"), provided that Coca-Cola de Argentina S.A. or the other Bottler shall acknowledge the margins for sales made to such customers.

6. This authorization may be canceled by the Company or the Bottler by giving written notice of 60 days in advance and shall terminate automatically upon the expiration or early termination of the Coca-Cola Bottler Agreement.

7. In the situations described in number 6 above, the Bottler shall immediately suspend all purchases of the Drink Black Fire from Coca-Cola de Argentina S.A. or from whom it had been instructed, and Bottler shall immediately discontinue the distribution or sale of Drinks in Approved Containers within the Territory.

8. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization. This authorization supersedes any other previous one granted by the Company to the Bottler in connection with the subject matter hereof.

This authorization shall be deemed tacitly accepted by the Bottler if within five (5) days of its receipt of the same The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling it , whatever occurs first.

Sincerely,

EMBOTELLADORAS COCA-COLA POLAR S.A.
17 NOV 2003 HRS

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV - 3 2003

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

October 16, 2003

COCA-COLA POLAR ARGENTINA S.A.
Esmeralda 320, piso 6°,
Ciudad de Buenos Aires
Republic of Argentina

AUTHORIZATION FOR DISTRIBUTION

Sirs:

This letter is sent in reference to the Bottler Agreement that is in force as of July 1, 2003, executed by and between The Coca-Cola Company (hereinafter the "Company") and Coca-Cola Polar Argentina S.A. (hereinafter the "Bottler"), by which the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA, and in relation to any additional authorization granted to sell and distribute other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

The Bottler is hereby granted a non-exclusive authorization to purchase from CICAN S.A., the canned Drinks and to sell and distribute them in all the Territory, subject to the following conditions:

1. The Bottler shall purchase the canned Drinks only with the sole purpose of selling it within the Territory, in accordance with all relevant terms and conditions of the Agreement, that shall be applicable as if the Drinks had been prepared and bottled by the Bottler in its own plant.

2. The Bottler shall take possession and receive the canned Drinks purchased under this authorization from the bottling plant of CICAN S.A. located at Saavedra 1070, Monte Grande, Partido de Esteban Echeverría, Buenos Aires Province, Argentina, and shall be responsible for the transportation of the Drinks to the Territory.

3. The Bottler shall make all possible efforts and use all appropriate means, accepted and approved to develop and increase to the maximum the business of distribution and sale of the Drinks within the Territory, by the creation, stimulation, and maintenance y full satisfaction of its demand. In fulfilling this obligation, the Bottler shall have to subject its actions to the applicable laws and refrain from engaging in any act contrary to business ethics and fair practices in industrial or commercial matters.

4. The Bottler shall destine to advertising and promotion of the Drinks the funds necessary to create and steadily implement their demand, but such advertising shall not take place without the prior authorization of the Company. The Bottler shall only use, distribute, publish and maintain the advertising and promotional material that the Company authorizes.

5. The Bottler expressly acknowledges that under the Section 8 of the Coca-Cola Bottler Agreement, the Company can assign to CICAN S.A. or to another Bottler the care of certain large or important accounts ("key accounts"), provided that CICAN S.A. or the other Bottler shall acknowledge the margins for sales made to such customers.

6. This authorization shall terminate automatically upon the expiration or early termination of the Coca-Cola Bottler Agreement. This authorization shall also terminate with respect to one or more canned Drink(s), when the Company, based on the Agreement, withdraws the authorization from the Bottler for the corresponding Drink(s).

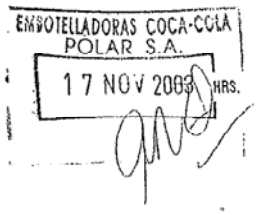
7. In the situations described in number 6 above, the Bottler shall immediately suspend all purchases of the canned Drink

from CICAN or from whom it had been instructed, and Bottler shall immediately discontinue the distribution or sale of such canned Drinks(s). Upon the expiration or termination of this authorization, the Bottler shall immediately discontinue the distributions o sale of the Drinks in Approved Containers within the Territory.

8. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization. This authorization supersedes any other previous one granted by the Company to the Bottler in connection with the subject matter hereof.

This authorization shall be deemed tacitly accepted by the Bottler if within five (5) days of its receipt of the same The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling it , whatever occurs first.

Sincerely;



Atentamente,

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV -3 2003

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

October 16, 2003

COCA-COLA POLAR ARGENTINA S.A.
Esmeralda 320, piso 6°,
Ciudad de Buenos Aires
Republic of Argentina

AUTHORIZATION FOR DITRIBUTION

Sirs:

This letter is sent in reference to the Bottler Agreement that is in force as of July 1, 2003, executed by and between The Coca-Cola Company (hereinafter the "Company") and Coca-Cola Polar Argentina S.A. (hereinafter the "Bottler"), by which the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA, and in reference to any additional authorization granted to sell and distribute other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

The Bottler is hereby granted a non-exclusive authorization to purchase from Coca –Cola Femsa de Buenos Aires S.A. the canned Drinks and the **Drink HI-C** – the latter only when it is elaborated with the process flash pasteurization- (hereinafter, "HI-C") and to sell and distribute them in all the Territory, subject to the following conditions:

1. The Bottler shall purchase the canned Drinks and **HI-C** only with the sole purpose of selling them within the Territory, in accordance with all relevant terms and conditions of the Coca-Cola Bottler Agreementthat shall be applicable as if the canned Drinks or HI-C had been prepared and bottled by the Bottler in its own plant.

2. The Bottler shall take possession and receive the canned Drinks and HI-C from Coca-Cola Femsa de Buenos Aires S.A. at the domicile it indicates, and shall be responsible for the transportation of the canned Drinks and HI-C to the Territory.

3. The Bottler shall make all possible efforts and use all appropriate means, accepted and approved to develop and increase to the maximum the business of distribution and sale of the canned Drinks and HI-C within the Territory, by the creation, stimulation, and maintenance y full satisfaction of its demand. In fulfilling this obligation, the Bottler shall have to subject its actions to the applicable laws and refrain from engaging in any act contrary to business ethics and fair practices in industrial or commercial matters.

4. The Bottler shall destine to advertising and promotion of the canned Drinks and HI-C the funds necessary to create and steadily implement their demand, but such advertising shall not take place without the prior authorization of the Company. The Bottler shall only use, distribute, publish and maintain the advertising and promotional material that the Company authorizes.

5. The Bottler expressly acknowledges that under the Section 8 of the Coca-Cola Bottler Agreement, the Company can assign to Coca-Cola de Argentina S.A. or to another Bottler the care of certain largo or important accounts ("key accounts"), provided that Coca-Cola de Argentina S.A. or the other Bottler shall acknowledge the margins for sales made to such customers.

6. This authorization shall be effective as from December 1, 2002 and shall expire November 30, 2003, or upon its early termination. This authorization shall also terminate with respect to one or more canned Drink(s), when the Company, based on the Agreement, withdraws the authorization granted to the Bottler for the corresponding Drink(s).

7. In the situations described in number 6 above, the Bottler shall immediately suspend all purchases of the canned Drinks and HI-C from Coca-Cola Femsa de Buenos Aires S.A. or from whom it had been instructed, and Bottler shall immediately discontinue the distribution or sale of such canned Drinks(s).

8. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization. This authorization supersedes any other previous one granted by the Company to the Bottler in connection with the subject matter hereof.

This authorization shall be deemed tacitly accepted by the Bottler if within five (5) days of its receipt of the same The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling it , whatever occurs first.

Sincerely,

EMBOTELLADORAS COCA-COLA POLAR S.A.
17 NOV 2003 HRS.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: NOV -3 2003

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

November 18, 2003

Messrs
Coca-Cola Polar Argentina S.A.
Esmeralda 320, 6° Piso "B"
2035ABH Buenos Aires
Republic of Argentina

Dear Sirs,

Bottler Agreement for NATIVA

We have the pleasure of contacting you with the purpose of proposing the execution of a Bottler Agreement subjet to the following terms:

"THIS AGREEMENT effective as of November 17, 2003, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Repúblic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), which formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or ways;

B. The Company owns the trademark NATIVA that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in the Republic of Argentina, among other countries;

D. The parties to this instrument are also parties to a contract dated effective July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were incorporated in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "Concentrate" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-

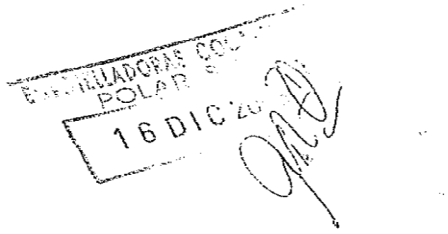
Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: 02/12/2003



The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

November 28, 2003

COCA-COLA POLAR ARGENTINA S.A.
Esmeralda 320, piso 6°,
Ciudad de Buenos Aires
Republic of Argentina

AUTORIZACIÓN PARA DISTRIBUCION

Sirs:

This letter is sent in reference to the Bottler Agreement that is in force as of July 1, 2003, executed by and between The Coca-Cola Company (hereinafter the "Company") and Coca-Cola Polar Argentina S.A. (hereinafter the "Bottler"), by which the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA and in reference to any additional authorization granted to sell and distribute other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.
The Bottler is hereby grants a non-exclusive authorization to purchase from the Coca –Cola Femsa de Buenos Aires S.A., the Drinks establishedherein bellow, subject to the following conditions (hereinafter the Drinks):

a) 354cm3 can (las "Cans")
Coca-Cola
Coca-Cola Light
Sprite
Sprite Light
Fanta Naranja
Quatro Pomelo

b) 200 cm3 y 1.250 cm3 HI-C non returnable PET bottle ("HI-C").

c) Pet 500/600
Fanta Naranja
Quatro Pomelo
Nativa
Agua Kin con y sin gas

To sell and distribute them within the territory, subject to the following conditions:

1. The Bottler shall purchase the Drinks only with the sole purpose of selling them within the Territory, in accordance with all relevant terms and conditions of the Coca-Cola Bottler Agreement that shall be applicable as if the Drinks had been prepared and bottled by the Bottler in its own plant.

2. The Bottler shall take possession and receive the Drinks at the domicile that Coca-Cola Femsa de Argentina S.A. indicates, and shall be responsible for the transportation of the Drinks to the Territory.

3. The Bottler shall make all possible efforts and use all appropriate means, accepted and approved to develop and increase to the maximum the business of distribution and sale of the Drink Black Fire within the Territory, by the creation, stimulation, and maintenance y full satisfaction of its demand. In fulfilling this obligation, the Bottler shall have to subject its actions to the applicable laws and refrain from engaging in any act contrary to business ethics and fair practices in industrial or

commercial matters.

4. The Bottler shall destine to advertising and promotion of the Drinks the funds necessary to create and steadily implement their demand, but such advertising shall not take place without the prior authorization of the Company. The Bottler shall only use, distribute, publish and maintain the advertising and promotional material that the Company authorizes.

5. The Bottler expressly acknowledges that under Section 11 of the Coca-Cola Bottler Agreement the Company can assign to Coca-Cola de Argentina S.A. or to another Bottler the care of certain largo or important accounts ("key accounts"), provided that Coca-Cola de Argentina S.A. or the other Bottler shall acknowledge the margins for sales made to such customers.

6. This authorization shall expire on December 31, 2004 or earlier termination. This authorization shall also terminate with respect to one or more drink(s), when the Company, based on the Contract, withdraws the authorization from the Bottler regarding the corresponding Drink(s).

7. In the situations described in number 6 above, the Bottler shall immediately suspend all purchases of the Drink Black Fire from Coca-Cola Femsa de Argentina S.A. or from whom it had been instructed, and Bottler shall immediately discontinue the distribution or sale of Drinks in Approved Containers within the Territory.

8. This authorization supercedes the authorization granted to the Bottler in order to by canned drinks from CICAN S.A., dated November 30, 2004.

9. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization. This authorization supersedes any other previous one granted by the Company to the Bottler in connection with the subject matter hereof.

This authorization shall be deemed tacitly accepted by the Bottler if within five (5) days of its receipt of the same The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling it , whatever occurs first.

THE COCA-COLA COMPANY

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

March 21, 2004

Messrs
Coca-Cola Polar Argentina S.A.
Esmeralda 320, 6° Piso “B”
2035ABH Buenos Aires
Republic of Argentina

REF: Bottler Agreement for SPRITE ZERO

Dear Sirs:

We have the pleasure of contacting you with the purpose of proposing the execution of a Bottler Agreement subjet to the following terms:

“THIS AGREEMENT effective as of March 26, 2004, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Repúblic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), which formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or ways;

B. The Company owns the trademark SPRITE CERO that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in the Republic of Argentina, among other countries;

D. The parties to this instrument are also parties to a contract dated effective July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were incorporated in extenso; subject to

(1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "Concentrate" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "*Concentrate*" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

THE COCA-COLA COMPANY

Por: _____

Vicepresidente

Fecha: APR - 5 2004

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

March 31, 2004

Messrs
Coca-Cola Polar Argentina S.A.
Esmeralda 320, 6° Piso "B"
2035ABH Buenos Aires
Republic of Argentina

REF: Bottler Agreement for SPRITE ZERO

Dear Sirs:

We have the pleasure of contacting you with the purpose of proposing the execution of a Bottler Agreement subjet to the following terms:

"THIS AGREEMENT effective as of March 26, 2004, is entered into by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, (hereinafter, the "Company") and Coca-Cola Polar Argentina S.A., a company organized and existing under the laws of the Repúblic of Argentina, (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), which formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drinks*") to be sold in bottles and other containers and in other forms or ways;

B. The Company owns the trademark SPRITE CERO that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and Drinks (hereinafter, the "Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and syrups in the Republic of Argentina, among other countries;

D. The parties to this instrument are also parties to a contract dated effective July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink denominated Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for understood o be incorporated by reference to this document as if they were incorporated in extenso; subject to (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks, (2) when the word "Concentrate" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "*Concentrate*" and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola

Bottler Agreement.

This proposal of Agreement is deemed to be tacitly accepted by the Bottler if within five (5) days as of the receipt of the same, The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling the same, whichever occurs first.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: APR - 5 2004

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

November 26, 2004

COCA-COLA POLAR ARGENTINA S.A.
Esmeralda 320, piso 6°,
Ciudad de Buenos Aires
Republic of Argentina

RE: Authorization for distribution

Sirs:

This letter is sent in reference to the Bottler Agreement that is in force as of July 1, 2003, executed by and between The Coca-Cola Company (hereinafter the "Company") and Coca-Cola Polar Argentina S.A. (hereinafter the "Bottler"), by which the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA and in reference to any additional authorization granted to sell and distribute other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise. The Bottler is hereby granted a non-exclusive authorization to purchase from Coca –Cola Femsa de Buenos Aires S.A. the Drinks detailed bellow (hereinafter “the Drinks):

a) Can of 354cm3 (the"Cans")
Coca-Cola
Coca-Cola Light
Sprite
Sprite Zero
Fanta Naranja
Quatro Pomelo

b) HI-C non-returnable bottle PET 200 cm3 y 1.250 cm3 ("HI-C").

c) Pet 500/600 bottles
Fanta Naranja
Quatro Pomelo
Nativa
Agua Kin con y sin gas

In order to to sell and distribute them in all the Territory, subject to the following conditions:

1. The Bottler shall purchase the Drinks only with the sole purpose of selling it within the Territory, in accordance with all relevant terms and conditions of the Coca-Cola Bottler Agreement that shall be applicable as if the Drinks had been prepared and bottled by the Bottler in its own plant.

2. The Bottler shall take possession and receive the Drinks at the domicile indicated by Coca-Cola de Femsa Argentina S.A., and shall be responsible for the transportation of the Drinks to the Territory.

3. The Bottler shall make all possible efforts and use all appropriate means, accepted and approved to develop and increase to the maximum the business of distribution and sale of the Drinks within the Territory, by the creation, stimulation, and maintenance y full satisfaction of its demand. In fulfilling this obligation, the Bottler shall have to subject its actions to the applicable laws and refrain from engaging in any act contrary to business ethics and fair practices in industrial or commercial matters.

4. The Bottler shall destine to advertising and promotion of the Drinks the funds necessary to create and steadily implement their demand, but such advertising shall not take place without the prior authorization of the Company. The Bottler shall only use, distribute, publish and maintain the advertising and promotional material that the Company authorizes.

5. The Bottler expressly acknowledges that under the Section 11 of the Coca-Cola Bottler Agreement the Company can assign to Coca-Cola de Argentina S.A. or to another Bottler the care of certain largo or important accounts ("key accounts"), provided that Coca-Cola de Argentina S.A. or the other Bottler shall acknowledge the margins for sales made to such customers.

6. This authorization shall expire on November 30, 2004 or upon its earlier termination. This authorization shall also terminate with respect to one or more Drink(s), when the Company, based on the Contract, withdraws the authorization from the Bottler regarding the corresponding Drink(s).

7. In the situations described in number 6 above, the Bottler shall immediately suspend all purchases of the Drinks from Coca-Cola Femsa de Argentina S.A. and in case of the withdrawal of the authorization for any of the Drinks(s), it shall do so with respectoto any such Drink(s).

8. This authorization supercedes the authorization granted to the Bottler in order to by canned drinks from CICAN S.A., dated December 31, 2004.

9. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization. This authorization supersedes any other previous one granted by the Company to the Bottler in connection with the subject matter hereof.

This authorization shall be deemed tacitly accepted by the Bottler if within five (5) days of its receipt of the same The Coca-Cola Company was not notified of its rejection or the Bottler had began fulfilling it , whatever occurs first.

Sincerely,

THE COCA-COLA COMPANY

Por: _____

Vice President

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

December 7, 2004

Messrs
Coca-Cola Polar Argentina S.A.
Esmeralda 320, 6° Piso "B"
2035ABH Buenos Aires
Republic of Argentina

RE: APPROVED CONTAINERS

Sirs:

In reference to Bottler Agreement, effective as of July 1st, 2003, entered into by and between The Coca-Cola Company (hereinafter referred to as the "Company") and Coca-Cola Polar Argentina S.A. (heinafter the "Bottler"), whereby the Company authorized the Bottler to prepare, distribute and sell the Drink Coca-Cola and other authorizations for other beverages identified with different brands owned by the Company (hereinafter collectively referred to as the "Bottler Agreements").

The terms used in this authorization have the same meaning defined in the Bottler Agreements, unless a different meaning is given.

Effective as from 1/7/03, the Approved Containers that the Bottler is authorized to use to prepare, bottle, distribute and sell the Beverages authorized under the Bottler Agreements are:

Producto-Product	***Envase-Container***	***Capacidad-Capacity***
Coca-Cola	Botella de vidrio returnable Returnable glass bottle	200 cm3; 285 cm3; 330 cm3; 350 cm3; 1000 cm3; 1250 cm3; 1500 cm3
Coca-Cola	Botella de vidrio no returnable Non-returnable glass bottle	237 cm3; 250 cm3; 500 cm3
Coca-Cola	Botella retornable REPPET Returnable REPPT bottle	1500 cm3; 2000 cm3
Coca-Cola	Botella no retornable PET Non-returnable PET	500 cm3; 600 cm3; 1000 cm3; 1500 cm3; 2000 cm3; 2250 cm3; 2500 cm3; 3000 cm3
Coca-Cola Light	Botella de vidrio returnable Returnable glass bottle	350 cm3
Coca-Cola Light	Botella de vidrio no returnable Non-returnable glass bottle	237 cm3
Coca-Cola Light	Botella retornable REPPET Returnable REPPT bottle	1500 cm3
Coca-Cola Light	Botella no retornable PET Non-returnable PET bottle	500 cm3; 600 cm3; 1000 cm3; 1500 cm3; 2000 cm3
Fanta	Botella de vidrio returnable Returnable glass bottle	250 cm3-, 350 cm3; 1000 cm3; 1250 cm3; 1500 cm3
Fanta	Botella de vidrio no returnable Non-returnable glass bottle	237 cm3; 250 cm3; 500 cm3
Fanta	Botella retornable REPPET Returnable REPPT bottle	1500 cm3; 2000 cm3
Fanta	Botella no retornable PET Non-returnable PET bottle	500 cm3; 600 cm3; 1000 cm3; 1500 cm3; 2000 cm3; 2250 cm3; 2500 cm3

HI-C	Botella no retornable PET Non-returnable PET bottle	200 cm3; 500 cm3; 1250 cm3; 1750 cm3
Kin	Botella de vidrio no returnable Non-returnable glass bottle	500 cm3
Kin	Botella no retornable PET Non-returnable PET bottle	500 cm3; 1500 cm3; 2000 cm3; 2250 cm3
Quatro	Botella de vidrio returnable Returnable glass bottle	330 cm3; 350 cm3; 1250 cm3
Quatro	Botella de vidrio no returnable Non-returnable glass bottle	237 cm3; 250 cm3; 500 cm3
Quatro	Botella retornable REPPET Returnable REPPET bottle	1500 cm3; 2000 cm3
Quatro	Botella no retornable PET Non-returnable PET bottle	500 cm3; 600 cm3; 1500 cm3; 2000 cm3; 2250 cm3
Sprite	Botella de vidrio returnable Returnable glass bottle	295 cm3; 350 cm3; 1000 cm3; 1250 cm3; 1500 cm3;
Sprite	Botella de vidrio no returnable Non-returnable glass bottle	237 cm3; 250 cm3; 500 cm3
Sprite	Botella retornable REPPET Returnable REPPET bottle	1500 cm3; 2000 cm3
Sprite	Botella no retornable PET Non-returnable PET bottle	500 cm3; 600 cm3; 1000 cm3; 1500 cm3; 2000 cm3; 2250 cm3; 2500 cm3
Sprite Zero	Botella de vidrio no returnable Non-returnable glass bottle	237 cm3
Sprite Zero	Botella no retornable PET Non-returnable PET bottle	500 cm3; 1500 cm3; 2000 cm3
Taí	botella no retornable PET Non-returnable PET bottle	2250 cm3

All provisions, conditions, terms and measures of the Bottler Agreements remain in full force and effect.

This authorization may be canceled or modified by the Company at any time and will automatically terminate upon the expiration or early termination of the Bottler Agreements.

This authorization supercedes all previous authorizations granted by the Company to Bottler in connection with the subject matter of this authorization.

Sincerely,

THE COCA-COLA COMPANY

Por: _____

Vice President

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

December 27, 2004

COCA-COLA POLAR ARGENTINA S.A.
Esmeralda 320, piso 6°,
Ciudad de Buenos Aires
República Argentina

Authorization for distribution

Sirs:

This letter is sent in reference to the Bottler Agreement that is in force as of July 1st, 2003, executed by and between The Coca-Cola Company (hereinafter the "Company") and Coca-Cola Polar Argentina S.A. (hereinafter the "Bottler"), by which the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA and in reference to any additional authorization granted to sell and distribute other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise. The Bottler is hereby granted a non-exclusive authorization to purchase from Coca –Cola Femsa de Buenos Aires S.A. the Drinks detailed bellow (hereinafter "the Drinks):

a) Can of 354cm3 (the"Cans")
Coca-Cola
Coca-Cola Light
Sprite
Sprite Zero
Fanta Naranja
Quatro Pomelo

d) HI-C non-returnable bottle PET 200 cm3 y 1.250 cm3 ("HI-C").

e) Pet 500/600 bottles
Fanta Naranja
Quatro Pomelo
Nativa
Agua Kin con y sin gas

In order to sell and distribute them in all the Territory, subject to the following conditions:

1. The Bottler shall purchase the Drinks only with the sole purpose of selling it within the Territory, in accordance with all relevant terms and conditions of the Coca-Cola Bottler Agreement that shall be applicable as if the Drinks had been prepared and bottled by the Bottler in its own plant.

2. The Bottler shall take possession and receive the Drinks at the domicile indicated by Coca-Cola de Femsa Argentina S.A., and shall be responsible for the transportation of the Drinks to the Territory.

3. The Bottler shall make all possible efforts and use all appropriate means, accepted and approved to develop and increase to the maximum the business of distribution and sale of the Drinks within the Territory, by the creation, stimulation, and maintenance y full satisfaction of its demand. In fulfilling this obligation, the Bottler shall have to subject its actions to the applicable laws and refrain from engaging in any act contrary to business ethics and fair practices in industrial or commercial

matters.

4. The Bottler shall destine to advertising and promotion of the Drinks the funds necessary to create and steadily implement their demand, but such advertising shall not take place without the prior authorization of the Company. The Bottler shall only use, distribute, publish and maintain the advertising and promotional material that the Company authorizes.

5. The Bottler expressly acknowledges that under the Section 11 of the Coca-Cola Bottler Agreement the Company can assign Servicios y Productos para Bebidas Refrescantes SRL or to another Bottler the care of certain largo or important accounts ("key accounts"), provided that Servicios y Productos para Bebidas Refrescantes SRL or the other Bottler shall acknowledge the margins for sales made to such customers.

6. This authorization shall expire on December 31, 2005 or upon its earlier termination. This authorization shall also terminate with respect to one or more Drink(s), when the Company, based on the Contract, withdraws the authorization from the Bottler regarding the corresponding Drink(s).

7. In the situations described in number 6 above, the Bottler shall immediately suspend all purchases of the Drinks from Coca-Cola Femsa de Argentina S.A. and in case of the withdrawal of the authorization for any of the Drinks(s), it shall do so with respectoto any such Drink(s).

8. This authorization supercedes the authorization granted to the Bottler in order to by canned drinks from CICAN S.A., dated December 31, 2005.

9. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization. This authorization supersedes any other previous one granted by the Company to the Bottler in connection with the subject matter hereof.

This authorization shall be deemed tacitly accepted by the Bottler if within five (5) days of its receipt of the same The Coca-Cola Company was not notified of its rejection or the Coca-Cola Polar Argentina S.A. had began fulfilling it , whatever occurs first.

Sincerely,

Atentamente,

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: _____

1.2.5 Brasil's Bottler's Agreement RJR

BOTTLER AGREEMENT

THE FOLLOWING AGREEMENT, executed and effective as of October 4, 2007, by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, with its headquarters located at One Coca-Cola Plaza, N.W., Atlanta, State of Georgia, 30313, United States of America (hereinafter, the "Company") and RIO DE JANEIRO REFRESCOS LTDA., a company organized and existing under the laws of Brazil, domiciled in Rua André Rocha, 2299 Taquara, Jacarepaguá, 22710-561 - Rio de Janeiro, RJ, Brasil (hereinafter, the "The Bottler").

IT STATED THAT:

IN CONSIDERATION THAT,

A. The Company is engaged in the manufacture and sale of bases, essences and other ingredients for beverages and a concentrate base for beverages (hereinafter, the "Concentrate"), whose formula is a trade secret of the Company, from which a syrup or powder is elaborated to prepare non alcoholic beverages (hereinafter, the "Syrup"); and is also engaged in the manufacture and sale of the Syrup, and this concentrate is used in the elaboration of a non-alcoholic beverage (hereinafter, the "Drink") to be sold in bottles and other containers, and in other forms or ways;

B. The Company is the rightful holder of the Trademarks, including "Coca-Cola" and "Coke", that distinguish the Concentrate, the Syrup and the Drinks, and the brand consist of a Featured Bottle of different sizes in which the Drink has been commercialized for many years, a presentation of the Featured Bottle, a mechanism with the Dynamic Ribbon and intellectual property embodied in the characteristic commercial presentation, other figurative mechanisms and packaging elements related with the Concentrate and the Syrup (the bands "Coca-Cola", "Coke", the Featured Bottle, the presentation of the Featured Bottle, the Dynamic Ribbon, the intellectual property embodied in the characteristic commercial presentation, other figurative mechanisms and packaging elements related to the Concentrate, the Syrup and the Drink and any additional trademarks that the Company may take from time to time with the purpose of distinguishing the Concentrate, the Syrup and the Drink, shall hereinafter be referred to as the "Trademarks");

C. The Company has the exclusive right to prepare, bottle, pack, distribute and sell the Drink and the right to manufacture and sell the Concentrate and the Syrup in Basil, among other countries;

D. The Company has designated and authorized certain third parties to supply the Concentrate to the Bottler (hereinafter, the "Authorized Providers");

E. The Bottler has requested the approval of the Company to use the Trademarks in connection with the preparation, bottling, packaging, distribution and sale of the Drink within a territory, and all over it, as defined and described in this Contract;

F. The Company is willing to grant the requested authorization to the Bottler pursuant to the terms and conditions set forth in this Contract.

THEREFORE, the abovementioned parties agree the following:

I. PURPOSE OF THE CONTRACT.

1. The Company, hereby, authorizes the Bottler, and the latter undertakes, subject to the following terms and conditions, to prepare and bottle the Drink in the containers that may be approved from time to time in writing by the Company (hereinafter, the "Approved Containers") to distribute and sell the same under the Trademarks within, but only within, the following territory (hereinafter the "Territory"):

RIO DE JANEIRO
"An area in the state of Minas Gerais, limited by a line that begins and includes the city of NANUQUE; from there, in southwest direction, until the diving line of the state of Espírito Santo, and from there in southwest/south direction, always along the edge of the diving line of the state of Espírito Santo, until and including the town of ESPERA FELIZ of the state of Minas Gerais, from there in southeast direction until the dividing line of the states of Espírito Santo and Río de Janeiro, from there in southeast direction, always along the edge of the diving line between the state of Río de Janeiro, until and excluding the city of ALÉM PARAÍBA from there, in southwest direction, until and excluding the city of TERESÓPOLIS; from there,

in a straight line, in southwest direction, until and excluding the city of PETRÓPOLIS; from there, in a straight line, in northwest direction until and including the city of AVELAR; from there, in southwest direction, until and including the city of MIGUEL PEREIRA; from there in a straight line, in southwest direction, until and including the town of PORTELA GOBERNADOR; from there in southwest direction, until and excluding the city of ENGENHEIRO PAULO DE FRONTIM; from there in a straight line in southwest direction until and including the town of SEROPÉDICA; from there and in a straight line, in southwest direction until and including the city of MANGARATIBA; from there and in a southeast/ east/ northeast direction, always along ALL THE COAST of the states of RÍO DE JANEIRO and ESPÍRITO SANTO, until finding a coast line that divides the state states of Espírito Santo and Bahia; from there, towards the northwest following the line that divides the states of Espírito Santo and Bahia, until and including the city of NANUQUE in the state of Minas Gerais, the starting point of this official territory.

Moreover, this description includes the islands of PAQUETÁ, BROCOLÓ, POMBESA, DAS COBRAS, FISCAL, DE VILLEGAIGNON, DO FUNDÃO, DO GOVERNADOR and MOCANGUE GRANDE.

2. The Company or its Authorized Providers shall sell and deliver to the Bottler the quantities of Concentrate that the Bottler may request from, time to time, understanding that the Bottler shall request and the Company or its Authorized Providers shall sell and deliver to the Bottler only the amounts of Concentrate that are necessary and sufficient implement this Contract. Thus, the Bottler agrees and undertakes to purchase the Concentrate solely from the Company or its Authorized Providers.

3. The Bottler shall exclusively use the Concentrate to prepare the Syrup and to prepare and bottle the Drink according to the indications provided, from time to time, by the Company. The Bottler undertakes not to sell or resell the Concentrate or Syrup or allow that it ends up in the possession of third parties, without the prior written consent of the Company.

4. The Company reserves for itself the private and exclusive right to determine, at any time, the formula, composition or the ingredients of the Concentrate, Syrup and the Drink.

5. Except as expressly provided in this Contract and during the term of the Contract hereof, the Company shall refrain from selling or distributing, or arranging the sale or distribution, of the Drink within the Territory in Approved Containers. However, the Company reserves for itself the right to prepare and bottle the Drink in any container for its sale within or outside of the Territory, and to prepare, bottle, distribute or sell, or authorize third parties to prepare, bottle, distribute or sell the Drink within the Territory in any container other than an Approved Container.

II. OBLIGATIONS OF THE BOTTLER RELATED TO COMMERCIALIZATION, PLANNING AND REPORTING

6. The Bottler agrees and commits to the Company:

a) to make its best efforts and employ all possible and approved means to promote, develop and exploit all company potentials to prepare , bottle, distribute, market and sell the Drink in the Territory creating, stimulating and expanding the future demand of the Drink and fully cover in all aspects the current demand of the same;

b) Shall prepare, bottle, distribute and sell the quantities of the Drink that cover in all aspects the total demand of the Drink within the Territory; however, with the prior written consent of the Company, the Bottler may purchase the Drink in Approved Containers from third parties designated in writing by the Company for their resale within the Territory;

c) Shall invest all capital and obtain and employ all funds necessary for the organization, settlement, operation, maintenance and replacement within the Territory, of the facilities and equipment for the manufacture, storage, commercialization, distribution, delivery, transportation and others that may be necessary for the implementation of this Contract;

d) Shall provide a competent and well-trained management and recruit, train, maintain and manage all personnel necessary and sufficient, in all aspects, in order for the Bottler to meet all the obligations under the terms of this Contract;

e) Shall provide to the Company, once per calendar year, a written plan or program, acceptable for the Company in form and substance, or in accordance with the Bottler's obligations under this Contract, showing in detail of the Bottler’s activities planned for the following twelve month period or for any such other period as may be requested by the Company in order to diligently implement such program or plan, and provide to the Company, as may be requested, reports on the progress of the program, in an acceptable manner;

f) Shall provide the Company with accurate and updated information on the production, distribution and sale of the Drink with the frequency, the details and in the form requested by the Company; and

g) Shall keep exact books, accounts and records, and provide to the Company financial, accounting and other information it may request to enable it to verify if the Bottler is maintaining the reasonably necessary consolidated financial capacity to undertake with its obligations under this Contract in acknowledgment of the interest that the Company has to maintain, promote and protect the performance, efficiency and overall integrity of the bottling, distribution and sales system.

7. The Bottler undertakes to, at its own expense, budget and spend funds for the advertisement, commercialization and promotion of the Drink that may be reasonably requested by the Company in order to create, stimulate and maintain the demand for the Drink within the Territory, provided- that the Bottler shall submit all advertising, marketing and promotional projects concerning Trademarks or the Drink to the prior approval of the Company and that it shall only use, publish, maintain or distribute the advertising, commercial or promotional material related to the Trademarks or the Drink that the Company approves and authorizes. The Company may agree, from time to time, and once the terms and conditions set forth in each case are set, to financially contribute to the Bottler's marketing programs. The Company may also conduct, at its own expense and regardless of the Bottler, any additional sales, advertising or promotion activities within the Territory that it deems useful or appropriate.

8. (a) The Bottler acknowledges that the Company has entered or may enter into contracts similar to this Contract with other third parties outside of the Territory, and accepts the limitations that such contracts may reasonably impose to the Bottler in the management of its business hereunder. The Bottler undertakes to conduct its business in order to avoid conflict with such third parties and, in case of any disputes with them, it shall make all reasonable efforts to resolve them amicably.

b) The Bottler shall not object to additional acts that the Company considers necessary and justified to be adopted in order to protect and improve the sales and the distribution system of the Drink, including, but not limited to, those acts that may be adopted regarding the provision to important and/or special customers whose activities transcend the limits of the Territory, even if such measures should limit the Bottler's rights under this Contract.

9. The Bottler, acknowledging the important benefit that the uniform external appearance of the equipment of distribution and other equipment and materials utilized subject to this Contract provides to himself and to all other parties mentioned in Section 8 (a) above, undertakes to accept and apply the rules adopted and issued from time to time by the Company regarding the design and decoration of trucks and other delivery vehicles, crates, cardboard boxes, vending machines and other materials and equipment utilized in the distribution and sale of the Drink.

10. The Bottler acknowledges and agrees that the widest distribution and direct sales of the Drink at retailers points of sales and to final consumers within the Territory is essential to fully meet the demand for the Drink under this Contract. Due to the known advantages of the direct distribution, the Bottler shall be authorized to distribute and sell the Drink to wholesalers within the Territory, that only sell to retailers points of sale in the Territory. Any other method of distribution shall be subject to the prior written approval of the Company.

11. (a) The Bottler shall prevent the sale or distribution of the Drink, in any way, outside of the Territory.

(b) Should the Drink prepared, bottled, distributed or sold by the Bottler be found in the Territory of another authorized Bottler or authorized dealer (hereinafter, the "Affected Bottler") then, in addition to all other available legal resources available to the Company:

(1) The Company may, at its sole discretion, immediately cancel **the** authorization of such bottle(s) found in the Affected Bottler's territory;

(2) The Company may charge the Bottler a compensation value for the Drink found in the territory of the Affected Bottler, that shall include loss of future earnings (*lucrum cessans*), expenses and other costs incurred by both the Company and the Affected Bottler;

(3) The Company may purchase any Drink prepared, bottled, distributed or sold by the Bottler found in the territory of the Affected Bottler, and the Bottler shall reimburse the Company, in addition to any other obligations that it may have under this Contract, the cost of the Company to purchase, transport and/or destruct such Drink.

(c) Should the Drink prepared, bottled, distributed or sold by the Bottler be found in the territory of an Affected Bottler, the Bottler shall provide to the representatives of the Company all sales agreements and other records related to the Drink and assist the Company in all investigations related to the sale or distribution of Drink outside of the Territory.

(d) The Bottler shall immediately inform the Company if, at any time, there is any request or offer to purchase the Drink made by a third party, when the Bottler knew or had a reason to believe or suspect that such request or offer would result in the Drink being marketed, sold, resold, distributed or redistributed outside of the Territory, in breach of this Contract.

III. OBLIGATIONS OF THE BOTTLER CONCERNING THE TRADEMARKS

12. The Bottler shall always acknowledge the validity and ownership by the Company of Trademarks, and shall never challenge the validity and ownership of the Trademarks.

13. Nothing in this Contract shall give the Bottler any whatsoever participation in the Trademarks or the *crédito mercantil* (goodwill) related to the same or regarding any label, design, bottling or other visual representations of the same or used in connection therewith; and the Bottler acknowledges and agrees that all rights and interests created through the use of these Trademarks, labels, designs, containers or other visual representations shall benefit and belong to the Company. The Company and the Bottler agree and under the terms of this Contract, the Bottler is only awarded a simple temporary permit, not related to any right or interest and with no payment of any fee or royalty, to use such Trademarks, labels, designs, containers or other visual representations thereof, in connection with the preparation, bottling, distribution and sale of the Drink in Approved Containers; understanding that such use that shall have to be exercised in such way and result so that all *crédito mercantil* (goodwill) related thereto is vested into the Company as the source and origin of the said Drink, and the Company shall have the absolute right to determine in each case, the type of presentation and the other measures necessary or advisable to ensure the compliance with this Section 13.

14. The Bottler shall not adopt or use any name, corporate name, business name, title or other commercial designation that includes the words "Coca-Cola", "Coca", "Cola", "Coke" or any of them, or any name similar to any of these that may cause confusion with any of them, or any graphic or visual representation of the Trademarks nor of any other trademark or intellectual property of the Company, without the prior written consent of the Company.

15. The Bottler undertakes and accepts that, during the term of this Contract and in compliance with applicable laws that, it shall:

(a) not manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected with any business representation (“Trade Dress”) or any container that is an imitation of a business representation (“Trade Dress”) or container in which the Company claims an exclusive intellectual property interest or that may be confused with such commercial representation (“Trade Dress”) or container, that causes confusion with the same, or that may be perceived by consumers as being similar to them, being able to cause confusion with them, that is, fraudulently presented as them;

(b) not manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected to any trademark or other denomination that mimics or infringes any Trademarks or that may probably be a fraudulent representation of any product destined to lead the public to believe it comes from the Company, due to the association of the Bottler with the business of manufacturing, preparing, bottling, distribution and sale of the Drink. Without this limiting in any way the foregoing, it is hereby understood and expressly established that the use of the word "Coca" or an equivalent in local language or phonics, in any format or way, or any graphic word or sound similar to or that is an imitation of the same, in any product other than a product of the Company, shall be considered a breach of the registered trademark "Coca-Cola" or as an attempt to generate confusion;

(c) not manufacture, prepare, bottle, distribute, sell, negotiate or in any way be related to non-alcoholic drinks different to those prepared, bottled, distributed or sold by the Bottler with the authorization of the Company, except with the prior written consent of the same thereof;

(d) not use delivery vehicles, crates, cardboard boxes, vending machines and other equipment that represent the Trademarks, for the distribution and sale of any other products different to those identified by the Trademarks, without the prior written authorization of the Company;

(e) not manufacture, prepare, bottle, distribute, sell, negotiate or otherwise relate with any other concentrate, base for beverage, syrup or drink that would probably be or confused with the Concentrate, the Syrup or the Drink, o be a fraudulent presentation of the same;

(f) not manufacture, prepare, bottle, distribute, sell, negotiate or otherwise interact with (i) any drink commercialized under the denomination "cola" (either on its own or jointly with any other word or words) or any phonetic interpretation of such word, or (ii) any drink commercialized under the name "cola" or that in another way is an imitation of the Concentrate, the

Syrup or the Drink or that may probably have to be replaced by them during the term of this Contract and, in recognition of the valuable rights conferred by the Company to the Bottler, , for an additional period of two years following this date, and

(g) Not acquire or hold, directly or indirectly, any participation in the property of, or enter into any contract or agreement regarding the administration or control of any individual or legal entity, within or outside the Territory, to perform any of activities prohibited by this Section 15.

The agreements contained herein are applicable not only to the activities which the Bottler may have a directly relationship, but also to activities in which the Bottler may have an indirect interest through the ownership, control, management, partnership, agreement or otherwise, whether within or outside the Territory.

16. The parties understand and agree that in the event that:

(a) a third party who is, at the Company's judgment, interested directly or indirectly, through ownership, control, management or otherwise is related to the manufacture, preparation, bottling, distribution or sale of any product specified in Section 15 of this Contract, acquires or otherwise obtains the control or has any direct or indirect influence on the administration of the Bottler; or

(b) any individual, firm or company that has a majority participation in or the direct or indirect control of the Bottler or that is directly or indirectly controlled by the Bottler or by any third party that, according to the Company, has the control or any direct or indirect influence on the administration of the Bottler, be involved in the preparation, bottling, distribution or sale of any of the products specified in Section 15 herein;

The Company reverses the right to terminate this Contract immediately without any liability for damages or losses, unless the third party making the acquisition referred to in sub-section(a) herein, or the individual, firm or company referred to in sub-section(b) hereof, accepts -upon notification in writing by the Company informing its intention to terminate this Contract- to cease and, *de facto*, ceases manufacturing, preparing, bottling, distributing or selling the said Product(s) within a reasonable term, which shall not exceed six (6) months, as from the date of the notification.

17. (a) If the Company, for the purposes specified in this Contract, requests, in accordance to applicable laws governing the intellectual property registration and license, that the Bottler registers as a registered user or licensee of the Trademarks, then, through the request of the Company, the Bottler shall enter into any and all documents necessary to legalize, modify or cancel the required registration or record.

(b) If the public authority, that is competent, rejects any application of the Company or the Bottler for the registration of the Bottler as registered user or licensee of any Trademarks regarding the Drink, the Company shall have the right to terminate this Contract immediately.

IV. BOTTLER OBLIGATIONS REGARDING THE PREPARATION AND BOTTLING OF THE DRINK

18. (a) The Bottler agrees and undertakes to use the Concentrate only in the preparation of the Syrup and the Syrup, only to prepare and bottle the Drink, strictly follow and comply with the written instructions that the Company shall form time to time deliver to the Bottler. The Bottler further agrees and undertakes that, in the preparation, bottling and distribution of the Drink it shall comply at all times with the standards, including quality, hygiene, environmental and other regulations established from time to time in writing by the Company and all applicable legal requirements.

(b) The Bottler, knowing the relevance of being able to identify the manufacturer of the Drink in the market, agrees to use identification codes in all bottling materials of the Drink, including Approved Containers and non-returnable boxes. The Bottler also agrees to install, maintain and operate the necessary machinery and equipment to apply such identification codes. The Company shall deliver to the Bottler from time to time the necessary written instructions, concerning the format of the identification codes used by the Bottler and the production and sales records that the Bottler must keep.

(c) In the event that the Company evidences or becomes aware of the existence of any quality or technical problems regarding the drink o the Approved Containers for the Drink, the Company shall be entitled to obligate the Bottler to adopt all necessary measures to immediately retrieve all the Drink or the Drink from such market or commerce, as applicable. The Company shall notify the Bottler by telephone, fax, email or by any other means of immediate communication, its decision to request the Bottler to retrieve the Drink or the Drink from such market or commerce and the Bottler, upon reception of such notice, shall immediately cease the distribution of such Drink and shall adopt all other measures that the Company considers necessary to remove such Drink from the market or commerce.

(d) If the Bottler determines or becomes aware of the existence of quality or technical problems related to Drink or the Approved Containers for the Drink, the Bottler shall immediately notify the Company by telephone, fax, email, or any other means of immediate communication, with written acknowledgment of receipt. This notification shall include: (1) the identification and quantity of the Drink in question, including the specific Approved Containers, (2) the coding data, and (3) all other relevant data to help locate such Drink.

The Bottler shall at all times allow the Company, its officers, agents or its designated staff, to enter and inspect the premises, equipment and methods used by the Bottler, directly or indirectly, in the preparation, bottling, storage or handling of the Drink, in order to ensure that the Bottler is complying with the terms of this Contract, including, without limitation, Sections 18 and 22. Likewise, the Bottler further agrees to provide to the Company all information relating to the compliance by the Bottler of the terms of this Contract, including, without limitation, those set forth in Sections 18 and 22.

19. The Bottler shall, at Bottler's expense, deliver to the Company samples of the Syrup, the Drink and the materials used in the production of the Syrup and the Drink, according to the instructions that the Company shall provide from time to time.

20. (a) For the bottling, distribution and sale of the Drink, the Bottler shall only use only Approved Containers and lids, crates, cardboard boxes and other packaging materials approved from time to time by the Company, and the Bottler shall buy such items only from suppliers that the Company have been authorized in writing by the Company to manufacture the items used in connection with the Trademarks and the Drink. The Company shall use its best efforts to approve two or more suppliers of such articles, provided that the said authorized suppliers may be located inside or outside the Territory.

(b) The Bottler shall have to inspect the Approved Containers and lids, crates, cardboard boxes, labels and other packaging materials to be used in relation to the Drink and shall only use such items that the Bottler has determined that both, meet the standards set by applicable laws in the Territory and the standards and specifications prescribed by the Company. The Bottler shall assume all responsibility for the use of such Approved Containers, lids, crates, cardboard boxes, labels and other packaging materials to be used regarding the Drink that it shall verify that comply with the standards mentioned above.

(c) The Bottler shall have to maintain at all times sufficient stock of Approved Containers, lids, crates, cardboard boxes, labels and other packaging materials in order to fully meet the demand of the Drink in the Territory.

21. (a) The Bottler acknowledges that an increase in the demand for the Drink, as well as alteration in the Approved Containers may, from time to time, require modifications or other changes to its manufacturing, bottling or vending equipment, or the acquisition of additional manufacturing, bottling, delivery or distribution equipment. The Bottler agrees to make such changes to the existing equipment and to purchase and install the additional necessary equipment with sufficient anticipation to allow the introduction of new Approved Containers and the preparation and bottling of the Drink according to the permanent obligations of the Bottler to develop, stimulate and fully satisfy the demand of the Drink in the Territory.

(b) If the Bottler uses returnable Approved Containers in the preparation, bottling, distribution and sale of the Drink, the Bottler agrees to invest the necessary capital and allocate and utilize the necessary funds from time to time to establish and maintain sufficient stock of returnable Approved Containers. To ensure the permanent quality and appearance of the stock of returnable Approved Containers, the Bottler agrees to replace all or part of the stock of such returnable Approved Containers, only if it is reasonably necessary in accordance with the obligations of the Bottler in accordance to this Contract.

(c) The Bottler shall not use or allow the Approved Containers, lids, crates, cardboard boxes, labels and other packaging materials mentioned in this Contract to be used for any purpose, except in connection with the Drink and it shall not refill or otherwise reuse disposable Approved Containers that have been previously used.

22. (a) The Bottler shall be the sole responsible for the fulfillment of its obligations under this Contract, in accordance with all laws, rules and regulations issued by local or government authorities applicable in the Territory, and shall immediately inform the Company of any provision that could prevent or limit in some way the strict compliance by the Bottler of its obligations hereunder.

(b) Without limiting the broadness of the foregoing, the Bottler covenants and undertakes to always comply with (i) all environmental, health and safety laws and regulations and other legal requirements established by the corresponding governmental authorities in the Territory, and (ii) standards or environmental programs issued in writing by the Company from time to time.

V. CONDITIONS OF PURCHASE AND SALE

23. (a) Through written notice to the Bottler, the Company reserves the right to review, from time to time and at any time, at its sole discretion, the price of the Concentrate, the Authorized Provider, the point of supply and the alternative points for the provision of Concentrate, the delivery and payment conditions and the currency or currencies acceptable to the Company or its Authorized Providers.

(b) If the Bottler does not accept to pay the revised price of the Concentrate, then it shall have to notify the Company, in writing, within thirty (30) days after having received the written notice from the Company with the new revised price. In this case, this Contract shall be automatically terminated within three (3) consecutive months as from the Bottler's reception of the notification, without any parties' liability for damages or losses.

(c) If Bottler does not notify the Company the revision of the price of the Concentrate as set forth in sub-section (b) above, the revised price shall be deemed accepted by the Bottler.

(d) The Company reserves the right, to the extent permitted by law in the Territory, to fix and revise, by written notice to the Bottler, the maximum prices at which the Bottler may sell the Drink in Approved Containers to wholesalers and retailers, and the maximum prices of the Drink at retail. In this sense, it is acknowledged that the Bottler shall be able to sell the Drink to wholesalers and retailers and authorize retail sales of the Drink at prices below the maximum prices. However, the Bottler shall not increase the maximum prices established or revised by the Company at which it may sell the Drink in Approved Containers to wholesalers and retailers, nor allow an increase of maximum prices of the Drink to retailers without the written authorization of the Company.

(e) For each returnable Approved Container and every returnable crate delivered to the wholesale and retail points of sale, as may be, the Bottler agrees to charge or debit from such points of sale the values that the Company determines from time to time, through a notification in writing provided to the Bottler. Furthermore, the Bottler undertakes to make all reasonable efforts to recover all empty returnable Approved Containers and returnable crates and, upon their retrieval, reimburse or credit the values for such and returnable Approved Containers and creates returned undamaged and in good conditions.

VI. TERM AND TERMINATION

24. This Contract shall expire, without notice, on October 1, 2012, unless it is terminated early as provided in herein, as set forth in this Contract. It is acknowledged and agreed that the Bottler shall have no right to claim a tacit renewal of this Contract.

(b) If the Bottler has fully complied with all the terms, covenants, conditions and provisions of this Contract during its term, and the Bottler is capable to continue with the promotion, development and exploitation of the full potential of the business of preparing, bottling, distributing and selling the Drink, the Bottler may request an extension of this Contract for the same period. The Bottler shall request such extension in writing to the Company at least six (6) months but not more than twelve (12) months, prior to the expiration date of this Contract. The request of the Bottler for extension shall have to be supported by the documentation that the Company may requested, including such information regarding compliance by the Bottler of the performance obligations contained in this Contract and that evidences the permanent ability of the Bottler to develop, stimulate and fully satisfy the demand for the Drink within the Territory. If, at the Company's sole discretion, the Bottler has complied with the necessary conditions to extension of this Contract, then the Company may, by written notice, agree to extend this Contract for such further period or such shorter period that the Company determines.

(c) Upon the expiration of any additional period, this Contract shall expire permanently without notice, and the Bottler shall have no right to claim a tacit renewal thereof.

(d) **When/If** there is no renovation of this Bottler Agreement due to the decision of the Company, the Company shall acquire from the Bottler and Bottler shall sell all its production machinery "*as is*", but not limited to the bottle and can washing and filling machines, [the Company] paying market price of the equipment -due consideration of their conditions of use, the state in which they are and in similar maintenance. The price parameters shall be obtained through the study of the transactions involving similar equipment occurred in the market during the past 6 months. In case of doubt, the indications of the manufacturers of such equipment, provided in writing shall be accepted as parameters of price and acceptable conditions of continuous use.

25. (a) The Company or the Bottler may terminate this Contract immediately and without liability for damages or losses, by the party having the right to terminate the Contract giving written notice to the other party:

(1) if the Company, the Authorized Resellers or the Bottler could not legally obtain foreign currency to remit it abroad in payment for the imports of Concentrate or ingredients or materials needed to manufacture the Concentrate, the Syrup or the Drink; or

(2) if either party to this Contract does not comply with the laws or regulations applicable in the Territory and, thus, or as a result of any other laws affecting this Contract, any of the material provisions of this Contract cannot be legally fulfilled or the Syrup cannot be elaborated, or the Drink cannot be prepared or sold in accordance with the instructions of the Company pursuant to Section 18 or if the Concentrate cannot be manufactured or sold in accordance with the Company's formula or under the rules prescribed by it.

(b) The Company may terminate this Contract immediately without any obligation to pay any indemnification:

(1) if : (i) the Bottler declares itself insolvent; (ii) a petition for bankruptcy of the Bottler is filed and its is not dismissed or rejected within the following one hundred twenty (120) days as from its presentation; (iii) the Bottler convenes its creditors to negotiate its debts; (iv) the Bottler files a request for its *Recuperación Judicial* or the official approval of an extrajudicial agreement of *Recuperación Extrajudicial*; (v) the Bottler grants any payment terms, discounts or grants guarantees to is creditors without the consent of the Company; (vi) for whatever reason a judicial liquidator / receiver is appointed to manage the Bottler

(2) in case of dissolution, nationalization or expropriation of the Bottler, or the confiscation of Bottler's production or distribution assets.

26. (a) The Company or the Bottler may also terminate this Contract without liability for damages or losses, if the other party does not fulfill one or more of the terms, covenants or conditions of this Contract and fails to cure such breach within sixty (60) days after the party has received written notice of such breach.

(b) In addition to all other juridical remedies to which the Company may be entitled hereunder, if the Bottler at any time does not follow the instructions or does not meet the rules prescribed by the Company or the ones required by applicable law in the Territory for the preparation and bottling of the Syrup or the Drink, the Company shall be entitled to prohibit the production of the Syrup or the Drink until the breach is remedied to its satisfaction. Furthermore, it may request the suspension of the distribution and delivery of the Drink and instruct the recall from the market or commerce, at the Bottler's expense, of the Drink that does not comply with or its has not been prepared in accordance with such instructions, rules or requirements, and the Bottler undertakes to comply opportunely with such prohibition or request. While the prohibition is in force, the Company shall have the right to suspend deliveries of Concentrate to the Bottler, and shall supply the Drink or instruct that third parties supply the Drink within the Territory. No prohibition or request shall be deemed a waiver of the Company's rights to terminate this Contract pursuant to this Section 26.

27. After the expiration or early termination of this Contract:

(a) The Bottler shall not prepare, bottle, distribute or sell the Drink or use the Trademarks, Approved Containers, lids, crates, cardboard boxes, labels or other packaging or advertising, promotional or marketing material used or destined to be used exclusively by the Bottler in connection with the preparation, bottling, distribution and sale of the Drink;

(b) the Bottler shall immediately remove all references to the Company, the Drink and the Trademarks from its delivery vehicles, vending machines, coolers and other equipment of the Bottler and all stamped business stationary and the written, graphic, electromagnetic, digital or another material for the advertising, marketing or promotion used or held by the Bottler, and, as from that moment, the Bottler shall not claim to have any relationship with the Company, the Drink or the Trademarks;

(c) the Bottler shall immediately deliver to the Company or to a third party designated by it according to the instructions of the Company, all the Concentrate, Drink contained in Approved Containers, the usable Approved Containers bearing the Trademarks or any of them, lids, crates, cardboard boxes, labels and other packaging materials bearing the Trademarks, and all promotional material of the Drinks, which are still in the possession of the Bottler or under its control, and the Company, at the time of delivery of the same in accordance with such instructions, shall have to pay the Bottler an amount equal to the fair market value of such supplies or materials, provided that it shall only accept and pay for those supplies or materials that are in first class condition and can be used; and, further provided, that all the Approved Containers, lids , crates, cardboard boxes, labels and other packaging materials and advertising materials bearing the name of the Bottler and any supplies and materials that are not suitable to be used according to the rules of the Company, shall be destroyed by the Bottler at its own expense; and also, provided, that if this Contract is terminated in accordance with the provisions of Sections 16, 23 (b), 25(a), 26 or 28 or as a result of any of the contingencies provided in Section 31 (even in the event of termination by law), or if the

Bottler terminates this Contract for any reason other than those provided in Sections 23 (b) or 26, the Company shall have the option, but not the obligation, to purchase from the Bottler the supplies and materials set forth above; and

(d) all rights and obligations duly provided for herein whether expressly established or arise from the uses, customs, practices or any other circumstance, shall expire, cease and terminate, with the exception of the provisions relating to the Bottler's obligations set forth in Sections 11(b)(2) and (b)(3) and 12, 13, 14, 15(f), 17(a), 27, 32, 33, 34(a) , 34(c) and 34(d), all which shall remain in full force and effect, as long as this provision does not in any way affect any right that the Company may have against the Bottler regarding any claim for non-payment of any debt or account payable by the Bottler to the Company or their authorized suppliers.

VII. BOTTLER'S OWNERSHIP AND CONTROL

28. The parties hereto acknowledge and agree that the Company has a legitimate interest in maintaining, promoting and protecting the performance, efficiency and integrity of the international general bottling, distribution and sales system. The parties hereof further acknowledge that the Company entered into this Contract *intuito personae* based the identity, character and integrity of the owners, controlling parties and administrators of the Bottler, and the Bottler hereby declares having fully informed the Company, before the execution of this Contract, a complete and integral profile of the owners and any third parties having any interest or control or management over the Bottler. Therefore, it is agreement between the contracting parties that, notwithstanding the provisions set forth in Section 16 or any other provision of this Section 28, in case of any change, due to any cause, of the individuals or legal entities that, directly or indirectly, own or control the Bottler, including any changes in their shareholding, the Company, at its discretion, may terminate this Contract immediately, without any liability for damages or losses. So the Bottler covenants and undertakes:

(a) not to assign, transfer, pledge or in any way encumber this Contract or any interest or rights contained herein, in whole or in part, in favor of any third party or parties, without the prior written consent of the Company;

(b) not to delegate the performance of this Contract, in whole or in part, to any third party or parties, without the prior written consent of the Company;

(c) to immediately notify the Company should it be aware of any actions of third parties that may result or results in any change in ownership or control of the Bottler;

(d) to make available to the Company, from time to time, and when so requested by the Company, the complete records on the current corporate situation of the Bottler, and complete information regarding any third party or parties who control it, directly or indirectly;

(e) to the extent that the Bottler has legal control over any change in the ownership or control of the Bottler, not to initiate or implement or accept any such changes without the prior written consent of the Company; and

(f) if the Bottler has been incorporated as a partnership, it cannot change the composition of the company through the inclusion of new partners or dismissing current ones, without the prior written consent of the Company.

In addition to the foregoing provisions of this Section 28, if a proposal to change the ownership or control of the Bottler involved a direct or indirect transfer to, or the acquisition of the property or control of the Bottler, in whole or in part, by an individual or legal entity authorized by the Company to manufacture, sell, distribute or otherwise commercialize drinks and/or any trademarks of the Company (the "Acquiring Bottler"), the Company may request any and all information it deems pertinent, both regarding the Bottler and the Acquiring Bottler, in order to decide whether or not it shall consent to this change. Under any such circumstances, the parties acknowledge and accept the Company's legitimate interest to maintain, promote and safeguard the integrity of the performance, efficiency and of the international general bottling, distribution and sales system, agree that the Company may consider any and all factors and apply the criteria that considers relevant to give or withhold its consent.

The parties also have acknowledged and agreed that the Company, at its sole discretion, may refuse to accept any proposed change in the company or other transaction contemplated under this Section 28, or may consent them once the conditions set forth by the Company, at its sole discretion are fulfilled. The parties stipulate and expressly agree that any breach by the Bottler of the agreements contained in this Section 28 shall give the Company the right to terminate this Contract immediately, without liability for damages or losses; and even in view of personal nature of this Contract, the Company shall have the authority to terminate it without having any liability for damages or losses, if any third party or parties obtained any direct or indirect interest or control of the Bottler, even when the Bottler did not have the means to prevent the change if, according to the opinion of the Company, this would allow the third party or parties to exercise any influence over the

management of the Bottler or significantly alter the ability of the Bottler to fully comply with the terms, obligations and conditions of this Contract.

29. Prior to the issuing, offering, selling, transferring, negotiating or exchanging any of its shares or other titles of property, bonds, obligations or other titles of debt, or promoting the sale of the latter, or encouraging or seeking their acquisition or an offer to sell them, the Bottler shall obtain the written consent of the Company as long as it uses, to that effect, the Company's name or the Trademarks or any description of its relationship with the Company in any prospect or advertisement used in relation to the acquisition by the Bottler of any shares of interests in third party companies, without prior written consent of the Company.

VIII. GENERAL PROVISIONS

30. The Company may assign any of its rights and delegate all or any part of its duties or obligations under this Contract to one or more of its subsidiaries or affiliates, provided, however, that any assignment shall not release the Company from any of its contractual obligations under this Contract. On the other hand, the Company may -at its sole discretion- by giving written notice to the Bottler, appoint a third party as its representative to ensure that the Bottler fulfills its obligations under this Contract, with full powers to supervise its performance and demand from the Bottler the fulfillment of all the terms and conditions of this Contract.

31. Neither the Company nor the Bottler shall be liable for any breach of their respective obligations hereunder, when such breach is due to or is the result of:

(a) a strike, boycott or any sanctions imposed by a sovereign nation or a supranational organization of sovereign nations, however they are assumed; or

(b) an act of God, force majeure, public enemies, by virtue of law and/or legislative or administrative measures (including the revocation of any governmental authority required by either party to comply with the terms of this Contract), an embargo, quarantine, revolt, insurrection, declared or undeclared war, a state of war or belligerency or risks or dangers inherent to the aforementioned; or

(c) any other cause beyond their control.

If the Bottler is unable to fulfill its obligations as a result of any of the contingencies set forth in this Section 31, or while such the situation lasts, the Company and its Authorized Resellers shall be released from their obligations under Sections 2 and 5, provided that, if failure of either party to fulfill them persists for more than six (6) months, either party may terminate this Contract without any liability for damages or losses.

32. (a) The Company reserves the sole and exclusive right to initiate any civil, administrative or criminal lawsuit or action and, in general, to use any legal remedy available to the Company that it deems appropriate to protect its reputation, the Trademarks and other intellectual property rights and to protect the Concentrate, the Syrup and the Drink and to defend any action affecting any of them. By a request of the Company, the Bottler shall collaborate with any such action. The Bottler may not file any claims against the Company as a result of such lawsuit or action for any omission to initiate or defend such lawsuits or actions. The Bottler shall promptly notify the Company of any initiated litigation or process or threatened to be initiated that could affect these matters. The Bottler shall not initiate any judicial or administrative proceedings against any third party that may affect the interests of the Company, without the prior written consent of the latter.

(b) The Company is responsible and has the exclusive right to initiate and defend itself in all lawsuits and actions relating to the Trademarks. The Company may initiate or defend such proceedings and actions on its own behalf or request the Bottler to initiate or defend such proceedings or actions, either in its behalf (the Company's) or jointly with it.

33. (a) The Bottler agrees to consult with the Company regarding all claims, proceedings or product warranty claims brought against the Bottler in connection with the Drink or the Approved Containers, and to adopt the measures for the defense of any claims or lawsuits that the Company may reasonably require in order to protect the Company's interests on the Drink, the Approved Containers or the *reputación commercial (*commercial reputation) related with the Trademarks.

(b) the Bottler shall indemnify and hold harmless the Company, its affiliates and their respective officers, directors and employees from and against all costs, expenses, damages and losses, claims, liabilities and responsibilities arising from events or circumstances that are not attributable to the Company, including, without limitation, all costs and expenses incurred to solve them or reach settlements, derived from the preparation, bottling , distribution, sale or promotion of the

Drink by the Bottler, including, without limitation, all costs arising from acts or breaches, negligent or not, of the Bottler and of its distributors, suppliers and wholesalers.

(c) the Bottler shall contract and maintain an insurance policy with insurance companies acceptable to the Company, having a complete and integral coverage, in terms of the amounts and risks covered, with respect to the matters referred to in sub-section (b) above (including compensation contained therein) and when requested, it shall evidence to its satisfaction that such insurance exists. Compliance with this Section 33(c) shall not limit or relieve the Bottler from its obligations under Section 33(b) hereof.

34. Bottler covenants and agrees:

(a) not to make formal statements nor provide information to public or governmental authorities or to any third party relating to the Concentrate, the Syrup or the Drink without the prior written consent of the Company;

(b) in case the Bottler shares were listed or traded in the stock market, it shall provide the Company with any financial or other information relating to such Bottler financial information or other information regarding its results or projections, while it shall also be obligated to provide such information in accordance with the regulations of the stock exchange or securities laws applicable to the Company or the Bottler;

(c) at all times during the validity and after the term of this Contract, the Bottler shall always maintain in strict confidence all sensitive and confidential information, including, without limiting the broadness of the foregoing, the mixing instructions and techniques, sales information, marketing and distribution, projects and plans related to the purpose of this Contract that the Bottler may receive from the Company or obtain in any other way and look after such information so that it is disclosed only to such officers, directors and employees who are thereby connected by reasonable provisions that set forth the confidentiality obligations set out in this Section; and

(d) upon the expiration or early termination of this Contract, the Bottler shall immediately deliver to the Company or to whom it may indicate, all electromagnetic, computerized, digital materials or otherwise, written or graphic, that includes or contains any information that is subject to the obligation to confidentiality set forth herein.

35. The Company and the Bottler acknowledge that incidents that may arise, threatening the reputation and operations of the Bottler and/or adversely affect the good name, reputation and image of the Company and the Trademarks, may occur. To deal with such incidents, including, but not limited to, any quality problems that may arise in relation to the Drink, the Bottler shall have to appoint and organize a crisis management team, and report to the Company the names of its members. The Bottler further agrees to fully cooperate with the Company and with the third parties that the Company may designated and coordinate all necessary efforts to address and solve such incidents and solve them in a manner consistent with the crisis management systems that the Company may be send to the Bottler from time to time.

36. In the event that any provisions of this Contract are or become legally invalid or ineffective, the validity or effectiveness of the other provisions of this Contract shall not be affected, provided that the invalidity or unenforceability of such provisions shall not obstruct or unduly hinder the fulfillment of the terms of this document, nor shall harm the property or validity of the Trademarks. The right to termination set forth in Section 25(a)(2) shall not be affected by this provision.

37. (a) As for all issues and matters referred to hereunder, this Contract may be subsequently amended or supplemented, in writing, from time to time, and constitutes the entire Contract between the Company and the Bottler. All previous agreements between the parties, of any kind, relating to the purpose hereunder are hereby canceled, except to the extent that they may include agreements and other documents under the provisions of Section 17(a) hereunder, provided, however, that any written statement of the Bottler and of the Company in which the Company trusted in order to enter into this Contract shall continue binding to the Bottler.

(b) No waiver, modification, alteration or addition to this Contract or any of its provisions shall be binding to the Company or the Bottler, unless it has been signed by duly authorized representatives of the Company and the Bottler.

(c) All written notices given pursuant to this Contract must be delivered by express mail (“courier”), fax, in person or by registered mail (air mail) and shall be considered delivered on the date in which such notice was sent, was personally delivered or the registered mail was sent by mail. Such written notifications shall have to be sent to the last known address of the party involved. Each party shall opportunely notify the other of any change of address.

Company:
The Coca-Cola Company

One Coca-Cola Plaza, N.W.
Atlanta, Georgia 30313
United States of America

Bottler:
Rio de Janeiro Refrescos Ltda.
Rua André Rocha, 2299
Taquara, Jacarepaguá
22710-561 – Rio de Janeiro, RJ
Brazil

38. The fact that the Company fails to exercise promptly any right granted under this Contract, or to request the strict fulfillment with any obligation assumed in this instrument by the Bottler shall not be deemed a waiver of that right or the right to demand subsequent performance of each and every one of the obligations of the Bottler in this Contract.

39. The Bottler is an independent contractor and is not an agent, partner or joint account partner of the Company. The Bottler agrees that it shall not claim or allow to be considered an agent, partner or joint account partner of the Company.

40. Titles in this Contract are only included for convenience by the parties and shall not affect the interpretation of this Contract.

41. This Contract shall be construed and analyzed by and in accordance with the laws of Brazil, and shall be governed by the same, at the parties choice, by the central court of the District of Río de Janeiro / RJ to solve any controversies that arise from this agreement, with express waiver of any other, however privileged may be.

IN WITNESS WHEREOF, the Company in Atlanta, Georgia, of the United States of America, and the Bottler, in Brazil, executed this Contract in triplicate by their duly authorized representative(s) to that effect, in the dates indicated bellow.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Data: NOV 0 6 2007

TESTEMUNHAS:

1. _____
Nome: FERNANDO S. FERRARI JR.
Identidade: 68.755-045/RJ
CPF/MF: 606.562.514-20

2. _____
Nome:
Identidade:
CPF/MF:

RIO DE JANEIRO REFRESCOS LTDA.

Por: _____
Representante Autorizado

Data: 04 de outubro de 2007

1.2.6 Brasil's Bottler's Agreement RJR (Exhibit)

The Coca-Cola Company

COCA-COLA PLAZA
ATLANTA, GEORGIA

October 4, 2012

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404-676-2121

Rio de Janeiro Refrescos Ltda.
Rua André Rocha, 2299
Taquara - Jacarepaguá
CEP 22710-561 – Rio de Janeiro, RJ
Brazil

ATT.: Mr. Renato Barbosa

We hereby inform you that the Bottler Agreement executed on October 1, 2007, by and between THE COCA-COLA COMPANY (hereinafter the "Company") and RIO DE JANEIRO REFRESCOS LTDA. (hereinafter the "Bottler"), by which the Bottler is authorized to prepare and bottle the Drink COCA- COLA and any additional authorizations related to any other Drinks, for their sale and distribution under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements") in a specific territory of Brazil, it is hereby extended for five (5) years as from this date until, thus expiring on:

October 3, 2017

Except for what is expressly amended, all terms and conditions of the Bottler Agreements as well as their provisions, understandings, agreements, clauses, terms and conditions remain in full force until definitively terminated on October 3, 2017, without any tacit renewal thereof.

Consequently, we kindly request that you give your consent to the terms of this document, by signing 3 (three) copies of this letter.

Atenciosamente,
THE COCA-COLA COMPANY

Por: _____
Representante Legal

En Concordancia:
RIO DE JANEIRO REFRESCOS LTDA.

Por: _____
Representante Legal

1.2.7 Chile's Bottler's Agreement Ex – Polar

BOTTLER AGREEMENT

THE FOLLOWING AGREEMENT, effective as of September 1, 2008, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, with its headquarters located at One Coca-Cola Plaza, N.W., Atlanta, State of Georgia, 30313, United States of America (hereinafter, the "Company") and EMBOTELLADORAS COCA-COLA POLAR S.A., a company organized and existing under the laws of the Republic of Chile, (hereinafter, the "The Bottler").

CONSIDERING THAT:

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients for the preparation of drinks and a concentrate base for beverages (hereinafter, the "*Concentrate*"), whose formula is a trade secret of the Company, from which a syrup or powder is elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drink*") to be sold in bottles and other containers and in other forms or ways;

B. The Company is the rightful holder of the Trademarks, including "Coca-Cola" and "Coke", that distinguish the Concentrate, the Syrup and the Drinks, the Featured Bottle of different sizes in which the Drink has been commercialized for many years, the presentation of the Featured Bottle, the Dynamic Ribbon and intellectual property embodied in the characteristic commercial presentation, other designs and packaging elements related with the Concentrate, the Syrup and the Drink ("Coca-Cola", "Coke", the Featured Bottle, the presentation of the Featured Bottle, the Dynamic Ribbon, the intellectual property embodied in the characteristic commercial presentation, the design and packaging elements related to the Concentrate, the Syrup and the Drink and any additional trademarks that the Company may take periodically with the purpose of distinguishing the Concentrate, the Syrup and the Drink, shall hereinafter be referred to as the "*Trademarks*");

C. The Company has the exclusive right to prepare, bottle, pack, distribute and sell the Drink and the right to manufacture and sell the Concentrate and the Syrup in Chile, among other countries;

D. The Company has designated and authorized certain third parties to supply the Concentrate to the Bottler (hereinafter, the "*Authorized Providers*");

E. The Bottler has requested the approval of the Company to use the Trademarks in connection with the preparation, bottling, packaging, distribution and sale of the Drink within the territory as defined and described in this Contract;

F. The Company is willing to grant the requested authorization to the Bottler pursuant to the terms and conditions set forth in this Contract.

THEREFORE, the abovementioned parties agree the following:

I. PURPOSE OF THE CONTRACT.

1. the Company hereby authorizes the Bottler, and the latter undertakes, subject to the following terms and conditions, to prepare and bottle the Drink in the containers approved periodically by the Company in writing (hereinafter, the "Approved Containers") and to distribute and sell the same under the Trademarks within, but only within the following territory (hereinafter the "Territory"):

In Chile, II Region of Antofagasta, III Region of Atacama, IV Region of Coquimbo, XI Region of Aysén of General Carlos Ibáñez del Campo, XII Region of Magallanes and the Chilean Antarctic.

The Falkland Islands of Great Britain for the provision to non-military establishments.

2. The Company or its Authorized Providers shall sell and deliver to the Bottler the quantities of Concentrate it requests periodically as long as the Bottler requests and the Company or its Authorized Providers sell and deliver to the Bottler, only the amounts of Concentrate that are necessary and sufficient to comply with the purpose of this Contract. To this regard, the Bottler agrees and undertakes to purchase the Concentrate solely from the Company or its Authorized Providers.

3. The Bottler shall exclusively use the Concentrate to produce Syrup and to prepare and bottle the Drink as determined by the Company periodically. The Bottler undertakes not to sell or resell the Concentrate or Syrup or allow that it ends up in the possession of third parties, without the prior written consent of the Company.

4. The Company reserves for itself the sole and exclusive right to determine at any time the formula, composition or ingredients of the Concentrate, Syrup and the Drink.

5. Except as expressly provided in this Contract, the Company shall refrain, during the term of the Contract hereof, from selling or distributing the Drink, or arranging it to be sold or distributed, within the Territory in Approved Containers. However, the Company reserves for itself the right to prepare and bottle the Drink in any container within the Territory for its sale outside of the same, and to prepare, bottle, distribute or sell, or authorize others to prepare, bottle, distribute or sell the Drink within the Territory in any container other than an Approved Container.

II. OBLIGATIONS OF THE BOTTLER RELATED TO COMMERCIALIZATION, PLANNING AND REPORTING

6. The Bottler agrees and commits to the Company:

(a) to make its best efforts and employ all possible and approved means in order to promote, develop and exploit all potential preparation, bottling, distribution, marketing and sale activities of the Drink throughout the Territory continuously creating, stimulating and expanding the future demand of the Drink and fully covering all aspects of its current demand;

(b) to prepare, bottle, distribute and sell the quantities of the Drink that cover in all aspects the total demand of the Drink within the Territory; however, with the prior written consent of the Company, the Bottler may purchase the Drink in Approved Containers from third parties designated in writing by the Company for their resale within the Territory;

(c) to invest all capital and obtain and employ all funds necessary for the organization, settlement, operation, maintenance and replacement within the Territory, of the facilities and equipment for the manufacture, storage, commercialization, distribution, delivery, transportation and other that may be necessary for the fulfillment of the obligations of the Bottler under this Contract;

(d) to have a competent and well-trained management and hire, train, maintain and direct all personnel necessary and sufficient in all aspects in order for the Bottler to meet all the obligations under this Contract;

(e) to provide to the Company, once per calendar year, a plan or program written in an acceptable manner and substance and in accordance with the Bottler's obligations under this Contract, showing in detail of the Bottler’s activities planned for the future twelve month period or for any such other period as may be requested by the Company; to diligently implement such program or plan, and report on the progress of the program to the Company, in writing in an acceptable manner and upon its request;

(f) to provide the Company with accurate and updated information on the production, distribution and sales of the Drink with the frequency, the details and in the manner requested by the Company; and

(g) to keep accurate books, accounts and records and provide to the Company financial, accounting and other information requested by the same enabling it to verify if the Bottler maintains the reasonably necessary consolidated financial capacity to comply with its obligations under this Contract in acknowledgment of the interest that the Company has to maintain, promote and protect the performance, efficiency and overall integrity of the bottling, distribution and sales system.

7. The Bottler shall, at its own expense, budget and spend funds for the advertisement, commercialization and promotion of the Drink that the Company reasonably requests in order to create, stimulate and maintain the demand for the same within the Territory, provided that the Bottler shall submit all advertising, marketing and promotional projects concerning Trademarks or the Drink to the prior approval of the Company and that it shall only use, publish, maintain or distribute the advertising, commercial or promotional material of the Trademarks or the Drink that it approves and authorizes. The Company may agree to periodically make, and subject to the terms and conditions set forth in each case, financial contributions to the Bottler’s marketing programs. The Company may also conduct, at its own expense and regardless of the Bottler, any additional sales, advertising or promotion activities within the Territory deemed useful or appropriate.

8. (a) The Bottler acknowledges that the Company has entered or may enter into contracts similar to this Contract with third parties outside of the Territory, and accepts the limitations that such contracts may reasonably impose to the Bottler in the

management of its business hereunder. The Bottler further undertakes to conduct its business in order to avoid conflict with such third parties and, in case of any disputes with them, to make all reasonable efforts to resolve them amicably.

(b) The Bottler shall not object the additional measures that the Company considers necessary and justified to be adopted in order to protect and improve the sales and the distribution system of the Drink, including, but not limited to, those that could be adopted regarding the provision to important and/or special customers whose activities transcend the limits of the Territory, even if such measures should limit the Bottler's rights under this Contract.

9. Acknowledging the important benefit that the uniform external appearance of the equipment of distribution and other equipment and materials utilized subject to this Contract provides to himself and to all other parties mentioned in Section 8 (a) above, the Bottler undertakes to accept and apply the rules adopted and issued periodically by the Company for the design and decoration of trucks and other delivery vehicles, boxes, cardboards, coolers, vending machines and other materials and equipment utilized in the distribution and sale of the Drink.

10. The Bottler acknowledges and agrees that the widest distribution and direct sales of the Drink to retailers and to final consumers within the Territory is essential to fully meet the demand for the Drink under this Contract. Despite the known advantages of the direct distribution, the Bottler shall be authorized to distribute and sell the Drink to wholesalers within the Territory that only sell to retailers in the Territory. Any other method of distribution shall be subject to the prior written approval of the Company.

11. (a) The Bottler shall prevent the Drink from being sold or distributed in any way outside of the Territory.

(b) Should the Drink prepared, bottled, distributed or sold by the Bottler be found in the Territory of another authorized Bottler or dealer (hereinafter, the "Affected Bottler") then, in addition to all other available resources:

(1) the Company may, at its sole discretion, immediately cancel **the** authorization of such bottles found in the Affected Bottler's territory;

(2) the Company may charge the Bottler a compensation for the Drink found in the territory of the Affected Bottler, in an amount that includes all the loss of future earnings (*lucrum cessans*), expenses and other costs assumed by both the Company and the Affected Bottler;

(3) the Company may purchase the Drink elaborated, bottled, distributed or sold by the Bottler found in the territory of the Affected Bottler and the Bottler shall, in addition to any other obligation under this Contract, reimburse the Company the costs incurred thereof for the purchase, transportation and/or destruction of the said Drink.

(c) Should the Drink elaborated, bottled, distributed or sold by the Bottler be found in the territory of an Affected Bottler, the Bottler shall make available to the representatives of the Company all sales agreements and other records related to the Drink and assist the Company in all investigations related to the sale and distribution of Drink outside of the Territory.

(d) The Bottler shall immediately inform the Company of any request or offer to purchase the Drink made by a third party, when the Bottler knew or had a reason to believe or suspect that such request or offer would result in the Drink being marketed, sold, resold, distributed or redistributed outside of the Territory, in breach of this Contract.

III. OBLIGATIONS OF THE BOTTLER CONCERNING TRADEMARKS

12. The Bottler shall acknowledge at all times and shall not challenge the validity and ownership of the Company Trademarks.

13. Nothing in this Contract shall give the Bottler any whatsoever participation in the Trademarks or the *crédito mercantil* (goodwill) related to the same or regarding any label, design, bottling or other visual representations of the same or used in connection therewith; and the Bottler hereby acknowledges and agrees that all rights and interests created by the use of such Trademarks, labels, designs, containers or other visual representations shall benefit and belong to the Company. The Company and the Bottler agree and understand that subject to this Contract, the Bottler is only awarded a simple temporary permit , that considers no right or interest and no payment of any fee or royalty, to use such Trademarks, labels, designs, containers or other visual representations thereof, in connection with the elaboration, bottling, distribution and sale of the Drink in Approved Containers; use that shall have to be exercised in such away and result so that all *crédito mercantil* (goodwill) related thereto is vested into the Company as the source and origin of the said Drink, and the Company shall have

the absolute right to determine in all cases, the type of presentation and the other measures necessary or advisable to ensure the compliance with this Section 13.

14. The Bottler shall not adopt or use any name, corporate name, business name, title or other commercial designation that includes the words "Coca-Cola", "Coca", "Cola", "Coke" or any of them, or any name whose similarity to any of these may be misleading, neither any graphic or visual representation of the Trademarks nor any other trademark or intellectual property of the Company, without its the prior written consent.

15. The Bottler undertakes and accepts during the term of this Contract and in compliance with applicable law:

(a) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected with any business representation or container that imitates a business representation or container regarding which the Company claims an exclusive interest, or may look like or be misleading or be perceived by consumers as being so similar to such commercial representation or container, that causes confusion;

(b) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected to any trademark or other denomination that mimics or infringes any Trademarks or may look like any product that leads the public to believe it is elaborated by the Company, due to the connection of the Bottler with the activities of manufacturing, preparation, bottling, distribution and sale of the Drink; without in any way limiting the foregoing, it is hereby understood and expressly established that the use of the word "Coca" or an equivalent, in local language or phonics, under any format or any other graphic word or sounds similar to the same, or that mimics it, in any product other than a product of the Company shall be considered a breach of the registered trademark "Coca-Cola" or as an attempt to generate confusion;

(c) not to manufacture, prepare, bottle, distribute, sell, negotiate or in any way be related to non-alcoholic drinks different to those prepared, bottled, distributed or sold by the Bottler with the authorization of the Company, except with the prior written consent of the same thereof;

(d) not to use delivery vehicles, boxes, cardboards, coolers, vending machines and other equipment bearing the Trademarks to distribute and sell any other products different to those identified by the Trademarks, without the prior written authorization of the Company;

(e) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise relate with any other concentrate, base for beverage, syrup or drink that may be or confused with or look like the Concentrate, the Syrup or the Drink;

(f) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise interact with (i) any drink that is commercialized under the denomination "cola" (either on its own or jointly with any other word or words) or any phonetic interpretation of such word, or (ii) any drink commercialized under the name "cola" or that in any other manner mimics the Concentrate, the Syrup or the Drink or that may replace them during the term of this Contract and, in recognition of the valuable rights conferred by the Company to the Bottler in this Contract, for an additional period of two years following this date, and

(g) not to acquire or hold, either directly or indirectly, any participation in the property of, or enter into any contract or agreement regarding the administration or control of any individual or legal entity, within or outside the Territory, to perform any of activities prohibited by this Section 15.

The agreements contained herein are applicable not only to the activities which the Bottler carries out directly, but also to the activities in which the Bottler may have an indirect interest through the ownership, control, management, partnership, agreement or otherwise, whether within or outside the Territory.

16. The parties understand and agree that in the event that:

(a) a third party who is, at the Company’s judgment, interested directly or indirectly, through ownership, control, management or otherwise in the manufacture, preparation, bottling, distribution or sale of any product specified in Section 15 of this Contract, acquires or obtains the control or may have any direct or indirect influence on the administration of the Bottler; or

(b) any individual, firm or company that has a majority participation in or the direct or indirect control of the Bottler or that is directly or indirectly controlled, either by the Bottler or by any third party having the control or, according to the Company’s judgment, any direct or indirect influence on the administration of the Bottler, is involved in the preparation, bottling, distribution or sale of any of the products specified in Section 15 herein; then the Company shall be entitled

terminate this Contract immediately without any compensation for damages, unless the third party making the acquisition referred to in sub-section(a) herein or the individual, firm or company referred to in sub-section(b) hereof, upon notification in writing by the Company of its intention to terminate this Contract, agrees to cease and effectively stop the preparing, producing, bottling, distributing or selling the said Product(s) within a reasonable term, which shall not exceed six (6) months, as from the date of the notification.

17. (a) If, for the purposes specified in this Contract, the Company requests, in accordance to applicable laws governing the intellectual property registration and license, the Bottler to be registered as a registered user or licensee of the Trademarks, then, at the request of the Company, the Bottler shall have to enter into any and all contracts and documents necessary to register, modify or cancel the registration or record required.

(b) If the competent public authority rejects any application for registration or record of the Company or the Bottler as registered users or licensees of any Trademarks regarding the Drink, then the Company shall have the right to terminate this Contract immediately.

IV. BOTTLER OBLIGATIONS REGARDING THE PREPARATION AND BOTTLING OF THE DRINK

18. (a) The Bottler agrees and accepts to use the Concentrate only in the preparation of the Syrup and the Syrup, only to prepare and bottle the Drink, strictly following and complying with the written instructions that the Company shall periodically deliver to the Bottler. The Bottler further agrees and accepts to comply at all times when preparing, bottling and distributing the Drink, with the provisions, including quality, hygiene, environmental and other regulations established periodically in writing by the Company and all applicable legal requirements.

(b) The Bottler, knowing the relevance of being able to identify the manufacturer of the Drink in the market, agrees to use identification codes in all bottling materials of the Drink, including Approved Containers and non-returnable boxes. The Bottler also agrees to install, maintain and operate the machinery and equipment necessary to apply such identification codes. The Company shall periodically deliver to the Bottler the necessary written instructions concerning the format of the identification codes that the Bottler shall have to use and the production and sales records that it must keep.

(c) In the event that the Company determines or becomes aware of the existence of any quality or technical problems regarding the Drink o the Approved Containers for the Drink, it shall be entitled to request the Bottler to adopt all necessary measures to remove the Drink immediately from the market or commerce, as applicable. The Company shall notify the Bottler its decision to request the Bottler to withdraw the Drink from the market or commerce by telephone, fax, email or by any other means of immediate communication, with the corresponding written acknowledgment of receipt; and the Bottler, upon reception of such notice, shall immediately cease the distribution of such Drink and shall adopt all other measures that the Company considers necessary to remove such Drink from the market or commerce.

(d) If the Bottler determines or becomes aware of the existence of quality or technical problems related to Drink or the Approved Containers for the Drink, it must immediately notify the Company by telephone, fax, email, or any other means of immediate communication, with written acknowledgment of receipt. This notification shall include: (1) the identification and quantities of the Drink in question, including the specific Approved Containers, (2) the coding data, and (3) all other relevant data to help locate such Drink.

The Bottler shall at all times allow the Company, its officers, agents or its designated staff, to enter and inspect the premises, equipment and methods used by the Bottler, directly or indirectly, in or for the preparation, bottling, storage or handling of the Drink with the purpose of determining if the Bottler is complying with the terms of this Contract, including, without limitation, Sections 18 and 22. The Bottler further agrees to provide to the Company as it may request it periodically, all information relating to the compliance by the Bottler of the terms of this Contract, including, without limitation, those set forth in Sections 18 and 22.

19. The Bottler shall, at its own expense, deliver to the Company samples of the Syrup, the Drink and the materials used in the production of the Syrup and the Drink, according to the instructions that the Company shall provide periodically.

20. (a) In the bottling, distribution and sale of the Drink, the Bottler shall use only Approved Containers and lids, boxes, labels and other packaging materials approved periodically by the Company and the Bottler shall buy such items only from suppliers that the Company has authorized in writing to manufacture the items to be used in connection with the Trademarks and the Drink. The Company shall use its best efforts to approve two or more suppliers of such articles, provided that the said authorized suppliers may be located inside or outside the Territory.

(b) The Bottler shall inspect the Approved Containers and lids, boxes, labels and other packaging materials to be used in relation to the Drink and use only such items that the Bottler has determined that both, meet the standards set by applicable laws in the Territory and the standards and specifications prescribed by the Company. The Bottler shall assume all responsibility for the use of such approved containers, lids, boxes, labels and other packaging materials, regarding which it has determined that they comply with the standards mentioned above.

(c) The Bottler shall maintain at all times sufficient stock of Approved Containers, lids, boxes, labels and other packaging materials in order to fully meet the demand of the Drink in the Territory.

21. (a) The Bottler acknowledges that increases in the demand for the Drink, as well as changes in Approved Containers, may require periodic modifications or other changes to its existing manufacturing, bottling, delivery or distribution equipment, or the acquisition of additional manufacturing, packaging, delivery or distribution equipment. The Bottler agrees to make all changes to the equipment and purchase and install the additional necessary equipment with sufficient anticipation to allow the introduction of new Approved Containers and the preparation and bottling of the Drink according to the permanent obligations of the Bottler to develop, stimulate and fully satisfy the demand of the Drink in the Territory.

(b) If returnable Approved Containers are used in the preparation, bottling, distribution and sale of the Drink, the Bottler agrees to periodically invest the necessary capital and allocate and utilize the necessary funds to create and maintain sufficient stock of returnable Approved Containers. In order to ensure the permanent quality and appearance of the stock of returnable Approved Containers, the Bottler also agrees to replace all or part of the stock of such Approved Containers, as reasonably necessary in accordance with the obligations of the Bottler in accordance to this Contract.

(c) The Bottler shall not use or allow the Approved Containers, lids, boxes, labels and other packaging materials mentioned in this Contract to be used for any purpose other than in connection with the Drink and it shall not refill or otherwise reuse non-returnable Approved Containers that have been previously used.

22. (a) The Bottler shall be solely responsible for the fulfillment of its obligations under this Contract in accordance with all laws, rules and regulations that are issued by local or government authorities applicable in the Territory and shall immediately inform the Company of any provision that could prevent or limit in any way the strict compliance by the Bottler of its obligations hereunder.

(b) Notwithstanding the foregoing, the Bottler covenants and undertakes to comply at all times with (i) all environmental, health and safety laws and regulations and other legal requirements established by the corresponding governmental authorities in the Territory, and (ii) standards or environmental programs issued in writing by the Company periodically.

V. CONDITIONS OF PURCHASE AND SALE

23. (a) Through written notice to the Bottler, the Company reserves to itself the right to periodically review and at any time, at its sole discretion, set the price of the Concentrate, the Authorized Providers, the point of supply and the alternative points for the provision of Concentrate, the delivery and payment conditions and the currency or currencies acceptable to the Company or its Authorized Providers.

(b) If the Bottler is not willing to pay the revised price of the Concentrate, it shall have to notify it in writing to the Company within thirty (30) days after having received the written notice from the Company. In this case, this Contract shall be automatically terminated within three (3) consecutive months after the Bottler had received of the notification, without any parties' liability for damages.

(c) If the Bottler does not notify the Company regarding the revision of the price of the Concentrate as set forth in sub-section (b) above, it shall be deemed that such revision has been accepted.

(d) To the extent permitted by applicable law in the Territory, the Company reserves the right to fix and revise, by written notice to the Bottler, the maximum prices at which the Bottler may sell the Drink in Approved Containers to wholesalers and retailers, and the maximum prices of the Drink at retail. It is thus acknowledged that the Bottler shall be able to sell the Drink to wholesalers and retailers and authorize retail sales of the Drink at prices below the maximum prices. However, the Bottler cannot increase the maximum prices established or revised by the Company at which it may sell the Drink in Approved Containers to wholesalers and retailers, nor allow the increase of maximum prices of the Drink in retailers without the written authorization of the Company.

(e) the Bottler agrees to charge retailers or wholesalers, as applicable, for each returnable Approved Container and every box delivered to them, such deposits that the Company establishes periodically in writing, by giving notice to the Bottler and to make all reasonable diligent efforts to recover all returnable Approved Containers and empty boxes and, at the time of their retrieval, to reimburse or credit the deposits made for such and returnable Approved Containers and boxes returned undamaged and in good condition.

VI. TERM AND TERMINATION

24. This Contract shall expire, without notice, on June 30th, 2013, unless it is terminated early as provided in herein. The parties acknowledge and agree that the Bottler shall have no right to claim a tacit renewal of this Contract.

25. (a) The Company or the Bottler may terminate this Contract immediately and without liability for damages, by the party having the right to terminate the Contract giving written notice to the other party:

(1) if the Company, the Authorized Resellers or the Bottler cannot legally obtain foreign currencies to remit them abroad in payment for the imports of Concentrate or ingredients or materials needed to manufacture the Concentrate, the Syrup or the Drink; or

(2) if any part to this Contract does not comply with the laws or regulations applicable in the Territory and, thus, or as a result of any other laws affecting this Contract, any of the material provisions of this Contract cannot be legally fulfilled or the Syrup cannot be elaborated, or the Drink cannot be prepared or sold in accordance with the instructions of the Company pursuant to Section 18 or if the Concentrate cannot be manufactured or sold in accordance with the Company's formula or under the rules prescribed by it.

(b) The Company may terminate this Contract immediately without liability for damages:

(1) if the Bottler becomes insolvent or if a petition for bankruptcy is filed against or on behalf of the Bottler and its is not dismissed or rejected within the following one hundred twenty (120) days, or if the Bottler reaches a settlement for liquidation or if an decision of liquidation or instructing the judicial administration is ruled against the Bottler, or if a liquidator (receiver) is appointed to manage the business of the Bottler, or if the Bottler holds any judicial or voluntary settlement with its creditors or reaches similar agreements with them or makes an assignment in benefit of its creditors; or

(2) in case of a dissolution, nationalization or expropriation of the Bottler, or the case of confiscation of production or distribution assets held by the Bottler.

26. (a) The Company or the Bottler may also terminate this Contract without liability for damages, if the other party does not fulfill one or more of the terms, covenants or conditions of this Contract and fails to cure such breach within sixty (60) days after the date on which the party has received written notice of such breach.

(b) In addition to all other remedies to which the Company may be entitled hereunder, if the Bottler at any time does not follow the instructions or does not meet the rules prescribed by the Company or the ones required by applicable law in the Territory relating to the preparation and bottling of the Syrup or the Drink, the Company shall be entitled to prohibit the production of the Syrup or the Drink until the breach is remedied to its satisfaction, and also it may request the suspension of the distribution and delivery of the Drink and instruct the recall from the market or commerce, at the Bottler's expense, of the Drink that does not comply with or its has not been prepared in accordance with such instructions, rules or requirements, and the Bottler undertakes to comply promptly with such prohibition or request. While the prohibition is in force, the Company shall have the right to suspend deliveries of Concentrate to the Bottler, and supply the Drink directly or enter into contracts with third parties form them to procure it within the Territory. No prohibition or request shall be deemed a waiver of the Company's rights to terminate this Contract pursuant to this Section 26.

27. After the expiration or early termination of this Contract:

(a) The Bottler shall no longer prepare, bottle, distribute or sell the Drink or use the Trademarks, Approved Containers, lids, boxes, labels or other packaging or advertising, promotional or marketing material that has been used or is intended to be used by the Bottler only in connection with the preparation, bottling, distribution and sale of the Drink;

(b) the Bottler shall immediately remove all references to the Company, the Drink and the Trademarks from its facilities, delivery vehicles, vending machines, coolers and other equipment and all paperwork and the written, graphic,

electromagnetic, digital or another material destined to the advertising, marketing or promotional the it uses or holds: and, as from that moment, it shall no claim to have any relationship with the Company, the Drink or the Trademarks;

(c) the Bottler shall immediately deliver to the Company or to a third party designated by it, all the Concentrate, the Drink contained in Approved Containers, the usable Approved Containers bearing the Trademarks or any of them, lids, boxes, labels and other packaging materials bearing the Trademarks, as well as all promotional material of the Drinks, which are still in its possession or under its control, and the Company, at the time of delivery of the same in accordance with such instructions, shall pay the Bottler an amount equal to the fair market value of such supplies or materials, provided that it shall only accept and pay for those supplies or materials that are in excellent condition and can be used; and, further provided, that all the Approved Containers, lids , boxes, labels and other packaging materials and advertising materials bearing the name of the Bottler and that any supplies and materials that are not in condition to be used according to the rules of the Company, shall have to be destroyed by the Bottler at its own expense; and also, provided, that if it terminates this Contract in accordance with the provisions of Sections 16, 23 (b), 25(a), 26 or 28 or as a result of any of the contingencies provided in Section 31 (even in the event of termination by law), or if the Bottler terminates this Contract for any reason other than those provided in Sections 23 (b) or 26, the Company shall have the option, but not the obligation, to purchase from the Bottler the supplies and materials set forth above; and

(d) all rights and obligations provided for herein shall expire, cease and terminate, whether they are expressly established or arise from the uses, customs, practices or any other circumstance, with the exception of the provisions relating to the Bottler's obligations set forth in Sections 11(b)(2) and (b)(3) and 12, 13, 14, 15(f), 17(a), 27, 32, 33, 34(a) , 34(c) and 34(d), all which shall remain in full force and effect, as long as this provision does not in any way affect any right that the Company may have against the Bottler regarding any claim for non-payment of any debt or account payable by the Bottler to the Company or their authorized suppliers.

VII. BOTTLER'S OWNERSHIP AND CONTROL

28. The parties hereto acknowledge and agree that the Company has a legitimate interest in maintaining, promoting and protecting the performance, efficiency and integrity of the international general bottling, distribution and sales system. The parties hereof further acknowledge that the Company entered into this Contract *intuito personae* based the identity, characteristics and integrity of the owners, who control and manage the Bottler, and the Bottler hereby declares having fully informed the Company, before the execution of this Contract, about the owners and any parties having any interest or control or management over the Bottler. Therefore, the parties agree that, notwithstanding the provisions set forth in Section 16 or any other provision of this Section 28, in case of any change, due to any cause, of the individuals or legal entities that, directly or indirectly, own or control the Bottler, even any changes in their shareholding, the Company, at its discretion, may terminate this Contract immediately, without any liability for damages. So the Bottler covenants and undertakes:

(a) not to assign, transfer, pledge or in any way encumber this Contract or any interest or rights contained herein, in whole or in part, in favor of any third party or parties, without the prior written consent of the Company;

(b) not to delegate the performance of this Contract, in whole or in part, to any third party or parties, without the prior written consent of the Company;

(c) to immediately notify the Company should it be aware of any actions of third parties that may result or results in any change in ownership or control of the Bottler;

(d) to periodically make available to the Company, and when it so requests it, the complete records of the current owners of the Bottler and complete information regarding any third party or parties who control it, directly or indirectly;

(e) to the extent that the Bottler has legal control over any change in the ownership or control of the Bottler, not to initiate or implement or accept any such changes without the prior written consent of the Company; and

(f) if the Bottler has been incorporated as a partnership, not to change the participation of the company by including new partners or dismissing current ones, without the prior written consent of the Company.

In addition to the foregoing provisions of this Section 28, if an offer to change the ownership or control of the Bottler involves a direct or indirect transfer to, or the acquisition of the property or control of the Bottler, in whole or in part, by an individual or legal entity authorized by the Company to manufacture, sell, distribute or otherwise commercialize drinks and/or any trademarks of the Company (the "Acquiring Bottler"), the Company may request any information it deems relevant, both regarding the Bottler and the Acquiring Bottler, in order to determine whether or not to authorize the change. In any such circumstances, the parties expressly agree that, acknowledging the Company's legitimate interest to maintain,

promote and protect the performance, efficiency and integrity of the international general bottling, distribution and sales system, the Company may consider all factors and apply the criteria that considers relevant to give or withhold its consent.

The parties also acknowledge and agree that the Company, at its sole discretion, may refuse to accept any proposed change in the ownership or other situation under this Section 28 or may accept it subject to such conditions as it determines, at its sole discretion also. The parties stipulate and expressly agree that any violation by the Bottler of the agreements contained in this Section 28 shall entitle the Company to terminate this Contract immediately, without liability for damages, and also in view of personal nature of this Contract, the Company shall have the authority to terminate it without having any liability for damages, if any third party or parties obtain any direct or indirect ownership or control of the Bottler, even when the Bottler itself did not have the means to prevent the change if, according to the Company, this would allow the third party or parties to exercise any influence over the management of the Bottler or significantly alter the ability of the Bottler to fully comply with the terms, obligations and conditions of this Contract.

29. Prior to the issuance, offer, sale, transfer, negotiation or exchange of any of its shares or other titles of property, bonds, obligations or other titles of debt, or to promoting the sale of the latter, or to encouraging or seeking their acquisition or an offer to sell them, the Bottler shall have to obtain the written consent of the Company when it uses to that effect the Company’s name or the Trademarks or any description of its relationship with it in any prospect, advertisement or other sales effort. The Bottler cannot use the Company's name or Trademarks or any description of its business relationship with it in any prospect or advertisement used in connection with the acquisition of any share or other certificate property of a third party, without the written consent of the Company.

VIII. GENERAL PROVISIONS

30. The Company may assign any of its rights and delegate all or any part of its duties or obligations under this Contract, to one or more of its subsidiaries or affiliates, provided, however, that this delegation shall not release it from its contractual obligations under this Contract. In addition, it may -at its sole discretion- by giving written notice to the Bottler, appoint a third party as its representative to ensure that the Bottler fulfills its obligations under this Contract, with full powers to supervise its performance and demand the fulfillment of all the terms and conditions of this Contract.

31. Neither the Company nor the Bottler shall have to answer for any breach of their respective obligations hereunder, when such breach is due to or is the result of:

(a) a strike, boycott or any sanctions imposed by a sovereign nation or a supranational organization of sovereign nations, however they are assumed; or

(b) an act of God, force majeure, public enemies, by virtue of law and/or legislative or administrative measures (including the revocation of any governmental authority required by either party to comply with the terms of this Contract), an embargo, quarantine, revolt, insurrection, declared or undeclared war, a state of war or belligerency or risks or dangers inherent to the aforementioned; or

(c) any other cause beyond their control.

If the Bottler is unable to fulfill its obligations as a result of any of the contingencies set forth in this Section 31, while such the situation lasts, the Company and its Authorized Resellers shall be released from their obligations under Sections 2 and 5, provided that, if failure of either party to fulfill them persists for more than six (6) months, either party may terminate this Contract without any liability for damages.

32. (a) The Company reserves the sole and exclusive right to initiate any civil, administrative or criminal lawsuit or action and, in general, to use any legal remedy available to the Company it deems appropriate to protect its reputation, the Trademarks and other intellectual property rights and to protect the Concentrate, the Syrup and the Drink and to defend any action affecting any of them. When requested by the Company, the Bottler shall support it in any such actions. The Bottler may not file any claims against the Company due to such lawsuits or actions or to any omission to initiate or defend such lawsuits or actions. The Bottler shall promptly notify the Company of any litigation or process already initiated or threatened to be initiated that could affect these matters. The Bottler shall not initiate any judicial or administrative proceedings against any third party that may affect the interests of the Company, without the prior written consent of the latter.

(b) The Company is the sole and exclusive authorized to and responsible for initiating and defending all lawsuits and actions relating to the Trademarks. The Company may initiate or defend such proceeding or action on its own behalf or request the Bottler to initiate or defend such proceeding or action, either in its behalf (the Company's) or jointly with it.

33. (a) The Bottler agrees to consult with the Company regarding all claims, proceedings or product warranty claims brought against the Bottler in connection with the Drink or the Approved Containers and to adopt the measures for the defense of such claims or lawsuits that the Company may reasonably require in order to protect its interests on the Drink, the Approved Containers or the *crédito mercantil* (goodwill) related with the Trademarks.

(b) the Bottler shall indemnify and hold harmless the Company, its affiliates and their respective officers, directors and employees from and against all costs, expenses, damages, claims, liabilities and responsibilities arising from events or circumstances that are not attributable to the Company, including, without limitation, all costs and expenses incurred to solve them or reach a settlement, derived from the preparation, bottling , distribution, sale or promotion of the Drink by the Bottler, including, in without limitation, all costs arising from acts or breaches, negligent or not, of the Bottler and of its distributors, suppliers and wholesalers.

(c) the Bottler shall contract and maintain an insurance policy with insurance companies acceptable to the Company granting a broad and comprehensive coverage, in terms of the amounts and risks covered, with respect to the matters referred to in sub-section (b) above (including compensation contained therein) and when requested, it shall evidence to its satisfaction that such insurance exists. Compliance with this Section 33(c) shall not limit or relieve the Bottler from its obligations under Section 33(b) hereof.

34. Bottler covenants and agrees:

(a) not to make statements nor provide information to public or governmental authorities or to any third party relating to the Concentrate, the Syrup or the Drink without the prior written consent of the Company;

(b) in case its shares are listed or traded in the stock market, to provide the Company with any financial or other information relating to such Bottler results or projections at the same time it is obligated to provide such information in accordance with the regulations of the stock exchange or securities laws applicable to the Company or the Bottler;

(c) at any time during and after the term of this Contract, to maintain in strict confidence all secret and confidential information, including, without limiting the broadness of the foregoing, the mixing instructions and techniques, sales information, marketing and distribution, projects and plans related to the purpose of this Contract received by the Bottler from the Company or obtained in any other way and look after such information so that it is disclosed only to such officers, directors and employees who are thereby connected by reasonable provisions that set forth the confidentiality obligations set out in this Section; and

(d) upon the expiration or early termination of this Contract, to immediately deliver to the Company or to whom it may indicate all electromagnetic, computerized, digital materials or otherwise, written or graphic, that includes or contains any information that is subject to the obligation to confidentiality set forth herein.

35. The Company and the Bottler acknowledge that incidents that threaten the reputation and operations of the Bottler and/or adversely affect the good name, reputation and image of the Company and the Trademarks, may occur. To deal with such incidents, including, but not limited to, any quality problems related to the Drink, the Bottler shall appoint and organize a crisis management team and report to the Company the names of its members. The Bottler further agrees to fully cooperate with the Company and third parties so designated by it and coordinate all efforts to address and solve any incident in a manner consistent with crisis management systems that the Company may report regularly to the Bottler.

36. In the event that any provision of this Contract is or becomes legally invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of this Contract, provided that the invalidity or unenforceability of such provisions does not obstruct or unduly hinder the fulfillment of this document nor harm the property or validity of the Trademarks.

The right to termination set forth in Section 25(a)(2) shall not be affected by this provision.

37. (a) All issues and matters referred to hereunder, this Contract and any subsequent written amendments or additions, constitute the entire Contract between the Company and the Bottler. All previous agreements of any kind between the parties relating to the purpose hereunder are hereby canceled, except to the extent that they may include agreements and other

documents under the provisions of Section 17(a) hereunder, provided, however, that any written statement of the Bottler and of the Company took into consideration for entering into this Contract remains in force and binding to the Bottler.

(b) No waiver, modification, alteration or addition to this Contract or any of its provisions shall be binding on the Company or the Bottler, unless it has been signed by duly authorized representatives of the Company and the Bottler.

(c) All written notices given pursuant to this Contract must be delivered by courier, fax, in person or by registered mail(air) and shall be considered delivered on the date in which such notice was sent, was personally delivered or the registered mail was sent by mail. Such written notifications shall have to be sent to the last known address of the party involved. Each party shall opportunely notify the other of any change of address.

38. Failure by the Company to exercise promptly any right granted under this Contract, or to request the strict fulfillment with any obligation assumed in this instrument by the Bottler shall not be deemed a waiver of that right or the right to demand subsequent performance of each and every one of the obligations of the Bottler in this Contract.

39. The Bottler is an independent contractor and is not an agent, partner or joint account partner of the Company. The Bottler agrees that it shall not claim or allow to be considered an agent, partner or joint account partner of the Company.

40. Titles in this Contract are only included for convenience by the parties and shall not affect the interpretation of this Contract.

41. This Contract shall be construed and governed by and in accordance with the laws of Chile, without giving effect to any principles regarding choice or conflict of applicable laws.

IN WITNESS WHEREOF, the Company in Atlanta, Georgia, of the United States of America, and the Bottler, in Santiago de Chile, have arranged that their duly authorized representative(s) to that effect execute this Contract in triplicate, in the dates indicated bellow.

THE COCA-COLA COMPANY	EMBOTELLADORAS COCA-COLA POLAR S.A.
Por: _____	Por: _____
Representante Autorizado	Representante Autorizado
Fecha: AUG 22 2008	Fecha: _____

1.2.8 Chile's Bottler's Agreement Andina

BOTTLER AGREEMENT

THE FOLLOWING AGREEMENT, effective as of February 1, 2008, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, with its headquarters located at One Coca-Cola Plaza, N.W., Atlanta, State of Georgia, 30313, United States of America (hereinafter, the "Company") and EMBOTELLADORA ANDINA S.A., a company organized and existing under the laws of the Republic of Chile, domiciled in Av. El Golf 40, piso 4, Las Condes, Santiago, Chile (hereinafter, the "The Bottler").

CONSIDERING THAT:

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients for the preparation of drinks and a concentrate base for beverages (hereinafter, the "Concentrate"), whose formula is a trade secret of the Company, from which a syrup or powder is elaborated to prepare non alcoholic beverages (hereinafter, the "Syrup"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "Drink") to be sold in bottles and other containers and in other forms or ways;

B. The Company is the rightful holder of the Trademarks, including "Coca-Cola" and "Coke", that distinguish the Concentrate, the Syrup and the Drinks, the Featured Bottle of different sizes in which the Drink has been commercialized for many years, the presentation of the Featured Bottle, the Dynamic Ribbon and intellectual property embodied in the characteristic commercial presentation, other designs and packaging elements related with the Concentrate, the Syrup and the Drink ("Coca-Cola", "Coke", the Featured Bottle, the presentation of the Featured Bottle, the Dynamic Ribbon, the intellectual property embodied in the characteristic commercial presentation, the design and packaging elements related to the Concentrate, the Syrup and the Drink and any additional trademarks that the Company may take periodically with the purpose of distinguishing the Concentrate, the Syrup and the Drink, shall hereinafter be referred to as the "Trademarks");

C. The Company has the exclusive right to prepare, bottle, pack, distribute and sell the Drink and the right to manufacture and sell the Concentrate and the Syrup in Chile, among other countries;

D. The Company has designated and authorized certain third parties to supply the Concentrate to the Bottler (hereinafter, the "Authorized Providers");

E. The Bottler has requested the approval of the Company to use the Trademarks in connection with the preparation, bottling, packaging, distribution and sale of the Drink within the territory as defined and described in this Contract;

F. The Company is willing to grant the requested authorization to the Bottler pursuant to the terms and conditions set forth in this Contract.

THEREFORE, the abovementioned parties agree the following:

I. PURPOSE OF THE CONTRACT.

1. the Company hereby authorizes the Bottler, and the latter undertakes, subject to the following terms and conditions, to prepare and bottle the Drink in the containers approved periodically by the Company in writing (hereinafter, the "Approved Containers") and to distribute and sell the same under the Trademarks within, but only within the following territory (hereinafter the "Territory"):

In the Republic of Chile:
- Metropolitan Region
- San Antonio Province, V Region
- Cachapoal Region, VI Region

2. The Company or its Authorized Providers shall sell and deliver to the Bottler the quantities of Concentrate it requests periodically as long as the Bottler requests and the Company or its Authorized Providers sell and deliver to the Bottler, only the amounts of Concentrate that are necessary and sufficient to comply with the purpose of this Contract. To this regard, the Bottler agrees and undertakes to purchase the Concentrate solely from the Company or its Authorized Providers.

3. The Bottler shall exclusively use the Concentrate to produce Syrup and to prepare and bottle the Drink as determined by the Company periodically. The Bottler undertakes not to sell or resell the Concentrate or Syrup or allow that it ends up in the possession of third parties, without the prior written consent of the Company.

4. The Company reserves for itself the sole and exclusive right to determine at any time the formula, composition or ingredients of the Concentrate, Syrup and the Drink.

5. Except as expressly provided in this Contract, the Company shall refrain, during the term of the Contract hereof, from selling or distributing the Drink, or arranging it to be sold or distributed, within the Territory in Approved Containers. However, the Company reserves for itself the right to prepare and bottle the Drink in any container within the Territory for its sale outside of the same, and to prepare, bottle, distribute or sell, or authorize others to prepare, bottle, distribute or sell the Drink within the Territory in any container other than an Approved Container.

II. OBLIGATIONS OF THE BOTTLER RELATED TO COMMERCIALIZATION, PLANNING AND REPORTING

6. The Bottler agrees and commits to the Company:

(a) to make its best efforts and employ all possible and approved means in order to promote, develop and exploit all potential preparation, bottling, distribution, marketing and sale activities of the Drink throughout the Territory continuously creating, stimulating and expanding the future demand of the Drink and fully covering all aspects of its current demand;

(b) to prepare, bottle, distribute and sell the quantities of the Drink that cover in all aspects the total demand of the Drink within the Territory; however, with the prior written consent of the Company, the Bottler may purchase the Drink in Approved Containers from third parties designated in writing by the Company for their resale within the Territory;

(c) to invest all capital and obtain and employ all funds necessary for the organization, settlement, operation, maintenance and replacement within the Territory, of the facilities and equipment for the manufacture, storage, commercialization, distribution, delivery, transportation and other that may be necessary for the fulfillment of the obligations of the Bottler under this Contract;

(d) to have a competent and well-trained management and hire, train, maintain and direct all personnel necessary and sufficient in all aspects in order for the Bottler to meet all the obligations under this Contract;

(e) to provide to the Company, once per calendar year, a plan or program written in an acceptable manner and substance and in accordance with the Bottler's obligations under this Contract, showing in detail of the Bottler’s activities planned for the future twelve month period or for any such other period as may be requested by the Company; to diligently implement such program or plan, and report on the progress of the program to the Company, in writing in an acceptable manner and upon its request;

(f) to provide the Company with accurate and updated information on the production, distribution and sales of the Drink with the frequency, the details and in the manner requested by the Company; and

(g) to keep accurate books, accounts and records and provide to the Company financial, accounting and other information requested by the same enabling it to verify if the Bottler maintains the reasonably necessary consolidated financial capacity to comply with its obligations under this Contract in acknowledgment of the interest that the Company has to maintain, promote and protect the performance, efficiency and overall integrity of the bottling, distribution and sales system.

7. The Bottler shall, at its own expense, budget and spend funds for the advertisement, commercialization and promotion of the Drink that the Company reasonably requests in order to create, stimulate and maintain the demand for the same within the Territory, provided that the Bottler shall submit all advertising, marketing and promotional projects concerning Trademarks or the Drink to the prior approval of the Company and that it shall only use, publish, maintain or distribute the advertising, commercial or promotional material of the Trademarks or the Drink that it approves and authorizes. The Company may agree to periodically make, and subject to the terms and conditions set forth in each case, financial contributions to the Bottler’s marketing programs. The Company may also conduct, at its own expense and regardless of the Bottler, any additional sales, advertising or promotion activities within the Territory deemed useful or appropriate.

8. (a) The Bottler acknowledges that the Company has entered or may enter into contracts similar to this Contract with third parties outside of the Territory, and accepts the limitations that such contracts may reasonably impose to the Bottler in the

management of its business hereunder. The Bottler further undertakes to conduct its business in order to avoid conflict with such third parties and, in case of any disputes with them, to make all reasonable efforts to resolve them amicably.

(c) The Bottler shall not object the additional measures that the Company considers necessary and justified to be adopted in order to protect and improve the sales and the distribution system of the Drink, including, but not limited to, those that could be adopted regarding the provision to important and/or special customers whose activities transcend the limits of the Territory, even if such measures should limit the Bottler's rights under this Contract.

9. Acknowledging the important benefit that the uniform external appearance of the equipment of distribution and other equipment and materials utilized subject to this Contract provides to himself and to all other parties mentioned in Section 8 (a) above, the Bottler undertakes to accept and apply the rules adopted and issued periodically by the Company for the design and decoration of trucks and other delivery vehicles, boxes, cardboards, coolers, vending machines and other materials and equipment utilized in the distribution and sale of the Drink.

10. The Bottler acknowledges and agrees that the widest distribution and direct sales of the Drink to retailers and to final consumers within the Territory is essential to fully meet the demand for the Drink under this Contract. Despite the known advantages of the direct distribution, the Bottler shall be authorized to distribute and sell the Drink to wholesalers within the Territory that only sell to retailers in the Territory. Any other method of distribution shall be subject to the prior written approval of the Company.

11. (a) The Bottler shall prevent the Drink from being sold or distributed in any way outside of the Territory.

(b) Should the Drink prepared, bottled, distributed or sold by the Bottler be found in the Territory of another authorized Bottler or dealer (hereinafter, the "Affected Bottler") then, in addition to all other available resources:

(1) the Company may, at its sole discretion, immediately cancel the authorization of such bottles found in the Affected Bottler 's territory;

(2) the Company may charge the Bottler a compensation for the Drink found in the territory of the Affected Bottler, in an amount that includes all the loss of future earnings (lucrum cessans), expenses and other costs assumed by both the Company and the Affected Bottler;

(3) the Company may purchase the Drink elaborated, bottled, distributed or sold by the Bottler found in the territory of the Affected Bottler and the Bottler shall, in addition to any other obligation under this Contract, reimburse the Company the costs incurred thereof for the purchase, transportation and/or destruction of the said Drink.

(c) Should the Drink elaborated, bottled, distributed or sold by the Bottler be found in the territory of an Affected Bottler, the Bottler shall make available to the representatives of the Company all sales agreements and other records related to the Drink and assist the Company in all investigations related to the sale and distribution of Drink outside of the Territory.

(d) The Bottler shall immediately inform the Company of any request or offer to purchase the Drink made by a third party, when the Bottler knew or had a reason to believe or suspect that such request or offer would result in the Drink being marketed, sold, resold, distributed or redistributed outside of the Territory, in breach of this Contract.

III. OBLIGATIONS OF THE BOTTLER CONCERNING TRADEMARKS

12. The Bottler shall acknowledge at all times and shall not challenge the validity and ownership of the Company Trademarks.

13. Nothing in this Contract shall give the Bottler any whatsoever participation in the Trademarks or the crédito mercantil (goodwill) related to the same or regarding any label, design, bottling or other visual representations of the same or used in connection therewith; and the Bottler hereby acknowledges and agrees that all rights and interests created by the use of such Trademarks, labels, designs, containers or other visual representations shall benefit and belong to the Company. The Company and the Bottler agree and understand that subject to this Contract, the Bottler is only awarded a simple temporary permit , that considers no right or interest and no payment of any fee or royalty, to use such Trademarks, labels, designs, containers or other visual representations thereof, in connection with the elaboration, bottling, distribution and sale of the Drink in Approved Containers; use that shall have to be exercised in such away and result so that all crédito mercantil (goodwill) related thereto is vested into the Company as the source and origin of the said Drink, and the Company shall have the absolute right to determine in all cases, the type of presentation and the other measures necessary or advisable to ensure the compliance with this Section 13.

14. The Bottler shall not adopt or use any name, corporate name, business name, title or other commercial designation that includes the words "Coca-Cola", "Coca", "Cola", "Coke" or any of them, or any name whose similarity to any of these may be misleading, neither any graphic or visual representation of the Trademarks nor any other trademark or intellectual property of the Company, without its the prior written consent.

15. The Bottler undertakes and accepts during the term of this Contract and in compliance with applicable law:

(a) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected with any business representation or container that imitates a business representation or container regarding which the Company claims an exclusive interest, or may look like or be misleading or be perceived by consumers as being so similar to such commercial representation or container, that causes confusion;

(b) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected to any trademark or other denomination that mimics or infringes any Trademarks or may look like any product that leads the public to believe it is elaborated by the Company, due to the connection of the Bottler with the activities of manufacturing, preparation, bottling, distribution and sale of the Drink; without in any way limiting the foregoing, it is hereby understood and expressly established that the use of the word "Coca" or an equivalent, in local language or phonics, under any format or any other graphic word or sounds similar to the same, or that mimics it, in any product other than a product of the Company shall be considered a breach of the registered trademark "Coca-Cola" or as an attempt to generate confusion;

(c) not to manufacture, prepare, bottle, distribute, sell, negotiate or in any way be related to non-alcoholic drinks different to those prepared, bottled, distributed or sold by the Bottler with the authorization of the Company, except with the prior written consent of the same thereof;

(d) not to use delivery vehicles, boxes, cardboards, coolers, vending machines and other equipment bearing the Trademarks to distribute and sell any other products different to those identified by the Trademarks, without the prior written authorization of the Company;

(e) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise relate with any other concentrate, base for beverage, syrup or drink that may be or confused with or look like the Concentrate, the Syrup or the Drink;

(f) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise interact with (i) any drink that is commercialized under the denomination "cola" (either on its own or jointly with any other word or words) or any phonetic interpretation of such word, or (ii) any drink commercialized under the name "cola" or that in any other manner mimics the Concentrate, the Syrup or the Drink or that may replace them during the term of this Contract and, in recognition of the valuable rights conferred by the Company to the Bottler in this Contract, for an additional period of two years following this date, and

(g) not to acquire or hold, either directly or indirectly, any participation in the property of, or enter into any contract or agreement regarding the administration or control of any individual or legal entity, within or outside the Territory, to perform any of activities prohibited by this Section 15.

The agreements contained herein are applicable not only to the activities which the Bottler carries out directly, but also to the activities in which the Bottler may have an indirect interest through the ownership, control, management, partnership, agreement or otherwise, whether within or outside the Territory.

16. The parties understand and agree that in the event that:

(a) a third party who is, at the Company’s judgment, interested directly or indirectly, through ownership, control, management or otherwise in the manufacture, preparation, bottling, distribution or sale of any product specified in Section 15 of this Contract, acquires or obtains the control or may have any direct or indirect influence on the administration of the Bottler; or

(b) any individual, firm or company that has a majority participation in or the direct or indirect control of the Bottler or that is directly or indirectly controlled, either by the Bottler or by any third party having the control or, according to the Company’s judgment, any direct or indirect influence on the administration of the Bottler, is involved in the preparation, bottling, distribution or sale of any of the products specified in Section 15 herein; then the Company shall be entitled terminate this Contract immediately without any compensation for damages, unless the third party making the acquisition referred to in sub-section(a) herein or the individual, firm or company referred to in sub-section(b) hereof, upon notification

in writing by the Company of its intention to terminate this Contract, agrees to cease and effectively stop the preparing, producing, bottling, distributing or selling the said Product(s) within a reasonable term, which shall not exceed six (6) months, as from the date of the notification.

17. (a) If, for the purposes specified in this Contract, the Company requests, in accordance to applicable laws governing the intellectual property registration and license, the Bottler to be registered as a registered user or licensee of the Trademarks, then, at the request of the Company, the Bottler shall have to enter into any and all contracts and documents necessary to register, modify or cancel the registration or record required.

(b) If the competent public authority rejects any application for registration or record of the Company or the Bottler as registered users or licensees of any Trademarks regarding the Drink, then the Company shall have the right to terminate this Contract immediately.

IV. BOTTLER OBLIGATIONS REGARDING THE PREPARATION AND BOTTLING OF THE DRINK

18. (a) The Bottler agrees and accepts to use the Concentrate only in the preparation of the Syrup and the Syrup, only to prepare and bottle the Drink, strictly following and complying the written instructions that the Company shall periodically deliver to the Bottler. The Bottler further agrees and accepts to comply at all times when preparing, bottling and distributing the Drink, with the provisions, including quality, hygiene, environmental and other regulations established periodically in writing by the Company and all applicable legal requirements.

(b) The Bottler, knowing the relevance of being able to identify the manufacturer of the Drink in the market, agrees to use identification codes in all bottling materials of the Drink, including Approved Containers and non-returnable boxes. The Bottler also agrees to install, maintain and operate the machinery and equipment necessary to apply such identification codes. The Company shall periodically deliver to the Bottler the necessary written instructions concerning the format of the identification codes that the Bottler shall have to use and the production and sales records that it must keep.

(c) In the event that the Company determines or becomes aware of the existence of any quality or technical problems regarding the Drink o the Approved Containers for the Drink, it shall be entitled to request the Bottler to adopt all necessary measures to remove the Drink immediately from the market or commerce, as applicable. The Company shall notify the Bottler its decision to request the Bottler to withdraw the Drink from the market or commerce by telephone, fax, email or by any other means of immediate communication, with the corresponding written acknowledgment of receipt; and the Bottler, upon reception of such notice, shall immediately cease the distribution of such Drink and shall adopt all other measures that the Company considers necessary to remove such Drink from the market or commerce.

(d) If the Bottler determines or becomes aware of the existence of quality or technical problems related to Drink or the Approved Containers for the Drink, it must immediately notify the Company by telephone, fax, email, or any other means of immediate communication, with written acknowledgment of receipt. This notification shall include: (1) the identification and quantities of the Drink in question, including the specific Approved Containers, (2) the coding data, and (3) all other relevant data to help locate such Drink.

The Bottler shall at all times allow the Company, its officers, agents or its designated staff, to enter and inspect the premises, equipment and methods used by the Bottler, directly or indirectly, in or for the preparation, bottling, storage or handling of the Drink with the purpose of determining if the Bottler is complying with the terms of this Contract, including, without limitation, Sections 18 and 22. The Bottler further agrees to provide to the Company as it may request it periodically, all information relating to the compliance by the Bottler of the terms of this Contract, including, without limitation, those set forth in Sections 18 and 22.

19. The Bottler shall, at its own expense, deliver to the Company samples of the Syrup, the Drink and the materials used in the production of the Syrup and the Drink, according to the instructions that the Company shall provide periodically.

20. (a) In the bottling, distribution and sale of the Drink, the Bottler shall use only Approved Containers and lids, boxes, labels and other packaging materials approved periodically by the Company and the Bottler shall buy such items only from suppliers that the Company has authorized in writing to manufacture the items to be used in connection with the Trademarks and the Drink. The Company shall use its best efforts to approve two or more suppliers of such articles, provided that the said authorized suppliers may be located inside or outside the Territory.

(b) The Bottler shall inspect the Approved Containers and lids, boxes, labels and other packaging materials to be used in relation to the Drink and use only such items that the Bottler has determined that both, meet the standards set by applicable laws in the Territory and the standards and specifications prescribed by the Company. The Bottler shall assume all

responsibility for the use of such approved containers, lids, boxes, labels and other packaging materials, regarding which it has determined that they comply with the standards mentioned above.

(c) The Bottler shall maintain at all times sufficient stock of Approved Containers, lids, boxes, labels and other packaging materials in order to fully meet the demand of the Drink in the Territory.

21. (a) The Bottler acknowledges that increases in the demand for the Drink, as well as changes in Approved Containers, may require periodic modifications or other changes to its existing manufacturing, bottling, delivery or distribution equipment, or the acquisition of additional manufacturing, packaging, delivery or distribution equipment. The Bottler agrees to make all changes to the equipment and purchase and install the additional necessary equipment with sufficient anticipation to allow the introduction of new Approved Containers and the preparation and bottling of the Drink according to the permanent obligations of the Bottler to develop, stimulate and fully satisfy the demand of the Drink in the Territory.

(b) If returnable Approved Containers are used in the preparation, bottling, distribution and sale of the Drink, the Bottler agrees to periodically invest the necessary capital and allocate and utilize the necessary funds to create and maintain sufficient stock of returnable Approved Containers. In order to ensure the permanent quality and appearance of the stock of returnable Approved Containers, the Bottler also agrees to replace all or part of the stock of such Approved Containers, as reasonably necessary in accordance with the obligations of the Bottler in accordance to this Contract.

(c) The Bottler shall not use or allow the Approved Containers, lids, boxes, labels and other packaging materials mentioned in this Contract to be used for any purpose other than in connection with the Drink and it shall not refill or otherwise reuse non-returnable Approved Containers that have been previously used.

22. (a) The Bottler shall be solely responsible for the fulfillment of its obligations under this Contract in accordance with all laws, rules and regulations that are issued by local or government authorities applicable in the Territory and shall immediately inform the Company of any provision that could prevent or limit in any way the strict compliance by the Bottler of its obligations hereunder.

(b) Notwithstanding the foregoing, the Bottler covenants and undertakes to comply at all times with (i) all environmental, health and safety laws and regulations and other legal requirements established by the corresponding governmental authorities in the Territory, and (ii) standards or environmental programs issued in writing by the Company periodically.

V. CONDITIONS OF PURCHASE AND SALE

23. (a) Through written notice to the Bottler, the Company reserves to itself the right to periodically review and at any time, at its sole discretion, set the price of the Concentrate, the Authorized Providers, the point of supply and the alternative points for the provision of Concentrate, the delivery and payment conditions and the currency or currencies acceptable to the Company or its Authorized Providers.

(b) If the Bottler is not willing to pay the revised price of the Concentrate, it shall have to notify it in writing to the Company within thirty (30) days after having received the written notice from the Company. In this case, this Contract shall be automatically terminated within three (3) consecutive months after the Bottler had received of the notification, without any parties' liability for damages.

(c) If the Bottler does not notify the Company regarding the revision of the price of the Concentrate as set forth in sub-section (b) above, it shall be deemed that such revision has been accepted.

(d) To the extent permitted by applicable law in the Territory, the Company reserves the right to fix and revise, by written notice to the Bottler, the maximum prices at which the Bottler may sell the Drink in Approved Containers to wholesalers and retailers, and the maximum prices of the Drink at retail. It is thus acknowledged that the Bottler shall be able to sell the Drink to wholesalers and retailers and authorize retail sales of the Drink at prices below the maximum prices. However, the Bottler cannot increase the maximum prices established or revised by the Company at which it may sell the Drink in Approved Containers to wholesalers and retailers, nor allow the increase of maximum prices of the Drink in retailers without the written authorization of the Company.

(e) the Bottler agrees to charge retailers or wholesalers, as applicable, for each returnable Approved Container and every box delivered to them, such deposits that the Company establishes periodically in writing, by giving notice to the Bottler and to make all reasonable diligent efforts to recover all returnable Approved Containers and empty boxes and, at the time of their

retrieval, to reimburse or credit the deposits made for such and returnable Approved Containers and boxes returned undamaged and in good condition.

VI. TERM AND TERMINATION

24. This Contract shall expire, without notice, on December 31, 2012, unless it is terminated early as provided in herein. The parties acknowledge and agree that the Bottler shall have no right to claim a tacit renewal of this Contract.

(b) If the Bottler has fully complied with all the terms, covenants, conditions and provisions of this Contract during the term, and if capable of promoting, developing and exploiting permanently the full potential of the business of preparing, bottling, distributing and selling the Drink, the Bottler may request an extension of this Contract for a additional period of 5 (five) years. The Bottler shall have to request the extension in writing to the Company at least six (6) months but not more than twelve (12) months, prior to the expiration date of this Contract. This request for extension made by the Bottler shall have to be supported by the documentation requested by the Company, including such information regarding the Bottler's compliance of the performance obligations contained in this Contract and that supports the permanent ability of the Bottler to develop, stimulate and fully satisfy the demand for the Drink within the Territory. If, at the Company's sole discretion, the Bottler has complied with the necessary conditions to extension of this Contract, then the latter may, by written notice, agree to extend this Contract for such further period or such shorter period that the Company determines.

(c) After the expiration of any additional period, this Contract shall expire permanently without notice, and the Bottler shall have no right to claim a tacit renewal thereof.

25. (a) The Company or the Bottler may terminate this Contract immediately and without liability for damages, by the party having the right to terminate the Contract giving written notice to the other party:

(1) if the Company, the Authorized Resellers or the Bottler cannot legally obtain foreign currencies to remit them abroad in payment for the imports of Concentrate or ingredients or materials needed to manufacture the Concentrate, the Syrup or the Drink; or

(2) if any part to this Contract does not comply with the laws or regulations applicable in the Territory and, thus, or as a result of any other laws affecting this Contract, any of the material provisions of this Contract cannot be legally fulfilled or the Syrup cannot be elaborated, or the Drink cannot be prepared or sold in accordance with the instructions of the Company pursuant to Section 18 or if the Concentrate cannot be manufactured or sold in accordance with the Company's formula or under the rules prescribed by it.

(b) The Company may terminate this Contract immediately without liability for damages:

(1) if the Bottler becomes insolvent or if a petition for bankruptcy is filed against or on behalf of the Bottler and its is not dismissed or rejected within the following one hundred twenty (120) days, or if the Bottler reaches a settlement for liquidation or if an decision of liquidation or instructing the judicial administration is ruled against the Bottler, or if a liquidator (receiver) is appointed to manage the business of the Bottler, or if the Bottler holds any judicial or voluntary settlement with its creditors or reaches similar agreements with them or makes an assignment in benefit of its creditors; or

(2) in case of a dissolution, nationalization or expropriation of the Bottler, or the case of confiscation of production or distribution assets held by the Bottler.

26. (a) The Company or the Bottler may also terminate this Contract without liability for damages, if the other party does not fulfill one or more of the terms, covenants or conditions of this Contract and fails to cure such breach within sixty (60) days after the date on which the party has received written notice of such breach.

(b) In addition to all other remedies to which the Company may be entitled hereunder, if the Bottler at any time does not follow the instructions or does not meet the rules prescribed by the Company or the ones required by applicable law in the Territory relating to the preparation and bottling of the Syrup or the Drink, the Company shall be entitled to prohibit the production of the Syrup or the Drink until the breach is remedied to its satisfaction, and also it may request the suspension of the distribution and delivery of the Drink and instruct the recall from the market or commerce, at the Bottler's expense, of the Drink that does not comply with or its has not been prepared in accordance with such instructions, rules or requirements, and the Bottler undertakes to comply promptly with such prohibition or request. While the prohibition is in force, the Company

shall have the right to suspend deliveries of Concentrate to the Bottler, and supply the Drink directly or enter into contracts with third parties form them to procure it within the Territory. No prohibition or request shall be deemed a waiver of the Company's rights to terminate this Contract pursuant to this Section 26.

27. After the expiration or early termination of this Contract:

(a) The Bottler shall no longer prepare, bottle, distribute or sell the Drink or use the Trademarks, Approved Containers, lids, boxes, labels or other packaging or advertising, promotional or marketing material that has been used or is intended to be used by the Bottler only in connection with the preparation, bottling, distribution and sale of the Drink;

(b) the Bottler shall immediately remove all references to the Company, the Drink and the Trademarks from its facilities, delivery vehicles, vending machines, coolers and other equipment and all paperwork and the written, graphic, electromagnetic, digital or another material destined to the advertising, marketing or promotional the it uses or holds: and, as from that moment, it shall no claim to have any relationship with the Company, the Drink or the Trademarks;

(c) the Bottler shall immediately deliver to the Company or to a third party designated by it, all the Concentrate, the Drink contained in Approved Containers, the usable Approved Containers bearing the Trademarks or any of them, lids, boxes, labels and other packaging materials bearing the Trademarks, as well as all promotional material of the Drinks, which are still in its possession or under its control, and the Company, at the time of delivery of the same in accordance with such instructions, shall pay the Bottler an amount equal to the fair market value of such supplies or materials, provided that it shall only accept and pay for those supplies or materials that are in excellent condition and can be used; and, further provided, that all the Approved Containers, lids , boxes, labels and other packaging materials and advertising materials bearing the name of the Bottler and that any supplies and materials that are not in condition to be used according to the rules of the Company, shall have to be destroyed by the Bottler at its own expense; and also, provided, that if it terminates this Contract in accordance with the provisions of Sections 16, 23 (b), 25(a), 26 or 28 or as a result of any of the contingencies provided in Section 31 (even in the event of termination by law), or if the Bottler terminates this Contract for any reason other than those provided in Sections 23 (b) or 26, the Company shall have the option, but not the obligation, to purchase from the Bottler the supplies and materials set forth above; and

(d) all rights and obligations provided for herein shall expire, cease and terminate, whether they are expressly established or arise from the uses, customs, practices or any other circumstance, with the exception of the provisions relating to the Bottler's obligations set forth in Sections 11(b)(2) and (b)(3) and 12, 13, 14, 15(f), 17(a), 27, 32, 33, 34(a) , 34(c) and 34(d), all which shall remain in full force and effect, as long as this provision does not in any way affect any right that the Company may have against the Bottler regarding any claim for non-payment of any debt or account payable by the Bottler to the Company or their authorized suppliers.

VII. BOTTLER'S OWNERSHIP AND CONTROL

28. The parties hereto acknowledge and agree that the Company has a legitimate interest in maintaining, promoting and protecting the performance, efficiency and integrity of the international general bottling, distribution and sales system. The parties hereof further acknowledge that the Company entered into this Contract intuito personae based the identity, characteristics and integrity of the owners, who control and manage the Bottler, and the Bottler hereby declares having fully informed the Company, before the execution of this Contract, about the owners and any parties having any interest or control or management over the Bottler. Therefore, the parties agree that, notwithstanding the provisions set forth in Section 16 or any other provision of this Section 28, in case of any change, due to any cause, of the individuals or legal entities that, directly or indirectly, own or control the Bottler, even any changes in their shareholding, the Company, at its discretion, may terminate this Contract immediately, without any liability for damages. So the Bottler covenants and undertakes:

(a) not to assign, transfer, pledge or in any way encumber this Contract or any interest or rights contained herein, in whole or in part, in favor of any third party or parties, without the prior written consent of the Company;

(b) not to delegate the performance of this Contract, in whole or in part, to any third party or parties, without the prior written consent of the Company;

(c) to immediately notify the Company should it be aware of any actions of third parties that may result or results in any change in ownership or control of the Bottler;

(d) to periodically make available to the Company, and when it so requests it, the complete records of the current owners of the Bottler and complete information regarding any third party or parties who control it, directly or indirectly;

(e) to the extent that the Bottler has legal control over any change in the ownership or control of the Bottler, not to initiate or implement or accept any such changes without the prior written consent of the Company; and

(f) if the Bottler has been incorporated as a partnership, not to change the participation of the company by including new partners or dismissing current ones, without the prior written consent of the Company.

In addition to the foregoing provisions of this Section 28, if an offer to change the ownership or control of the Bottler involves a direct or indirect transfer to, or the acquisition of the property or control of the Bottler, in whole or in part, by an individual or legal entity authorized by the Company to manufacture, sell, distribute or otherwise commercialize drinks and/or any trademarks of the Company (the "Acquiring Bottler"), the Company may request any information it deems relevant, both regarding the Bottler and the Acquiring Bottler, in order to determine whether or not to authorize the change. In any such circumstances, the parties expressly agree that, acknowledging the Company's legitimate interest to maintain, promote and protect the performance, efficiency and integrity of the international general bottling, distribution and sales system, the Company may consider all factors and apply the criteria that considers relevant to give or withhold its consent.

The parties also acknowledge and agree that the Company, at its sole discretion, may refuse to accept any proposed change in the ownership or other situation under this Section 28 or may accept it subject to such conditions as it determines, at its sole discretion also. The parties stipulate and expressly agree that any breach by the Bottler of the agreements contained in this Section 28 shall entitle the Company to terminate this Contract immediately, without liability for damages; and also in view of personal nature of this Contract, the Company shall have the authority to terminate it without having any liability for damages, if any third party or parties obtain any direct or indirect ownership or control of the Bottler, even when the Bottler itself did not have the means to prevent the change if, according to the Company, this would allow the third party or parties to exercise any influence over the management of the Bottler or significantly alter the ability of the Bottler to fully comply with the terms, obligations and conditions of this Contract.

29. Prior to the issuance, offer, sale, transfer, negotiation or exchange of any of its shares or other titles of property, bonds, obligations or other titles of debt, or to promoting the sale of the latter, or to encouraging or seeking their acquisition or an offer to sell them, the Bottler shall have to obtain the written consent of the Company when it uses to that effect the Company's name or the Trademarks or any description of its relationship with it in any prospect, advertisement or other sales effort. The Bottler cannot use the Company's name or Trademarks or any description of its business relationship with it in any prospect or advertisement used in connection with the acquisition of any share or other certificate property of a third party, without the written consent of the Company.

VIII. GENERAL PROVISIONS

30. The Company may assign any of its rights and delegate all or any part of its duties or obligations under this Contract, to one or more of its subsidiaries or affiliates, provided, however, that this delegation shall not release it from its contractual obligations under this Contract. In addition, it may -at its sole discretion- by giving written notice to the Bottler, appoint a third party as its representative to ensure that the Bottler fulfills its obligations under this Contract, with full powers to supervise its performance and demand the fulfillment of all the terms and conditions of this Contract.

31. Neither the Company nor the Bottler shall have to answer for any breach of their respective obligations hereunder, when such breach is due to or is the result of:

(a) a strike, boycott or any sanctions imposed by a sovereign nation or a supranational organization of sovereign nations, however they are assumed; or

(b) an act of God, force majeure, public enemies, by virtue of law and/or legislative or administrative measures (including the revocation of any governmental authority required by either party to comply with the terms of this Contract), an embargo, quarantine, revolt, insurrection, declared or undeclared war, a state of war or belligerency or risks or dangers inherent to the aforementioned; or

(c) any other cause beyond their control.

If the Bottler is unable to fulfill its obligations as a result of any of the contingencies set forth in this Section 31, while such the situation lasts, the Company and its Authorized Resellers shall be released from their obligations under Sections 2 and 5, provided that, if failure of either party to fulfill them persists for more than six (6) months, either party may terminate this Contract without any liability for damages.

32. (a) The Company reserves the sole and exclusive right to initiate any civil, administrative or criminal lawsuit or action and, in general, to use any legal remedy available to the Company it deems appropriate to protect its reputation, the Trademarks and other intellectual property rights and to protect the Concentrate, the Syrup and the Drink and to defend any action affecting any of them. When requested by the Company, the Bottler shall support it in any such actions. The Bottler may not file any claims against the Company due to such lawsuits or actions or to any omission to initiate or defend such lawsuits or actions. The Bottler shall promptly notify the Company of any litigation or process already initiated or threatened to be initiated that could affect these matters. The Bottler shall not initiate any judicial or administrative proceedings against any third party that may affect the interests of the Company, without the prior written consent of the latter.

(b) The Company is the sole and exclusive authorized to and responsible for initiating and defending all lawsuits and actions relating to the Trademarks. The Company may initiate or defend such proceeding or action on its own behalf or request the Bottler to initiate or defend such proceeding or action, either in its behalf (the Company's) or jointly with it.

33. (a) The Bottler agrees to consult with the Company regarding all claims, proceedings or product warranty claims brought against the Bottler in connection with the Drink or the Approved Containers and to adopt the measures for the defense of such claims or lawsuits that the Company may reasonably require in order to protect its interests on the Drink, the Approved Containers or the crédito mercantil (goodwill) related with the Trademarks.

(b) the Bottler shall indemnify and hold harmless the Company, its affiliates and their respective officers, directors and employees from and against all costs, expenses, damages, claims, liabilities and responsibilities arising from events or circumstances that are not attributable to the Company, including, without limitation, all costs and expenses incurred to solve them or reach a settlement, derived from the preparation, bottling , distribution, sale or promotion of the Drink by the Bottler, including, in without limitation, all costs arising from acts or breaches, negligent or not, of the Bottler and of its distributors, suppliers and wholesalers.

(c) the Bottler shall contract and maintain an insurance policy with insurance companies acceptable to the Company granting a broad and comprehensive coverage, in terms of the amounts and risks covered, with respect to the matters referred to in sub-section (b) above (including compensation contained therein) and when requested, it shall evidence to its satisfaction that such insurance exists. Compliance with this Section 33(c) shall not limit or relieve the Bottler from its obligations under Section 33(b) hereof.

34. Bottler covenants and agrees:

(a) not to make statements nor provide information to public or governmental authorities or to any third party relating to the Concentrate, the Syrup or the Drink without the prior written consent of the Company;

(b) in case its shares are listed or traded in the stock market, to provide the Company with any financial or other information relating to such Bottler results or projections at the same time it is obligated to provide such information in accordance with the regulations of the stock exchange or securities laws applicable to the Company or the Bottler;

(c) at any time during and after the term of this Contract, to maintain in strict confidence all secret and confidential information, including, without limiting the broadness of the foregoing, the mixing instructions and techniques, sales information, marketing and distribution, projects and plans related to the purpose of this Contract received by the Bottler from the Company or obtained in any other way and look after such information so that it is disclosed only to such officers, directors and employees who are thereby connected by reasonable provisions that set forth the confidentiality obligations set out in this Section; and

(d) upon the expiration or early termination of this Contract, to immediately deliver to the Company or to whom it may indicate all electromagnetic, computerized, digital materials or otherwise, written or graphic, that includes or contains any information that is subject to the obligation to confidentiality set forth herein.

35. The Company and the Bottler acknowledge that incidents that threaten the reputation and operations of the Bottler and/or adversely affect the good name, reputation and image of the Company and the Trademarks, may occur. To deal with such incidents, including, but not limited to, any quality problems related to the Drink, the Bottler shall appoint and organize a crisis management team and report to the Company the names of its members. The Bottler further agrees to fully cooperate with the Company and third parties so designated by it and coordinate all efforts to address and solve any incident in a manner consistent with crisis management systems that the Company may report regularly to the Bottler.

36. In the event that any provision of this Contract is or becomes legally invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of this Contract, provided that the invalidity or unenforceability of such

provisions does not obstruct or unduly hinder the fulfillment of this document nor harm the property or validity of the Trademarks. The right to termination set forth in Section 25(a)(2) shall not be affected by this provision.

37. (a) All issues and matters referred to hereunder, this Contract and any subsequent written amendments or additions, constitute the entire Contract between the Company and the Bottler. All previous agreements of any kind between the parties relating to the purpose hereunder are hereby canceled, except to the extent that they may include agreements and other documents under the provisions of Section 17(a) hereunder, provided, however, that any written statement of the Bottler and of the Company took into consideration for entering into this Contract remains in force and binding to the Bottler.

(b) No waiver, modification, alteration or addition to this Contract or any of its provisions shall be binding on the Company or the Bottler, unless it has been signed by duly authorized representatives of the Company and the Bottler.

(c) All written notices given pursuant to this Contract must be delivered by courier, fax, in person or by registered mail(air) and shall be considered delivered on the date in which such notice was sent, was personally delivered or the registered mail was sent by mail. Such written notifications shall have to be sent to the last known address of the party involved. Each party shall opportunely notify the other of any change of address.

38. Failure by the Company to exercise promptly any right granted under this Contract, or to request the strict fulfillment with any obligation assumed in this instrument by the Bottler shall not be deemed a waiver of that right or the right to demand subsequent performance of each and every one of the obligations of the Bottler in this Contract.

39. The Bottler is an independent contractor and is not an agent, partner or joint account partner of the Company. The Bottler agrees that it shall not claim or allow to be considered an agent, partner or joint account partner of the Company.

40. Titles in this Contract are only included for convenience by the parties and shall not affect the interpretation of this Contract.

41. This Contract shall be construed and governed by and in accordance with the laws of Chile, without giving effect to any principles regarding choice or conflict of applicable laws.

IN WITNESS WHEREOF, the Company in Atlanta, Georgia, of the United States of America, and the Bottler, in Santiago de Chile, have arranged that their duly authorized representative(s) to that effect execute this Contract in triplicate, in the dates indicated bellow.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: JAN 2 2 2008

EMBOTELLADORA ANDINA, S.A.

Por: _____
Representante Autorizado

Fecha: Embotelladora Andina S.A. 31 ENE 2008

LEGAL VºBº

1.2.9 Chile's Bottler's Agreement Andina (Exhibit)

The Coca-Cola Company

COCA-COL.A Pl.AZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. BOX 1734
ATLANTA, GA 30301
404 676-2121

February 1, 2013

Messrs
Embotelladora Andina S.A.
Av. El Golf 40, Piso 4, Las Condes
Santiago, Región Metropolitana
Santiago, Metropolitan Region
Chile

Dear Sirs:

In reference to the Bottler Agreement effective as of February 10, 2008, entered into by and between THE COCA-COLA COMPANY (hereinafter the "Company") and EMBOTELLADORA ANDINA S.A. (hereinafter the "Bottler"), by which the Bottler is authorized to prepare and bottle the Drink COCA-COLA, and in relation to any other additional authorization for the sale and distribution of other Company Drinks under the Trademarks (hereinafter jointly referred to as the "Bottler Agreement") in the Territory described in the Bottler Agreement, the same is hereby extended as from February 1, 2013 until:

January 1, 2018

Except for such extension, all terms and conditions of the Bottler Agreement shall remain in full force and effect and, upon the expiration of the said extension it shall inevitably expire on January 1, 2018, without any notice and the Bottler shall not be entitled to claim a tacit renewal thereof.

Atentamente,
THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Aceptado:
EMBOTELLADORA ANDINA S.A.

Por: _____
Representante Autorizado

The Coca-Cola Company
COCA-COL.A Pl.AZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. BOX 1734
ATLANTA, GA 30301
404 676-2121

February 1, 2013

Messrs
Embotelladora Andina S.A.
Av. El Golf 40, Piso 4
Las Condes
Santiago, Región Metropolitana
Chile

AUTHORIZATION FOR AIRPLANE AND SHIPS

Sirs:

In reference to the Bottler Agreement that is in force as of February 1, 2008, executed by and between THE COCA-COLA COMPANY (hereinafter the "Company") and EMBOTELLADORA ANDINA S.A. (hereinafter the "Bottler"), whereby the Bottler was authorized, as from that date, to prepare, distribute and sale the Drink COCA-COLA, and to other authorizations for other beverages identified with different brands owned by the Company (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

Hereby, the Bottler is granted a non-exclusive authorization to distribute the Drinks in Approved Containers subject to the Bottler Agreements, for their sale onboard airplanes and ships within the Territory, subject to the following conditions:

1. This Authorization may be cancelled by the Company at any time, and shall automatically terminate with the expiration or early termination of the Coca-Cola Bottler Agreement.

2. Upon the expiration or early termination of this authorization, the Bottler shall immediately cease the distribution or sale of the Drinks in Approved Containers to airplanes and ships.

3. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization.

This authorization supersedes any previous one granted by the Company to the Bottler in connection with the subject matter hereof.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Aceptado:
EMBOTELLADORA ANDINA S.A.

Por: _____
Representante Autorizado

The Coca-Cola Company
COCA-COL.A Pl.AZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. BOX 1734
ATLANTA, GA 30301
404 676-2121

February 1, 2013

Messrs
Embotelladora Andina S.A.
Av. El Golf 40, Piso 4
Las Condes
Santiago, Región Metropolitana
Chile

AUTHORIZATION FOR DISTRIBUTION

Sirs:

In reference to the Bottler Agreement that is in force as of February 1, 2008, executed by and between THE COCA-COLA COMPANY (hereinafter the "Company") and EMBOTELLADORA ANDINA S.A. (hereinafter the "Bottler"), whereby the Company authorized the Bottler to prepare, distribute and sell the Drink COCA-COLA , and to authorizations for other drinks identified with different brands owned by the Company (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

The Bottler is, hereby, granted a non-exclusive authorization to purchase from the Company or from whom it may authorize, the Drinks in Approved Containers for their Distribution under the Bottler Agreements and to sell and distribute them in all the Territory, subject to the following conditions:

1. This authorization or any Drink or Approved Container for Distribution listed herein may be canceled by the Company or the Bottler by written notice given ninety (90) days in advance and shall automatically terminate upon the expiration or early termination of the COLA-COLA Bottler Agreement.

2. Upon the termination of cancellation of this authorization, the Bottler shall immediately suspend all the purchase, distribution y sale of the Drinks in Approved Containers for the Distribution within the Territory.

3. Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional authorization as applicable in the sale and distribution of Drinks.

This authorization supersedes any previous authorizations granted by the Company to the Bottler in connection with the subject matter hereof.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Aceptado:
EMBOTELLADORA ANDINA S.A.

Por: _____
Representante Autorizado

Annex 1

To the Authorization for distribution executed between The Coca-Cola Company and Embotelladora Andina S.A., effective as of February 1, 02/03/2013

For purposes of this authorization, Drinks and Authorized Containers are:

Authorized Provider	Product	Container	Capacity
Envases Central S.A.	Burn	Can	310-ML
	Aquarius by Andina Manzana	PET Fam.	1.5-LTR
	Aquarius by Andina Manzana	PET Pers.	500-ML
	Aquarius by Andina Manzana	RGB Pers.	250-ML
	Aquarius by Andina Uva	PET Fam.	1.5-LTR
	Aquarius by Andina Uva	PET Pers.	500-ML
	Aquarius by Andina Limón	PET Fam.	1.5-LTR
	Aquarius by Andina Limón	PET Pers.	500-ML
	Aquarius by Andina Pera	PET Fam.	1.5-LTR
	Aquarius by Andina Pera	PET Pers.	500-ML
Vital S.A.	Andina Naranja 100%	Brick-P Fam.	1-LTR
	Andina Sabores Caseros Durazno (Nectar)	PET Fam.	1-LTR
	Andina Sabores Caseros Durazno (Nectar)	PET Pers.	300-ML
	Andina Sabores Caseros Mango (Nectar)	PET Fam.	1-LTR
	Andina Sabores Caseros Mango (Nectar)	PET Pers.	300-ML
	Andina Sabores Caseros Naranja (Nectar)	PET Fam.	1-LTR
	Andina Sabores Caseros Naranja (Nectar)	PET Pers.	300-ML
	Andina Frut Manzana	Brick-P Fam.	l-LTR
	Andina Frut Manzana	PET Fam.	1.5-LTR
	Andina Frut Manzana	Brick-P Pers.	200-ML
	Andina Frut Manzana	NRGB Pers.	300-ML
	Andina Frut Naranja	Brick-P Fam.	1-LTR
	Andina Frut Naranja	PET Fam.	1.5-LTR
	Andina Frut Naranja	PET Fam.	2-LTR
	Andina Frut Naranja	BIB	10-LTR
	Andina Frut Narania	Brick-P Pers.	200-ML
	Andina Frut Narania	Can	335-ML
	Andina Frut Naranja	NRGB Pers.	300-ML
	Andina Frut Naranja	RGB Pers.	250-ML
	Andina Frut Durazno	BIB	10-LTR
	Andina Frut Piña 20%	RGB Fam.	1.5-LTR
	Andina Frut Piña 20%	Can	335-ML
	Andina Frut Piña 20%	NRGB Pers.	300-ML
	Andina Frut Piña 20%	RGB Pers.	250-ML
	Andina Frut Piña 33%	Brick-P Fam.	1-LTR
	Andina Frut Piña 33%	PET Fam.	1.5-LTR
	Andina Frut Piña 33%	PET Fam.	2-LTR
	Andina Frut Piña 33%	BIB	10-LTR
	Andina Frut Piña 33%	Brick-P Pers.	200-ML
	Andina Frut Tutti Frutti	Brick-P Fam.	1-LTR
	Andina Frut Tutti Frutti	PET Fam.	1.5-LTR
	Andina Frut Tutti Frutti	NRGB Pers.	300-ML
	Andina Nectar Damasco	Brick-P Fam.	1-LTR
	Andina Nectar Damasco	PET Fam.	1.5-LTR

	Andina Nectar Damasco	RGB Fam.	1.5-LTR
	Andina Nectar Damasco	Brick-P Pers.	200-ML
	Andina Nectar Damasco	NRGB Pers.	300-ML
	Andina Nectar Damasco	RGB Pers.	350-ML
	Andina Nectar Papaya	NRGB Pers.	300-ML
	Andina Nectar Durazno	Brick-P Fam.	1-LTR
	Andina Nectar Durazno	PET Fam.	1.5-LTR
	Andina Nectar Durazno		2-LTR
	Andina Nectar Durazno	RGB Fam.	1.5-LTR
	Andina Nectar Durazno		1-LTR
	Andina Nectar Durazno	Brick-P Pers.	200-ML
	Andina Nectar Durazno	NRGB Pers.	300-ML
	Andina Nectar Durazno	RGB Pers.	250-ML
	Andina Nectar Durazno		350-ML
	Andina Frut Naranja Light	Brick-P Fam.	1-LTR
	Andina Frut Naranja Light	PET Fam.	1.5-LTR
	Andina Frut Naranja Light	Brick-P Pers.	200-ML
	Andina Frut Naranja Light	NRGB Pers.	300-ML
	Andina Piña Light (NC)	Brick-P Fam.	1-LTR
	Andina Piña Light (NC)	PET Fam.	1.5-LTR
	Andina Piña Light (NC)	Brick-P Pers.	200-ML
	Andina Nectar Damasco Light	PET Fam.	1.5-LTR
	Andina Nectar Damasco Light	Brick-P Pers.	200-ML
	Andina Nectar Damasco Light	NRGB Pers.	300-ML
	Andina Nectar Durazno Light	Brick-P Fam.	1-LTR
	Andina Nectar Durazno Light	PET Fam.	1.5-LTR
	Andina Nectar Durazno Light	Brick-P Pers.	200-ML
	Andina Nectar Durazno Light	NRGB Pers.	300-ML
	Kapo Manzana	Pouch Pers.	180-ML
	Kapo Manzana	Pouch Pers.	252-ML
	Kapo Naranja	Pouch Pers.	180-ML
	Kapo Naranja	Pouch Pers.	252-ML
	Kapo Durazno	Pouch Pers.	180-ML
	Kapo Durazno	Pouch Pers.	252-ML
	Kapo Piña	Pouch Pers.	180-ML
	Kapo Piña	Pouch Pers.	252-ML
	Kapo Frambuesa	Pouch Pers.	180-ML
	Kapo Frambuesa	Pouch Pers.	252-ML
	Powerade Lima Limón	PET Pers.	600-ML
	Powerade Lima Limón	PET Fam.	1-LTR
	Powerade Lima Limón	Brick-P Pers.	250-ML
	Powerade Lima Limón	PET Pers.	600-ML
	Powerade Naranja	PET Fam.	1-LTR
	Powerade Naranja	Brick-P Pers.	250-ML
	Powerade Naranja	PET Pers.	600-ML
	Powerade Frutilla	PET Fam.	1-LTR
	Powerade Frutilla		600-ML
	Powerade Lima Limón	PET Fam.	1-LTR
	Powerade Lima Limón	PET Pers.	600-ML
	Aquarius by Andina Manzana	BIB	10-LTR
	Glaceau vitaminwater Defense	PET Pers.	500-ML
	Glaceau vitaminwater Energy	PET Pers.	500-ML
	Glaceau vitaminwater Essential	PET Pers.	500-ML
	Glaceau vitaminwater Multi-V	PET Pers.	500-ML
	Glaceau vitaminwater Power-C	PET Pers.	500-ML
	Glaceau vitaminwater Restore	PET Pers.	500-ML
VA S.A.	Vital (Carb)	PET Fam.	1.6-LTR

	Vital (Carb)	PET Fam.	2.3-LTR
	Vital (Carb)	NRGB Pers.	330-ML
	Vital (Carb)	NRGB Pers.	600-ML
	Vital (Carb)	RGB Pers.	350-ML
	Vital (Low Carb)	PET Fam.	1.6-LTR
	Vital (Low Carb)	PET Fam.	600-ML
	Vital (Non-Carb)	Jug Fam.	5-LTR
	Vital (Non-Carb)	PET Fam.	1.6-LTR
	Vital (Non-Carb)	PET Fam.	2.3-LTR
	Vital (Non-Carb)	NRGB Pers.	330-ML
	Vital (Non-Carb)	PET Pers.	600-ML
	Vital (Non-Carb)	PET Pers.	990-ML
	Vital (Non-Carb)	RGB Pers.	350-ML

The Coca-Cola Company
COCA-COL.A Pl.AZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. BOX 1734
ATLANTA, GA 30301
404 676-2121

February 1, 2013

Messrs
Embotelladora Andina S.A.
Av. El Golf 40, Piso 4
Las Condes
Santiago, Región Metropolitana
Chile

REF.: APPROVED CONTAINERS

Sirs:

In reference to the Bottler Agreement, effective as of February 1, 2008, executed by and between THE COCA-COLA COMPANY (hereinafter to be called the "Company") and Embotelladora Andina S.A. (hereinafter, "the Bottler"), whereby the Company authorized the Bottler to prepare, distribute and sell the Drink COCA-COLA, and to authorizations granted for other Drinks identified with different brands owned by the Company (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

The Company authorizes the Bottler to prepare, bottle, distribute and sell the Drinks under the Bottler Agreements in the following containers, which for the purposes of the Bottler Agreements shall be considered Approved Containers:

Product	**Container**	**Capacity**
Coca-Cola	PET Fam.	1.5-LTR
Coca-Cola	PET Fam.	1.75-LTR
Coca-Cola	PET Fam.	1-LTR
Coca-Cola	PET Fam.	2.5-LTR
Coca-Cola	PET Fam.	2-LTR
Coca-Cola	PET Fam.	3-LTR
Coca-Cola	RGB Fam.	1.25-LTR
Coca-Cola	RGB Fam.	1-LTR
Coca-Cola	RPET Fam.	2.5-LTR
Coca-Cola	RPET Farn.	2-LTR
Coca-Cola	RPET Fam.	3-LTR
Coca-Cola	BIB	19-LTR
Coca-Cola	Tank	300-LTR
Coca-Cola	PET Pers.	250-ML
Coca-Cola	PET Pers.	591-ML
Coca-Cola	RGB Pers.	237-ML
Coca-Cola	RGB Pers.	350-ML
Coca-Cola Zero	PET Fam.	1.5-LTR
Coca-Cola Zero	PET Fam.	1.75-LTR
Coca-Cola Zero	PET Fam.	2.5-LTR
Coca-Cola Zero	PET Fam.	2-LTR
Coca-Cola Zero	PET Fam.	3-LTR
Coca-Cola Zero	RGB Fam.	1-LTR

Coca-Cola Zero	RPET Fam.	2.5-LTR
Coca-Cola Zero	RPET Fam.	2-LTR
Coca-Cola Zero	BIB	10-LTR
Coca-Cola Zero	PET Pers.	250-ML
Coca-Cola Zero	PET Pers.	591-ML
Coca-Cola Zero	RGB Pers.	237-ML
Coca-Cola Zero	RGB Pers.	350-ML
Coca-Cola light	PET Fam.	1.5-LTR
Coca-Cola light	PET Fam.	1-LTR
Coca-Cola light	PET Fam.	2.5-LTR
Coca-Cola light	PET Fam.	2-LTR
Coca-Cola light	PET Fam.	3-LTR
Coca-Cola light	RGB Fam.	1.25-LTR
Coca-Cola light	RGB Fam.	1-LTR
Coca-Cola light	RPET Fam.	2.5-LTR
Coca-Cola light	RPET Fam.	2-LTR
Coca-Cola light	BIB	19-LTR
Coca-Cola light	PET Pers.	250-ML
Coca-Cola light	PET Pers.	591-ML
Coca-Cola light	RGB Pers.	237-ML
Coca-Cola light	RGB Pers.	350-ML
Fanta Zero	PET Fam.	1.5-LTR
Fanta Zero	PET Fam.	2.5-LTR
Fanta Zero	PET Fam.	2-LTR
Fanta Zero	PET Pers.	500-ML
Fanta Naranja	PET Fam.	1.5-LTR
Fanta Naranja	PET Fam.	2.5-LTR
Fanta Naranja	PET Fam.	2-LTR
Fanta Naranja	PET Fam.	3-LTR
Fanta Narania	RGB Fam.	1.25-LTR
Fanta Narania	RGB Fam.	1-LTR
Fanta Narania	RPET Fam.	2.5-LTR
Fanta Naranja	RPET Fam.	2-LTR
Fanta Naranja	BIB	19-LTR
Fanta Naranja	PET Pers.	250-ML
Fanta Naranja	PET Pers.	500-ML
Fanta Narania	RGB Pers.	237-ML
Fanta Narania	RGB Pers.	350-ML
Fanta Limon	PET Fam.	1.5-LTR
Fanta Limon	RGB Fam.	1-LTR
Fanta Limon	PET Pers.	500-ML
Inca Kola	PET Fam.	1.5-LTR
Inca Kola	PET Pers.	500-ML
Nordic Mist Ginger Ale	PET Fam.	1.5-LTR
Nordic Mist Ginger Ale	PET Farn.	1.5-LTR
Nordic Mist Tonic	PET Fam.	1.5-LTR
Quatro Pomelo light	PET Fam.	1.5-LTR
Quatro Pomelo light	BIB	10-LTR
Quatro Pomelo light	PET Pers.	500-ML
Quatro Guarana	PET Fam.	1.5-LTR
Quatro Guarana	PET Pers.	500-ML
Sprite Zero	PET Fam.	1.5-LTR
Sprite Zero	PET Fam.	2.5-LTR
Sprite Zero	PET Fam.	2-LTR
Sprite Zero	RPET Fam.	2-LTR
Sprite Zero	BIB	10-LTR
Sprite Zero	PET Pers.	500-ML

Sprite Zero	RGB Pers.	350-ML
Sprite	PET Fam.	1.5-LTR
Sprite	PET Fam.	2.5-LTR
Sprite	PET Fam.	2-LTR
Sprite	PET Fam.	3-LTR
Sprite	RGB Fam.	1.25-LTR
Sprite	RGB Fam.	1-LTR
Sprite	RPET Fam.	2.5-LTR
Sprite	RPET Fam.	2-LTR
Sprite	BIB	19-LTR
Sprite	PET Pers.	500-ML
Sprite	RGB Pers.	237-ML
Sprite	RGB Pers.	350-ML
Bum	NRGB Pers.	250-ML

This authorization is granted subject to the following conditions:

1. The terms used in this authorization have the meaning as defined in the Bottler Agreements, unless a different meaning is specified.

2. The permit referred to in this authorization refers only to the Approved Containers/Capacity, the authorization to prepare, bottle, distribute and sell the Drinks referred to above is granted by the Bottler Agreements.

3. All provisions, conditions, terms and rules of the Bottler Agreements remain in full force and effect.

4. This authorization can be modified by the Company at any time and shall automatically terminate upon the expiration or early termination of the Bottler Agreements.
This authorization replaces all previous authorizations executed between the Company and the Bottler in connection with the subject matter of this authorization.

THE COCA-COLA COMPANY

Por:_____
Representante Autorizado

Aceptado:
EMBOTELLADORA ANDINA S.A

Por:_____
Representante Autorizado

1.2.10 Paraguay's Bottler's Agreement PARESA

The Coca-Cola Company

COCA-COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404-676-2121

March 3, 2010

Messrs
Paraguay Refrescos S.A.

Dear Sirs:

In reference to the Bottler Agreement effective as of December 1, 2007, entered into by and between THE COCA-COLA COMPANY (hereinafter the "Company") and PAGAGUAY REFRESCO S.A. (hereinafter the "Bottler"), whereby the Bottler is authorized to prepare and bottle the Drink COCA-COLA, and to any additional authorization for the sale and distribution of any other Company Drinks under the Trademarks (hereinafter jointly referred to as the "Bottler Agreement") in the Territory described in the Bottler Agreement, the same is hereby extended as from December 1, 2009 until:

December 1, 2014

Except for the said extension, all terms and conditions of the Bottler Agreement shall remain in full force and effect and upon the expiration of the said extension it shall inevitably expire on December 1, 2014, without any notice and the Bottler shall not be entitled to claim a tacit renewal thereof.

Sincerely,

Atentamente,
THE COCA-COLA COMPANY

Por _____
Representante Autorizado

ACEPTADO POR:
PARAGUAY REFRESCOS S.A.

Por _____
Representante Autorizado

BOTTLER AGREEMENT

THE FOLLOWING AGREEMENT, effective as of December 1, 2004, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America, with its headquarters located at One Coca-Cola Plaza, N.W., Atlanta, State of Georgia, 30313, United States of America (hereinafter, the "Company") and **PARAGUAY REFRESCOS S.A.**, a company organized and existing under the laws of the Republic of Paraguay, with its headquarters located in Ruta a Ñemby Km 3.5 Barquecillo, San Lorenzo, Departamento Central, Paraguay (hereinafter, the "The Bottler").

CONSIDERING THAT:

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients for the preparation of drinks and a concentrate base for beverages (hereinafter, the "*Concentrate*"), whose formula is a trade secret of the Company, from which a syrup or powder is elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrup*"); and the Company is also engaged in the manufacture and sale of the Syrup, which is used for the elaboration of non-alcoholic beverages (hereinafter, the "*Drink*") to be sold in bottles and other containers and in other forms or ways;

B. The Company is the rightful holder of the Trademarks, including "Coca-Cola" and "Coke", that distinguish the Concentrate, the Syrup and the Drinks, the Featured Bottle of different sizes in which the Drink has been commercialized for many years, the presentation of the Featured Bottle, the Dynamic Ribbon and intellectual property embodied in the characteristic commercial presentation, other designs and packaging elements related with the Concentrate, the Syrup and the Drink ("Coca-Cola", "Coke", the Featured Bottle, the presentation of the Featured Bottle, the Dynamic Ribbon, the intellectual property embodied in the characteristic commercial presentation, the design and packaging elements related to the Concentrate, the Syrup and the Drink and any additional trademarks that the Company may take periodically with the purpose of distinguishing the Concentrate, the Syrup and the Drink, shall hereinafter be referred to as the "*Trademarks*");

C. The Company has the exclusive right to prepare, bottle, pack, distribute and sell the Drink and the right to manufacture and sell the Concentrate and the Syrup in The Republic of Paraguay,, among other countries;

D. The Company has designated and authorized certain third parties to supply the Concentrate to the Bottler (hereinafter, the "*Authorized Providers*");

E. The Bottler has requested the approval of the Company to use the Trademarks in connection with the preparation, bottling, packaging, distribution and sale of the Drink within the territory as defined and described in this Contract;

F. The Company is willing to grant the requested authorization to the Bottler pursuant to the terms and conditions set forth in this Contract.

THEREFORE, the abovementioned parties agree the following:

I. PURPOSE OF THE CONTRACT.

1. the Company hereby authorizes the Bottler, and the latter undertakes, subject to the following terms and conditions, to prepare and bottle the Drink in the containers approved periodically by the Company in writing (hereinafter, the "Approved Containers") and to distribute and sell the same under the Trademarks within, but only within the following territory (hereinafter the "Territory"):

In the whole Republic of Paraguay

2. The Company or its Authorized Providers shall sell and deliver to the Bottler the quantities of Concentrate it requests periodically as long as the Bottler requests and the Company or its Authorized Providers sell and deliver to the Bottler, only the amounts of Concentrate that are necessary and sufficient to comply with the purpose of this Contract. To this regard, the Bottler agrees and undertakes to purchase the Concentrate solely from the Company or its Authorized Providers.

3. The Bottler shall exclusively use the Concentrate to produce Syrup and to prepare and bottle the Drink as determined by the Company periodically. The Bottler undertakes not to sell or resell the Concentrate or Syrup or allow that it ends up in the possession of third parties, without the prior written consent of the Company.

4. The Company reserves for itself the sole and exclusive right to determine at any time the formula, composition or ingredients of the Concentrate, Syrup and the Drink.

5. Except as expressly provided in this Contract, the Company shall refrain, during the term of the Contract hereof, from selling or distributing the Drink, or arranging it to be sold or distributed, within the Territory in Approved Containers. However, the Company reserves for itself the right to prepare and bottle the Drink in any container within the Territory for its sale outside of the same, and to prepare, bottle, distribute or sell, or authorize others to prepare, bottle, distribute or sell the Drink within the Territory in any container other than an Approved Container.

II. OBLIGATIONS OF THE BOTTLER RELATED TO COMMERCIALIZATION, PLANNING AND REPORTING

6. The Bottler agrees and commits to the Company:

(a) to make its best efforts and employ all possible and approved means in order to promote, develop and exploit all potential preparation, bottling, distribution, marketing and sale activities of the Drink throughout the Territory continuously creating, stimulating and expanding the future demand of the Drink and fully covering all aspects of its current demand;

(b) to prepare, bottle, distribute and sell the quantities of the Drink that cover in all aspects the total demand of the Drink within the Territory; however, with the prior written consent of the Company, the Bottler may purchase the Drink in Approved Containers from third parties designated in writing by the Company for their resale within the Territory;

(c) to invest all capital and obtain and employ all funds necessary for the organization, settlement, operation, maintenance and replacement within the Territory, of the facilities and equipment for the manufacture, storage, commercialization, distribution, delivery, transportation and other that may be necessary for the fulfillment of the obligations of the Bottler under this Contract;

(d) to have a competent and well-trained management and hire, train, maintain and direct all personnel necessary and sufficient in all aspects in order for the Bottler to meet all the obligations under this Contract;

(e) to provide to the Company, once per calendar year, a plan or program written in an acceptable manner and substance and in accordance with the Bottler's obligations under this Contract, showing in detail of the Bottler’s activities planned for the future twelve month period or for any such other period as may be requested by the Company; to diligently implement such program or plan, and report on the progress of the program to the Company, in writing in an acceptable manner and upon its request;

(f) to provide the Company with accurate and updated information on the production, distribution and sales of the Drink with the frequency, the details and in the manner requested by the Company; and

(g) to keep accurate books, accounts and records and provide to the Company financial, accounting and other information requested by the same enabling it to verify if the Bottler maintains the reasonably necessary consolidated financial capacity to comply with its obligations under this Contract in acknowledgment of the interest that the Company has to maintain, promote and protect the performance, efficiency and overall integrity of the bottling, distribution and sales system.

7. The Bottler shall, at its own expense, budget and spend funds for the advertisement, commercialization and promotion of the Drink that the Company reasonably requests in order to create, stimulate and maintain the demand for the same within the Territory, provided that the Bottler shall submit all advertising, marketing and promotional projects concerning Trademarks or the Drink to the prior approval of the Company and that it shall only use, publish, maintain or distribute the advertising, commercial or promotional material of the Trademarks or the Drink that it approves and authorizes. The Company may agree to periodically make, and subject to the terms and conditions set forth in each case, financial contributions to the Bottler’s marketing programs. The Company may also conduct, at its own expense and regardless of the Bottler, any additional sales, advertising or promotion activities within the Territory deemed useful or appropriate.

8. (a) The Bottler acknowledges that the Company has entered or may enter into contracts similar to this Contract with third parties outside of the Territory, and accepts the limitations that such contracts may reasonably impose to the Bottler in the management of its business hereunder. The Bottler further undertakes to conduct its business in order to avoid conflict with such third parties and, in case of any disputes with them, to make all reasonable efforts to resolve them amicably.

(c) The Bottler shall not object the additional measures that the Company considers necessary and justified to be adopted in order to protect and improve the sales and the distribution system of the Drink, including, but not limited to, those that could be adopted regarding the provision to important and/or special customers whose activities transcend the limits of the Territory, even if such measures should limit the Bottler’s rights under this Contract.

9. Acknowledging the important benefit that the uniform external appearance of the equipment of distribution and other equipment and materials utilized subject to this Contract provides to himself and to all other parties mentioned in Section 8 (a) above, the Bottler undertakes to accept and apply the rules adopted and issued periodically by the Company for the design and decoration of trucks and other delivery vehicles, boxes, cardboards, coolers, vending machines and other materials and equipment utilized in the distribution and sale of the Drink.

10. The Bottler acknowledges and agrees that the widest distribution and direct sales of the Drink to retailers and to final consumers within the Territory is essential to fully meet the demand for the Drink under this Contract. Despite the known advantages of the direct distribution, the Bottler shall be authorized to distribute and sell the Drink to wholesalers within the Territory that only sell to retailers in the Territory. Any other method of distribution shall be subject to the prior written approval of the Company.

11. (a) The Bottler shall prevent the Drink from being sold or distributed in any way outside of the Territory.

(b) Should the Drink prepared, bottled, distributed or sold by the Bottler be found in the Territory of another authorized Bottler or dealer (hereinafter, the "Affected Bottler") then, in addition to all other available resources:

(1) the Company may, at its sole discretion, immediately cancel the authorization of such bottles found in the Affected Bottler 's territory;

(2) the Company may charge the Bottler a compensation for the Drink found in the territory of the Affected Bottler, in an amount that includes all the loss of future earnings (*lucrum cessans*), expenses and other costs assumed by both the Company and the Affected Bottler;

(3) the Company may purchase the Drink elaborated, bottled, distributed or sold by the Bottler found in the territory of the Affected Bottler and the Bottler shall, in addition to any other obligation under this Contract, reimburse the Company the costs incurred thereof for the purchase, transportation and/or destruction of the said Drink.

(c) Should the Drink elaborated, bottled, distributed or sold by the Bottler be found in the territory of an Affected Bottler, the Bottler shall make available to the representatives of the Company all sales agreements and other records related to the Drink and assist the Company in all investigations related to the sale and distribution of Drink outside of the Territory.

(d) The Bottler shall immediately inform the Company of any request or offer to purchase the Drink made by a third party, when the Bottler knew or had a reason to believe or suspect that such request or offer would result in the Drink being marketed, sold, resold, distributed or redistributed outside of the Territory, in breach of this Contract.

III. OBLIGATIONS OF THE BOTTLER CONCERNING TRADEMARKS

12. The Bottler shall acknowledge at all times and shall not challenge the validity and ownership of the Company Trademarks.

13. Nothing in this Contract shall give the Bottler any whatsoever participation in the Trademarks or the *crédito mercantil* (goodwill) related to the same or regarding any label, design, bottling or other visual representations of the same or used in connection therewith; and the Bottler hereby acknowledges and agrees that all rights and interests created by the use of such Trademarks, labels, designs, containers or other visual representations shall benefit and belong to the Company. The Company and the Bottler agree and understand that subject to this Contract, the Bottler is only awarded a simple temporary permit , that considers no right or interest and no payment of any fee or royalty, to use such Trademarks, labels, designs, containers or other visual representations thereof, in connection with the preparation, bottling, distribution and sale of the Drink in Approved Containers; use that shall have to be exercised in such away and result so that all *crédito mercantil* (goodwill) related thereto is vested into the Company as the source and origin of the said Drink, and the Company shall have the absolute right to determine in all cases, the type of presentation and the other measures necessary or advisable to ensure the compliance with this Section 13.

14. The Bottler shall not adopt or use any name, corporate name, business name, title or other commercial designation that includes the words "Coca-Cola", "Coca", "Cola", "Coke" or any of them, or any name whose similarity to any of these may be misleading, neither any graphic or visual representation of the Trademarks nor any other trademark or intellectual property of the Company, without its the prior written consent.

15. The Bottler undertakes and accepts during the term of this Contract and in compliance with applicable law:

(a) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected with any business representation or container that imitates a business representation or container regarding which the Company claims an exclusive interest, or may look like or be misleading or be perceived by consumers as being so similar to such commercial representation or container, that causes confusion;

(b) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise be related to any product connected to any trademark or other denomination that mimics or infringes any Trademarks or may look like any product that leads the public to believe it is elaborated by the Company, due to the connection of the Bottler with the activities of manufacturing, preparation, bottling, distribution and sale of the Drink; without in any way limiting the foregoing, it is hereby understood and expressly established that the use of the word "Coca" or an equivalent, in local language or phonics, under any format or any other graphic word or sounds similar to the same, or that mimics it, in any product other than a product of the Company shall be considered a breach of the registered trademark "Coca-Cola" or as an attempt to generate confusion;

(c) not to manufacture, prepare, bottle, distribute, sell, negotiate or in any way be related to non-alcoholic drinks different to those prepared, bottled, distributed or sold by the Bottler with the authorization of the Company, except with the prior written consent of the same thereof;

(d) not to use delivery vehicles, boxes, cardboards, coolers, vending machines and other equipment bearing the Trademarks to distribute and sell any other products different to those identified by the Trademarks, without the prior written authorization of the Company;

(e) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise relate with any other concentrate, base for beverage, syrup or drink that may be or confused with or look like the Concentrate, the Syrup or the Drink;

(f) not to manufacture, prepare, bottle, distribute, sell, negotiate or otherwise interact with (i) any drink that is commercialized under the denomination "cola" (either on its own or jointly with any other word or words) or any phonetic interpretation of such word, or (ii) any drink commercialized under the name "cola" or that in any other manner mimics the Concentrate, the Syrup or the Drink or that may replace them during the term of this Contract and, in recognition of the valuable rights conferred by the Company to the Bottler in this Contract, for an additional period of two years following this date, and

(g) not to acquire or hold, either directly or indirectly, any participation in the property of, or enter into any contract or agreement regarding the administration or control of any individual or legal entity, within or outside the Territory, to perform any of activities prohibited by this Section 15.

The agreements contained herein are applicable not only to the activities which the Bottler carries out directly, but also to the activities in which the Bottler may have an indirect interest through the ownership, control, management, partnership, agreement or otherwise, whether within or outside the Territory.

16. The parties understand and agree that in the event that:

(a) a third party who is, at the Company’s judgment, interested directly or indirectly, through ownership, control, management or otherwise in the manufacture, preparation, bottling, distribution or sale of any product specified in Section 15 of this Contract, acquires or obtains the control or may have any direct or indirect influence on the administration of the Bottler; or

(b) any individual, firm or company that has a majority participation in or the direct or indirect control of the Bottler or that is directly or indirectly controlled, either by the Bottler or by any third party having the control or, according to the Company’s judgment, any direct or indirect influence on the administration of the Bottler, is involved in the preparation, bottling, distribution or sale of any of the products specified in Section 15 herein; then the Company shall be entitled terminate this Contract immediately without any compensation for damages, unless the third party making the acquisition referred to in sub-section(a) herein or the individual, firm or company referred to in sub-section(b) hereof, upon notification in writing by the Company of its intention to terminate this Contract, agrees to cease and effectively stop the preparing, producing, bottling, distributing or selling the said Product(s) within a reasonable term, which shall not exceed six (6) months, as from the date of the notification.

17. (a) If, for the purposes specified in this Contract, the Company requests, in accordance to applicable laws governing the intellectual property registration and license, the Bottler to be registered as a registered user or licensee of the Trademarks,

then, at the request of the Company, the Bottler shall have to enter into any and all contracts and documents necessary to register, modify or cancel the registration or record required.

(b) If the competent public authority rejects any application for registration or record of the Company or the Bottler as registered users or licensees of any Trademarks regarding the Drink, then the Company shall have the right to terminate this Contract immediately.

IV. BOTTLER OBLIGATIONS REGARDING THE PREPARATION AND BOTTLING OF THE DRINK

18. (a) The Bottler agrees and accepts to use the Concentrate only in the preparation of the Syrup and the Syrup, only to prepare and bottle the Drink, strictly following and complying the written instructions that the Company shall periodically deliver to the Bottler. The Bottler further agrees and accepts to comply at all times when preparing, bottling and distributing the Drink, with the provisions, including quality, hygiene, environmental and other regulations established periodically in writing by the Company and all applicable legal requirements.

(b) The Bottler, knowing the relevance of being able to identify the manufacturer of the Drink in the market, agrees to use identification codes in all bottling materials of the Drink, including Approved Containers and non-returnable boxes. The Bottler also agrees to install, maintain and operate the machinery and equipment necessary to apply such identification codes. The Company shall periodically deliver to the Bottler the necessary written instructions concerning the format of the identification codes that the Bottler shall have to use and the production and sales records that it must keep.

(c) In the event that the Company determines or becomes aware of the existence of any quality or technical problems regarding the Drink o the Approved Containers for the Drink, it shall be entitled to request the Bottler to adopt all necessary measures to remove the Drink immediately from the market or commerce, as applicable. The Company shall notify the Bottler its decision to request the Bottler to withdraw the Drink from the market or commerce by telephone, fax, email or by any other means of immediate communication, with the corresponding written acknowledgment of receipt; and the Bottler, upon reception of such notice, shall immediately cease the distribution of such Drink and shall adopt all other measures that the Company considers necessary to remove such Drink from the market or commerce.

(d) If the Bottler determines or becomes aware of the existence of quality or technical problems related to Drink or the Approved Containers for the Drink, it must immediately notify the Company by telephone, fax, email, or any other means of immediate communication, with written acknowledgment of receipt. This notification shall include: (1) the identification and quantities of the Drink in question, including the specific Approved Containers, (2) the coding data, and (3) all other relevant data to help locate such Drink.

The Bottler shall at all times allow the Company, its officers, agents or its designated staff, to enter and inspect the premises, equipment and methods used by the Bottler, directly or indirectly, in or for the preparation, bottling, storage or handling of the Drink with the purpose of determining if the Bottler is complying with the terms of this Contract, including, without limitation, Sections 18 and 22. The Bottler further agrees to provide to the Company as it may request it periodically, all information relating to the compliance by the Bottler of the terms of this Contract, including, without limitation, those set forth in Sections 18 and 22.

19. The Bottler shall, at its own expense, deliver to the Company samples of the Syrup, the Drink and the materials used in the production of the Syrup and the Drink, according to the instructions that the Company shall provide periodically.

20. (a) In the bottling, distribution and sale of the Drink, the Bottler shall use only Approved Containers and lids, boxes, labels and other packaging materials approved periodically by the Company and the Bottler shall buy such items only from suppliers that the Company has authorized in writing to manufacture the items to be used in connection with the Trademarks and the Drink. The Company shall use its best efforts to approve two or more suppliers of such articles, provided that the said authorized suppliers may be located inside or outside the Territory.

(b) The Bottler shall inspect the Approved Containers and lids, boxes, labels and other packaging materials to be used in relation to the Drink and use only such items that the Bottler has determined that both, meet the standards set by applicable laws in the Territory and the standards and specifications prescribed by the Company. The Bottler shall assume all responsibility for the use of such approved containers, lids, boxes, labels and other packaging materials, regarding which it has determined that they comply with the standards mentioned above.

(c) The Bottler shall maintain at all times sufficient stock of Approved Containers, lids, boxes, labels and other packaging materials in order to fully meet the demand of the Drink in the Territory.

21. (a) The Bottler acknowledges that increases in the demand for the Drink, as well as changes in Approved Containers, may require periodic modifications or other changes to its existing manufacturing, bottling, delivery or distribution equipment, or the acquisition of additional manufacturing, packaging, delivery or distribution equipment. The Bottler agrees to make all changes to the equipment and purchase and install the additional necessary equipment with sufficient anticipation to allow the introduction of new Approved Containers and the preparation and bottling of the Drink according to the permanent obligations of the Bottler to develop, stimulate and fully satisfy the demand of the Drink in the Territory.

(b) If returnable Approved Containers are used in the preparation, bottling, distribution and sale of the Drink, the Bottler agrees to periodically invest the necessary capital and allocate and utilize the necessary funds to create and maintain sufficient stock of returnable Approved Containers. In order to ensure the permanent quality and appearance of the stock of returnable Approved Containers, the Bottler also agrees to replace all or part of the stock of such Approved Containers, as reasonably necessary in accordance with the obligations of the Bottler in accordance to this Contract.

(c) The Bottler shall not use or allow the Approved Containers, lids, boxes, labels and other packaging materials mentioned in this Contract to be used for any purpose other than in connection with the Drink and it shall not refill or otherwise reuse non-returnable Approved Containers that have been previously used.

22. (a) The Bottler shall be solely responsible for the fulfillment of its obligations under this Contract in accordance with all laws, rules and regulations that are issued by local or government authorities applicable in the Territory and shall immediately inform the Company of any provision that could prevent or limit in any way the strict compliance by the Bottler of its obligations hereunder.

(b) Notwithstanding the foregoing, the Bottler covenants and undertakes to comply at all times with (i) all environmental, health and safety laws and regulations and other legal requirements established by the corresponding governmental authorities in the Territory, and (ii) standards or environmental programs issued in writing by the Company periodically.

V. CONDITIONS OF PURCHASE AND SALE

23. (a) Through written notice to the Bottler, the Company reserves to itself the right to periodically review and at any time, at its sole discretion, set the price of the Concentrate, the Authorized Providers, the point of supply and the alternative points for the provision of Concentrate, the delivery and payment conditions and the currency or currencies acceptable to the Company or its Authorized Providers.

(b) If the Bottler is not willing to pay the revised price of the Concentrate, it shall have to notify it in writing to the Company within thirty (30) days after having received the written notice from the Company. In this case, this Contract shall be automatically terminated within three (3) consecutive months after the Bottler had received of the notification, without any parties' liability for damages.

(c) If the Bottler does not notify the Company regarding the revision of the price of the Concentrate as set forth in sub-section (b) above, it shall be deemed that such revision has been accepted.

(d) To the extent permitted by applicable law in the Territory, the Company reserves the right to fix and revise, by written notice to the Bottler, the maximum prices at which the Bottler may sell the Drink in Approved Containers to wholesalers and retailers, and the maximum prices of the Drink at retail. It is thus acknowledged that the Bottler shall be able to sell the Drink to wholesalers and retailers and authorize retail sales of the Drink at prices below the maximum prices. However, the Bottler cannot increase the maximum prices established or revised by the Company at which it may sell the Drink in Approved Containers to wholesalers and retailers, nor allow the increase of maximum prices of the Drink in retailers without the written authorization of the Company.

(e) the Bottler agrees to charge retailers or wholesalers, as applicable, for each returnable Approved Container and every box delivered to them, such deposits that the Company establishes periodically in writing, by giving notice to the Bottler and to make all reasonable diligent efforts to recover all returnable Approved Containers and empty boxes and, at the time of their retrieval, to reimburse or credit the deposits made for such and returnable Approved Containers and boxes returned undamaged and in good condition.

VI. TERM AND TERMINATION

24. (a) this agreement shall have a five year term, as fo February 10, 2007, so it shall expire, without notice, on February 10, 2012, unless it is terminated early as provided in herein. The parties acknowledge and agree that the Bottler shall have no right to claim a tacit renewal of this Contract.

(b) If the Bottler has fully complied with all the terms, covenants, conditions and provisions of this Contract during the term, and if capable of promoting, developing and exploiting permanently the full potential of the business of preparing, bottling, distributing and selling the Drink, the Bottler may request an extension of this Contract for a additional period of 5 (five) years. The Bottler shall have to request the extension in writing to the Company at least six (6) months but not more than twelve (12) months, prior to the expiration date of this Contract. This request for extension made by the Bottler shall have to be supported by the documentation requested by the Company, including such information regarding the Bottler's compliance of the performance obligations contained in this Contract and that supports the permanent ability of the Bottler to develop, stimulate and fully satisfy the demand for the Drink within the Territory. If, at the Company's sole discretion, the Bottler has complied with the necessary conditions to extension of this Contract, then the latter may, by written notice, agree to extend this Contract for such further period or such shorter period that the Company determines.

(c) After the expiration of any additional period, this Contract shall expire permanently without notice, and the Bottler shall have no right to claim a tacit renewal thereof.

25. (a) The Company or the Bottler may terminate this Contract immediately and without liability for damages, by the party having the right to terminate the Contract giving written notice to the other party:

(1) if the Company, the Authorized Resellers or the Bottler cannot legally obtain foreign currencies to remit them abroad in payment for the imports of Concentrate or ingredients or materials needed to manufacture the Concentrate, the Syrup or the Drink; or

(2) if any part to this Contract does not comply with the laws or regulations applicable in the Territory and, thus, or as a result of any other laws affecting this Contract, any of the material provisions of this Contract cannot be legally fulfilled or the Syrup cannot be elaborated, or the Drink cannot be prepared or sold in accordance with the instructions of the Company pursuant to Section 18 or if the Concentrate cannot be manufactured or sold in accordance with the Company's formula or under the rules prescribed by it.

(b) The Company may terminate this Contract immediately without liability for damages:

(1) if the Bottler becomes insolvent or if a petition for bankruptcy is filed against or on behalf of the Bottler and its is not dismissed or rejected within the following one hundred twenty (120) days, or if the Bottler reaches a settlement for liquidation or if an decision of liquidation or instructing the judicial administration is ruled against the Bottler, or if a liquidator (receiver) is appointed to manage the business of the Bottler, or if the Bottler holds any judicial or voluntary settlement with its creditors or reaches similar agreements with them or makes an assignment in benefit of its creditors; or

(2) in case of a dissolution, nationalization or expropriation of the Bottler, or the case of confiscation of production or distribution assets held by the Bottler.

26. (a) The Company or the Bottler may also terminate this Contract without liability for damages, if the other party does not fulfill one or more of the terms, covenants or conditions of this Contract and fails to cure such breach within sixty (60) days after the date on which the party has received written notice of such breach.

(b) In addition to all other remedies to which the Company may be entitled hereunder, if the Bottler at any time does not follow the instructions or does not meet the rules prescribed by the Company or the ones required by applicable law in the Territory relating to the preparation and bottling of the Syrup or the Drink, the Company shall be entitled to prohibit the production of the Syrup or the Drink until the breach is remedied to its satisfaction, and also it may request the suspension of the distribution and delivery of the Drink and instruct the recall from the market or commerce, at the Bottler's expense, of the Drink that does not comply with or its has not been prepared in accordance with such instructions, rules or requirements, and the Bottler undertakes to comply promptly with such prohibition or request. While the prohibition is in force, the Company shall have the right to suspend deliveries of Concentrate to the Bottler, and supply the Drink directly or enter into contracts with third parties form them to procure it within the Territory. No prohibition or request shall be deemed a waiver of the Company's rights to terminate this Contract pursuant to this Section 26.

27. After the expiration or early termination of this Contract:

(a) The Bottler shall no longer prepare, bottle, distribute or sell the Drink or use the Trademarks, Approved Containers, lids, boxes, labels or other packaging or advertising, promotional or marketing material that has been used or is intended to be used by the Bottler only in connection with the preparation, bottling, distribution and sale of the Drink;

(b) the Bottler shall immediately remove all references to the Company, the Drink and the Trademarks from its facilities, delivery vehicles, vending machines, coolers and other equipment and all paperwork and the written, graphic, electromagnetic, digital or another material destined to the advertising, marketing or promotional the it uses or holds: and, as from that moment, it shall no claim to have any relationship with the Company, the Drink or the Trademarks;

(c) the Bottler shall immediately deliver to the Company or to a third party designated by it, all the Concentrate, the Drink contained in Approved Containers, the usable Approved Containers bearing the Trademarks or any of them, lids, boxes, labels and other packaging materials bearing the Trademarks, as well as all promotional material of the Drinks, which are still in its possession or under its control, and the Company, at the time of delivery of the same in accordance with such instructions, shall pay the Bottler an amount equal to the fair market value of such supplies or materials, provided that it shall only accept and pay for those supplies or materials that are in excellent condition and can be used; and, further provided, that all the Approved Containers, lids , boxes, labels and other packaging materials and advertising materials bearing the name of the Bottler and that any supplies and materials that are not in condition to be used according to the rules of the Company, shall have to be destroyed by the Bottler at its own expense; and also, provided, that if it terminates this Contract in accordance with the provisions of Sections 16, 23 (b), 25(a), 26 or 28 or as a result of any of the contingencies provided in Section 31 (even in the event of termination by law), or if the Bottler terminates this Contract for any reason other than those provided in Sections 23 (b) or 26, the Company shall have the option, but not the obligation, to purchase from the Bottler the supplies and materials set forth above; and

(d) all rights and obligations provided for herein shall expire, cease and terminate, whether they are expressly established or arise from the uses, customs, practices or any other circumstance, with the exception of the provisions relating to the Bottler's obligations set forth in Sections 11(b)(2) and (b)(3) and 12, 13, 14, 15(f), 17(a), 27, 32, 33, 34(a) , 34(c) and 34(d), all which shall remain in full force and effect, as long as this provision does not in any way affect any right that the Company may have against the Bottler regarding any claim for non-payment of any debt or account payable by the Bottler to the Company or their authorized suppliers.

VII. BOTTLER'S OWNERSHIP AND CONTROL

28. The parties hereto acknowledge and agree that the Company has a legitimate interest in maintaining, promoting and protecting the performance, efficiency and integrity of the international general bottling, distribution and sales system. The parties hereof further acknowledge that the Company entered into this Contract *intuito personae* based the identity, characteristics and integrity of the owners, who control and manage the Bottler, and the Bottler hereby declares having fully informed the Company, before the execution of this Contract, about the owners and any parties having any interest or control or management over the Bottler. Therefore, the parties agree that, notwithstanding the provisions set forth in Section 16 or any other provision of this Section 28, in case of any change, due to any cause, of the individuals or legal entities that, directly or indirectly, own or control the Bottler, even any changes in their shareholding, the Company, at its discretion, may terminate this Contract immediately, without any liability for damages. So the Bottler covenants and undertakes:

(a) not to assign, transfer, pledge or in any way encumber this Contract or any interest or rights contained herein, in whole or in part, in favor of any third party or parties, without the prior written consent of the Company;

(b) not to delegate the performance of this Contract, in whole or in part, to any third party or parties, without the prior written consent of the Company;

(c) to immediately notify the Company should it be aware of any actions of third parties that may result or results in any change in ownership or control of the Bottler;

(d) to periodically make available to the Company, and when it so requests it, the complete records of the current owners of the Bottler and complete information regarding any third party or parties who control it, directly or indirectly;

(e) to the extent that the Bottler has legal control over any change in the ownership or control of the Bottler, not to initiate or implement or accept any such changes without the prior written consent of the Company; and

(f) if the Bottler has been incorporated as a partnership, not to change the participation of the company by including new partners or dismissing current ones, without the prior written consent of the Company.

In addition to the foregoing provisions of this Section 28, if an offer to change the ownership or control of the Bottler involves a direct or indirect transfer to, or the acquisition of the property or control of the Bottler, in whole or in part, by an individual or legal entity authorized by the Company to manufacture, sell, distribute or otherwise commercialize drinks and/or any trademarks of the Company (the "Acquiring Bottler"), the Company may request any information it deems relevant, both regarding the Bottler and the Acquiring Bottler, in order to determine whether or not to authorize the change. In any such circumstances, the parties expressly agree that, acknowledging the Company's legitimate interest to maintain, promote and protect the performance, efficiency and integrity of the international general bottling, distribution and sales system, the Company may consider all factors and apply the criteria that considers relevant to give or withhold its consent.

The parties also acknowledge and agree that the Company, at its sole discretion, may refuse to accept any proposed change in the ownership or other situation under this Section 28 or may accept it subject to such conditions as it determines, at its sole discretion also. The parties stipulate and expressly agree that any breach by the Bottler of the agreements contained in this Section 28 shall entitle the Company to terminate this Contract immediately, without liability for damages; and also in view of personal nature of this Contract, the Company shall have the authority to terminate it without having any liability for damages, if any third party or parties obtain any direct or indirect ownership or control of the Bottler, even when the Bottler itself did not have the means to prevent the change if, according to the Company, this would allow the third party or parties to exercise any influence over the management of the Bottler or significantly alter the ability of the Bottler to fully comply with the terms, obligations and conditions of this Contract.

29. Prior to the issuance, offer, sale, transfer, negotiation or exchange of any of its shares or other titles of property, bonds, obligations or other titles of debt, or to promoting the sale of the latter, or to encouraging or seeking their acquisition or an offer to sell them, the Bottler shall have to obtain the written consent of the Company when it uses to that effect the Company's name or the Trademarks or any description of its relationship with it in any prospect, advertisement or other sales effort. The Bottler cannot use the Company's name or Trademarks or any description of its business relationship with it in any prospect or advertisement used in connection with the acquisition of any share or other certificate property of a third party, without the written consent of the Company.

VIII. GENERAL PROVISIONS

30. The Company may assign any of its rights and delegate all or any part of its duties or obligations under this Contract, to one or more of its subsidiaries or affiliates, provided, however, that this delegation shall not release it from its contractual obligations under this Contract. In addition, it may -at its sole discretion- by giving written notice to the Bottler, appoint a third party as its representative to ensure that the Bottler fulfills its obligations under this Contract, with full powers to supervise its performance and demand the fulfillment of all the terms and conditions of this Contract.

31. Neither the Company nor the Bottler shall have to answer for any breach of their respective obligations hereunder, when such breach is due to or is the result of:

(a) a strike, boycott or any sanctions imposed by a sovereign nation or a supranational organization of sovereign nations, however they are assumed; or

(b) an act of God, force majeure, public enemies, by virtue of law and/or legislative or administrative measures (including the revocation of any governmental authority required by either party to comply with the terms of this Contract), an embargo, quarantine, revolt, insurrection, declared or undeclared war, a state of war or belligerency or risks or dangers inherent to the aforementioned; or

(c) any other cause beyond their control.

If the Bottler is unable to fulfill its obligations as a result of any of the contingencies set forth in this Section 31, while such the situation lasts, the Company and its Authorized Resellers shall be released from their obligations under Sections 2 and 5, provided that, if failure of either party to fulfill them persists for more than six (6) months, either party may terminate this Contract without any liability for damages.

32. (a) The Company reserves the sole and exclusive right to initiate any civil, administrative or criminal lawsuit or action and, in general, to use any legal remedy available to the Company it deems appropriate to protect its reputation, the Trademarks and other intellectual property rights and to protect the Concentrate, the Syrup and the Drink and to defend any action affecting any of them. When requested by the Company, the Bottler shall support it in any such actions. The Bottler may not file any claims against the Company due to such lawsuits or actions or to any omission to initiate or defend such lawsuits or actions. The Bottler shall promptly notify the Company of any litigation or process already initiated or threatened

to be initiated that could affect these matters. The Bottler shall not initiate any judicial or administrative proceedings against any third party that may affect the interests of the Company, without the prior written consent of the latter.

(b) The Company is the sole and exclusive authorized to and responsible for initiating and defending all lawsuits and actions relating to the Trademarks. The Company may initiate or defend such proceeding or action on its own behalf or request the Bottler to initiate or defend such proceeding or action, either in its behalf (the Company's) or jointly with it.

33. (a) The Bottler agrees to consult with the Company regarding all claims, proceedings or product warranty claims brought against the Bottler in connection with the Drink or the Approved Containers and to adopt the measures for the defense of such claims or lawsuits that the Company may reasonably require in order to protect its interests on the Drink, the Approved Containers or the *crédito mercantil* (goodwill) related with the Trademarks.

(b) the Bottler shall indemnify and hold harmless the Company, its affiliates and their respective officers, directors and employees from and against all costs, expenses, damages, claims, liabilities and responsibilities arising from events or circumstances that are not attributable to the Company, including, without limitation, all costs and expenses incurred to solve them or reach a settlement, derived from the preparation, bottling , distribution, sale or promotion of the Drink by the Bottler, including, in without limitation, all costs arising from acts or breaches, negligent or not, of the Bottler and of its distributors, suppliers and wholesalers.

(c) the Bottler shall contract and maintain an insurance policy with insurance companies acceptable to the Company granting a broad and comprehensive coverage, in terms of the amounts and risks covered, with respect to the matters referred to in sub-section (b) above (including compensation contained therein) and when requested, it shall evidence to its satisfaction that such insurance exists. Compliance with this Section 33(c) shall not limit or relieve the Bottler from its obligations under Section 33(b) hereof.

34. Bottler covenants and agrees:

(a) not to make statements nor provide information to public or governmental authorities or to any third party relating to the Concentrate, the Syrup or the Drink without the prior written consent of the Company;

(b) in case its shares are listed or traded in the stock market, to provide the Company with any financial or other information relating to such Bottler results or projections at the same time it is obligated to provide such information in accordance with the regulations of the stock exchange or securities laws applicable to the Company or the Bottler;

(c) at any time during and after the term of this Contract, to maintain in strict confidence all secret and confidential information, including, without limiting the broadness of the foregoing, the mixing instructions and techniques, sales information, marketing and distribution, projects and plans related to the purpose of this Contract received by the Bottler from the Company or obtained in any other way and look after such information so that it is disclosed only to such officers, directors and employees who are thereby connected by reasonable provisions that set forth the confidentiality obligations set out in this Section; and

(d) upon the expiration or early termination of this Contract, to immediately deliver to the Company or to whom it may indicate all electromagnetic, computerized, digital materials or otherwise, written or graphic, that includes or contains any information that is subject to the obligation to confidentiality set forth herein.

35. The Company and the Bottler acknowledge that incidents that threaten the reputation and operations of the Bottler and/or adversely affect the good name, reputation and image of the Company and the Trademarks, may occur. To deal with such incidents, including, but not limited to, any quality problems related to the Drink, the Bottler shall appoint and organize a crisis management team and report to the Company the names of its members. The Bottler further agrees to fully cooperate with the Company and third parties so designated by it and coordinate all efforts to address and solve any incident in a manner consistent with crisis management systems that the Company may report regularly to the Bottler.

36. In the event that any provision of this Contract is or becomes legally invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of this Contract, provided that the invalidity or unenforceability of such provisions does not obstruct or unduly hinder the fulfillment of this document nor harm the property or validity of the Trademarks. The right to termination set forth in Section 25(a)(2) shall not be affected by this provision.

37. (a) All issues and matters referred to hereunder, this Contract and any subsequent written amendments or additions, constitute the entire Contract between the Company and the Bottler. All previous agreements of any kind between the parties relating to the purpose hereunder are hereby canceled, except to the extent that they may include agreements and other

documents under the provisions of Section 17(a) hereunder, provided, however, that any written statement of the Bottler and of the Company took into consideration for entering into this Contract remains in force and binding to the Bottler.

(b) No waiver, modification, alteration or addition to this Contract or any of its provisions shall be binding on the Company or the Bottler, unless it has been signed by duly authorized representatives of the Company and the Bottler.

(c) All written notices given pursuant to this Contract must be delivered by courier, fax, in person or by registered mail(air) and shall be considered delivered on the date in which such notice was sent, was personally delivered or the registered mail was sent by mail. Such written notifications shall have to be sent to the last known address of the party involved. Each party shall opportunely notify the other of any change of address.

38. Failure by the Company to exercise promptly any right granted under this Contract, or to request the strict fulfillment with any obligation assumed in this instrument by the Bottler shall not be deemed a waiver of that right or the right to demand subsequent performance of each and every one of the obligations of the Bottler in this Contract.

39. The Bottler is an independent contractor and is not an agent, partner or joint account partner of the Company. The Bottler agrees that it shall not claim or allow to be considered an agent, partner or joint account partner of the Company.

40. Titles in this Contract are only included for convenience by the parties and shall not affect the interpretation of this Contract.

41. This Contract shall be construed and governed by and in accordance with the laws of Argentina/Paraguay, without giving effect to any principles regarding choice or conflict of applicable laws.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though their authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

BOTTLER AGREEMENT FOR COCA-COLA LIGHT

THIS AGREEMENT effective as of December 1, 2004, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and PARAGUAY REFRESCOS S.A., a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark COCA-COLA LIGHT that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though their authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

BOTTLER AGREEMENT FOR SPRITE

THIS AGREEMENT effective as of December 1, 2004, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and **PARAGUAY REFRESCOS S.A.**, a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*") whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark SPRITE that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though their authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

BOTTLER AGREEMENT FOR DIET SPRITE

THIS AGREEMENT effective as of December 1, 2004, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and **PARAGUAY REFRESCOS S.A.**, a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*") whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark DIET SPRITE that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though their authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

BOTTLER AGREEMENT FOR FANTA

THIS AGREEMENT effective as of December 1, 2004, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and **PARAGUAY REFRESCOS S.A.**, a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*") whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark FANTA that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though ther authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

BOTTLER AGREEMENT FOR SIMBA

THIS AGREEMENT effective as of December 1, 2004, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and **PARAGUAY REFRESCOS S.A.**, a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*") whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark SIMBA that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though ther authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

BOTTLER AGREEMENT FOR AQUARIS

THIS AGREEMENT effective as of December 1, 2004, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and **PARAGUAY REFRESCOS S.A.**, a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*") whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark AGUARIS that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of July 1, 2003, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though their authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

The Coca-Cola Company

COCA-COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

December 1, 2004

Messrs
Paraguay Refrescos S.A.
Ruta a Ñemby Km 3.5
Barquecillo, San Lorenzo
REPUBLIC OF PARAGUAY

AUTHORIZATION FOR SYRUPS FOR POST-MIX DRINKS

Sirs:

This letter is sent in reference to the Bottler Agreement that in force as of December 1, 2004, executed by and between The Coca-Cola Company (hereinafter the "Company") and Paraguay Refrescos S.A. (hereinafter the "Bottler"), wherby the Bottler is authorized, as from that date, to prepare and bottle the Drink COCA-COLA, and to any additional authorization granted to sell and distribute for other beverages of the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

The Bottler is, hereby, granted a non-exclusive authorization to prepare, bottle, distribute and sell syrups for authorized Drinks under the Bottler Agreements (hereinafter the "Post-Mix Syrups") to retailers in the Territory for the provision of Drinks through Post-Mix Vending Machines and to sell Drinks dispensed directly to consumers subject to the following conditions:

1. The Bottler shall not sell Post-Mix Syrups to retailers for their use in Post-Mix vending machines, or operate any Post-Mix Vending Machine if the following conditions are not met:

(a) that an adequate supply of safe drinking water is available;

(b) that all Post-Mix Vending Machines are of the kind approved by the Company and comply in all respects with the sanitary regulations and other regulations that the Company notifies in writing to the Bottler in connection with the preparation, bottling and sale of Post –Mix Syrups, and

(c) that the drinks dispensed through Post-Mix Vending Machines strictly conform to the instructions for the preparation of Post-Mix Syrups Drinks as periodically informed in writing by the Company Bottler.

2. The Bottler shall sample the dispensed Drinks through Post-Mix Vending Machines operated by retailers to whom the Bottler has supplied Post-Mix Syrups or of those that are operated by the Bottler, in accordance with such instructions and in the intervals that the Company shall communicate in writing, and submit the samples to the Company for inspection.

3. The Bottler shall maintain an adequate group of trained personnel who shall perform, with a reasonable frequency, periodic inspections of the Post-Mix Vending Machines operated by retailers to whom the Bottler has supplied Post-Mix Syrups. When doing these inspections, the Bottler shall ensure:

(a) that the instructions issued by the Company are being fulfilled; and

(b) that the Drinks dispensed through Post-Mix Vending Machines strictly comply with the regulations prescribed by the Company for its Drinks.

4. The Bottler shall, at its own initiative and responsibility, immediately discontinue the sale of Post-Mix Syrups to any retailer that does not comply with the regulations prescribed by the Company.

5. The Bottler shall discontinue the sale of Post-Mix Syrups to any retailer when notified by the Company that any of its Drinks dispensed through Post-Mix Vending Machines located in or adjacent to the retailers store, do not meet the regulations prescribed by the Company for Drinks or the Post-Mix Vending Machines is not of a type approved by the Company.

6. The Bottler agrees:

(a) to sell and distribute Post-Mix Syrups only in containers of the type approved by the Company and only use in such containers the labels that have been approved by the Company, and

(b) to exercise all its influence to persuade retail outlets to use glass or paper cups or other containers approved by the Company with brands approved by the Company in order that the Drinks served to the consumer are properly identified and served in an attractive and hygienic container.

Except as amended hereby, all terms, agreements and conditions contained in the Bottler Agreements apply to this additional authorization and is expressly agreed between the parties that the terms, conditions, duties and obligations of the Bottler, as set forth in the Bottler Agreements, are incorporated herein by reference and, unless the context otherwise indicates or requires, any reference in these Bottler Agreements the term "Drink" shall relate to the term "Post-Mix Syrup" for the purpose of this authorization.

This authorization may be terminated by the Company or the Bottler through notice given ninety (90) days in advance and shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

Sincerely,

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

Recibido por:

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

December 1, 2004

Messrs
Paraguay Refrescos S.A.
Ruta a Ñemby Km 3.5
Barquecillo, San Lorenzo
REPUBLIC OF PARAGUAY

REF. APPROCED CONTAINERS

Sirs:

In reference to the Bottler Agreement, effective as of December 1, 2004, executed by and between THE COCA-COLA COMPANY (hereinafter to be called the "Company") and Paraguay Refrescos S.A. (hereinafter, "the Bottler"), whereby the Company authorized the Bottler to prepare, distribute and sell the Drink COCA-COLA, and to authorizations granted for other drinks identified with different brands owned by the Company (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

Effective as of January 7, 2013/ July 1, 2003, theApproved Containers in which the Bottler is authorizer to use to preapra, bottle, distribute and sell de Drinks authorized under the Bottler Agreements in the following:

Producto	***Envase***	***Capacidad***
Coca-Cola	Botella de vidrio retornable	190 cm3; 350 cm3; 1000 cm3; 1500 cm3
Coca-Cola	Botella de vidrio no retornable	237 cm3;
Coca-Cola	Botella retornable REFPET	2000 cm3
Coca-Cola	Botella no retornable PET	500 cm3; 1500 cm3; 2250 cm3
Coca-Cola Light	Botella de vidrio retornable	350 cm3
Coca-Cola Light	Botella no retornable PET	500 cm3; 1500 cm3
Fanta	Botella de vidrio retornable	190 cm3; 350 cm3; 1000 cm3; 1500 cm3
Fanta	Botella no retornable PET	500 cm3; 2000 cm3
Sprite	Botella de vidrio retornable	190 cm3; 350 cm3; 1000 cm3; 1500 cm3
Sprite	Botella no retornable PET	500 cm3; 2000 cm3
Diet Sprite	Botella no retornable PET	500 cm3; 2000 cm3
Simba	Botella de vidrio retornable	190 cm3; 350 cm3; 1000 cm3; 1500 cm3
Simba	Botella no retornable PET	500 cm3; 2000 cm3
Aquaris	Botella no retornable PET	500 cm3; 2000 cm3

All provisions, conditions, termans and measures of the Bottler Agreements maintain their full force and effect.

This authorization may be cancelled or modified by the company at ani time, and shall terminate automatically upon the expiration or early termination of the Bottler Agreements.

This authorization replaces all previous authorizations xecuted between the Company and the Bottle in relation to the subject matter of this authorization.
Sincerely,

Sinceramente,

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Recibido

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

December 1, 2004

Messrs
Paraguay Refrescos S.A.
Ruta a Ñemby Km 3.5
Barquecillo, San Lorenzo
REPUBLIC OF PARAGUAY

AUTHORIZATION FOR DISTRIBUTION

Sirs:

In reference to the Bottler Agreement that is in force as of July 1, 2003, executed by and between THE COCA-COLA COMPANY (hereinafter the "Company") and Paraguay Refrescos S.A. (hereinafter the "Bottler"), whereby as of such date the Bottler is authorized to prepareand bottler the Drink COCA-COLA , and any other supplementary authorization for sale anddistribution of other Drinks owned by the Company under the Trademarks (hereinafter jointly referred to as the "Bottler Agreements"). The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

The Bottler is, hereby, granted a non-exclusive authorization to purchase from CICAN S.A., the canned Drinks and to sell and distribute them in all the Territory, subject to the following conditions:

1. The Bottler shall purcjase de canned Drinks only with the purpose of selling them withtin the territory, according to the relevan terms and condicions of the Contract, that shall have to apply as if the canned Drinks has been preparated and bottled in its own plant.

2. The Bottler shalltake possession and receive the canned Drinks purchased under this authorization from the bottling plant of CICAN S.A. located in Saavedra 1070, Monte Grande, Partido de Esteban Echeverría, Buenos Aires Province, Argentina, and shall be responsible for the transportation of the Drinks to the Territory.

3. The Bottler shall make all possible efforts and use all appropriate means, accepted and approved, to develop and increase to the maximum the business of distribution and sale of the Drinks within the Territory, through the creation, stimulation, and maintenance y full satisfaction of the demand. In fulfilling this obligation, the Bottler shall have to subject its actions to the applicable laws and refrain from engaging in any act contrary to business ethics and fair practices in industrial or commercial matters.

4. The Bottler shall destine to advertising and promotion of the Drinks the funds necessary to create and constantly implement their demand, but such advertising shall not take place without the prior authorization of the Company. The Bottler shall only use, distribute, publish and maintain the advertising and promotional material that the Company authorizes.

5. The Bottler expressly acknowledges that under the Section 8 of the Coca-Cola Bottler Agreement, the Company can assign to CICAN or to another Bottler the care of certain large or important accounts ("key accounts"), provided that CICAN or the other Bottler shall acknowledge the margins for sales made to such customers.

6. This authorization shall terminate upon the expiration or early termination of the Agreement. This authorization shall also terminate with respect to one or more canned Drink(s), when the Company, based on the Agreement, withdraws the authorization from the Bottler for the corresponding Drink(s).

7. In the situations described in number 6 above, the Bottler shall immediately suspend all purchases of the canned Drinks

from CICAN or from whom it had been instructed, and Bottler shall immediately discontinue the distribution or sale of such canned Drinks(s). Upon the expiration or termination of this authorization, the Bottler shall immediately discontinue the distributions o sale of the Drinks in Approved Containers within the Territory.

Except as complemented or amended hereby, the provisions, agreements, terms, conditions and measures of the Bottler Agreements shall be applicable to and shall be effective with respect to this additional permission.

This authorization supersedes any previous authorizations granted by the Company to the Bottler in connection with the subject matter hereof.

Sincerely,

THE COCA-COLA COMPANY

Por: _____
Vicepresidente

Fecha: DEC 9 2004

Recibido por:

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

BOTTLER AGREEEMENT FOR AQUARIUS

THIS AGREEMENT effective as of March 23, 2010, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and PARAGUAY REFRESCOS S.A., a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark AQUARIUS that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of December 1, 2004, which expires on June 30, 2008, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though their authorized representatives.

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Fecha: MAR 2 9 2010

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

Fecha: _____

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

December 1, 2004

Messrs
Paraguay Refrescos S.A.

REF.: APPROVED CONTAINERS

Sirs:

In reference to the Bottler Agreement, effective as of December 1, 2004, executed by and between THE COCA-COLA COMPANY (hereinafter to be called the "Company") and Paraguay Refrescos S.A. (hereinafter, "the Bottler"), whereby the Company authorized the Bottler to prepare, distribute and sell the Drink COCA-COLA, and to authorizations granted for other drinks identified with different brands owned by the Company (hereinafter jointly referred to as the "Bottler Agreements").

The terms used herein shall have the same meaning that has been attributed to them in the Bottler Agreements, unless specifically stated otherwise.

Effective as of January 7, 2013, theApproved Containers in which the Bottler is authorizer to use to preapra, bottle, distribute and sell de Drinks authorized under the Bottler Agreements in the following:

Producto	***Envase***	***Capacidad***
Crusch (Pomelo, Piña, Naranja	Botella no retornable PET	2500 cm3
Schweppes Citrus	Botella no retornable PET	500cm3; 1500cm3, 2000cm3
Schweppes Tónica	Botella no retornable PET	500 cm3;

This authorization is granted subject to the following conditions:

1. The terms used in this authorization have the meaning as defined in the Bottler Agreements, unless a different meaning is specified.

2. The permit referred to in this authorization refers only to the Approved Containers/Capacity, the authorization to prepare, bottle, distribute and sell the Drinks referred to above is granted by the Bottler Agreements.

3. All dispositions, conditions, terms and provisions of the Bottler Agreements remain in full force and effect.

4. This authorization can be modified by the Company at any time and shall automatically terminate upon the expiration or early termination of the Bottler Agreements.

This authorization replaces all previous authorizations executed between the Company and the Bottle in relation to the subject matter of this authorization.
Sincerely,

Sinceramente,
SCHWEPPES HOLDINGS LIMITED

Por: _____
Representante Autorizado

ACEPTADO POR:
PARAGUAY REFRESCOS S.A.

Por _____
Representante Autorizado

Schweppes Holdings Limited
Southgate, Dublin Road, Drogheda, Co. Meath
Tel: +353-41 9849322 Fax: +353-41 9841779

March 3, 2010

Messrs
Paraguay Refrescos S.A.

Dear Sirs:

In reference to the Bottler Agreement effective as of December 1, 2004, entered into by and between Schweppes Holdings Limited (hereinafter the "Company") and Paraguay Refrescos S.A. (hereinafter the "Bottler"), whereby the Bottler is authorized to prepare and bottle the Drink SCHWEPPES, and to any additional authorization for the sale and distribution of any other Company Drinks under the Trademarks (hereinafter jointly referred to as the "Bottler Agreement") in the Territory described in the Bottler Agreement, the same is hereby extended as from December 1, 2009 until:

December 1, 2014

Except for the said extension, all terms and conditions of the Bottler Agreement shall remain in full force and effect and upon the expiration of the said extension it shall inevitably expire on February 10, 2017, without any notice and the Bottler shall not be entitled to claim a tacit renewal thereof.

Atentamente,

SCHWEPPES HOLDINGS COMPANY

Atentamente,
SCHWEPPES HOLDINGS COMPANY

Por _____
Representante Autorizado

ACEPTADO POR:
PARAGUAY REFRESCOS S.A.

Por _____
Representante Autorizado

The Coca-Cola Company

COCA·COLA PLAZA
ATLANTA, GEORGIA

ADDRESS REPLY TO
P.O. DRAWER 1734
ATLANTA, GA 30301
404 676-2121

December 1, 2004

Messrs
Paraguay Refrescos S.A.

REF.: APPROVED CONTAINERS

Sirs:

In reference to the Bottler Agreement, effective as of December 1, 2004, executed by and between THE COCA-COLA COMPANY (hereinafter to be called the "Company") and Paraguay Refrescos S.A. (hereinafter, "the Bottler"), whereby the Company authorized the Bottler to prepare, distribute and sell the Drink COCA-COLA, and to authorizations granted for other Drinks identified with different brands owned by the Company (hereinafter jointly referred to as the "Bottler Agreements").

The Company authorizes the Bottler to prepare, bottle, distribute and sell the Drinks under the Bottler Agreements in the following containers, which for the purposes of the Bottler Agreements shall be considered Approved Containers:

Products	**Container**	**Capacity**
Aquarius Manzana	Botella no retornable PET	410 cm3; 1.5lt
Aquarius Pera	Botella no retornable PET	410 cm3; 1.5lt
Aquarius Pomelo	Botella no retornable PET	410 cm3; 1.5ly
Burn	Lata	310cm3
Burn	Botella de vidrio no retornable	250cm3
Coca-Cola	Botella de vidrio retornable	200cm3; 350cm3; 1000cm3;
Coca-Cola	Lata	250cm3; 354cm3
Coca-Cola	Botella retornable REFPET	2000cm3
Coca-Cola	Botella no retornable PET	250cm3; 500cm3; 1500cm3;
Coca-Cola	BIB	18000cm3
Coca-Cola	Tank	18000cm3
Coca-Cola Zero	Botella no retornable PET	250cm3; 500cm3; 1500cm3;
Coca-Cola Zero	Botella retornable REFPET	2000cm3
Coca-Cola Zero	Botella de vidrio retornable	200cm3; 350cm3
Coca-Cola Zero	BIB	10000cm3
Coca-Cola Light	Botella de vidrio retornable	350cm3
Coca-Cola Light	Botella no retornable PET	500cm3; 1500cm3
Coca-Cola Light	Tank	10000cm3
Fanta Zero	Botella no retornable PET	500cm3; 1500cm3
Fanta Orange	Botella de vidrio retornable	200cm3; 350cm3; 1000cm3;

Fanta Orange	Botella no retornable PET	500cm3; 1500cm3; 2000cm3;
Fanta Orange	Botella retornable REFPET	2000cm3
Fanta Orange	BIB	10000cm3
Fanta Orange	Tank	10000cm3
Fanta Orange-Mandarin	Botella no retornable PET	500cm3; 1500cm3; 2000cm3;
Fanta Guaraná	Botella retornable REFPET	2000cm3
Fanta Guaraná	Botella de vidrio retornable	200cm3; 350cm3
Fanta Guaraná	Botella no retornable PET	500cm3; 1500cm3; 2250cm3
Powerade Apple	Botella no retornable PET	500cm3
Powerade Mautain Blast	Botella no retornable PET	500cm3
Powerade Orange	Botella no retornable PET	500cm3
Sprite	Botella de vidrio retornable	200cm3; 350cm3; 1000cm3;
Sprite	Botella no retornable PET	500cm3; 1500cm3; 2000cm3;
Sprite	Botella retornable REFPET	2000cm3
Sprite	BIB	10000cm3
Sprite	Tank	10000cm3
Sprite Zero	Botella no retornable PET	500cm3; 1500cm3
Sprite Zero	Botella de vidrio retornable	350cm3
Simba Guaraná	Botella de vidrio retornable	190c3; 300cm3; 1000cm3;
Simba Guaraná	Botella no retornable PET	500cm3; 2000cm3; 1500cm3;
Simba Guaraná	Botella retornable REFPET	2000cm3
Simba Pineapple	Botella de vidrio retornable	190c3; 300cm3; 1000cm3;
Simba Pineapple	Botella no retornable PET	500cm3; 2000cm3; 1500cm3;
Simba Pineapple	Botella retornable REFPET	2000cm3
Simba Guaraná	BIB	10000cm3
Simba Guaraná	Tank	10000cm3
Dasani Water	Botella no retornable PET	500cm3; 1500cm3; 2000cm3
Dasani Sparkling	Botella no retornable PET	500cm3; 1500cm3; 2000cm3
Dasani Balance Citrus	Botella no retornable PET	500cm3; 1500cm3
Dasani Balance Peach	Botella no retornable PET	500cm3

This authorization is granted subject to the following conditions:

1. The terms used in this authorization have the meaning as defined in the Bottler Agreements, unless a different meaning is specified.

2. The permit referred to in this authorization refers only to the Approved Containers/Capacity, the authorization to prepare, bottle, distribute and sell the Drinks referred to above is granted by the Bottler Agreements.

3. All dispositions, conditions, terms and provisions of the Bottler Agreements remain in full force and effect.

4. This authorization can be modified by the Company at any time and shall automatically terminate upon the expiration or early termination of the Bottler Agreements.

This authorization replaces all previous authorizations executed between the Company and the Bottler in connection with the subject matter of this authorization.

Sinceramente,

THE COCA-COLA COMPANY

Por: _____
Representante Autorizado

Aceptado:

PARAGUAY REFRESCOS S.A.

Por: _____
Representante Autorizado

BOTTLER AGREEMENT FOR BURN

THIS AGREEMENT effective as of March 3, 2010, is executed by and between THE COCA-COLA COMPANY, a corporation organized and existing under the laws of the State of Delaware, of the United States of America (hereinafter, the "Company") and PARAGUAY REFRESCOS S.A., a company organized and existing under the laws of the Republic of Paraguay (hereinafter, the "The Bottler").

SINCE,

A. The Company is engaged in the manufacture and sale of bases for beverages, essences and other ingredients (hereinafter, the "*Bases for Beverages*"), whose formulas are a trade secret of the Company, from which syrups or powders are elaborated to prepare non alcoholic beverages (hereinafter, the "*Syrups*"); and is also engaged in the manufacture and sale of the Syrups; tha *Bases for Beverages* and Syrups are used for the preparation of non-alcoholic beverages unde tre trademarks identified bellow (hereinafter, the "*Drinks*") for their sale in bottles and other containers and in other forms or maners;

B. The Company owns the trademark BURN that distinguishes the Bases for Beverages, Syrups and Drinks, and such other intellectual property embodied in the characteristic commercial presentation and other packaging designs and elements connected with the Bases for Beverages, Syrups and Drinks and any other trademarks that the Company may take from time to time to distinguish Bases for Beverages, Syrups and the Drinks (hereinafter, the “Trademarks");

C. The Company has the exclusive right to prepare, bottle, distribute and sell the Drinks and the right to manufacture and sell the Bases for Beverages and Syrups in Argentina/Paraguay, among other countries;

D. The parties to this document are also parties to a contract effective as of December 1, 2004, which expires on December 1, 2014, (hereinafter, the "*Coca-Cola Bottler Agreement*"), under which the Bottler is authorized to prepare and bottle the Drink Coca-Cola for its sale and distribution within the territory defined and described therein, and

E. The Bottler wants to obtain the authorization of the Company in order to prepare and bottle the Drinks and to distribute and sell them under the Trademarks in the Territory (as defined and described in the Coca-Cola Bottler Agreement for).

THEREFORE, the Company hereby authorizes the Bottler, and the Bottler undertakes, subject to the terms and conditions set forth in the Coca-Cola Bottler Agreement, to prepare and bottle the Drinks and distribute and sell them under the Trademarks within the Territory; and the terms and conditions, duties and obligations set forth in the Coca-Cola Bottler Agreement for Coca-Cola are understood to be incorporated by reference to this document as if they were incorporated in extenso; subject to the following: (1) when the terms "Coca-Cola" and "Coke" are quoted in the said Coca-Cola Bottler Agreement, they shall be replaced by the Trademarks; (2) when the word "*Concentrate*" is quoted in Coca-Cola Bottler Agreement it shall be replaced by term "Beverage Gases"; and (3) this Agreement shall automatically terminate upon the expiration or early termination of the Coca-Cola Bottler Agreement.

IN WITNESS WHEREOF, the Company and the Bottler have agreed to execute this Contract in triplicate, though their authorized representatives.

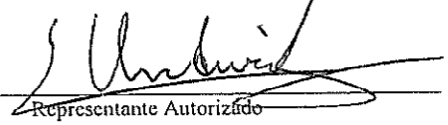
THE COCA-COLA COMPANY

Por: 

Representante Autorizado

Fecha: MAR 0 3 2010

PARAGUAY REFRESCOS S.A

Por: 

Representante Autorizado

Fecha: _____

Anex I

Authorization for Distribution between The Coca-Cola Company and
Paraguay Refrescos S.A. dated September 29, 2008

Effective Date: November 1, 2009.

Authorized Provider	**Authorized Drink**
CICAN	Coca Cola Lata 354 ml Coca Cola Lata 250 ml
Industria Envasador de Queretaro, S.A. de C.V	Burn Lata sleek 310 ml

This Annex I replaces all previous annexes attached to agreements executed between The Coca-Cola and Paraguay Refrescos S.A., in relation to the subject matter of this Annex I.

Sinceramente,

THE COCA-COLA COMPANY

Por: _____

Representante Autorizado

ACEPTADO POR:
PARAGUAY REFRESCOS S.A.

Por _____

Representante Autorizado

Exhibit 1.3

EMBOTELLADORA ANDINA S.A.

AND

THE BANK OF NEW YORK

As Depositary

AND

HOLDERS AND BENEFICIAL OWNERS OF AMERICAN DEPOSITARY RECEIPTS

Amended and Restated Deposit Agreement

Dated as December 14, 2000

AMENDED AND RESTATED DEPOSIT AGREEMENT

AMENDED AND RESTATED DEPOSIT AGREEMENT, dated as of December 14, 2000, among EMBOTELLADORA ANDINA S.A., incorporated under the laws of Chile (herein called the Company), THE BANK OF NEW YORK, a New York banking corporation (herein called the Depositary), and all Holders and Beneficial Owners from time to time of American Depositary Receipts issued hereunder.

W I T N E S S E T H :

WHEREAS, the Company has selected the Depositary to serve as successor depositary pursuant to Section 5.04 of the Amended and Restated Deposit Agreement, dated as of March 27, 1997, (the "Original Deposit Agreement"), among Embotelladora Andina S.A., Citibank, N.A. and all Holders and Beneficial Owners from time to time of American Depositary Receipts issued thereunder;
WHEREAS, pursuant to Section 6.01 of the Original Deposit Agreement, the Company and the Depositary deem it advisable to amend and restate the Original Deposit Agreement and the form of American Depositary Receipt annexed thereto as Exhibit A;
WHEREAS, the Company desires to amend and restate the Original Deposit Agreement pursuant to said Section 6.01 and to provide, as hereinafter set forth in this Amended and Restated Deposit Agreement, for the deposit of Shares (as hereinafter defined) of the Company from time to time with the Depositary or with the Custodian (as hereinafter defined) as agent of the Depositary for the purposes set forth in this Amended and Restated Deposit Agreement, for the creation of American Depositary Shares representing the Shares so deposited and for the execution and delivery of American Depositary Receipts evidencing the American Depositary Shares; and
WHEREAS, the American Depositary Receipts are to be substantially in the form of Exhibit A annexed hereto, with appropriate insertions, modifications and omissions, as hereinafter provided in this Amended and Restated Deposit Agreement;
NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

DEFINITIONS
The following definitions shall for all purposes, unless otherwise clearly indicated, apply to the respective terms used in this Amended and Restated Deposit Agreement:

American Depositary Shares.
The term "American Depositary Shares" shall mean the securities representing the interests in the Deposited Securities and evidenced by the Receipts issued hereunder. Each American Depositary Share shall represent six (6) Shares, until there shall occur a distribution upon Deposited Securities covered by Section 4.03 or a change in Deposited Securities covered by Section 4.08 with respect to which additional Receipts are not executed and delivered, and thereafter American Depositary Shares shall evidence the amount of Shares or Deposited Securities specified in such Sections.

Beneficial Owner.
The term "Beneficial Owner" shall mean each person owning from time to time any beneficial interest in the American Depositary Shares evidenced by any Receipt.

Business Day.
The term "Business Day" shall mean any day which is a *"día habil"* in Chile (as defined pursuant to Chilean law) and on which banks in New York, New York or Santiago Chile are not required or authorized by law or executive order to close.

Central Bank.
The term "Central Bank" means Banco Central de Chile and its successors.

Commission.
The term "Commission" shall mean the Securities and Exchange Commission of the United States or any successor governmental agency in the United States.

Company.
The term "Company" shall mean Embotelladora Andina S.A., incorporated under the laws of Chile, and its successors.

Custodian.
The term "Custodian" shall mean the [Santiago] office of Banco de Chile, as agent of the Depositary for the purposes of this Deposit Agreement, and any other firm or corporation which may hereafter be appointed by the Depositary pursuant to the terms of Section 5.05, as substitute or additional custodian or custodians hereunder, as the context shall require and shall also mean all of them collectively.

Delivery.

The terms "deliver", "deposit", "surrender", "transfer" or "withdraw", when used with respect to Shares or American Depositary Shares shall refer, where the context so requires, to an entry or entries or an electronic transfer or transfers in accounts maintained with an institution authorized under applicable laws to effect book-entry transfers of such securities (including in the case of Shares, the *Bolsa de Comercio de Santiago, Bolsa de Valores* (the "Santiago Stock Exchange"), the *Bolsa Electrónica de Chile, Bolsa de Valores* (the "Electronic Stock Exchange") and the *Bolsa de Corredores/Bolsa de Valores de Valparaiso* (the "Valparaiso Stock Exchange") (collectively, the "Chilean Exchanges")) and not necessarily to the physical transfer of certificates representing the Shares or American Depositary Receipts.

Deposit Agreement.

The term "Deposit Agreement" shall mean this Amended and Restated Deposit Agreement, including the exhibit hereto, as the same may be amended from time to time in accordance with the provisions hereof.

Depositary; Corporate Trust Office.

The term "Depositary" shall mean The Bank of New York, a New York banking corporation, and any successor as depositary hereunder. The term "Corporate Trust Office", when used with respect to the Depositary, shall mean the office of the Depositary which at the date of this Agreement is 101 Barclay Street, New York, New York 10286.

Deposited Securities.

The term "Deposited Securities" as of any time shall mean Shares at such time deposited or deemed to be deposited (including as contemplated under Section 2.09) under this Deposit Agreement and any and all other securities, property and cash received or deemed to be received by the Depositary or the Custodian in respect or in lieu thereof and at such time held hereunder, subject as to cash to the provisions of Section 4.05.

Dollars; Pesos.

The term "Dollars" shall mean United States dollars. The term "Pesos" shall mean the lawful currency of Chile.

Estatutos.

The term "Estatutos" shall mean *estatutos sociales* of the Company, as the same may be amended from time to time.

Foreign Exchange and Investment Contract.

The term "Foreign Exchange and Investment Contract" shall mean the "Chapter XXVI Agreement" to be entered into by the Central Bank, The Bank of New York and the Company pursuant to Article 47 of the constitutional Organic Law and the provisions of Chapter XXVI of the Compendium of Foreign Exchange Regulations of Chile.

Foreign Registrar.

The term "Foreign Registrar" shall mean the entity that presently carries out the duties of registrar for the Shares or any successor as registrar for the Shares and any other appointed agent of the Company for the transfer and registration of Shares.

Holder.

The term “Holder” shall mean the person in whose name a Receipt is registered on the books of the Depositary maintained for such purpose.

Receipts.

The term "Receipts" shall mean the American Depositary Receipts issued hereunder evidencing American Depositary Shares, as the same may be amended from time to time in accordance with the provisions hereof.

Registrar.

The term "Registrar" shall mean any bank or trust company having an office in the Borough of Manhattan, The City of New York, which shall be appointed to register Receipts and transfers of Receipts as herein provided.

Restricted Securities.

The term "Restricted Securities" shall mean Shares, or Receipts representing such Shares, which are acquired directly or indirectly from the Company or its affiliates (as defined in Rule 144 to the Securities Act of 1933), or which are held by an officer, director (or persons performing similar functions) or other affiliate of the Company, or which would require registration under the Securities Act in connection with the offer and sale thereof in the United States, or which are subject to other restrictions on sale or deposit under the laws of the United States or Chile, or under a shareholder agreement or the Estatutos.

Securities Act of 1933.

The term "Securities Act of 1933" shall mean the United States Securities Act of 1933, as from time to time amended.

Shares.

The term "Shares" shall mean the Series A shares of stock of the Company, without par value, heretofore validly issued and outstanding and fully paid, nonassessable and free of any pre-emptive rights of the holders of outstanding Shares or hereafter validly issued and outstanding and fully paid, nonassessable and free of any pre-emptive rights of the holders of outstanding Shares or interim certificates representing such Shares.

SVS.

The term "SVS" shall mean the Superintendencia de Valores y Seguros of Chile.

FORM OF RECEIPTS, DEPOSIT OF SHARES, EXECUTION AND DELIVERY, TRANSFER AND SURRENDER OF RECEIPTS

Form and Transferability of Receipts.

Definitive Receipts shall be substantially in the form set forth in Exhibit A annexed to this Deposit Agreement, with appropriate insertions, modifications and omissions, as hereinafter provided. No Receipt shall be entitled to any benefits under this Deposit Agreement or be valid or obligatory for any purpose, unless such Receipt shall have been executed by the Depositary by the manual signature of a duly authorized signatory of the Depositary; provided, however, that such signature may be a facsimile if a Registrar for the Receipts shall have been appointed and such Receipts are countersigned by the manual signature of a duly authorized officer of the Registrar. The Depositary shall maintain books on which each Receipt so executed and delivered as hereinafter provided and the transfer of each such Receipt shall be registered. Receipts may be issued in denominations of any whole number of American Depositary Shares. Receipts bearing the manual or facsimile signature of a duly authorized signatory of the Depositary who was at any time a proper signatory of the Depositary shall bind the Depositary, notwithstanding that such signatory has ceased to hold such office prior to the execution and delivery of such Receipts by the Registrar or did not hold such office on the date of issuance of such Receipts.

The Receipts may be endorsed with or have incorporated in the text thereof such legends or recitals or modifications not inconsistent with the provisions of this Deposit Agreement or the Estatutos as may be reasonably required by the Depositary to comply with any applicable law or regulations thereunder or with the rules and regulations of any securities exchange upon which American Depositary Shares may be listed or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Receipts are subject by reason of the date of issuance of the underlying Deposited Securities or otherwise.

Title to a Receipt (and to the American Depositary Shares evidenced thereby), when properly endorsed or accompanied by proper instruments of transfer, shall be transferable by delivery with the same effect as in the case of a negotiable instrument under the laws of New York; provided, however, that the Depositary and the Company, notwithstanding any notice to the contrary, may treat the Holder thereof as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in this Deposit Agreement and for all other purposes.

Deposit of Shares.

Subject to the terms and conditions of this Deposit Agreement, Shares or evidence of rights to receive Shares to the extent permitted by Section 2.09 may be deposited by delivery thereof (including by book-entry credit) to any Custodian hereunder, accompanied by any appropriate instrument or instruments of transfer, or endorsement, in form satisfactory to the Custodian, together with all such certifications as may be required by the Depositary, the Custodian or the Company in accordance with the provisions of this Deposit Agreement, and, if the Depositary requires, together with a written order directing the Depositary to execute and deliver to, or upon the written order of, the person or persons stated in such order, a Receipt or Receipts for the number of American Depositary Shares representing such deposit. If required by the Depositary, Shares presented for deposit at any time, whether or not the transfer books of the Company or the Foreign Registrar, if applicable, are closed, shall also be accompanied (i) by an agreement or assignment, or other instrument satisfactory to the Depositary, which will provide for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property which any person in whose name the Shares are or have been recorded may thereafter receive upon or in respect of such deposited Shares, or in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depositary and (ii) if the Shares are registered in the name of the person on whose behalf they are presented for deposit, a proxy or proxies entitling the Custodian to vote such deposited Shares, insofar as permitted under Chilean law and the Estatutos, for any and all purposes until the Shares are registered in the name of Custodian or its nominees.

At the request and risk and expense of any person proposing to deposit Shares, and for the account of such person, the Depositary may receive certificates for Shares to be deposited, together with the other instruments herein specified, for the purpose of forwarding such Share certificates to the Custodian for deposit hereunder.

No Shares shall be accepted for deposit unless accompanied by evidence satisfactory to the Depositary that the deposit has been authorized by the Central Bank (unless and until the Company provides the Depositary with evidence satisfactory to it that such authorization is not longer necessary) and that the conditions for such authorization, as set forth in the Foreign Exchange and Investment Contract, have been satisfied.

If required by applicable Chilean law, no Shares shall be accepted for deposit unless the Custodian has received from or on behalf of the depositor a certificate satisfactory to the Custodian to the effect that either:
(a) each of the following conditions has been met:

(i) the Shares were purchased with pesos received upon conversion by the investor of dollars in the formal exchange market;

(ii) at the time of such currency conversion, the depositor indicated his intention to purchase Shares entitled to the benefits of the Foreign Exchange and Investment Contract;

(iii) the depositor acquired such Shares on an authorized stock exchange in Chile;

(iv) the Shares being deposited have been registered in the name of the Depositary;

(v) the investor has waived the right of access to the formal exchange market relating to the Shares being deposited; or

(b) such Shares are being redeposited by a former Holder who received them upon surrendering Receipts (in which case the certificate of the Custodian referred to in Section 2.05 of this Agreement shall serve as satisfactory evidence) and that the Holder waives the right to access to the formal exchange market relating to the Shares being redeposited.

Upon each delivery to a Custodian of a certificate or certificates for Shares to be deposited hereunder, together with the other documents above specified, such Custodian shall, as soon as transfer and recordation can be accomplished, present such certificate or certificates to the Company or the Foreign Registrar, if applicable, for transfer and recordation of the Shares being deposited in the name of the Depositary or its nominee or such Custodian or its nominee at the cost and expense of the person making such deposit (or for whose benefit such deposit is made) and shall obtain evidence satisfactory to it of such registration.

Deposited Securities shall be held by the Depositary or by a Custodian for the account and to the order of the Depositary or at such other place or places as the Depositary shall determine.

Execution and Delivery of Receipts.

Upon receipt by any Custodian of any deposit pursuant to Section 2.02 hereunder (and in addition, if the transfer books of the Company or the Foreign Registrar, if applicable, are open, the Depositary may in its sole discretion require a proper acknowledgment or other evidence from the Company or the Foreign Registrar, as the case may be, that any Deposited Securities have been recorded upon the books of the Company or the Foreign Registrar, if applicable, in the name of the Depositary or its nominee or such Custodian or its nominee), together with the other documents required as above specified, such Custodian shall notify the Depositary of such deposit and the person or persons to whom or upon whose written order a Receipt or Receipts are deliverable in respect thereof and the number of American Depositary Shares to be evidenced thereby. Such notification shall be made by letter or, at the request, risk and expense of the person making the deposit, by cable, telex or facsimile transmission. Upon receiving such notice from such Custodian, or upon the receipt of Shares by the Depositary, the Depositary, subject to the terms and conditions of this Deposit Agreement, shall execute and deliver at its Corporate Trust Office, to or upon the order of the person or persons entitled thereto, a Receipt or Receipts, registered in the name or names and evidencing any authorized number of American Depositary Shares requested by such person or persons, but only upon payment to the Depositary of the fees and expenses of the Depositary for the execution and delivery of such Receipt or Receipts as provided in Section 5.09, and of all taxes and governmental charges and fees, if any, payable in connection with such deposit and the transfer of the Deposited Securities. The Depositary shall not execute and deliver Receipts except in accordance with this Section 2.03 or Sections 2.04, 2.07, 2.09, 4.03, 4.04 and 4.08.

Transfer of Receipts; Combination and Split-up of Receipts.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall register transfers of Receipts on its transfer books from time to time, upon any surrender of a Receipt, by the Holder in person or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer, and duly stamped as may be required by the laws of the State of New York and of the United States of America. Thereupon the Depositary shall execute a new Receipt or Receipts and deliver the same to or upon the order of the person entitled thereto.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or

Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered.

The Depositary may appoint, upon at least 20 days' written notice to the Company, one or more co-transfer agents, reasonably acceptable to the Company, for the purpose of effecting transfers, combinations and split-ups of Receipts at designated transfer offices on behalf of the Depositary. In carrying out its functions, a co-transfer agent may, to the same extent as the Depositary, require evidence of authority and compliance with applicable laws and other requirements by Holders or persons entitled to Receipts and will be entitled to protection and indemnity to the same extent as the Depositary.

Surrender of Receipts and Withdrawal of Shares.

Upon surrender at the Corporate Trust Office of the Depositary of a Receipt for the purpose of withdrawal of the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, and upon payment of the fee of the Depositary for the surrender of Receipts as provided in Section 5.09 and payment of all taxes and governmental charges, if any, payable in connection with such surrender and withdrawal of the Deposited Securities and upon delivery of any certifications required by the laws of Chile, and subject to the terms and conditions of this Deposit Agreement, the Estatutos, the provisions of or governing the Deposited Securities and applicable law, the Holder of such Receipt shall be entitled to delivery, to him or upon his order, of the amount of Deposited Securities at the time represented by the American Depositary Shares evidenced by such Receipt. Delivery of such Deposited Securities may be made by (a) (i) book-entry transfer of the Shares represented by such Receipt to an account in the name of such Holder or as ordered by him, or (ii) to the extent the Shares are evidenced in the future by certificates in accord with the Estatutos and Chilean law, the delivery of certificates in the name of such Holder or as ordered by him or certificates properly endorsed or accompanied by proper instruments of transfer to such Holder or as ordered by him and (b) delivery of any other securities, property and cash to which such Holder is then entitled in respect of such Receipts to such Holder or as ordered by him. Such delivery shall be made, as hereinafter provided, without unreasonable delay.

A Receipt surrendered for such purposes may be required by the Depositary to be properly endorsed in blank or accompanied by proper instruments of transfer in blank, and if the Depositary so requires, the Holder thereof shall execute and deliver to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be delivered to or upon the written order of a person or persons designated in such order. Thereupon the Depositary shall direct the Custodian to deliver at the Santiago office of such Custodian, subject to Sections 2.06, 3.01 and 3.02 and to the other terms and conditions of this Deposit Agreement and the Estatutos, to or upon the written order of the person or persons designated in the order delivered to the Depositary as above provided, the amount of Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, except that the Depositary may make delivery to such person or persons at the Corporate Trust Office of the Depositary of any dividends or distributions with respect to the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, or of any proceeds of sale of any dividends, distributions or rights, which may at the time be held by the Depositary. Simultaneously with the delivery of Deposited Securities to the Holder or its designee, the Custodian, pursuant to the Foreign Exchange and Investment Contract, will issue or cause to be issued to the Holder or such designee a certificate which states that the Deposited Securities have been transferred to the Holder or its designee by the Depositary and that the Depositary waives in favor of the Holder or its designee the right of access to the formal foreign exchange market relating to such withdrawn Deposited Securities.

At the request, risk and expense of any Holder so surrendering a Receipt, and for the account of such Holder, the Depositary shall direct the Custodian to forward any cash or other property (other than rights) comprising, and forward a certificate or certificates and other proper documents of title for, the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt to the Depositary for delivery at the Corporate Trust Office of the Depositary. Such direction shall be given by letter or, at the request, risk and expense of such Holder, by cable, telex or facsimile transmission.

Neither the Depositary nor the Custodian shall deliver Shares, by physical delivery, book-entry or otherwise (other than to the Company or its agent as contemplated by Section 4.08), or otherwise permit Shares to be withdrawn from the facility created hereby, except upon the receipt and cancellation of Receipts.

Limitations on Execution and Delivery, Transfer and Surrender of Receipts.

As a condition precedent to the execution and delivery, registration of transfer, split-up, combination or surrender of any Receipt, the delivery of any distribution thereon, or withdrawal of any Deposited Securities, the Company, the Depositary, Custodian or Registrar may require payment from the depositor of Shares or the presenter of the Receipt of a sum sufficient to reimburse it for any tax,or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax, charge or fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees of the Depositary as provided in Section 5.09, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any reasonable regulations the Depositary and the Company may establish consistent with the provisions of this Deposit Agreement, including, without limitation, this Section 2.06.

The delivery of Receipts against deposits of Shares generally or against deposits of particular Shares may be suspended, or the transfer of Receipts in particular instances may be refused, or the registration of transfer of outstanding Receipts or the combination or split-up of Receipts generally may be suspended, during any period when the transfer books of the Depositary are closed, or if any such action is reasonably deemed necessary or advisable by the Depositary or the Company at any time or from time to time because of any requirement of law or of any government or governmental body or commission, or under any provision of this Deposit Agreement, or for any other reason, subject to the provisions of the following sentence. Notwithstanding anything to the

contrary in this Deposit Agreement or the Receipts, the surrender of outstanding Receipts and withdrawal of Deposited Securities may be suspended only for (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting, or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the Receipts or to the withdrawal of the Deposited Securities, or (iv) any other reason that may at any time be specified in paragraph I(A)(1) of the General Instructions to Form F-6, as from time to time in effect, or any successor provision thereto. Without limitation of the foregoing, the Depositary shall not knowingly accept for deposit under this Deposit Agreement any Shares which would be required to be registered under the provisions of the Securities Act of 1933 for the public offer and sale thereof in the United States unless a registration statement is in effect as to such Shares for such offer and sale. The Depositary will comply with written instructions of the Company that the Depositary shall not accept for deposit hereunder any Shares identified in such instructions at such times and under such circumstances as may reasonably be specified in such instructions in order to facilitate the Company's compliance with the securities laws in the United States.

Lost Receipts, etc.

In case any Receipt shall be mutilated, destroyed, lost or stolen, the Depositary shall execute and deliver a new Receipt of like tenor in exchange and substitution for such mutilated Receipt upon cancellation thereof, or in lieu of and in substitution for such destroyed, lost or stolen Receipt. Before the Depositary shall execute and deliver a new Receipt in substitution for a destroyed, lost or stolen Receipt, the Holder thereof shall have (a) filed with the Depositary (i) a request for such execution and delivery before the Depositary has notice that the Receipt has been acquired by a bona fide purchaser and (ii) a sufficient indemnity bond and (b) satisfied any other reasonable requirements imposed by the Depositary.

Cancellation and Destruction of Surrendered Receipts.

All Receipts surrendered to the Depositary shall be cancelled by the Depositary. The Depositary is authorized to destroy Receipts so cancelled, subject to Section 2.11.

Pre-Release of Receipts.

The Depositary may execute and deliver Receipts against delivery by the Company (or by any agent of the Company recording ownership of the Shares) of rights to receive Shares from the Company (or from any such agent). No such issue of Receipts will be deemed a "Pre-Release" subject to the restrictions of the following paragraph.

Unless requested in writing by the Company to cease doing so, which request may be made by the Company at any time and with or without cause, notwithstanding Section 2.03 hereof, the Depositary may execute and deliver Receipts prior to the receipt of Shares pursuant to Section 2.02 (a "Pre-Release"). The Depositary may, pursuant to Section 2.05, deliver Shares upon the receipt and cancellation of Receipts which have been Pre-Released, whether or not such cancellation is prior to the termination of such Pre-Release or the Depositary knows that such Receipt has been Pre-Released. The Depositary may receive Receipts in lieu of Shares in satisfaction of a Pre-Release. Each Pre-Release will be (a) preceded or accompanied by a written representation and agreement from the person to whom Receipts are to be delivered (the "Pre-Releasee"), that the Pre-Releasee, or its customer, (i) owns the Shares or Receipts to be remitted, as the case may be, (ii) assigns all beneficial right, title and interest in such Shares or Receipts, as the case may be, to the Depositary in its capacity as such and for the benefit of the Holders, and (iii) will not take any action with respect to such Shares or Receipts, as the case may be, that is inconsistent with the transfer of beneficial ownership (including, without the consent of the Depositary, disposing of such Shares or Receipts, as the case may be), other than in satisfaction of such Pre-Release, (b) at all times fully collateralized with cash, U.S. government securities, or such other collateral as the Depositary determines, in good faith, will provide substantially similar liquidity and security, (c) terminable by the Depositary on not more than five (5) business days notice, and (d) subject to such further indemnities and credit regulations as the Depositary deems appropriate. The number of Shares not deposited but represented by American Depositary Shares outstanding at any time as a result of Pre-Releases will not normally exceed thirty percent (30%) of the Shares deposited hereunder; provided, however, that the Depositary reserves the right to disregard such limit from time to time as it deems reasonably appropriate, and may, with the prior written consent of the Company, change such limit for purposes of general application. The Depositary will also set Dollar limits with respect to Pre-Release transactions to be entered into hereunder with any particular Pre-Releasee on a case-by-case basis as the Depositary deems appropriate. For purposes of enabling the Depositary to fulfill its obligations to the Holders under this Agreement, the collateral referred to in clause (b) above shall be held by the Depositary as security for the performance of such Pre-Releasee's obligations to the Depositary in connection with a Pre-Release transaction, including such Pre-Releasee's obligation to deliver Shares or Receipts upon termination of a Pre-Release transaction (and shall not, for the avoidance of doubt, constitute Deposited Securities hereunder).

The Depositary may retain for its own account any compensation received by it in connection with the foregoing.

Tax Treatment of Deposited Securities Withdrawn.

For purposes of a tax ruling dated January 29, 1990 issued by the Chilean Internal Revenue Service regarding certain tax matters relating to American Depositary Shares and American Depositary Receipts, the acquisition value of any Share or other Deposited Security upon its withdrawal by a Holder upon surrender of the corresponding Receipt shall be the highest reported sales price of such Share or other Deposited Security on the Santiago Stock Exchange on the day on which the transfer of such Share or other Deposited Security from the Depositary to such Holder is recorded on the books of the Company or its agent. In the event that

the Shares or other Deposited Securities are not then traded on the Santiago Stock Exchange, such value shall be the highest reported sales price on the principal stock exchange or other organized securities market in Chile on which such Shares or other Deposited Securities are then traded. In the event that no such sales price is reported on the day on which such transfer is recorded on the books of the Company or its agent, such value shall be deemed to be the highest sale price reported on the last day on which such sales price was reported, provided that if such day is more than 30 days prior to the date of such transfer, such price shall be increased by the percentage increase over the corresponding period in the Chilean consumer price index as reported by the pertinent governmental authority of Chile.

Notwithstanding the foregoing, in the event such Shares or other Deposited Securities are transferred by a Holder on a Chilean Exchange, either on the same date on which the share transfer is registered in the Shareholders Register of the Company or within two Business Days prior to said date, the acquisition value of such shares shall be the price indicated in the invoice issued by the stockbroker who participated in the pertinent sales transaction.

Maintenance of Records.

The Depositary agrees to maintain or cause its agents to maintain records of all Receipts surrendered and Deposited Securities withdrawn under Section 2.05, substitute Receipts delivered under Section 2.07, and of canceled or destroyed Receipts under Section 2.08, in keeping with procedures customarily followed by stock transfer agents located in The City of New York or as required by the laws or regulations governing the Depositary. Prior to destroying any such records, the Depositary will notify the Company and will turn such records over to the Company upon its request.

CERTAIN OBLIGATIONS OF HOLDERS AND BENEFICIAL OWNERS OF RECEIPTS

Filing Proofs, Certificates and Other Information.

Any person presenting Shares for deposit or any Holder or Beneficial Owner of a Receipt may be required from time to time to file with the Depositary or the Custodian such proof of citizenship or residence, exchange control approval, legal or beneficial ownership of Receipts, Deposited Securities or other securities, compliance with all applicable laws or regulations or terms of this Agreement or the Receipts, payment of all Chilean taxes or other governmental charges, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depositary may reasonably deem necessary or proper or as the Company reasonably may require. The Depositary may withhold the delivery or registration of transfer of any Receipt or the distribution of any dividend or sale or distribution of rights or of the proceeds thereof or the delivery of any Deposited Securities underlying such Receipt until such proof or other information is filed or such certificates are executed or such representations and warranties made. The Depositary shall from time to time advise the Company of the availability of any such proofs, certificates or other information and shall provide copies thereof to the Company as promptly as practicable upon request by the Company, unless such disclosure is prohibited by law.

Liability of Holder or Beneficial Owner for Taxes.

If any tax or other governmental charge shall become payable by the Custodian or the Depositary with respect to any Receipt or any Deposited Securities represented by any Receipt, such tax or other governmental charge shall be payable by the Holder or Beneficial Owner of such Receipt to the Depositary. The Depositary may refuse to effect any transfer of such Receipt or any combination or split-up thereof or any withdrawal of Deposited Securities represented by American Depositary Shares evidenced by such Receipt until such payment is made, and may withhold any dividends or other distributions, or may sell for the account of the Holder or Beneficial Owner thereof any part or all of the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, and may apply such dividends or other distributions or the proceeds of any such sale in payment of such tax or other governmental charge (and any taxes or expenses arising out of such sale), and the Holder or Beneficial Owner of such Receipt shall remain liable for any deficiency.

Warranties on Deposit of Shares.

Every person depositing Shares under this Deposit Agreement shall be deemed thereby to represent and warrant that such Shares and each certificate therefor, if any, are validly issued, fully paid, nonassessable and free of any preemptive rights of the holders of outstanding Shares and that the person making such deposit is duly authorized so to do. Every such person shall also be deemed to represent that such Shares are not, and the Receipts evidencing American Depositary Shares representing such Shares would not be, Restricted Securities. Such representations and warranties shall survive the deposit of Shares and issuance of Receipts.

Compliance with Chilean Law.

It is hereby acknowledged that pursuant to a Circular Letter of the SVS dated June 28, 1990, as amended and restated on February 12, 1998 pursuant to Circular Letter of SVS 1,375, Holders are, as of the date hereof, deemed, for certain purposes of Chilean law, to be holders of Deposited Securities. Accordingly, it is hereby acknowledged that Holders are, as a matter of Chilean law as in effect on the date hereof, obligated to comply with the requirements of Articles 12 and 54 and Title XV of Law 18,045 of Chile. Article 12, as in effect at the date hereof, requires that, among other things, Holders report within five days after

the consummation of a transaction resulting in (a) or (b) below to the SVS and the stock exchanges in Chile on which the Shares are listed:

(a) any direct or indirect acquisition or sale of Receipts that results in the Holder acquiring or disposing of, directly or indirectly, the right to own 10% or more of the total share capital of the Company; and

(b) any direct or indirect acquisition or sale of Receipts or Shares or options to buy or sell Receipts, in any amount, made by (i) a Holder that owns Receipts representing 10% or more of the Shares or (ii) a director, general manager or manager of the Company.

Article 54, as in effect at the date hereof, requires that, among other things, any Holder intending to acquire control, directly or indirectly (as defined in Title XV of Law 18,045) of the Company (a) publish a notice of such intention in a newspaper in Chile disclosing the price and terms of any such acquisition at least five days prior to the actual acquisition and (b) send a written notice of such intention to the SVS and the stock exchanges in Chile on which the Shares are listed prior to such publication.

It is hereby acknowledged that, under Chilean law as in effect on the date hereof, a Holder subject to the requirements of Articles 12 and 54 and Title XV of Law 18,045 of Chile who violates or fails to comply with the requirements described above and with any regulations of the SVS is subject to an administrative fine to be determined by the SVS and is obligated to indemnify any person against damages incurred as a result of such violation or noncompliance.

Disclosure of Interests.

To the extent that provisions of or governing any Deposited Securities (including the Estatutos or applicable law) may require the disclosure of beneficial or other ownership of Deposited Securities, other Shares and other securities to the Company and may provide for blocking transfer and voting or other rights to enforce such disclosure or limit such ownership, the Depositary shall use its best efforts that are reasonable under the circumstances to comply with Company instructions as to Receipts in respect of any such enforcement or limitation, and Holders and Beneficial Owners shall comply with all such disclosure requirements and ownership limitations and shall cooperate with the Depositary's compliance with such Company instructions.

THE DEPOSITED SECURITIES

Cash Distributions.

Whenever the Depositary, or on its behalf, its agent, shall receive any cash dividend or other cash distribution on any Deposited Securities, the Depositary shall, or shall cause its agent to, as promptly as practicable, subject to the provisions of Section 4.05, convert such dividend or distribution into Dollars, transfer such Dollars to the United States and shall distribute the amount thus received (net of the fees and expenses of the Depositary as provided in Section 5.09) to the Holders entitled thereto, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively; provided, however, that in the event that the Company, the Depositary or the Custodian shall be required to withhold and does withhold from such cash dividend or such other cash distribution an amount on account of taxes, the amount distributed to the Holder of the Receipts evidencing American Depositary Shares representing such Deposited Securities shall be reduced accordingly. The Depositary shall distribute only such amount, however, as can be distributed without attributing to any Holder a fraction of one cent. Any such fractional amounts shall be rounded to the nearest whole cent and so distributed to Holders entitled thereto. The Company or its agent will remit to the appropriate governmental agency in Chile all amounts withheld and owing to such agency. The Depositary will forward to the Company or its agent such information from its records as the Company may reasonably request to enable the Company or its agent to file necessary reports with governmental agencies, and the Depositary or the Company or its agent may file any such reports necessary to obtain benefits under the applicable tax treaties for the Holders of Receipts.

Distributions Other Than Cash, Shares or Rights.

Subject to the provisions of Sections 4.11 and 5.09, whenever the Depositary shall receive any distribution other than a distribution described in Section 4.01, 4.03 or 4.04, the Depositary shall, as promptly as practicable, cause the securities or property received by it to be distributed to the Holders entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary or any taxes or other governmental charges, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively, in any manner that the Depositary may deem equitable and practicable for accomplishing such distribution; provided, however, that if in the opinion of the Depositary such distribution cannot be made proportionately among the Holders entitled thereto, or if for any other reason (including, but not limited to, any requirement that the Company, the Custodian or the Depositary withhold an amount on account of taxes or other governmental charges or that such securities must be registered under the Securities Act of 1933 in order to be distributed to Holders or Beneficial Owners) the Depositary deems such distribution not to be feasible, the Depositary may, after consultation with the Company, adopt such method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Section 5.09) shall be distributed by the Depositary to the Holders entitled thereto, all in the manner and subject to the conditions described in Section 4.01; provided, further, that no distribution to Holders pursuant to this Section 4.02 shall be unreasonably delayed by any action of the Depositary or any of its agents. To the extent such securities or property or the net proceeds thereof are not distributed to Holders or sold as provided in this Section 4.02, the same shall constitute Deposited Securities

and each American Depositary Share shall thereafter also represent its proportionate interest in such securities, property or net proceeds.

Distributions in Shares.

If any distribution upon any Deposited Securities consists of a dividend in, or free distribution of, Shares, the Depositary may, and shall if the Company shall so requests, distribute, as promptly as practicable, to the Holders of outstanding Receipts entitled thereto, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively, additional Receipts evidencing an aggregate number of American Depositary Shares representing the amount of Shares received as such dividend or free distribution, subject to the terms and conditions of the Deposit Agreement with respect to the deposit of Shares and the issuance of American Depositary Shares evidenced by Receipts, including the withholding of any tax or other governmental charge as provided in Section 4.11 and the payment of the fees and expenses of the Depositary as provided in Section 5.09. The Depositary may withhold any such distribution of ADRs if it has not received satisfactory assurances from the Company that such distribution does not require registration under the Securities Act or is exempt from registration under the provisions of such Act. In lieu of delivering Receipts for fractional American Depositary Shares in any such case, the Depositary shall sell the amount of Shares represented by the aggregate of such fractions and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.01; provided, however, that no distribution to Holders pursuant to this Section 4.03 shall be unreasonably delayed by any action of the Depositary or any of its agents. If additional Receipts are not so distributed, each American Depositary Share shall thenceforth also represent the additional Shares distributed upon the Deposited Securities represented thereby.

Rights.

In the event that the Company shall offer or cause to be offered to the holders of any Deposited Securities any rights to subscribe for additional Shares or any rights of any other nature, the Depositary, after consultation with the Company, shall have discretion as to the procedure to be followed in making such rights available to any Holders or in disposing of such rights on behalf of any Holders and making the net proceeds available to such Holders or, if by the terms of such rights offering or for any other reason, it would be unlawful for the Depositary either to make such rights available to any Holders or to dispose of such rights and make the net proceeds available to such Holders, then the Depositary shall allow the rights to lapse. If at the time of the offering of any rights the Depositary determines that it is lawful and feasible to make such rights available to all or certain Holders but not to other Holders, the Depositary may (after consultation with the Company), and at the request of the Company shall, distribute to any Holder to whom it determines the distribution to be lawful and feasible, in proportion to the number of American Depositary Shares held by such Holder, warrants or other instruments therefor in such form as it deems appropriate.

In circumstances in which rights would otherwise not be distributed, if a Holder requests the distribution of warrants or other instruments in order to exercise the rights allocable to the American Depositary Shares of such Holder hereunder, the Depositary will promptly make such rights available to such Holder upon written notice from the Company to the Depositary that (a) the Company has elected in its sole discretion to permit such rights to be exercised and (b) such Holder has executed such documents as the Company has determined in its sole discretion are reasonably required under applicable law.

If the Depositary has distributed warrants or other instruments for rights to all or certain Holders, then upon instruction from such a Holder pursuant to such warrants or other instruments to the Depositary to exercise such rights, upon payment by such Holder to the Depositary for the account of such Holder of an amount equal to the purchase price of the Shares to be received upon the exercise of the rights, and upon payment of the fees and expenses of the Depositary and any other charges as set forth in such warrants or other instruments, the Depositary shall, on behalf of such Holder, exercise the rights and purchase the Shares, and the Company shall cause the Shares so purchased to be delivered to the Depositary on behalf of such Holder. As agent for such Holder, the Depositary will cause the Shares so purchased to be deposited pursuant to Section 2.02 of this Deposit Agreement, and shall, pursuant to Section 2.03 of this Deposit Agreement, execute and deliver Receipts to such Holder. In the case of a distribution pursuant to the second paragraph of this section, such Receipts shall be legended in accordance with applicable U.S. laws, and shall be subject to the appropriate restrictions on sale, deposit, cancellation, and transfer under such laws.

If the Depositary determines that it is not lawful and feasible to make such rights available to all or certain Holders, it will use its best efforts that are reasonable under the circumstances to sell the rights, warrants or other instruments in proportion to the number of American Depositary Shares held by the Holders to whom it has determined it may not lawfully and feasibly make such rights available, and allocate the net proceeds of such sales (net of the fees and expenses of the Depositary as provided in Section 5.09 and all taxes and governmental charges payable in connection with such rights and subject to the terms and conditions of this Deposit Agreement) for the account of such Holders otherwise entitled to such rights, warrants or other instruments, upon an averaged or other practical basis without regard to any distinctions among such Holders because of exchange restrictions or the date of delivery of any Receipt or otherwise. Such proceeds shall be distributed as promptly as practicable in accordance with Section 4.01 hereof.

If a registration statement under the Securities Act of 1933 is required with respect to the securities to which any rights relate in order for the Company to offer such rights to Holders and sell the securities represented by such rights, the Depositary will not offer such rights to Holders unless and until such a registration statement is in effect, or unless the offering and sale of such securities and such rights to such Holders are exempt from or not subject to, registration under the provisions of the Securities Act of 1933; provided, however, that nothing in this Deposit Agreement shall create, or shall be construed as creating, any obligation on the part of the Company to file a registration statement under the Securities Act of 1933 with respect to such rights or underlying securities or to endeavor to have such a registration statement declared effective. If a Holder of Receipts requests the distribution of warrants or

other instruments, notwithstanding that there has been no such registration under such Act, the Depositary shall not effect such distribution unless it has received an opinion from recognized counsel in the United States for the Company upon which the Depositary may rely that such distribution to such Holder is exempt from such registration.

The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make such rights available to Holders in general or any Holder in particular.

Conversion of Foreign Currency.

Whenever the Depositary or the Custodian shall receive foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, and if at the time of the receipt thereof the foreign currency so received can, pursuant to applicable law, be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary shall, subject to the Foreign Exchange and Investment Contract and applicable laws and regulations, convert or cause to be converted, by sale or in any other manner that it may determine, such foreign currency into Dollars, and such Dollars shall be distributed, as promptly as practicable, to the Holders entitled thereto or, if the Depositary shall have distributed any warrants or other instruments which entitle the holders thereof to such Dollars, then to the holders of such warrants and/or instruments upon surrender thereof for cancellation. Such distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Holders on account of exchange restrictions, the date of delivery of any Receipt or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary or the Custodian as provided in Section 5.09.

The Depositary shall exercise its rights under the Foreign Exchange and Investment Contract as and to the extent appropriate in order to effect such conversions and distributions, and is authorized to give such certifications, and enter into such agreements and arrangements, as may be necessary or convenient thereunder or in connection therewith, provided, however, that the Depositary shall not be obligated to incur any material expense in connection therewith or to take any action that would subject it to any expense, liability or civil or criminal penalty or sanction or civil or criminal proceedings, unless satisfactory indemnity is furnished with respect thereto.

If such conversion with regard to a particular Holder or distribution can be effected only with the approval or license of any government or agency thereof other than the Foreign Exchange and Investment Contract and the approvals contemplated thereby, the Depositary shall, as promptly as practicable, file such application for approval or license, if any, as is reasonably necessary to effect such conversion or distribution; provided, however, that the Depositary shall be entitled to rely upon Chilean local counsel in such matter, which counsel shall be instructed to act as promptly as possible.

If at any time the Depositary shall determine that in its reasonable judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof which is required for such conversion is denied or in the reasonable judgment of the Depositary is not obtainable, or if any such approval or license is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency (or an appropriate document evidencing the right to receive such foreign currency) received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the Holders entitled to receive the same.

If any such conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Holders entitled thereto, the Depositary may in its discretion make such conversion and distribution in Dollars to the extent permissible to the Holders entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold such balance uninvested and without liability for interest thereon for the respective accounts of, the Holders entitled thereto.

Fixing of Record Date.

Whenever any cash dividend or other cash distribution shall become payable or any distribution other than cash shall be made, or whenever rights shall be issued with respect to the Deposited Securities, or whenever the Depositary shall receive notice of any meeting of holders of Shares or other Deposited Securities, or whenever for any reason the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary shall find it necessary or convenient, the Depositary shall fix a record date, which date shall (x) be the same date as the record date determined by the Company in accordance with Chilean law, if any, to the extent practicable, or (y) if different from the record date determined by the Company, be as near as practicable to the record date determined by the Company or, if more than five (5) Business Days after such record date, be fixed after consultation with the Company (a) for the determination of the Holders who shall be (i) entitled to receive such dividend, distribution or rights or the net proceeds of the sale thereof, (ii) entitled to give instructions for the exercise of voting rights at any such meeting or (iii) responsible for any fee assessed by the Depositary pursuant to this Deposit Agreement, or (b) on or after which each American Depositary Share will represent the changed number of Shares, or (c) for any other reason. Subject to the provisions of Sections 4.01 through 4.05 and to the other terms and conditions of this Deposit Agreement, the Holders on such record date shall be entitled, as the case may be, to receive the amount distributable by the Depositary with respect to such dividend or other distribution or such rights or the net proceeds of sale thereof in proportion to the number of American Depositary Shares held by each of them respectively and to give voting instructions and to act in respect of any other such matter.

Voting of Deposited Securities.

Upon receipt of notice of any meeting or solicitation of proxies of holders of Shares or other Deposited Securities, the Depositary shall, as soon as practicable thereafter, mail to the Holders a notice, the form of which notice shall be in the discretion

of the Depositary and shall comply with any applicable provisions of Chilean law of which the Company has notified the Depositary that govern the form of such notice, which shall contain (a) such information as is contained in such notice of meeting received by the Depositary from the Company, together with a summary in English of such information provided by the Company, (b) a statement that the Holders as of the close of business on a specified record date will be entitled, subject to any applicable provision of Chilean law and of the Estatutos and the provisions of the Deposited Securities, to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the amount of Shares or other Deposited Securities represented by their respective American Depositary Shares, (c) a statement as to the manner in which such instructions may be given, including an express indication that such instructions will be deemed given in accordance with the next paragraph if no instruction is received, to the Depositary to give a discretionary proxy to the Chairman of the Board of Directors of the Company (or to a person designated by the Chairman). Upon the written request of a Holder on such record date, received on or before the date established by the Depositary for such purpose, the Depositary shall endeavor, in so far as practicable, to vote or cause to be voted the amount of Shares or other Deposited Securities represented by the American Depositary Shares evidenced by such Receipt in accordance with the instructions set forth in such request. The Depositary shall not vote or attempt to exercise the right to vote that attaches to the Shares or other Deposited Securities, other than in accordance with such instructions or deemed instruction.

If no instructions are received by the Depositary from any Holder with respect to any of the Deposited Securities represented by the American Depositary Shares evidenced by such Holder's Receipts on or before the date established by the Depositary for such purpose, the Depositary shall deem such Holder to have instructed the Depositary to give a discretionary proxy to the Chairman of the Board of Directors of the Company (or to a person designated by the Chairman) with respect to such Deposited Securities and the Depositary shall give such a discretionary proxy to vote such Deposited Securities; provided, that no such instruction shall be deemed given and no such discretionary proxy shall be given with respect to any matter as to which the Company informs the Depositary (and the Company agrees to provide such information as promptly as practicable in writing) that the Chairman of the Board of Directors of the Company (or his/her designee) does not wish such proxy given; and provided, further, however, that the Shares or other Deposited Securities shall in such event be counted for the purpose of satisfying applicable quorum requirements unless the Chairman of the Board of Directors of the Company (or his/her designee) determines otherwise.

Changes Affecting Deposited Securities.

In circumstances where the provisions of Section 4.03 do not apply, upon any change in nominal value, change in par value, split-up, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger or consolidation or sale of assets affecting the Company or to which it is a party, any securities which shall be received by the Depositary or a Custodian in exchange for or in conversion of or in respect of Deposited Securities, shall be treated as new Deposited Securities under this Deposit Agreement, and American Depositary Shares shall thenceforth represent, in addition to the existing Deposited Securities, the right to receive the new Deposited Securities so received in exchange or conversion, unless additional Receipts are delivered pursuant to the following sentence. In any such case the Depositary may, and shall if the Company shall so request, execute and deliver additional Receipts as in the case of a dividend in Shares, or call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing such new Deposited Securities. If requested in writing by the Company, upon occurrence of any such change, conversion or exchange covered by this Section 4.08 in respect of Deposited Securities, the Depositary shall give notice thereof in writing to all Holders, at the Company's expense (unless otherwise agreed in writing by the Company and the Depositary).

Reports.

The Depositary shall make available for inspection by Holders at its Corporate Trust Office any reports, notices and communications, including any proxy soliciting material, received from the Company which are both (a) received by the Depositary, the Custodian or a nominee of either as the holder of the Deposited Securities and (b) made generally available to the holders of such Deposited Securities by the Company. The Depositary shall also send to the Holders copies of such reports, notices and communications when such copies are furnished by the Company for such purpose, pursuant to Section 5.06. Any such reports, notices and communications, including any such proxy soliciting material, furnished to the Depositary by the Company shall be furnished in English, to the extent such materials are required to be translated into English pursuant to any regulations of the Commission applicable to the Company. On or prior to the date hereof, the Company shall deliver to the Depositary and the Custodian a copy in English of the Estatutos, and promptly upon any amendment thereto or change therein, the Company shall deliver to the Depositary and the Custodian a copy in English of such amendments or changes. The Depositary may rely upon such copy for all purposes of this Agreement. The Depositary will, at the expense of the Company (unless otherwise agreed in writing by the Company and the Depositary), either before or after the date of this Agreement, make such copy and such notices, reports and other communications available for inspection by Holders at the Depositary's office, at the office of the Custodian and at any other designated transfer offices.

Lists of Holders.

Promptly upon request by the Company, the Depositary shall, at the expense of the Company (unless otherwise agreed in writing by the Company and the Depositary), furnish to it a list, as of a recent date, of the names, addresses and holdings of American Depositary Shares by all persons in whose names Receipts are registered on the books of the Depositary.

Withholding.

In connection with any distribution to Holders, the Company or its agent will remit to the appropriate governmental authority or agency in Chile all amounts (if any) required to be withheld by the Company and owing to such authority or agency by the Company; and the Depositary and the Custodian, respectively, will remit to the appropriate governmental authority or agency all amounts (if any) required to be withheld and owing to such authority or agency by the Depositary or the Custodian, respectively. The Depositary shall forward to the Company or its agent in a timely manner such information from its records as the Company may reasonably request to enable the Company or its agent to file necessary reports with governmental authorities or agencies. In the event that the Depositary determines that any distribution in property other than cash (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge which the Depositary is obligated to withhold, the Depositary may by public or private sale dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner as the Depositary deems necessary and practicable to pay such taxes or charges and the Depositary shall distribute the net proceeds of any such sale after deduction of such taxes or charges to the Holders entitled thereto in proportion to the number of American Depositary Shares held by them respectively, all in accordance with applicable provisions of this Deposit Agreement.

The Depositary shall use reasonable efforts to make and maintain arrangements enabling Holders to receive any tax credits or other benefits (pursuant to treaty or otherwise) relating to dividend payments in respect of the American Depositary Shares, and the Company shall, to the extent reasonably practicable, provide the Depositary with such tax receipts or other similar documents as the Depositary may reasonably request to maintain such arrangements.

THE DEPOSITARY, THE CUSTODIANS AND THE COMPANY

Maintenance of Office and Transfer Books by the Depositary.

Until termination of this Deposit Agreement in accordance with its terms, the Depositary shall maintain in the Borough of Manhattan, The City of New York, facilities for the execution and delivery, registration, registration of transfers, combinations and split-ups and surrender of Receipts, all in accordance with the provisions of this Deposit Agreement.

The Depositary shall keep books, at its Corporate Trust Office, for the registration of Receipts and transfers of Receipts which at all reasonable times shall be open for inspection by the Holders, provided that such inspection shall not be for the purpose of communicating with Holders in the interest of a business or object other than the business of the Company or a matter related to this Deposit Agreement, the Deposited Securities, the Estatutos or the Receipts.

The Depositary may close the transfer books, (a) after consultation with the Company to the extent practicable (if other than in the ordinary course of business) at any time or from time to time, when deemed reasonably expedient by it in connection with the performance of its duties hereunder, or (b) at the request of the Company.

If any Receipts or the American Depositary Shares evidenced thereby are listed on one or more stock exchanges in the United States, the Depositary shall act as Registrar or appoint a Registrar or one or more co-registrars for registry of such Receipts in accordance with any requirements of such exchange or exchanges.

The Company shall have the right, upon reasonable request, to inspect the transfer and registration records of the Depositary relating to the Receipts, to take copies thereof and to require the Depositary and any co-registrars to supply, at the Company's expense, such copies of such portions of such records as the Company may request.

Prevention or Delay in Performance by the Depositary or the Company.

Neither the Depositary nor the Company nor any of their respective directors, employees, agents or affiliates shall incur any liability to any Holder or Beneficial Owner, if by reason of any provision of any present or future law or regulation of the United States, Chile or any other country, or of any governmental or regulatory authority or stock exchange (including any action by the Central Bank under the Foreign Exchange and Investment Contract), or by reason of any provision, present or future, of the Estatutos or the Deposited Securities, or by reason of any provision of any securities issued or distributed by the Company, or any offering or distribution thereof, or by reason of any act of God or war or other circumstances beyond its control, the Depositary or the Company shall be prevented, delayed or forbidden from, or be subject to any civil or criminal penalty on account of, doing or performing any act or thing which by the terms of this Deposit Agreement, the Foreign Exchange and Investment Contract, the *Estatutos* or Deposited Securities it is provided shall be done or performed; nor shall the Depositary or the Company or any of their respective directors, employees, agents or affiliates incur any liability to any Holder or Beneficial Owner by reason of any nonperformance or delay, caused as aforesaid, in the performance of any act or thing which by the terms of this Deposit Agreement it is provided shall or may be done or performed, or by reason of any exercise of, or failure to exercise, any discretion provided for in this Deposit Agreement. Where, by the terms of a distribution pursuant to Section 4.01, 4.02, or 4.03 of this Deposit Agreement, or an offering or distribution pursuant to Section 4.04 of this Deposit Agreement, or for any other reason, the Depositary is prevented or prohibited from making such distribution or offering available to Holders, and the Depositary is prevented or prohibited from disposing of such distribution or offering on behalf of such Holders and making the net proceeds available to such Holders, then the Depositary, after consultation with the Company, shall not make such distribution or offering, and shall allow any rights, if applicable, to lapse.

Obligations of the Depositary, the Custodian and the Company.

The Company assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to Holders or Beneficial Owners, except that it agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith.

The Depositary assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to any Holder or Beneficial Owner (including, without limitation, liability with respect to the validity or worth of the Deposited Securities), except that it agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith.

Neither the Depositary nor the Company shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the Receipts, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense and liability shall be furnished as often as may be required, and the Custodian shall not be under any obligation whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depositary.

Neither the Depositary nor the Company shall be liable for any action or nonaction by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder or any other person believed by it in good faith to be competent to give such advice or information.

The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

The Depositary shall not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any such vote is cast or the effect of any such vote, provided that any such action is without negligence or bad faith.

No disclaimer of liability under the Securities Act of 1933 is intended by any provision of this Deposit Agreement.

SECTION 5.4. Resignation and Removal of the Depositary.

The Depositary may at any time resign as Depositary hereunder by written notice of its election so to do delivered to the Company, such resignation to take effect upon the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided.

The Depositary may at any time be removed by 30 days notice by the Company by written notice of such removal to become effective upon the later of (i) the 30th day after delivery of the notice to the Depositary or (ii) the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided.

In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, The City of New York. Every successor depositary shall execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder and a new Chapter XXVI Agreement among the Central Bank, the Company and such successor depositary, and thereupon such successor depositary, without any further act or deed, shall become fully vested with all the rights, powers, duties and obligations of its predecessor; but such predecessor, nevertheless, upon payment of all sums due it and on the written request of the Company shall execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder, shall duly assign, transfer and deliver all right, title and interest in the Deposited Securities to such successor, and shall deliver to such successor a list of the Holders of all outstanding Receipts together with copies of such other records maintain by the Depositary in relation to the Receipts as the Company may reasonably request. Any such successor depositary shall promptly mail notice of its appointment to the Holders.

Any corporation into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

The Custodian.

The Custodian shall be subject at all times and in all respects to the directions of the Depositary and shall be responsible solely to it and the Depositary shall be responsible for the compliance by the Custodian with the applicable provisions of this Deposit Agreement. Any Custodian may resign from its duties hereunder by notice of such resignation delivered to the Depositary at least 30 days prior to the date on which such resignation is to become effective. If, upon the effectiveness of such resignation there would be no Custodian acting hereunder, the Depositary shall, promptly after receiving such notice, appoint a substitute custodian or custodians approved by the Company (such approval not to be unreasonably withheld or delayed), each of which shall thereafter be a Custodian hereunder. The Depositary may discharge any Custodian at any time upon notice to the Custodian being discharged with the approval of the Company (such approval not to be unreasonably withheld). Whenever the Depositary in its discretion determines that it is in the best interest of the Holders to do so, it may, after consultation with the Company to the extent practicable, appoint a substitute or additional custodian or custodians, each of which shall thereafter be one of the Custodians hereunder. The Depositary shall, to the extent practicable, notify the Company of the appointment of a substitute or additional Custodian at least 30 days prior to the date on which such appointment is to become effective. Upon demand of the Depositary any Custodian shall deliver such of the Deposited Securities held by it as are requested of it to any other Custodian or such substitute or additional custodian or custodians. Each such substitute or additional custodian shall deliver to the Depositary, forthwith

upon its appointment, an acceptance of such appointment satisfactory in form and substance to the Depositary. Promptly after any such change, the Depositary shall give notice thereof in writing to all Holders.

Upon the appointment of any successor depositary hereunder, each Custodian then acting hereunder shall forthwith become, without any further act or writing, the agent hereunder of such successor depositary and the appointment of such successor depositary shall in no way impair the authority of each Custodian hereunder; but the successor depositary so appointed shall, nevertheless, on the written request of any Custodian, execute and deliver to such Custodian all such instruments as may be proper to give to such Custodian full and complete power and authority as agent hereunder of such successor depositary.

Notices and Reports.

On or before the first date on which the Company gives notice, by publication or otherwise, of any meeting of holders of Shares or other Deposited Securities, or of any adjourned meeting of such holders, or of the taking of any action in respect of any cash or other distributions or the offering of any rights in respect of Deposited Securities, the Company agrees to transmit to the Depositary and the Custodian a copy of the notice thereof in the form given or to be given to holders of Shares or other Deposited Securities.

The Company will arrange for the translation into English, if not already in English, to the extent required pursuant to any regulations of the Commission applicable to the Company, and the prompt transmittal by the Company to the Depositary and the Custodian of such notices and any other reports and communications which are made generally available by the Company to holders of its Shares. The Depositary will promptly make such notices, reports and other communications available to all Holders on a basis similar to that for holders of Shares or other Deposited Securities, or on such other basis as the Company may advise the Depositary is required by any applicable law, regulation or stock exchange or automated inter-dealer quotation system requirement or, at the written request and expense of the Company, promptly arrange for the mailing of copies thereof (or if requested by the Company, a summary of any such notice provided by the Company) to all Holders. The Company will timely provide the Depositary with the quantity of such notices, reports, and communications, as requested by the Depositary from time to time, in order for the Depositary to effect any such mailings.

Distribution of Additional Shares, Rights, etc.

The Company agrees that in the event of any issuance or distribution of (1) additional Shares, (2) rights to subscribe for Shares, (3) securities convertible into or exchangeable for Shares, or (4) rights to subscribe for such securities, the Company will take all steps reasonably necessary to ensure that no violation by the Company or the Depositary of the Securities Act of 1933 will result from such issuance or distribution.

The Company agrees with the Depositary that neither the Company nor any company controlled by the Company will at any time deposit any Shares, either originally issued or previously issued and reacquired by the Company or any such affiliate, unless a Registration Statement is in effect as to such Shares under the Securities Act of 1933 or the Company furnishes to the Depositary a written opinion from U.S. counsel for the Company, which counsel shall be reasonably satisfactory to the Depositary, stating that such depositor may publicly offer and sell such Shares in the United States without registration under that Act.

Indemnification.

The Company agrees to indemnify the Depositary, its directors, employees, agents and affiliates and any Custodian against, and hold each of them harmless from, any liability or expense (including, but not limited to, the reasonable fees and expenses of counsel) which may arise out of acts performed or omitted, pursuant to the provisions of this Deposit Agreement and of the Receipts, as the same may be amended, modified or supplemented from time to time, (i) by either the Depositary or a Custodian or their respective directors, employees, agents and affiliates, except for any liability or expense arising out of the negligence or bad faith of any such person and except to the extent that such liability or expense arises out of information relating to the Depositary or the Custodian, as applicable, furnished in writing to the Company by the Depositary or the Custodian, and not materially altered or changed by the Company, as applicable, expressly for use in any registration statement, proxy statement, prospectus (or placement memorandum) or preliminary prospectus (or preliminary placement memorandum) relating to the offer or sale of American Depositary Shares, or omissions from such information, or (ii) by the Company or any of its directors, employees, agents and affiliates.

The indemnities contained in the preceding paragraph shall not extend to any liability or expense which arises solely and exclusively out of a Pre-Release (as defined in Section 2.09) of a Receipt or Receipts and which would not otherwise have arisen had such Receipt or Receipts not been the subject of a Pre-Release; provided, however, that the indemnities provided in the preceding paragraph shall apply to any such liability or expense (i) to the extent that such liability or expense would have arisen had a Receipt or Receipts not been the subject of a Pre-Release, or (ii) which may arise out of any misstatement or alleged misstatement or omission or alleged omission in any registration statement, proxy statement, prospectus (or placement memorandum), or preliminary prospectus (a preliminary placement memorandum) relating to the offer or sale of American Depositary Shares, except to the extent any such liability arises out of (a) information relating to the Depositary or any Custodian, as applicable, furnished in writing to the Company by the Depositary or any Custodian, and not materially altered or changed by the Company, as applicable, expressly for use in any of the foregoing documents, or (b) if such information is provided, the failure to state a material fact necessary to make the information provided not misleading.

The Depositary agrees to indemnify the Company, its directors, employees, agents and affiliates and hold them harmless from any liability or expense (including, but not limited to, the reasonable fees and expenses of counsel) which may arise out

of acts performed or omitted by the Depositary or its Custodian or their respective directors, employees, agents and affiliates due to their negligence or bad faith.

Any Person seeking indemnification hereunder (an "Indemnified Person") shall notify the person from whom it is seeking indemnification (the "Indemnifying Person") of the commencement of any indemnifiable action or claim promptly after such Indemnified Person becomes aware of such commencement and shall consult in good faith with the Indemnifying Person as to the conduct of the defense of such action or claim, which defense shall be reasonable under the circumstances. No Indemnified Person shall compromise or settle any such action or claim without the consent in writing of the Indemnifying Person, which consent shall not be unreasonably withheld.

Charges of Depositary.

The Company agrees to pay the fees and reasonable out-of-pocket expenses of the Depositary and those of any Registrar only in accordance with agreements in writing entered into between the Depositary and the Company from time to time. The Depositary shall present detailed statements for such expenses to the Company at least once every three months. The charges and expenses of the Custodian are for the sole account of the Depositary.

The following charges to the extent permitted by applicable law shall be incurred by any party depositing or withdrawing Shares or by any party surrendering Receipts or to whom Receipts are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the Receipts or Deposited Securities or a distribution of Receipts pursuant to Section 4.03) or any Holder, whichever applicable (and not by the Company): (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to the name of the Depositary or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable, telex and facsimile transmission expenses as are expressly provided in this Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency pursuant to Section 4.05, (5) a fee of $5.00 or less per 100 American Depositary Shares (or portion thereof) for the execution and delivery of Receipts pursuant to Section 2.03, 4.03 or 4.04 and the surrender of Receipts pursuant to Section 2.05 or 6.02, (6) a fee of $.02 or less per American Depositary Share (or portion thereof) for any cash distribution made pursuant to this Deposit Agreement, including, but not limited to Sections 4.01 through 4.04 hereof (to the extent permitted by the rules of any securities exchange, including the New York Stock Exchange, on which the American Depositary Shares are then listed for trading), (7) a fee for the distribution of securities pursuant to Section 4.02, such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities (for purposes of this clause 7 treating all such securities as if they were Shares) but which securities are instead distributed by the Depositary to Holders, (8) a fee not in excess of $1.50 per certificate for a Receipt or Receipts for transfers made pursuant to the terms of this Deposit Agreement and (9) any other charges payable by the Depositary, any of the Depositary's agents, including the Custodian, or the agents of the Depositary's agents in connection with the servicing of Shares or other Deposited Securities (which charge shall be assessed against Holders as of the date or dates set by the Depositary in accordance with the Deposit Agreement and shall be collected at the sole discretion of the Depositary by billing such Holders for such charge or by deducting such charge from one or more cash dividends or other cash distributions).

Retention of Depositary Documents.

The Depositary is authorized to destroy those documents, records, bills and other data compiled during the term of this Deposit Agreement at the times permitted by the laws or regulations governing the Depositary unless the Company requests that such papers be retained for a longer period.

Exclusivity.

Without prejudice to the Company's rights under Section 5.04 of this Deposit Agreement, the Company agrees not to appoint any other depositary for issuance of American Depositary Receipts evidencing American Depositary Shares so long as The Bank of New York is acting as Depositary hereunder.

AMENDMENT AND TERMINATION

Amendment.

The form of the Receipts and any provisions of this Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Holders or Beneficial Owners of Receipts in any respect which they may deem necessary or desirable. Any amendment which shall impose or increase any fees or charges (other than taxes and other governmental charges, registration fees, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or which shall otherwise prejudice any substantial existing right of Holders, shall, however, not become effective as to outstanding Receipts until the expiration of thirty (30) days after notice of such amendment shall have been given to the Holders of outstanding Receipts. Every Holder and Beneficial Owner, at the time any amendment so becomes effective shall be deemed, by

continuing to hold such Receipt or interest therein, to consent and agree to such amendment and to be bound by this Deposit Agreement as amended thereby. In no event shall any amendment impair the right of the Holder of any Receipt to surrender such Receipt and receive therefor the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

Termination.

The Depositary shall, at any time, at the direction of the Company, terminate this Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least 30 days prior to the date fixed in such notice for such termination. The Depositary may likewise terminate this Deposit Agreement by mailing notice of such termination to the Company and the Holders of all Receipts then outstanding, such termination to be effective on a date specified in such notice not less than 90 days after the date thereof if at any time 90 days shall have expired after the Depositary shall have delivered to the Company a written notice of its election to resign and a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.04. On and after the date of termination, the Holder of a Receipt will, upon (a) surrender of such Receipt at the Corporate Trust Office of the Depositary, (b) payment of the fee of the Depositary for the surrender of Receipts referred to in Section 2.05, and (c) payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by the American Depositary Shares evidenced by such Receipt. If any Receipts shall remain outstanding after the date of termination, the Depositary thereafter shall discontinue the registration of transfers of Receipts, shall suspend the distribution of dividends to the Holders thereof, and shall not give any further notices or perform any further acts under this Deposit Agreement, except that the Depositary shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights and other property as provided in this Deposit Agreement, and shall continue to deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depositary (after deducting, in each case, the fee of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder of such Receipt in accordance with the terms and conditions of this Deposit Agreement, and any applicable taxes or governmental charges). At any time after the expiration of one year from the date of termination, the Depositary may sell the Deposited Securities then held hereunder and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, unsegregated and without liability for interest, for the pro rata benefit of the Holders of Receipts which have not theretofore been surrendered, such Holders thereupon becoming general creditors of the Depositary with respect to such net proceeds and such other cash. After making such sale, the Depositary shall be discharged from all obligations under this Deposit Agreement, except to account for such net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder of such Receipt in accordance with the terms and conditions of this Deposit Agreement, and any applicable taxes or governmental charges) and except as provided in Section 5.08. Upon the termination of this Deposit Agreement, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary under Sections 5.08 and 5.09 hereof.

MISCELLANEOUS

Counterparts.

This Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument. Copies of this Deposit Agreement shall be filed with the Depositary and the Custodian and shall be open to inspection by any Holder or Beneficial Owner during business hours.

No Third Party Beneficiaries.

This Deposit Agreement is for the exclusive benefit of the parties hereto and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.

Severability.

In case any one or more of the provisions contained in this Deposit Agreement or in the Receipts should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby.

Holders and Beneficial Owners as Parties; Binding Effect.

The Holders and Beneficial Owners shall be parties to this Deposit Agreement and shall be bound by all of the terms and conditions hereof and of the Receipts by acceptance thereof or any interest therein.

Notices.

Any and all notices to be given to the Company shall be deemed to have been duly given if personally delivered or sent by mail or cable, telex or facsimile transmission confirmed by letter, addressed to Embotelladora Andina S.A., Av. Andres Bello 2687, 20th Floor, Santiago, Chile, or any other place to which the Company may have transferred its principal office after notice to the Depositary.

Any and all notices to be given to the Depositary shall be deemed to have been duly given if in English and personally delivered or sent by mail or cable, telex or facsimile transmission confirmed by letter, addressed to The Bank of New York, 101 Barclay Street, New York, New York 10286, Attention: American Depositary Receipt Administration, or any other place to which the Depositary may have transferred its Corporate Trust Office after notice to the Company.

Any and all notices to be given to any Holder shall be deemed to have been duly given if personally delivered or sent by mail or cable, telex or facsimile transmission confirmed by letter, addressed to such Holder at the address of such Holder as it appears on the transfer books for Receipts of the Depositary, or, if such Holder shall have filed with the Depositary a written request that notices intended for such Holder be mailed to some other address, at the address designated in such request.

Delivery of a notice sent by mail or cable, telex or facsimile transmission shall be deemed to be effective at the time when a duly addressed letter containing the same (or a confirmation thereof in the case of a cable, telex or facsimile transmission) is deposited, postage prepaid, in a post-office letter box; provided, however, that delivery of a notice to the Company or the Depositary shall be deemed to be effective when actually received by the Company or the Depositary, as the case may be. The Depositary or the Company may, however, act upon any cable, telex or facsimile transmission received by it, notwithstanding that such cable, telex or facsimile transmission shall not subsequently be confirmed by letter as aforesaid.

Submission to Jurisdiction; Appointment of Agent for Service of Process.

The Company hereby (i) irrevocably designates and appoints CT Corporation Systems, 1633 Broadway, New York, New York, 10038, as the Company's authorized agent upon which process may be served in any suit or proceeding arising out of or relating to the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Agreement which may be instituted in any United States federal or New York State court sitting in the Borough of Manhattan, the City of New York, (ii) consents and submits to the non-exclusive jurisdiction of any such court in the Borough of Manhattan, City of New York with respect to any such suit or proceeding, and (iii) agrees that service of process upon said authorized agent shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company agrees to deliver, upon the execution and delivery of this Deposit Agreement, a written acceptance by such agent of its appointment as such agent. The Company further agrees to take any and all action, including the filing of any and all such documents and instruments, as may be necessary to continue such designation and appointment in full force and effect for so long as any American Depositary Shares or Receipts remain outstanding or this Agreement remains in force. If said authorized agent shall cease to act as the Company's agent for service of process, the Company shall appoint without delay another such agent and promptly notify the Depositary of such appointment. In the event the Company fails to continue such designation and appointment in full force and effect, the Company hereby waives personal service of process upon it and consents that any such service of process may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices hereunder, and service so made shall be deemed completed ten (10) days after the same shall have been so mailed.

Waiver of Immunities.

To the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity and consents to such relief and enforcement.

Governing Law.

This Deposit Agreement and the Receipts shall be interpreted and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by the laws of the State of New York.

Headings.

Headings contained herein are included for convenience only and are not to be used in construing or interpreting any provision hereof.

IN WITNESS WHEREOF, EMBOTELLADORA ANDINA S.A. and THE BANK OF NEW YORK have duly executed this Deposit Agreement as of the day and year first set forth above and all Holders and Beneficial Owners shall become parties hereto upon acceptance by them of Receipts issued in accordance with the terms hereof.

EMBOTELLADORA ANDINA S.A.

By:_____
Name:
Title:

By:_____
Name:
Title:

THE BANK OF NEW YORK,
as Depositary

By:_____
Name:
Title:

Table of Content

Exhibit 1.4

SHAREHOLDER'S AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (this "Agreement") is made and entered into as of this 5th day of September, 1996, by and among EMBOTELLADORA ANDINA S.A., a corporation organized under the laws of Chile ("Andina"), THE COCA-COLA COMPANY a corporation organized under the laws of Delaware, U.S.A. ("KO"), COCA- COLA INTERAMERICAN CORPORATION, a corporation organized under the laws of Delaware, U.S.A. ("Interamerican"), COCA-COLA DE ARGENTINA S.A., a corporation organized under the laws of Argentina ("TCCC Argentina"), BOTTLING INVESTMENT LIMITED, a corporation organized under the laws of the Cayman Islands (" SPC"), INVERSIONES FREIRE L TDA. , a limited liability company organized under the laws of Chile ("Freire One"), and INVERSIONES FREIRE DOS LTDA., a limited liability company organized under the laws of Chile ("Freire Two," and together with Freire One, the "Majority Shareholders") (KO, Interamerican and TCCC Argentina (and upon the Closing Date, SPC) are hereinafter referred to as the "KO Shareholders"; and the KO Shareholders and the Majority Shareholders are hereinafter collectively referred to as the "Shareholders" and each individually as a "Shareholder").

WITNESSETH:

WHEREAS, pursuant to a Stock Purchase Agreement dated of even date herewith (the "Andina Purchase Agreement"), SPC will acquire from Andina, upon the terms and conditions set forth in the Andina Purchase Agreement, 24,000,000 newly issued shares of Common Stock of Andina which, after giving effect to the Amendments (as defined in the Andina Purchase Agreement), shall be reclassified as 24,000,000 shares of Class A Stock and 24,000,000 shares of Class B Stock (each as hereinafter defined) representing more than 6% of the outstanding shares of capital stock of Andina (such shares, together with any shares of capital stock or securities or other options or rights convertible into or exchangeable for any shares of such capital stock or American Depository Shares or other instruments representing such shares of such capital stock, are hereinafter referred to as the "Acquired Shares");

WHEREAS, pursuant to a Stock Purchase Agreement dated of even date herewith (the "SPC Purchase Agreement"), Interamerican and TCCC Argentina will acquire from Citicorp Banking Corporation all of the outstanding shares of capital stock of SPC;

WHEREAS, the Majority Shareholders currently own 200,001,969 shares of Common Stock of Andina which, after giving effect to the Amendments, shall be reclassified as 200,001,969 shares of Class A Stock and 200,001,969 shares of Class B Stock representing in the aggregate approximately 50.61% of the outstanding shares of capital stock of Andina (such shares, together with any shares of capital stock or securities or other options or rights convertible into or exchangeable for any shares of such capital stock, or American Depository Shares or other instruments representing such shares of such capital stock, are hereinafter referred to as the "Majority Shareholder Shares");

WHEREAS, the equity investment by KO in Andina through Interamerican and TCCC Argentina is intended to establish a new and expanded relationship that the Majority Shareholders and KO believe has the potential to enhance the growth and profitability of Andina as well as the potential to afford KO and the Majority Shareholders the opportunity to participate in the future growth in the region through Andina; and

WHEREAS, the parties hereto have determined it to be advisable and in their best interests to (i) provide for certain restrictions on the transfer of the Shares (as defined in Article 2) and (ii) provide for certain other matters.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1
EFFECTIVE DATE; TERMINATION

1.1 Effective Date. This Agreement shall become effective on the Closing Date.

1.2 Termination.

(a) The rights and obligations of the parties to this Agreement shall terminate if either of the Purchase Agreements is terminated prior to the Closing Date or if any of the KO Shareholders voluntarily Transfers Shares in a sale to a Person other than KO or a subsidiary of KO, and, as a result of such sale, during the 30 days following such sale KO and its subsidiaries own less than (i) if the reclassification contemplated by the Amendments has not occurred or if following such reclassification an event occurs with the result that only Common Stock of Andina is outstanding, 15.66 million shares of Common Stock of Andina, or (ii) it such reclassification has occurred and Class A Stock continues to be outstanding, 15.66 million shares of Class A Stock.

(b) The rights and obligations of the parties under Sections 3.1, 3.2, 3.3 and 3.4 of this Agreement and under Article 4 of this Agreement shall terminate if both (i) the Majority Shareholders notify the KO Shareholders in writing that the ownership level of Andina stock held by KO and its subsidiaries has fallen below (x) 4% of the outstanding Common Stock if the reclassification contemplated by the Amendments has not occurred or if following such reclassification an event occurs with the result that only Common Stock of Andina is outstanding, or (y) 4% of the Class A Stock if such reclassification has occurred and Class A Stock continues to be outstanding, and (ii) within one year following the receipt of such written notice KO and its subsidiaries fail to restore their ownership of Andina stock to at least such applicable 4% level. –

ARTICLE 2

CERTAIN DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the following meanings: "Bona Fide Offer" shall mean a written offer which the offeree wishes to accept setting forth the bona fide intention of the Person delivering such writing to purchase for cash all or part of the Shares by the offeree and stating in reasonable detail the cash consideration to be paid therefore and the other material terms and conditions of such offer. Any Bona Fide Offer shall be accompanied by a statement of the source of funds to be utilized in the transaction by the Person making the offer, including (where applicable) a commitment letter from an appropriate financial institution in form reasonably acceptable to the parties. "Brokers Transactions" shall mean brokers' transactions on any exchange or in any over the-counter market, including brokers' transactions within the meaning of Rule 144 under the Securities Act.

"Business Day" shall mean any day other than a day on which commercial banks in the cities of Atlanta or New York in the United States of America or in the city of Santiago, Chile, are required or authorized by law to be closed.

"Class A Stock" shall mean the Class A Stock of Andina (reflecting the reclassification of the existing Common Stock of Andina after giving effect to the Amendments), each share of which is convertible, at the option of the holder, into one share of Class B Stock.

"Class B Stock" shall mean the Class B Stock of Andina (reflecting the reclassification of the existing Common Stock of Andina after giving effect to the Amendments).

"Closing Date" shall mean the Closing Date of the transactions contemplated by the Purchase Agreements.

"KO Parties" shall mean KO, Interamerican, TCCC Argentina and any and all KO Permitted Transferees and upon the Closing Date shall include SPC.

"Market Value" (as calculated on a per share basis) shall mean the quotient of the average closing price of the Common Stock or Class B Stock of Andina, as reported on the Santiago Stock Exchange ("Bolsa de Comerciode Santiago") for the twelve month period ended on the trading date immediately prior to the date the notice by the KO Shareholders exercising the put right provided in Section 5.1 is delivered.

"Majority Shareholder Partners" shall mean the current beneficial owners of the Majority Shareholders as of the date of this Agreement, which are the persons listed on Exhibit 2.1 to this Agreement.

'Majority Shareholder Partner Group" shall mean:

(a) any of the Majority Shareholder Partners;

(b) any of the spouses of the Majority Shareholder Partners;

(c) any of the lineal descendants (whether natural or adopted) of any of the l\1ajority Shareholder Partners;

(d) any individual who, in circumstances where the transferor at the time of his death did not have a spouse or any lineal descendants, receives shares of the Majority Shareholders by intestacy from (i) a Majority Shareholder Partner, (ii) a lineal descendant (whether natural or adopted) of any of the Majority Shareholder Partners, or (iii) a person who has previously received shares of the Majority Shareholders by intestacy as described in this paragraph (d);

(e) any Wholly Owned Subsidiary of any of the foregoing; and

(f) any trust formed for the benefit of any of the Persons listed in clauses (a), (b), (c) or (d) if one or more Persons listed in clauses (a), (b), (c) or (d) retains full voting and investment power over the assets of such trust.

"Person" shall mean a natural person, partnership, corporation, trust or other legal entity.

"Public Offering" shall mean a widely distributed underwritten public offering of securities pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements thereof.

. "Purchase Agreements" shall mean the Andina Purchase Agreement and the SPC Purchase Agreement. "Put Event" shall mean (i) the sale of all or substantially all of the assets of Andina or (ii) any merger, consolidation, share exchange, business combination or similar transaction involving Andina as a result of which Andina is not the surviving entity or any reorganization involving any third party in which Andina is not the surviving entity.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Shares" means any shares of capital stock of Andina, any securities or other options or rights convertible into or exchangeable for any shares of capital stock of Andina, or any American Depository Shares or other instruments representing shares of capital stock of Andina, whether or not issued or outstanding on the date hereof; provided that the term "Shares" shall not include any shares of Class B Stock or any American Depository Shares or other instruments representing shares of Class B Stock so long as shares of Class B Stock do not have voting power which is in any material respect greater than the voting power provided to the Class B Stock in the Amendments. "Transfer" shall mean any direct or indirect sale, assignment, transfer, pledge, usufructs, hypothecation or deposit into a voting trust of the securities in question.

"Wholly Owned Subsidiary" of a Person shall mean a corporation, entity or other Person all of the securities of which (other than directors' qualifying shares or similar shares) are owned, directly or indirectly, by such Person.

ARTICLE 3

MANAGEMENT

3.1 Board of Directors. The Shareholders agree that the Board of Directors of Andina shall at all times consist of not more than twelve incumbent members and twelve alternate members. The KO Shareholders shall be entitled to nominate one incumbent member and one alternate member to the Board of Directors of Andina. 3.2 Election of Directors. At every annual meeting and at any special meeting of Shareholders hereafter called for the purpose of electing a director or directors of Andina, the KO Shareholders shall vote all of their Shares in favor of the election of the nominee for director designated by the KO Shareholders as provided in this Article 3

(and his or her alternate), and the Majority Shareholders shall vote such number of Shares owned, directly or indirectly, by them as may be necessary (after taking into account the Shares voted by the KO Shareholders) to cause the election of such KO nominee (and his or her alternate).

3.3 Vacancies. In the event of any vacancy on the Board of Directors occasioned by the death, incapacity, resignation or removal of a director nominated by the KO Shareholders, each Shareholder will vote or cause to be voted all Shares which the Shareholder owns to fill such vacancy with the nominee designated by the KO Shareholders. The Shareholders will take all such action as may be necessary to promptly fill such vacancy, including the calling of a shareholders' meeting.

3.4 Removal of Directors. If the KO Shareholders, in their sole discretion, determine to remove a director which the KO Shareholders had previously so nominated and so notify the other Shareholder in writing, each Shareholder agrees promptly to vote or cause to be voted all Shares which the Shareholder owns in favor of the removal of such director.

3.5 Management of Andina; Board of Directors Action. (a) The day-to-day administration of Andina's business and affairs shall be conducted by Andina's current management structure under the direction, control and supervision of the Board of Directors of Andina in accordance with the Estatutos Sociales of Andina. Except to the extent otherwise required under the Chilean Companies Act or other applicable Chilean law, no action of the Board of Directors shall require a supermajority vote of the members of the Board of Directors. (b) The Shareholders acknowledge that the Estatutos Sociales of Andina provide for certain notice, quorum and voting requirements for action of the Board of Directors of Andina and agree not to take any action inconsistent with such provisions.

3.6 Shareholder Meetings. The Shareholders acknowledge that the Estatutos Sociales provide for certain notice, quorum and voting requirements at ordinary and extraordinary shareholders' meetings and agree not to take any action inconsistent with such provisions.

3. 7 Code of Business Conduct. The Majority Shareholders agree (i) that Andina and its subsidiaries shall have in effect at all times a Code of Business Conduct in substantially the form of Exhibit 3.7 and (ii) to cause Andina to take appropriate action to assure that the Code of Business Conduct is adequately communicated to management and all employees of Andina and its subsidiaries.

3.8 Environmental Matters. The Majority Shareholders agree that: (a) the operations of Andina and its subsidiaries will be conducted: (i) in compliance in all material respects with the requirements of all applicable environmental laws, regulations, statutes, ordinances and permit conditions ("Environmental Laws"); (ii) in accordance in all material respects with all "Good Environmental Practices" as published by the Environmental Assurance Department of KO; and (iii) in a reasonable manner such that the risk of material liability to governmental entities and/or third parties arising from environmental matters is minimized. (b) In fulfilling the intent of this Section 3 .8, the responsibility for environmental compliance will be assigned to an individual in the management of Andina, whose duties shall include conducting regular environmental audits of all production facilities. In addition, Andina's General Manager shall notify the Board of Directors of Andina of any material exceptions to environmental compliance and ensure that all required corrective actions are initiated and completed as soon as possible.

ARTICLE 4
RESTRICTIONS ON TRANSFER

4. 1 Transfer Restrictions Generally

(a) The rights of the KO Shareholders and the Majority Shareholders to Transfer any Shares are restricted as provided in this Article 4, and no Transfer of Shares by any of the KO Shareholders or the Majority Shareholders may be affected except in compliance with this Article 4. Any attempted or actual Transfer in violation of this Agreement shall, to the full extent permitted under applicable Chilean laws or regulations, be of no effect and null and void. (b) Without complying with the provisions of this Article 4, the KO Shareholders may make Transfers of Shares to KO or to any Wholly Owned Subsidiary of KO (a "KO Permitted Transferee"); provided, however, that (i) any Shares Transferred to any KO Permitted Transferee hereunder shall remain subject to the provisions of this Agreement, and (ii) such KO Permitted Transferee shall agree in writing to be bound by the provisions of this Agreement. Prior to such time as any KO Permitted Transferee holding any Shares shall cease to be a Wholly Owned Subsidiary of KO, such KO Permitted Transferee shall Transfer all Shares then owned by it to the KO Shareholders or to another KO Permitted Transferee. The restrictions set forth in this Article 4 shall terminate upon the occurrence of a Put Event or (x) a change in the direct or indirect ownership of the outstanding voting power or equity interests of any of the Majority Shareholders as a result of which the Majority Shareholder Partner Group owns collectively less than 75% of the outstanding voting power or less than 75% of the outstanding equity interests of any of the Majority Shareholders, or (y) a change in the ownership of the outstanding voting power or equity interests of Andina as a result of which the Majority Shareholders and the Majority Shareholder Permitted Transferees (as defined Section 4.l(c)) own collectively less than 50.1% of the outstanding voting power or less than 25% of the outstanding equity interests of Andina. (c) Without complying with the provisions of this Article 4, the Majority Shareholders may make Transfers of Shares to any Wholly Owned Subsidiary of a Majority Shareholder (a "Majority Shareholder Permitted Transferee"); provided, however, that (i) any Shares Transferred to a Majority Shareholder Permitted Transferee hereunder shall remain subject to the provisions of this Agreement and (ii) such Majority Shareholder Permitted Transferee shall agree in writing to be bound by the provisions of this Agreement. Prior to such time as any Majority Shareholder Permitted Transferee holding any Shares shall cease to be a Wholly Owned Subsidiary of a Majority Shareholder, such Majority Shareholder Permitted Transferee shall Transfer all Shares then owned by it to the Majority Shareholders or to another Majority Shareholder Permitted Transferee.

4.2 Restrictions on Transfer by KO Shareholders. Prior to the third anniversary of the date hereof, the KO Shareholders will not, directly or indirectly, Transfer any Shares other than (a) in accordance with the provisions of Sections 4.l(b) or 5.1 of this Agreement, (b) in connection with any merger, consolidation, recapitalization, reclassification or other similar transaction involving Andina or (c)

in connection with a tender offer or an exchange offer of shares of capital stock of Andina made by Andina or approved and recommended by the Board of Directors of Andina.

4.3 Right of First Refusal.

(a) Except as set forth in Section 4. l(b), 4.l(c) or 4.J(e) of this Agreement, if any Shareholder (the "Transferring Shareholder") receives a Bona Fide Offer from a third party to sell all or any portion of the Shares held by the Transferring Shareholder (the "Offered Shares") in a transaction not subject to Section 4.4 hereof, then the Transferring Shareholder shall give notice (the "Notice") of such Bona Fide Offer to purchase the Offered Shares to the other Shareholders (the "Non-Transferring Shareholders"). Such Notice shall contain a copy of the third party's offer and set forth in reasonable detail the terms of the proposed purchase, including: (i) the number of Shares proposed to be Transferred, (ii) the name and address of the proposed purchaser, (iii) the proposed amount and type of consideration, and terms and conditions of payment for such Shares and (iv) that the proposed purchaser has been informed of the rights provided to the Shareholders in this Section 4.3. No Transfer may be made hereunder for a consideration other than cash.

(b) Upon receipt of the Notice, the Non-Transferring Shareholders shall have the right, for a period of 60 days following the date such Notice is received (or if the KO Shareholders are the Non- Transferring Shareholders, until 15 days after the first meeting of the KO Board of Directors which is held at least 30 days after the date on which the KO Shareholders receive the Notice) (as the case may be, the "Refusal Election Period"), to notify the Transferring Shareholder in writing of the election to purchase all (but not less than all) of the Offered Shares on the terms and conditions set forth in the Notice, with a copy of such election notice to Andina.

(c) If the Non-Transferring Shareholders timely notify the Transferring Shareholder in writing of the election to exercise the right to purchase all (but not less than all) of the Offered Shares, the purchase, sale and Transfer of the Offered Shares shall take place on a date fixed by the Non-Transferring Shareholders which must be a date within 60 days after the receipt of the Notice. The closing of such purchase shall be effected in accordance with Section 4.5.

(d) If the Non-Transferring Shareholders fail to timely notify the Transferring Shareholder in writing of the election to exercise the right to purchase all (but not less than all) of the Offered Shares within the Refusal Election Period or, following notification, the Non Transferring Shareholders shall fail to consummate the purchase of the Offered Shares within the time period set forth in paragraph (c) above (other than a failure to consummate a sale of the Offered Shares which results from the inability or failure of the Transferring Shareholder to transfer good and marketable title to such Offered Shares, a breach by the Transferring Shareholder of this Agreement or otherwise due to circumstances not reasonably within the control of the Non-Transferring Shareholders), then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the Refusal Election Period (or after the earlier waiver by the Non-Transferring Shareholders of the right to purchase), to transfer the Offered Shares to the third party who made the Bona Fide Offer on terms not less favorable to the Transferring Shareholder than the price per share and the other terms and conditions stated in the Bona Fide Offer. If the Transferring Shareholder fails to consummate the transfer of the Offered Shares prior to the expiration of such 90-day period (or earlier period as set forth immediately above), then prior to any subsequent Transfer of any Shares owned by the Transferring Shareholder, the Transferring Shareholder must comply with the terms of this Agreement and the restrictions on transfer shall again be applicable with respect thereto.

(e) The provisions of this Section 4.3 shall not apply with respect to (i) Transfers of Shares by any KO Shareholder in accordance with the provisions of Sections 4.1 (b) or 5.1 of this Agreement, or (ii) Transfers of Shares by the Majority Shareholders in accordance with the provisions of Section 4.1 (c) of this Agreement.

(f) For purposes of this Section 4.3, (i) if the Transferring Shareholder is a Majority Shareholder Party, the term Non-Transferring Shareholder shall be deemed to include only the KO Shareholders and (ii) if the Transferring Shareholder is a KO Shareholder, the term Non-Transferring Shareholder shall be deemed to include only the Majority Shareholder Parties.

4.4 Right of First Offer.

(a) Except as set forth in Section 4.l(b), 4.l(c) or 4.4(f), if a Shareholder proposes to Transfer all or any portion of its Shares (the "Publicly Offered Shares") in a Public Offering or in Brokers Transactions, then such Transferring Shareholder shall give notice (the "Public Sale Notice") of such intention to Transfer the Publicly Offered Shares to the Non-Transferring Shareholders. Such Public Sale Notice shall set forth: (i) the number of Publicly Offered Shares proposed to be Transferred, (ii) the price per Share determined in good faith by the Transferring Shareholder on the date of the Public Sale Notice (the "First Offer Price"), (iii) the planned date of such Transfer, and (iv) any other material proposed terms of the Transfer.

(b) Upon receipt of the Public Sale Notice, the Non-Transferring Shareholders shall have the right, for a period of 60 days following the date such Public Sale Notice is received (or if the KO Shareholders are the Non-Transferring Shareholders, until 1 5 days after the first meeting of the KO Board of Directors which is held at least 30 days after the date on which the KO Shareholders receive the Public Sale Notice), to notify the Transferring Shareholder of the election to purchase the Publicly Offered Shares at the First Offer Price (the "First Notice Period"). The Public Sale Notice shall constitute an offer to the Non-Transferring Shareholders, which shall be irrevocable during the First Notice Period, to sell to the Non-Transferring Shareholders the Publicly Offered Shares upon the terms provided in this Section 4.4 and the Public Sale Notice.

(c) If the Non-Transferring Shareholders timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares, the purchase, sale and transfer of the Publicly Offered Shares shall take place on a date fixed by the Non-Transferring Shareholders which must be a date within 60 days after the delivery of the election to purchase such Publicly Offered Shares. The closing of such purchase shall be effected in accordance with Section 4.5.

(d) If the Non-Transferring Shareholders fail to timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares within the First Notice Period, or if, following notification, the Non-Transferring Shareholders

shall fail to consummate the purchase of the Publicly Offered Shares within the time period set forth in paragraph (c) above (other than a failure to consummate a sale of the Publicly Offered Shares which results from the inability or failure of the Transferring Shareholder to transfer good and marketable title to such Publicly Offered Shares, a breach by the Transferring Shareholder of this Agreement or otherwise due to circumstances not reasonably within the control of the Non-Transferring Shareholders), then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the First Notice Period (or after the earlier waiver by the Non-Transferring Shareholders of the right to purchase), to Transfer the Publicly Offered Shares at a price not less than 90 percent of the First Offer Price (x) in a Public Offering, subject to Section 4.4(e) or (y) in Brokers Transactions. If the Transferring Shareholder fails to consummate the transfer of the Publicly Offered Shares prior to the expiration of such 90-day period (or earlier period as set forth immediately above), then prior to any subsequent Transfer of any portion of the Transferring Shareholder's Shares, the Transferring Shareholder must comply with the terms of this Agreement and the restrictions on transfer shall again be applicable with respect thereto.

(e) If the Transferring Shareholder proposes to Transfer Shares in a Public Offering, as near as reasonably practicable to the date of Transfer the Transferring Shareholder shall give notice to the Non-Transferring Shareholders (the "Second Offer") to sell to the Non-Transferring Shareholders the Publicly Offered Shares at the price per share indicated in good faith and in writing by the lead underwriter or purchaser of such Shares as the estimated offering price therefore (the "Second Offer Price"), provided, however, that no Second Offer need be made if the Second Offer Price would be more than 90 percent of the First Offer Price. Upon receipt of the Second Offer, the Non-Transferring Shareholders shall have the right, for a period of 24 hours (the "Second Notice Period"), to notify the Transferring Shareholder of the election to accept the Second Offer. If the Non-Transferring Shareholders timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares, the purchase, sale and transfer of the Publicly Offered Shares shall take place on a date fixed by the Non-Transferring Shareholders which must be a date within 60 days after the receipt of the Second Offer. The closing of such purchase shall be effected in accordance with Section 4.5 . If the Non-Transferring Shareholders fail to timely notify the Transferring Shareholder of the election to exercise the right to purchase the Publicly Offered Shares within the Second Notice Period, or if, following notification, the Non-Transferring Shareholders shall fail to consummate the purchase of the Publicly Offered Shares within the time period set forth in this paragraph (e) (other than a failure to consummate a sale of the Publicly Offered Shares which results from the inability or failure of; he Transferring Shareholder to transfer good and marketable title to such Publicly Offered Shares, a breach by the Transferring Shareholder of this Agreement or otherwise due to circumstances not reasonably within the control of the Non-Transferring Shareholders), then the Transferring Shareholder shall have the right for a period of 90 days after the termination of the Second Notice Period (or after the earlier waiver by the Non-Transferring Shareholders of the right to purchase), to Transfer the Publicly Offered Shares in a Public Offering. If the Transferring Shareholder fails to consummate the transfer of the Publicly Offered Shares prior to the expiration of such 90-day period (or earlier period as set forth immediately above), then prior to any subsequent Transfer of any Shares, the Transferring Shareholder must comply with the terms of this Agreement and the restrictions on transfer shall again be applicable with respect thereto.

(f) The provisions of this Section 4.4 shall not apply with respect to (i) Transfers of Shares by any KO Shareholder in accordance with the provisions of Sections 4.1 (b) or 5 .l of this Agreement, or (ii) Transfers of Shares by the Majority Shareholders in accordance with the provisions of Section 4.1 (c) of this Agreement.

(g) For purposes of this Section 4.4, (i) if the Transferring Shareholder is a Majority Shareholder Party, the term Non-Transferring Shareholder shall be deemed to include only the KO Shareholders and (ii) if the Transferring Shareholder is a KO Shareholder, the term Non-Transferring Shareholder shall be deemed to include only the Majority Shareholder Parties. 4.5 Closing of Purchase. At the closing of any purchase and sale of Shares by the Shareholders pursuant to this Article 4, (i) the Transferring Shareholder shall Transfer to the Non-Transferring Shareholders the certificates or other documents evidencing the Shares being purchased, together with such duly executed assignments separate from such certificates and other documents or instruments reasonably required by counsel for the Non-Transferring Shareholders to consummate such purchase, and (ii) the Non-Transferring Shareholders shall pay the purchase price in cash. In addition, at the closing of such purchase and sale, (x) the Transferring Shareholder shall deliver to the Non-Transferring Shareholders an executed, written representation, in form and substance reasonably satisfactory to legal counsel for the Non-Transferring Shareholders, that the Transferring Shareholder owns the shares of capital stock of Andina free and clear of all liens and encumbrances and that upon the delivery of such shares of capital stock of Andina, the Non-Transferring Shareholders shall be vested with all of the Transferring Shareholder's right, title and interest in such shares of capital stock of Andina and (y) the Non-Transferring Shareholders shall deliver to the Transferring Shareholder such investment representations as may be reasonably requested for securities law purposes.

ARTICLE 5
COVENANTS; REPRESENTATIONS

5.1 Put Right.

(a) Upon the occurrence of a Put Event, the KO Shareholders shall have the right (a "Put Right") t 1 require the Majority Shareholders to purchase all, but not less than all, of the shares of Andina stock owned by them (except as provided in the next sentence) at the Put Price (calculated on a per share basis) as determined in Section 5.l (b). For purposes of this Section 5. I, the Shareholders agree that the shares of Andina stock subject to the Put Right shall include only the Acquired Shares and any additional shares of Andina capital stock acquired by the KO Shareholders through the exercise of their preemptive rights. The KO Shareholders shall give written notice

to the Majority Shareholders of their intention to exercise their Put Right within 15 days after the date of the first meeting of the KO Board of Directors which is held at least 30 days after the date upon which the KO Shareholders receive written notice of the determination of the Put Price pursuant to Section 5.1

(b) Upon the occurrence of a Put Event, at the request of the KO Shareholders, the parties shall cause the Put Price to be determined as follows: (i) If the shares to be purchased by the Majority Shareholders pursuant to the Put Right are shares of Class A Stock, the Put Price for such shares shall be mutually agreed upon by the KO Shareholders and the Majority Shareholders or, if the KO Shareholders and the Majority Shareholders are unable to agree within thirty days after the request by the KO Shareholders for the determination of the Put Price, the Majority Shareholders, on the one hand, and the KO Shareholders, on the other hand, shall each choose an internationally recognized investment banking firm with experience in the analysis of soft drink businesses and each of those two firms within sixty days from the date of their engagement shall prepare an appraisal setting forth its determination of the Put Price. If such two firms do not agree on the Put Price and following such determination the KO Shareholders and the Majority Shareholders continue to be unable to agree upon the Put Price within ten days from the expiration of such 60-day term, the two firms shall, in good faith, select a third investment banking firm, which third firm shall be an internationally recognized firm with experience in the analysis of soft drink businesses. The third investment banking firm so selected shall within forty-five days from the date of its engagement prepare an appraisal setting forth its determination of the Put Price, which determination shall be final and binding on the parties. The cost of such investment banking firm(s) shall be borne equally by the KO Shareholders, on the one hand, and the Majority Shareholders, on the other. The KO Shareholders and the Majority Shareholders shall cooperate fully in selecting investment bankers and shall cooperate fully in their determination of the Put Price. If a party fails to select an investment banker or fails to cooperate with such banker as described herein, in either case, within ten days of receipt of a notice specifying such failure to cooperate from the other party or parties, the other party or parties shall, in good faith, cooperate with the investment banker already retained under the terms of this provision or, if not yet retained, select an investment banking firm of its sole discretion, to make a determination of the Put Price, which determination shall be final and binding on the parties. The parties shall instruct the investment banking firm so retained to deliver its written opinion as to the Put Price to the parties within thirty days following the selection of such banker. The Put Price of the shares of Class A Stock shall be the price that a holder of shares of Class A Stock would receive upon the sale of such shares in a transaction under market conditions between a willing seller and a willing buyer as of the date of the request by the KO Shareholders that the Put Price be determined. (ii) If the Shares to be purchased by the Majority Shareholders pursuant to the Put Right are shares of Common Stock or Class B Stock, the Put Price shall be the Market Value of such shares of Common Stock or Class B Stock. (c) If the KO Shareholders shall for purposes of this Agreement consent in writing to a Put Event, such prior written consent shall be deemed to be a waiver of their Put Right for purposes of the transaction as to which written consent has been given; provided, however, that such written consent shall not be deemed to be a waiver of their Put Right for purposes of any other transaction which might be deemed to constitute a Put Event.

5.2 Deposit Agreement.

(a) Concurrently with the execution of this Agreement and in consideration of the execution and delivery of the parties of this Agreement (including the provisions set forth in Article 4 of this Agreement), the parties hereto are entering into a Stock Purchase Option Agreement and Custody Agreement (the " Deposit Agreement") in the form of Exhibit 5.2, pursuant to which the Majority Shareholders are agreeing to provide the KO Shareholders with a call right relating to Shares held by the Majority Shareholders and are agreeing to certain restrictions regarding the transfer of Shares held by the Majority Shareholders.

(b) At least ninety days prior to taking any action with respect to any of the following matters (a "Fundamental Transaction"), the Majority Shareholders will provide the KO Shareholders with written notice of the intent to take such action: (i) the sale of all or substantially all of the assets of Andina; (ii) any reorganization, merger, consolidation, share exchange or business combination involving Andina; (iii) any change in the direct or indirect ownership of the outstanding voting power or equity interests of any of the Majority Shareholders as a result of which the Majority Shareholder Partner Group owns collectively less than 75% of the outstanding voting power or less than 75% of outstanding equity interests of any of the Majority Shareholders; (iv) any change in the direct or indirect ownership of the outstanding voting power or equity interests of Andina as a result of which the Majority Shareholders own in the aggregate less than 50.1% of the outstanding voting power of Andina or less than 25% of the outstanding equity interests of Andina; or (v) a stock split, subdivision, stock dividend, extraordinary dividend or dividends or other reclassification, consolidation or combination of Andina's voting securities or any similar action or transaction (other than the Amendments).

(c) From the date of any request by the KO Shareholders for the determination of the Call Price (as defined in the Deposit Agreement) until the closing of the purchase of the Callable Shares (as defined in the Deposit Agreement) by the KO Shareholders, the Majority Shareholders agree that they (x) will not take, and will not vote their shares of Andina stock in favor of, any action with respect to any Fundamental Transaction and (y) will cause Andina to carry on its business in the ordinary course.

(d) Each of the Majority Shareholders agrees that it will not convert or exchange, and will not take any action with respect to the conversion or exchange of, any Shares into shares of Class B Stock.

5 .3 Preemptive Rights. The KO Shareholders reserve their rights, to the full extent permitted under applicable Chilean laws and regulations, to maintain their pro rata share ownership of Common Stock, Class A Stock, Class B Stock or other capital stock through the exercise of preemptive rights. If Andina issues additional shares of capital stock to existing shareholders in a preemptive rights offering (a "Preemptive Rights Offering"), the Majority Shareholders agree that they will not vote the Majority Shareholder Shares in favor of, or permit, the setting of a price for any shares of capital stock which may be offered to third parties (even if such shares are to

be acquired in a transfer on a stock exchange) which is lower than the price at which shares of capital stock were offered to the KO Shareholders in the Preemptive Rights Offering without the prior written consent of the holders of the KO Shareholders.

5.4 Provision of Certain Information. The Majority Shareholders agree to cause Andina to provide KO, TCCC Argentina, Interamerican and SPC with the following: (a) such information and calculations as to permit each of them to meet its planning, accounting, tax and regulatory requirements (including the U.S. Foreign Corrupt Practices Act, if applicable, and any similar Chilean laws), and shall conduct its affairs in such manner as to permit each of them to comply with such laws, it being understood that, except to the extent required to comply with such laws, Andina will not be required to change its existing accounting practices;

(b) quarterly unaudited US$ and C$ consolidated financial statements (including net revenues, cost o f goods sold, operating income, cash operating profit and net income) prepared in accordance with Chilean generally accepted accounting principles, consistently applied, as soon as practicable but not later than 90 days after the end of each quarter for 1996 and 1997 ; in 1998 and beyond this information will be provided within 60 days after the end of each quarter;

(c) quarterly physical and unit case sales each categorized into KO and non- KO brands as soon as practicable but not later than 60 days after the end of each quarter;

(d) annual US$ and CS audited consolidated financial statements prepared in accordance with Chilean generally accepted accounting principles, consistently applied, and reconciled to U.S. generally accepted accounting principles, as soon as practicable, but not later than 100 days after the end of each fiscal year;

(e) for Andina and each of its subsidiaries, annual C$ audited financial statements prepared in accordance with Chilean generally accepted accounting principles, consistently applied, and reconciled to U.S. generally accepted accounting principles, as soon as practicable but not later than 100 days after the end of each fiscal year;

(f) copies of the annual tax returns as filed for Andina and each of its subsidiaries as soon as practicable but not later than 120 days after the end of each fiscal year;

(g) US$ and C$ budget (including net revenues, cost of goods sold, operating income, c ash operating profit, net income and unit cases) on a consolidated basis by quarter for the next fiscal year prepared in accordance with Chilean generally accepted accounting principles, consistently applied, on a preliminary basis in October of each year and finalized in December of each year;

(h) US$ and C$ budget (including net revenues, cost of goods sold, operating income, cash operating profit, net income and unit cases) on a consolidated basis by year for the next three fiscal years prepared in accordance with Chilean generally accepted accounting principles, consistently applied, in May of each year;

(i) The actual and budgeted information set forth in Exhibit 5.4(i) in accordance with KO's regular submission schedule regarding such information (with no more than a one-month submission lag); and

(j) the information set forth in Exhibit 5.4(j) in accordance with KO's regular submission schedule.

The Majority Shareholders agree to cause Andina to cooperate in providing to KO, TCCC Argentina, Interamerican and SPC on a timely basis such information as they may reasonably request in order to permit KO, TCCC Argentina, Interamerican and/or SPC to reconcile to U.S. generally accepted accounting principles any amounts described above which are prepared in accordance with Chilean generally accepted accounting principles.

5 . 5 License Agreement. Following the Closing, upon the execution and delivery by KO and Andina of a Coca-Co a® trade name license agreement in a form mutually satisfactory to each of KO and Andina (the "License Agreement") , Andina shall be entitled to change its corporate name to " Coca-Cola Andina S . A . ," subject to the terms and conditions of such License Agreement.

5.6 Representations and Warranties. Each party hereto represents and warrants to each other party hereto as follows :

(a) Such party has all requisite power and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the performance by such party of its obligations hereunder have been duly authorized by all necessary action on behalf of such party. This Agreement has been duly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by such party will not result in (i) any conflict with the articles of incorporation, bylaws or other organization documents or trust agreement (in each case, if applicable) of such party, (ii) any breach or violation of or default by such party under any statute, law, rule or regulation of any governmental authority, or any judgment, decree, order or any mortgage, deed o f trust, indenture, agreement or other instrument to which such party is a party or by which any of its assets may be bound, or (iii) except as contemplated hereby, the creation or imposition of any lien or encumbrance on any of such party's assets or properties or any restriction on the ability of such party to consummate the transactions contemplated by this Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 Effect of Reorganization, Etc The purchase price per Share and similar provisions in this Agreement shall be equitably adjusted to reflect any stock split, subdivision, stock dividend, extraordinary dividend or dividends or other reclassification, consolidation or a combination of Andina's voting securities or any similar action or transaction (other than the Amendments) which occurs after the date of this Agreement.

6.2 Entire Agreement; Amendment. This Agreement and the Deposit Agreement contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and negotiations and oral understandings relating to the subject matter hereof; provided that this provision is not intended to abrogate any other written agreement between the parties executed contemporaneously with or after this agreement; and provided further that neither this Agreement nor the Deposit Agreement is intended to amend or modify any of the terms or provisions of any of the bottlers' agreements between KO and Andina or any of the subsidiaries of Andina. In the event of any conflict or inconsistency between the terms of this Agreement or the Deposit Agreement with the terms of any such bottlers' agreements with respect to the subject matter governed by such bottlers' agreements , the terms of such bottlers' agreements shall control . No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto.

6.3 Successors and Assigns . This Agreement and the rights of a party hereunder may not be assigned, and the obligations of a party hereunder may not be delegated, in whole or in part, without the prior written consent of all other parties hereto, except that the rights and obligations of the KO Shareholders may be assigned or de legated to KO or to any subsidiary of KO, provided that such assignment shall not relieve the assignor of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns .

6.4 Specific Performance . The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to equitable relief, including in the form of injunctions, in order to enforce specifically the provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

6.6 Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the interpretation hereof.

6.7 Modification and Waiver. Any rights arising under this Agreement may be waived in writing by the party holding the same. No waiver of any right arising under this Agreement shall be deemed to or shall constitute a waiver of any other right hereunder (whether or not similar).

6.8 Notices. Any notice, request, instruction or other document to be given hereunder by any party hereto to any other party hereto shall be in writing and delivered personally or by telecopy transmission or sent by registered or certified mail or by any express mail service, postage and fees prepaid:

If to Andina: Embotelladora Andina S.A. Avenida Andrés Bello N° 2687 Piso 20, Casilla 7187 Santiago, Chile
Attention: Chief Executive Officer Telefax No . : 562/338/0510.
With copy to: Embotelladora Andina S . A . Avenida Andres Bello N° 2687 Piso 20 Casilla 7187 Santiago, Chile
Attention: General Counsel Telefax No . : 562/338/0570
If to any of the KO Shareholders or to SPC after Closing Date: The Coca-Cola Company
The Coca-Cola Company, One Coca-Cola Plaza, N. W ., Atlanta, Georgia 30313
Attention: Chief Financial Officer Telefax No . : (404) 676-8683.
With copy to: The Coca-Cola Company One Coca-Cola Plaza, N. W . Atlanta, Georgia 30313
Attention: General Counsel Telefax No . : (404) 676-6209

If to SPC prior to the Closing Date: Bottling Investment Limited, Avenida Andrés Bello N° 2687 , Piso 7 Casilla 7187 Santiago, Chile
Attention: General Legal Counsel Telefax No . : 562/338/8138.

If to the Majority Shareholders: Inversiones Freire Ltda., Inversiones Freire Dos Ltda., c/o Portaluppi, Guzman y Bezanilla Huérfanos 863 , Piso 9 Santiago, Chile Attention: Eugenio Guzman Telefax No . : 562/638/3934.
or at such other address or number for a party as shall be specified by like notice . Any notice which is delivered personally or by telecopy transmission or by mail in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party.

6.9 Legends. Upon the execution of this Agreement, the parties hereto shall cause each and every certificate representing Shares owned by each Shareholder to bear on its face in conspicuous type and in both the English and Spanish languages the following legends : The shares represented by this certificate, including their Transfer and any arrangements or agreements with respect to their voting, are subject to the terms and conditions of Andina's Estatutos Sociales and that certain Shareholders' Agreement dated as of September 5, 1996 by and among certain shareholders of Andina, a copy of which is on file at the main office of Andina. Any sale, assignment, transfer, gift, pledge, encumbrance, or other disposition and any arrangement or agreement with respect to the voting of the shares represented by this certificate not in conformity with said Estatutos Sociales and the Shareholders' Agreement shall, to the full extent permitted under applicable Chilean laws or regulations, be invalid.

If such legends cannot be practically placed on the face of such certificate, such legends shall be set out in conspicuous type on the back of the certificate, and notice thereof shall be given in conspicuous type on the front. The parties hereto agree that each and every certificate representing shares of capital stock of Andina issued hereafter to each Shareholder or acquired by a Shareholder shall be subject to this Agreement and the stock certificates representing such shares shall have endorsed thereon the above legends . The

parties agree to file a copy of this Agreement with Andina, that a notary public will carry out such filing and that Andina may be required by any KO Shareholder to make annotations in the shareholders' registry of Andina regarding this Agreement and the restrictions imposed by shares owned by the Shareholders.

6.10 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AM:ERICA, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

6.11 Construction. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental authority by reason o f such party's having or being deemed to have structured or drafted such provision.

6.12 No Third-Party Beneficiaries. Except as otherwise specifically provided in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties hereto any right ; or remedies.

6. 13 Consent to Jurisdiction. (a) Each o f the parties hereby irrevocably consents and agrees that any action, suit or proceeding arising in connection with any disagreement, dispute, controversy or claim arising out of or relating to this Agreement (for purposes of this Section a " Legal Dispute") may be brought to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York, New York, United States of America or, in the event (but only in the event) such court does not have subject matter jurisdiction over such action, suit or proceeding, in the courts of the State of New York sitting in the City of New York, New York, United States of America.

(b) Each of the parties hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding referred to in Section 6.13 (a) that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such court or that its property is exempt or immune from execution, that the action, suit or proceeding is brought in an inconvenient forum or that the venue of the action, suit or proceeding is improper. The Majority Shareholders hereby irrevocably appoint CT Corporation System (the " Agent for Service") as its agent to receive on its behalf service of copies of the summons and complaint and any other process which may be served in any such action, suit or proceeding. Such service may be made by mailing or delivering a copy of such process to such Person in case of the Agent for Service at the address of the Agent for Service in the State of New York, United States of America, and the Majority Shareholders hereby irrevocably authorize and direct the Agent for Service to accept such service on its behalf.

(c) Each party hereto agrees that a final judgment in any legal action, suit or proceeding described in this Section 6.13 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6.14 Translations. This Agreement has been executed, and all amendments, supplements, modifications or replacements hereto shall be made, in the English language. This Agreement may be translated into the Spanish language for convenience of one or more of the parties hereto, provided that in case of discrepancies the English version shall prevail in all cases.

6.15 Other Restrictions . The provisions of this Agreement shall be in addition to and not in lieu of any and all restrictions on the Transfer o f the shares of capital stock of Andina which arise from applicable laws and any other restrictions on Transfers agreed to by or among the parties hereto .

6.16 "Including" . Words of inclusion shall not be construed as terms of limitation herein, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations.

6.17 References . Whenever reference is made in this Agreement to any Article or Section, such reference shall be deemed to apply to the specified Article or Section of this Agreement.

6.18 Severability. The invalidity or unenforceability of any provision hereof in any jurisdiction will not affect the validity or enforceability of the remainder hereof in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction. To the extent permitted by applicable law, each party waves any provision of law that renders any provision hereof prohibited or unenforceable in any respect. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

EMBOTELLADORA ANDINA S.A.
By:

Name: José Said
Title: Chairman of the Board
By:
Name: José Antonio Garcés
Title: Director

THE COCA-COLA COMPANY
By:
Name: Weldon Johnson
Title: Senior Vice President

COCA-COLA INTERAMERICAN CORPORATION
By:
Name: Weldon Johnson
Title: Senior Vice President

COCA-COLA DE ARGENTINA S.A.
By:
Name: Fernando Marin
Title: Attorney in-fact

BOTTLING INVESTMENT LIMITED
By:
Name: Diego Peralta
Title: Chairman of the Board

INVERSIONES FREIRE LTDA.
By:
Name: José Said
Title: Attorney in-fact
By:
Name: José Antonio Garcés
Title: Attorney in-fact

INVERSIONES FREIRE DOS LTDA.
By:
Name: José Said
Title: Attorney in-fact
By:
Name: José Antonio Garcés
Title: Attorney in-fact

Exhibit 1.5

CALL OPTION AGREEMENT

BY AND BETWEEN

INVERSIONES FREIRE LIMITADA

AND

INVERSIONES FREIRE DOS LIMITADA

AND

COCA-COLA INTERAMERICAN CORPORATION,

COCA-COLA DE ARGENTINA S.A.,

THE COCA-COLA COMPANY,

AND

EMBOTELLADORA ANDINA S.A.

AND

CUSTODY AGREEMENT

BY AND BETWEEN

INVERSIONES FREIRE LIMITADA

AND

INVERSIONES FREIRE DOS LIMITADA

AND

CITIBANK, N.A.

On September 5, 1996, there appeared:

Mr. José Said Saffie and Mr. José Antonio Garcés Silva, on behalf of, as shall be evidenced, Inversiones Freire Limitada (*Freire*) and Inversiones Freire Dos Limitada (*Freire Two*), both together also called the *Optionors* or *Owners* for purposes hereof, all domiciled, for these purposes, at Huérfanos 863, 6th floor, Santiago, Chile;

Mr. Weldon Johnson, on behalf of, as shall be evidenced, The Coca-Cola Company and Coca-Cola Interamerican Corporation; and Mr. Fernando Marín Diaz on behalf of Coca-Cola de Argentina S.A., also together called the *Optionees*, for purposes hereof, all domiciled, for these purposes, at One Coca-Cola Plaza N.W., Atlanta, Georgia;

Mr. Diego Peralta Valenzuela, on behalf of Citibank, N.A., also called the *Custodian*, for purposes hereof, both domiciled, for these purposes, at Avenida Andrés Bello 2687, 7th floor, Santiago, Chile, and

Mr. José Said Saffie and Mr. José Antonio Garcés Silva, on behalf of Embotelladora Andina S.A., also called *Andina* or the *Issuer*, for purposes hereof, all domiciled, for these purposes, at Avenida Andrés Bello 2687, 10th floor, Santiago, Chile.

The parties are of age and agreed to the following:

FIRST: Freire owns on this date a total of 185,701,969 shares in Embotelladora Andina S.A., as certified in certificates 2512, 2514, 2515, 2615, 2639, 3171, 3651, 4564, 4938, 4939, 5488, 10163, 26178 and 26179, registered in its name in the Shareholders Registry of Embotelladora Andina S.A. Freire Two is the owner on this date of a total of 14,300,000 shares in Embotelladora Andina S.A., as certified in certificate 26180, registered in its name in the Shareholders Registry of Embotelladora Andina S.A.

SECOND: Freire and Freire Two have signed a *Shareholders Agreement* on even date herewith to which The Coca-Cola Company, Coca-Cola Interamerican Corporation and Coca-Cola de Argentina S.A. are parties, among others. According to the transactions to be performed under such agreement and other agreements signed on even date herewith, the shares owned by Freire, identified in the first clause above, shall become 185,701,969 Series A shares in Embotelladora Andina S.A. and 185,701,969 Series B shares in Embotelladora Andina S.A., as will be stipulated in the Andina Bylaws after amendments are made thereto that will be proposed to the next Special Shareholders Meeting of Andina (the *Amendments*). Moreover, the shares owned by Freire Dos, identified in the first clause above, will become 14,300,000 Series A shares in Embotelladora Andina S.A. and 14,300,000 Series B shares in Embotelladora Andina S.A. (the *Reclassification*).

For all purposes of this document, the reference to Shares means any of the shares, other securities or options or rights convertible to, or for, any share in Andina or *American Depositary Shares* or other instruments representing Andina shares, whether or not authorized or issued on this date; however, the word *Shares* does not include any Series B share or American Depositary Shares or other instruments representing Series B shares, provided the Series B shares do not have a right to vote that is greater than the voting power established for the Series B shares in the Amendments. The Andina Shares are also called *Option Shares* in some cases.

THIRD: Mr. José Said Saffie and Mr. José Antonio Garcés Silva, on behalf of Freire and Freire Two, hereby definitively and irrevocably grant a purchase option (the *Option*) to The Coca-Cola Company, Coca-Cola Interamerican Corporation and Coca-Cola de Argentina S.A. whereby the Optionors will be obligated, at the option of any one of the Optionees (or of any two thereof or of all together), to sell all (and no less than all) the Shares in Embotelladora Andina S.A. currently owned thereby as well as all (and no less than all) the Shares in Embotelladora Andina S.A. that Freire and Freire Two acquire in any way subsequent to this date, whether such

Shares are acquired from Embotelladora Andina S.A. or from third parties, in the terms, conditions and periods indicated below.

Although all Shares are subject to the Option, the Optionors may dispose and transfer a part of their Shares provided those Shares represent surpluses above any and all of:

(i) 200,000,000 Shares owned by the Optionors;
(ii) the number of Shares representing 50.1% of the voting Shares in Andina and of all the voting power of all of Andina's Shares; and
(iii) 25% of all issued shares of Andina.

In any case, this right will only exist as long as the share structure of the Series A and B Shares stipulated in the Amendments remains the same and the Optionors are in full compliance with the *Shareholders Agreement* (in particular the rules in Article 4 thereof). Accordingly, the Shares that may be transferred according to this paragraph will not be subject to the prohibition in the Ninth Clause or to custody pursuant to the Eleventh Clause hereof, provided all conditions stipulated in this same paragraph are met; and they will always be subject to the Option.

FOURTH: It is expressly stipulated that in the event of a split of Embotelladora Andina S.A., the Option also extends to all shares in the new company or companies formed because of the split that would correspond to the Optionors as owners of Shares in a divided Andina. It is further expressly stipulated that in the event of a merger of Embotelladora Andina S.A., the Option extends to the shares in the surviving company or in the new company that is formed that replace the shares in Embotelladora Andina S.A. that corresponded to the Optionors. Freire and Freire Two shall refrain from voting their Andina Shares at any Andina shareholders meeting held to amend the bylaws of Andina or to approve any reorganization, sale of assets, reclassification, exchange, combination or consolidation of Andina's securities, merger, dissolution, issuance or sale of securities or any other action, provided any of the foregoing events has the effect of impeding or attempting to impede compliance with any of the provisions herein. Freire and Freire Two shall always collaborate in good faith to comply with all terms and to adopt all actions that are necessary or appropriate to protecting the rights of The Coca-Cola Company, Coca-Cola Interamerican Corporation and Coca-Cola de Argentina S.A. hereunder against dilutions or obstacles.

FIFTH: The Option may be exercised as of this date, at any time on or before December 21, 2130, always provided one or more of the following events occurs (hereinafter the *Strike Conditions*): (i) any change in the direct or indirect ownership of the interests or rights or shares of any one of the Optionors, i.e., Freire and Freire Two, so that the Optionor Controlling Group (as this phrase is defined below) owns together less than 75% of the rights or interests or shares or less than 75% of the voting shares or of the total voting power in any one of the Optionors; (ii) any change in the Shares issued by Andina or in the ownership of Andina Shares (either because of transfers, sales, reorganization, merger, exchange of shares or otherwise) that results in the Optionors owning less than 50.1% of the voting Andina shares or of all of the voting power of Andina Shares (save written authorization of The Coca-Cola Company for purposes hereof or unless that percentage of 50.1% decreases because of a Share purchase or an assignment of rights of first refusal to subscribe Shares, both with the Optionees or their Authorized Successors, that results directly in a decrease in the voting Shares owned by Freire and/or Freire Two; however, in that case, the obligation to maintain a certain level of ownership of Shares shall continue regarding the new percentage of Shares owned by the Optionors after the approved transaction) or less than 25% of all of the issued shares of Andina; (iii) the sale of all or substantially all the assets of Andina; or (iv) any event occurs that allows The Coca-Cola Company to terminate one or more of such Andina bottler's agreements early because of a default by Andina (including its subsidiaries) or of a change in control as stipulated in Andina bottler's agreements (including bottler's agreements to which one or more of its

subsidiaries is a party) that represent at least 30% of the total unit case volume of Coca-Cola products produced by Andina (including its subsidiaries) during the 12 preceding months, regardless of whether The Coca-Cola Company decides to exercise the rights under one or more of such bottler's agreements.

Once any of the Strike Conditions occurs, the Optionors shall send written notice to the Optionees, who shall decide to begin the Option Strike Process no later than 180 calendar days after receipt of the notice by the Optionors. Failure to give such notice shall not imply any default by the Optionors since sending a notice has been stipulated solely to calculate the aforesaid period of 180 days. Failure to send the notice shall also not prevent the Optionees from beginning the Option Strike Process if they learn of the event in another way. The fact that the Optionees have decided not to strike the Option, even though one or more of the aforesaid Strike Conditions take place on one or more occasions, will not be any impediment to the Optionees beginning the Option Strike Process (as defined below) should one or more of the aforesaid Strike Conditions be present on a future occasion.

For these purposes, *Optionor Controllers* means the persons indicated in Appendix A hereto, who are today listed as *Beneficial Owners* in Form 13-G of the Securities and Exchange Commission (SEC) of the United States of America according to the securities regulations of that country. This Appendix is deemed a part of this Agreement for all legal purposes.

Optionor Controlling Group shall mean: (a) any of the Optionor Controllers; (b) any of the spouses of the Optionor Controllers; (c) any of the direct descendants of any one of the Optionor Controllers; (d) any person who receives shares or interests in the Optionors as an *ab intestato* successor of any of the persons indicated in letters (a) and (b) above or of a person who has previously received shares in the Optionors as an *ab intestate* successor in the manner indicated in this letter (d), if at the decedent's time of death, he had no spouse or direct descendant; (e) any of the wholly-owned subsidiaries of one or more of the persons indicated above; and (f) any trust established to the benefit of any one of the persons indicated in letters (a), (b), (c) and (d) above, provided one or more of such persons have total control of the voting rights and investment decisions of that trust's assets.

Wholly-Owned Subsidiary of a person shall mean an entity whose interests, equity or shares or other equity instruments thereof are wholly owned directly or indirectly by such person (except for a minority interest not exceeding 1%, if said minority interest is required according to the law governing the respective entity).

The period during which the Option can be exercised is estimated by the parties as the most adequate to the intention motivating them to execute this Option Agreement, taking into account, *inter alia*, that this agreement is made in direct relation to the agreements adopted by the parties in the aforesaid Shareholders Agreement, which is a continuing agreement; to the fact that Andina is a continuing company as it is a stock corporation; and to the fact that the agreed duration of the future Series A and B Shares in Andina ends December 31, 2130.

The Optionor Controllers will include a stipulation on the existence of this Agreement and the Option contained herein in the by-laws of each of the Optionors.

SIXTH: The strike price of this Option will be determined using the following procedure (the *Option Strike Process*):

(a) The price will be determined by mutual consent of the parties and failing consent, the price will be equal to the Appraisal Value of such Shares following the procedure indicated in letter (b) below;

(b) For purposes of this sixth clause, the **Appraisal Value** of the Optionors' Andina Shares will be the amount in dollars of the United States of America that the Optionors would receive from the sale of their Andina Shares in an arm's length transaction between a willing buyer and a willing seller as of the date of notice of calculation of the Appraisal Value. The Appraisal Value will be initially agreed by mutual consent of the parties and if they are unable to reach an agreement within 30 calendar days, it may be agreed by the parties based on the determinations made by two internationally renowned investment banks, one selected by each of the parties. Each of the parties shall choose an internationally renowned investment bank experienced in the appraisal of the non-alcoholic beverage business. Each of the selected investment banks will prepare an appraisal based on which the Appraisal Value shall be determined. The cost of such investment banks will be paid in equal proportions by the Optionors and the Optionees. The Optionors shall cooperate fully in retaining an investment bank and in calculating the Appraisal Value. If any one of the parties does not cooperate in the manner described herein, the non-defaulting party shall, within 10 calendar days after receiving written notice of that party's non-cooperation, cooperate in good faith with the investment bank or banks already retained according to the terms of this provision; or if the bank that should have been chosen by one of the parties has not been chosen, then the non-defaulting party will have the right to choose that investment bank. The investment banks ultimately retained will be instructed to deliver their appraisal in writing to the parties within 60 calendar days after they have been retained. As majority shareholders in Andina, the Optionors will adopt the resolutions, measures and actions necessary to cause Andina to cooperate with the investment banks and, in general, with such appraisal process. If the parties do not reach a price agreement within 10 calendar days after expiration of the aforesaid 60-calendar-day period, the investment banks shall, at the request of any of the parties, appoint a third investment bank that meets the same conditions of prestige and experience and they shall, for account of the parties, entrust determination of the Appraisal Value thereto within 45 calendar days. Said bank will deliver a written report to the parties on its calculation of the Appraisal Value. The costs and cooperation required for the work of the third investment bank will abide by the stipulations in this paragraph. The analysis by the three investment banks must always take into account Andina's bottler's agreements, considering the franchises granted in such agreements to be in effect (even though one or more of those bottler's agreements has terminated under the circumstances indicated in Section 5.iv hereof). The Appraisal Value mutually agreed upon by the parties or established in a written opinion of the third investment bank will be hereinafter called *Appraisal*;

(c) The Optionors may, within 10 days following the date of the notice of the Appraisal Value by the third investment bank, notify each of the Optionees that the event or Strike Condition has been voided and that all the effects and consequences thereof have been reversed and things have returned to their state prior to such occurrence (this will not apply if the Strike Condition in Section 5.(iv) of this Agreement has resulted in termination of the bottler's agreements therein mentioned as termination of such agreements may not be reversed by the Optionors). In that circumstance, the Optionees shall consider the Option Strike Process under way to have ended (and all costs of the investments banks will be paid by the Optionors). If the Optionors are unable to comply in the period of 10 days indicated herein but have the intention of voiding the event behind the Strike Condition, they shall give written notice to the Optionees of their decision and they shall consummate such termination extraordinarily (with all the aforesaid effects) in the period ending when the last of the following events occurs: (i) 50 calendar days have passed from the date of notice of the Appraisal Value by the third investment bank; or (ii) 10 days from written notice by the Optionees of their decision to strike the call Option. The Optionees may exercise the Option if the Option Strike Process is not interrupted in the aforesaid manner in the period of 120 calendar days after receipt of the notice of the Appraisal Value from the third investment bank. If the Optionees do not exercise the Option in the aforesaid period of 120 calendar days, their right to exercise the Option as part of the respective Option Strike Process shall expire.

The formalities for exercise of the Option are stipulated in the next clause.

SEVENTH: The Option Shares may be acquired by any one of The Coca-Cola Company, Coca-Cola Interamerican Corporation or Coca-Cola de Argentina S.A. or by any two thereof or by all thereof together or by any wholly-owned subsidiary of any of the Optionees (hereinafter the *Authorized Successors*) in the proportions freely indicated by any thereof.

In order to exercise the Option, any one of the Optionees or Authorized Successors thereof or any two thereof or all thereof together shall send a written statement to the Optionors' representative indicating their intent to exercise the Option, issued by a representative with sufficient authority. It shall be sent to the Optionors' address indicated in the preamble hereof. The instrument or instruments containing the sale of the Shares shall be attached to such statement, which must have been signed by the respective legal representative of the Optionors and sent to the person who signed the statement on behalf of the Optionees or their Authorized Successors within five days (from the date of receipt by the Optionors' representative).

Simultaneous to the return of the instrument containing the sale of the shares, (i) the Optionors shall deliver to the respective Optionees the documents or instruments requested by the Optionees' attorney to consummate the purchase of the Option Shares, including the certificates of Shares, if in their possession; the certificates of Shares that are in custody will be delivered to the Optionees by the Custodian discussed in the eleventh clause hereof and in accordance with the terms therein stipulated; and (ii) the respective Optionees shall pay the purchase price in cash. The Optionors shall also deliver a signed written statement to the respective Optionee, or, as applicable, to each of the respective Optionees, in form and substance reasonably satisfactory to the Optionees' legal counsel, stipulating that the Optionors are owners of the Option Shares, that the Option Shares meet the conditions indicated in the tenth clause hereof and that all rights, title and interest in such Andina shares shall be vested with the respective Optionees upon delivery of the Option Shares.

EIGHTH: The Option stipulated in the previous clauses shall end, with no liability for any of the parties, should any one of the following events occur:

(a) The Optionees or Authorized Successors thereof transfer Andina Shares to third parties (other than their subsidiaries) and such transfer results directly in making the Optionees owners of less than 23,500,000 common Shares prior to the Reclassification or 23,500,000 Series A Shares in Andina (or successor Shares of those Shares or of common shares, if the Series A ceases to exist);

(b) As a consequence of capital increases in Andina, the Optionees become owners of less than 4% of the common Shares prior to the Reclassification or of 23,500,000 Series A Shares in Andina (or of successor Shares of those Shares or of common Shares, if the Series A ceases to exist);

(c) The bottler's agreements indicated in numeral (iv) of the Fifth Clause are terminated by Andina as a direct result of a default thereon by The Coca-Cola Company or The Coca-Cola Company or refuses, for no good reason, to negotiate the renewal of such bottler's agreements;

(d) The Shareholders Agreement indicated in the second clause hereof does not enter into effect; or

(e) The bottler's agreements indicated in numeral (iv) of the Fifth clause hereof are definitively terminated by The Coca-Cola Company, unless the Option Strike Process has begun in a period of one year from the date of termination of such bottler's agreements. In this latter case, this agreement shall continue in full force until one or more of the Optionees exercise the Option and become owner of the Shares or the

period of 120 calendar days elapses pursuant to Section 6(c) hereof without any written notice being given of the decision to exercise the Option.

NINTH: Freire and Freire Two hereby undertake irrevocably and unconditionally not to encumber and/or convey in any way the Shares in Embotelladora Andina S.A. held now or in the future thereby during the term of this Agreement, except as specifically mentioned herein. This stipulation is made in favor of The Coca-Cola Company, Coca-Cola Interamerican Corporation and Coca-Cola de Argentina S.A. and is accepted by the aforesaid representative thereof. This prohibition will be registered in Andina's Shareholders Registry. Andina must certify this fact to the Custodian as well as any eventual full or partial release thereof.

It is expressly stipulated that Freire and Freire Two may make transfers of Andina Shares to Wholly-Owned Subsidiaries thereof (the *Permitted Assigns*) always provided: (i) all Shares transferred to a Permitted Assign remain subject to the provisions hereof; and (ii) such Permitted Assign agrees in writing to abide by the provisions hereof. Any Permitted Assign who ceases to be a Wholly-Owned Subsidiary of one of the Optionors must transfer all Shares owned thereby at that time to the Optionors or to another Permitted Assign of the Optionors.

TENTH: The Option Shares shall be sold, assigned and transferred free of any lien, real rights other than ownership rights, prohibition, attachment, litigation, resolutory conditions, shareholders agreements and shall be fully paid to the issuer or to the respective assigns. The Optionors shall be jointly and severally liable for the clearing of title pursuant to law. The foregoing is without prejudice to the liens, prohibitions or restrictions authorized by The Coca-Cola Company or established in favor of The Coca-Cola Company, Coca-Cola Interamerican Corporation and/or Coca-Cola de Argentina S.A. or of the parent companies thereof, directly or indirectly, or the Authorized Successors thereof, in particular without prejudice to the restrictions on the free transfer of Shares stipulated in the Shareholders Agreement signed by the Optionors on even date herewith to which Freire, Freire Two, Andina, Andina Bottling Investment Limited and the Optionees are parties.

ELEVENTH: Mr. José Said Saffie and Mr. José Antonio Garcés Silva, on behalf of Freire Limitada and Inversiones Freire Dos Limitada, also called the *Owners*, and Mr. Diego Peralta Valenzuela, on behalf of Citibank, N.A., also called the *Custodian*, hereby enter into a custody agreement regarding the Shares in the Option conferred herein and all such Shares to which such Option extends in accordance with the preceding clauses. This custody agreement is to be fulfilled in the Republic of Chile. For these purposes, the Owners hereby make material delivery to the Custodian of the certificates containing all the Shares identified in the first clause owned thereby, which are received by Citibank N.A. in custody. Therefore, they are under the responsibility thereof. However, the Custodian will not be liable for any loss or damage that is the result of circumstances or causes beyond its control, including, without limitation, nationalization, expropriation, acts of war, terrorism, insurrection, revolution, civil revolts, protests or strikes by employees other than the Custodian's employees or force majeure.

This Custody Agreement shall be abide by the following terms:

(a) If there is, for any reason, an exchange, swap or replacement of any or all of the certificates of Shares received in custody, the Custodian is amply empowered, by way of irrevocable power of attorney, to exchange and withdraw the new certificates of Shares issued for such purpose in the name of the Owners, under prior instructions of one or more of the Owners or of the Optionees. All such Shares shall be subject to this custody agreement. On an exceptional basis, once the common Shares in Andina have been exchanged for Series A and Series B shares, the Custodian shall immediately make such exchange on behalf of the Owners and once that is complete, the Owners are automatically authorized to

withdraw all Series B Share certificates from the Custodian. The other Andina Shares of the Owners will be left in custody.

(b) Should new Shares in Embotelladora Andina S.A. be subscribed by the Owners, the Custodian is amply empowered, by way of irrevocable power of attorney, to withdraw the certificates of Shares subscribed in the name of the Owners, under prior instructions of one or more of the Owners or of the Optionees. All such Shares shall be subject to this custody agreement. In the event of a split of Embotelladora Andina S.A., the Custodian is amply empowered, by way of irrevocable power of attorney, to withdraw in the name of the Owners, under prior instructions of one or more of the Owners or Optionees, the certificates of Shares in the new company or companies formed that correspond thereto as owners of Andina Shares. All such Shares shall be subject to this custody agreement. Furthermore, in the event of a merger of Embotelladora Andina S.A., the Custodian is amply empowered, by way of irrevocable power of attorney, to withdraw in the name of the Owners, under prior instructions of one or more of the Owners or of the Optionees, the certificates of Shares in the surviving company or in the new company that is formed that substitute for the Shares in Embotelladora Andina S.A. corresponding thereto. All such Shares shall be subject to this custody agreement.

(c) This custody agreement shall also extend to certain Shares in Embotelladora Andina S.A. acquired by the Owners from third parties other than Embotelladora Andina S.A. In that case, said Owners shall immediately deliver the respective certificates to the Custodian.

(d) The Custodian will be obligated to receive and keep the certificates to be kept in custody and to keep them in its custody indefinitely. It may not return them to the Owners unless they present an authorization by public deed issued by a sufficiently authorized representative of one or more of the Optionees. Notwithstanding the foregoing, the Custodian undertakes to deliver each and every one of the certificates in custody to The Coca-Cola Company, Coca-Cola lnteramerican Corporation and Coca-Cola de Argentina S.A. upon mere request of any one thereof, who shall, for such purpose, simply make delivery thereto of a written statement in which any one thereof asserts that a Strike Condition has occurred, that an Option Strike Process has begun, that the Appraisal has been determined (indicating the amount thereof) and that it has irrevocably decided to exercise the call Option stipulated herein.

The Custodian shall give prompt notice to the Optionors that the certificates of Andina Shares have been delivered.

(e) The Custodian undertakes to report from time to time (quarterly) to The Coca-Cola Company, Coca-Cola lnteramerican Corporation and Coca-Cola de Argentina S.A. on the certificates of the Owners' Shares that are in its custody according to this Agreement and to give prompt notice thereto of each notice that it receives from the Owners pursuant to this clause. The execution of this Custody Agreement does not imply any limitation of the Owners' rights as holders of the Shares hereunder other than the rights to encumber and convey such shares. In other words, the Owners may freely collect and receive dividends, vote at shareholders meetings according to the terms hereof, subscribe capital increases and assign options to subscribe Shares in capital increases without the Bank's intervention or the Optionees' authorization.

(f) The Custodian shall deliver the Option Shares to the Optionors if this agreement is terminated pursuant to the eighth clause hereof, provided it receives a letter confirming that fact, signed by the Optionees' legal representative.

(g) The Custodian may, in fulfilling its obligations of Custodian hereunder, act only, and it is hereby authorized to rely and act, upon Instructions, which means instructions from any Authorized Person (as defined below) received by the Custodian in the manner indicated for each case herein, provided:

(i) the Instructions remain in force until they are implemented, cancelled or superseded;
(ii) if, in the Custodian's judgment, the Instructions are unclear and/or ambiguous, the Custodian shall make its best efforts to obtain clarification thereof. If it does not obtain such clarification in a prudent period of time, the Custodian may, at its reasonable discretion, without any type of liability, refuse to follow such Instructions until any ambiguity has been overcome to its satisfaction;
(iii) the Instructions are fulfilled according to the rules, operating procedures and market practices in the place where they must be implemented and they may be implemented by the Custodian only during business days and hours when the respective financial markets are open to the public. The Custodian may also refuse to implement Instructions that, in its opinion, are contrary to any applicable law, regulation or rule, whether imposed by government authorities or by self-regulated entities. It must give notice thereof to the Owners and to the Optionees;
(iv) The Custodian has the right to rely on the permanent authority of any Authorized Person until it is notified otherwise by the Owners or the Optionees, as the case may be; and
(v) *Authorized Person* or *Authorized Persons* means any officer, employee or agent of the Owners or the Optionees, as the case may be, who has been authorized by written notice to the Custodian to act on behalf of the Owners or the Optionees in fulfilling any acts, proceedings or obligations in accordance with this agreement.

(h) The Owners and Optionees shall indemnify the Custodian and any and all of the appointees or agents thereof and shall hold them harmless regarding all costs, liabilities and expenses, including, without limitation, attorneys' fees and disbursements arising directly or indirectly from execution by the Custodian, its appointees or agents of the Instructions that they believe, in good faith, to have been given by Authorized Persons.

The foregoing notwithstanding, neither the Custodian nor its appointees or agents will be indemnified for any damage caused by their own negligence.

(i) The Owners shall pay the Custodian the fees stipulated in the Fee Schedule hereto (the *Schedule*) for the services rendered under this agreement. Such Schedule is deemed an integral part hereof upon signature by the parties.

The timing of payment and form of calculation of the fees are indicated in such Schedule. The Owners hereby authorize the Custodian to debit any of their current accounts for the amounts of fees accrued at the time when such fees must be paid. For this purpose, the Owners undertake to keep the necessary funds available in their current accounts to make that payment. The fees payable to the Custodian will be assessed by Value-Added Tax (VAT) prevailing on the date of invoicing, which will be payable by the Owners. The Custodian shall issue, upon payment of such fees, the corresponding invoice to the Owners for the amount of the fees paid for the period in question. The Owners shall also be liable for any tax that may be assessable on such fees in the future and, in general, on the services hereunder.

The Optionees expressly accept the stipulations in their favor and to their benefit made by the Owners and the Custodian in this Eleventh clause. The Optionees shall therefore have the right to demand performance of the obligations assumed by the Owners and the Custodian. The Owners, the Custodian

and the Optionees further agree and accept that the stipulations in this custody agreement are naturally irrevocable.

In any case, the Owners and Optionees may agree in writing to the early termination of this custody agreement.

TWELFTH: The notarial expenses assessed on this Agreement will be paid in equal proportions by the Optionors and the Optionees.

THIRTEENTH: Should any dispute arise in relation to this Agreement or its amendments, either in regard to interpretation, performance, enforceability, termination or otherwise, that is not resolved by voluntary agreement of the parties, such dispute shall be finally resolved by arbitration according to this clause. In the event of a dispute, any of the parties may at any time deliver written notice to the other party stating its intent to submit such dispute to arbitration. The notifying party will have the right to submit the dispute directly to arbitration in a period of fifteen (15) to forty-five (45) days after receipt of such notice. The party submitting the dispute to arbitration shall promptly deliver a written notice to the other party. Any and all other disputes that may arise for any reason among the parties as a result of this agreement, including, but not limited to, disputes relative to its validity, binding effect, interpretation and performance (including the venue of the arbitrator) shall be resolved by arbitrators who shall render a decision according to the rules of law (arbiters) and shall be empowered to act as often as required. There will be no appeal or legal remedy against the ruling by arbitrators. Save agreement otherwise by the parties, the arbitrators may freely determine the procedure to follow during arbitration (they shall proceed as conciliators). The dispute or conflict submitted to arbitration shall be decided by three arbitrators. Each party must select one arbitrator and the third arbitrator will be selected by the two arbitrators selected by the parties. Arbitral decisions shall be adopted by a simple majority of the members of such arbitral court. Should any of the parties fail to appoint its arbitrator within 10 days following notice of the request for arbitration by the other party or should the two arbitrators chosen by the parties fail to appoint the third arbitrator within 10 days after the day of their appointment, the arbitrator pending appointment shall be appointed following the system established by the Arbitration Center of the Santiago Chamber of Commerce, from among the list of member arbitrators. Such appointment must fall upon an attorney. The arbitrators must have a full command of the English language. The arbitral court shall sit in Santiago, Republic of Chile.

The above procedure will be repeated as often as necessary until the three arbitrators have been appointed or their replacements, should any such arbitrators be disqualified. Said arbitrators shall render a final solution to the disputes.

FOURTEENTH: This agreement may be modified in whole or in part only by a written document signed by the parties. A failure by any of the parties to exercise any right stipulated herein shall not be deemed an implicit or explicit waiver of such right. Any and all waivers of a right must be set down in writing and must be executed by the party in favor of whom that right is established.

FIFTEENTH: Any and all notices, requests, claims or other correspondence between the parties or the notices stipulated herein shall be made in writing and delivered by messenger or by registered or certified mail, postage prepaid, addressed to the recipients at the addresses indicated below or to such other addresses that the recipients indicate in written notices to the parties hereto. Each notice given in this way shall take effect upon receipt. A notice will be deemed given upon delivery by messenger or 5 days after having been deposited by certified mail, return receipt requested, unless the recipient demonstrates that it has not received it or that it was received at a later date.

If to the Optionors:

Inversiones Freire Limitada
To the attention of: Portaluppi, Guzmán y Bezanilla
Huerfanos 863, 9th floor
Santiago
Fax 56-2-638-3934

with copy to:
Embotelladora Andina S.A.
Avenida Andrés Bello 2687, 20th floor
P.O. Box 7187
Santiago, Chile
To the attention of: Executive Vice-President
Fax: 56-2-338-0510

If to any of the Optionees:
The Coca-Cola Company
One Coca-Cola Plaza, N.W.
Atlanta, Georgia 30313
U.S.A.
To the attention of: Chief Financial Officer
Fax: (404) 676-8683

with a copy to:
The Coca-Cola Company
One Coca-Cola Plaza, N.W.
Atlanta, Georgia 30313
U.S.A.
To the attention of: General Counsel
Fax: (404) 676-6209

If to the Custodian:
Citibank N.A.
Avenida Andrés Bello 2687, 7th floor
P.O. Box 2125
Santiago, Chile
To the attention of: Transaction Banking Head
Fax: 56-2-338-8138

SIXTEENTH: The parties agree that they have been advised by Chilean attorneys in the signature of this agreement, that they understand the legal doctrine on the option agreement and therefore declare that it is their understanding and conviction that this agreement is valid and enforceable according to its terms, pursuant to Chilean law.

The parties further agree that nothing stipulated herein is intended to amend, or shall have the effect of in any way amending, the terms and provisions of the bottler's agreements between The Coca-Cola Company and Andina and any of their subsidiaries or affiliates. In the event of any discrepancy between this agreement and

such bottler's agreements, the terms and provisions of the latter shall prevail in regard to the rights and obligations contained in such bottler's agreements.

SEVENTEENTH: Present in this act are Mr. José Said Saffie and Mr. José Antonio Garcés Silva, on behalf of, as shall be evidenced, Embotelladora Andina S.A., who declare that they have been duly informed of the stipulations contained herein for all pertinent legal purposes.

EIGHTEENTH: Six counterparts of this Agreement have been executed of one same text and date, one remaining in possession of each of the parties.

FEE SCHEDULE

A. The Owners shall pay the following fees to the Custodian for the services rendered under the Custody Agreement:

   The Owners shall pay a fixed fee for Custody service that will be equal to US$20,000 (twenty thousand American dollars), plus a fee that will be determined on the basis of the amount deposited in Custody at the close of each month. A rate of 0.02% (two per thousand) will be applicable on the average amount of assets deposited in custody, limited to US$20,000 (twenty thousand American dollars).

   The portfolio in custody at the close of each month will be appraised using the share closing price reported by the Santiago Stock Exchange.

B. Such fees are payable monthly in arrears, within the first 10 business days following the month when the services are rendered. The Custodian shall, for that purpose, advise the Owners of the amounts accrued within the first five business days of each month.

C. The fee payable to the Custodian will be assessed by Value-Added Tax (VAT) prevailing on the invoice date, which will be payable by the Owners.

   The Owners shall also be liable for any tax that may be assessed on such fees in the future and, in general, on the services hereunder.

D. The fees will be payable in Chilean Pesos. The Observed dollar exchange rate prevailing on the closing date of each period will be used for those purposes.

The same number of counterparts has been executed as the master document to which this schedule is an accessory.

September 5, 1996

_____
José Said Saffie
José Antonio Garcés Silva
Inversiones Freire Limitada

_____
Weldon Johnson
The Coca-Cola Company

_____
José Said Saffie
José Antonio Garcés Silva
Inversiones Freire Dos Limitada

_____
Weldon Johnson
Coca-Cola Interamerican Corporation

_____
José Said Saffie
José Antonio Garcés Silva
Embotelladora Andina S.A.

_____
Fernando Marín Díaz
Coca-Cola de Argentina S.A.

_____
Diego Peralta Valenzuela
Citibank, N.A.

AMENDMENT TO

CALL OPTION AGREEMENT

AND

CUSTODY AGREEMENT

On December 17, 1996, there appeared:

Mr. José Said Saffie and Mr. José Antonio Garcés Silva, on behalf of Inversiones Freire Limitada (*Freire*) and Inversiones Freire Dos Limitada (*Freire Two*), both together also called the *Optionors* or the *Owners*, for purposes hereof, all domiciled, for these purposes, at Huérfanos 862, 6th floor, Santiago, Chile;

Mr. Rodrigo Romero Cabezas, on behalf of The Coca-Cola Company, Coca-Cola Interamerican Corporation and Coca-Cola de Argentina S.A., also together called the *Optionees*, for purposes hereof, all domiciled, for these purposes, at One Coca-Cola Plaza, N.W. Atlanta, Georgia, United States of America;

Mr. Francisco León Délano, on behalf of CITIBANK, N.A., also called the *Custodian* for purposes hereof, both domiciled, for these purposes, at Avenida Andrés Bello 2687, 7th floor, Santiago, Chile; and

Mr. José Said Saffie and Mr. José Antonio Garcés Silva, on behalf of Embotelladora Andina S.A., also called *Andina* or the *Issuer*, for the purposes hereof, all domiciled, for these purposes, at Avenida Andrés Bello 2687, 20th floor, Santiago, Chile,

who agree to the following:

FIRST: On September 5, 1996, the companies indicated in the preamble signed a Call Option Agreement and a Custody Agreement and now the parties intend to make certain amendments to those agreements in the terms set out herein.

SECOND: The parties, duly represented by the persons indicated at the beginning hereof, agree to amend the aforesaid Call Option Agreement in the following terms:

Section Eight (a) and (b) of the Option Agreement is amended, replacing such letters by the following:

"(a) If the Optionees or the Authorized Successors thereof transfer Andina Shares to third parties (other than their subsidiaries) and the direct result of such transfer is, within 30 days following the sale, that the Optionees or Authorized Successors thereof or subsidiaries thereof become owners, taken together, of (i) less than 15,660,000 common Shares before the Reclassification is made (or if the Reclassification has been made and an event occurs subsequent thereto as a result of which only common shares in Andina exist); or (ii) less than 15,660,000 Series A Shares in Andina, if the Reclassification has been made and the Andina Series A Shares continue to be issued and outstanding;

"(b) If the Optionors give written notice to the Optionees that the aggregate of the Andina Shares owned by the Optionees, the Authorized Successors thereof and the subsidiaries thereof has decreased to less than (i) 4% of the common Shares in Andina, if the Reclassification has not been made (or if the Reclassification has been made and an event occurs subsequent thereto as a result of which there are only common Shares in Andina); or

(ii) 4% of the Series A Shares in Andina, if the Reclassification has been made and the Series A Shares continue to be issued and outstanding. However, this event of termination will only apply if the Optionees, their Authorized Successors and subsidiaries do not increase as a whole the number of shares they own in Andina to at least 4% within one year following the date of receipt of such written notice."

THIRD: The parties, duly represented by the persons indicated at the beginning hereof, agree to amend the aforesaid Custody Agreement in the following terms: letters A, B and C of the Fee Schedule are replaced by the following:

A. The Owners shall pay the following fee to the Custodian for the services rendered under the Custody Agreement:

   "The Owners shall pay a fee that will be determined on the basis of the value of the shares in Custody at the close of each month. A rate of 0.02% (two per thousand) shall be applied on the average market value of the shares in custody, limited to an aggregate of US$10,000 (ten thousand United States of America dollars) annually.

   "The portfolio in custody will be appraised at the close of each month using the share closing price reported by the Santiago Stock Exchange

B. Such fee is payable monthly in arrears, within the first 10 business days following the month when the services are rendered. The Custodian shall, for that purpose, advise the Owners of the amounts accrued within the first five business days of each month.

C. The fee payable to the Custodian will be assessed by Value-Added Tax (VAT) prevailing on the invoice date, which will be payable by the Owners.

   "The Owners shall also be liable for any tax that may be assessed on such fee in the future and, in general, on the services hereunder."

FOURTH: All other parts of the Call Option Agreement and Custody Agreement indicated above remain unchanged and in full force.

José Said Saffie
José Antonio Garcés Silva
Inversiones Freire Limitada

Rodrigo Romero
The Coca-Cola Company

José Said Saffie
José Antonio Garcés Silva
Inversiones Freire Dos Limitada

Rodrigo Romero
Coca-Cola Interamerican Corporation

José Said Saffie

Rodrigo Romero

José Antonio Garcés Silva
Embotelladora Andina S.A.

Coca-Cola de Argentina S.A.

Francisco León Délano
Citibank, N.A.

José Said Saffie
José Antonio Garcés Silva
Inversiones Freire Limitada

Weldon Johnson
The Coca-Cola Company

José Said Saffie
José Antonio Garcés Silva
Inversiones Freire Dos Limitada

Weldon Johnson
Coca-Cola Interamerican Corporation

José Said Saffie
José Antonio Garcés Silva
Embotelladora Andina S.A.

Fernando Marín Díaz
Coca-Cola de Argentina S.A.

Diego Peralta Valenzuela
Citibank, N.A.

EXHIBIT 8.1

LIST OF SUBSIDIARIES

Subsidiaries	Jurisdiction
Embotelladora Andina Chile S.A.	Chile
Andina Inversiones Societarias S.A.	Chile
Andina Bottling Investments Dos S.A.	Chile
Andina Bottling Investments S.A.	Chile
Servicios Multivending Ltda.	Chile
Transportes Andina Refrescos Ltda.	Chile
Rio de Janeiro Refrescos Ltda.	Brazil
Embotelladora del Atlántico S.A.	Argentina
Abisa Corp.	British Virgin Islands

EXHIBIT 12.1

CERTIFICATION

I, Miguel Ángel Peirano R., certify that:

1. I have reviewed this annual report on Form 20-F of Embotelladora Andina S.A.;
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 company as of, and for, the periods presented in this report;
4. The company's other certifying officer 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 company 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 company, 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 in Chile;
   (c) Evaluated the effectiveness of the company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors:
   (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 company'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 company's internal control over financial reporting.

April 30, 2012

/s/ Miguel Ángel Peirano
Miguel Ángel Peirano
Chief Executive Officer

EXHIBIT 12.2

CERTIFICATION

I, Andrés Wainer A., certify that:

1. I have reviewed this annual report on Form 20-F of Embotelladora Andina S.A.;
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 company as of, and for, the periods presented in this report;
4. The company's other certifying officer 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 company 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 company, 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 in Chile;
   c) Evaluated the effectiveness of the company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors:

   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 company'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 company's internal control over financial reporting.

April 30, 2012

/s/ Andrés Wainer
Andrés Wainer
Chief Financial Officer

EXHIBIT 13.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
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 Embotelladora Andina S.A (the "Company") on Form 20-F for the fiscal year ended December 31, 2011, as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), I, Miguel Ángel Peirano, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) 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/MIGUEL ÁNGEL PEIRANO
Miguel Ángel Peirano
Chief Executive Officer
Embotelladora Andina S.A.
Dated: April 30, 2012

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 13.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER 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 Embotelladora Andina S.A. (the "Company") on Form 20-F for the fiscal year ended December 31, 2011, as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), I, Andrés Wainer, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) 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/ ANDRÉS WAINER
Andrés Wainer
Chief Financial Officer
Embotelladora Andina S.A.
Dated: April 30, 2012

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.