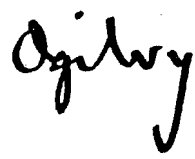


2008



Ogilvy Public Relations Worldwide

December 17, 2007

Ms. Caren Pasquale Seckler
Group Director – Diet Cola Brands
Coca-Cola North America
One Coca-Cola Plaza
Atlanta, Georgia 30313

Dear Ms. Pasquale Seckler:

This letter, when signed by you on behalf of the Diet Coke brand of the Coca-Cola North America division of The Coca-Cola Company (“COCA-COLA”) and by us, Ogilvy Public Relations Worldwide (“OGILVY”) on behalf of the National Heart, Lung, and Blood Institute (NHLBI), where indicated below (this “AGREEMENT”), will constitute the agreement between us concerning COCA-COLA’s sponsorship of *The Heart Truth’s* Road Show 2008 to be conducted in ten (10) mutually agreed U.S. cities between February and May 2008 (the “EVENT”).

1. The PROMOTION

The details of the EVENT and the responsibilities of both parties are set forth in this AGREEMENT. The term of this AGREEMENT shall begin upon signing and end June 30, 2008 (the “TERM”).

2. COCA-COLA’s Commitment

COCA-COLA agrees to pay OGILVY, on behalf of NHLBI, the sum of Proprietary Info Proprietary Info as full consideration for COCA-COLA’s rights and benefits as the sole sponsor of the EVENT. OGILVY will provide COCA-COLA an invoice upon execution of this AGREEMENT, and COCA-COLA will make payment in full on or before January 31, 2008.

COCA-COLA will also be responsible for any and all additional costs related to development and implementation of activities that it undertakes to leverage its association with the EVENT, such as but not exclusive to pre-event community influencer receptions.

3. Exclusivity

OGILVY represents that it has not granted, and agrees that it will not grant during the TERM, directly or indirectly, any rights in association with the EVENT to any non-alcoholic beverage or any manufacturer, marketer or distributor thereof (a “COCA-COLA COMPETITOR”), or approve of or acquiesce to any promotional or advertising campaign related to the EVENT conducted by, a COCA-COLA COMPETITOR. This exclusivity is specific to the EVENT and encompasses all campaign materials produced for the EVENT.

awareness efforts in the area of women's heart health. During the sweepstakes period, COCA-COLA may elect, at its option and in its sole discretion, to increase the amount of its potential maximum contribution and to communicate the terms of the additional contribution to the public. Within 30 days following the conclusion of the sweepstakes period, COCA-COLA will pay FNIH the contribution amount payable in accordance with the terms of the promotion. COCA-COLA is authorized to refer to FNIH and COCA-COLA's commitments to FNIH under this paragraph to promote and publicize the sweepstakes in all media, including digital media and the internet.

3. Exclusivity

OGILVY represents that it has not granted, and agrees that it will not grant during the TERM, directly or indirectly, any rights in association with the EVENT to any non-alcoholic beverage or any manufacturer, marketer or distributor thereof (a "COCA-COLA COMPETITOR"), or approve or acquiesce in any promotional or advertising campaign related to the EVENT conducted by, a COCA-COLA COMPETITOR. This exclusivity is specific to the EVENT and encompasses all campaign materials produced for the EVENT.

4. EVENT Overview

The Heart Truth, a national awareness campaign on women's heart health, is sponsored by NHLBI, part of the National Institutes of Health (NIH), U.S. Department of Health and Human Services (DHHS). The campaign is being conducted in partnership with: Office on Women's Health (DHHS); American Heart Association; WomenHeart: the National Coalition for Women with Heart Disease; and other organizations committed to women's health.

The centerpiece of *The Heart Truth* is the Red Dress, first introduced as the national symbol in 2002 at the campaign launch and then launched for women and heart disease awareness during Heart Month at Fashion Week in February 2003. The Red Dress reminds women of the need to protect their heart health and inspires them to take action.

The Heart Truth returned to Fashion Week in February 2004, 2005, 2006, and 2007 to debut its Red Dress Collection 2004, 2005, 2006, and 2007 respectively. Top designers, models, and celebrities have united on the runway to debut new collections of red dresses created exclusively for *The Heart Truth* and to raise awareness about the #1 killer of women.

The Heart Truth's Red Dress will return to Mercedes-Benz Fashion Week in New York at Bryant Park from February 1 - 8, 2008. The Red Dress Collection 2008 Fashion Show will take place on National Wear Red Day – Friday, February 1st, (date and time pending final negotiations with IMG Fashion/7th on Sixth) and will include celebrated women modeling a new line of dresses designed exclusively for *The Heart Truth/Red Dress Collection 2008*. Extensive media relations and marketing activities to promote the campaign's messages and the support of sponsors will take place.

The Heart Truth exhibit will be active throughout the entire Mercedes-Benz Fashion Week from February 1 - 8, and will be hosted and created by NHLBI, with recognition of PROMOTION

presenting sponsor COCA-COLA and national sponsors Johnson & Johnson and Swarovski. NHLBI will determine the look and feel of the exhibit to provide for appropriate representation of their national awareness campaign. The exhibit will include signage recognizing sponsors, imagery representing *The Heart Truth*, and a selection of dresses from Red Dress Collection 2008.

5. Terms of EVENT Sponsorship

The following outlines roles and responsibilities for OGILVY and COCA-COLA for the TERM of this AGREEMENT. OGILVY will ensure delivery of benefits itemized below, including:

Red Dress Collection 2008 Presenting Sponsor benefits:

- OGILVY will make good faith efforts to include and promote COCA-COLA's Red Dress Program (including the www.mycokerewards.com sweepstakes) whenever and wherever possible.
- Naming rights as the sole Presenting Sponsor of the EVENT. OGILVY hereby grants COCA-COLA a royalty-free license, right and permission to use the name, marks and imagery of the EVENT (including video and audio footage taken at the EVENT that includes recognition of *The Heart Truth's* Red Dress Collection) throughout the TERM for commercial purposes throughout the world in any media on COCA-COLA's products and packaging, wherever sold or served; on or in conjunction with advertising, public relations activities, promotions, and promotional materials; and on premiums. COCA-COLA may activate all rights granted to it under this AGREEMENT through all media, including digital media and the internet. COCA-COLA may conduct marketing programs, promotions and other activities with third parties using the marks and imagery of the EVENT and the third party's marks, provided that the programs, promotions and other activities are executed through customary marketing channels for COCA-COLA's products and are perceived from a consumer's perspective as a COCA-COLA program, promotion or activity and that such third parties are not held out as sponsors of the EVENT.
- Access to photographs, videotape and other imagery of the EVENT owned or controlled by OGILVY or NHLBI for use by COCA-COLA in COCA-COLA's advertising, promotional, publicity and public relations activities around the EVENT during the TERM. OGILVY will provide all rights, clearances, and permissions at no additional cost to COCA-COLA necessary for COCA-COLA for these purposes.
- OGILVY will provide COCA-COLA with pre-approved audio/video footage and still photographs of the EVENT for COCA-COLA'S use only in COCA-COLA'S promotion of *The Heart Truth*.
- Category exclusivity (non-alcoholic beverages). COCA-COLA will receive the highest level of sponsorship rights and the greatest level of visibility in association with the EVENT.
- In-venue visibility via logo/name inclusion at Red Dress Collection 2008, including signage at the entrance of the "Tent" venue at Bryant Park, recognition on pre-show slide visuals.

- Logo and name signage in prominent position of the campaign's booth exhibit in the front lobby of Bryant Park for the duration of Mercedes-Benz Fashion Week in connection with *The Heart Truth's* Red Dress Collection.
- Opportunity for sampling and merchandising under Bryant Park tents in association with Red Dress Collection for duration of Fashion Week (details pending NHLBI and IMG Fashion approval of the footprint and timing of the booth exhibit).
- Opportunity for sampling and merchandising backstage with celebrities and designers.
- Logo/name inclusion on Red Dress Collection collateral materials (invitation, gift bags, press releases, and event programs).
- Expanded Red Dress media relations program for celebrity spokesperson, such as Diet Coke branded press area backstage, if COCA-COLA secures the services of a celebrity for use in connection with the EVENT.
- Permission to feature a COCA-COLA celebrity spokesperson in the EVENT wearing a red dress selected by COCA-COLA and NHLBI/*The Heart Truth*, and permission to feature such celebrity in association with the EVENT and in other NHLBI-related activities under the MOU, including without limitation promotional activities featuring the celebrity spokesperson wearing her red dress from the EVENT at the Academy Awards and in connection with the sweepstakes described in Section 2 above.
- 125 complimentary tickets for guests of Coca-Cola, such as VIPs, employees, and consumer winners.
- OGILVY controls a VIP Lounge (location/timing TBD) that is used for pre-show preparations and sponsor events. COCA-COLA will appear on all sponsor signage in the VIP Lounge in a prominent manner commensurate with its Presenting Sponsor status. OGILVY will inform COCA-COLA of its designated area so that COCA-COLA may utilize such space for a function or event if it so desires and at its own expense.
- Access to preferred pricing for expanded IMG Fashion sponsorships for Mercedes-Benz Fashion Week.
- Access to *The Heart Truth* and Red Dress name and/or logo and the names and logos associated with the EVENT for promotional, product, and publicity materials and advertising related to the EVENT.
- Name inclusion in *The Heart Truth's* media outreach to national fashion, consumer, lifestyle and health media (release, advisory, etc.)
- Access to the official press list for Mercedes-Benz Fashion Week.
- Inclusion of corporate statement (on sponsor fact sheet in EVENT press kits).
- Opportunity to include item in attendee gift bags.
- Logo/name visibility in Fashion Week official program ad for Red Dress Collection distributed to 100,000+ influencer attendees.
- Opportunity for corporate representative at Red Dress Collection 2008 to provide sound bite for inclusion in NHLBI's electronic media promotion (e.g. a satellite media tour).
- One-time access to mailing list of designers and celebrities to send gifts or other promotional material (after the event).
- Assistance from Ogilvy in adapting *The Heart Truth* campaign materials for distribution, including Red Dress visuals and any brand-appropriate activation.

- Assistance with extension of sponsorship to retailer and employee promotions, including access to 2008 designer Red Dress Collection.

COCA-COLA will:

- Specify *The Heart Truth* and its Red Dress name and/or logo, along with acknowledgement of campaign sponsor the National Heart, Lung, and Blood Institute, in any and all promotional, product, and publicity materials and advertising related to the EVENT. (Ogilvy will provide COCA-COLA with logo and message guidelines, as well as assistance on incorporating such acknowledgement into materials specific to the EVENT.)
- Provide products for gift bags, *The Heart Truth* booth, and for designer/celebrity gifts (as and to the extent desired by COCA-COLA).
- Provide all necessary artwork and logos for appropriate recognition of sponsorship.

Additional Guidelines:

- COCA-COLA will submit to OGILVY all creative materials, press releases, and promotional products related to the EVENT or the Red Dress for approval on behalf of NHLBI or FNIH, as the case may be. Ogilvy will respond within five (5) days of receipt of such materials for approval.
- OGILVY will submit to COCA-COLA for its prior written approval (which may be by email) all creative materials, press releases, collateral materials, signage, and other items using trademarks or other intellectual property owned by or licensed to COCA-COLA. COCA-COLA will respond within five (5) days of receipt of such materials.
- COCA-COLA communication materials surrounding the EVENT and the Red Dress Program will not imply any product endorsement by DHHS, NIH, or NHLBI. Participation in the EVENT and SWEEPSTAKES cannot be used to imply endorsement of any product or service by NHLBI/NIH/DHHS. Campaign messages placed on product packaging and promotional activities for consumers or company employees cannot be used to endorse or imply endorsement of the product or service and must be clearly specific to the dissemination of health information. Major communication material(s) produced that include campaign messages or imagery will include a disclaimer that states the DHHS, NHLBI, and NIH do not endorse any product, service, or activity of the corporate partner, except in the cases where space constraints do not allow for the inclusion of such disclaimer.
- Should COCA-COLA wish to include a fundraising or cause-marketing component in its program, Ogilvy can provide COCA-COLA with guidance on options for nonprofit partners, such as the NIH Foundation.
- OGILVY, on behalf of NHLBI, will provide COCA-COLA with the right of first refusal for additional *The Heart Truth* sponsorship opportunities at February's Mercedes-Benz Fashion Week at the presenting sponsor level. Should current national sponsors Johnson & Johnson and affiliated companies or Swarovski decline future sponsorships at their existing levels, COCA-COLA will also have the right of first refusal to assume sole sponsorship of the EVENT.

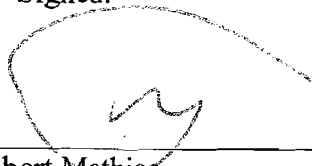
6. Representations, Warranties, and Indemnities.

- Each of the signatories to this letter agreement represents and warrants to the other signatories that (i) it has the necessary power and authority to enter into this letter agreement and the MOU (and, in the case of OGILVY, that it has all necessary right, power and authority to act on behalf of and bind NHLBI, DHHS, and NIH), (ii) OGILVY and NHLBI will perform their respective obligations under this AGREEMENT and the MOU in a thorough, competent, and workmanlike fashion, and (iii) no materials, goods, services, trademarks, logos, or other intellectual property supplied by OGILVY, NHLBI, or their affiliates for use in or in connection with the EVENT, the SWEEPSTAKES or the MOU will violate any laws, rules or regulations (including those relating to consumer health and safety) or infringe upon or violate any rights of any third party, including without limitation copyrights, patents, trademarks, or personal rights (including civil rights and rights of privacy or publicity).
- OGILVY will indemnify, defend, and hold harmless COCA-COLA and its affiliates and licensed bottlers and their respective officers, directors, employees, agents, nominees, successors, licensees and assigns (the "COCA-COLA INDEMNIFIED PARTIES") from and against any and all liabilities, damages, claims, suits, judgments, penalties, costs and expenses (including reasonable counsel fees) that may be obtained against, imposed upon, accrued against or suffered by any of the COCA-COLA INDEMNIFIED PARTIES as a result of or arising out of: (i) the breach or alleged breach of any of OGILVY'S representations, warranties or covenants contained in this letter agreement, (ii) the negligent or willful acts or omissions of OGILVY or NHLBI or any of their respective subcontractors or any of their respective officers, directors, employees or agents in connection with the EVENT or the SWEEPSTAKES or in connection with activities under the MOU, or (iii) bodily injury, personal injury or property damage in connection with the EVENT, unless caused by the negligent or willful acts or omissions of COCA-COLA or any of its subcontractors or any of their respective officers, directors, employees or agents.
- Company will indemnify, defend, and hold harmless OGILVY, the NHLBI and their respective affiliates, officers, directors, employees, agents, nominees, successors, licensees and assigns (the "OGILVY INDEMNIFIED PARTIES") from and against any and all liabilities, damages, claims, suits, judgments, penalties, costs and expenses (including reasonable counsel fees) that may be obtained against, imposed upon, accrued against or suffered by any of the OGILVY INDEMNIFIED PARTIES as a result of or arising out of: (i) COCA-COLA'S breach or alleged breach of any of its representations, warranties or covenants contained in this letter agreement, or (ii) the negligent or willful acts or omissions of COCA-COLA or any of its subcontractors or any of their respective officers, directors, employees or agents in connection with the EVENT or the SWEEPSTAKES or in connection with activities under the MOU.


party entitled to the benefit thereof only in a writing executed by the party against whom such waiver is sought to be enforced. No waiver shall be deemed a waiver of any other provision of this AGREEMENT, and no waiver of a breach hereunder shall be deemed a waiver of any other or subsequent breach of this AGREEMENT. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

This AGREEMENT is effective as of the date written above.

Signed:



Robert Mathias
Managing Director
Ogilvy Public Relations Worldwide
On behalf of NHLBI, DHHS, and NIH



CPS
Caren Pasquale-Seckler
Group Director - Diet Cola Brands
Coca-Cola North America

William Kelly
SVP, Marketing - Coke TM