

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934  
(AMENDMENT NO. 8)  
(INCLUDING A RESTATEMENT OF SCHEDULE 13G  
AND AMENDMENT NOS. 1 THROUGH 7 THERETO)

COCA-COLA ENTERPRISES INC.  
(Name of Issuer)

COMMON STOCK, PAR VALUE \$1.00 PER SHARE  
(Title of Class of Securities)

191219 10 4  
(CUSIP Number)

Check the following box if a fee is being paid with the statement [ ]. (A fee is not required only if the filing person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on the following pages)

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- |   |   |
|---|---|
| 1   | NAME OF REPORTING PERSON<br>S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON |
|   | THE COCA-COLA COMPANY<br>E.I.D. 58-0628456                                    |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*                             |
|   | (a)   |
|   | (b)   |
| 3   | SEC USE ONLY  |
| 4   | CITIZENSHIP OR PLACE OF ORGANIZATION  |
|   | Delaware  |
| NUMBER OF<br>SHARES                           | 5          SOLE VOTING POWER  |
|   | 168,956,718    (See Attachment A, Note 1)                                     |
| BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING | 6          SHARED VOTING POWER  |
|   | N/A   |
|   | 7          SOLE DISPOSITIVE POWER   |
|   | 168,956,718    (See Attachment A, Note 1)                                     |
| PERSON<br>WITH                                | 8          SHARED DISPOSITIVE POWER   |

N/A

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
168,956,718 (See Attachment A, Note 1)

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES\*

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)  
37.9579 (See Attachment A, Note 1)

12 TYPE OF REPORTING PERSON\*  
CO

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  
BOTTLING INVESTMENTS CORPORATION

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)  
(b)

3 SEC USE ONLY

4 CITIZENSHIP OR PLACE OF ORGANIZATION  
Delaware

NUMBER OF SHARES	5	SOLE VOTING POWER
		166,993,038 (See Attachment A, Note 2)
BENEFICIALLY OWNED BY EACH REPORTING PERSON	6	SHARED VOTING POWER
		N/A
	7	SOLE DISPOSITIVE POWER
		166,993,038 (See Attachment A, Note 2)
PERSON WITH	8	SHARED DISPOSITIVE POWER
		N/A

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
166,993,038 (See Attachment A, Note 2)

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES\*

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)  
37.4530 (See Attachment A, Note 2)

12 TYPE OF REPORTING PERSON\*  
CO

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  
ACCBC HOLDING COMPANY

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)  
(b)

3 SEC USE ONLY

4 CITIZENSHIP OR PLACE OF ORGANIZATION  
Delaware

NUMBER OF SHARES	5	SOLE VOTING POWER 41,400,093 (See Attachment A, Note 2)
BENEFICIALLY OWNED BY EACH REPORTING	6	SHARED VOTING POWER N/A
	7	SOLE DISPOSITIVE POWER 41,400,093 (See Attachment A, Note 2)
PERSON WITH	8	SHARED DISPOSITIVE POWER N/A

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
41,400,093 (See Attachment A, Note 2)

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES\*

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)  
9.3010 (See Attachment A, Note 2)

12 TYPE OF REPORTING PERSON\*  
CO

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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SCHEDULE 13G - AMENDMENT NO. 8, DATED FEBRUARY 14, 2002, FILED WITH THE  
COMMISSION ON FEBRUARY 14, 2002

Attachment A is hereby amended by deleting the existing disclosure and  
substituting the following therefor:

ATTACHMENT A

NOTE 1:  
- -----

1,963,680	Shares owned directly by The Coca-Cola Company.
125,592,945	Shares owned by Bottling Investments Corporation, a wholly owned subsidiary of The Coca-Cola Company.
41,400,093	Shares owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments Corporation.

NOTE 2:  
- -----

125,592,945 Shares owned directly by Bottling Investments Corporation.

41,400,093 Shares owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments Corporation.

See Note 1 above with respect to the beneficial ownership of Common Stock by Bottling Investments Corporation and ACCBC Holding Company.

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ITEM 1(a) NAME OF ISSUER

COCA-COLA ENTERPRISES INC.

ITEM 1(b) ADDRESS OF ISSUER'S PRINCIPAL EXECUTIVE OFFICES

Item 1(b) is hereby amended to read as follows:

2500 Windy Ridge Parkway  
Atlanta, Georgia 30339

ITEM 2(a) NAME OF PERSON FILING

This Schedule 13G is filed on behalf of The Coca-Cola Company, Coca-Cola Bottling Enterprises, Inc. and ACCBC Holding Company.

SCHEDULE 13G - AMENDMENT NO. 5, DATED JANUARY 3, 1991, FILED WITH THE COMMISSION ON JANUARY 4, 1991

This Item is amended to read as follows:

This Schedule 13G is filed on behalf of The Coca-Cola Company, Bottling Investments Corporation (formerly Coca-Cola Bottling Enterprises, Inc.) and ACCBC Holding Company.

Item 2(b) ADDRESS OF PRINCIPAL BUSINESS OFFICE

Item 2(b) is hereby amended to read as follows:

2500 Windy Ridge Parkway  
Atlanta, Georgia 30339

Item 2(c) CITIZENSHIP

Delaware

Item 2(d). TITLE OF CLASS OF SECURITIES

Common Stock, \$1.00 par value

Item 2(e). CUSIP NUMBER

191219 10 4

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Item 3 IF THIS STATEMENT IS FILED PURSUANT TO RULES 13d-1(b), CHECK WHETHER THE PERSON FILING IS A:

N/A

Item 4. OWNERSHIP

SCHEDULE 13G [INITIAL FILING], DATED FEBRUARY 11, 1987, FILED WITH THE COMMISSION ON FEBRUARY 12, 1987

See cover pages and Attachment A.

SCHEDULE 13G - AMENDMENT NO. 1, DATED DECEMBER 22, 1988, FILED WITH THE COMMISSION ON DECEMBER 23, 1988

Item 4 is hereby amended by deleting the existing disclosure and substituting the following therefor:

- (a) Amount Beneficially Owned:  
63,300,000 shares (See Attachment B)
- (b) Percent of Class:  
Approximately 47.56% (See Attachment B)
- (c) Number of Shares as to which such person has (See Attachment B):
  - (1) sole power to vote or to direct the vote:  
63,300,000 shares
  - (2) shared power to vote or to direct the vote:  
None
  - (3) sole power to dispose of or to direct the disposition of:  
63,300,000 shares
  - (4) shared power to dispose of or to direct the disposition of:  
None

On December 22, 1988, The Coca-Cola Company and Coca-Cola Enterprises Inc. ("CCE") entered into an Agreement (the "Agreement") with respect to the repurchase by CCE of shares of Common Stock, par

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SCHEDULE 13G - AMENDMENT NO. 1, DATED DECEMBER 22, 1988, FILED WITH THE COMMISSION ON DECEMBER 23, 1988

value \$1.00 per share (the "Common Stock"), of CCE from KO and its subsidiaries (the "Holders") in connection with a share repurchase program for up to 25,000,000 shares of Common Stock to be undertaken by CCE (the "Repurchase Program").

CCE states in the Agreement its intent to repurchase in December 1988 from the Holders an aggregate of up to but not more than 8,000,000 shares of Common Stock, on the fourth business day after notice is given by CCE (the date of notice to be determined by CCE in its discretion) at a price per share equal to the average of the high and low sale prices of the Common Stock on the New York Stock Exchange on the five full trading days immediately preceding the date on which The Coca-Cola Company receives such notice from CCE. The Agreement further provides that CCE shall not be obligated to repurchase any shares of Common Stock unless and until it provides the aforesaid notice to The Coca-Cola Company. CCE has notified The Coca-Cola Company of its intention to purchase 5,300,000 shares (the "Initial Shares") of Common Stock from The Coca-Cola Company in 1988 at a repurchase price, calculated in accordance with the Agreement, of \$14.5375 per share. Of the Initial Shares, 2,790,450 shares will be sold by ACCBC Holding Company, an indirect wholly owned subsidiary of The Coca-Cola Company and a direct subsidiary of Bottling Investments Corporation, and 2,509,550 shares will be sold by Bottling Investments Corporation, a direct wholly owned subsidiary of The Coca-Cola Company.

The Agreement contemplates that following the repurchase of the Initial Shares, CCE shall continue the Repurchase Program at least until the Holders are restored to an aggregate 49% ownership interest in CCE, unless CCE receives advice of its counsel that it is legally prohibited from continuing the Repurchase Program or unless the continuance of the Repurchase Program would violate any fiduciary duty of CCE. However, CCE is prohibited under the Agreement from repurchasing that number of shares from the public which would cause the Holders to own, in the aggregate at any time, 50% or more of the outstanding common shares of CCE.

The purchase price for the Initial Shares is subject to upward or

downward adjustment based on the aggregate purchase price, net of commissions, paid by CCE for that number of shares of Common Stock purchased by CCE from stockholders (other than shares repurchased from the Holders pursuant to the Agreement) equal to the number of Initial Shares (the "Initial Public Shares"). Within five business days after the date upon which CCE shall have acquired from stockholders other than the Holders a number of shares equal to the number of Initial Shares, the difference between the aggregate purchase price for the Initial Shares and the aggregate purchase price, net of commissions, for the Initial Public Shares shall be paid by CCE to The Coca-Cola Company if the purchase price for the Initial Public Shares is greater than the purchase price for the Initial Shares, or by The Coca-Cola Company to CCE if the purchase price for the Initial Shares is greater than the

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SCHEDULE 13G - AMENDMENT NO. 1, DATED DECEMBER 22, 1988, FILED WITH THE COMMISSION ON DECEMBER 23, 1988

purchase price for the Initial Public Shares. If CCE has not purchased the Initial Public Shares by December 31, 1989, then the adjusting payment shall be calculated based upon the weighted average purchase price, net of commissions, paid by CCE to stockholders other than the Holders for the purchase of Common Stock in December 1988 and calendar year 1989, provided that CCE shall, by December 31, 1989, have purchased sufficient shares of Common Stock to restore the Holders to an aggregate 49% ownership interest in CCE. If CCE shall not have acquired such number of shares, then the adjusting payment shall be made when CCE does purchase a sufficient number of shares of Common Stock to restore the Holders to such 49% ownership interest, at the weighted average price per share, net of commissions, paid by CCE for such shares. If, prior to making the adjusting payment, CCE shall determine in good faith in accordance with standards set forth in the Agreement that it is prudent to terminate the Repurchase Program, it shall provide written notice to The Coca-Cola Company and the adjusting payment shall be calculated based upon the weighted average purchase price, net of commissions, paid by CCE to stockholders other than the Holders for the purchase of Common Stock, provided that if CCE shall have purchased fewer than 2,000,000 shares of Common Stock from stockholders other than the Holders, then the adjusting payment shall be made only with respect to that number of the Initial Shares equal to the number of shares purchased from stockholders other than the Holders.

The Agreement further provides that interest on any adjusting payment shall be paid at a rate equal to the 30-day composite AA commercial paper rate, from the date of the December 1988 repurchase of the Initial Shares through the date preceding the date such adjusting payment is made. Such interest rate shall initially be the rate released by the Federal Reserve Board on December 29, 1988 and shall be adjusted thereafter on the first business day of each calendar month, prospectively, based on the rate released by the Federal Reserve Board on such day.

The Agreement further provides that in the event CCE repurchases from stockholders other than the Holders that number of shares of Common Stock which causes the Holders to own, in the aggregate, more than 49% of the then outstanding shares of Common Stock, then CCE shall be obligated to repurchase additional shares of Common Stock from the Holders equal to that number of shares of Common Stock which shall restore the Holders to a 49% aggregate ownership interest in CCE, at per share prices equal to the weighted average price (less commissions) paid under the Repurchase Program for the shares which cause the ownership interest of the Holders to exceed 49%. CCE is obligated under the Agreement to give written notice to The Coca-Cola Company at the close of the first business day after the last business day of each week during the term of the Repurchase Program, and at the close of business on the second day preceding the last business day in each of calendar years 1988, 1989 and 1990, of the number of shares of Common Stock repurchased pursuant to the Repurchase Program through such date.

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SCHEDULE 13G - AMENDMENT NO. 1, DATED DECEMBER 22, 1988, FILED WITH THE COMMISSION ON DECEMBER 23, 1988

ATTACHMENT B

Number of Shares Beneficially Owned:	63,300,000:
2,607,139	shares owned directly by The Coca-Cola Company
45,098,542	shares directly owned by Bottling Investments

Corporation, a wholly owned subsidiary of The  
Coca-Cola Company

15,594,319 shares directly owned by ACCBC Holding Company,  
a wholly owned subsidiary of Bottling  
Investments Corporation

As noted above in Item 4, Bottling Investments Corporation has agreed to sell 2,509,550 shares and ACCBC Holding Company has agreed to sell 2,790,450 shares of Common Stock of Coca-Cola Enterprises Inc. ("CCE") on December 29, 1988. The foregoing share amounts and percentages reflect such repurchases by CCE. Prior to such repurchases, the aggregate amount of shares beneficially owned by The Coca-Cola Company was 68,600,000 shares, or 49.57 % of the shares of Common Stock outstanding prior to such repurchase.

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SCHEDULE 13G - AMENDMENT NO. 2, DATED OCTOBER 12, 1989, FILED WITH THE  
COMMISSION ON OCTOBER 13, 1989

Item 4 is hereby amended by deleting the existing disclosure and substituting the following therefor:

- (a) Amount Beneficially Owned:
- 63,180,815 shares of Common Stock, par value \$1.00 per share  
(See Attachment B)
- (b) Percent of Class:
- Approximately 49.0% (based on 128,940,439 outstanding shares  
of Common Stock at October 6, 1989)
- (c) Number of Shares as to which such person has (See Attachment B):
- (1) sole power to vote or to direct the vote:
- 63,180,815 shares
- (2) shared power to vote or to direct the vote:
- None
- (3) sole power to dispose of or to direct the disposition  
of:
- 63,180,815 shares
- (4) shared power to dispose of or to direct the  
disposition of:
- None

As previously reported, on December 22, 1988, The Coca-Cola Company and Coca-Cola Enterprises Inc. ("CCE") entered into an Agreement (the "Agreement") with respect to the repurchase by CCE of shares of Common Stock, par value \$1.00 per share (the "Common Stock"), of CCE from The Coca-Cola Company and subsidiaries of The Coca-Cola Company (collectively, the "Holders") in connection with an issuer share repurchase program (the "Repurchase Program") for up to 25,000,000 shares of Common Stock. Under the Agreement, CCE is obligated to repurchase, from time to time, additional shares of Common Stock from the Holders to restore the Holders to a 49% aggregate ownership interest in CCE when, as a result of repurchases under the Repurchase Program, the Holders own, in the aggregate, more than 49% of the outstanding shares of Common Stock. The Agreement provides that such repurchases from Holders shall be at a per share price equal to the weighted average price (less commissions) paid under the Repurchase Program for the shares which caused the ownership interest of the Holders to exceed 49%.

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SCHEDULE 13G - AMENDMENT NO. 2, DATED OCTOBER 12, 1989, FILED WITH THE  
COMMISSION ON OCTOBER 13, 1989

Pursuant to the foregoing provisions of the Agreement, on October 12, 1989, CCE repurchased an aggregate of 119,185 shares of Common Stock from ACCBC Holding Company for a per share price of \$17.82. Furthermore, it is

anticipated that CCE will make further repurchases of shares of Common Stock from the Holders, pursuant to the Agreement, on a weekly basis as required to maintain the Holders' 49% aggregate ownership interest in CCE.

ATTACHMENT B

Number of Shares Beneficially Owned: 63,180,815:

2,607,139	shares owned directly by The Coca-Cola Company
45,098,542	shares directly owned by Bottling Investments Corporation, a wholly owned subsidiary of The Coca-Cola Company
15,475,134	shares directly owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments Corporation

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SCHEDULE 13G - AMENDMENT NO. 3, DATED NOVEMBER 7, 1989, FILED WITH THE COMMISSION ON NOVEMBER 8, 1989

Item 4 is hereby amended by deleting the existing disclosure and substituting the following therefor:

- (a) Amount Beneficially Owned:  
61,852,339 shares of Common Stock, par value \$1.00 per share (See Attachment B)
- (b) Percent of Class:  
Approximately 49%
- (c) Number of Shares as to which such person has (See Attachment B):
  - (1) sole power to vote or to direct the vote:  
61,852,339 shares
  - (2) shared power to vote or to direct the vote:  
None
  - (3) sole power to dispose of or to direct the disposition of:  
61,852,339 shares
  - (4) shared power to dispose of or to direct the disposition of:  
None

On November 1, 1989, Coca-Cola Enterprises Inc. ("CCE") paid \$12,736,364.99 to The Coca-Cola Company, representing the Adjusting Payment required under Section 1(f) of the agreement (the "Agreement") dated December 22, 1988 between The Coca-Cola Company and CCE with respect to the repurchase by CCE of shares of Common Stock, par value \$1.00 per share (the "Common Stock"), of CCE from The Coca-Cola Company and subsidiaries of The Coca-Cola Company (collectively, the "Holders") in connection with an issuer share repurchase program (the "Repurchase Program") for up to 25,000,000 shares of Common Stock. A copy of the Agreement was filed as Exhibit A to Amendment No. 1 to this Schedule 13G. The Adjusting Payment represents the difference between the amount previously paid to The Coca-Cola Company for the 5,300,000 shares purchased from the Holders on December 29, 1989 and the aggregate purchase price, net of commissions, for the initial 5,300,000 shares of Common Stock acquired (other than from the Holders) in the Repurchase Program, plus interest. As a result of the Adjusting Payment, the price

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SCHEDULE 13G - AMENDMENT NO. 3, DATED NOVEMBER 7, 1989, FILED WITH THE



per share paid by CCE for the initial 5,300,00 shares of Common Stock acquired from the Holders was \$16 94.

The Agreement provides that CCE is obligated to repurchase, from time to time, additional shares of Common Stock from the Holders to restore the Holders to an aggregate 49% ownership interest in CCE when, as a result of repurchases under the Repurchase program, the Holders own, in the aggregate, more than 49% of the outstanding shares of Common Stock. Pursuant to such provisions of the Agreement, since October 12, 1989, the date of the last Amendment to this Schedule 13G, CCE has purchased an aggregate of 1,328,476 shares of Common Stock from the Holders (650,066 shares from Bottling Investments Corporation and 678,410 shares from The Coca-Cola Company). Furthermore, it is anticipated that CCE will make further repurchases of shares of Common Stock from the Holders, pursuant to the Agreement, on a weekly basis as required to maintain the Holders' 49% aggregate ownership interest in CCE.

ATTACHMENT B

Number of Shares Beneficially Owned: 61,852,339:

1,928,729	shares owned directly by The Coca-Cola Company
44,448,476	shares directly owned by Bottling Investments Corporation, a wholly owned subsidiary of The Coca-Cola Company
15,475,134	shares directly owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments Corporation

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SCHEDULE 13G - AMENDMENT NO. 4, DATED FEBRUARY 6, 1990, FILED WITH THE COMMISSION ON FEBRUARY 8, 1990

Item 4 is hereby amended by deleting the existing disclosure and substituting the following therefore:

(a) Amount Beneficially Owned:

60,292,616 shares of Common Stock, par value \$1.00 per share  
(See Attachment B)

(b) Percent of Class:

Approximately 49%

(c) Number of Shares as to which such person has: (see Attachment B)

(1) sole power to vote or direct the vote:

60,292,616 shares

(2) shared power to vote or to direct the vote:

None

(3) sole power to dispose of or to direct the disposition of:

60,292,616 shares

(4) shared power to dispose of or to direct the disposition of:

None

ATTACHMENT B

Number of Shares Beneficially Owned: 60,292,616:

1,293,278 shares owned directly by The Coca-Cola Company

44,422,054 shares directly owned by Bottling Investments Corporation, a wholly owned subsidiary of The Coca-Cola Company

14,577,284 shares directly owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments Corporation

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SCHEDULE 13G - AMENDMENT NO. 4, DATED FEBRUARY 6, 1990, FILED WITH THE COMMISSION ON FEBRUARY 8, 1990

As previously stated in Amendment No. 3, pursuant to an agreement between The Coca-Cola Company (the "Company") and Coca-Cola Enterprises Inc. ("CCE") with respect to CCE's share repurchase program (the "Agreement"), CCE is obligated to repurchase additional shares of Common Stock from The Coca-Cola Company and certain of its subsidiaries (the "Holders") in order to restore the Holders to an aggregate ownership of 49% interest in CCE. Pursuant to the provisions of the Agreement, since November 7, 1989, the date of the last Amendment to this Schedule 13G, CCE has purchased an aggregate of 1,559,723 shares of Common Stock from the Holders (which number includes 635,451 shares from The Coca-Cola Company, 26,422 shares from Bottling Investments Corporation and 897,850 shares from ACCBC Holding Company). It is anticipated that CCE will continue to make further repurchases of shares of Common Stock from the Holders throughout 1990, on a weekly basis as required to maintain the Holders' 49% aggregate ownership interest in CCE.

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SCHEDULE 13G - AMENDMENT NO. 5, DATED JANUARY 3, 1991, FILED WITH THE COMMISSION ON JANUARY 4, 1991

Item 4 is hereby amended by deleting the existing disclosure and substituting the following therefore:

- (a) Amount Beneficially Owned:
- 56,269,014 shares of Common Stock, par value \$1.00 per share (See Attachment B)
- (b) Percent of Class:
- Approximately 49.0%
- (c) Number of Shares as to which such person has: (see Attachment B)
- (1) sole power to vote or to direct the vote:
- 56,269,014 shares
- (2) shared power to vote or to direct the vote:
- None
- (3) sole power to dispose of or to direct the disposition of:
- 56,269,014 shares
- (4) shared power to dispose of or to direct the disposition of:
- None

ATTACHMENT B

Number of Shares Beneficially Owned: 56,269,014

604,668	shares owned directly by The Coca-Cola Company
1,864,315	shares directly owned by Bottling Investments Corporation, a wholly owned subsidiary of The Coca-Cola Company
13,800,031	shares directly owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments Corporation

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SCHEDULE 13G - AMENDMENT NO. 5, DATED JANUARY 3, 1991, FILED WITH THE COMMISSION ON JANUARY 4, 1991

As previously stated in Amendment No. 4, pursuant to an agreement between The Coca-Cola Company (the "Company") and Coca-Cola Enterprises Inc. ("CCE") with respect to CCE's share repurchase program (the "Agreement"), CCE was obligated weekly, after making repurchases from persons other than The Coca-Cola Company and certain of its subsidiaries (the "Holders") to repurchase additional shares of Common Stock from the Holders in order to restore the Holders to an aggregate ownership interest of 49% in CCE. Pursuant to the provisions of the Agreement, since February 6, 1990, the date of the last Amendment to this Schedule 13G, CCE has purchased an aggregate of 3,419,662 shares of Common Stock from the Holders (which number includes 380,086 shares from The Coca-Cola Company, 2,262,323 shares from Bottling Investments Corporation and 777,253 shares from ACCBC Holding Company). Repurchases from the Company under this Agreement have been completed.

As of January 1, 1991, The Coca-Cola Company and CCE entered into an Agreement (the "New Agreement") with respect to the repurchase by CCE of shares of Common Stock, par value \$1.00 per share (the "Common Stock"), of CCE from the Holders in connection with a share repurchase program for up to 15,000,000 shares of Common Stock to be undertaken by CCE (the "New Repurchase Program").

The New Agreement provides that, during the term of the New Repurchase Program, in the event CCE repurchases from stockholders other than the Holders a number of shares of Common Stock which causes the Holders to own, in the aggregate, more than 49% of the then outstanding shares of Common Stock, then CCE shall be obligated to repurchase additional shares of Common Stock from the Holders equal to that number of shares of Common Stock which shall restore the Holders to a 49% aggregate ownership interest in CCE, at per share prices equal to the weighted average price (less commissions) paid for the shares which cause the ownership interest of the Holders to exceed 49%. CCE is obligated under the New Agreement to give written notice to The Coca-Cola Company at the close of the first business day after the last business day of each week during the term of the New Repurchase Program, and at the close of business on the second day preceding the last business day in each calendar year during the term of the New Repurchase Program of the number of shares of Common Stock which shall be repurchased from the Holders in order to restore them to an aggregate 49% ownership interest in CCE. Such repurchase shall close on the third business day of such week or, if applicable, on the last business day of the calendar year. CCE is prohibited under the New Agreement from repurchasing that number of shares from the public which would cause the Holders to own, in the aggregate at any time, 50% or more of the outstanding common shares of CCE.

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SCHEDULE 13G - AMENDMENT NO. 6, DATED SEPTEMBER 6, 1991, FILED WITH THE COMMISSION ON SEPTEMBER 6, 1991

Item 4 is amended and supplemented by adding to the information previously filed under this item the following:

On August 27, 1991, The Coca-Cola Company agreed with Johnston Coca-Cola Bottling Group, Inc. ("Johnston") that it would recommend to the Board of Directors of Coca-Cola Enterprises Inc. ("CCE") a transaction in which Johnston would be acquired by CCE in exchange for 30,000,000 newly issued shares of CCE common stock. Because The Coca-Cola Company owns approximately 20% of the common stock of Johnston, in addition to its

ownership of 49% of the common stock of CCE, The Coca-Cola Company recommended the formation of a special committee of directors not affiliated with The Coca-Cola Company to consider and make a recommendation regarding the combination. The Coca-Cola Company advised Johnston that it would only plan to vote its CCE shares in favor of the merger if the merger was recommended by the special committee. A special meeting of the Board of Directors of CCE was held on August 29, 1991 at which the only action taken was the appointment of the special committee to consider and make a recommendation regarding the proposal.

The proposed transaction is subject to negotiation of a definitive purchase agreement and approval of the Board of Directors and shareholders of both CCE and Johnston. In addition to requiring Board and shareholder approval of both CCE and Johnston, the proposed transaction would be subject to the receipt of fairness opinions from investment bankers for both parties, expiration of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and other customary conditions. Following the combination, The Coca-Cola Company's ownership interest would be reduced from approximately 49% to approximately 43% of the outstanding common stock of CCE.

The proposal contemplates that, upon the consummation of the transaction, Mr. S.K. Johnston, Jr., Mr. S.L. Probasco, Jr. and Mr. Henry Schimberg would be elected to the CCE Board. In addition, under the proposal, Mr. Johnston would be elected vice chairman and chief executive officer of CCE, and Mr. Schimberg would be elected president and chief operating officer of CCE, effective upon consummation of the merger. Mr. Donald R. Keough would remain as Chairman of the Board of CCE, and Mr. Brian G. Dyson, currently president and chief executive officer of CCE, would become a vice chairman of the combined company.

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SCHEDULED 13G - AMENDMENT NO. 7, DATED JANUARY 29, 1992, FILED WITH THE COMMISSION ON JANUARY 31, 1992

Item 4 is hereby amended by deleting the existing disclosure contained in Items 4(a), 4(b) and 4(c) and substituting the following therefor:

- (a) Amount Beneficially Owned:  
56,318,906 shares of Common Stock, par value \$1.00 per share  
(See Attachment B)
- (b) Percent of Class:  
Approximately 43.8%
- (c) Number of shares as to which such person has: See Attachment B)
  - (1) Sole power to vote or to direct the vote:  
56,318,906 shares
  - (2) Shared power to vote or to direct the vote:  
None
  - (3) Sole power to dispose or to direct the disposition of:  
56,318,906 shares
  - (4) Shared power to dispose or to direct the disposition of:  
None

ATTACHMENT B

Number of Shares Beneficially Owned: 56,318,906

654,560	shares owned directly by The Coca-Cola Company
41,864,315	shares directly owned by Bottling Investments Corporation, Corporation, a wholly owned subsidiary of The Coca-Cola Company
13,800,031	shares directly owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments

Item 4 is further amended and supplemented by adding to the Information previously filed under this item the following:

On December 18, 1991 (the "Effective Time"), Johnston Coca-Cola Bottling Group, Inc. ("Johnston") merged (the "Merger") with and into CCE Exchange Corporation ("Subsidiary"), a wholly owned subsidiary of Coca-Cola Enterprises Inc. ("CCE"), pursuant to the terms of a Merger Agreement and Plan of Reorganization dated December 17, 1991 (the "Merger Agreement") among CCE, Subsidiary and Johnston. Following the Merger, Subsidiary, as the surviving company, changed its corporate name to "Johnston Coca-Cola Bottling Group, Inc." Pursuant to the Merger Agreement, (i) at the election of the holder thereof, each share of the issued and outstanding shares of Johnston Class A Common Stock and Johnston Class B Common Stock was converted into the right to receive either \$30,327 or 2,128.21082241 shares of the Common Stock, \$1.00 par value per share, of CCE (the "CCE Common Stock"), and (ii) all the 3,226 issued and outstanding shares of Johnston Class C Common Stock, which were held by PruSupply Capital Assets, Inc. ("PruSupply"), were converted into the right to receive cash in the amount of \$30,327 per share. As a result of the Merger, Johnston became a wholly-owned subsidiary of CCE.

Prior to the Effective Time, The Coca-Cola Company owned 1,361 shares of the Class A Common Stock and 1,341 shares of the Class B Common Stock of Johnston (which represented in the aggregate approximately 20% of the outstanding common stock of Johnston on a fully diluted basis). In connection with the Merger, The Coca-Cola Company elected to receive 49,892 shares of CCE Common Stock and approximately \$81.2 million in cash in exchange for its shares of Johnston Common Stock. Although the number of shares of CCE Common Stock beneficially owned by The Coca-Cola Company increased as a result of the Merger, because the remaining holders of Class A and Class B Common Stock of Johnston all elected to receive CCE Common Stock in exchange for their shares, a total of 13,438,460 shares of CCE Common Stock were issued in connection with the Merger and The Coca-Cola Company's percentage beneficial ownership of CCE Common Stock decreased to approximately 43.8%.

Pursuant to the Merger Agreement, three directors of Johnston -- S.K. Johnston, Jr., Henry A. Schimberg and S.L. Probasco, Jr. -- were elected to CCE's Board of Directors, which was increased from 12 to 15 members. Mr. Johnston, who was Chairman and Chief Executive Officer of Johnston, was elected Vice Chairman and Chief Executive Officer of CCE. Mr. Schimberg, who was President and Chief Operating Officer of Johnston, was elected President and Chief Operating Officer of CCE. Additionally, the CCE board elected John R. Alm, Johnston's Senior Vice President - Finance and Administration, as Chief Financial Officer of CCE, J. Guy Beatty, Jr., a former Johnston director, as Secretary of CCE, and Lowry F. Kline, Johnston's Secretary and General Counsel, as General Counsel of CCE.

SCHEDULE 13G - AMENDMENT NO. 8, DATED FEBRUARY 14, 2002, FILED WITH THE COMMISSION ON FEBRUARY 14, 2002

Item 4 is hereby amended by deleting the existing disclosure and substituting the following therefor:

- (a) Amount Beneficially Owned:  
168,945,718 shares (See Attachment B)
- (b) Percent of Class:  
Approximately 37.9579 (See Attachment B)
- (c) Number of Shares as to which such person has  
(See Attachment (B)):
  - (1) sole power to vote or to direct the vote:  
168,956,718 shares
  - (2) shared power to vote or to direct the vote:

- None
- (3) sole power to dispose of or to direct the disposition of:  
168,956,718 shares
- (4) shared power to dispose of or to direct the disposition of:  
None

ATTACHMENT B

Number of Shares Beneficially Owned: 168,956,718

1,963,680 shares owned directly by The Coca-Cola Company

125,592,945 shares directly owned by Bottling Investments Corporation, Corporation, a wholly owned subsidiary of The Coca-Cola Company

41,400,093 shares directly owned by ACCBC Holding Company, a wholly owned subsidiary of Bottling Investments Corporation

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Item 5. OWNERSHIP OF FIVE PERCENT OR LESS OF A CLASS.

N/A

Item 6. OWNERSHIP OF MORE THAN FIVE PERCENT ON BEHALF OF ANOTHER PERSON.

N/A

Item 7. IDENTIFICATION AND CLASSIFICATION OF THE SUBSIDIARY WHICH ACQUIRED THE SECURITY BEING REPORTED ON BY THE PARENT HOLDING COMPANY.

N/A

Item 8. IDENTIFICATION AND CLASSIFICATION OF MEMBERS OF THE GROUP.

N/A

Item 9. NOTICE OF DISSOLUTION OF GROUP.

N/A

Item 10. CERTIFICATION.

N/A

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

THE COCA-COLA COMPANY

Date: February 14, 2002

By: /s/ Gary P. Fayard

-----  
Gary P. Fayard  
Senior Vice President and  
Chief Financial Officer

BOTTLING INVESTMENTS CORPORATION

Date: February 14, 2002

By: /s/ Gary P. Fayard

-----  
Gary P. Fayard  
President, Chief Financial Officer  
and Controller

ACCBC HOLDING COMPANY

Date: February 14, 2002

By: /s/ Gary P. Fayard

-----  
Gary P. Fayard  
Chief Financial Officer  
and Controller

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EXHIBIT INDEX

- Exhibit A Agreement dated December 22, 1988 between  
The Coca-Cola Company and Coca-Cola Enterprises Inc.
- Exhibit B Joint Filing Agreement among The Coca-Cola Company,  
Bottling Investments Corporation and ACCBC Holding  
Company
- Exhibit C Agreement dated as of January 1, 1991 between The  
Coca-Cola Company and Coca-Cola Enterprises Inc.

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## AGREEMENT

AGREEMENT dated December 22, 1988 (the "Agreement") between The Coca-Cola Company, a Delaware corporation ("KO"), and Coca-Cola Enterprises Inc., a Delaware corporation ("CCE").

WHEREAS, the Board of Directors of CCE has determined that it is in the best interests of CCE to purchase up to 25,000,000 outstanding shares of the Common Stock, par value \$1.00 per share, of CCE (the "CCE Common Stock") through a share repurchase program anticipated to be completed on or before December 31, 1990, all subject to an agreement between KO and CCE to the effect that KO would sell CCE Common Stock to CCE (the "Repurchase Program").

WHEREAS, KO and CCE deem it advisable for the benefit of KO and CCE and their respective shareholders, that in conjunction with said Repurchase Program, CCE repurchase shares of CCE Common Stock owned by KO and its direct and indirect wholly owned subsidiaries (the "KO Holders") on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, KO and CCE agree that both will benefit from the KO Holders continuing to hold 49 percent of the outstanding shares of CCE Common Stock and wish to provide for such; and

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WHEREAS, KO and CCE wish to provide for certain additional matters described herein in connection with such repurchase of shares of CCE Common Stock from the KO Holders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, KO and CCE, intending to be legally bound, agree as follows:

Section 1. Initial Repurchase of CCE Common Stock from KO.

(a) CCE currently intends to repurchase from such of the KO Holders as KO shall designate on a closing date in 1988 (the "1988 Closing Date") as may be established by CCE at its sole discretion as herein provided, and KO agrees to sell, transfer and deliver to CCE on the fourth business day after receipt by KO of written notice from CCE, an aggregate of up to but not more than 8,000,000 shares of CCE Common Stock as shall be set forth in such notice by CCE (the "Initial Shares") at a price per share (the "1988 Purchase Price") equal to the average of the high and low sales prices of CCE Common Stock on the New York Stock Exchange ("NYSE") as reported in The Wall Street Journal, New York Stock Exchange Composite Transactions for the five full trading days ending on the date immediately preceding the date on which KO receives such notice from CCE. CCE shall not be obligated to purchase any Initial Shares from the KO Holders unless and until CCE shall have provided the notice described above.

(b) KO shall have sole discretion as to the allocation of shares to be repurchased pursuant to this Section 1 among the KO Holders.

(c) The closing of the repurchase of the Initial Shares shall be made by noon on the closing date at the offices of KO in Atlanta, Georgia and payment for the Initial Shares shall be made in immediately available funds

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by wire transfer to the account of KO in accordance with KO's written instructions upon tender by KO of certificates evidencing the number of shares of CCE Common Stock equal to the number of Initial Shares accompanied by executed stock powers.

(d) CCE shall prudently continue with its Rule 10b-18 share Repurchase Program at least until the KO holders are restored to an aggregate 49 percent ownership interest in CCE unless CCE receives advice of its counsel that it is legally prohibited from continuing such program or unless such continuance would violate any fiduciary duty of CCE.

(e) At no time shall CCE repurchase a number of shares from the public which would cause the KO Holders to own, in the aggregate at any specific time, 50 percent or more of the outstanding common shares of CCE.

(f) The 1988 Purchase Price shall be adjusted, up or down, based upon the aggregate purchase price, net of commissions, paid by CCE for that number of shares of CCE Common Stock purchased by CCE from shareholders other than KO Holders under this Section 1 and Section 2 hereof equal to the number of Initial Shares (the "Initial Public Shares"). KO or CCE, as the case may be, shall pay to the other, within five (5) business days after the date upon which CCE shall have acquired from shareholders other than the KO Holders a number of shares



equal to the number of Initial Shares, the difference between the aggregate 1988 Purchase Price for the Initial Shares and the aggregate purchase price, net of commissions, for the Initial Public Shares (the "Adjusting Payment"). If CCE has not purchased the Initial Public Shares by

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December 31, 1989, then the Adjusting Payment shall be calculated based upon the weighted average purchase price, net of commissions, paid by CCE to shareholders other than the KO Holders for the purchase of CCE Common Stock, in December 1988 and calendar year 1989; provided that CCE shall, by December 31, 1989, have purchased sufficient shares of CCE Common Stock to restore the KO Holders to an aggregate 49 percent ownership interest in CCE. If CCE shall not have acquired such number of shares, then the Adjusting Payment shall be made when CCE does purchase a sufficient number of CCE Common Stock to restore the KO Holders to such 49 percent ownership interest and at the weighted average price per share, net of commissions, paid by CCE for such shares. If, at any time prior to making the Adjusting Payment, CCE shall determine in accordance with the standards set forth in Section 1(d) hereof that it is prudent to terminate the Repurchase Program, it shall provide written notice thereof to KO and the Adjusting Payment shall be calculated based upon the weighted average purchase price, net of commissions, paid by CCE to shareholders other than the KO Holders for the purchase of CCE Common Stock; provided, however, if CCE shall have purchased fewer than two million shares of its Common Stock from shareholders other than KO Holders, then the Adjusting Payment shall not be made with respect to all of the Initial Shares, but instead will be made only with respect to that number of the Initial Shares equal to the number of shares purchased from shareholders other than KO Holders.

(g) KO or CCE, as the case may be, shall, in addition to payment of the Adjusting Payment, pay interest on the Adjusting Payment at the 30 day composite AA commercial paper rate from the 1988 Closing Date

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through and including the day preceding the date on which the Adjusting Payment shall be made. Said interest rate shall initially be the rate released by the Federal Reserve Board on December 29, 1988, and shall be adjusted thereafter on the first business day of each calendar month, prospectively, based on the rate released by the Federal Reserve Board on such day.

Section 2. Obligation of CCE to Repurchase Additional Shares of CCE Common Stock from KO in Certain Circumstances.

In the event that at any time and from time to time during the Repurchase Program CCE repurchases from shareholders other than the KO Holders a number of shares of CCE Common Stock that causes the KO Holders to own, in the aggregate, more than 49 percent of the then outstanding shares of common stock of CCE, CCE shall thereafter have an obligation to repurchase additional shares of CCE Common Stock from the KO Holders as KO shall direct in accordance with this Section 2 at a price to be determined in accordance with this Section 2. CCE shall from time to time repurchase from the KO Holders and KO shall cause the KO Holders to sell, transfer and deliver to CCE, such number of shares of CCE Common Stock (rounded to the nearest whole share) which shall restore the KO Holders to a 49 percent aggregate ownership interest in CCE at per share prices equal to the weighted average price (less commissions) paid under the Repurchase Program for the shares which cause the ownership interest of the KO Holders to exceed 49 percent (the "Imbalance Shares"). At no time shall CCE repurchase a number of shares from the public which would cause the KO Holders to own, in the aggregate at any specific time, 50 percent or more of the outstanding common shares of CCE. KO shall have sole discretion as to the allocation of shares to be repurchased pursuant to this Section 2 among the KO Holders. Closing of any sale by KO to CCE of

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additional shares of CCE Common Stock to CCE pursuant to this Section 2 shall be made effective as of the close of business on the last business day of each week during the term of the Repurchase Program and on the last business days in each of the applicable calendar years 1988, 1989 and 1990 at KO's offices in Atlanta, Georgia. Payment for the shares shall be made by CCE in immediately available funds by wire transfer in accordance with KO's written instructions upon tender of certificates evidencing the number of shares of CCE Common Stock equal to the shares to be repurchased accompanied by executed stock powers by noon on the third business day in the week following the week in which CCE purchased the Imbalance Shares or on the last business day of the applicable calendar year 1988, 1989, or 1990, as the case may be.

Section 3. Notices to KO.

CCE shall give KO written notice at the close of the first business day after the last business day of each week during the term of the Repurchase Program, and at the close of business on the second day preceding the last business day in each of the applicable calendar years 1988, 1989 and 1990, of the number of shares of CCE Common Stock repurchased pursuant to the Repurchase Program through such date.

Section 4. CCE to Take No Contravening Action.

CCE agrees not to take any action or omit to take any action, in connection with the Repurchase Program or otherwise, that would result in its being prohibited from complying or would cause it to be unable to comply with its obligations to KO under this Agreement, or to permit any subsidiary to take or omit to take any such action.

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Section 5. General.

(a) KO represents and warrants to CCE that the execution, delivery and performance of this Agreement has been duly authorized by all required corporate action on the part of KO. CCE represents and warrants to KO that the execution, delivery and performance of this Agreement has been duly authorized by all required corporate action on the part of CCE.

(b) Any notice or other communication required or permitted under this Agreement shall be effective only when it is in writing and actually delivered either (a) by hand, (b) by facsimile transmission or telegram, or (c) by registered or certified mail, postage-prepaid, return receipt requested, addressed as follows:

(i) If to KO:

The Coca-Cola Company  
Coca-Cola Plaza, N.W.  
Atlanta, Georgia 30313  
Attn: Treasurer

with a copy to:

The Coca-Cola Company  
Coca-Cola Plaza, N. W.  
Atlanta, Georgia 30313  
Attn: Assistant Secretary

(ii) If to CCE:

Coca-Cola Enterprises Inc,  
Coca-Cola Plaza, N. W.  
Atlanta, Georgia 30313  
Attn: Treasurer

with a copy to:

Coca-Cola Enterprises Inc.  
Coca-Cola Plaza, N.W.  
Atlanta, Georgia 30313  
Attn: General Counsel

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or such other address or person as either party may designate by notice to the other party, and shall be deemed to have been given as of the date received.

(c) This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors, legal representatives and assigns, and no person not a party hereto shall have any rights or benefits under this Agreement, either as a third-party beneficiary or otherwise. This Agreement and the rights and obligations hereunder shall not be assignable to any person.

(d) KO and CCE recognize and hereby acknowledge that it would be impossible to measure in money the damages that would result to a party hereto lay reason of the failure of any of the parties hereto to perform any of the obligations imposed on it by this Agreement. Accordingly, if any party hereto shall institute an action or proceeding seeking specific enforcement of the provisions hereof, the party hereto against which such action or proceeding is brought hereby waives the claim or defense that the party instituting such action or

proceeding has an adequate remedy at law and hereby agrees not to urge in any such action or proceeding the claim or defense that such a remedy at law exists.

(e) KO and CCE agree that time is of the essence with respect to the obligations of each party under this Agreement.

(f) The headings in this Agreement are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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(g) This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall together constitute one and the same instrument.

(h) This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and thereof.

(i) This Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be executed and delivered by their respective duly authorized officers, all as of the date first above written.

THE COCA-COLA COMPANY

By: /s/ Philip J. Carswell, Jr.  
-----  
Philip J. Carswell, Jr.  
Vice President & Treasurer

COCA-COLA ENTERPRISES INC.

By: /s/ Thomas D. Sherman  
-----  
Thomas D. Sherman  
Vice President

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AGREEMENT REQUIRED UNDER RULE 13d-1(f)(1)

Re: Amendment No. 1 to Statement on Schedule 13G under the Securities Exchange Act of 1934 Relating to Shares of Common Stock, par value \$1.00 per share, of Coca-Cola Enterprises Inc.

Each of the undersigned understands, consents and agrees that the captioned Amendment No. 1 to the Statement on Schedule 13G, and any further amendment thereto, is and shall be filed on behalf of each of the undersigned and that this letter may be attached as an exhibit to such Amendment No. 1.

THE COCA-COLA COMPANY

Date: December 22, 1988

By: /s/ Philip J. Carswell, Jr.  
-----  
Philip J. Carswell, Jr.  
Vice President and Treasurer

BOTTLING INVESTMENTS CORPORATION

Date: December 22, 1988

By: /s/ Philip J. Carswell, Jr.  
-----  
Philip J. Carswell, Jr.  
Vice President and Treasurer

ACCBC HOLDING COMPANY

Date: December 22, 1988

By: /s/ Philip J. Carswell, Jr.  
-----  
Philip J. Carswell, Jr.  
Vice President and Treasurer

## AGREEMENT

THIS AGREEMENT, effective as of the first day of January, 1991 (the Agreement), between The Coca-Cola Company, a Delaware corporation (KO), and Coca-Cola Enterprises Inc., a Delaware corporation (CCE),

## WITNESSETH:

WHEREAS, the Board of Directors of CCE has determined that it is in the best interests of CCE to purchase up to 15,000,000 outstanding shares of the Common Stock, par value \$1.00 per share, of CCE (the CCE Common Stock) through a share repurchase program, all subject to an agreement between KO and CCE to the effect that KO would sell CCE Common Stock to CCE (the Repurchase Program); and

WHEREAS, KO and CCE deem it advisable for the benefit of KO and CCE, and their respective shareholders, that in conjunction with said Repurchase Program, CCE repurchase shares of CCE Common Stock owned by KO and its direct and indirect wholly owned subsidiaries (the KO Holders) on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, KO and CCE agree that both will benefit from the KO Holders continuing to hold 49 percent of the outstanding shares of CCE Common Stock and wish to provide for such; and

WHEREAS, KO and CCE wish to provide for certain additional matters described herein in connection with such repurchase of shares of CCE Common Stock from the KO Holders;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, KO and CCE, intending to be legally bound, agree as follows:

Section 1. Obligation of CCE to Repurchase Additional Shares of CCE Common Stock from KO in Certain Circumstances.

In the event that at any time and from time to time during the Repurchase Program CCE repurchases from shareholders other than the KO Holders a number of shares of CCE Common Stock that causes the KO Holders to own, in the aggregate, more than 49 percent of the then outstanding shares of common stock of CCE, CCE shall thereafter have an obligation to repurchase additional shares of CCE Common Stock from the KO Holders as KO shall direct in accordance with this Section 1 at a price to be determined in accordance with this Section 1. CCE shall from time to time repurchase from the KO Holders and KO shall cause the KO Holders to sell, transfer and deliver to CCE, such number of shares of CCE Common Stock (rounded to the nearest whole share) which shall restore the KO Holders to a 49 percent aggregate ownership interest in CCE at per share prices equal to the weighted average price (less commissions.) paid under the Repurchase Program for the shares which cause the ownership interest of the KO Holders to exceed 49 percent (the Imbalance Shares). At no time shall CCE repurchase a number of shares from the public which would cause the KO

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Holders to own, in the aggregate at any specific time, 50 percent or more of the outstanding common shares of CCE. KO shall have sole discretion as to the allocation of shares to be repurchased pursuant to this Section 1 among the KO Holders. Closing of any sale by KO to CCE of additional shares of CCE Common Stock to CCE pursuant to this Section 1 shall be made effective as of the close of business on the last business day of each week during the term of the Repurchase Program and on the last business day in each calendar year during the term of the Repurchase Program at KO's offices in Atlanta, Georgia. Payment for the shares shall be made by CCE in immediately available funds by wire transfer in accordance with KO's written instructions upon tender of certificates evidencing the number of shares of CCE Common Stock equal to the shares to be repurchased accompanied by executed stock powers by noon on the third business day in the week following the week in which CCE purchased the Imbalance Shares or on the last business day of the applicable calendar year.

Section 2. Notices to KO.

CCE shall give KO written notice at the close of the first business day after the last business day of each week during the terms of the Repurchase Program, and at the close of business on the second day preceding the last business day in each calendar year during the term of the Repurchase Program, of the number of shares of CCE Common Stock repurchased pursuant to the Repurchase Program through such date.

Section 3. CCE to Take No Contravening Action.

CCE agrees not to take any action or omit to take any action, in connection with the Repurchase Program or otherwise, that would result in its being

prohibited from complying or would cause it to be unable to comply with its obligations to KO under this Agreement, or to permit any subsidiary to take or omit to take any such action.

Section 4. General.

(a) KO represents and warrants to CCE that the execution, delivery and performance of this Agreement has been duly authorized by all required corporate action on the part of KO. CCE represents and warrants to KO that the execution, delivery and performance of this Agreement has been duly authorized by all required corporate action on the part of CCE.

(b) Any notice or other communication required or permitted under this Agreement shall be effective only when it is in writing and actually delivered either (i) by hand, (ii) by facsimile transmission or telegram, or (iii) by registered or certified mail, postage-prepaid, return receipt requested, addressed as follows:

(A) If to KO:

The Coca-Cola Company  
One Coca-Cola Plaza, N.W.  
Atlanta, Georgia 30313  
Attn: Treasurer  
Telecopy: 404-676-6851

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With a copy to:

The Coca-Cola Company  
One Coca-Cola Plaza, N.W.  
Atlanta, Georgia 30313  
Attn: Assistant Secretary  
Telecopy: 404-676-6812

(B) if to CCE:

Coca-Cola Enterprises Inc.  
Coca-Cola Plaza, N.W.  
Atlanta, Georgia 30313  
Attn: Treasurer  
Telecopy: 404-676-7950

With a copy to:

Coca-Cola Enterprises Inc.  
Coca-Cola Plaza, N.W.  
Atlanta, Georgia 30313  
Attn: General Counsel  
Telecopy: 404-676-7165

or such other address, telecopy number or person as either party may designate by notice to the other party, and shall be deemed to have been given as of the date received.

(c) This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors, legal representatives and assigns, and no person not a party hereto shall have any rights or benefits under this Agreement, either as a third-party beneficiary or otherwise. This Agreement and the rights and obligations hereunder shall not be assignable to any person.

(d) KO and CCE recognize and hereby acknowledge that it would be impossible to measure in money the damages that would result to a party hereto by reason of the failure of any of the parties hereto to perform any of the obligations imposed on it by this Agreement. Accordingly, if any party hereto shall institute an action or proceeding seeking specific enforcement of the provisions hereof, the party hereto against which such action or proceeding is brought hereby waives the claim or defense that the party instituting such action or proceeding has an adequate remedy at law and hereby agrees not to urge in any such action or proceeding the claim or defense that such a remedy at law exists.

(e) KO and CCE agree that time is of the essence with respect to the obligations of each party under this Agreement.

(f) The headings in this Agreement are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(g) This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall together constitute one and the same instrument.

(h) This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and thereof.

(i) This Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be executed and delivered by their respective duly authorized officers, all as of the date first above written.

THE COCA-COLA COMPANY

BY: /s/ PHILIP J. CARSWELL

-----  
Philip J. Carswell  
Vice President & Treasurer

COCA-COLA ENTERPRISES INC.

BY: /s/ DOUGLAS A. SCOVANNER

-----  
Douglas A. Scovanner  
Vice President & Treasurer